



City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers

Angela Romine, Zone 1

Abe McGull, Zone 2

Mike Schilling, Zone 3

Matthew Simpson, Zone 4

General Councilmembers

Heather Hardinger, General A

Craig Hosmer, General B

Andrew Lear, General C

Richard Ollis, General D

Upcoming Council Meeting Agenda

June 14, 2021 - 6:30 p.m.

Speakers must sign up with the City Clerk to speak to a Council Bill on the agenda.

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 not 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 based on City Council's policy regarding the number of speakers.

Note: Sponsorship does not denote Council member approval or support.

1. **ROLL CALL.**
2. **APPROVAL OF MINUTES. JUNE 1, 2021 CITY COUNCIL MEETING AND JUNE 1, 2021 SPECIAL CITY COUNCIL MEETING.**

Documents:

[06-01-21.PDF](#)

[06-01-21 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, JUNE 11, 2021.**
4. **CEREMONIAL MATTERS.**

5. **CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED**

5. **CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETINGS.**
6. **SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On.**
7. **Council Bill 2021-076 (Hosmer) Tabled At The April 19, 2021 City Council Meeting Until June 14, 2021.**

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](#)

8. **Council Bill 2021-131 (Schilling)**

A special ordinance granting Conditional Use Permit No. 451 for the purpose of authorizing a self-service storage facility to operate as a conditional use within the GR, General Retail District, generally located at 303 West Plainview Road. (Staff and Planning and Zoning Commission recommend approval.)

Documents:

[2021-131.PDF](#)

9. **Council Bill 2021-132 (Schilling)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.5 acres of property generally located at 309 and 327 West Lakewood Street from GR, General Retail District, to R-MD, Medium Density Multi-Family Residential District; establishing Conditional Overlay District No. 199; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Moon City, LLC; 309 & 327 W. Lakewood Street; Z-10-2021 w/Conditional Overlay District No. 199.)

Documents:

[2021-132.PDF](#)

10. **Council Bill 2021-133 (Schilling)**

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones;' for the purpose of annexing 25 acres of private property generally located at 5505 West Sunshine Street into the City of Springfield, referenced as Annexation A-2-2021. (By: West Sunshine Development, LLC; 5505 W. Sunshine Street; Annexation A-2-2021.)

Documents:

11. Council Bill 2021-134 (McGull)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 10.67 acres of property generally located at 329 and 331 South Oak Grove Avenue from R-SF, Residential Single-family, to HM, Heavy Manufacturing; establishing Conditional Overlay District No. 196; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: KKJ Wholesale LLC & Amaleki Robinson; 329 & 331 South Oak Grove Avenue; Z-5-2021 w/COD #196.)

Documents:

[2021-134.PDF](#)

12. Council Bill 2021-135 (Hosmer)

A special ordinance setting a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies, for the Fiscal Year beginning July 1, 2021, and ending June 30, 2022; and declaring an emergency.

Documents:

[2021-135.PDF](#)

13. Council Bill 2021-136 (Simpson)

A special ordinance adopting a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2021, and ending June 30, 2022; providing that certain amounts shown in the budget document are appropriated for the various departments specified in said budget; and declaring an emergency.

Documents:

[2021-136.PDF](#)

14. Council Bill 2021-137 (Schilling)

A special ordinance relinquishing certain sanitary sewer easements located at 3745 South Broadway Avenue in Springfield, Missouri, for the purpose of accommodating new construction at said location.

Documents:

[2021-137.PDF](#)

15. Council Bill 2021-138 (Lear)

A special ordinance approving the Annual Maintenance Contract for Traffic Signals for Fiscal Year 2021-2022; accepting the bid of Ewing Signal Construction, LLC, in the amount of \$198,959.50; and authorizing the City Manager to enter into a contract with such bidder for the purpose of maintaining

the City's traffic signal infrastructure.

Documents:

[2021-138.PDF](#)

16. Council Bill 2021-139 (Ollis)

A special ordinance authorizing the City Manager, or designee, to enter into a Confidentiality and Nondisclosure Agreement with the Cellco Partnership d/b/a Verizon Wireless.

Documents:

[2021-139.PDF](#)

17. Council Bill 2021-140 (Hardinger)

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with Greene County, Missouri, for housing of Springfield Municipal prisoners.

Documents:

[2021-140.PDF](#)

18. Council Bill 2021-141 (Lear)

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement for Mutual Aid, Police Services, Emergency Aid and Disaster Services with Greene County, Missouri, to allow cooperation between the Springfield Police Department and the Greene County Sheriff's Department for emergency response in their respective jurisdictions.

Documents:

[2021-141.PDF](#)

19. RESOLUTIONS.

20. EMERGENCY BILLS.

21. PUBLIC IMPROVEMENTS.

22. GRANTS.

23. AMENDED BILLS.

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

25. Council Bill 2021-142 (Schilling)

A general ordinance amending the Springfield Land Development Code, Article III, 'Zoning Regulations,' to add a new Division, Division 7, for the purpose of establishing a new zoning district, the Grant Avenue Parkway District, and the

standards applicable to the new district, the Grant Avenue Parkway District Standards. (Staff and Planning and Zoning Commission both recommend approval.)

Documents:

[2021-142.PDF](#)

26. Council Bill 2021-143 (Schilling)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 72.33 acres of property generally located adjacent to Grant Avenue between College Street and Catalpa Street from R-SF, Single Family Residential District; R-TH, Residential Townhouse District; R-MD, Medium Density Multifamily Residential District; GR, General Retail District; CC, Center City District; and IC, Industrial Commercial District; to Grant Avenue Parkway District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: City of Springfield; GAP, Grant Avenue Parkway District Text Amendment and Zoning Case Z-11-2021.)

Documents:

[2021-143.PDF](#)

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

28. Council Bill 2021-144 (Hosmer)

A general ordinance amending the Springfield City Code, Chapter 98 'Streets, Sidewalks and Public Places,' Article VI 'Improvements,' Division One, 'Generally,' Section 98-218, 'Tax bill to constitute lien.'

Documents:

[2021-144.PDF](#)

29. Council Bill 2021-145 (Ollis)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., for the purpose of promoting the attraction of sporting events to the community.

Documents:

[2021-145.PDF](#)

30. Council Bill 2021-146 (Lear)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., for the purpose of promoting travel and tourism within the City of Springfield.

Documents:

[2021-146.PDF](#)

31. Council Bill 2021-147 (Hardinger)

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

Documents:

[2021-147.PDF](#)

32. Council Bill 2021-148 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., for the purpose of promoting the visual and performing arts in Springfield, Missouri.

Documents:

[2021-148.PDF](#)

33. Council Bill 2021-149 (Ollis)

A special ordinance authorizing the City Manager, or his designee, to accept a grant for outreach from the Missouri Foundation for Health in the amount of \$35,000; entering into necessary agreements to carry out the grant; and amending the budget of the Springfield-Greene County Health Department for Fiscal Year 2020-2021 in the amount of \$35,000, to appropriate the grant funds.

Documents:

[2021-149.PDF](#)

34. Council Bill 2021-150 (Lear)

A special ordinance authorizing the City Manager, or his designee, to accept a Coronavirus Aid, Relief, and Economic Security Act grant through the U.S. Department of the Treasury and Greene County, Missouri, in the amount of \$434,045.48, for use by the Springfield – Greene County Park Board; and amending the Fiscal Year 2020-2021 budget in the amount of \$434,045.48, for the purpose of appropriating the grant funds.

Documents:

[2021-150.PDF](#)

35. Council Bill 2021-151 (Hardinger)

A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Article V, 'Departments,' by adding a new Division 6, 'Department of Economic Vitality,' to create the Department of Economic Vitality; amending the Springfield City Code Chapter 2, Section 2-92, known as the Salary Ordinance by adding one new job title of 'Director of Economic Vitality' to the Department Head Series salary schedule; and amending the

Fiscal Year 2021 – 2022 budget of the City to add one full-time equivalent position to the Department of Economic Vitality.

Documents:

[2021-151.PDF](#)

36. Council Bill 2021-152 (Romine)

A special ordinance approving the Second Amendment to the Collective Bargaining Agreement by and between the City and the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO, the Exclusive Representative of a certain Bargaining Unit within the Crafts, Trades and Labor ("CTL") Employee Group; and authorizing the City Manager, or his designee, to execute and deliver the Second Amendment on behalf of the City to the Exclusive Representative.

Documents:

[2021-152.PDF](#)

37. Council Bill 2021-153 (McGull)

A special ordinance approving a Collective Bargaining Agreement by and between the City and the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO, the Exclusive Representative of a certain Bargaining Unit consisting of limited employees within the Professional, Administrative, and Technical ("PAT") Employee Group; and authorizing the City Manager, or his designee, to execute and deliver the Collective Bargaining Agreement on behalf of the City to the Exclusive Representative.

Documents:

[2021-153.PDF](#)

38. Council Bill 2021-154 (Romine)

A special ordinance approving a Collective Bargaining Agreement by and between the City and International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152 Association, the Exclusive Representative of a certain bargaining unit within the Springfield Fire Department; and authorizing the City Manager, or his designee, to execute and deliver the Collective Bargaining Agreement on behalf of the City to the Exclusive Representative.

Documents:

[2021-154.PDF](#)

39. Council Bill 2021-155 (Simpson)

A special ordinance approving a Collective Bargaining Agreement by and between the City and Springfield Police Officers' Association, Fraternal Order of Police Lodge 22, the Exclusive Representative of a certain bargaining unit within the Springfield Police Department; and authorizing the City Manager, or his designee, to execute and deliver the Collective Bargaining Agreement on

behalf of the City to the Exclusive Representative.

Documents:

[2021-155.PDF](#)

40. Council Bill 2021-156 (McClure)

A general ordinance amending the Springfield City Code, Section 2.92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedules and the Crafts, Trades and Labor Non-Union Schedule, by making provision for nine new job titles and by deleting three job titles; by providing pay adjustments for employees on the Professional, Administrative and Technical Schedules; by providing pay adjustments for employees on the Crafts, Trades and Labor Non-Union Schedule, as well as for certain non-union salary grades in the Fire Protection and Law Enforcement Schedules; by amending language originally added by General Ordinance 5089, Section 5(b), and later amended by General Ordinance 5278, Section 10(b), General Ordinance 5564, Section 10 (b), General Ordinance 6459 Section 6(b), and General Ordinance 6533, Section 7b, relating to the Law Enforcement Schedule; by amending language originally added by General Ordinance 5432, Section 3, and later amended by General Ordinance 5564, Section 11, and General Ordinance 6533, Section 5, relating to the Fire Protection Schedules; and by adding one full-time equivalent position of a Development Project Facilitator (PAT-11U) to the City Manager's Office and adjusting the authorized employee positions.

Documents:

[2021-156.PDF](#)

41. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

Shawn Carrier wishes to address City Council.

Randall Allen wishes to address City Council.

Michael Hasty wishes to address City Council.

42. NEW BUSINESS.

The Mayor recommends the following appointment to the Springfield-Greene County Public Library Board: Mark McNay with term to expire July 1, 2024.

The Mayor recommends the following reappointment to the Springfield-Greene County Public Library Board: Michelle Moulder with term to expire July 1, 2024.

The Mayor recommends the following appointments to the Mayor's Commission for Human Rights and Community Relations: Chase Snider with term to expire October 1, 2022; Kelly Fender, who will fill the unexpired term of Cindy Rushefsky, with term to expire on October 1, 2022; and Rachel Bridges with term to expire October 1, 2023.

The Mayor recommends the following appointment to the Mayor's Commission for Children: Kaleen Long, who will fill the unexpired term of Linda Saturno, with term to expire November 29, 2021.

The City Manager recommends the following appointment to the Building Trades Examination and Certification Board: Yankton Sothern with term to expire December 1, 2024.

Mayor Pro Tem Matthew Simpson will replace Councilwoman Jan Fisk as City Council's Representative on the Mayor's Commission for Children.

43. **UNFINISHED BUSINESS.**

44. **MISCELLANEOUS.**

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

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

47. **Council Bill 2021-157 (McClure)**

A resolution confirming the appointments of Ryan Dock, Sarah Kerner, Rose Marie Whitcomb, and Lyle Foster to the Commercial Street Community Improvement District Board of Directors. (Staff and the Commercial Street Community Improvement District Board of Directors recommend approval.)

Documents:

[2021-157.PDF](#)

48. **CONSENT AGENDA – SECOND READING BILLS.**

49. **BOARD CONFIRMATIONS.**

Confirm the following appointment to the Mayor's Commission on Human Rights and Community Relations: Dr. Edna Smith, who is filling the unexpired term of Heather Hardinger, with term to expire October 1, 2023.

50. **END OF CONSENT AGENDA.**

51. **ADJOURN.**

Persons addressing City Council are asked to step to the microphone and clearly state their name and address before speaking.

All meetings are recorded.

In accordance with ADA guidelines, if you need special accommodations when attending any City meeting, please notify the City Clerk's Office at 864 -1443 at least 3 days prior to the scheduled meeting.

June 1, 2021
Springfield, Missouri

The City Council met in regular session June 1, 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.

Mayor McClure welcomed everyone back into Council Chambers, which had been closed to the public due to the COVID-19 pandemic.

Roll Call

Present. Heather Hardinger, Abe McGull, Mike Schilling, Matthew Simpson, Craig Hosmer, Richard Ollis, Andrew Lear, and Ken McClure. Absent. Angela Romine.

Minutes

The minutes of May 17, 2021 City Council meeting were approved as presented.

Consent Agenda

The Consent Agenda was approved as presented.

CEREMONIAL MATTERS

City Manager Report

Jason Gage, City Manager, noted to the best of his knowledge City staff has addressed the previous questions raised by Council. He further noted City staff will keep Council updated regarding the issue of Police Department staffing pertaining to recruitment and retention.

Mr. Gage noted work continues regarding the Renew Jordan Creek project. He further noted a virtual public open house will be held between June 7-13, 2021 for individuals to review the proposed master plans and to provide feedback to the City. He added individuals may visit www.renewjordancreek.com for viewing. Mr. Gage added a virtual public information session will also be held on Wednesday, June 9, 2021 from 6:00-7:00 p.m. He noted individuals may view the session by visiting www.renewjordancreek.com or via the City's Facebook page.

Mr. Gage noted the Missouri Jobs Center and the Springfield-Greene County Health Department are jointly hosting a Get a Shot Get a Job event, which is a combined job fair and vaccination clinic, on June 9, 2021 from 9:00 a.m. – 12:00 p.m. at the Job Center located at 2900 E. Sunshine.

Mr. Gage noted the months of January thru March 2021 were a busy first quarter for the Springfield Fire Department. He noted the Fire Department put a new aerial apparatus into service, conducted a Fire Academy graduation No. 920, conducted new training courses for fire personnel, and conducted a grant to purchase 20 smoke alarms for deaf and hearing-impaired individuals. He further noted the Fire Department responded to more than 2,600 calls for service, including 52 building fires and 535 medical or rescue calls, and installed nearly 250 smoke alarms during the first quarter of 2021. He added additional information may be found within the Quarterly Fire Safety Report.

Mr. Gage noted Mayor McClure will present the annual State-of-the-City address this Thursday at 7:30 a.m. He further noted it will be broadcast on the City's website and cable channels, as well as via the City's Facebook page.

Mr. Gage noted the City's Public Information and Civic Engagement Department recently concluded the first phase of the City's Clean Green Springfield Initiative, which ran from April 1 – May 31, 2021. He further noted the City is pleased with the high level of citizen engagement from the community, businesses, and neighborhoods. He added City staff is looking forward to the next steps, such as working with Public Works and Environmental Services to analyze the data as result of the project. Mr. Gage noted Phase 2 will be working in conjunction with the Building Development Services Department's efforts regarding chronic nuisance properties. He further noted the Public Information and Civic Engagement Department is working on drafting a summary document, which will include plans for the next steps. He added more than 1,300 individuals registered to participate in the City's Clean Green Springfield Initiative. Mr. Gage added an additional 25 individuals have also committed with ongoing assistance with neighborhood clean-up efforts and an additional couple of dozen new commitments for Adopt-A-Street and Adopt-A-Stream partners. He noted more than 25 tons of trash has been collected and removed from the community during the first phase. Mr. Gage expressed his belief a clean community demonstrates citizen pride in their community, especially for visitors to witness and enjoy during their stay.

Mayor McClure expressed his appreciation to the Public Works staff for their dedicated support and service for their upkeep of Hazelwood Cemetery, especially for Memorial Day.

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

The following bills appeared on the agenda under Second Reading.

**Sunderland Foundation
Donation – Springfield
Art Museum North
Parking Improvements
Project**

Sponsor: Ollis. Council Bill 2021-118.

A special ordinance authorizing the City Manager, or his designee, to accept grant funds in the amount of \$500,000, from the Sunderland Foundation, and through the Springfield Art Museum Foundation, to support construction of the Art Museum North Parking Improvements Project at the Springfield Art Museum; and amending the budget of the Springfield Art Museum for Fiscal Year 2020-2021 in the amount of \$500,000.

Council Bill 2021-118. Special Ordinance 27500 was approved by the following vote: Ayes: Hardinger, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: Romine. Abstain: None.

Purchase of Land at 237 West Mill Street – Renew Jordan Creek Phase I Project

Sponsor: Romine. Council Bill 2021-119.

A special ordinance authorizing the City Manager, or his designee, to enter into a contract for the purchase of land generally located at 237 West Mill Street as part of the Renew Jordan Creek Phase I project and to execute all necessary documents in support thereof. (Staff recommends approval.)

Council Bill 2021-119. Special Ordinance 27501 was approved by the following vote: Ayes: Hardinger, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: Romine. Abstain: None.

Purchase of Land – 353 North Campbell Avenue – Renew Jordan Creek Phase I Project

Sponsor: Schilling. Council Bill 2021-120.

A special ordinance authorizing the City Manager, or his designee, to enter into a contract for the purchase of land generally located at 353 North Campbell Avenue as part of the Renew Jordan Creek Phase I project and to execute all necessary documents in support thereof. (Staff recommends approval.)

Council Bill 2021-120. Special Ordinance 27502 was approved by the following vote: Ayes: Hardinger, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: Romine. Abstain: None.

Agreement with the Missouri Highways and Transportation Commission – Galloway Street Improvements

Sponsor: Simpson. Council Bill 2021-121.

A special ordinance authorizing the City Manager, or his designee, to enter into a Governor's Transportation Cost Share Agreement with the Missouri Highways and Transportation Commission for the purpose of funding construction of the Galloway Street Improvements; and amending the Fiscal Year 2020-2021 budget of the Department of Public Works in the amount of \$1,500,000 to appropriate the Governor's Transportation Cost Share funds for this project.

Council Bill 2021-121. Special Ordinance 27503 was approved by the following vote: Ayes: Hardinger, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: Romine. Abstain: None.

Central Street Phase 2 Corridor Improvements Project – Bid of D&E Plumbing & Heating LLC

Sponsor: Romine. Council Bill 2021-122.

A special ordinance approving the plans and specifications for the Central Street Phase 2 Corridor Improvements project; accepting the bid of D&E Plumbing & Heating, LLC, in the amount of \$2,168,223.80 for said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Council Bill 2021-122. Special Ordinance 27504 was approved by the following vote: Ayes: Hardinger, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: Romine. Abstain: None.

**Historical Site
Designation - Fairbanks
House**

The following bill appeared on the agenda under Resolutions.

Sponsor: McGull. Council Bill 2021-128.

A resolution designating the Fairbanks House, located at 1125 South Delaware Avenue, as a Historic Site on the Springfield Historic Register.

Bob Hosmer, Planning Manager, gave an overview of the proposed. Mr. Hosmer noted the proposed will designate the Fairbanks House as a historical site on the Springfield Historic Register. He further noted the Landmarks Board initiated the nomination. He added the property designation as a historical site requires review by the Landmarks Board for any exterior alterations requiring a building permit. Mr. Hosmer noted a permit shall not be issued unless the Landmarks Board approves a Certificate of Appropriateness. He further noted if the Landmarks Board denies an application for a Certificate of Appropriateness, the Building Development Services Department shall not grant a building permit until the expiration of 60 days from the date of the application for the certificate. He added on May 5, 2021, the Landmarks Board determined that 1125 South Delaware Avenue meets the criteria for being designated as a historical site.

Laura McCaskill, Owner and Applicant of the Fairbanks House, expressed her support for the proposed. Ms. McCaskill noted she purchased the property in question in November 2019. She outlined the history of the Fairbanks House with Council. She noted the Fairbanks House was built by relatives of Jonathan Fairbanks, who was Superintendent of Springfield Public Schools from 1875 until 1913. She expressed her opinion the Fairbanks House has historical significance. Ms. McCaskill expressed her belief many of the sourcing materials from various Springfield landmarks, which none remain standing, helped provide building materials for the Fairbanks House. She noted she recently won the gold certification for yard ethic for the City of Springfield in which the yard has been planted in fescue and native plants.

Councilman McGull expressed his appreciation and support for the proposed.

An opportunity was given for citizens to express their views.

Paden Chambers, Chairman of the Landmarks Board, spoke in support of the proposed. Mr. Chambers noted the proposed is consistent with the Landmark's Board's effort of nominating sites that exemplify a period of historical development in Springfield.

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

Councilman Hosmer noted the Thompson family, who were former occupants of the Fairbanks House, are family descendants as cousins. He expressed his support for the proposed.

Council Bill 2021-128. Resolution 10583 was approved by the following vote: Ayes: Hardinger, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: Romine. Abstain: None.

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

The following bill appeared on the agenda under Grants.

Agreement with the Missouri Highways and Transportation Commission – Vehicle Detection Systems for Traffic Signals

Sponsor: Ollis. Council Bill 2021-129.

A special ordinance authorizing the City Manager, or his designee, to enter into a Surface Transportation Program-Urban Program Agreement with the Missouri Highways and Transportation Commission for the purpose of appropriating federal funds to partially reimburse the purchase of vehicle detection systems for traffic signals; amending the budget of the Department of Public Works for Fiscal Year 2020-2021, in the amount of \$620,000; and declaring that this council bill qualifies for approval in one reading.

Tom Dancey, Traffic Engineer, gave an overview of the proposed. Mr. Dancey noted the proposed is for the purchase of vehicle detection systems for traffic signals. He further noted the proposed system would be installed along arterial corridors at City-maintained signalized intersections with sensors mounted on signal poles or mast arms to detect approaching vehicles hundreds of feet in advance of the intersection. He added there is currently a traffic signal advance detection unit being utilized at the National and Bennett intersection. Mr. Dancey noted the implementation of advance detection will provide for continuous collection of volume and speed data for creating a variety of performance metrics to evaluate and improve signal programming more effectively within the community. He further noted the additional information could be utilized by traffic engineers to help improve signal timing to reduce delay to motorists, enhance intersection safety, and improve overall arterial traffic flow. He added while advance detection has already been installed at some locations as part of recent projects, approval of the proposed authorizes the City Manager to enter into a Surface Transportation Program Urban Program Agreement to utilize federal Surface Transportation Block Grant funds to purchase equipment to be installed at over 50 signalized intersections maintained by the City. Mr. Dancey noted the proposed would help enhance traffic safety, improve traffic mobility and flow, and maintain reliability for the City's traffic signal operations. He further noted the proposed would not be utilized for enforcement purposes. He added the equipment would be installed by Public Works staff or by contract in conjunction with other signal improvement projects. Mr. Dancey noted the required minimum local match of 20% or approximately \$155,000 would be funded from the 1/8-Cent Transportation Sales Tax – Traffic Flow and Safety Program and is already budgeted.

Councilman Ollis asked for clarification whether the proposed would be able to detect bicycles approaching an intersection. Mr. Dancey answered affirmatively.

Councilman McGull asked for clarification whether the proposed would be an inferred system for detection. Mr. Dancey noted the detection is a radar-based system.

Councilman Lear asked for clarification whether the proposed would be utilized for traffic enforcement purposes. Mr. Dancey reiterated the proposed would not be utilized for traffic enforcement and does not read license plates.

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

Council Bill 2021-129. Special Ordinance 27505 was approved by the following vote: Ayes: Hardinger, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: Romine. Abstain: None.

**Grants from the United
States Department of
Transportation –
Springfield-Branson
National Airport Board**

Sponsor: Hosmer. Council Bill 2021-130.

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's Airport Improvement Program to the City, by and through the Springfield-Branson National Airport Board, in the amounts of \$313,291 and \$670,230, for certain purposes specified in the grant agreements; and declaring that this bill qualifies for approval in one reading.

Kristy Bork, Assistant Director of the Springfield-Branson National Airport, gave an overview of the proposed. Ms. Bork noted the Airport receives annual entitlement funding from the Federal Aviation Administration (FAA) on a yearly basis, which has been utilized for the Airport Improvement Program (AIP). She further noted the monies being received for the AIP since 2006 has been going towards offsetting the costs of the building the Midfield Terminal, which was opened in 2009. Ms. Bork added some of the terminal debt is now being paid off by the Airports fees and charges for services. She noted the Airport received notification from the FAA that the Airport is eligible for approximately \$313,291 for the purpose of designing the reconstruction of Taxiway Bravo, Reconstruction of Taxiway November from Taxiway Alpha to the Approach End of Runway 20, Rehabilitation General Aviation Apron, and approximately \$670,230 for the rehabilitation of Cargo Apron and construction of Runway 2-20 Blast Pad. She further noted the proposed agreements state that the grant will cover 100% of allowable costs incurred by the Airport with no local match required. Ms. Bork added the AIP grant funds were included within the 2020-2021 proposed budget, so no budget adjustment is necessary. She noted the Airport expects to receive additional AIP funds, which are also included in the current budget and would be included in future budgets. She further noted the Airport Board and staff are asking Council to give authority to the City Manager to approve these AIP entitlement grants and any future AIP entitlement grants when those grant funds are included within the Airport's annual budget.

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

Council Bill 2021-130. Special Ordinance 27506 was approved by the following vote: Ayes: Hardinger, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: Romine. Abstain: None.

AMENDED BILLS

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

**Conditional Use Permit
No. 451 – 303 West
Plainview Road**

Sponsor: Schilling. Council Bill 2021-131.

A special ordinance granting Conditional Use Permit No. 451 for the purpose of authorizing a self-service storage facility to operate as a conditional use within the GR, General Retail District, generally located at 303 West Plainview Road. (Staff and Planning and Zoning Commission recommend approval.)

Brendan Griesemer, Acting Director of Planning and Development, gave an overview of the proposed. Mr. Griesemer noted the proposed is for a new self-service storage facility at 303 West Plainview Road. He further noted the City's Comprehensive Plan identifies the property in question as medium intensity retail, office or housing. He added a public sewer extension is not feasible for this property due to a nearby sinkhole within the area. Mr. Griesemer noted the proposed self-service storage facility is one of the few uses that may be developed on the property in question. He further noted the conditional use permit will limit access to the existing driveways along Plainview Road and a bufferyard of 5 feet with fence provided between residential county zoning and general retail would be required. He added the application meets the approval standards for a conditional use permit.

Councilman Schilling asked for clarification regarding the number of storage facilities currently within the city limits. Mr. Griesemer noted he does not have data currently available but would provide information to the Council. He further noted the City has been receiving several applications for storage facilities.

An opportunity was given for citizens to express their views.

Billy Kimmons spoke in support of the proposed. Mr. Kimmons noted he is a principal architect with Hood Rich and is representing the applicant. He further noted the proposed is the best and only use for the property in question due to there being no sewer service available. He expressed his belief the property in question is unique. Mr. Kimmons noted approximately 30 years ago, construction was started on a structure so an existing foundation is present, which they can utilize for the proposed. He further noted he is available to respond to any questions posed by Council.

There were no questions posed by Council.

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

**Rezoning at 309 and 327
West Lakewood Street**

Sponsor: Schilling. Council Bill 2021-132.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.5 acres of property generally located at 309 and 327 West Lakewood Street from GR, General Retail District, to R-MD, Medium Density Multi-Family Residential District; establishing Conditional Overlay District No. 199; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Moon City, LLC; 309 & 327 W. Lakewood Street; Z-10-2021 w/Conditional Overlay District No. 199.)

Bob Hosmer, Planning Manager, gave an overview of the proposed. Mr. Hosmer noted the applicant is proposing to rezone approximately 1.5 acres from a general retail district to medium density multi-family residential district and establish a conditional overlay district No. 199. He further noted the applicant would like to construct a new multi-family apartment building. He added the proposed is within the James River Freeway and Campbell Avenue Activity Center as designated within the Growth Management and Land Use Plan Element of the City's Comprehensive Plan. Mr. Hosmer noted the transportation plan classifies Lakewood street as a collector roadway. He further noted a traffic impact study would not be required, and the proposed is consistent with the multi-family zoning to the northeast, east and south east which is outside the City limits in unincorporated Greene County. Mr. Hosmer further noted the proposed fits within the criteria for being located within an activity center area. He added the conditional overlay district would limit the residential density to 28 dwelling units per acre. He noted the applicant is only proposing 40 dwelling units versus an available total of 42. He further noted the property in question is not located in a Federal Emergency Management Agency designated floodplain or a stream buffer area. He added a fee-in-lieu-of on-site stormwater detention will not be allowed. Mr. Hosmer noted the site plan meets the multi-family location and design guidelines.

An opportunity was given for citizens to express their views.

James Hanson spoke in support of the proposed. Mr. Hanson noted he works for Anderson Engineering and is representing the applicant. He further noted he is available to respond to any questions posed by Council.

There were no questions posed by Council.

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

**Annexing Private
Property at 5505 West
Sunshine Street**

Sponsor: Schilling. Council Bill 2021-133.

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits;' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones;' for the purpose of annexing 25 acres of private property generally located at 5505 West Sunshine Street into the City of Springfield, referenced as Annexation A-2-2021. (By: West Sunshine Development, LLC; 5505 W. Sunshine Street; Annexation A-2-2021.)

Brendan Griesemer, Acting Director of Planning and Development, gave an overview of the proposed. Mr. Griesemer noted a request to initiate annexation for the proposed was approved at the May 3, 2021 Council meeting. He further noted the owner of the private property is requesting annexation into the city limits. He added the property in question is located within the City's urban service area near James River Freeway and Sunshine Street and is immediately adjacent to the city limits. Mr. Griesemer noted the property in question is currently vacant but was previously utilized as a manufactured home community. He further noted the applicant intends on developing the property in question and eastern 3 acres, which is already currently located within the city limits, into a commercial subdivision with multiple commercial lots. He added the City's services, such as for utilities, police, and fire, can serve the property in question. Mr. Griesemer noted there is also an automatic aid agreement with the City of Republic for fire response service.

Councilman Hosmer asked for clarification regarding the City's urban service area boundaries. Mr. Griesemer noted the City's urban service area encompasses the unincorporated area outside the city limits. He further noted some cities, such as Republic, are located next to the City's urban service area. He added City staff is reviewing the City's urban service area boundaries in relations to the City's Forward SGF plan and future annexation possibilities. Councilman Hosmer asked for clarification whether the City has boundary agreements with the surrounding cities. Mr. Griesemer noted the City has boundary agreements with the cities of Battlefield, Republic, Willard, and Rogersville. Mr. Gage and Mr. Griesemer noted City staff will work with the various surrounding cities regarding possible annexations in the future. Mr. Gage expressed his belief planning for the future is important for the growth of the community, as well as to plan for necessary services for those possible areas for potential future annexations.

Mayor McClure asked for clarification whether the proposed would have a negative impact on the City's ISO Fire Insurance rating. David Pennington, Fire Chief, expressed his belief the proposed will negatively impact the City's ISO Fire Insurance rating. He noted the proposed is currently outside the recommended ISO 1.5-mile response distance by 3.4 miles for the 1st due unit. He further noted there are also concerns with the water supply for this proposed annexation. He added all new developments must meet conditions of the Fire Code. Chief Pennington noted prior to issuance of any building permit, plans must be in place to develop sufficient fire flow for the proposed structures.

Councilman Schilling asked for clarification whether the property in question would be constructed for commercial development. Mr. Griesemer answered affirmatively and noted a possible rezoning request and preliminary plat may be presented to Council for consideration at a future meeting dependent upon the proposed.

An opportunity was given for citizens to express their views.

Ryan Schweissguth spoke in support of the proposed. Mr. Schweissguth noted he is with Conklin Engineers and is available to respond to any questions posed by Council.

There were no questions posed by Council.

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

**Rezoning at 329 and 331
South Oak Grove
Avenue**

Sponsor: McGull. Council Bill 2021-134.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 10.67 acres of property generally located at 329 and 331 South Oak Grove Avenue from R-SF, Residential Single-family, to HM, Heavy Manufacturing; establishing Conditional Overlay District No. 196; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: KKJ Wholesale LLC & Amaleki Robinson; 329 & 331 South Oak Grove Avenue; Z-5-2021 w/COD #196.)

Brendan Griesemer, Acting Director of Planning and Development, gave an overview of the proposed. Mr. Griesemer noted the applicant is requesting to rezone approximately 10.67 acres generally located at 329 and 331 South Oak Grove from residential single-family to heavy manufacturing and establishing conditional overlay district No. 196. He further noted the applicant intends to combine the property in question with the existing warehouse lot directly to the west located at 340 South Patterson Avenue. He added the applicant also intends to construct access through the 340 South Patterson property to access the rear of the existing building which would be located on the property in question. Mr. Griesemer noted per City's Comprehensive Plan, the proposed is appropriate for general industry, transportation, and utilities. He further noted Oak Grove is classified as a local street and Patterson Avenue is a collector roadway. He added a traffic impact study is not required and a fee in lieu of on-site stormwater detention will not be allowed. Mr. Griesemer outlined the conditional overlay district requirements with Council, such as a 6-foot solid wood fence along all adjacent residential single-family properties would be required. He noted the conditional overlay district prohibits industrial truck access to Oak Grove Avenue and only allow employee and emergency vehicular access and must be signed as such.

Councilman McGull asked for clarification regarding number of allowed employees that would have vehicular access for Oak Grove Avenue for the proposed. Mr. Griesemer noted he does not know, but the applicant may be able to address this question during tonight's discussion.

Councilman Ollis asked for clarification regarding the location of the proposed. Mr. Griesemer noted the proposed is near the headquarters of O'Reilly, and the Convoy of Hope warehouse properties. He further noted there were stormwater improvements recently conducted by the City near this area.

Councilman Hosmer asked for clarification regarding possibly implementing heavy manufacturing near single-family residential housing. Mr. Griesemer noted City staff tries not to support heavy manufacturing zoning near single-family residential zoning. He further noted a six-foot solid wood fence shall be required along all adjacent residential single-family zoned properties and a tree survey shall be conducted at the time of development to identify significant trees for preservation within the bufferyard. Councilman Hosmer asked for clarification whether the City enforces property owners to maintain bufferyards between commercial and single-family residential developments. Mr. Griesemer noted City staff initially inspects the development to make sure the bufferyard has been implemented. He further noted if plantings or fencing is not being maintained, citizens may file a request or complaint so City staff can review their request for follow-up.

An opportunity was given for citizens to express their views.

Teresa Davison spoke in support of the proposed. Ms. Davison noted she is an engineer for Heithaus Engineering & Associates, Inc. She further noted a neighborhood meeting summary was conducted virtually on Friday, April 16, 2021, as well as approximately 98 mailers were sent to residents within a 500-foot radius. She outlined the proposed with Council. She added the property in question is located and addressed on Oak Grove Avenue, but the applicant intends to combine lots with the property to the west.

Councilman McGull asked for clarification regarding the conditional overlay district prohibiting industrial truck access to Oak Grove Avenue and only allow employee and emergency vehicular access. Ms. Davison noted the conditional overlay district would prohibit industrial truck access to Oak Grove Avenue and only allow employee parking and emergency access to Oak Grove Avenue with appropriate signage would be allowed. She further noted there are no current plans for this at this time. Councilman McGull asked for clarification regarding the recent stormwater improvements made near the property in question. Ms. Davison noted the recent stormwater improvements seem to be working appropriately in the neighborhood area.

Councilman Ollis asked for clarification whether the proposed is for the Queen City Warehouse property. Ms. Davison answered affirmatively. Councilman Ollis asked for clarification whether the proposed is congruent with the other manufactured zoning within the area. Mr. Griesemer answered affirmatively.

Mayor Pro Tem Simpson asked for clarification whether a fire station is near the proposed. Ms. Davison answered affirmatively.

Councilman Lear asked for clarification regarding the current zoning near the proposed and what types of businesses would be allowed in a heavy manufacturing district. Mr. Griesemer noted the areas to the north and east of the proposed is zoned heavy manufacturing. He further noted there are several types of business uses, such as auto repair, that may cause a higher level of noise that would be allowed within a heavy manufacturing zoning district, but there are bufferyard requirements to help lower the noise levels for the surrounding area.

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

The following appeared on the agenda under First Reading Bills.

Preliminary Tax Levy

Sponsor: Hosmer. Council Bill 2021-135.

A special ordinance setting a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies, for the Fiscal Year beginning July 1, 2021, and ending June 30, 2022; and declaring an emergency.

David Holtmann, Director of Finance, provided an overview of the proposed. Mr. Holtmann noted the proposed is a companion bill to the adoption of the City's annual operating budget and sets the preliminary tax levy on real and personal property. He further noted the tax levy is assessed on all property within the city limits on the tax rolls as of January 1, 2021. He added the projected levy for Fiscal Year 2021-2022 will be \$0.6196 per \$100 assessed valuation in the City's proposed budget. Mr. Holtmann noted the actual levy may be adjusted in August 2021 based upon the tax levies provided by the State Auditor because tax levies established by ordinance are based upon State law. He further noted City staff would be coming back before Council for consideration in approximately August 2021 to set the actual levy. He added the proposed would generate approximately \$542,000 tax dollars for the City, which will help provide funding for the Art Museum, Springfield-Greene County Parks Department, Springfield-Greene County Health Department, and the City's level property tax program.

Mayor McClure asked for clarification regarding the date for the State Auditor to certify the tax levies. Mr. Holtmann noted the tax levies must be certified by the State Auditor before September 1, 2021, which is why City staff would be presenting the actual finalized tax levy figures to Council for consideration in August 2021.

Councilman Lear expressed many individuals have received their tax assessments from Greene County and have been upset due to the significant increase in property assessments. He asked for clarification whether Council has any authority regarding the property tax assessments from Greene County. Mr. Holtmann noted City staff nor Council has any authority regarding the tax assessments from Greene County. He further noted the State Auditor is required to review and approve all levies and determine that they meet the statutory test and constitutional test, known as the "Hancock Amendment". He added these tests factor in growth regarding assessed value and the Consumer Price Index.

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

2021-2022 City Budget

Sponsor: Simpson. Council Bill 2021-136.

A special ordinance adopting a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2021, and ending June 30, 2022; providing that certain amounts shown in the budget document are appropriated for the various departments specified in said budget; and declaring an emergency.

David Holtmann, Director of Finance, provided an overview of the proposed. Mr. Holtmann noted Council received a copy of the City's proposed budget on April 30, 2021 for review. He further noted City staff conducted several budget workshop meetings with Council, which were held on May 4, 2021, May 11, 2021, May 18, 2021, and May 25, 2021. Mr. Holtmann outlined the budget process, appropriations, and budget highlights or takeaways with Council. He noted the proposed is a balanced budget per the City's Charter requirements. He further noted the City has a light debt load and maintains an excellent Aa1 bond rating. He added the City's fund balance for the general fund, which contains the City's rainy-day fund, remains within Council's established reserve goal of 20% of the operating revenue. Mr. Holtmann noted the proposed does not include the American Rescue Plan Act of 2021 monies, which will be presented to Council for consideration at a later date. He further noted City staff is currently meeting with the collective bargaining union groups, and on-going funding has been set-aside for pay plan improvements.

Mayor McClure expressed his appreciation to the City staff for the proposed, as well as their dedicated service to the City.

Councilman Ollis also expressed his appreciation to the City staff for the proposed. He asked for clarification regarding the funding for the blight study pertaining to the Grant Avenue Parkway project. Jason Gage, City Manager, noted City staff would provide information about the funding for the blight study regarding the Grant Avenue Parkway project.

Councilman Lear asked for clarification whether the issue of workers compensation would be included within the actuarial study for Risk Management for Fiscal Year 2022. Mr. Holtmann answered affirmatively and noted the City's liability fund would also be included within the actuarial study for Risk Management. He further noted the upcoming actuarial study will help guide the City's future regarding workers compensation and liability insurance.

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

**Relinquishing Sanitary
Sewer Easement – 3745
South Broadway Avenue**

Sponsor: Schilling. Council Bill 2021-137.

A special ordinance relinquishing certain sanitary sewer easements located at 3745 South Broadway Avenue in Springfield, Missouri, for the purpose of accommodating new construction at said location.

Brendan Griesemer, Acting Director of Planning and Development, gave an overview of the proposed. Mr. Griesemer noted Springfield Public Schools is the applicant and they are requesting to relinquish a sanitary sewer easement in order to accommodate construction of a new gymnasium and storm shelter at Horace Mann Elementary School. He further noted a replacement sanitary sewer easement is to be dedicated and the Planning and Zoning Commission does not have the authority to approve the proposed due to it contains conditions. He added consideration by Council is required for the proposed.

Councilman Hosmer asked for clarification regarding the proposed public improvements. Mr. Griesemer noted the proposed is relating to sanitary sewer construction improvements.

Mayor McClure asked for clarification regarding the location of the proposed. Mr. Griesemer noted the proposed would be on the west side of the Horace Mann Elementary School, which is located at the back of the school.

An opportunity was given for citizens to express their views.

Will Hoey spoke in support of the proposed. Mr. Hoey noted he works for Olsson and Associates and is representing the applicant. He noted the easement is being shifted to the west side in order to accommodate construction of a new gymnasium and storm shelter at Horace Mann Elementary School. He added he is available to respond to any questions posed by Council.

There were no questions posed by Council.

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

**Annual Maintenance
Contract for Traffic
Signals – Bid of Ewing
Signal Construction,
LLC.**

Sponsor: Lear. Council Bill 2021-138.

A special ordinance approving the Annual Maintenance Contract for Traffic Signals for Fiscal Year 2021-2022; accepting the bid of Ewing Signal Construction, LLC, in the amount of \$198,959.50; and authorizing the City Manager to enter into a contract with such bidder for the purpose of maintaining the City's traffic signal infrastructure.

Tom Dancey, Traffic Engineer, gave an overview of the proposed. Mr. Dancey noted the proposed awards the City's annual maintenance contract for traffic signals to Ewing Signal Construction, LLC., who was the lowest responsive and responsible bidder.

Mr. Dancey noted the City annually bids this work for construction of traffic signal infrastructure including, but not limited to, removal, repair, and installation of cabinets, poles and mast arms, signal heads, detectors, etc., which supplements the Transportation Management Division's maintenance responsibilities. He further noted the proposed continues the City's practice of bidding out this type of work for approximately 20 years for securing on-call contractor support for completing timely repairs and installation of traffic signal infrastructure as needed to maintain the traffic signal system in a safe and effective manner.

Mr. Dancey added the total contract expenses will be based on unit prices for actual work orders completed on an on-call basis. Mr. Dancey noted if the proposed is approved, it will be funded from the 1/4-cent Capital Improvements Sales Tax Traffic Signal-Traffic Calming Program and is already budgeted.

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

**Agreement with Cellco
Partnership d/b/a
Verizon Wireless**

Sponsor: Ollis. Council Bill 2021-139.

A special ordinance authorizing the City Manager, or designee, to enter into a Confidentiality and Nondisclosure Agreement with the Cellco Partnership d/b/a Verizon Wireless.

Rhonda Lewsader, City Attorney, provided an overview of the proposed. Ms. Lewsader noted the City has initiated audits to determine the existence or extent of possible underpayment of the gross receipts license tax by certain telecommunications providers operating within the City. She further noted Verizon considers the revenue data requested by the City's special legal counsel in connection with the audits to be proprietary and confidential. She added Verizon is willing to provide the data only if the City agrees to preserve the confidentiality of the requested information in accordance with, and to the extent permitted by, Missouri law. Ms. Lewsader noted the proposed does not prohibit the City from complying with Sunshine Law requirements but requires the City to provide notice to Verizon of any Sunshine Law requests and reasonably cooperate with Verizon to help protect their proprietary and confidential information. She further noted the proposed helps the City prevent any possible litigation for information needed by the City to determine if the City has been receiving appropriate revenue amounts from Verizon.

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

**Agreement with Greene
County, Missouri –
Housing Municipal
Prisoners**

Sponsor: Hardinger. Council Bill 2021-140.

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with Greene County, Missouri, for housing of Springfield Municipal prisoners.

Paul Williams, Police Chief, provided an overview of the proposed. Chief Williams noted based on the terms of a past settlement agreement, Greene County currently houses up to 48 municipal prisoners in the Greene County Jail. He further noted the City is not charged on a per-prisoner basis for the 48 municipal prisoners. Chief Williams noted the proposed allows the City to house additional municipal prisoners in the Greene County Jail in excess of the current 48 municipal prisoner limit.

Chief Williams further noted under the proposed, if the City exceeds 48 municipal prisoners in the Greene County Jail, additional municipal prisoners may continue to be housed at a rate of \$45.00 per municipal prisoner per day. He added the City would also be responsible for the cost of any medical care required for a municipal prisoner, as is already true for the 48 municipal prisoners covered by the prior agreement.

Councilman Ollis asked for clarification whether the Greene County Jail would be obligated to take additional prisoners over the 48 if needed. Chief Williams noted it would be at Greene County's discretion whether they would take the municipal prisoners over the 48 municipal prisoners, which is dependent upon the capacity at the Greene County Jail. He further noted Greene County is in the process of constructing a new jail, which should have a higher capacity to house prisoners. He added per the proposed it would be the Greene County Sheriff's Department's responsibility to find alternative placement to house the City's municipal prisoners if there is no room within the Greene County Jail.

Councilman Hosmer asked for clarification whether Greene County would abide by the proposed. Chief Williams answered affirmatively and noted Jim Arnott, Greene County Sheriff, approached him about the proposed. Councilman Hosmer asked for clarification regarding the amount of reimbursement Greene County receives for housing federal prisoners and how many federal prisoners are currently being housed within the Greene County Jail. Chief Williams noted he does not know the current reimbursement amount provided to Greene County for federal prisoners nor does he know how many federal prisoners are currently being housed in the Greene County Jail. Chief Williams further noted he would conduct research and provide the information to Council.

Mayor Pro Tem Simpson expressed his appreciation for the proposed. He further expressed his opinion there has been past capacity issues regarding municipal prisoners at the Greene County Jail and does not want additional issues associated with housing for municipal prisoners. Chief Williams noted he is not aware of Greene County needing to transport prisoners to other jail facilities outside Greene County due to capacity issues since the new auxiliary jail has been implemented. He further noted Greene County reported today they are holding approximately 940 prisoners, which is not exceeding their capacity. He added the new Greene County Jail will be opening in 2022.

Mayor McClure asked for clarification whether the City has exceeded 48 municipal prisoners. Chief Williams answered no.

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

**Agreement with Greene
County, Missouri –
Emergency Response**

Sponsor: Lear. Council Bill 2021-141.

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement for Mutual Aid, Police Services, Emergency Aid and Disaster Services with Greene County, Missouri, to allow cooperation between the Springfield Police Department and the Greene County Sheriff's Department for emergency response in their respective jurisdictions.

Paul Williams, Police Chief, provided an overview of the proposed. Chief Williams noted the Police Department and the Greene County Sheriff's Office have a history of working cooperatively as neighboring agencies. He further noted both agencies recognize that there may be times where an emergency situation creates a need for outside assistance. He added in the event of such an emergency, a pre-existing mutual aid agreement helps ensure a clear understanding of the rights and responsibilities for each agency to allow for a rapid and effective response in an emergency. Chief Williams noted the previous agreement expired, so the proposed is being considered. He further noted State law gives law enforcement officers the authority to respond to an emergency situation outside of the boundaries of the political subdivision from which that officer's authority is derived, provided that the involved political subdivisions first authorize such action by ordinance.

Councilman Lear asked for clarification whether there are similar agreements with other surrounding municipalities. Chief Williams answered affirmatively and noted City staff is working on updating those as they are needed.

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

The following appeared on the agenda under Petitions, Remonstrances, and Communications.

Appeared

Patricia Tursi addressed the issue of COVID-19 vaccinations and the use of public facilities for vaccination events. Ms. Tursi expressed her belief the vaccines for preventing COVID-19 are unsafe, especially for children, and should not be encouraged by the City and Health Department for immunization. She further expressed her belief the use of public facilities for vaccination events should not be utilized. She expressed her opinion there have been more deaths associated with the vaccines for preventing COVID-19 than the past 10 years from other vaccinations

Appeared

Brian McCadney addressed the issue of homelessness. Mr. McCadney expressed his opinion we need the “old America” back with more trust, transparency, and accountability towards each other. He further expressed his opinion taxpayer money should be spent on more education to help promote self-worth, more career days, and more take children to work-days, as well as prayer in schools. Mr. McCadney expressed his belief everyone needs to take responsibility for themselves and should step-up their efforts to better the community and country. He further expressed his belief change is needed because the local community has significant issues that need to be addressed.

Appeared

Cindy Slimp addressed the issue of Gun Violence Awareness Day. Ms. Slimp noted she is a volunteer with Moms Demand Action and is a gun violence survivor. She further noted Moms Demand Action is a grassroots movement of Americans fighting for public safety measures that can protect people from gun violence. She asked Council to please consider proclaiming the first Friday in June 2021 as Gun Violence Awareness Day. She encouraged everyone to wear orange on June 4, 2021 to remember and honor the individuals who have been affected or killed due to gun violence in the United States. Ms. Slimp expressed her belief more Americans are killed with guns than are killed in other high-income countries in an entire calendar year. She noted Missouri is ranked 5th highest in gun deaths in the country. Mayor McClure noted he will be issuing an upcoming proclamation regarding Gun Violence Awareness Day later this week.

Appeared

Michael Hasty addressed the issue of crime within the community. He expressed his belief violent crime and property crime are on the rise and should be the focus of police, not loud or excessive vehicle noise. Mr. Hasty noted the city had a record number of homicides last year. He expressed his opinion more police officers are needed to help fight crime. He further expressed Council should do whatever they can to help reduce crime and save lives.

Appeared

Seth Brooks addressed the issue of crime within the community. Mr. Brooks expressed his opinion crime is getting worse. He further expressed his opinion crimes, such as rape, murder, vehicle theft, and property crimes, continue to increase. Mr. Brooks expressed his opinion the City has an upper management issue that should be reviewed and addressed since crime continues to be on the rise the past several years.

The following appeared on the agenda under New Business.

Recommended

The Mayor recommends the following appointment to the Mayor’s Commission on Human Rights and Community Relations: Dr. Edna Smith, who is filling the unexpired term of Heather Hardinger, with term to expire October 1, 2023.

UNFINISHED BUSINESS

MISCELLANEOUS

CONSENT AGENDA FIRST READING BILLS

CONSENT AGENDA ONE READING BILLS

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

**Agreement with the
Missouri Highways and
Transportation
Commission – Lone
Pine Avenue**

Sponsor: Simpson. Council Bill 2021-123.

A special ordinance authorizing the City Manager, or his designee, to enter into a Road Relinquishment Agreement with the Missouri Highways and Transportation Commission for the purpose of accepting a portion of the state highway system along Lone Pine Avenue by quit-claim deed.

Council Bill 2021-123. Special Ordinance 27507 was approved by the following vote: Ayes: Hardinger, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: Romine. Abstain: None.

**Donation of F150
Pickup Truck to
Downtown Springfield
Association**

Sponsor: Hosmer. Council Bill 2021-124.

A special ordinance authorizing the City Manager, or his designee, to donate a 1998 Ford F150 pickup truck, #4004, to the Downtown Springfield Association for the purpose of picking up glass from Springfield businesses for recycling.

Council Bill 2021-124. Special Ordinance 27508 was approved by the following vote: Ayes: Hardinger, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: Romine. Abstain: None.

END OF CONSENT AGENDA.

Motion to Adjourn

Councilman McGull moved to Adjourn. Mayor Pro Tem Simpson seconded the motion, and it was approved by the following vote. Ayes: Hardinger, McGull, Schilling, Simpson, Ollis, Lear, and McClure. Nays: Hosmer. Absent: Romine. Abstain: None. The meeting adjourned at approximately 8:28 p.m.

Prepared by
Anita Baker

Anita J. Cotter, CMC/MRCC
City Clerk

June 1, 2021
Springfield, Missouri

The City Council met in special session June 1, 2021 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure.

Roll Call

Present. Andrew Lear, Heather Hardinger, Angela Romine, Abe McGull, Mike Schilling, Matthew Simpson, Craig Hosmer, Richard Ollis, and Ken McClure. Absent: None.

Closed Session

Mayor Pro Tem 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 preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups pursuant to Section 610.021(9), RSMo; 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: Lear, Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, Ollis, and McClure. Nays: None. Absent: None. Abstain: None.

Prepared by
Anita Baker

Anita J. Cotter, CMC/MRCC
City Clerk

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.

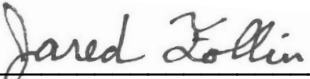
RECOMMENDATIONS:

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:

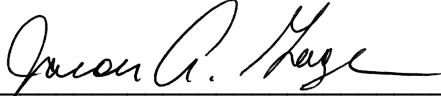
Staff recommends approval of the five (5) year extension of the East West Arterial mapping.

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:

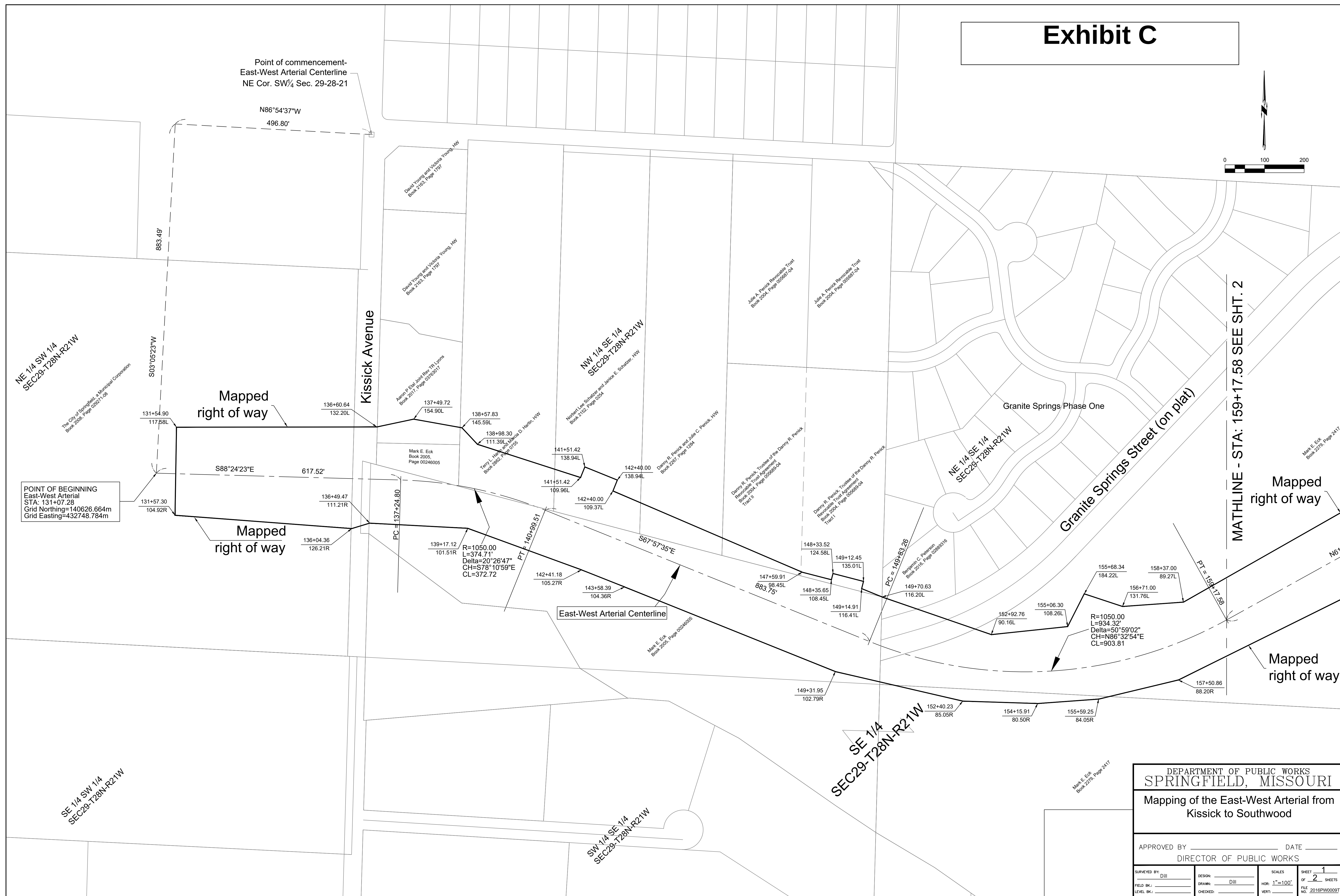
Mapping Plan
for
East West Arterial
City of Springfield, Greene County, Missouri

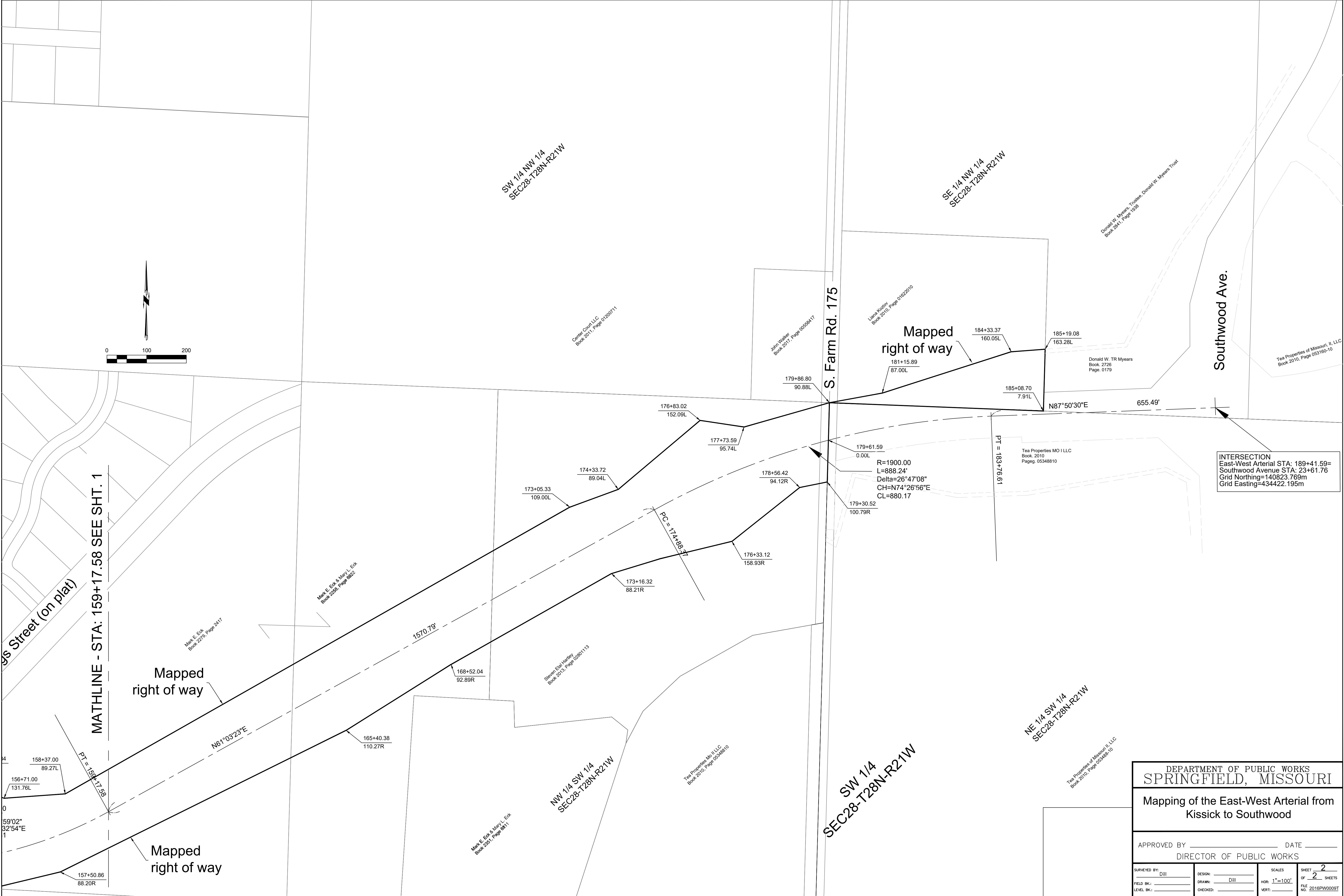
on file with the City of Springfield Public Works Department, file #2016PW0009T and described as follows:

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





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:

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.

[illegible]

APPROVED BY _____ DATE _____

DIRECTOR OF PUBLIC WORKS

State _____	County _____	City _____	Office _____
Sub- _____	Dist. _____	Map _____	Scale _____
Revised _____	Revised _____	Revised _____	Revised _____

Sheet _____ of _____

Scale _____

Map _____

City _____

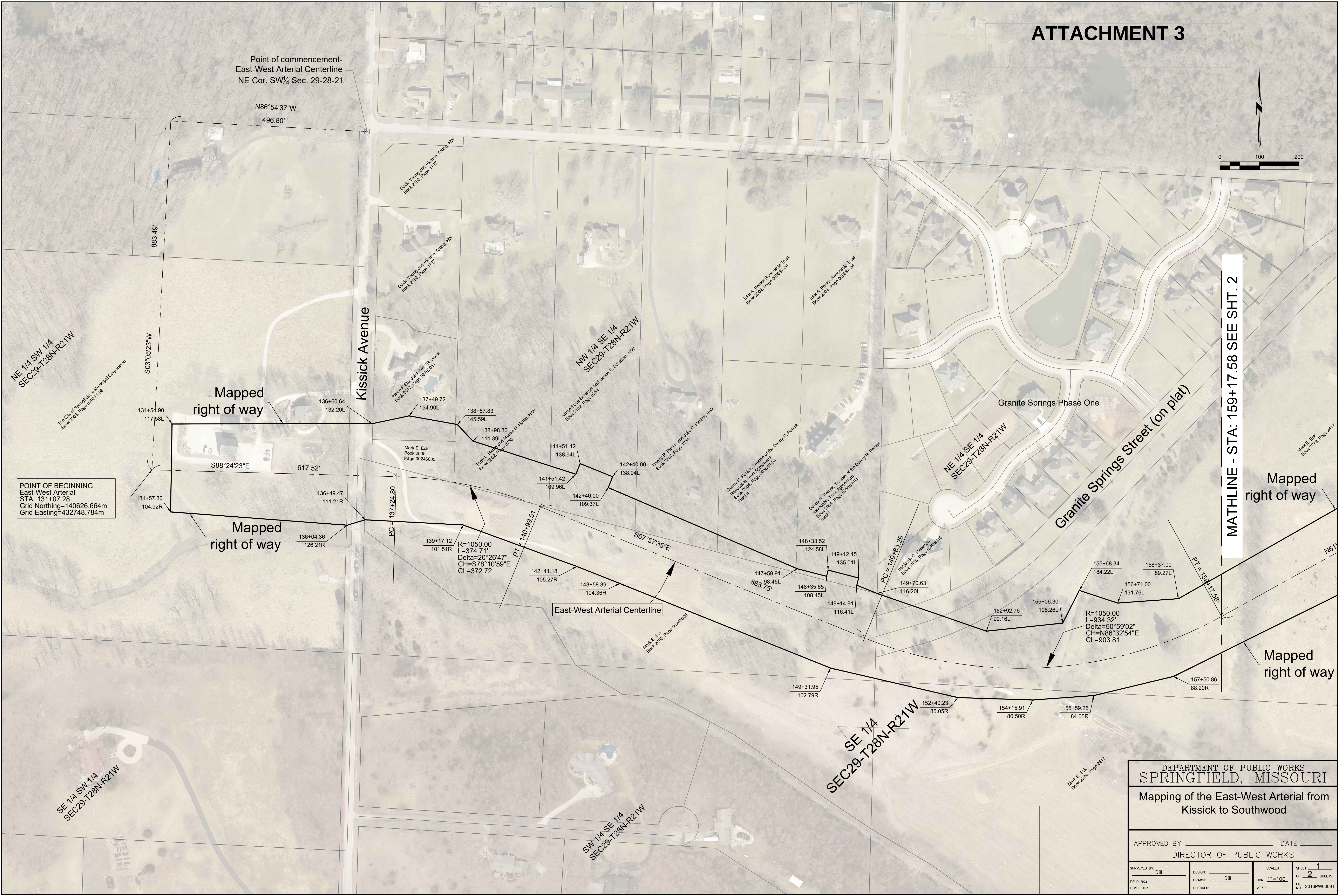
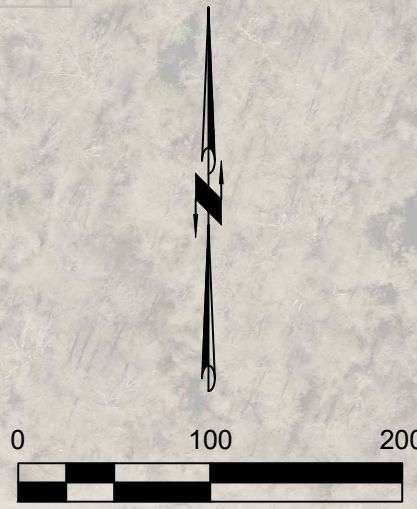
County _____

State _____

POINT OF BEGINNING
East-West Atoll
STA: 131+07.28
Grid Northing=140828.884m
Grid Easting=432748.784m



ATTACHMENT 3

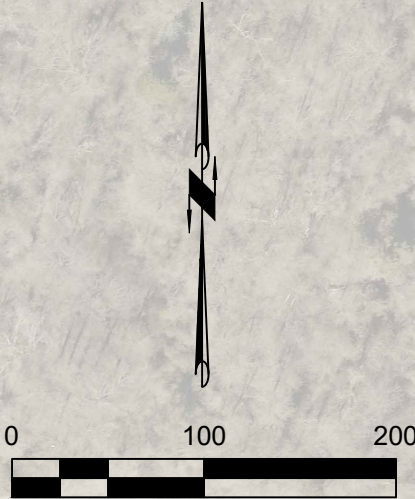


MATHLINE - STA: 159+17.58 SEE SHT. 2

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."

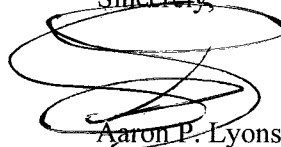
My property, which is located directly to the newly proposed location of the road where it would intersect Kissick Avenue (Farm Road 169). As you can see from the Staff Report, the previously designated location would have been located several thousand feet from my property. The new location for the 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. X
Pgs. 20
Filed: 05-25-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-131

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 451 for the purpose of authorizing a self-
2 service storage facility to operate as a conditional use within the GR,
3 General Retail District, generally located at 303 West Plainview Road.
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 May
12 6, 2021, and the Commission found that the necessary conditions existed for issuance
13 of Conditional Use Permit No. 451 for the property located at 303 West Plainview Road
14 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. 451; 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 303 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. 451 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. 451 is granted for the purpose of authorizing a self-service
30 storage facility to operate as a conditional use within the GR, General Retail District,
31 located at the property described in “Exhibit B,” which is attached hereto and
32 incorporated herein by this reference, and which is generally located at 303 West
33 Plainview Road.

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 451” 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 3” 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” is attached hereto and incorporated herein by
43 this reference in its entirety.
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, other applicable City regulations or Ordinances, 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: Jill Burris, Assistant City Attorney
64

65
66 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021- 131

FILED: 05-25-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To allow self-service storage facilities with a Conditional Use Permit in a GR, General Retail District generally located at 303 West Plainview Road (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION: CONDITIONAL USE PERMIT NUMBER 451

The applicant is requesting approval of a Conditional Use Permit to allow self-service storage facilities with a Conditional Use Permit in a GR, General Retail District generally located at 303 W. Plainview Rd. The applicant is proposing a new self-service storage facility.

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 451 in a manner consistent with the attached site plan (Exhibit D - Attachment 4).

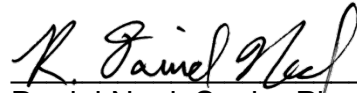
FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit.
2. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Medium Intensity Retail, Office, or Housing.
3. The proposed self-service storage facility is one of the few uses that can be developed on this site without extending public sewer. Public sewer extension is not feasible to this property because it will have to traverse a sinkhole to get to the closest lift station and it cannot connect to the private force main that crosses its property.
4. Approval of this request will provide for the redevelopment 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 May 6, 2021, and recommended approval, by a vote of 8 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:



Brendan Griesemer, Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Requirements for Conditional Use Permit Number 451

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 451

Attachment 3, Standards and Responses for Conditional Use Permits

Attachment 4, Site Plan

Exhibit A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 451

1. A self-service storage facility, as defined in Section 36-363 of the Zoning Ordinance, is permitted in conformance with Attachment 5 (site plan).
2. Self-service storage facilities, as defined in Section 36-363 of the Zoning Ordinance, shall comply with all the standards listed in Attachment 3.
3. The standard right-of-way width for W. Plainview Road is 35-feet from the centerline and is required to be dedicated prior to the issuance of a building permit. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed or placed within the required right-of-way of W. Plainview Road.
4. No additional access other than the existing access will be allowed based on driveway spacing standards in City Code Chapter 98.
5. Sidewalk is required along the entire length of property frontage on Plainview Road, or a fee paid in-lieu-of sidewalk construction, which must first be reviewed and approved by the Administrative Review Committee (ARC). If approved, the fee-in-lieu must be paid prior to issuance of a building permit.
6. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

Exhibit B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 451

ALL OF LOT TWO (2), HOEFT'S SUBDIVISION, IN GREENE COUNTY, MISSOURI,
ACCORDING TO THE RECORDED PLAT THEREOF.

Exhibit C

**RECORD OF PROCEEDINGS
Planning and Zoning Commission – May 6, 2021**

Conditional Use Permit 451
303 West Plainview Road
Applicant: Penny Development, LLC

Mr. Hosmer states that this is a request to allow self-service storage facilities with a Conditional Use Permit in a GR, General Retail District generally located at 303 West Plainview Road. The Comprehensive Plan identifies the property as Medium Intensity Retail, Office, or Housing. The Transportation Plan classifies Plainview Road as a Secondary Arterial roadway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain or a stream buffer area. A fee in lieu of on-site stormwater detention will be allowed. The proposed self-service storage facility is one of the few uses that can be developed on this site without extending public sewer. Public sewer extension is not feasible to this property because it has to traverse a sinkhole to get to the closest lift station and it cannot connect to the private force main that crosses its property. Sidewalk will be constructed along the frontage of Plainview Road. The CUP will limit access to the existing driveways along Plainview Road. A Type F bufferyard 5 feet with fence will be provided between residential county zoning and GR. The application meets the approval standards for the conditional use permit. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Billy Kimmons, representing the applicant and stated that the best and only use for this property would be for self-storage due to the fact that there is no sewer and here to answer any questions.

Mr. King Coltrin wanted to pass on his appreciation for making this look much better.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to approve Conditional Use Permit 451 (303 West Plainview Road). Mr. Coltrin seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Ogilvy.



Bob Hosmer, AICP
Planning Manager

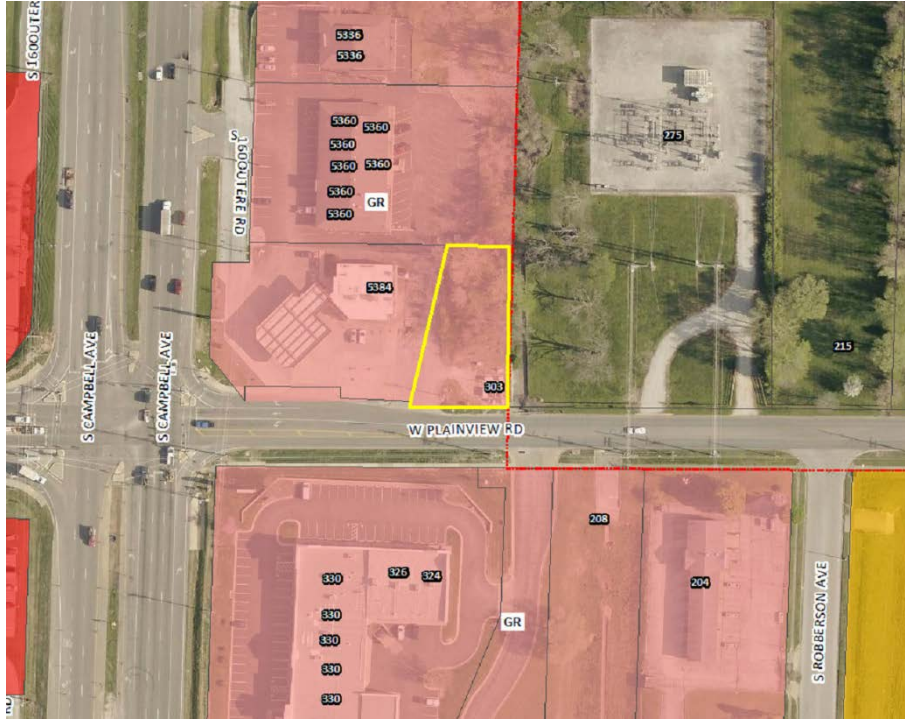
Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

MAY 6, 2021

CITY COUNCIL PUBLIC HEARING:

JUNE 1, 2021



CASE NUMBER:

Conditional Use Permit 451

LOCATION: 303 W. Plainview Rd.

ACRES: Approximately 0.34 acre

EXISTING LAND USE:

Vacant/undeveloped with multiple utility structures

APPLICANT: Penny Development, 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 self-service storage facilities with a Conditional Use Permit in a GR, General Retail District generally located at 303 W. Plainview Rd.

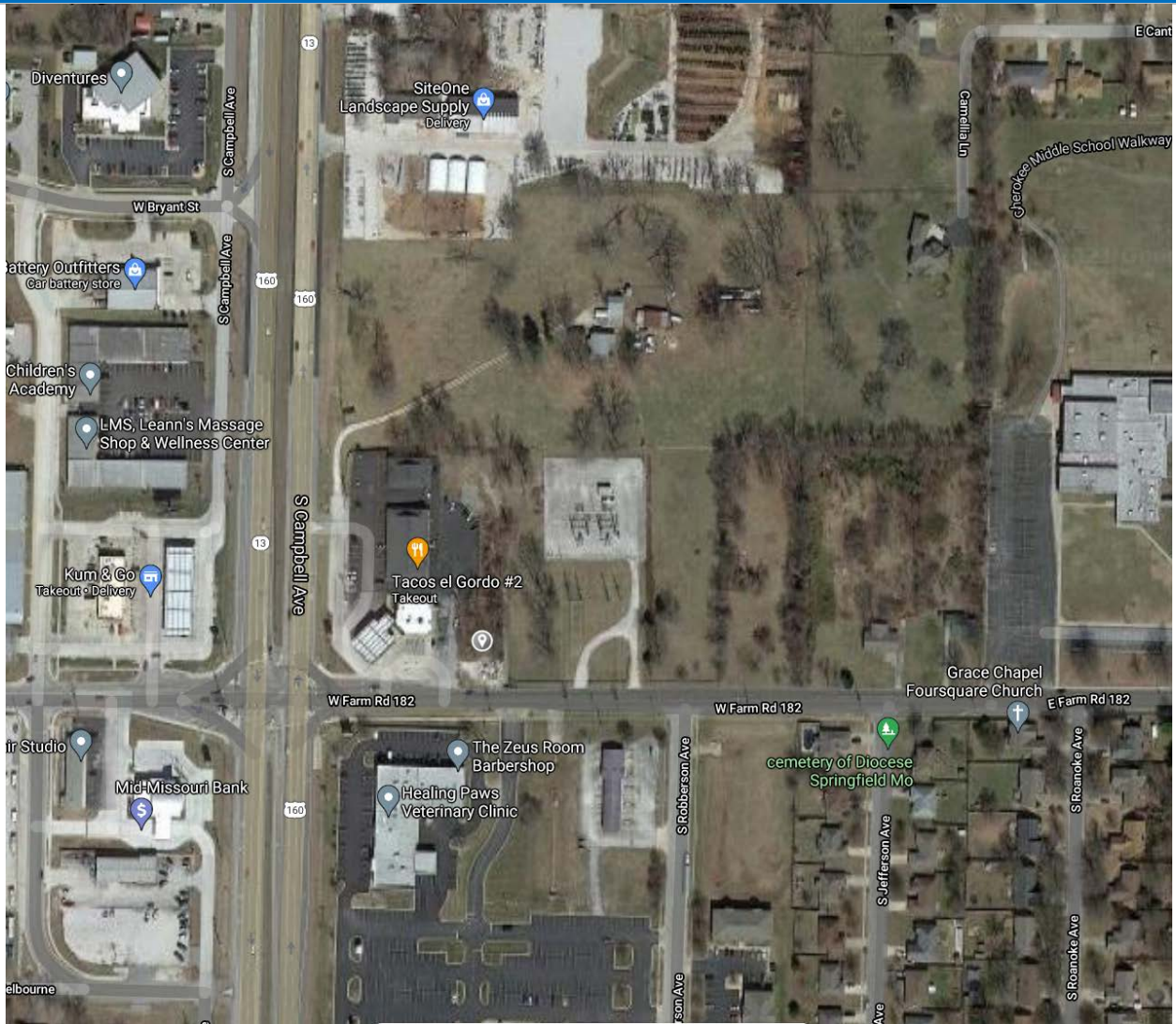
FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit.
2. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Medium Intensity Retail, Office or Housing.
3. The proposed self-service storage facility is one of the few uses that can be developed on this site without extending public sewer. Public sewer extension is not feasible to this property because it has to traverse a sinkhole to get to the closest lift station and it cannot connect to the private force main that crosses its property.
4. Approval of this request will provide for the redevelopment 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	GR	GR	County R-1	GR
LAND USE	Office and retail uses	Office and retail uses	City Utilities substation	Convenience store with fuel

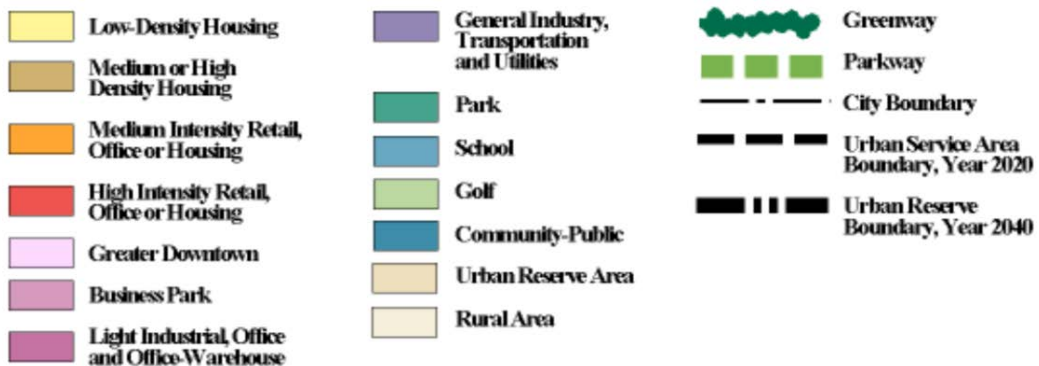
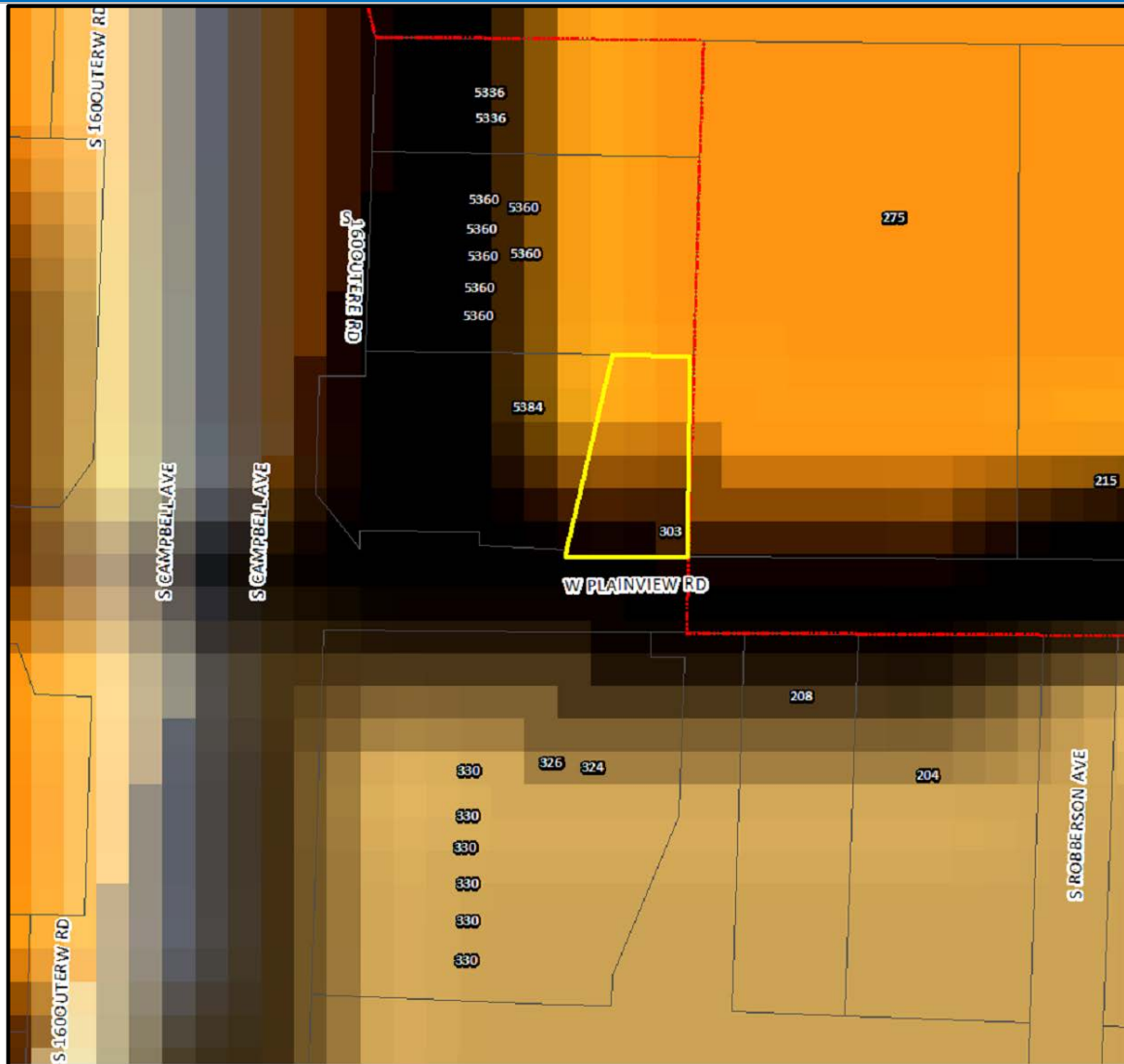
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property was annexed into the City in 2003 and rezoned to GR at that time. The subject property, which is all of Lot 2 of Hoeft's Subdivision, was approved and recorded by Greene County in 1988.

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 Intensity Retail, Office or Housing.

STAFF COMMENTS:

-
1. The applicant is requesting approval of a Conditional Use Permit to allow self-service storage facilities with a Conditional Use Permit in a GR, General Retail District generally located at 303 W. Plainview Rd. The applicant is proposing a new self-service storage facility.
 2. The proposed self-service storage facility is one of the few uses that can be developed on this site without extending public sewer. Public sewer extension is not feasible to this property because it has to traverse a sinkhole to get to the closest lift station to the north and it cannot connect to the private force main that crosses its property to the west. The applicant has noted on their site plan that public sewer is not available to this lot.
 3. The bufferyard requirement between GR and County R-1 (which is comparable to R-SF) zoning is a bufferyard "Type F"; however, the property qualifies for a narrow lot exemption and is allowed a reduced bufferyard of 5 feet with a solid fence. A bufferyard is required along the east property boundary as shown on the site plan.
 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. A Traffic Impact Study is not required as the trips generated by the conditional use permit do not exceed the threshold of 1,000 trips per day or 100 trips in the a.m. or p.m. peak.
 6. There is not existing sidewalk along the property frontage of W. Plainview Road. Sidewalk must be constructed at the time of development or a fee in lieu of sidewalk construction applied for, approved by the Administrative Review Committee (ARC) and fees paid prior to issuance of a building permit.
 7. Approval of this request will provide for the redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
 8. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

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: 8	Returned: 0
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DEPARTMENT COMMENTS:

ATTACHMENT 1 CONDITIONAL USE PERMIT 451

AT&T COMMENTS:

AT&T has no objections.

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments in allotted review time.

CITY UTILITIES COMMENTS:

No issues with proposed CUP. Some Electric relocations will likely be necessary during construction process to facilitate new use.

CLEAN WATER SERVICES COMMENTS:

No issues with proposed CUP.

FIRE DEPARTMENT COMMENTS:

No comments.

STORMWATER DIVISION COMMENTS:

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 **will be allowed because the amount of impervious area added is small**. 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.

TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Plainview Road as a Secondary Arterial Roadway. The standard right-of-way width for W. Plainview Road is 35-feet from the centerline. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed or placed within the required right of way of W. Plainview Road. W. Plainview Road is a city-maintained roadway.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for W. Plainview Road. On-street parking is not allowed along W. Plainview Road.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from W. Plainview Road. This will be the only access point allowed based on driveway spacing standards set forth in Section 98 of City Code.

SIDEWALK

There is not existing sidewalk along the property frontage of W. Plainview Road. Sidewalk must be constructed at the time of development or a fee in lieu of sidewalk construction applied for, approved by the ARC and fees paid prior to issuance of a building permit.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

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

IMPROVEMENTS

A Traffic Impact Study is not required as the trips generated by the conditional use permit do not exceed the threshold of 1,000 trips per day or 100 trips in the a.m. or p.m. peak.

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. Plainview Road	Collector	No	30	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		0	0	0	
*Proposed Trips Generated		52	65	54	
Additional Trips Generated		52	65	54	

*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 451

1. A self-service storage facility, as defined in Section 36-363 of the Zoning Ordinance, is permitted in conformance with Attachment 4 (site plan).
2. Self-service storage facilities, as defined in Section 36-363 of the Zoning Ordinance, shall comply with all the standards listed in Attachment 3.
3. The standard right-of-way width for W. Plainview Road is 35-feet from the centerline and is required to be dedicated prior to the issuance of a building permit. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed or placed within the required right-of-way of W. Plainview Road.
4. No additional access other than the existing access will be allowed based on driveway spacing standards in City Code Chapter 98.
5. Sidewalk is required along the entire length of property frontage on Plainview Road, or a fee paid in-lieu-of sidewalk construction, which must first be reviewed and approved by the Administrative Review Committee (ARC). If approved, the fee-in-lieu must be paid prior to issuance of a building permit.
6. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

STANDARDS FOR CONDITIONAL USE PERMIT 451

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 proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan.	The <i>Growth Management and Land Use Plan</i> of the <i>Comprehensive Plan</i> designates this area as appropriate for Medium Intensity Retail, Office or Housing.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	There are no changes being proposed to the existing vehicular and pedestrian access and use of the property.	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 design will comply with the International Building Code with respect to fire control and will present no fire hazards.	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.	This is a small development that does not present an increased hazard with respect to storm water. The city has already indicated a storm water buyout is an option.	Public Works Stormwater Division has reviewed this request and provided comments in Attachment 1. A fee in lieu of on-site stormwater detention will be allowed because the amount of impervious area added is small.
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.	There will be no noise characteristics associated with this proposed use that exceed the sound levels that are typical.	It is not anticipated 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.	This use requires two vehicular parking spaces and does not present an issue with glare.	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.	Any new signs proposed will follow the city's guidelines for new signage.	The development will be subject to the signage requirements of the Zoning Ordinance.

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:
8. Such signs will not have an adverse effect on any adjacent properties.	Any proposed sign will not adversely affect 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.	Additional right-of-way is being granted to meet the city's standards along Plainview Rd.	Public Works Traffic Division has reviewed the application and has determined that the existing infrastructure is adequate; however, sidewalk is required to be constructed along the property frontage on W. Plainview Rd. to current City Standards as a part of this development/rezoning or an application to the ARC to pay a fee in lieu of. If approved, the fee must be paid prior to issuance of a building permit.
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 new development is planned that would impact the adjacent properties.	It is not anticipated that the proposed self-storage facility will have an adverse effect or be incompatible with the adjacent and surrounding properties. A bufferyard is required along the east property boundary.
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.	No new development is planned that would impact the adjacent properties.	The standards of the Zoning Ordinance adequately address these issues. A narrow lot bufferyard is required along the east property boundary. A solid fence is also required to provide screening.
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 new development is planned that would impact the surrounding natural environment.	The applicant's response adequately addresses this standard.

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:
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 new development is planned that would impact historic features.	The applicant's response adequately addresses this standard.
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 proposed conditional use complies with all applicable regulations of this article except that as an existing nonconforming site, we are allowed to modify the structure without regard to the bulk regulations. This property is adjacent to county zoning and not city zoning, so the bulk regulations may not apply anyway.	The proposed use appears to comply with applicable regulations.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	The existing property has been left abandoned and this development will create an improvement that will benefit the public.	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 so as to protect such residential uses from any injurious effect	Only two off-street parking spaces are required and will follow the city's guidelines.	The applicant appears to meet the off-street parking requirements and provide bicycle parking.
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 one existing access drive is adequate and will be maintained.	Public Works Traffic Division has 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 new development is planned that will change the vehicular circulation.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards. Sidewalk is required to be constructed along the property frontage W. Plainview Rd. to current City Standards as a part of this development/rezoning or an application to the ARC to pay a fee in lieu of. If approved, the fee must be paid prior to issuance of a building permit

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:
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 new development is planned that will impact easements, roadways, rail lines, utilities and public or private rights-of-way.	The applicant's response adequately addresses this standard.
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.	Modifications to the existing structure will meet all applicable code required by the City of Springfield.	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.	This existing site is adequately served by essential public facilities and services.	This request will provide for the productive use of the subject property which is already served with public infrastructure and services.

CONDITIONAL USE PERMIT NOTES:

CLEAN WATER SERVICES
SPECIAL NOTES:

PUBLIC SEWER IS NOT REQUIRED FOR THIS SITE BECAUSE THIS FACILITY IS NOT EQUIPPED WITH ANY PLUMBING FIXTURES. REFER TO SECTION 2902.3 OF THE IBC.

PUBLIC SEWER IS NOT AVAILABLE FOR THIS LOT.

IF SEWER WERE TO BE REQUIRED, IT WOULD REQUIRE PERMISSION OF THE PROPERTY OWNERS THAT UTILIZE THE PRIVATE SEWER AND FORCE MAIN THAT CROSSES THIS PROPERTY. THIS PRIVATE SEWER LINE IS NOT MAINTAINED BY THE CITY OF SPRINGFIELD.

THIS PROPERTY, AND THE ADJACENT PROPERTIES ARE NOT IN A SEWER DISTRICT. PROPERTIES CONNECTED TO SEWER VIA SPECIAL CONNECTION AGREEMENTS AS OUTLINED IN CITY CODE SECTION 120-249 & SECTION 120-250.

PLANNING - DEVELOPMENT
SPECIAL NOTES:

THIS PROPOSED DEVELOPMENT IS UTILIZING THE NARROW LOT EXEMPTION FOR THE BUFFERYARD TO THE EAST THAT IS ZONED GREENE COUNTY R-1.

EXISTING PLANTINGS SHALL BE PRESERVED WHERE POSSIBLE, OR NEW ONES SHALL BE PLANTED TO MEET THE BUFFERYARD REQUIREMENTS.



LOCATION SKETCH

NOT TO SCALE

2

CODE DATA:

ADDRESS:	303 W. PLAINVIEW ROAD (THIS IS OUR SUGGESTED CHANGE)
ZONING:	GENERAL RETAIL
CONDITIONAL USE:	(1) SELF-SERVICE STORAGE FACILITIES
NON-CONFORMING SITE:	THIS IS A NON-CONFORMING SITE THAT WILL UTILIZE AN EXISTING CONCRETE FOUNDATION SYSTEM TO CONSTRUCT A SINGLE STORY STRUCTURE ON TOP OF THE EXISTING FOUNDATION. THE EXISTING FOUNDATION IS APPROXIMATELY 8 FEET FROM THE ADJACENT R-1 COUNTY ZONING TO THE EAST CURRENTLY USED AS A PUBLIC UTILITY SITE. THERE IS VERY LITTLE POTENTIAL FOR THE ADJACENT SITE TO BE USED AS RESIDENTIAL.
OFF-STREET PARKING:	1 PER 25 UNITS W/IO VEHICULAR ACCESS = 1 PER EMPLOYEE 18 UNITS & 1 EMPLOYEE = 2 REQUIRED SPACES = 2 PROVIDED
OPEN SPACE REQ:	20% OF GROSS SITE AREA REQ. TOTAL SITE AREA = 0.3374 ACRES (14,700 SF) OPEN SPACE REQ = 2,940 SF OPEN SPACE PROVIDED EXCEEDS MINIMUM REQUIREMENTS
CODE:	2018 INTERNATIONAL BUILDING CODE 2018 MECHANICAL CODE: IMC 2018 PLUMBING CODE: IPC 2017 NATIONAL ELECTRICAL CODE: NEC
DESCRIPTION:	THE UPPER LEVEL WILL BE CONSTRUCTED OVER AN EXISTING CONCRETE FOUNDATION SYSTEM. THIS BUILDING WILL BE USED FOR SELF-SERVICE STORAGE.
USE GROUP:	STORAGE (S-1)
CONSTRUCTION TYPE:	5B
FIRE PROTECTION:	NON-SPRINKLED
BUILDING AREA:	EXISTING LOWER LEVEL = 1,978 SF NEW UPPER LEVEL = 2,800 SF TOTAL BUILDING AREA = 4,838 SF
ALLOWABLE AREA:	TABULAR: 6,000 S.F. PER STORY
BUILDING HEIGHT:	1 STORY ABOVE GRADE PLANE
ALLOWING HEIGHT:	S-1: 1 STORY ABOVE GRADE PLANE, 40 FEET
TRAVEL DISTANCE:	COMMON PATH OF EGRESS: 75 FT EXIT TRAVEL DISTANCE: 250 FT
OCCUPANT LOAD:	TOTAL = 14 OCCUPANTS
EXITS:	2 EXITS PROVIDED
CORRIDORS:	SERVE LESS THAN 30 OCCUPANTS
PLUMBING FIXTURES:	NONE PROVIDED (SECTION 2902.3, EXCEPTION TAKEN) THIS STRUCTURE IS INTENDED FOR QUICK TRANSACTIONS AND THERE IS NO ON-SITE OFFICE PROVIDED.

City Approval Stamp

HOOD-RICH ARCHITECTURE

h

HOODRICH.COM

400 South Avenue, Suite 300
Springfield, MO 65806
P: 417.862.4483

HOOD-RICH, INC. MISSOURI
Certificate of Authority A-622-D

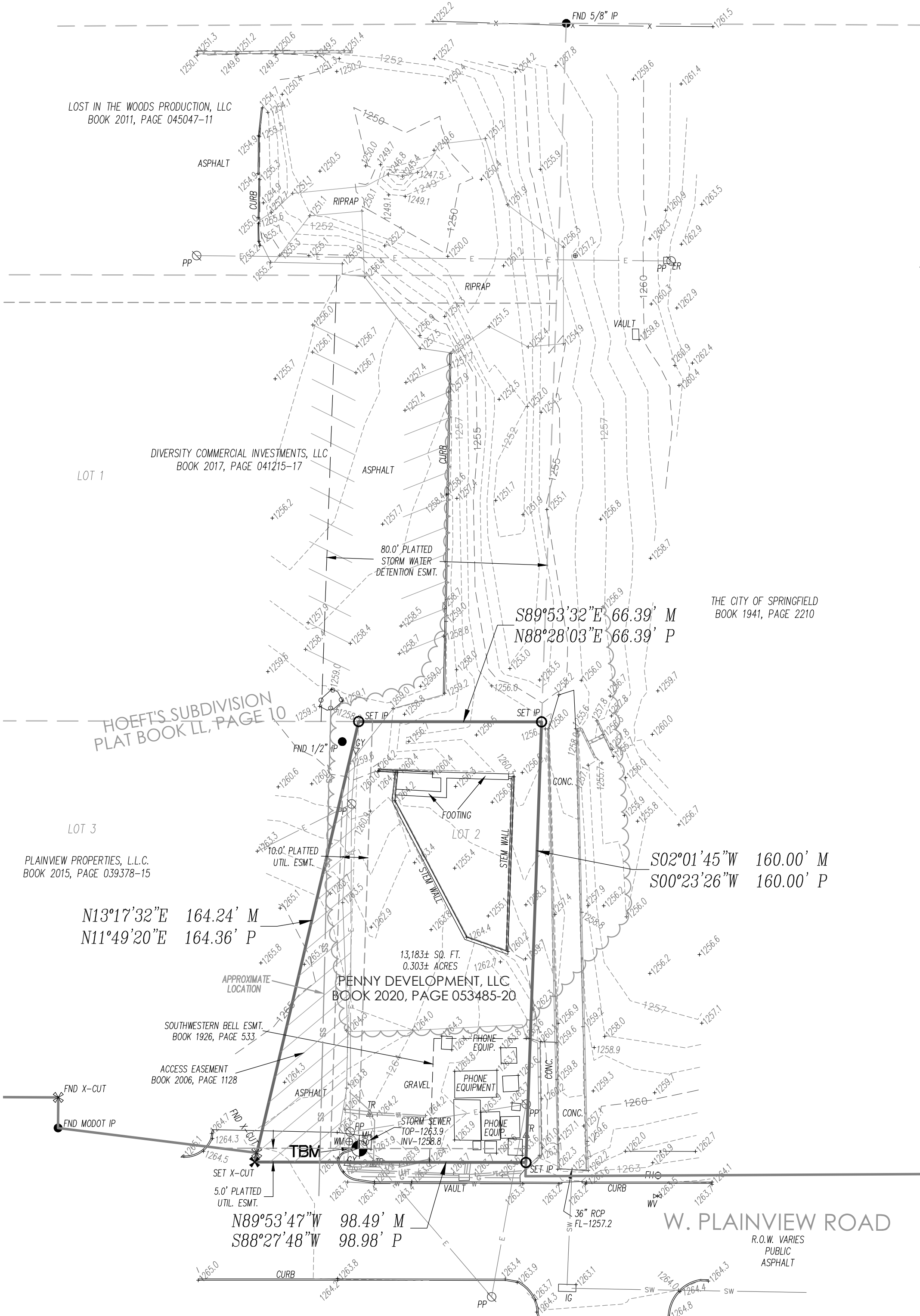
STATE OF MISSOURI

NOT FOR CONSTRUCTION

4-22-21

BILLY KIMMONS - Architect
MISSOURI A-2003027165

The Professional Architects seal affixed to this sheet applies only to the material and items shown on this sheet. All drawings, instruments or other documents not exhibiting this seal shall not be considered prepared by this architect, and this architect expressly disclaims any and all responsibility for such plans, drawings or documents not exhibiting this seal.



COPY OF SURVEY FOR REFERENCE

SCALE: 1" = 1'-0"

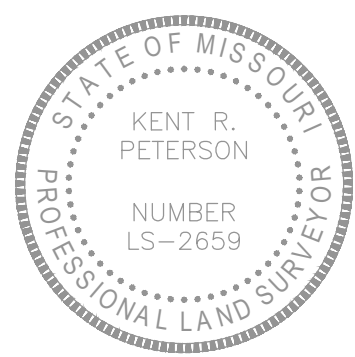
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SURVEYOR'S DECLARATION

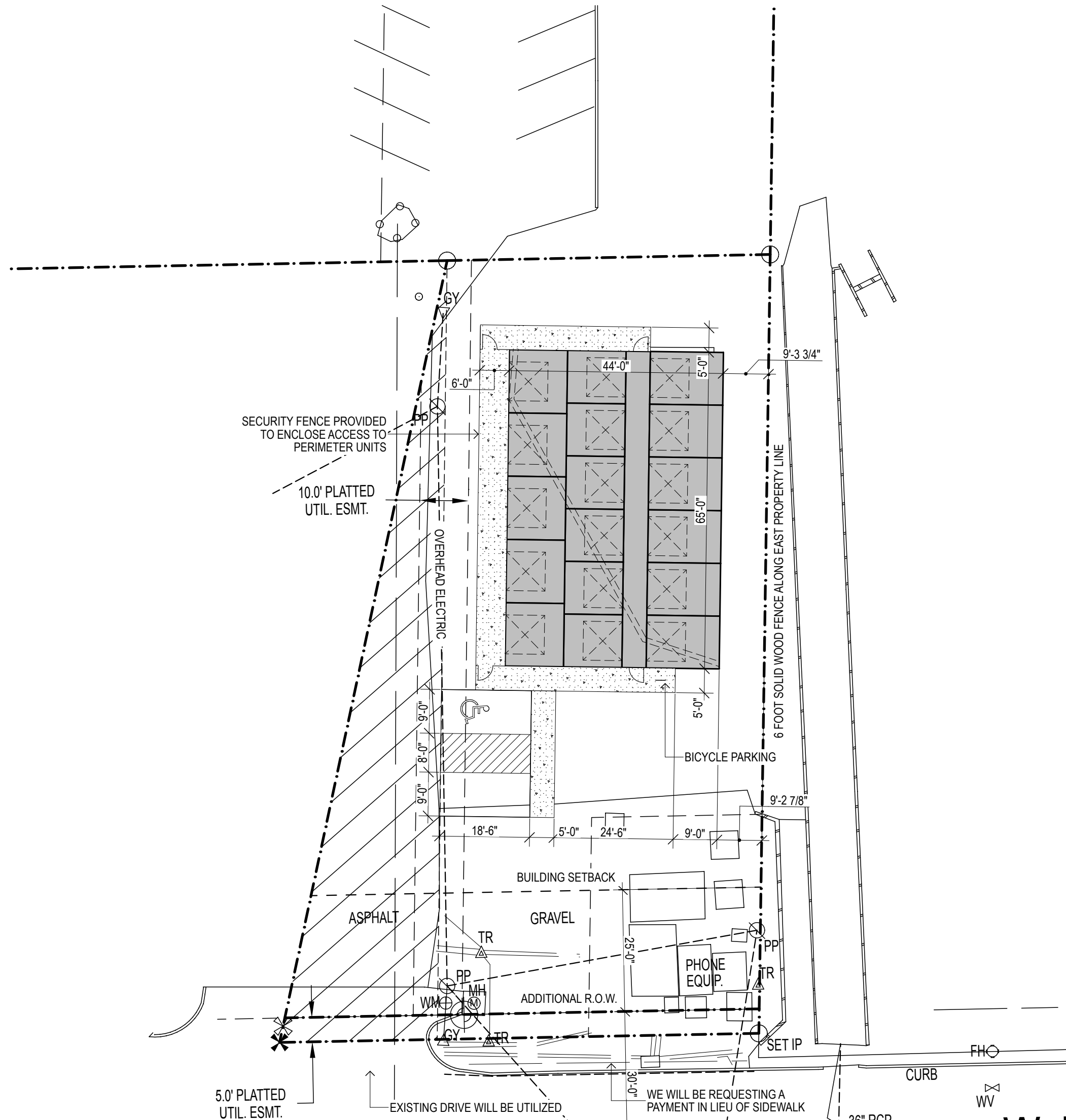
I, THE UNDERSIGNED, DO HEREBY DECLARE THAT THE BOUNDARY AND TOPOGRAPHIC SURVEY SHOWN HEREON WAS MADE UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE THE INFORMATION IS AS SHOWN AND IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR URBAN PROPERTY SURVEYS, DATE OF LAST REVISION MARCH 24, 2021.

ANDERSON ENGINEERING, INC. LC 62
BY:

Kent R. Peterson
KENT R. PETERSON, P.L.S. 2659



3-24-2021
DATE



USE PERMIT SKETCH PLAN

SCALE: 1" = 20'

1

SELF-STORAGE FACILITY
FOR
PENNY DEVELOPMENT, LLC

303 W. PLAINVIEW ROAD, SPRINGFIELD, GREENE COUNTY, MISSOURI 65810

Proj.No. 20-141

Date: 4/22/2021

revisions: No. date

sheet

A1.0

One-rdg. _____
P. Hrngs. X
Pgs. 22
Filed: 05-25-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-132

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 1.5 acres of
3 property generally located at 309 and 327 West Lakewood Street from
4 GR, General Retail District, to R-MD, Medium Density Multi-Family
5 Residential District; establishing Conditional Overlay District No. 199; and
6 adopting an updated Official Zoning Map. (Staff and Planning and Zoning
7 Commission both recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 309 and 327 West Lakewood Street from GR, General Retail
12 District, to R-MD, Medium Density Multi-Family Residential District, with Conditional
13 Overlay District No. 199; and
14

15 WHEREAS, Conditional Overlay District No. 199 shall modify the requirements
16 of the Springfield Land Development Code Section 36-383, R-MD, Medium Density
17 Multi-Family Residential District, by requiring that the property described in "Exhibit B"
18 comply with the requirements described in "Exhibit A;" and
19

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

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

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

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

34 Section 1 – The property described in "Exhibit B," which is attached hereto and
35 incorporated herein by this reference, is hereby rezoned from GR, General Retail
36 District, to R-MD, Medium Density Multi-Family Residential District, with Conditional
37 Overlay District No. 199. Springfield Land Development Code, Section 36-306, 'Official
38 zoning map and rules for interpretation,' is hereby amended, changed and modified
39 consistent with this Ordinance.

40
41 Section 2 – City Council hereby establishes Conditional Overlay District No. 199
42 which shall contain the requirements and standards provided on "Exhibit A," which is
43 attached hereto and incorporated herein by this reference as though set forth herein.
44 The requirements of Conditional Overlay District No. 199 shall modify the requirements
45 of the Springfield Land Development Code Section 36-383, R-MD, Medium Density
46 Multi-Family Residential District, by requiring the property described on "Exhibit B"
47 comply with the requirements contained in "Exhibit A."

48
49 Section 3 – City Council hereby directs the City Manager, or designee, to update
50 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
51 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
52 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
53 rules of interpretation.'

54
55 Section 4 – The Official Zoning Map herein adopted shall be maintained and
56 archived in the same digital form in which this Council has approved its adoption.

57
58 Section 5 – This Ordinance shall be in full force and effect from and after
59 passage.

60
61 Passed at meeting: _____

62
63 _____
64 Mayor

65
66 Attest: _____, City Clerk

67
68 Filed as Ordinance: _____

69
70
71 Approved as to form: Jill Burris, Assistant City Attorney

72
73
74 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021- 132

FILED: 05-25-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.5 acres of property generally located at 309 & 327 West Lakewood Street from GR, General Retail District to R-MD, Medium Density Multi-Family Residential District and establishing Conditional Overlay District No. 199. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-10-2021/
CONDITIONAL OVERLAY DISTRICT NO. 199

The applicant is proposing to rezone approximately 1.5 acres of property from GR, General Retail District to R-MD, Medium Density Multi-Family Residential District and establishing Conditional Overlay District No. 199. The applicant is proposing a new multi-family apartment building.

REMARKS: The Planning and Zoning Commission held a public hearing on May 6, 2021, and recommended to approve, by a vote of 8 to 0.

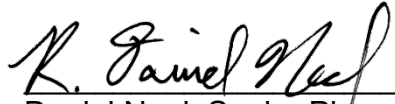
The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. This application is consistent with the *Growth Management and Land Use Element* of the *Comprehensive Plan*, which designates this property as appropriate for High Intensity Retail, Office, or Housing.
2. This area is located within the James River Freeway and Campbell Avenue (Emerging) Activity Center as designated in the *Growth Management and Land Use Plan Element* of the *Comprehensive Plan*. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject properties fit within these criteria.
3. This rezoning request is consistent with the multi-family zoning to the northeast, east and south east which is outside the City limits in unincorporated Greene County.

4. The Conditional Overlay District will limit the residential density to 28 dwelling units per acre and require the multi-family development to be constructed in substantial conformance to the site plan.

Submitted by:



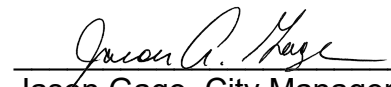
Daniel Neal, Senior Planner

Recommended by:



Brendan Griesemer, Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Conditional Overlay District Provisions

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

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

Attachment 3: Conditional Overlay District Provisions

Attachment 4: Public Comments

Attachment 5: Multi-Family Location and Design Assessment Matrix

Attachment 6: Overall Site Plan

Exhibit A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-10-2021 & CONDITIONAL OVERLAY DISTRICT NO. 199

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

1. The development shall have a maximum density of 28 dwelling units per acre for a total 42 units.
2. The development of the subject property shall be in substantial conformance to the Multi-Family Location and Design Guidelines and the attached site plan (Attachment 6).

Exhibit B

LEGAL DESCRIPTION

ZONING CASE Z-10-2021 & CONDITIONAL OVERLAY DISTRICT NO. 199

All of lots 3 & 4 of the Final Plat of Twin Oaks Center, Greene County, Missouri,
According to the Recorded Plat Thereof.

Exhibit C

**RECORD OF PROCEEDINGS
Planning and Zoning Commission – May 6, 2021**

Z-10-2021 w/COD #199
309 & 327 West Lakewood Street
Applicant: Moon City, LLC

Mr. Hosmer states that this is a request to rezone approximately 1.5 acres of property from GR, General Retail District to R-MD, Medium Density Multi-Family Residential District and establishing Conditional Overlay District No. 199. The Comprehensive Plan identifies the property as High Intensity Retail, Office, or Housing. The Transportation Plan classifies Lakewood Street as a Collector roadway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain or a stream buffer area. A fee in lieu of on-site stormwater detention will not be allowed. The Conditional Overlay District will limit the development to a maximum density of 28 dwelling units per acre for a total 42 unit. Site plan meets the Multi-Family Location and Design Guidelines and staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Jared Davis, representing the client and here to answer any questions.

Mr. Mark Foley, owner of the business property across the street and have concerns about cars parking on the side of the road. The business has large trucks (backing in) that utilize the street and any parked cars would cause problems and prevent possible access and would like to keep this general retail. He also asked if there was any enforcement for keeping cars from parking on the street noting that there are no signs currently posted.

Mr. Bruce Colony asked about the use for the street and if parking along the street was allowed.

Mr. Bob Hosmer stated that parking along the street was not allowed, however they can request a traffic sign to notify of “no parking.”

Mr. Brett Foster also noted that a sign can be put up for no parking.

Mr. Doennig closed the public hearing.

COMMISSION ACTION: Mr. Colony motioned to approve Z-10-2021 w/COD #199 (309 & 327 West Lakewood Street). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Ogilvy.

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

Bob Hosmer, AICP
Planning Manager

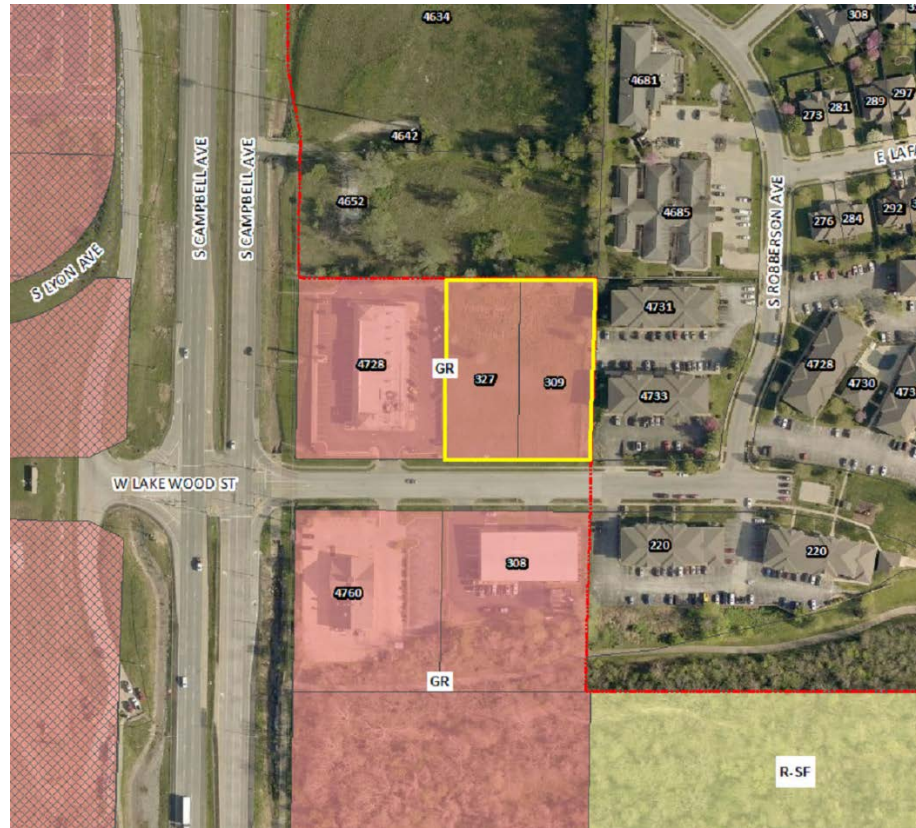
Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

MAY 6, 2021

CITY COUNCIL PUBLIC HEARING:

JUNE 1, 2021



CASE NUMBER:

Z-10-2021 w/Conditional Overlay District No. 199

LOCATION:

309 & 327 W. Lakewood Street

ACRES:

Approximately 1.5 acres

EXISTING LAND USE:

Vacant/undeveloped

APPLICANT:

Moon City, LLC

STAFF:

Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:

Approve w/Conditions

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

SUMMARY OF REQUEST:

Request to rezone approximately 1.5 acres of property from GR, General Retail District to R-MD, Medium Density Multi-Family Residential District and establishing Conditional Overlay District No. 199

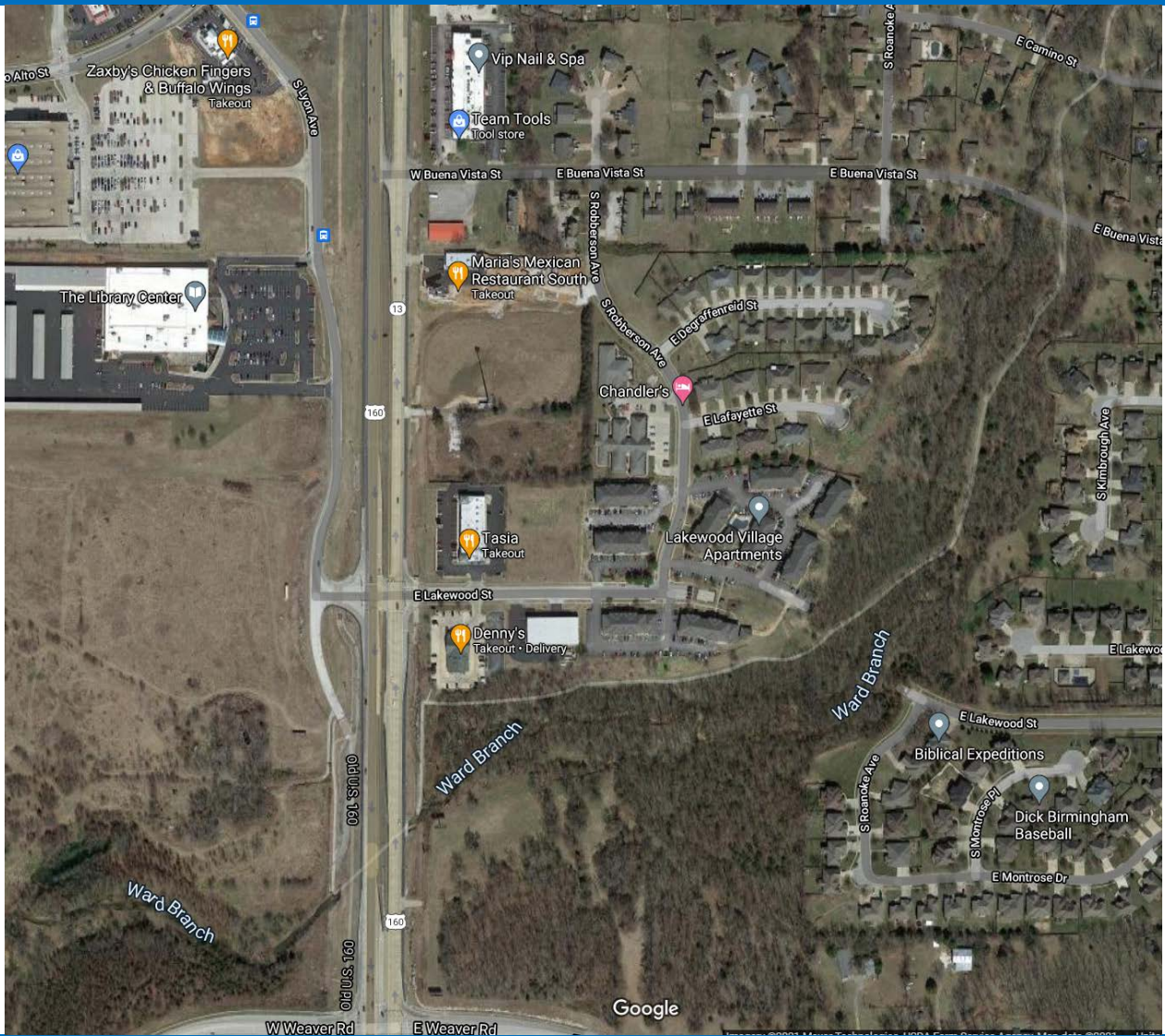
FINDINGS FOR STAFF RECOMMENDATION:

1. This application is consistent with the *Growth Management and Land Use Element* of the *Comprehensive Plan*, which designates this property as appropriate for High Intensity Retail, Office or Housing.
2. The Growth Management and Land Use Plan Element of the Comprehensive Plan designates the James River Freeway and Campbell Avenue area as an (Emerging) Activity Center. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject property meets the criteria.
3. This rezoning request is consistent with Multi-Family Development Location and Design Guidelines and the multi-family zoning to the northeast, east and south east which is outside the City limits in unincorporated Greene County.
4. The Conditional Overlay District will limit the residential density to 28 dwelling units per acre and require the multi-family development to be constructed in substantial conformance to the site plan.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County C-2	GR	County PAD 1109	GR
LAND USE	Vacant commercial property	Commercial office/warehouse	Multi-family uses	Commercial retail uses

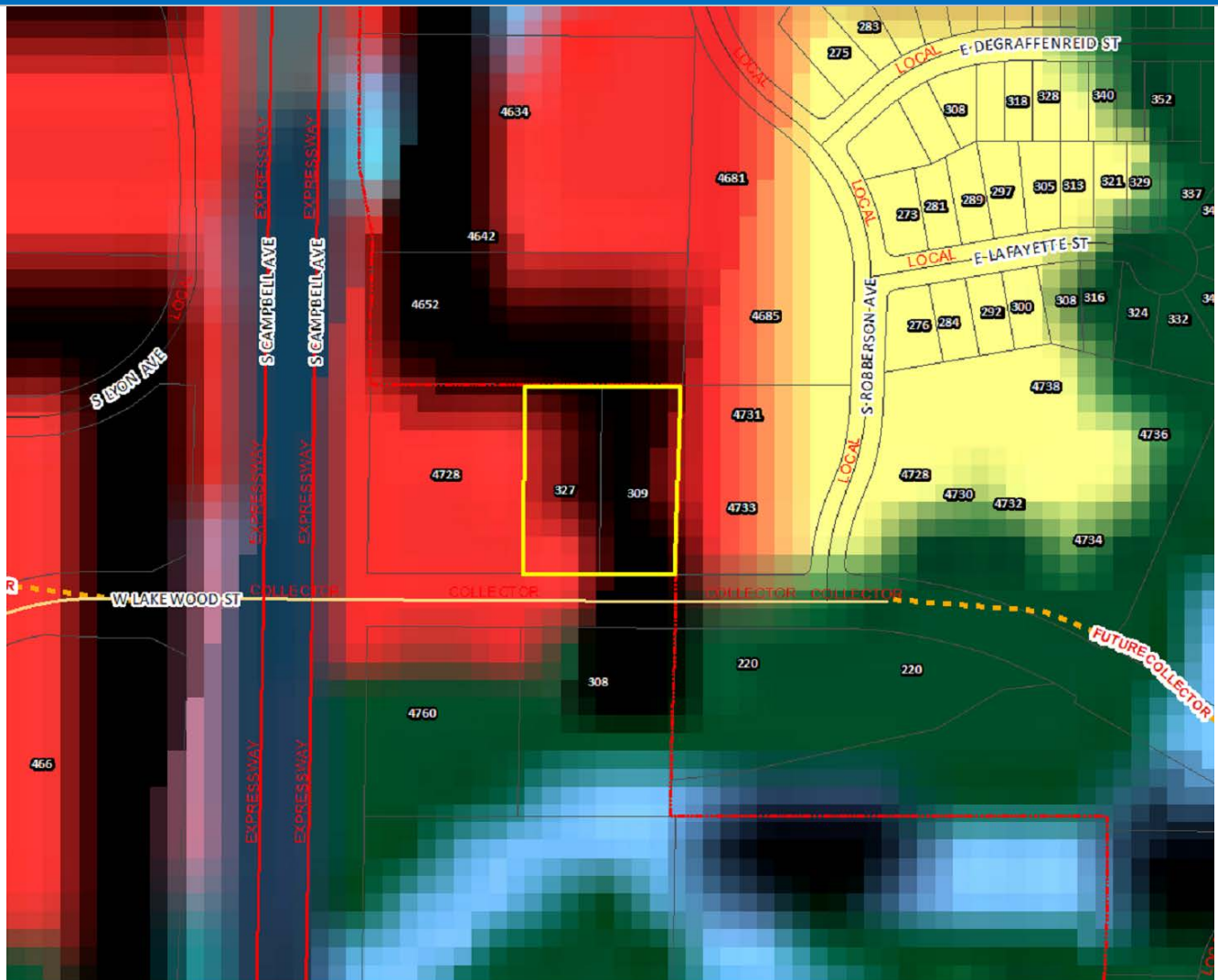
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



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

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

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

PROPERTY HISTORY:

The subject property is currently zoned GR, General Retail District and has been since it was annexed and rezoned in 1998. The adjacent properties to the north and east remain outside the city limits in unincorporated Greene County.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR R-MD
Use Limitations	N/A
Maximum Structure Height	1. None, except no structure shall exceed 35 feet plus one additional foot for each one foot of setback provided on each side of the structure when the property adjoins an R-TH or R-MHC district. 2. No portion of a multifamily dwelling shall be higher than allowed by a 45-degree bulk plane where the property adjoins an R-SF district. Any multifamily dwelling for which a building permit has been issued prior to July 1, 2009, that does not conform to the 45-degree bulk plane shall be considered conforming with regard to the 45-degree bulk plane.
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	<i>Side yard:</i> Six feet or as required by Section 36-453, supplemental open space and yard regulations, provided that no side yard is required for any building that has a common wall on a lot line. <i>Rear yards:</i> Ten percent of the lot depth but may not be less than ten feet nor will more than 20 feet be required.
Open Space Requirement	20%
Design Requirements	Standard per code
BULK PLANE	LANDSCAPING
N/A	N/A

COMPATIBILITY WITH COMPREHENSIVE PLAN:

This area is located within the James River Freeway and Campbell Avenue (Emerging) Activity Center as designated in the *Growth Management and Land Use Plan Element* of the *Comprehensive Plan*. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject property meets this criteria.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 1.5 acres of property from GR, General Retail District to R-MD, Medium Density Multi-Family Residential District and establishing Conditional Overlay District No. 199. The applicant is proposing a new multi-family apartment building.
2. The subject properties will be combined, and the proposed rezoning will facilitate the development of four story multi-family apartment building with 40 dwelling units.
3. The applicant is requesting approval of multi-family apartments on 1.53 acres of property and is required to meet the Multi-Family Development Location and Design Guidelines. The development has attained 13 points from the

Guidelines Assessment Matrix which would allow up to 25 to 28 dwelling units per acre. The applicant is requesting a density of 26 dwelling units per acre.

4. While the proposed development is only proposing 40 units at 26 dwelling units per acre, the Conditional Overlay District will limit the residential density to 28 dwelling units per acre and require the multi-family development to be constructed in substantial conformance to the site plan. This will give some additional flexibility in case the developer would like to change the type of units within the same building footprint.
5. The *Growth Management and Land Use Plan* designate this area as appropriate for High Density Retail, Office or Housing. It does not designate which areas are more appropriate for a certain type of use. This rezoning request to R-MD is consistent with the multi-family zoning to the northeast, east and south east which is outside the City limits in unincorporated Greene County.
6. The Major Thoroughfare Plan classifies Lakewood Street as a collector roadway. The proposed rezoning will not increase the number of proposed trips generated along W. Lakewood Street and thus will not require a Traffic Impact Study.
7. No bufferyards are required because the adjacent zoning is either more intense or comparable to the proposed multi-family development.
8. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

Neighborhood meetings have been cancelled due to the Mayor's Proclamation of Civil Emergency. Property owners and residents were mailed a comment card to provide their comments (Attachment 4).

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet:	Mailed: 6	Returned: 0
--	-----------	-------------

DEPARTMENT COMMENTS:

ATTACHMENT 1

AT&T:

No objections

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with proposed rezoning.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the rezoning. Public sewer is available for this location.

FIRE DEPARTMENT:

No comments.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies both W. Lakewood Street as a Collector roadway. The standard right-of-way width for W. Lakewood Street is 30-feet from the centerline. It appears no additional right-of-way is needed. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed within the required right of way. W. Lakewood Street is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for W. Lakewood Street. On-street parking is not allowed along W. Lakewood Street.

DRIVEWAY ACCESS

There is currently no driveway access point onto the property from W. Lakewood Street. Access to this property will be allowed based on existing City of Springfield standards for a Collector roadway.

SIDEWALK

There is existing sidewalk along the property frontage of W. Lakewood Street.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Ward Branch Greenway Trail is constructed to the south of this property. There are no bus stops along W. Lakewood Street, however, a bus stop exists to the northeast of W. Lakewood Street at the Library Center. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study was not required as the change in zoning decreases the expected trips generated.

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. Lakewood Street	Collector	No	40	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		12.32	51.59	554.4	
*Proposed Trips Generated		10.78	13.09	138.6	
Additional Trips Generated		-1.54	-38.5	-415.8	

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

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

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 **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.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 MULTI-FAMILY DEVELOPMENT LOCATION AND DESIGN GUIDELINES ASSESSMENT

The applicant is requesting approval of multi-family apartments on 1.53 acres of property. According to the Multi-Family Location and Design Assessment Matrix, the proposed development has attained 13 points, which would allow up to 25 to 28 dwelling units per acre. The applicant is requesting a density of 26 dwelling units per acre.

A. Land Use Accessibility (3/3 points)

Three points were given for land use accessibility. There is neighborhood retail mix, a recreational-parks-greenway and hospital/medical/dental use within a $\frac{1}{4}$ mile and a recreational-parks/greenways, supermarket and public library use located within a $\frac{1}{2}$ mile.

B. Connectivity Analysis (3/5 points)

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

C. Road Network Evaluation (1/2 points)

One point was given for the road network evaluation.

D. Design Guidelines (6/6 points)

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

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

along the façade at least once every 25 feet. This project shall be in conformance with the attached site plan and elevations

5. Internal Connectivity – Internal sidewalks shall connect internally and to the public sidewalk system.
6. Useable Recreational Area/Facility – A minimum of 15% usable open space is required.
7. Amenities – The development will have a shared swimming pool, gazebo and picnic area with BBQ grills as shown on the site plan.
8. Preservation of Trees – All existing trees of 6" caliper or greater shall be preserved or replaced with 2-inch caliper trees in accordance with the site plan, MFM design guidelines and other city ordinances.

E. Opportunities and Constraints

1. Staff didn't find any opportunities or constraints associated with this site.

DENSITY: The assessment criteria resulted in a total of 13 points for a maximum density of 28 dwelling units per acre. The applicant is requesting a density of 26 dwelling units per acre.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 3 CONDITIONAL OVERLAY DISTRICT PROVISIONS

The requirements of Section 36-383., Medium-density multifamily residential district of the Land Development Codes shall be modified as set forth herein for development within this district and the rezoning contemplated by this Ordinance shall not be effective until the occurrence of the following conditions:

1. The development shall have a maximum density of 28 dwelling units per acre for a total 42 units.
2. The development of the subject property shall be in substantial conformance to the Multi-Family Location and Design Guidelines and the attached site plan (Attachment 6).

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:	4/17/21	Telephone No.	417 883 3667
YOUR NAME:	mark Foley (Brookline Doorworks)		
YOUR ADDRESS:	308 W. Lakewood St		
PROJECT ADDRESS:	309/327 W. Lakewood St		
COMMENTS:			
We would like the Zoning to remain GR to be consistent with all the property to the North, South, & west of the subject property. We feel changing the Zoning would de-value our property.			

Multi-Family Location and Design Assessment Matrix					
Property Location:		309 West Lakewood Street			
Updated:		3/17/2021			
Assessment Criteria					Score
Land Use Accessibility		2 in 1/4 and 3 in 1/2=3pts; 3 in 1/2=2pts; 1 in 1/2=1pts			
ITEM	Total	1/4 mile	1/2 mile	Comments	
Public Schools-including colleges					
Recreational-Parks/Greenways		X			
Neighborhood Retail Mixture		X	X		
Supermarket			X		
Employment=1000 1/4 + 2500 1/2					
Hospital/Medical/ Dental		X			
Public Library			X		
TOTAL		3	3	High	3
Connectivity Analysis		600=5pts; 500-599=4pts; 400-499=3pts; 300-399=2pts; <300=1pt			
ITEM		1/4 mile	1/2 mile	Comments	
Bicycle Points			9.5		
Roadway Points			41		
Sidewalk Points			16.75		
Transit Points		200	0		
Greenway Ponits		150	0		
Potential Connectivity Points			0		
Site Connectivity			0		
TOTAL	417.25	350	67.25	Medium	3
Road Network Evaluation		High 25 or more segments=2pts, Medium 24-13 segments=1pt and below			
	Total	1/4 mile	1/2 mile	Comments	
TOTAL	16	8	8	Medium	1
Design Guidelines		All items=6pts; 1/2 items=3pts, no items=0pts			
	Pedestrian Activity				
	Circulation System				
	Natural Environment				
TOTAL					6
Total Assessment Criteria Score without Design Guidelines					13
Density Category					
12-14 dwelling units per acre		Points Needed: 9			
15-17 dwelling units per acre		Points Needed: 10			
18-20 dwelling units per acre		Points Needed: 11			
21-24 dwelling units per acre		Points Needed: 12			
25-28 dwelling units per acre		Points Needed: 13			
29-32 dwelling units per acre		Points Needed: 14			
33-40 dwelling units per acre		Points Needed: 16			
Other Opportunities or Constraints -- (Additional Point Awarded)					0
1. How much higher density exists or is planned/approved for area?					
2. Does proposal support redevelopment/revitalization goals?					
3. Is the proposal internal to an established neighborhood developed at a lower density than the proposal?					
4. Is the proposal a small site "sandwiched" between higher intensity uses?					
5. If private recreational facilities within the proposed project are made available and accessible to the public, non-commercially, then they may be counted as a complementary land use in the Land Use Accessibility Criteria. (This may include a recreational facility provided as part of the development if it meets the definition of meaningful and usable open space and includes more than one of the required amenities listed in accordance with the design guidelines).					
6. Is the site near a university/college or other use that could generate the need for additional higher density residential development that may augment the land use accessibility analysis?					
7. Is the proposal for age-restricted senior living?					
8. Is the site located within a ¼ mile of a transit route with more than two stops served by three or more buses per hour?					
9. Are there physical or other natural barriers within ½ mile of the site?					
Bonus Density (Dwelling Units/Acre Increases) (No points)					0



1A OVERALL SITE PLAN
C1.1 scale: 1" = 20'-0"

UNIT / PARKING TABULATION

UNIT MIX	PARKING REQUIREMENTS
1 BEDROOM UNITS _____ 16	16 x 1.5 _____ 24 SPACES
2 BEDROOM UNITS _____ 8	8 x 2 _____ 16 SPACES
3 BEDROOM UNITS _____ 16	16 x 2 _____ 32 SPACES
TOTAL _____ 40 UNITS	SUB-TOTAL _____ 72 SPACES
10% PARKING REDUCTION FOR BICYCLES _____ -7 SPACES	
TOTAL PARKING SPACES REQUIRED _____ 65 SPACES	
TOTAL PARKING SPACES PROVIDED _____ 68 SPACES	

ZONING DATA

ZONING OF PROPERTY _____ R-MD: PROPOSED REZONING
AREA OF SITE _____ 1.53 ACRES
PERMITTED USE _____ MULTI-FAMILY DWELLINGS
MAX. STRUCTURE HEIGHT _____ 4 STORIES
MIN. OPEN SPACE _____ 20 PERCENT
MAX. IMPERVIOUS SURFACE _____ 80 PERCENT
MAX. DENSITY _____ 27 UNITS PER ACRE OR 40 UNITS MAX
FRONT YARD SETBACK _____ 25 FEET
REAR YARD SETBACK _____ 20 FEET
SIDE YARD SETBACK _____ 6 FEET

BUILDING CODE CALCS

BUILDING USE GROUP _____ R2- MUTLI-FAMILY
CONSTRUCTION TYPE _____ 5A
SPRINKLED BUILDING _____ YES NFPA 13R

MULTI-FAMILY DEV MATRIX

PLEASE NOTE THAT THE POINTS INCLUDED IN THE INFORMATION BELOW WERE PROVIDED BY CITY STAFF FOR SECTIONS 5.4, 5.5, AND 5.6. SECTIONS 5.7 AND 5.8 ARE DEPENDANT UPON THE SITE DESIGN LAYOUT AS HEREBY PROVIDED. WE HAVE INDICATED THE ANTICIPATED POINTS THAT WOULD BE AWARDED TO COMPLY WITH THE DENSITY PROPOSED.

5.4: LAND USE ACCESSIBILITY _____	3 POINTS
5.5: CONNECTIVITY ANALYSIS _____	3 POINTS
5.6: ROAD NETWORK EVALUATION _____	1 POINT
5.7: DESIGN GUIDELINES _____	6 POINTS

- A. DESIGN TO ENCOURAGE PEDESTRIAN ACTIVITY
- 1. PEDESTRIAN AMENITIES _____ PROVIDED
 - PEDESTRIAN SCALE LIGHTING & NON ROW STREET FURNITURE
 - 2. BLEND BUILDING SCALE _____ PROVIDED
 - STREET FACING WALLS THAT ARE GREATER THAN 50 FEET SHALL BE ARTICULATED AT LEAST EVERY 25 FEET WITH BAYS, PROJECTIONS, OR RECESSES. ARTICULATION MEANS A DIFFERENCE IN THE VERTICAL PLANE OF THE BUILDING OF AT LEAST 18 INCHES OR MORE.
 - 3. BUILDING ORIENTATION & INT. LANDSCAPING _____ PROVIDED
 - 4. AVOID BLANK WALLS _____ PROVIDED
 - FACADES THAT FACE STREETS OR CONNECTING PEDESTRIAN FRONTAGE THAT ARE GREATER THAN 25 FEET IN LENGTH SHALL BE SUBDIVIDED AND PROPORTIONED USING AT LEAST ONE OR MORE OF THE FOLLOWING FEATURES: WINDOWS, ENTRANCES, ARCADES, ARBORS, AWNINGS DISTRIBUTED ALONG THE FACADE AT LEAST ONCE EVERY 25 FEET.
 - 5. AVOID TEARING DOWN BUILDINGS _____ NOT APP.
 - 6. ON-STREET PARKING _____ NOT APP.
 - B. PROVIDE A GOOD CIRCULATION SYSTEM
 - 1. EXTERNAL CONNECTIVITY _____ PROVIDED
 - 2. INTERNAL CONNECTIVITY _____ PROVIDED
 - 3. PEDESTRIAN & BICYCLE CONNECTIONS _____ PROVIDED
 - 4. SHARED DRIVEWAYS _____ NOT APP.
 - 5. DRIVE ALIGNMENT _____ PROVIDED
 - 6. INTERNAL STREETS _____ NOT APP.
 - C. RESPECT THE NATURAL ENVIRONMENT
 - 1. USEABLE RECREATIONAL AREA/FACILITY _____ PROVIDED
 - 2. AMENITIES (1 REQUIRED) _____ PROVIDED
 - 3. PRESERVATION OF TREES _____ PROVIDED

TOTAL OF POINTS _____ 13 POINTS

13 POINTS THROUGH BASE CALCULATIONS ALLOWS 28 UNITS PER ACRE. 1.53 ACRES X 28 UNITS PER ACRE EQUALS 42 UNITS. DEVELOPMENT PLAN PROPOSES 40 UNITS.



5039 S National Avenue | Springfield, MO 65810 | 417.887.6561

OWNER
OWNER NAME

PROJECT TEAM

CIVIL ENGINEERING:
ANDERSON ENGINEERING
3213 S. WEST BYPASS
SPRINGFIELD, MO 65807
417.886.2741

PROFESSIONAL SEAL

Brent M. Stevens, AIA - Architect
MOR A-2000151419

PRELIMINARY:
NOT FOR
CONSTRUCTION

REVISIONS

NO.	DESCRIPTION	DATE

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PROJECT TITLE:
MULTI-FAMILY DEVELOPMENT

PROJECT ADDRESS:
309 & 327 W LAKEWOOD STREET
SPRINGFIELD, MISSOURI 65810

PREDEVELOPMENT SITE PLAN EXHIBIT

PROJECT NO.: 21-009
DRAWN BY: Author
REVIEWED BY: Checker
DATE: 04.22.2021

SHEET
C1.1

One-rdg. _____
P. Hrngs. X
Pgs. 15
Filed: 05-25-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-133

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Section 1-9 of the Springfield City Code, 'City Limits;' and amending
2 Section 46-1 of the Springfield City Code, 'Boundaries of wards,
3 precincts and council zones;' for the purpose of annexing 25 acres of
4 private property generally located at 5505 West Sunshine Street into
5 the City of Springfield, referenced as Annexation A-2-2021.
6 _____
7

8 WHEREAS, a verified petition requesting annexation was filed by the owners of
9 all fee interests of record in all tracts of real property located within the area proposed to
10 be annexed, as described in "Exhibit A," said area being generally located at 5505 West
11 Sunshine Street; and
12

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

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

19 WHEREAS, City Council does find and determine that: (1) said annexation is
20 reasonable and necessary to the proper development of the City; (2) the City is able to
21 furnish normal municipal services to the area annexed herein with a reasonable time
22 after annexation; and (3) the area annexed herein is contiguous and compact to the
23 existing corporate boundaries of the City.
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, after holding a public hearing, hereby determines that
29 the annexation of the property described in "Exhibit A," which is attached hereto and
30 incorporated herein by this reference, is reasonable and necessary to the proper
31 development of the City, the City has the ability to furnish normal municipal services to
32 the area annexed within a reasonable time, and the area is contiguous and compact to
33 the existing boundaries of the City as shown in "Exhibit B," which is attached hereto and
34 incorporated herein by this reference.

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

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

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

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

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

58 Passed at meeting: _____
59

60
61 _____
62 Mayor

63 Attest: _____, City Clerk
64

65 Filed as Ordinance: _____
66

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

70
71 Approved for Council action: Jason R. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021- 133

FILED: 05-25-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To adopt an ordinance to annex approximately 25 acres of private property into the City of Springfield, generally located at 5505 West Sunshine Street and referenced as Annexation A-2-2021. (Staff recommends approval.)

BACKGROUND INFORMATION: The owner(s) of the private property generally located at 5505 West Sunshine Street are requesting annexation into the City of Springfield. The owner(s) of the property have signed a petition to request annexation into the City of Springfield. The property is within the City of Springfield's Urban Service Area and is immediately adjacent to the City of Springfield. The property is currently vacant but was previously used as a manufactured home community. The applicant intends to develop the subject property and eastern 3 acres, which is already in the City, into a commercial subdivision with multiple commercial lots.

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

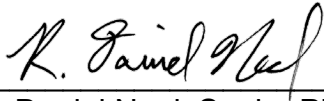
REMARKS: The area to be annexed is contiguous to the City of Springfield. See "Exhibit B" for the location of the private property to be annexed.

RECOMMENDATIONS:

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

Staff recommends the annexation of this private property.

Submitted by:



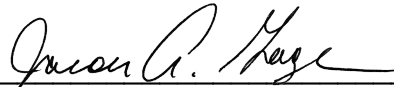
R. Daniel Neal, Senior Planner

Recommended by:



Brendan Griesemer, AICP
Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Annexation Schedule

Exhibit A

**LEGAL DESCRIPTION
ANNEXATION A-2-2021**

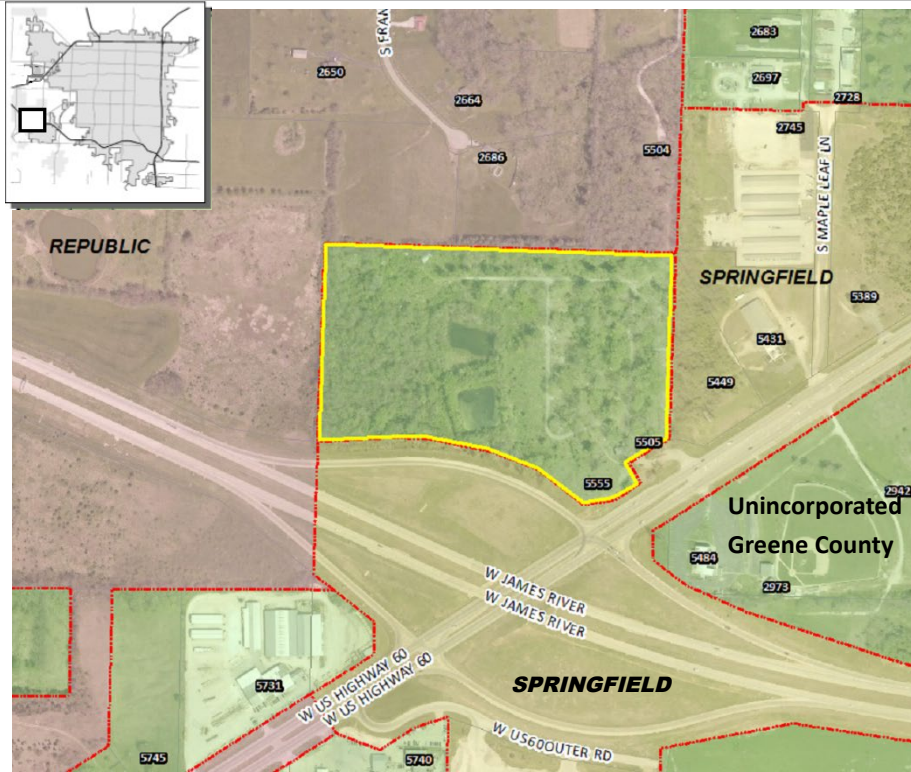
A PORTION OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 28 NORTH, RANGE 23 WEST OF THE 5TH P.M., GREENE COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIPE AT THE NORTHEAST CORNER OF LOT 1 OF SAID NORTHWEST QUARTER; THENCE ALONG THE EAST LINE OF SAID LOT 1 OF THE NORTHWEST QUARTER SOUTH 02°00'41" WEST 826.20 FEET; THENCE SOUTH 57°29'12" WEST 132.39 FEET TO THE NORTHWEST RIGHT OF WAY LINE OF WEST SUNSHINE STREET (STATE ROUTE 143) VARIABLE WIDTH, SAID POINT BEING 57.00 FEET LEFT OF STATION 306+32; THENCE ALONG SAID NORTHWEST RIGHT OF WAY LINE, SOUTH 57° 29'12" WEST 132.00 FEET; THENCE SOUTH 83°42'49" WEST 102.32 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF STATE ROUTE 360 (JAMES RIVER FREEWAY) VARIABLE WIDTH; THENCE ALONG SAID NORTHEAST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES NORTH 53°26'37" WEST 215.94 FEET; THENCE NORTH 64°38'02" WEST 105.09 FEET; THENCE LEAVING SAID RIGHT OF WAY NORTH 31°41'47" WEST 25.07 FEET; THENCE NORTH 89°05'55" WEST 32.92 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ALONG SAID NORTHEAST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES, NORTH 64° 38'02" WEST 29.53 FEET; THENCE NORTH 79°43'16" WEST 236.46 FEET; THENCE NORTH 89°43'00" WEST 175.82 FEET; THENCE SOUTH 85° 54'10" WEST 250 03 FEET; THENCE SOUTH 89°45'20" WEST 4.15 FEET TO THE EAST LINE OF A TRACT OF LAND NOW OR FORMERLY CONVEYED TO DULIN PER DEED RECORDED IN BOOK 2194 PAGE 533 OF SAID RECORDER'S OFFICE; THENCE DEPARTING SAID NORTHEAST RIGHT OF WAY LINE AND ALONG THE EAST LINE OF SAID DULIN TRACT NORTH 01 °49'10" EAST 767.04 FEET TO THE NORTH LINE OF ABOVE MENTIONED LOT 1 OF THE NORTHWEST QUARTER; THENCE ALONG SAID NORTH LINE SOUTH 89°05'55" EAST 1332.68 FEET TO THE POINT OF BEGINNING, CONTAINING 1,099,642 SQUARE FEET, OR 25.24 ACRES, MORE OR LESS.

EXCEPTING THEREFROM ANY PORTION WITHIN THE INCORPORATED LIMITS OF THE CITY OF SPRINGFIELD.

Exhibit B

CITY COUNCIL PUBLIC HEARING:

JUNE 1, 2021



CASE NUMBER:

Annexation A-2-2021

LOCATION:

5505 W. Sunshine Street

ACRES:

Approximately 25 acres

EXISTING LAND USE:

Vacant/undeveloped land

APPLICANT:

West Sunshine Development, LLC

STAFF:

Daniel Neal, Senior Planner
864-1036

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

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

SUMMARY OF REQUEST:

Request to annex approximately 25 acres of private property into the City of Springfield.

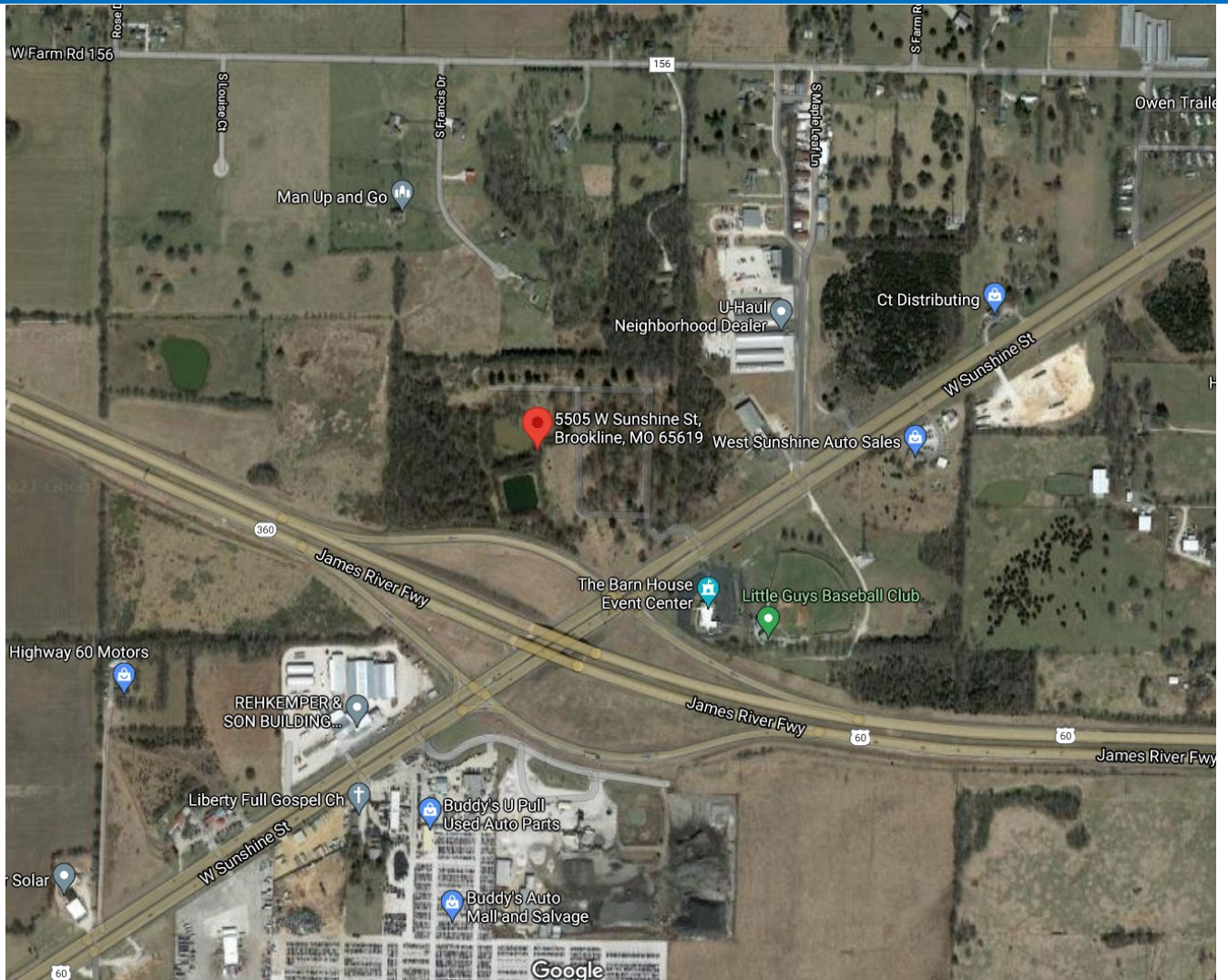
FINDINGS FOR STAFF RECOMMENDATION:

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

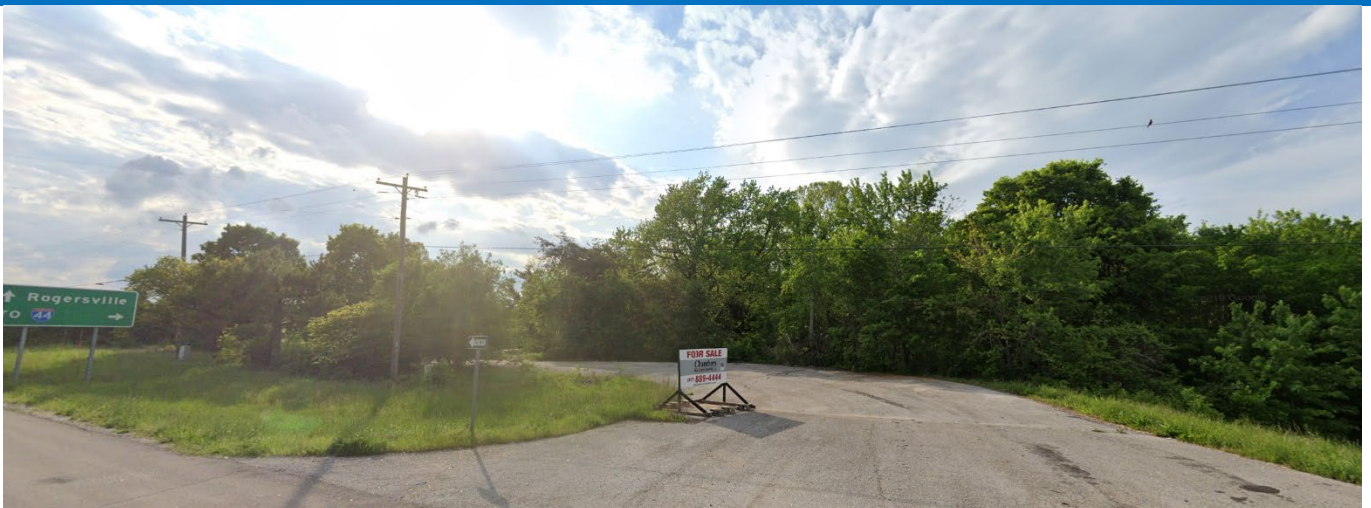
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	City of Republic AG	James River Freeway ROW	GR	City of Republic AG
LAND USE	Single-family uses	U.S. Highway	Vacant/undeveloped	Agricultural and residential uses

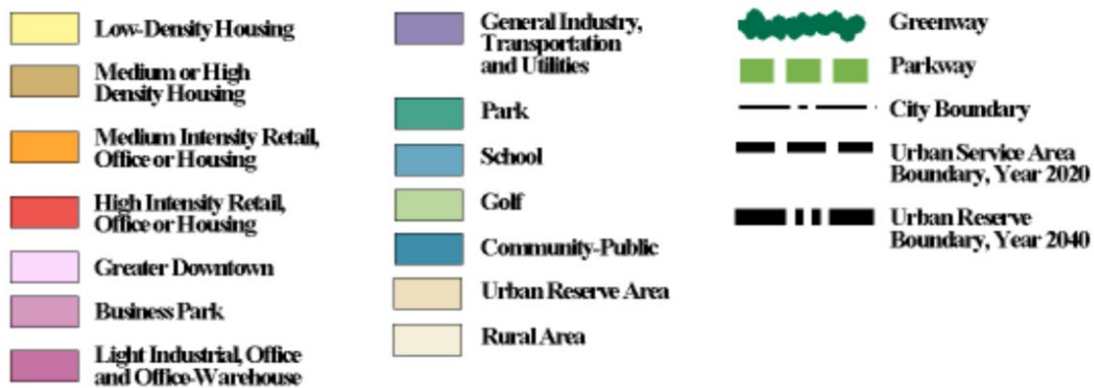
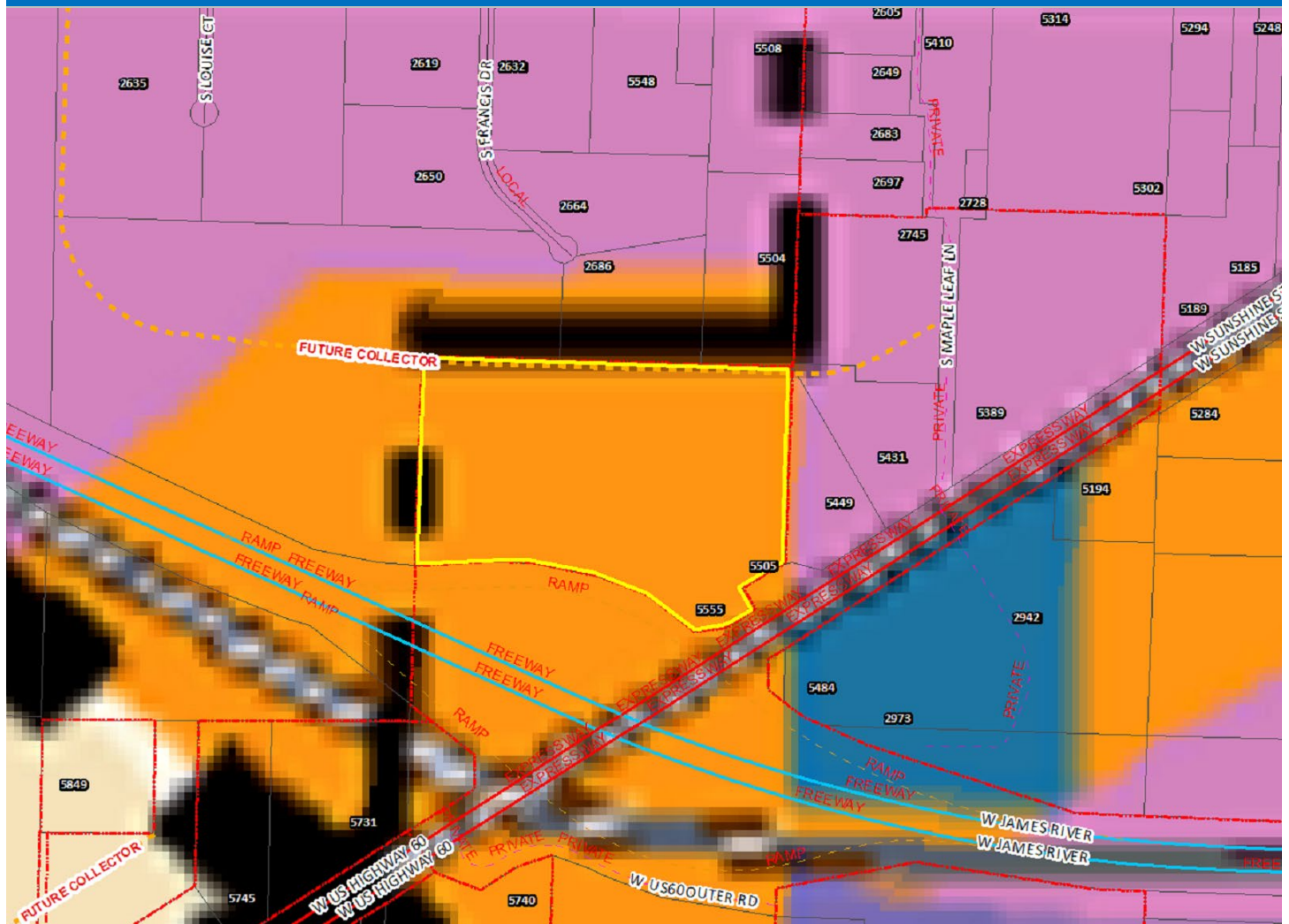
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



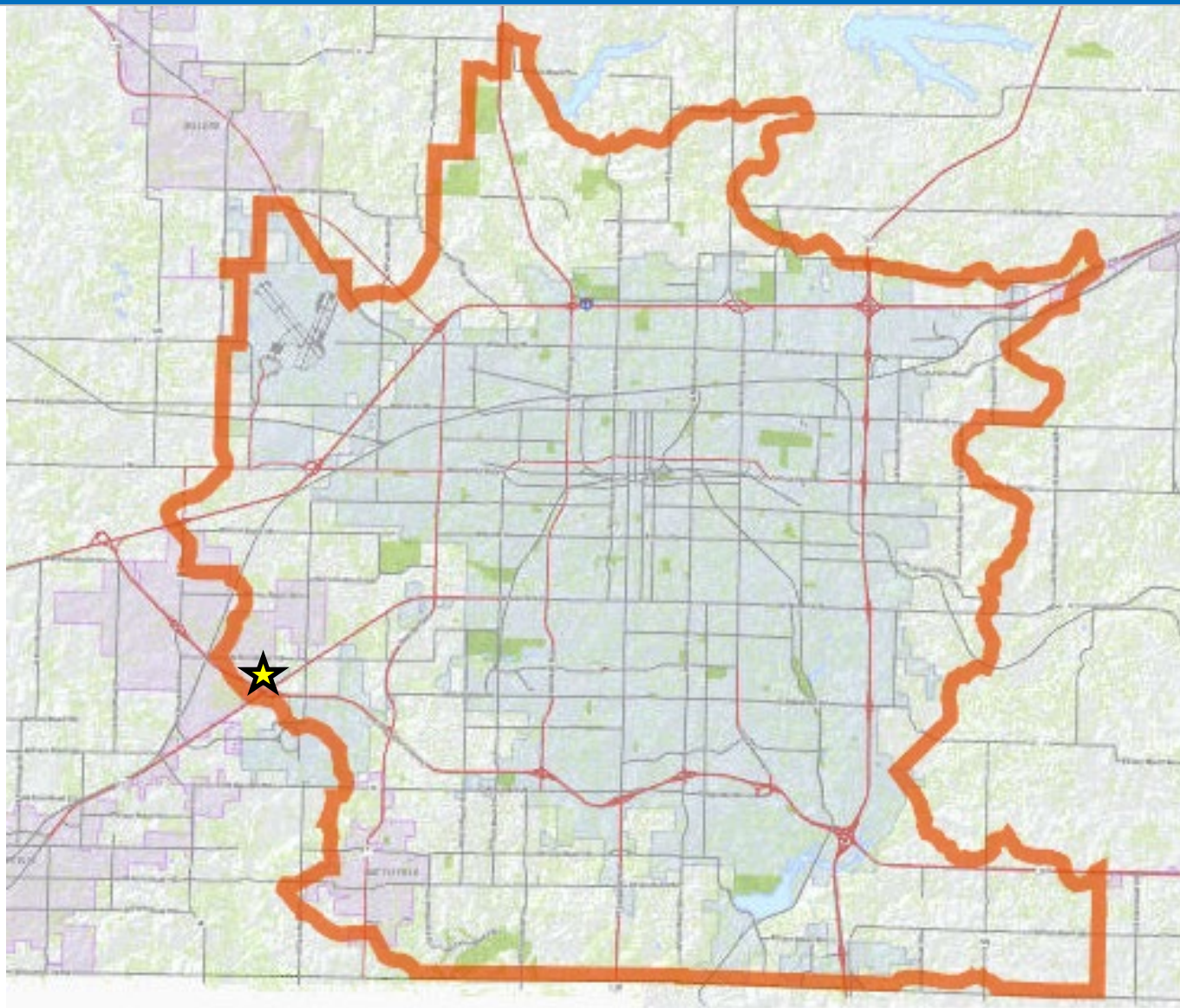
GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



URBAN SERVICE AREA:



PROPERTY HISTORY:

The subject property is currently outside the city limits in unincorporated Greene County. The subject property is currently zoned Greene County M-1, Light Manufacturing or Industrial District which previously contained a manufactured home community.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* states that City annexations should enhance governmental efficiencies through rational and simplified City boundaries and reduce any potential inter-jurisdictional conflict. The City of Springfield and City of Republic have an agreement that this area is within the City of Springfield's Urban Service Area for future annexation.

This area is located within the James River Freeway and Sunshine Street (Emerging) Activity Center as designated in the *Growth Management and Land Use Plan Element* of the *Comprehensive Plan*. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject property fits these criteria.

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Medium Intensity Retail, Office or Housing uses. The HC District is one of the recommended districts for this area. The HC District is intended for commercial uses which depend upon high visibility, generate high traffic volumes, or cater to the traveling public. These characteristics dictate that this district be located along or at the intersections of arterial classification streets or along frontage roads adjacent to the interstate.

STAFF COMMENTS:

1. The applicant is proposing to annex approximately 25 acres of unincorporated property generally located at 5505 W. Sunshine Street into the City of Springfield. A rezoning to HC, Highway Commercial District is being processed with this annexation and will have a public hearing at the City Council meeting on June 28th. The intent of the rezoning application is to facilitate the development of the subject 25 acres and 3 acres to the east, which is already in the City, into a commercial subdivision with multiple commercial lots.
2. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
3. The proposed annexation and rezoning will allow the subject property to be developed similarly to adjacent properties in the City.
4. The proposed annexation contains a sinkhole and floodplain. This site has what looks like an old lagoon and a potential sinkhole (maybe a farm pond) and an unnumbered A-zone floodplain. No work should be done in those areas.
5. The proposed annexation does not include public right-of-way.
6. The private property is currently served by the Brookline Fire Protection District. The Springfield Fire Department does not have a mutual aid agreement with Brookline Fire Protection District; however, the City of Republic is immediately adjacent to the subject property and the Republic Fire Department and Springfield Fire Department have both automatic and mutual aid response agreements between them.
7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1. The legal description of the private property involved in this annexation is attached as Exhibit A.

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet:	Mailed: 8	Returned: 0
--	-----------	-------------

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

AT&T COMMENTS:

No comments.

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

No issues with annexation generally. CU can extend Elec/Gas/Water to the proposed area, however due to capacity constraints with CU's water system, Fire Flow from public mains to be extended is estimated to be around 1000GPM.

CLEAN WATER SERVICES COMMENTS:

No objection to the annexation.

E-911 COMMENTS:

No comments.

ECONOMIC DEVELOPMENT COMMENTS:

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

FIRE DEPARTMENT COMMENTS:

1. **Service** – The primary Fire Station responding to this area would be Station #8 located at 1405 S Scenic, which is approximately 4.6 miles from the southeast corner of the property. Fire Station #6 located at 2620 W Battlefield is the secondary station responding to this location, which is 4.8 miles from the southeast corner of the property.
2. **ISO area** – The proposed annexation is currently outside the recommended ISO 1.5-mile (ISO diamond) response distance by 3.4 miles for the 1st due unit. ***This will negatively impact on our ISO rating.***
3. **Response times/Standards of Cover** – Estimated response time was calculated mathematically with an assumed travel speed of 50 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 7 minutes, 51 seconds. The 2nd due company has an estimated total response time of 8 minutes, 6 seconds. It is unlikely the standard of coverage benchmark could be met for single company responses and possible the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. ***The department does not expect that it will meet the initial unit or ERF benchmark for the property. The baseline is attainable for both measures. This address is covered by an existing Automatic Aid agreement. This will impact agency accreditation.***

		Estimated Total Response Time	Benchmark*	Baseline**
--	--	----------------------------------	------------	------------

1 st Due Company	Station 8	7-8 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Effective Response Force	Stations 8, 6, 9, 1	11-12 minutes	10 minutes 20 seconds	13 minutes 18 seconds

4. **Water Supply** – Currently there is no water supply to service the proposed area to be annexed. There nearest hydrant is 4195 feet away south of Haseltine Road and Sunshine. City Utilities is aware of the issue and has been developing plans to provide service. ***The Fire Department has concerns with the water supply for this proposed annexation. All new development must meet conditions of the Fire Code. Prior to issuance of any building permit, plans must be in place to develop sufficient fire flow for the proposed structure(s).***
5. **Impact** - The Fire Department is unable to estimate the call activity after development occurs because the type of development is unknown but is expected to be low under its current zoning. ***The Fire Department does not have any concerns with the operational impact to the department or the City of Springfield.***

Fire Department Recommendation: ***The Fire Department is neutral in its assessment of development of the site located on West Sunshine. While this location would generally result in total response times beyond the benchmark performance objective, the impact of the proposed development will be minor but further development could impact the anticipated frequency and severity of incidents. This area is covered under a current automatic aid agreement with a fire protection agency to the west of the City of Springfield, which serves to improve emergency response coverage for fires and decrease the overall time required for arrival of the first due fire suppression unit.***

MODOT COMMENTS:

No comments.

POLICE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

Traffic has no objection to the annexation of this property.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Sunshine Street roadway as an Expressway roadway. The standard right-of-way width for W. Sunshine Street is 65 feet from the centerline. It appears no additional right-of-way is needed along W. Sunshine Street. A survey is recommended to determine the exact amount of existing right-of-way. W. Sunshine Street is a state-maintained roadway.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from W. Sunshine Street. MODOT has approved the location of the driveway on W. Sunshine Street shown on the plat. This is the only allowed access point to W. Sunshine Street. There will be no access allowed to Lot 1 or Lot 2 from the first leg of the north/south street. Access to any lot is required to meet current city spacing standards for the street classification.

SIDEWALK

Sidewalk is required to be constructed on the internal street system within this plat.

IMPROVEMENTS

A Traffic Impact Study was required and has been approved by MoDOT. Improvements to Sunshine Street are required as follows: a 420-foot right turn lane with taper and a 290-foot left turn lane with taper.

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. Sunshine Street	Expressway	No	87	65
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated					
*Proposed Trips Generated					
Additional Trips Generated					

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

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

The property is in the **Wilsons Creek** drainage basin. The property **is** located in a FEMA designated floodplain. The area is indicated as an unnumbered A zone. Staff **is** aware of flooding problems in the area. There is a sinkhole at this location and additional city regulations will apply. It looks like an old farm pond but will need to be verified. 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.

ANNEXATION SCHEDULE:

ATTACHMENT 2
ANNEXATION SCHEDULE

ANNEXATION:

Initiate annexation.....	May 3, 2021
City Council public hearing	June 1, 2021
City Council second reading and vote	June 14, 2021

One-rdg. _____
P. Hrngs. X
Pgs. 29
Filed: 05-21-21

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-134

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 10.67 acres of
3 property generally located at 329 and 331 South Oak Grove Avenue from
4 R-SF, Residential Single-family, to HM, Heavy Manufacturing; establishing
5 Conditional Overlay District No. 196; and adopting an updated Official
6 Zoning Map. (Staff and Planning and Zoning Commission both
7 recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at located at 329 and 331 South Oak Grove Avenue from R-SF,
12 Residential Single-family, to HM, Heavy Manufacturing, with Conditional Overlay District
13 No. 196; and
14

15 WHEREAS, Conditional Overlay District No. 196 shall modify the requirements
16 of the Springfield Land Development Code Section 36-433, HM, Heavy Manufacturing,
17 by requiring that the property described in "Exhibit B" comply with the requirements
18 described in "Exhibit A;" and
19

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

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

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

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

34
35 Section 1 – The property described in "Exhibit B," which is attached hereto and
36 incorporated herein by this reference, is hereby rezoned from R-SF, Residential Single-
37 family, to HM, Heavy Manufacturing, with Conditional Overlay District No. 196.
38 Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for
39 interpretation,' is hereby amended, changed, and modified consistent with this
40 Ordinance.

41
42 Section 2 – City Council hereby establishes Conditional Overlay District No. 196
43 which shall contain the requirements and standards provided on "Exhibit A," which is
44 attached hereto and incorporated herein by this reference as though set forth herein.
45 The requirements of Conditional Overlay District No. 196 shall modify the requirements
46 of the Springfield Land Development Code Section 36-433, HM, Heavy Manufacturing,
47 by requiring the property described on "Exhibit B" comply with the requirements
48 contained in "Exhibit A."

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

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

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

61
62 Passed at meeting: _____

63
64 _____
65 Mayor

66
67 Attest: _____, City Clerk

68
69 Filed as Ordinance: _____

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

73
74
75 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021 - 134

FILED: 05-21-21

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 10.67 acres of property generally located at 329 and 331 South Oak Grove Avenue from R-SF, Residential Single-family to HM, Heavy Manufacturing and establishing Conditional Overlay District No. 196. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-5-2021/ CONDITIONAL OVERLAY DISTRICT NO. 196

The applicant is requesting to rezone approximately 10.67 acres of property generally located at 329 and 331 South Oak Grove from R-SF, Residential Single-family to HM, Heavy Manufacturing and establishing Conditional Overlay District No. 196. The applicant intends to combine the subject property with the existing warehouse lot directly to the west located at 340 South Patterson Avenue. The applicant intends to construct access through the 340 South Patterson property to access the rear of the existing building which would be located on the subject property.

The subject property is located and addressed on Oak Grove Avenue. However, the applicant intends to combine lots with the property to the west and provide the primary vehicular access to Patterson Avenue. The COD prohibits industrial truck access to Oak Grove Avenue and only allow employee and emergency vehicular access and must be signed as such. Oak Grove Avenue is classified as a local street and Patterson Avenue is classified as a Collector roadway.

REMARKS:

The Planning and Zoning Commission held a public hearing on May 6, 2021, and recommended to approve, by a vote of 6 to 2.

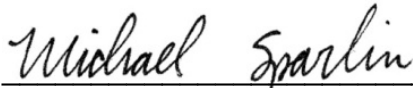
The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* Element of the *Comprehensive Plan* designates this property as appropriate for General Industry, Transportation and Utilities. The HM district is listed as an appropriate zoning district for this land use category. Oak Grove Avenue is classified as a local street and Patterson Avenue is classified as a Collector roadway.

2. The subject property is located and addressed on Oak Grove Avenue. However, the applicant intends to combine lots with the property to the west.
3. The primary vehicular access will be taken from Patterson Avenue. The COD will prohibit industrial truck access to Oak Grove Avenue and only allow employee parking and emergency access to Oak Grove Avenue with appropriate signage. Vehicular access to Horning Street and Walnut Street will be prohibited.
4. A bufferyard Type I is required adjacent to R-SF zoned property. The applicant has proposed a COD that would require a tree survey to be conducted within the bufferyard to identify significant trees for preservation.
5. The development requirements in the proposed HM, Heavy Manufacturing District and the proposed COD are adequate for mitigating potential impacts of the proposed development on the adjoining properties. No junk, scrap, salvage, or automobile wrecking yard shall be located within 500 feet of any residential district. All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. No use shall emit an odor that creates a nuisance as determined by Springfield City Code.
6. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.

Submitted by:



Michael Sparlin, Senior Planner

Recommended by:



Brendan Griesemer, AICP
Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

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

ATTACHMENTS:

- Attachment 1: Department Comments

Attachment 2: Conditional Overlay District Provisions

Attachment 3: Neighborhood meeting summary and neighborhood comments

Exhibit A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-5-2021 & CONDITIONAL OVERLAY DISTRICT NO. 196

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

1. A tree survey shall be conducted at the time of development within forty (40) feet of R-SF, Residential Single-family zoned properties to identify significant trees for preservation.
2. A six-foot solid wood fence shall be required along all adjacent R-SF zoned properties.
3. Vehicular access to East Horning Street and East Walnut Street is prohibited.
4. No industrial truck access is permitted from Oak Grove Avenue. Only Employee and Emergency vehicular access will be permitted from Oak Grove Avenue. Oak Grove Avenue access restrictions shall be signed accordingly.

Exhibit B

LEGAL DESCRIPTION
ZONING CASE Z-5-2021 & CONDITIONAL OVERLAY DISTRICT NO. 196

TRACT I:

BEGINNING 350 FEET WEST OF THE NORTHEAST CORNER OF SECTION TWENTY (20), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENCE WEST 330 FEET; THENCE SOUTH 1331.40 FEET; THENCE EAST 330 FEET; THENCE NORTH 1331.40 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART USED FOR ROADWAYS. ALL BEING IN GREENE COUNTY, MISSOURI. EXCEPT THE FOLLOWING:

ALL THAT PART OF THE ABOVE PLATTED AS QUEEN CITY WAREHOUSE SUBDIVISION, SET FORTH IN PLAT BOOK UU, AT PAGE 72, RECORDER'S OFFICE, GREENE COUNTY, MISSOURI.

TRACT II:

ALL OF THE EAST 10 ACRES OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4), OF SECTION TWENTY (20), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); EXCEPT THAT PART USED FOR ROADWAYS. ALL BEING IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

EXCEPT THE FOLLOWING:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY (20), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-ONE (21) WEST; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION TWENTY (20), A DISTANCE OF 350.0 FEET; THENCE SOUTH AND RUNNING PARALLEL WITH THE EAST LINE OF SAID SECTION TWENTY (20), A DISTANCE OF 74.32 FEET TO THE PRESENT SOUTH RIGHT-OF-WAY LINE OF EAST CHESTNUT EXPRESSWAY FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH AND RUNNING PARALLEL WITH THE EAST LINE OF SAID SECTION TWENTY (20), A DISTANCE OF 485.68 FEET TO THE PRESENT NORTH LINE OF ST. LOUIS STREET; THENCE EAST AND ALONG THE NORTH LINE OF SAID ST. LOUIS STREET, A DISTANCE OF 276.15 FEET TO THE PRESENT WEST LINE OF OAK GROVE AVENUE; THENCE NORTH AND ALONG THE WEST LINE OF SAID OAK GROVE AVENUE, A DISTANCE OF 497.28 FEET TO THE PRESENT SOUTH RIGHT-OF-WAY LINE OF EAST CHESTNUT EXPRESSWAY; THENCE WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID EAST CHESTNUT EXPRESSWAY, A DISTANCE OF 276.0 FEET TO THE POINT OF BEGINNING, ALL BEING A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY (20), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-ONE (21) WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

ALSO EXCEPT:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY (20),

TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-ONE (21) WEST; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION TWENTY (20), A DISTANCE OF 350.0 FEET; THENCE SOUTH AND RUNNING PARALLEL WITH THE EAST LINE OF SAID SECTION TWENTY (20), A DISTANCE OF 610.00 FEET TO THE PRESENT SOUTH LINE OF SAID ST. LOUIS STREET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH AND RUNNING PARALLEL WITH THE EAST LINE OF SAID SECTION TWENTY (20), A DISTANCE OF 640.72; THENCE EAST AND MAKING AN ANGLE OF 89° 58'57" TO THE LEFT FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 275.96 FEET TO THE PRESENT WEST RIGHT-OF-WAY LINE OF OAK GROVE AVENUE; THENCE NORTH ALONG THE WEST LINE OF OAK GROVE AVENUE, A DISTANCE OF 631.07 FEET TO THE PRESENT SOUTH LINE OF ST. LOUIS STREET, THENCE WEST ALONG THE SOUTH LINE OF ST. LOUIS STREET, A DISTANCE OF 276.15 FEET TO THE POINT OF BEGINNING, ALL BEING A PART OF THE NORTHEAST QUARTER (NE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION TWENTY (20), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-ONE (21) WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

And

A TRACT OF LAND BEING A PART OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION 20, TOWNSHIP 29N, RANGE 21W, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SE¼ OF THE NE¼ OF SECTION 20; THENCE S01° 01'03"W, ALONG THE EAST LINE OF SAID SE¼ OF THE NE¼, 130.00 FEET TO AN EXISTING PIPE; THENCE N87° 32'21"W, 199.59 FEET MEASURED (200.00 FEET DEED), TO AN EXISTING IRON PIN; THENCE S01° 22'48"W, 129.71 FEET MEASURED (130.00 FEET DEED), TO AN EXISTING IRON PIN; THENCE N87° 18'56"W, 149.93 FEET MEASURED (150.00 FEET DEED), TO AN EXISTING PIPE, THENCE N01° 14'04"E, 260.00 FEET, TO AN EXISTING IRON PIN ON THE NORTH LINE OF SAID SE¼ OF THE NE¼, THENCE S87° 23'51"E, ALONG SAID NORTH LINE OF THE SE¼ OF THE NE¼, 350.00 FEET, TO THE POINT OF BEGINNING, ALL IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Exhibit C

**RECORD OF PROCEEDINGS
ZONING CASE Z-5-2021 & CONDITIONAL OVERLAY DISTRICT NO. 196
Planning and Zoning Commission – May 6, 2021**

Z-5-2021 w/COD #196

329 & 331 South Oak Grove Avenue

Applicant: KKJ Wholesale, LLC and Amaleki Robinson

Mr. Hosmer states that this is a request to rezone approximately 10.67 acres of property generally located at 329 and 331 South Oak Grove Avenue from R-SF, Single-Family Residential District to HM, Heavy Manufacturing District with a Conditional Overlay District No. 196. The Comprehensive Plan identifies the property as General Industry, Transportation and Utilities. The Transportation Plan classifies Oak Grove Avenue as a local street and Patterson Avenue as a Collector roadway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain or a stream buffer area. A fee in lieu of on-site stormwater detention will not be allowed. The COD will require:

- A tree survey shall be conducted at the time of development to identify significant trees for preservation within the bufferyard.
- A six-foot solid wood fence shall be required along all adjacent R-SF zoned properties.
- Vehicular access to East Horning Street and East Walnut Street is prohibited.
- No industrial truck access is permitted from Oak Grove Avenue. Only Employee and Emergency vehicular access will be permitted from Oak Grove Avenue. Oak Grove Avenue access restrictions shall be signed accordingly.

Staff recommends approval.

Mr. Doennig opened the public hearing.

Ms. Teresa Davison, representing the owners and stated at the neighborhood meeting that most of the issues that were discussed were addressed. Mentioned the concern of the neighborhood to the East of what would be the effect of this project and she stated that would have no impact to the east and also stated that stormwater will also have no impact to the surrounding area as it flows through the property.

Mr. Kim Singleton, 2613 W. Walnut was concerned of the impact as this development due to beings directly behind his home and asked if Oak Grove Avenue will be the entrance to the development.

Mr. Bob Hosmer stated that traffic would come through Oak Grove Avenue.

Mr. Singleton said that he is not in favor due to the noise and what could be possibly be manufactured on the property.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to approve Z-5-2021 w/COD #196 (329 South Oak Grove Avenue). Mr. Knuckles seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, and Lebeck. Nays: Broekhoven and Bruce. Abstain: None. Absent: Ogilvy.

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

Bob Hosmer, AICP
Planning Manager

Exhibit D

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

MAY 6, 2021

June 1, 2021

CASE: Z-5-2021 w/COD #196

ACRES: Approximately 10.67 acres

LOCATION: 329 & 331 South Oak Grove Avenue

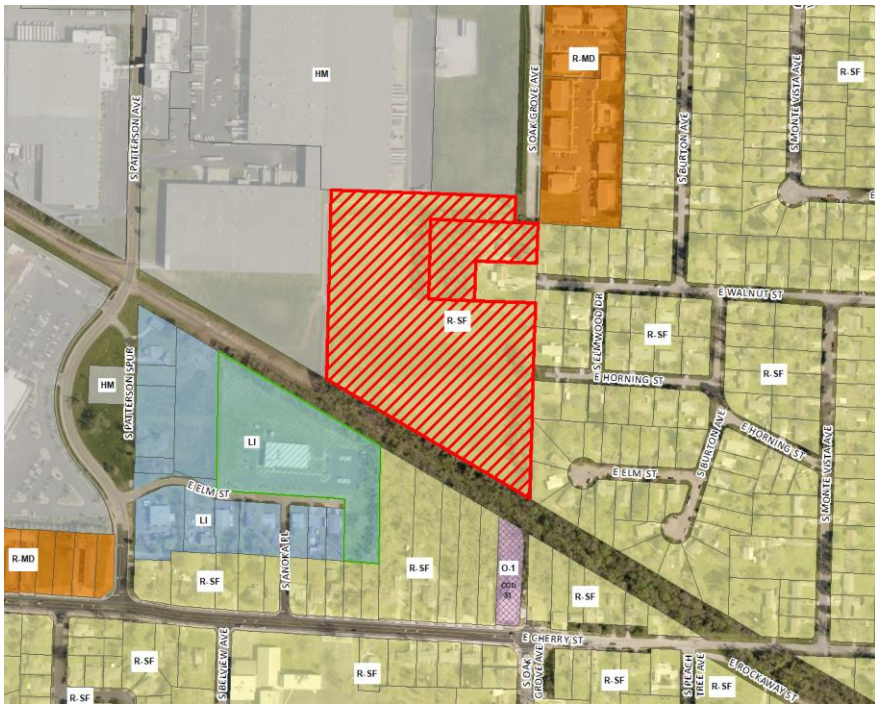
EXISTING LAND USE: Undeveloped land

APPLICANT: KKJ Wholesale LLC & Amaleki Robinson

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

STAFF RECOMMENDATIONS:
Approve

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



SUMMARY OF REQUEST:

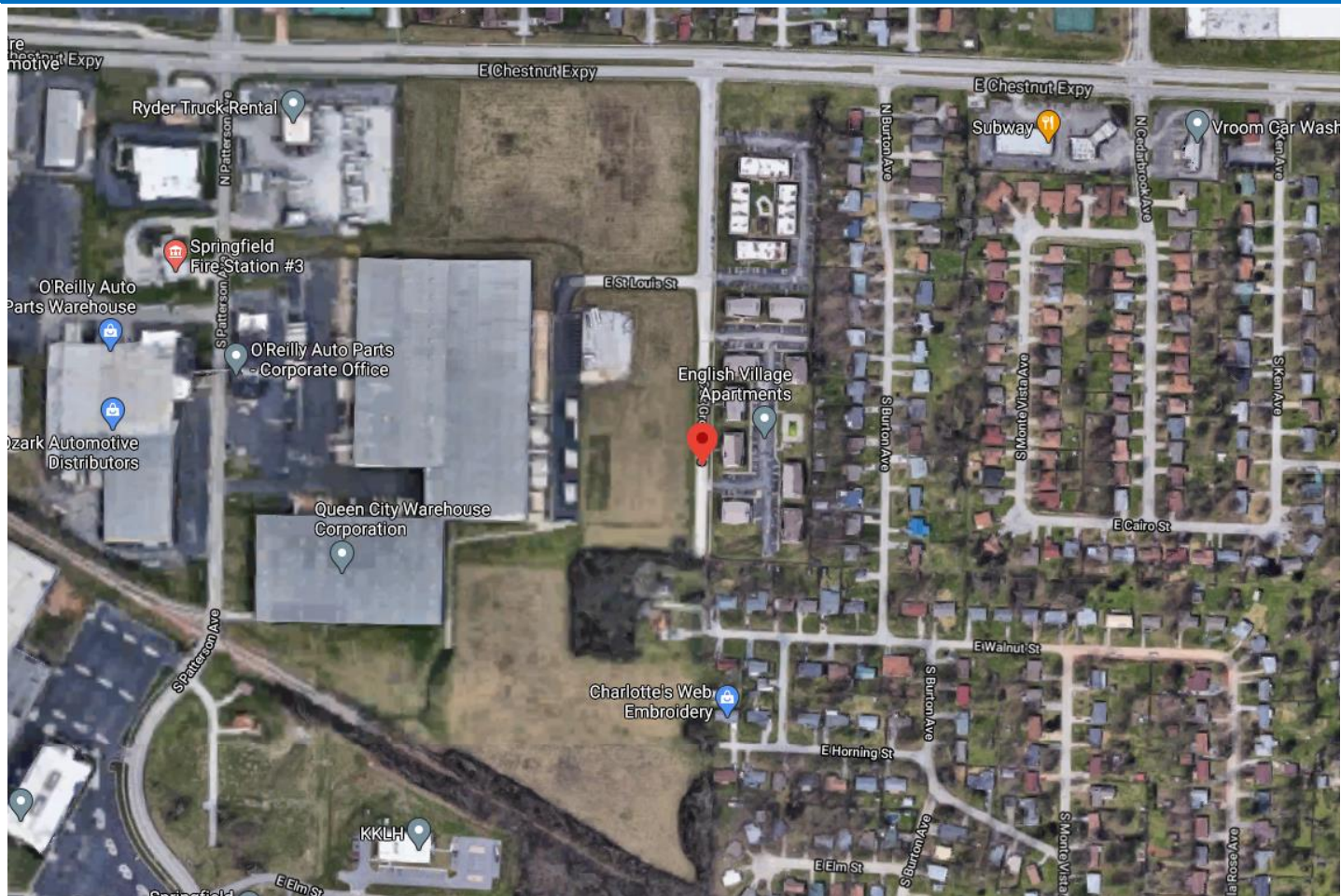
Request to rezone approximately 10.67 acres of property generally located at 329 and 331 South Oak Grove from R-SF, Residential Single-family to HM, Heavy Manufacturing and establishing Conditional Overlay District No. 196.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management and Land Use Plan Element* of the *Comprehensive Plan* designates this property as appropriate for General Industry, Transportation and Utilities. The HM district is listed as an appropriate zoning district for this land use category. Oak Grove Avenue is classified as a local street and Patterson Avenue is classified as a Collector roadway.
2. The subject property is located and addressed on Oak Grove Avenue. However, the applicant intends to combine lots with the property to the west.
3. The primary vehicular access will be taken from Patterson Avenue. The COD will prohibit industrial truck access to Oak Grove Avenue and only allow employee parking and emergency access to Oak Grove Avenue with appropriate signage. Vehicular access to Horning Street and Walnut Street will be prohibited.
4. A bufferyard Type I is required adjacent to R-SF zoned property. The applicant has proposed a COD that would require a tree survey to be conducted within the bufferyard to identify significant trees for preservation.
5. The development requirements in the proposed HM, Heavy Manufacturing District and the proposed COD are adequate for mitigating potential impacts of the proposed development on the adjoining properties. No junk, scrap, salvage, or automobile wrecking yard shall be located within 500 feet of any residential district. All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. No use shall emit an odor that creates a nuisance as determined by Springfield City Code.
6. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:				
	NORTH	SOUTH	EAST	WEST
ZONING	HM	R-SF, LI, O-1	R-SF, R-MD	HM
LAND USE	Industrial and Warehouse Uses	Abandoned railroad right-of-way, Single-family residence, radio station office and tower, office	Single-family residence, Multifamily residences	Industrial Uses

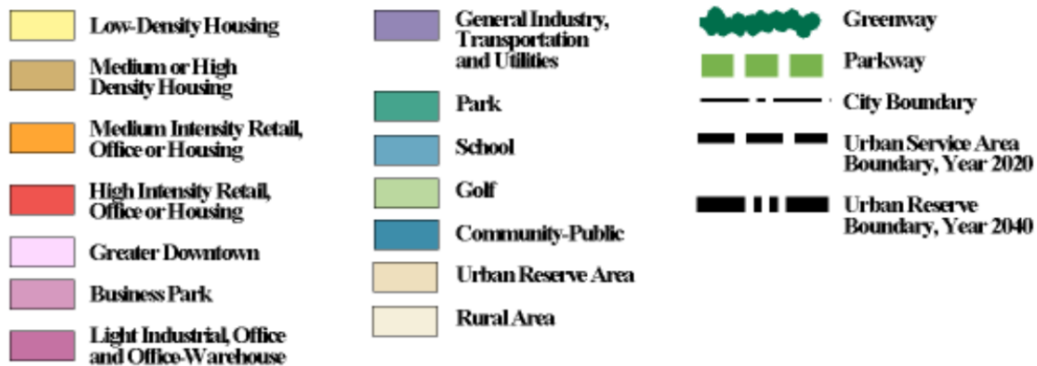
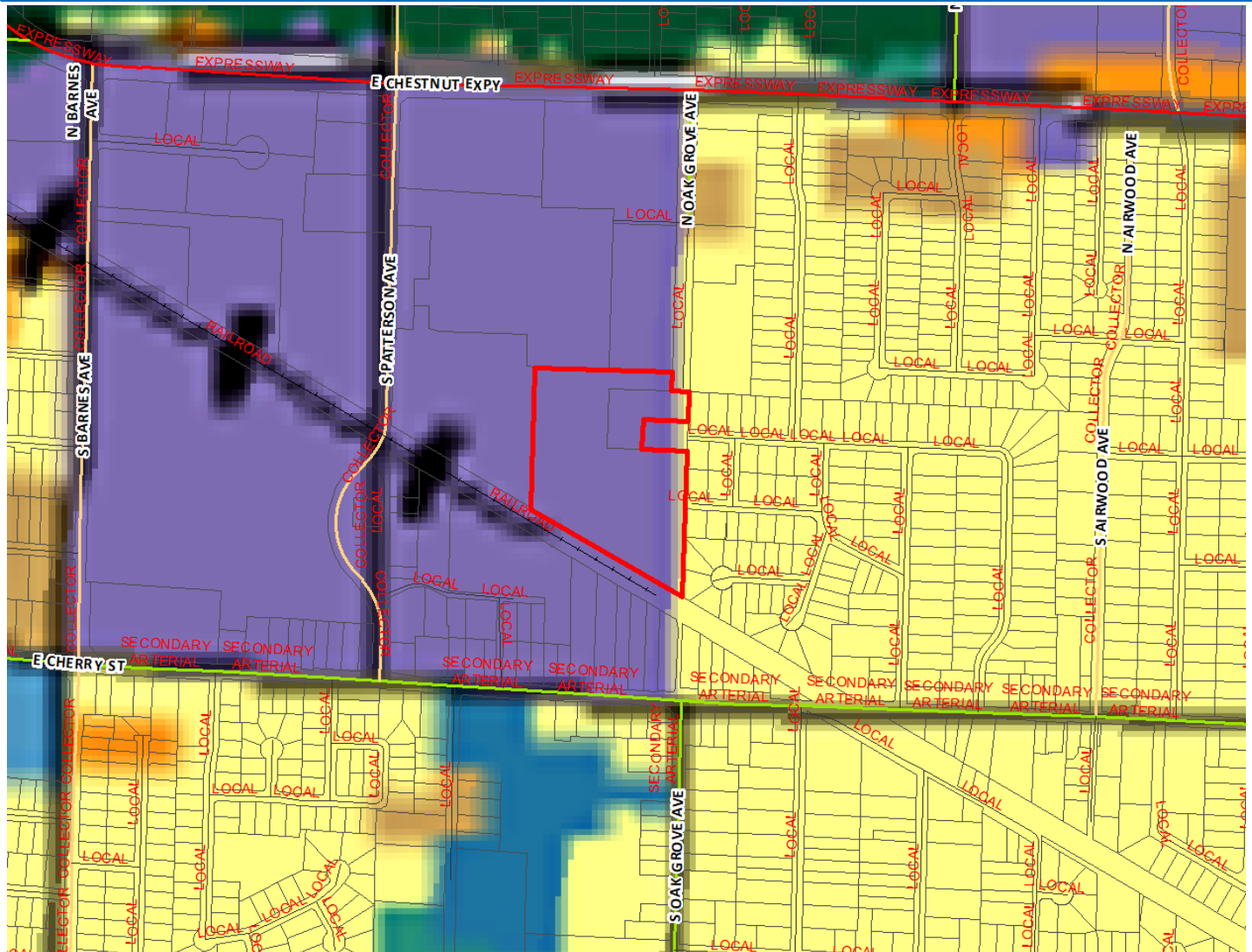
GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



PROPERTY HISTORY:

The subject property has been zoned R-SF since the citywide remapping in 1995.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

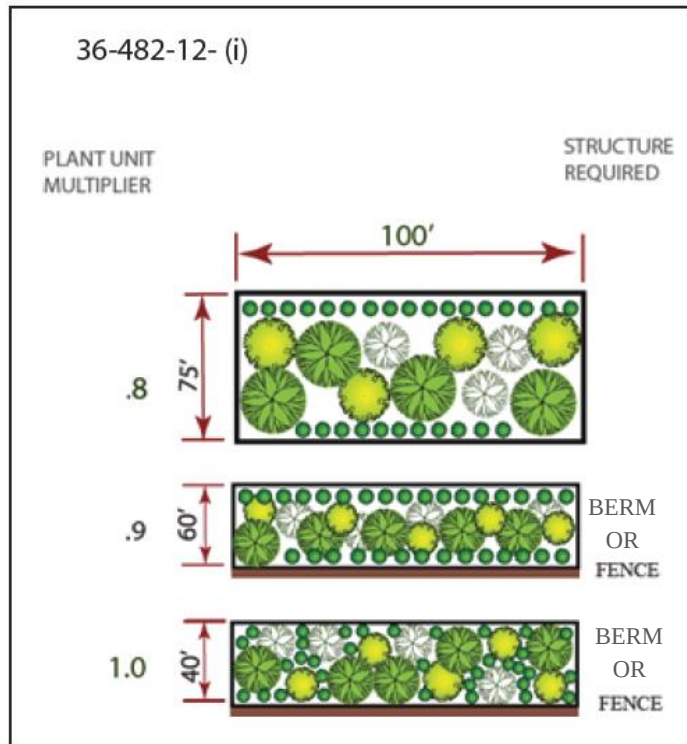
(7) Findings by the commission.

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

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR HM
Use Limitations	a. No building shall be used for residential purposes, except that a guard, caretaker or other person employed on the premises, and their family, may reside on the premises in conformance with subsection 36-450(3)(b)6. Existing nonconforming residential uses may be expanded up to ten percent of the floor area existing at the time the district is mapped to provide enlarged cooking and sanitary facilities but not bedrooms or other living space. b. No junk, scrap, salvage, or automobile wrecking yard shall be located within 500 feet of any residential district. c. All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. d. No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. e. Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
Maximum Structure Height	None
Minimum open space requirements	a. Offices, as a principal use, athletic clubs, fitness centers, indoor sports facilities, and recording, television, and radio studios. 1. Minimum open space: Not less than 15 percent of the total lot area shall be devoted to open space including required yards and bufferyards unless modified in accordance with subsection 36-482(15). Open space shall not include areas covered by buildings, structures, parking, loading and other paved areas and internal streets. Open space shall contain living ground cover and other landscaping materials. 2. Maximum impervious surface: The combined area occupied by all main and accessory buildings or structures, parking storage, loading and other paved areas shall not exceed 85 percent of the total lot area unless modified in accordance with subsection 36-482(15). b. All other uses. 1. Minimum open space: None. 2. Maximum impervious surface: None.
Bulk plane	None

Bufferyard and landscaping



A bufferyard Type I is required adjacent to properties zoned R-SF.

Bufferyard Type I requires a minimum of forty (40) feet depth or a maximum of seventy-five (75) feet depth and requires five (5) canopy trees, 4 understory trees, 5 evergreen trees, and thirty-four (34) shrubs per 100 linear feet. If the forty (40) bufferyard depth is chosen, either a five (5) foot earthen berms with plantings or a six-foot solid wood fence or a six-foot solid masonry/brick wall or six-foot solid evergreen hedge is required. If the sixty (60) foot bufferyard depth is chose, wither a three-foot earthen berm with plantings or a six-foot solid masonry/brick wall or six-foot solid evergreen hedge is required.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for General Industry, Transportation and Utilities. The HM district is listed as an appropriate zoning district for this land use category.

STAFF COMMENTS:

- 1) The applicant is requesting to rezone approximately 9.18 acres of property generally located at 329 and 331 South Oak Grove from R-SF, Residential Single-family to HM, Heavy Manufacturing and establishing Conditional Overlay District No. 196. The applicant intends to combine the subject property with the existing warehouse lot directly to the west located at 340 South Patterson Avenue. The applicant intends to construct access through the 340 South Patterson property to access the rear of the existing building which would be located on the subject property.
- 2) The subject property is located and addressed on Oak Grove Avenue. However, the applicant intends to combine lots with the property to the west and provide the primary vehicular access to Patterson Avenue. The COD prohibits industrial truck access to Oak Grove Avenue and only allow access to Oak Grove Avenue for employee and emergency vehicular access and must be signed as such. Oak Grove Avenue is classified as a local street and Patterson Avenue is classified as a Collector roadway.
- 3) The development requirements in the proposed HM, Heavy Manufacturing District and the proposed COD are adequate for mitigating potential impacts of the proposed development on the adjoining properties. A bufferyard Type I is required adjacent to R-SF zoned property. The bufferyard Type I is detailed below. No junk, scrap, salvage, or automobile wrecking yard shall be located within 500 feet of any residential district. All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. The applicant has proposed a COD that would require a tree survey to be conducted within the bufferyard to identify trees of significance for preservation. Vehicular access to Horning Street and Walnut Street is prohibited. The COD prohibits industrial truck access to Oak Grove Avenue. Oak Grove Avenue may only be used for employee and emergency vehicular access and must be signed as such.
- 4) The HM zoning is consistent with adjacent properties to the north and west of the subject property.

-
- 5) Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.
- 6) The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.
-

NEIGHBORHOOD MEETING:

All neighborhood meetings have been cancelled due to the Mayor's Proclamation of Civil Emergency related to COVID-19, however the applicant held an online meeting on Friday April 16, 2021. Property owners were mailed a comment card to provide their comments. A meeting summary and neighborhood comments are provided in Attachment 3.

PUBLIC NOTIFICATIONS:

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

Notices sent to property owners within 185 feet: Mailed: 29 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with the proposed rezoning

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

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

FIRE DEPARTMENT:

No issues with zoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

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

TRAFFIC COUNTS & ON-STREET PARKING

There is not a recent traffic count on S. Oak Grove Avenue. On-street parking is not allowed along S. Oak Grove Avenue.

DRIVEWAY ACCESS

There is currently no driveway access points to S. Oak Grove avenue from the property. This lot will be combined with the lot to the west and primary access will be taken from S. Patterson Avenue. Emergency and employee only access will be allowed to S. Oak Grove Avenue.

SIDEWALK

There is not existing sidewalk along the property frontage of S. Oak Grove Avenue. Sidewalk must be constructed at the time of development or a fee in lieu of applied for to the Administrative Review Committee. If approved, the fee must be paid prior to approval of a building permit.

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 S. Oak Grove Avenue.

IMPROVEMENTS

None required since S. Oak Grove Avenue will be utilized for emergency and employee access only. A Traffic Study was not required as the change in zoning does not increase trips more than 100 vehicles in the AM/PM peak or 1,000 vehicles per day.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	S. Oak Grove Ave	Local	No	30	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		42.7	53.4	512.2	
*Proposed Trips Generated		74.7	85.4	416.1	
Additional Trips Generated		32	32	-93.1	

*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 **Jordan Creek South 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 **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.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-5-2021 & CONDITIONAL OVERLAY DISTRICT NO. 196

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

1. A tree survey shall be conducted at the time of development within forty (40) feet of R-SF, Residential Single-family zoned properties to identify significant trees for preservation.
2. A six-foot solid wood fence shall be required along all adjacent R-SF zoned properties.
3. Vehicular access to East Horning Street and East Walnut Street is prohibited.
4. No industrial truck access is permitted from Oak Grove Avenue. Only Employee and Emergency vehicular access will be permitted from Oak Grove Avenue. Oak Grove Avenue access restrictions shall be signed accordingly.



Heithaus Engineering & Associates, Inc.

Consulting Engineering & Land Surveying – Since 1979

535 W. Battlefield St. Springfield, MO 65807
(417) 887-3238 Fax (417) 887-1940

E-mail: HEI@heiweb.com
www.heiweb.com

May 4, 2021

Re: **Neighborhood Meeting Summary** (Virtual)
PLN2021-00023 Rezoning Request –329 & 331 S. Oak Grove

The neighborhood meeting for this request was held virtual/online on Friday, April 16th, 2021 between 4 pm and 6:30 pm with the login information provided to City Staff. From the approximate 98 mailers that were sent to neighbors within a 500-ft. radius, 2 neighbors / residents logged in to inquire about the proposed zoning and discuss how it may impact them. The neighborhood meeting sign-in sheet is included with this summary.

Visiting with the 2 neighbors, they were interested in the purpose of the zoning request and how it would affect their neighborhood. Of primary concern, was access from the proposed zoning property to their residential streets. We explained that the zoning request would include a Conditional Overlay District (COD) prohibiting access from both Horning and Walnut St.

Another concern we discussed was how the property was intended to be used. We discussed with the neighbors that the owner of the property owns Johnstone Supply which adjoins the property to the west. There are no immediate plans to develop the property, however Johnstone Supply foresees the possibility of adding employee parking and fire apparatus or other emergency access around their existing building.

Finally, we discussed the initial reason for the zoning request was tied to the current parking addition for Johnstone Supply located west of their existing building (fronting on Patterson Ave.). The proposed parking addition requires that a landscape bufferyard be installed adjacent to residential property. The required bufferyard is substantial in width, plantings and screened-fence installation. Unfortunately, there is not enough room adjacent to the existing Johnstone property to provide the required bufferyard. (Reference attached exhibit). With the Johnstone Supply owning the adjoining property, rezoning the property to HM (Heavy Manufacturing) to match the existing Johnstone Supply zoning and the City's Comprehensive Plan, the bufferyard would move easterly to adjoin the developed residential properties. The proposed COD requires that existing trees be surveyed within 40-ft of the residential properties and be retained with any new required plantings and screening.

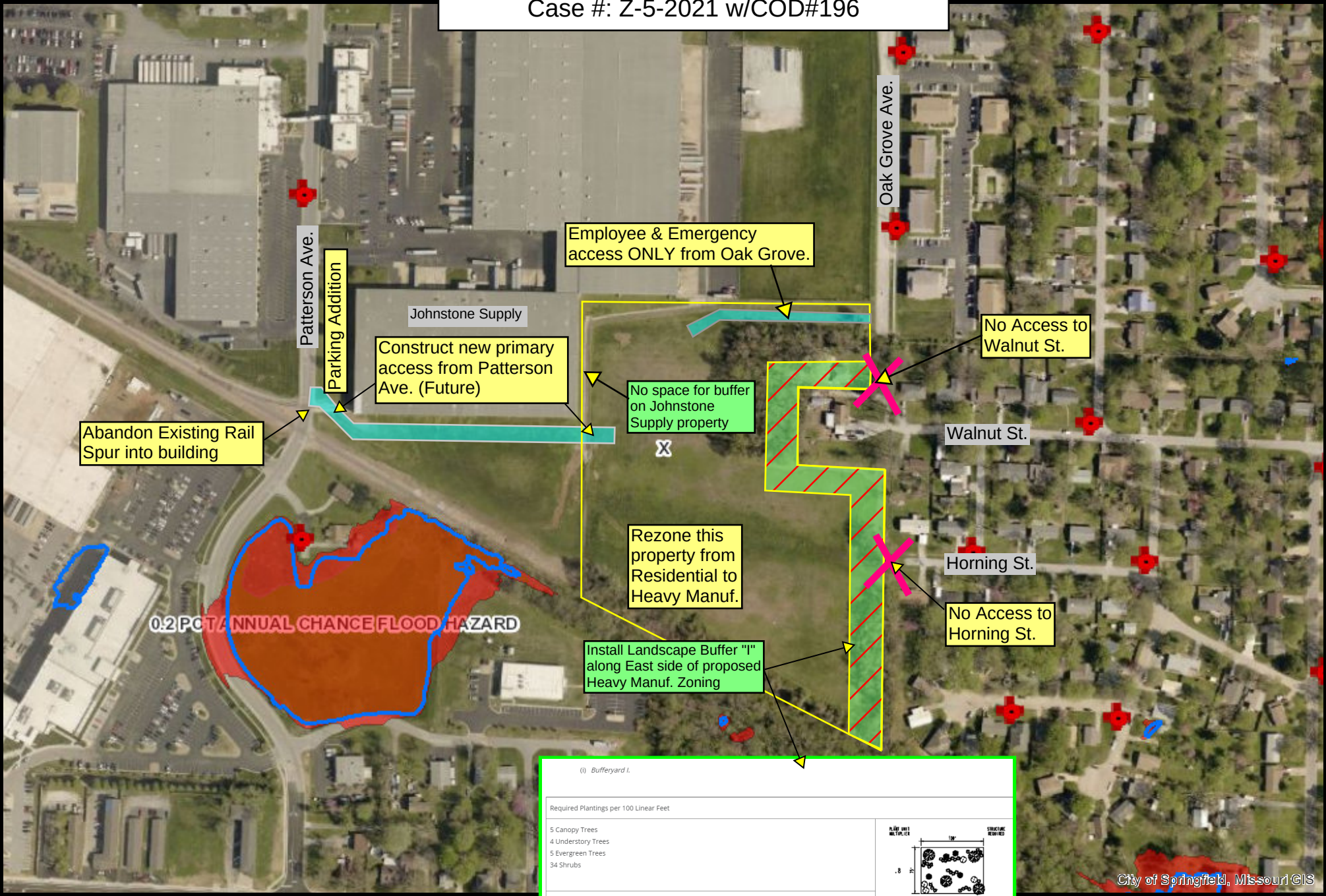
With these explanations, no additional concerns were mentioned and no additional neighbors logged into the meeting.

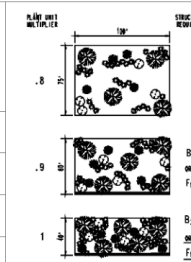
Respectfully,

Teresa A. Davison

Teresa A. Davison, P.E.

Zoning Exhibit: 329 & 331 South Oak Grove Case #: Z-5-2021 w/COD#196



(i) Bufferyard I.	
Required Plantings per 100 Linear Feet	
5 Canopy Trees 4 Understory Trees 5 Evergreen Trees 34 Shrubs	
Required Structure	
F ₁ Six-foot solid wood fence or six-foot solid masonry/brick wall or six-foot solid evergreen hedge.	
B ₁ Three-foot earthen berm with required plantings and perennial groundcover sown on the berm.	
B ₂ Five-foot earthen berm with required plantings and perennial groundcover sown on the berm.	
PLANT UNIT MULTIPLE .8 .9 1	STRUCTURE REQUIRED 

Neighborhood Meeting - Sign In
Rezoning Request for 329 & 331 S. Oak Grove Ave.
Friday, April 16, 2021 (4 PM to 6:30 PM)

Name	Company	Address	Phone #	Fax #	E-Mail
Gloria	N/A	2631 E. Walnut St.			
Sara	N/A				

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:	2/10/21	Telephone No.	416-869-9519
YOUR NAME:	Kim Singleton		
YOUR ADDRESS:	2613 E. WALNUT Spfld, 65802		
PROJECT ADDRESS:	300 S. OAK GROVE		

COMMENTS: I AM AGAINST THIS 100%
Please DO NOT RE-ZONE OUR NEIGHBORHOOD!

I THINK I CAN SPEAK FOR MANY OF MY NEIGHBORS, THAT WE
DO NOT WANT ALL THE NOISE, TRAFFIC, AND GENERAL UNWELCOMENESS
HARBORING. TAKE YOUR "MFG" OUT TO THE
INDUSTRIAL PARK WHERE IT BELONGS!!

THANKS

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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:	3/1/21	Telephone No.:	417-496-7238
YOUR NAME:	Tiffany Boff		
YOUR ADDRESS:	335 S Oak Grove, Spfld, Mo 65802		
PROJECT ADDRESS:	300 Block S. Oak Grove Ave (vacant)		

COMMENTS: We are against the rezoning for multiple reasons
- I am the house ~~near~~ to the north of the property, rezoning this area could impact my property value along w/ my ability to sell my property ~~in~~ at a later date.

However, if the city approves the rezoning I request the land owner pays for 6 to 8 foot wooden privacy fix to go around my property. I am under the understanding the land owner is buying to the property to the south of me 331 S Oak Grove. -continue on paper→

If this purchase go through, I request the city to require the wooded area directly to the west of 335 S Oak Grove Ave. to not be destroyed, this is to allow a separation of my land and whatever the land owner wants to build.

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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:	2-27-2021	Telephone No.	417-343-0982
YOUR NAME:	James VanHoose		
YOUR ADDRESS:	2612 E. Horning St.		
PROJECT ADDRESS:	300 Block S. Oak Grove Ave		
COMMENTS:	If Industrial manufacturing going in I feel that we should at least get a 8ft. high Privacy Fence + 10 ft if allowed		

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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:	2-10-2021	Telephone No.	417-866-8405
YOUR NAME:	Betty Cousins		
YOUR ADDRESS:	2626 E Walnut, Spfd MO 65802		
PROJECT ADDRESS:	300 Block S. Oak Grove Ave		

COMMENTS:

We want to remain zoned for Residential
single family
No to Manufacturing Rezone.
Area under consideration is becoming storm sewer
run off area from our neighborhood - BAD PLAN

Sparlin, Michael

From: LaNita Petzold <lanita4re@sbcglobal.net>
Sent: Thursday, April 15, 2021 3:48 PM
To: Zoning@springfieldmo.gov
Subject: 329 & 331 S. Oak Grove Ave.

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

LaNita Marie Petzold
2611 E. Elm St
Springfield, Mo 65802
417-353-6856

To whom it my concern,

I am putting on record that I strongly disapprove of the proposed zoning changes for the properties at 329 & 331 S. Oak Grove Ave. for the following reasons:

1) Per notice dated 2/4/2021 e. emergency access only from Oak Grove. Notice dated 4/8/2021 e. Employee/ Emergency access only. This is an increase in traffic, now it is for employees, that will be going behind my home. Access was to be from Patterson. I strongly dislike the idea of a busy road that close to my home. If the purpose changed from February to April, what will happen in the future?

2) A 6 ft privacy fence be installed along all R-SF properties. For your information my property slopes down to the proposed area. A 6 ft fence will do no good as the view from my deck is the field and the back of Convoy of Hope. There is currently a 6 ft. fence that covers part of my back yard. Due to the contour of the land that fence looks about 4ft. tall.

3) By rezoning the proposed property to Heavy Manufacturing it will greatly change my property value. Property adjacent to Heavy Manufacturing will decrease in value. I purposely bought my home knowing the zoning of the area behind me.

There will be increased traffic and noise pollution for this area and also higher chance for crime. I have lived in other cities and have live through changes like this before. More traffic = more crime. That is why I decided on the home I am now in. Less traffic and zoned for homes, not Heavy Manufacturing.

Due to all of the construction that has been going on in my neighborhood and especially that field, it is proof that the City plans on changing the zoning. When Cherry St was widened the intersection at Oak Grove and Cherry St. was designed for the road to continue north. I believe that no matter what the plan is, that road is going to be much busier than any model predicts.

I know that this was to be in earlier however, due to our great postal system I did not receive it before your deadline. I have responded as quickly as possible. I do hope you will consider the points I have made.

Thank-you for you time,

LaNita Petzold

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 05-25-21

Sponsored by: Hosmer

First Reading: _____

Second reading: _____

COUNCIL BILL 2021-135

SPECIAL ORDINANCE _____

AN ORDINANCE

1 SETTING a preliminary tax levy on real and personal property for current expenses
2 and debt retirement of the City of Springfield, Missouri, and its boards and
3 agencies, for the Fiscal Year beginning July 1, 2021, and ending June 30,
4 2022; and declaring an emergency.
5 _____
6

7 WHEREAS, with the adoption of the budget for the Fiscal Year beginning July 1,
8 2021, and ending June 30, 2022, generally referred to as "Fiscal Year 2021-2022," it is
9 necessary for City Council to set the preliminary tax levy on real and personal property;
10 and
11

12 WHEREAS, said tax levies are assessed on all real and personal property on the
13 tax rolls as of January 1, 2021; and
14

15 WHEREAS, the projected levy for Fiscal Year 2021-2022 is anticipated to be
16 \$0.6196 per \$100 of assessed valuation, although this levy may be adjusted by the State
17 Auditor in August of 2021; and
18

19 WHEREAS, the City of Springfield Public Hearing Notice regarding the levies
20 herein has been published, a copy of said notice is attached hereto as "Exhibit A."
21

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

25 Section 1 – There is hereby levied for Fiscal Year 2021-2022, a tax upon the
26 \$100.00 valuation of all real and personal property within, or having its taxable status
27 within, the corporation limits of the City subject to taxation, and upon the \$100.00
28 valuation of all property in the City, subject to taxation and assessed to any railroad,
29 telegraph, telephone, street, railway, or bridge company, according to the last assessed
30 valuation of the said properties of such companies fixed by the following purposes:
31

32 (a) For municipal purposes as authorized by Article X Section 1 of the Constitution
33 of the State of Missouri and approved by the voters of the City, a rate of \$0.2665;

(b) For the establishment and maintenance of public parks in the City, for the aforesaid fiscal year, a rate of \$0.1867;

(c) For maintenance and operation of public health service in the City, for the aforesaid fiscal year, a rate of \$0.1273;

(d) For the establishment and maintenance of an art museum in the City, for the aforesaid fiscal year, a rate of \$0.0391.

These levies are subject to revision based on the levies certified by the Greene County Clerk.

Section 2 – City Council finds that the Director of Finance of the City has presented to City Council the following information:

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

SOURCE	2020 FINAL VALUATION	2021 ESTIMATED VALUATION
Real Estate	\$2,622,185,738	\$2,700,851,310
State Assessed Utilities	54,724,335	56,366,065
Personal Property	<u>526,248,370</u>	<u>542,035,821</u>
Total	\$3,203,158,443	\$3,299,253,196

(2) The amount of revenue required to be produced from the property tax as set forth in the annual budget is \$22,347,573.

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

PURPOSE	PROPOSED TAX LEVY	YIELD
Art Museum	\$ 0.0391	\$ 1,410,320
Public Parks	0.1867	6,733,906
Public Health	0.1273	4,591,351
Municipal Purposes	<u>0.2665</u>	<u>9,611,996</u>
Total	\$ 0.6196	\$ 22,347,573

Section 3 – City Council finds that proper notice was published containing the information set forth in Section 2 above, and a public hearing has been held regarding

the proposed rates of taxes.

Section 4 – Within such time so as to permit the aforesaid taxes to be extended upon the assessment books, the levy so established herein shall be certified by the City Clerk to the Director of Finance and to the County Collector of Greene County, Missouri, who shall proceed to extend the aforesaid taxes for the year upon the assessment books, in the appropriate columns. Furthermore, City Council expressly authorizes the City Manager and City Clerk to take any and all actions necessary to carry out the intent and purpose of this Ordinance.

Section 5 – City Council hereby finds and declares that an emergency exists in that this Ordinance relates to the fixing of the preliminary tax rates for the Fiscal Year beginning July 1, 2021. Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: *Jill Burris*, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021- 135

FILED: 05-25-21

ORIGINATING DEPARTMENT: Finance

PURPOSE: To set the real and personal property preliminary tax levy for the City of Springfield for Fiscal Year 2021-2022 at a level of \$0.6196 per \$100 assessed valuation; and declaring an emergency.

REMARKS: This Ordinance is a companion bill to the adoption of the annual City operating budget and sets the preliminary tax levy on real and personal property. The tax levy is assessed on all property on the tax rolls as of January 1, 2021. Notices have been published calling a public hearing for the purpose of setting the tax levy for the City of Springfield budget for 2021-2022. A copy of the notice is attached hereto setting forth the estimate of the assessed valuations and the tax revenues for 2021.

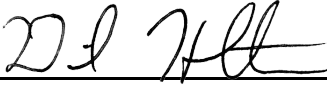
The tax levies established by this Ordinance are based upon State law. The State Auditor is required to review and approve all levies and determine that they meet the statutory test and the Constitutional Test or Hancock Amendment. These tests factor in growth in assessed value and the Consumer Price Index. After checking all relevant information, the State Auditor provides the City of Springfield with a statement showing the tax rate ceiling, which is an amount that the levies cannot exceed without a vote of the people.

The projected levy for Fiscal Year 2021-2022 will be \$0.6196 per \$100 assessed valuation in the Proposed Budget. The actual levy may be adjusted in August, 2021, based on the tax levies provided by the State Auditor.

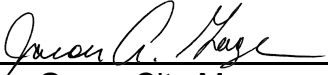
This bill is presented as an emergency. City Council is not expected to vote on this bill after the first reading. The bill is presented as an emergency to allow changes to the Ordinance after the first reading and prior to final approval by City Council.

Recommended by:

Approved by:



David Holtmann, Director of Finance



Jason Gage, City Manager

CITY OF SPRINGFIELD PUBLIC HEARING NOTICE

SUBJECT: Setting tax levy for the City of Springfield budget for 2021-2022

DATE AND TIME: June 1, 2021 at 6:30 P.M.

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

SUPPLEMENTAL INFORMATION: To provide citizens of the City of Springfield, Missouri, the opportunity to submit written and oral comments on the City's tax levy. Estimated assessed valuations for 2021 are:

<u>SOURCE</u>	<u>VALUATION</u>
Real Property	\$2,700,851,310
State Assessed Utilities	56,366,065
Personal Property	<u>542,035,821</u>
Total	\$3,299,253,196

The proposed City budget for 2021-2022 reflects the following yield on this estimated valuation:

<u>FUND</u>	<u>TAX LEVY</u>	<u>YIELD</u>	<u>SURTAX</u>	<u>TOTAL</u>
Art Museum	\$.0391	\$ 1,290,008	\$ 120,312	\$ 1,410,320
Public Parks	.1867	6,159,706	574,200	6,733,906
Public Health	.1273	4,199,950	391,401	4,591,351
Municipal Purposes	<u>.2665</u>	<u>8,792,509</u>	<u>819,487</u>	<u>9,611,996</u>
Total	\$.6196	\$20,442,173	\$1,905,400	\$22,347,573

The City of Springfield tax levies will be finalized in August 2021 when the Greene County Clerk provides the City with the certified levy amounts.

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

Anita Cotter, City Clerk
City of Springfield, Missouri

One-rdg. _____
P. Hmgs. _____
Pgs. 7 _____
Filed: 05-25-21 _____

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-136

SPECIAL ORDINANCE _____

AN ORDINANCE

1 ADOPTING a budget for the City of Springfield, Missouri, for the Fiscal Year
2 beginning July 1, 2021, and ending June 30, 2022; providing that certain
3 amounts shown in the budget document are appropriated for the various
4 departments specified in said budget; and declaring an emergency.
5 _____
6

7 WHEREAS, the City Manager has submitted a budget to City Council for the
8 Fiscal Year beginning July 1, 2021, and ending June 30, 2022, generally referred to as
9 "Fiscal Year 2021-2022;" and
10

11 WHEREAS, a public hearing was held on the budget on June 1, 2021.
12

13 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
14 SPRINGFIELD, MISSOURI, as follows, that:
15

16 Section 1 – A budget for Fiscal Year 2021-2022 for the City of Springfield,
17 Missouri, entitled "CITY OF SPRINGFIELD PROPOSED ANNUAL BUDGET, Fiscal
18 Year 2021-2022," (hereinafter "Budget"), a copy of which is on file with the City Clerk,
19 providing total revenues of \$394,556,076 and appropriations for all funds of
20 \$394,556,076, is hereby adopted. Budgeted revenues and appropriations for Fiscal
21 Year 2021-2022 are detailed in "Exhibit A," which is attached hereto and incorporated
22 herein by reference.
23

24 Section 2 – The lease obligations under various agreements between the City
25 and the Public Building Corporation of the City of Springfield, Missouri, as well as all
26 other similar lease obligations subject to annual appropriations, are hereby authorized
27 for renewal for Fiscal Year 2021-2022, and the funds for such payments as set forth in
28 the Budget are hereby appropriated.
29

30 Section 3 – From July 1, 2021, the effective date of the Budget, the amounts
31 shown in the Budget as adopted are hereby appropriated for the various departments,
32 offices, and agencies specified therein, except that any new full-time equivalent ("FTE")
33 position that replaces a contract position on the date of passage of this Ordinance will

34 be effective on June 20, 2021. All Fiscal Year 2021-2022 expenditures of the City shall
35 be limited to the appropriations provided for the departments, offices, and agencies, as
36 detailed in the Budget, unless further appropriations are made by City Council.
37

38 Section 4 – The City Manager is directed to cause the proper accounting entries
39 to be made in the books and records of the City so as to reflect the revenues and
40 appropriations for Fiscal Year 2021-2022, and to file a certified copy of the adopted
41 Budget for said fiscal year with the City Clerk.
42

43 Section 5 – City Council hereby finds and declares that an emergency exists in
44 that this Ordinance relates to the adoption of a budget for the City for the Fiscal Year
45 beginning July 1, 2021, and ending June 30, 2022, and providing revenues and
46 appropriations for the various functions and activities of City government. Therefore,
47 this Ordinance shall be in full force and effect from and after passage.
48

49 Passed at meeting: _____
50
51

52 _____
53 Mayor
54

55 Attest: _____, City Clerk
56
57

58 Filed as Ordinance: _____
59
60

61 Approved as to form: Jill Burris, Assistant City Attorney
62

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

EXPLANATION TO COUNCIL BILL 2021- 136

FILED: 05-25-21

ORIGINATING DEPARTMENT: Finance

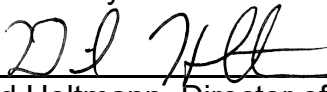
PURPOSE: To adopt the Fiscal Year 2021-2022 Budget for the City of Springfield and to declare an emergency.

REMARKS: The Finance Department recommends the adoption of a Proposed Budget totaling \$394,556,076 as submitted by the City Manager, which is on file with the City Clerk's office, entitled "CITY OF SPRINGFIELD PROPOSED ANNUAL BUDGET, FY 2021–2022." The proposed budget was reviewed and discussed by City Council on May 4, 2021; May 11, 2021; May 18, 2021; and May 25, 2021. There was opportunity for public input at a public hearing held on June 1, 2021.

The proposed budget revenues and appropriations are detailed in "Exhibit A" of the Ordinance.

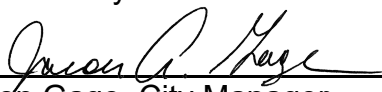
This Ordinance is presented as an emergency as it relates to and meets the requirements of adopting a budget for the City. City Council is not expected to vote on this Ordinance after the first reading. The Ordinance is presented as an emergency to allow changes to the Ordinance after the first reading and prior to final approval by City Council.

Submitted by:



David Holtmann, Director of Finance

Approved by:



Jason Gage, City Manager

Revenues

Schedule of Actual and Projected Revenues (All Fund Types):

	General Fund	Special Revenue Funds	Grant Funds	Capital Projects Funds	Debt Service Funds
TAXES					
Sales (General)	\$ 48,928,000	\$ -	\$ -	\$ -	\$ -
Sales (Capital Improvement)	-	-	-	12,232,000	-
Sales (Law Enforcement)	-	8,608,200	-	-	-
Sales (Transportation)	-	-	-	6,116,000	-
Sales (Parks)	-	11,662,750	-	-	-
Sales (911)	-	6,467,823	-	-	-
Sales (Public Safety Pension)	-	35,920,200	-	-	-
Use	5,125,000	5,125,000	-	-	-
Property	-	13,517,217	-	-	9,679,644
Payment In Lieu of Taxes	15,922,475	-	-	-	-
Gross Receipts	4,100,000	425,000	-	-	-
Cigarette	670,000	-	-	-	-
Tourism	-	4,769,000	-	-	-
Special Taxing Districts	122,000	1,224,000	-	-	-
	74,867,475	87,719,191	-	18,348,000	9,679,644
LICENSES AND FINES					
Occupational Licenses	4,275,000	-	-	-	-
Permits	2,002,000	500,000	-	-	-
Fines and Forfeitures	692,000	-	-	-	-
Court Costs	228,000	-	-	-	-
	7,197,000	500,000	-	-	-
CHARGES AND FEES					
Charges for Services	812,000	4,086,086	-	-	-
User Fees	-	8,531,299	-	-	269,200
Aviation Fuel Sales	-	-	-	-	-
Sale of Goods	50,000	741,044	-	-	-
Rentals	-	156,500	-	-	-
	862,000	13,514,928	-	-	269,200
INTERGOVERNMENTAL					
Gasoline Taxes	-	4,200,000	-	-	-
State of Missouri	-	2,401,627	-	-	-
Greene County	-	3,670,027	-	-	-
Grants -	-	-	-	-	-
Airport	-	-	-	-	-
Community Development	-	-	3,790,000	-	-
Workforce Development	-	-	5,143,752	-	-
WIC Program	-	-	1,572,547	-	-
Police	-	-	704,073	-	-
Other	-	241,518	3,654,359	-	-
	-	10,513,172	14,864,731	-	-
Interest on Investments	50,000	184,500	-	17,500	14,000
Special Assessment Tax Bills	-	-	-	-	1,008,295
Interest on Tax Bills	-	-	-	-	-
Bond and Loan Proceeds	-	126,000	-	-	-
Reserve	2,049,071	4,251,670	4,949	-	1,040,128
Other Miscellaneous Revenues	523,228	4,330,058	-	2,925,000	331,501
	2,622,299	8,892,228	4,949	2,942,500	2,393,924
REVENUES BEFORE TRANSFERS	85,548,774	121,139,519	14,869,680	21,290,500	12,342,768
TRANSFERS	3,613,733	8,003,028	79,000	491,000	9,926,000
LESS ELIMINATIONS	-	(187,320)	-	(210,000)	(4,138,000)
TRANSFERS FROM OTHER FUNDS	3,613,733	7,815,708	79,000	281,000	5,788,000
TOTAL REVENUES	\$ 89,162,507	\$ 128,955,227	\$ 14,948,680	\$ 21,571,500	\$ 18,130,768

Revenues

Schedule of Actual and Projected Revenues (All Fund Types):

	Enterprise Funds	Internal Service Funds	Proposed 2021-22 Total	Adopted 2020-21 Total	Actual 2019-20 Total
TAXES					
Sales (General)	\$ -	\$ -	\$ 48,928,000	\$ 44,319,500	\$ 46,570,219
Sales (Capital Improvement)	-	-	12,232,000	10,725,000	11,340,067
Sales (Law Enforcement)	-	-	8,608,200	7,650,000	8,193,556
Sales (Transportation)	-	-	6,116,000	5,375,000	5,669,798
Sales (Parks)	-	-	11,662,750	10,616,512	11,412,412
Sales (911)	-	-	6,467,823	6,397,774	5,496,901
Sales (Public Safety Pension)	-	-	35,920,200	32,125,000	34,063,300
Use	-	-	10,250,000	9,150,000	9,737,297
Property	-	-	23,196,862	22,381,481	22,840,840
Payment In Lieu of Taxes	550,000	-	16,472,475	14,669,000	14,769,189
Gross Receipts	-	-	4,525,000	5,082,081	5,338,137
Cigarette	-	-	670,000	600,000	646,120
Tourism	-	-	4,769,000	3,521,590	4,344,464
Special Taxing Districts	-	-	1,346,000	1,707,000	1,417,038
	550,000	-	191,164,310	174,319,938	181,839,336
LICENSES AND FINES					
Occupational Licenses	-	2,500	4,277,500	4,360,500	4,145,368
Permits	199,000	-	2,701,000	2,534,647	2,330,615
Fines and Forfeitures	-	-	692,000	705,000	719,837
Court Costs	-	-	228,000	227,000	487,508
	199,000	2,500	7,898,500	7,827,147	7,683,328
CHARGES AND FEES					
Charges for Services	63,885,400	4,381,795	73,165,280	68,230,405	68,033,447
User Fees	10,945,000	-	19,745,499	19,111,560	20,674,700
Aviation Fuel Sales	4,565,000	-	4,565,000	3,815,000	3,661,235
Sale of Goods	185,600	30,000	1,006,644	980,850	2,420,349
Rentals	6,279,000	-	6,435,500	5,943,750	5,773,508
	85,860,000	4,411,795	104,917,923	98,081,566	100,563,239
INTERGOVERNMENTAL					
Gasoline Taxes	-	-	4,200,000	4,225,000	4,137,392
State of Missouri	-	-	2,401,627	2,125,795	2,166,223
Greene County	-	-	3,670,027	6,907,341	2,410,847
Grants -					-
Airport	3,200,000	-	3,200,000	3,200,000	3,034,576
Community Development	-	-	3,790,000	3,637,000	2,256,188
Workforce Development	-	-	5,143,752	5,220,087	5,680,511
WIC Program	-	-	1,572,547	1,591,240	1,467,437
Police	-	-	704,073	694,128	784,436
Other	30,000	-	3,925,877	4,168,362	1,887,022
	3,230,000	-	28,607,903	31,768,953	23,824,632
Interest on Investments	1,518,500	20,000	1,804,500	2,507,804	4,604,970
Special Assessment Tax Bills	-	-	1,008,295	1,321,659	1,528,350
Interest on Tax Bills	-	-	-	-	72,453
Bond and Loan Proceeds	-	-	126,000	-	19,288,609
Reserve	4,508,900	2,911,024	14,765,741	9,386,433	-
Other Miscellaneous Revenues	324,700	5,000	8,439,487	8,076,784	6,595,906
	6,352,100	2,936,024	26,144,023	21,292,680	32,090,287
REVENUES BEFORE TRANSFERS	96,191,100	7,350,318	358,732,659	333,290,284	346,000,822
TRANSFERS	21,412,036	18,202,676	61,727,473	57,185,933	-
LESS ELIMINATIONS	(21,368,736)	-	(25,904,056)	(23,108,920)	-
TRANSFERS FROM OTHER FUNDS	43,300	18,202,676	35,823,417	34,077,013	35,706,214
TOTAL REVENUES	\$ 96,234,400	\$ 25,552,995	\$ 394,556,076	\$ 367,367,297	\$ 381,707,036

Appropriations

Summary of Expenditures and Appropriations (All Fund Types):

	2019-20 <u>Actual</u>	2020-21 <u>Adopted</u>	2021-22 <u>Proposed</u>
<u>GENERAL FUND</u>			
Building Development Services	\$ 3,556,061	\$ 3,023,780	\$ 4,035,848
City Attorney	2,115,950	2,063,378	2,246,878
City Clerk	510,637	502,327	625,226
City Manager	1,976,719	1,992,131	3,930,196
Finance	6,442,141	5,986,035	6,038,266
Fire	20,963,576	20,018,886	21,478,686
Human Resources	1,684,681	1,856,779	2,000,236
Information Systems	4,644,491	3,862,855	4,314,520
Mayor and City Council	161,119	173,858	177,480
Municipal Court	1,540,386	1,433,318	1,659,091
Planning and Development	2,075,032	2,174,862	2,567,368
Police	30,668,298	28,841,292	30,221,705
Public Information Department	620,328	557,587	628,635
Public Works	9,061,278	8,453,952	9,238,374
TOTAL GENERAL FUND	<u>86,020,697</u>	<u>80,941,039</u>	<u>89,162,507</u>
<u>SPECIAL REVENUE FUNDS</u>			
Art Museum	1,656,405	1,769,470	1,807,002
Community Improvement Districts	1,839,037	2,282,800	1,946,000
Convention and Visitors Bureau	2,942,857	3,168,488	4,591,300
Emergency Communications	5,491,358	6,397,774	6,467,823
Hotel/Motel Tax	1,827,622	1,455,860	3,397,000
Law Enforcement Sales Tax	7,774,524	8,049,440	8,618,200
Level Property Tax	4,679,078	6,379,241	6,243,273
Miscellaneous Special Revenue	1,128,165	2,299,876	2,689,626
Police Special Revenue	1,279,444	2,450,426	2,486,686
Public Health Services	6,491,935	10,350,309	9,161,086
Public Parks	11,278,087	11,434,803	11,744,058
Public Parks City/County Wide Sales Tax	14,948,738	15,845,797	16,874,379
Public Safety Pension Sales Tax	34,063,300	32,125,000	35,920,200
Public Works - Transportation	11,410,707	13,375,000	14,200,000
Road and Bridge Maintenance	1,587,473	2,100,000	2,075,000
Video Service Provider	595,120	655,048	733,594
TOTAL SPECIAL REVENUE FUNDS	<u>108,993,850</u>	<u>120,139,330</u>	<u>128,955,227</u>

Appropriations

Summary of Expenditures and Appropriations (All Fund Types):

	2019-20 <u>Actual</u>	2020-21 <u>Adopted</u>	2021-22 <u>Proposed</u>
<u>GRANT REVENUE FUNDS</u>			
Community Development	\$ 2,810,790	\$ 6,907,751	\$ 6,906,949
Fire Grants	411,234	-	-
Police Grants	836,830	694,128	704,073
Public Health Grants	819,533	650,088	621,359
WIC Program	1,439,937	1,602,519	1,572,547
Workforce Development	5,121,795	5,220,087	5,143,752
TOTAL GRANT REVENUE FUNDS	<u>11,440,119</u>	<u>15,074,572</u>	<u>14,948,680</u>
<u>CAPITAL PROJECTS FUNDS</u>			
Capital Improvements Sales Tax	13,555,110	16,100,000	18,348,000
Public Works/Other Improvements	622,010	4,616,500	3,223,500
TOTAL CAPITAL PROJECTS FUNDS	<u>14,177,120</u>	<u>20,716,500</u>	<u>21,571,500</u>
<u>DEBT SERVICE FUNDS</u>			
General Obligation Bonds	1,902,920	1,321,659	1,008,295
Leasehold Revenue Bonds	6,275,555	7,798,741	9,725,473
Special Obligation Bonds	7,681,012	8,671,500	7,397,000
TOTAL DEBT SERVICE FUNDS	<u>15,859,487</u>	<u>17,791,900</u>	<u>18,130,768</u>
<u>ENTERPRISE FUNDS</u>			
Airport	23,056,367	22,340,920	27,459,400
Clean Water Services	41,460,372	52,828,000	56,000,000
Golf	2,909,502	3,225,000	3,375,000
Solid Waste	9,663,190	8,900,000	9,400,000
TOTAL ENTERPRISE FUNDS	<u>77,089,431</u>	<u>87,293,920</u>	<u>96,234,400</u>
<u>INTERNAL SERVICE FUNDS</u>			
Print Shop	207,488	237,240	244,295
Self-Insurance	20,940,295	21,022,797	21,133,700
Service Center	2,961,543	4,150,000	4,175,000
TOTAL INTERNAL SERVICE FUNDS	<u>24,109,325</u>	<u>25,410,036</u>	<u>25,552,995</u>
TOTAL ALL FUND TYPES	<u><u>\$ 337,690,031</u></u>	<u><u>\$ 367,367,297</u></u>	<u><u>\$ 394,556,076</u></u>

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 05-25-21

Sponsor: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-137

SPECIAL ORDINANCE _____

AN ORDINANCE

1 RELINQUISHING certain sanitary sewer easements located at 3745 South Broadway
2 Avenue in Springfield, Missouri, for the purpose of accommodating new
3 construction at said location.
4 _____
5

6 WHEREAS, an application has been submitted requesting that the City relinquish
7 certain sanitary sewer easements located at 3745 South Broadway Avenue, said request
8 being generally referred to as Relinquishment 912; and
9

10 WHEREAS, the purpose of such request is to facilitate the construction of a new
11 gymnasium and storm shelter at said location, and applicant is to dedicate a replacement
12 easement through a separate instrument; and
13

14 WHEREAS, the Planning and Zoning Commission, at their meeting on May 6, 2021,
15 recommended approval of the relinquishment request; and
16

17 WHEREAS, City Council finds that, provided the conditions set forth in "Exhibit A," of
18 this Ordinance are fully complied with, the relinquishment requested by the applicant is
19 appropriate and thereby desires to relinquish said easement consistent with the provisions of
20 this Ordinance.
21

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

25 Section 1 – City Council hereby relinquishes a certain sanitary sewer easement
26 located at 3745 South Broadway Avenue, said easement being more fully described in the
27 legal descriptions attached hereto as "Exhibit A – Attachment 3," provided that said
28 relinquishment shall not become effective until applicant has fully complied with those
29 conditions set forth in "Exhibit A – Attachment 2," which is attached hereto and incorporated
30 by reference herein.
31

32 Section 2 – The relinquishment contemplated by this Ordinance shall not become
33 effective until the public improvements to the proposed sanitary sewer easement area are

34 completed and said improvements are accepted by the City. If this condition is not completed
35 within one (1) year from City Council's approval, then said approval is null and void, and the
36 sanitary sewer easement requested to be relinquished will remain.
37

38 Section 3 – Upon the Director of Planning and Development certifying in writing to the
39 City Clerk that the approval criteria and conditions contained in "Exhibit A – Attachment 2" to
40 this Ordinance have been fully complied with, this Ordinance shall be in full force and effect.
41 City Council finds that the sections contained in this Ordinance are an integral part of the
42 decision to relinquish said easements and, if for any reason, any section or provision of this
43 Ordinance is found to be null and void, the entire Ordinance shall be considered null and
44 void.
45

46 Passed at Meeting: _____
47

48 _____
49 Mayor
50

51 Attest: _____, City Clerk
52

53 Filed as Ordinance: _____
54

55
56 Approved as to Form: Jill Burris, Assistant City Attorney
57

58
59 Approved for Council Action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021- 137

FILED: 05-25-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To relinquish sanitary sewer easements generally located at 3745 South Broadway Avenue in Springfield, Missouri.

BACKGROUND INFORMATION: RELINQUISH EASEMENT NUMBER 912

The applicant is requesting to relinquish a sanitary sewer easement in order to accommodate construction of a new gymnasium and storm shelter at Horace Mann Elementary School. A replacement sanitary sewer easement is to be dedicated. The Planning & Zoning Commission does not have the authority to approve this request because it contains conditions. Action by City Council is required for this application.

RECOMMENDATIONS: The Planning and Zoning Commission held a public hearing on May 6, 2021, and recommended approval, by a vote of 8 to 0, that this request be forwarded to Council with a recommendation for approval. Commission could not approve the request because of the conditions being set forth.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant is requesting to relinquish a sanitary sewer easement in order to facilitate the development of the property.
2. The Planning and Zoning Commission does not have the authority to approve this request due to conditions being set forth by the applicant. The relinquishment of the easement is contingent upon public improvements being constructed. This request must be forwarded to City Council for approval.
3. No one has objected to this request to date.

CONDITIONS: If approved, the relinquishment of the sanitary sewer easement is not effective until:

1. The applicant completes the public improvements to the proposed sanitary sewer easement area and the construction of those improvements is accepted by the City.

If these conditions are not completed within one (1) year from City Council's approval, then that approval is null, and void and the sanitary sewer easement requested to be

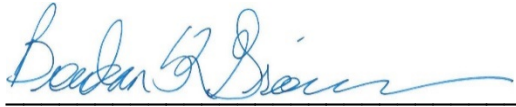
relinquished will remain.

Submitted by:



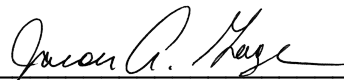
Andrew Menke, Assistant Planner

Recommended by:



Brendan Griesemer, Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Approval Criteria

Attachment 3, Legal Description

Attachment 4, Drawings

Exhibit A

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

MAY 6, 2021
JUNE 14, 2021

CASE: Relinquishment of Easement 912

ACRES: 0.06

LOCATION: 3745 South Broadway Avenue

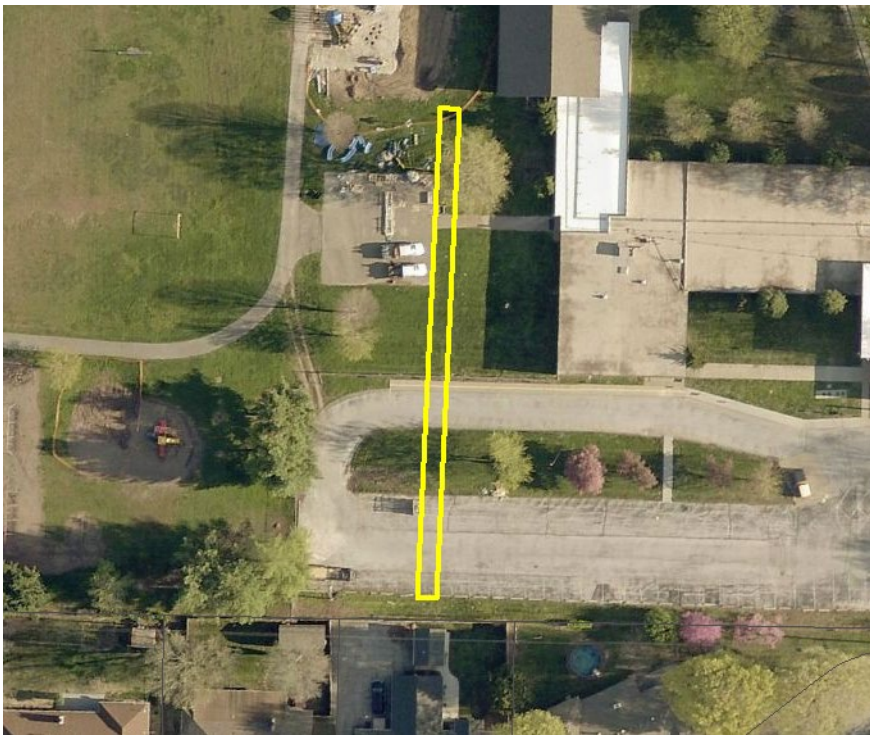
EXISTING LAND: Elementary school

APPLICANT: School District of Springfield, R-12

STAFF: Andrew Menke, Assistant Planner
417-864-1613

STAFF RECOMMENDATIONS:
Approve and forward recommendation to City Council

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



SUMMARY OF REQUEST:

The applicant, School District of Springfield, R-12, is requesting to relinquish a sanitary sewer easement to facilitate the development of their property at Horace Mann Elementary School. A replacement easement is to be dedicated. The relinquishment of the easement is contingent upon the construction of public improvements.

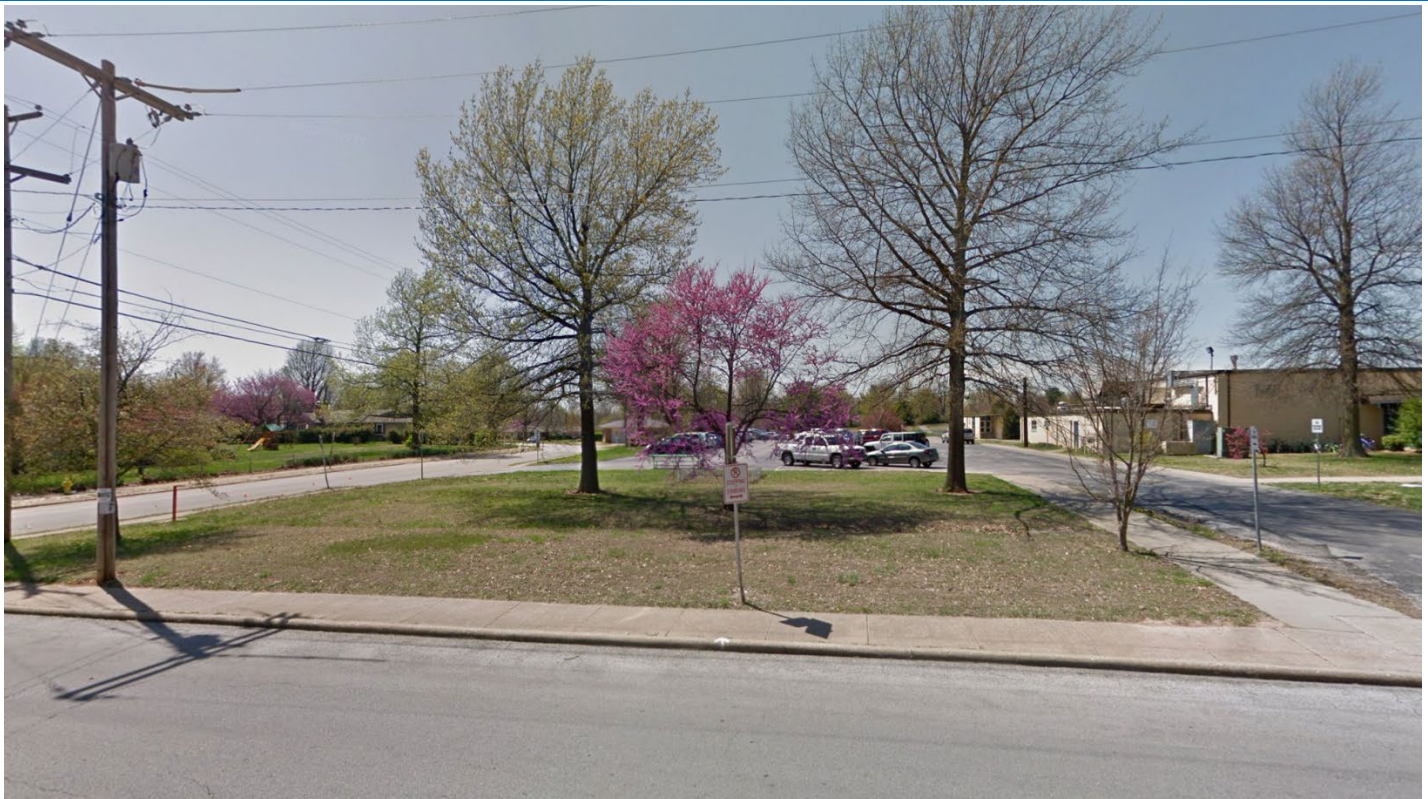
FINDINGS FOR STAFF RECOMMENDATION:

The requested relinquishment meets the approval criteria listed in Table A.

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 98-160. - Relinquishment of public utility easements.

- (a) The planning and zoning commission may authorize the relinquishment of a public utility easement upon determining the following:
- (1) No one has objected to the relinquishment of the easement.
 - (2) The appropriate city agency (public works in the case of sewer easements, and city utilities in the case of electric, gas and water easements) has filed with the department of community development a statement that the easement is no longer needed to provide utility service.
 - (3) The retention of the easement no longer serves any useful public purpose.
- (b) Upon the planning and zoning commission determining that the conditions set forth in subsection (a) of this section have been satisfied, the commission may adopt a resolution authorizing the mayor of the city to quitclaim the city's interest in the public utility easement, which quitclaim deed shall be filed in the county land records. If the conditions set forth in subsection (a) of this section are not satisfied, any person who has filed a request for the relinquishment of the public utility easement can request that the city council consider the matter by filing a notice with the director of community development asking that the city council hear the matter.

STAFF COMMENTS:

1. The applicant is requesting to relinquish a sanitary sewer easement in order to facilitate the development of the property.
2. The Planning and Zoning Commission does not have the authority to approve this request due to conditions being set forth by the applicant. The relinquishment of the easement is contingent upon public improvements being constructed. This request must be forwarded to City Council for approval.
3. No one has objected to this request to date.

CONDITIONS:

A. If approved, the relinquishment of the sanitary sewer easement is not effective until:

1. The applicant completes the public improvements to the proposed sanitary sewer easement area and the construction of those improvements is accepted by the City.

If these conditions are not completed within one (1) year from City Council's approval, then that approval is null, and void and the sanitary sewer easement requested to be relinquished will remain.

ATTACHMENT 1: DEPARTMENT COMMENTS

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to approving the relinquishment once the public improvements have been completed and accepted. The public improvements have not yet been approved and filed but the alignment has been approved.

ATTACHMENT 2: APPROVAL CRITERIA**Table A**

In order to approve a relinquishment of a public easement, the Planning and Zoning Commission must make the following findings.		Staff Response
1.	No one has objected to the relinquishment of the easements.	No one has objected to the relinquishment of the easement.
2.	The appropriate City agency has filed with the Planning and Development Department a statement that the easements are no longer needed to provide service.	All interested City agencies have filed a statement and, with the conditions set forth, do not object to the relinquishment of the subject easement. The applicant is dedicating a replacement easement.
3.	That the retention of the easements no longer serves any useful public purpose.	Once construction of public improvements has been completed, the retention of the subject easement no longer serves a public purpose. The applicant is to dedicate a replacement easement through a separate instrument.

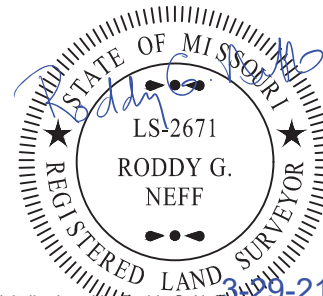
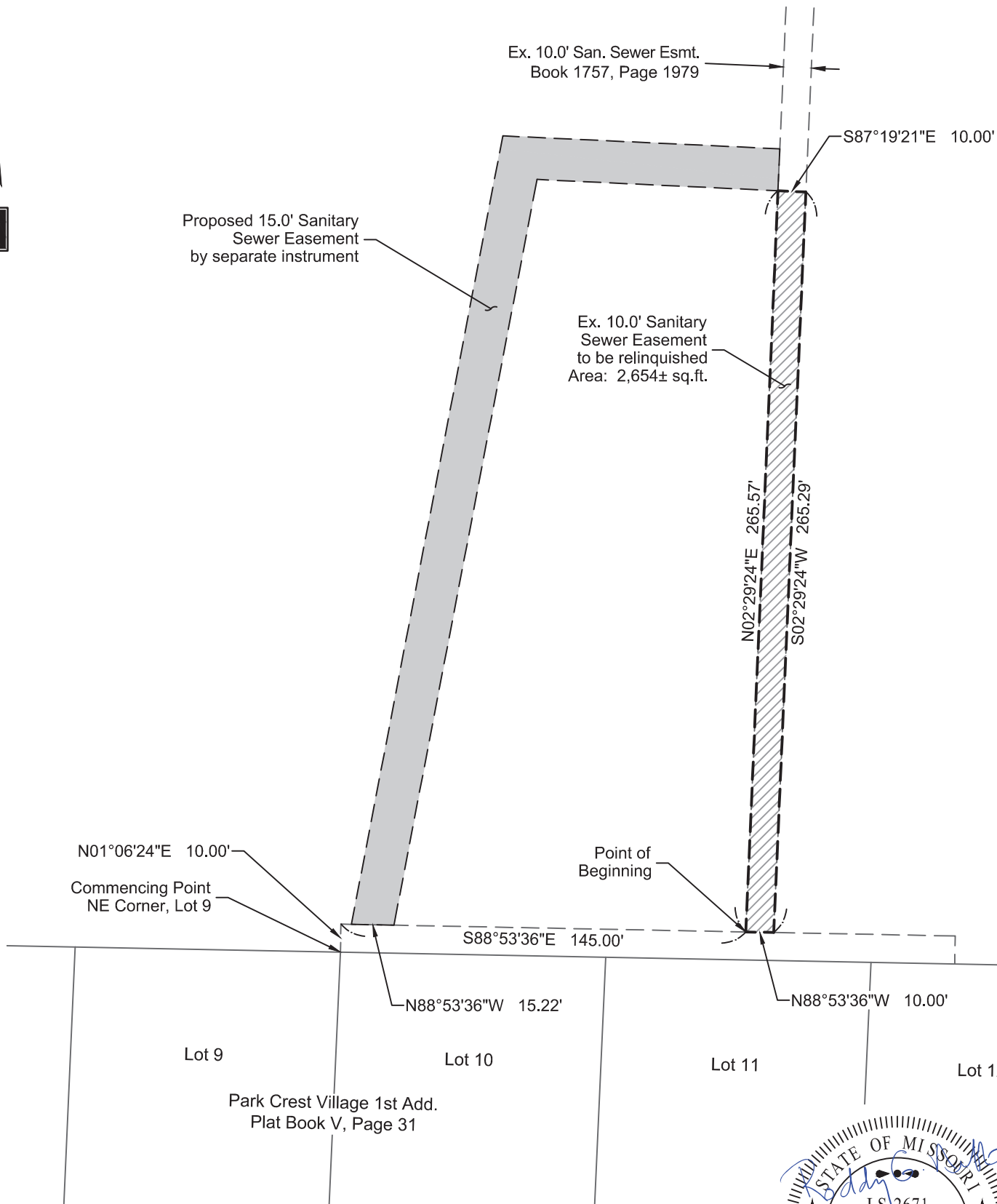
ATTACHMENT 3: LEGAL DESCRIPTION

A 10.0' SANITARY SEWER EASEMENT TO BE RELINQUISHED:

All of that part of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 11, Township 28 North, Range 22 West, in the City of Springfield, Greene County, Missouri, being a part of a sanitary sewer easement recorded in the Greene County Recorder's Office in Book 1757 at Page 1979, and being more particularly described as follows:

COMMENCING at the Northeast corner of Lot 9, of Park Crest Village First Addition, a subdivision recorded in Plat Book V at Page 31; thence N01°06'24"E, along said existing sanitary sewer easement, a distance of 10.00 feet; thence S88°53'36"E, along said existing sanitary sewer easement, a distance of 145.00 feet for a POINT OF BEGINNING; thence N02°29'24"E, along said existing sanitary sewer easement, a distance of 265.57 feet; thence S87°19'21"E, a distance of 10.00 feet; thence S02°29'24"W, along said existing sanitary sewer easement, a distance of 265.29 feet; N88°53'36"W, along said existing sanitary sewer easement, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 2,654 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.



Digitally signed by Roddy G. Neff
Date: 2021.03.29 13:53:21-0500

DWG: C:\Users\carold\Documents\CAD\project_shortcuts\021-01867 Mann ES\SRV\Sheets\V_ESM_RELQ_02101867.dwg
DATE: Mar 29, 2021 12:38pm
XREFS: V_XBNDY_02101867
USER: carold

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

PROJECT NO: 021-01867
DRAWN BY: CDA
DATE: 03.29.21

SANITARY SEWER
EASEMENT RELINQUISHMENT
HORACE MANN ELEMENTARY SCHOOL

olsson

Olsson, Inc. Survey MO
Certificate of Authority #LC366
550 St. Louis Street
Springfield, MO 65806
TEL 417.890.8802 FAX 417.890.8805

EXHIBIT

B

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 05-25-21

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-138

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the Annual Maintenance Contract for Traffic Signals for Fiscal Year
2 2021-2022; accepting the bid of Ewing Signal Construction, LLC, in the
3 amount of \$198,959.50; and authorizing the City Manager to enter into
4 a contract with such bidder for the purpose of maintaining the City's
5 traffic signal infrastructure.
6 _____
7

8 WHEREAS, the City annually bids for the maintenance of traffic signal
9 infrastructure to supplement the City's maintenance responsibilities; and
10

11 WHEREAS, Ewing Signal Construction, LLC, is the lowest responsive and
12 responsible bidder for the proposed Annual Maintenance Contract; and
13

14 WHEREAS, bids for said Contract were solicited by advertisement in *The Daily*
15 *Events* from April 16, through April 20, 2021, and bids were opened on May 11, 2021,
16 with one bid received.
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 approves and accepts the bid of Ewing Signal
22 Construction, LLC, at the price and sum of \$198,959.50, except as said sum may be
23 lawfully increased or decreased by the actual quantities of work units involved.
24

25 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
26 the Annual Maintenance Agreement for Traffic Signals for Fiscal Year 2021-2022 with
27 said bidder, in substantially similar form to the document attached hereto and
28 incorporated herein by this reference as "Exhibit 1," or in a form approved by the City
29 Attorney or her designee, in accordance with the terms of the bid, the plans, and the
30 specifications.
31

32 Section 3 – All workers performing work under the contract attached hereto as
33 "Exhibit 1," shall be paid a wage of no less than the prevailing hourly rate of wages for

work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable. Contractor shall fully comply with the provisions and requirements of the Missouri State Prevailing Wage Law. Contractors and any subcontractor performing work under this contract must provide a 10-hour OSHA construction safety training program, or similar program approved by the Department of Labor, for on-site employees, unless employees demonstrate they previously completed the program.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

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

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

EXPLANATION TO COUNCIL BILL 2021- 138

FILED: 05-25-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the Annual Maintenance Contract for Traffic Signals for Fiscal Year 2021-2022; accepting the bid of Ewing Signal Construction, LLC, in the amount of \$198,959.50; and authorizing the City Manager to enter into a contract with such bidder for the purpose of maintaining the City's traffic signal infrastructure.

BACKGROUND INFORMATION: The City annually bids this work for construction of traffic signal infrastructure including, but not limited to, removal, repair, and installation of cabinets, poles and mast arms, signal heads, detectors, etc., which supplements the Transportation Management Division's maintenance responsibilities. The Agreement ("Exhibit 1"), continues the City's practice, since 1999, of securing on-call contractor support for completing timely repairs and installation of traffic signal infrastructure as needed to maintain the traffic signal system in a safe and effective manner.

Bids were solicited by advertising in *The Daily Events* from April 16, through April 20, 2021. Bids were opened on May 11, 2021, at 10:30 a.m., with one bid received. The bid and Engineer's Estimate amounts are listed below:

<u>Contractor</u>	<u>Bid Amount</u>
Ewing Signal Construction, LLC	\$198,959.50
Engineer's Estimate	\$217,049.50

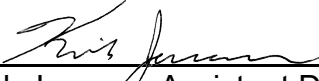
Total contract expenses will be based on unit prices for actual work orders completed on an on-call basis. The bid, if accepted, will be funded from the 1/4-cent Capital Improvement Sales Tax Traffic Signal/Traffic Calming Program and is already budgeted.

Supports the following 2021 City Council Core Priorities:

- Quality of Place
- Economic Vitality
- Public Safety

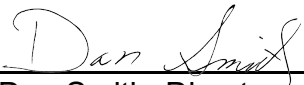
REMARKS: Public Works recommends acceptance of the bid of Ewing Signal Construction, LLC as the lowest responsible bid and passage of this ordinance.

Submitted by:



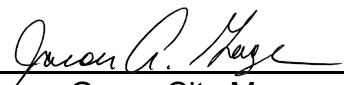
Kirk Juranas, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

EXHIBIT 1

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) 864-1167 FAX: (417) 864-1176 ATTN: TOM DANCEY, P.E., PTOE DEPT.: PUBLIC WORKS-TRANSPORTATION MANAGEMENT		NAME: EWING SIGNAL CONSTRUCTION, LLC ADDRESS: 1730 N. GREGORY NIXA, MO 65714 PHONE: (417) 724-9405 FAX: (417) 724-9929 ATTN: DAVID EWING	

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:

Annual Maintenance Contract for Traffic Signals FY 2022

WHEREAS, the City of Springfield desires to engage the Contractor to construct certain improvements to City property hereinafter described in Invitation For Bid #2728 which Invitation For Bid is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Contractor submitted a bid dated May 11, 2021 which bid is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Contractor has become the lowest and best Bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the City improvements listed in the Notice of Award which Notice of Award is attached hereto and incorporated herein as Exhibit C.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the mutual benefits to be derived here from, it is hereby agreed and understood by and between the parties hereto as follows:

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, and to achieve Substantial Completion within the time schedule established in "Attachment A" in the form of Proposal 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. This contract will remain in effect through June 30, 2022.

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, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the 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.

3. Terms and Conditions: The City of Springfield, Missouri Standard General Conditions for Building Projects, as revised April 2009, with Supplementary Conditions, contained in the Contract Documents per item 18 below.

4. Sales Tax Exemption: The contract price does not include and the City shall not pay any sales or use taxes on the materials used in the project. Pursuant to the provisions of RSMo Section 144.062, the City will provide the Contractor with a Project Exemption Certificate and a Missouri Tax Exemption letter from the City of Springfield to use in purchasing materials on a tax-free basis. It will be the Contractor's responsibility to provide the documentation to any subcontractor. These documents will be used solely for purchase of materials being directly incorporated into or consumed in the construction of the work under this contract.

5. Payment Shall Not Exceed: The City hereby agrees to pay the Contractor for the work done pursuant to this contract according to the payment schedule set forth in the contract Documents upon acceptance of said work by the City and in accordance with the rates and/or amounts stated in the proposal of Contractor dated May 11, 2021, which by reference made a part hereof. 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 Ninety-Eight Nine Hundred Fifty-Nine and 50/100 Dollars (\$198,959.50) 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.

6. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

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

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... \$1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight and 00/100 Dollars (\$2,940,868) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-One Thousand One Hundred Thirty and 00/100 Dollars (\$441,130) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City.

c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight and 00/100 Dollars (\$2,940,868) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-One Thousand One Hundred Thirty and 00/100 Dollars (\$441,130) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. **Builders Risk Insurance** for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price. The policy shall name as insured the Contractor and the City of Springfield.

e. **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.

f. **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.

g. **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.

7. **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 \$198,959.50 (full amount of contract) 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.

8. **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.

9. **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.

10. Liquidated Damages. 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 **Two Hundred Dollars (\$200) per day** for each and every calendar day, or **One Hundred Dollars (\$100) per hour** in the case of Emergency Call Out, 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.

11. Termination. 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.

12. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 11, 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.

13. Termination for Convenience of City. The City shall have the right at anytime 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

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

- a. This Contract with Exhibits
- b. All Change Orders
- c. Notice to Proceed
- d. Addenda to the Bid Documents
- e. General Instructions to Bidders and Special Instructions to Bidders
- f. Special Provisions & Supplementary Conditions
- g. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (07-01-13 Revised Edition) and General Conditions for Building Projects
- h. Bid Documents (Plans and Specifications)
- i. Proposal (including subcontractor list, anti-collusion affidavit, and all other required attachments)
- j. Statement of Bidder's Qualifications
- k. Acknowledgment
- l. Performance Bond
- m. Payment and Material Bond
- n. Instructions to Bidders
- o. Non-collusion Affidavit
- p. Notice to Contractors

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.

20. 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.

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

22. 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.

23. Nondiscrimination. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

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

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

24. 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 R.S.Mo.

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.

25. 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.

26. 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.

27. 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. 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.

28. 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.

29. Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised Statute Sections 34.600 et., seq., A Contractor must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that the contractor is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

30. 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.

31. Waiver. No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

32. 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.

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

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

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

Director of Public Works or Acting Director

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

If Contractor is a Disadvantaged Business Enterprise (DBE), please indicate classification.

Minority Owned ☐ Women Owned ☐ Veteran Owned ☐

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

Attachment "A"

- A. Time allowed for signal maintenance items under this contract shall be computed in the following manner:

When the Engineer determines that a condition exists for work within the scope of this contract, the Engineer shall notify the Contractor in writing of such condition. Said Notice to Proceed may be delivered in person to the Contractor or through the mails. Each item, or group of items, shall be assigned a particular number of calendar days for completion. Days shall begin on the date designated in the Notice to Proceed. The Engineer shall determine the number of days necessary to complete work not specifically addressed in this exhibit, or in combination with items listed below, with the Engineer's decision being final.

- B. "DAY" is herein defined to be any weekday, Monday through Friday.
- C. Liquidated damages, if necessary, shall be computed as designated in Special Provision No. 5.

COMPETITION DAYS FOR SIGNAL MAINTENANCE

REMOVALS

Items 1 – 6, Pull Boxes	5 Days
Items 7 – 13, Bases (includes installation of new base)	7 Days
Items 14 – 16, Concrete Work	Incidental in combination with other work
Items 17 – 18	To be determined by the ENGINEER

INSTALLATION

Item 1 - 2, Concrete for Bases, Controller & Posts	7 Days
Items 3 – 5, Pull Boxes	5 Days
Items 6 – 15, Conduit	To be determined by the ENGINEER
Items 16 – 19, Power	To be determined by the ENGINEER
Item 20, Battery Backup System	Mutually agreed upon by the CONTRACTOR and ENGINEER

Items 21 – 22,	1-6 Loops 7-12 Loops 13 or more loops	5 Days 12 Days 5 additional days for each group of six loops
Items 23 – 34,	Cable	To be determined by the ENGINEER
Items 35 – 37,	Concrete Work	Incidental in combination with other work
Item 38,	Install CU Provided Materials	Incidental in combination with other work
Item 39,	Supply / Install Other Specified Items not Listed	To be determined by the ENGINEER
Item 40,	Emergency Call-Out Response	Mutually agreed upon by the CONTRACTOR and ENGINEER
All other Items		To be determined by the ENGINEER

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 05-25-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-139

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into a Confidentiality and
2 Nondisclosure Agreement with the Cellco Partnership d/b/a Verizon
3 Wireless.
4 _____
5

6 WHEREAS, the City of Springfield, Missouri (the "City") has initiated audits to
7 determine the existence or extent of possible underpayment of the gross receipts license
8 tax by certain telecommunications providers operating within the City (the "Audits"); and
9

10 WHEREAS, the City and Cellco Partnership d/b/a Verizon Wireless ("Verizon"),
11 along with Verizon's affiliates, desire to enter into a confidentiality agreement
12 substantially in the form of "Exhibit 1" attached hereto ("Verizon Confidentiality
13 Agreement"), and City Council finds it in the best interests of the City to enter into such
14 agreement since it balances the company's claim that certain information is proprietary
15 with the City's obligations under the Sunshine Law; and
16

17 WHEREAS, in order to proceed with the Audits efficiently, the City may need to
18 enter into additional confidentiality agreements with other persons or entities subject to
19 the City's gross receipts license tax, and City Council finds it in the best interests of the
20 City to enter into such agreements if they are in a form substantially the same as
21 "Exhibit 1."
22

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

26 Section 1 – City Council hereby authorizes the City Manager, or designee, to
27 execute on behalf of the City the Verizon Confidentiality Agreement, substantially in the
28 form attached hereto and incorporated herein by reference as "Exhibit 1," and City
29 Council hereby further authorizes the City Manager, or designee, to execute on behalf
30 of the City confidentiality agreements substantially in the form of "Exhibit 1" with other
31 persons or entities subject to the City's gross receipts license tax as may be needed
32 during the Audits.
33

34 Section 2 – The City Council hereby authorizes the City Manager, the City
35 Attorney, and Special Legal Counsel providing advice on the Audits to take all such
36 further action as may be necessary to carry out the intent of this Ordinance and the
37 Audits.

38
39 Section 3 – The recitals contained above are incorporated in this Ordinance as if
40 fully set forth herein.

41
42 Section 4 – This Ordinance shall be in full force and effect from and after
43 passage.

44
45 Passed at meeting: _____

46
47 _____
48 Mayor

49
50 Attest: _____, City Clerk

51
52 Filed as Ordinance: _____

53
54
55 Approved as to form: Rhonda Lewsader, City Attorney

56
57
58 Approved for Council Action: Jason C. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021- 139

FILED: 05-25-21

ORIGINATING DEPARTMENT: Law

PURPOSE: To authorize the City Manager, or designee, to enter into a Confidentiality and Nondisclosure Agreement with the Cellco Partnership d/b/a Verizon Wireless.

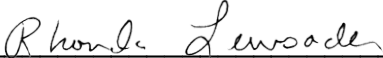
BACKGROUND INFORMATION: The City has initiated audits to determine the existence or extent of possible underpayment of the gross receipts license tax by certain telecommunications providers operating within the City (the "Audits").

Cellco Partnership d/b/a Verizon Wireless ("Verizon"), along with Verizon's affiliates, desire to enter into a confidentiality agreement substantially in the form of "Exhibit 1" attached hereto ("Agreement"). Verizon considers the revenue data requested by the City's special legal counsel in connection with the Audits to be proprietary and confidential and is willing to provide the data only if the City agrees to preserve the confidentiality of the requested information in accordance with, and to the extent permitted by, Missouri law. The Agreement does not prohibit the City from complying with Sunshine Law requirements, but requires the City to provide notice to Verizon of any Sunshine Law requests and reasonably cooperate with Verizon if Verizon attempts to protect proprietary and confidential information.

The special legal counsel handling the Audits recommends approval of this Council bill.

Submitted by:

Approved by:


Rhonda Lewsader, City Attorney

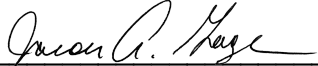

Jason Gage, City Manager

Exhibit 1

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT ("Agreement") is made by and among the City of Springfield, Missouri (the "City"), and Cellco Partnership d/b/a Verizon Wireless ("Cellco"), on behalf of itself and its Affiliates, as defined below (collectively, "Verizon").

WHEREAS, the City imposes a License Tax, as such term is defined in a Tolling Agreement that is currently in effect;

WHEREAS, Verizon operates a wireless telecommunications business and is subject to the City's License Tax;

WHEREAS, the City desires to verify by audit the accuracy of Verizon's compliance with the City's License Tax (such audit, the "Audit") pursuant to authority provided by law;

WHEREAS, in connection with the Audit, the City has requested certain revenue data from Verizon (together with such other information with respect to the Audit as may later be either requested by the City, or provided by Verizon to the City, the "Requested Information");

WHEREAS, because the Requested Information includes information that is considered by Verizon to be proprietary and confidential, the disclosure of which to other parties would, in Verizon's view, cause financial and commercial harm to Verizon, Verizon is willing to provide the Requested Information only if the City agrees to preserve the confidentiality of the Requested Information in accordance with, and to the extent permitted by, Missouri law;

WHEREAS, Cellco is entering into this Agreement on its own behalf and on behalf of certain of its commonly controlled affiliated entities, namely, Alltel Corporation (on its own behalf and as successor by merger to Alltel Communications, LLC), Missouri 4 RSA Limited Partnership, and St. Joseph CellTelCo (collectively, the "Affiliates");

WHEREAS, after being provided by Verizon to the City, some or all of the Requested Information may be subject to disclosure as a "public record" pursuant to §§ 610.010 RSMo. *et seq.* ("Sunshine Law") and,

WHEREAS, the City is willing to (a) treat the Requested Information, once it has been labeled and transmitted as provided for below, as confidential except in response to Sunshine Law requests the City may receive, and (b) with respect to Sunshine Law requests, cooperate with Cellco to provide an adequate opportunity for judicial determination of the confidentiality of the Requested Information, all on the terms provided in this Agreement, to the extent permitted by law;

NOW, THEREFORE, in consideration of the foregoing, and intending to be legally bound, the City and Verizon (collectively, the "Parties," and each individually, a "Party") agree as follows:

1. Any revenue data, or other proprietary information related thereto, provided by Verizon to City that is clearly labeled as confidential and transmitted by correspondence citing the existence and applicability of this Agreement shall be considered to be Requested Information. Verizon agrees it shall label as confidential and utilize this process only for information that contains revenue data, or other proprietary information related thereto, not otherwise released or made available to the public. The Parties agree they will each promptly confer about and attempt to resolve by mutual agreement any dispute regarding whether information so labeled and transmitted should qualify for treatment as Requested Information pursuant to this Agreement. The City will use reasonable efforts to maintain the Requested Information in confidence and not disclose to any person, except as expressly authorized in this Agreement, any of the Requested Information that is provided by Verizon to the City in the course of the Audit. The City's obligations shall apply whether it receives Requested Information directly from Verizon or from a cooperating city as provided for below.

2. The City will use reasonable efforts to limit access to the Requested Information to (i) persons employed by the City or that are directly engaged in the performance or supervision of the Audit, (ii) duly licensed attorneys or duly licensed certified public accountants retained by the City for the purpose of assisting the City with the performance of the Audit, (iii) any other city cooperating with the City to conduct a similar audit of that other city's license taxes, provided that such other city has also executed an agreement with Verizon containing terms similar to this Agreement, (iv) court filings related to the License Tax or this Agreement, provided the City communicates with Verizon in advance of such a filing and uses reasonable efforts to make such filing subject to a protective order containing terms similar to this Agreement, and (v) the Missouri Attorney General's Office if the City seeks a determination from such office of whether the information may be treated as a closed record under the Sunshine Law, but in such event, City agrees to provide only a sample of the Requested Information unless the Attorney General's Office requires additional disclosures, in which case City shall be authorized to provide such additional disclosures. The City shall ensure that each such employee, attorney, and accountant is aware of the obligations of the City under this Agreement, and the City shall direct such employees, attorneys, and accountants to avoid any disclosures of information inconsistent with such obligations.

3. The City will use the Requested Information solely for the purposes of (i) completing the Audit and (ii) pursuing any claims against Verizon that arise from the Audit with respect to Verizon's compliance with the City's License Tax.

4. The City agrees that Verizon may enforce this Agreement by equitable remedies, including restraining order and injunction.

5. If the City determines that the results of the Audit would support a claim against Verizon, then the City agrees to communicate and work with Verizon in good faith to attempt to reasonably protect and maintain the confidentiality of the Requested Information as provided by this Agreement in the pursuit of such claim, including, without limiting the generality of the foregoing, cooperating with Verizon in its applications for entry of appropriate confidentiality orders. The City agrees that Verizon's provision of Requested Information shall not be construed

as an admission by Verizon that any claim by the City against Verizon that may result from the Audit is authorized or permitted under applicable law.

6. If the City receives any request or demand to provide Requested Information to any person, regardless of whether such request or demand is specifically styled as a request under the Sunshine Law, or any agent of City in possession of any of the Requested Information receives any other request or demand to provide Requested Information to any court, government agency, or other person pursuant to a written court order, subpoena, regulatory demand, or process of law, the City, or other party receiving such request or demand (except as prohibited by law, regulation or court order), shall provide Verizon with prompt written notice of such request or demand and reasonably cooperate with Verizon if Verizon should determine to block, or to seek reasonable protective arrangements for, the production of such Requested Information. If Verizon does not take prompt action to attempt to block, or to seek reasonable protective arrangements for, the production of such Requested Information after being notified of such request or demand, then the City may exercise its discretion to either assert closed record protections for such Requested Information pursuant to the Sunshine Law or produce any portion thereof the City determines to be responsive to the request or demand. If the City is ordered to produce such Requested Information by a court, or state or federal regulatory body, of competent jurisdiction, then City's compliance with such order shall not be deemed to be a breach of this Agreement. As permitted by law, the City will (i) take reasonable steps to limit any such provision of Requested Information to the specific Requested Information required to comply with such request, demand, or order, and (ii) continue to otherwise protect all Requested Information disclosed in response to such request or demand. Except for such required disclosure, or unless the Missouri Attorney General's Office or a court of competent jurisdiction determines the Requested Information is an open record under the Sunshine Law, the Requested Information shall remain subject to the terms of this Agreement. The City shall not actively encourage any person to make a request or demand to provide Requested Information pursuant to the Sunshine Law or otherwise. Verizon acknowledges that the process for approval of this Agreement may be done publicly, and that this Agreement will be an open record under the Sunshine Law, so approval or other disclosure of this Agreement shall not be construed to constitute encouragement of requests or demands for Requested Information.

7. The rights and obligations of the Parties created by this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflicts of law. Notwithstanding any other provision of this Agreement, no actions taken by City that are required by the Sunshine Law shall be construed to be a breach of this Agreement, and this Agreement shall not be construed to waive City's sovereign immunity. Nothing in this Agreement shall be deemed to authorize an action for damages against the City or any of its agents or employees or officers, but this limitation shall not preclude judicial enforcement in equity if otherwise so available.

8. This Agreement may not be amended, modified, or supplemented, except in writing duly executed and delivered by all Parties to this Agreement.

9. This Agreement constitutes the full and complete agreement of the Parties concerning the subject matter of the Agreement, and there are no covenants, conditions, or terms other than those expressly set forth in this Agreement

10. Any and all notices under this Agreement shall be in writing, and shall be addressed and provided to the Parties by email and physical delivery to the following persons:

To a City Party: Mayor
City of Springfield, Missouri
840 Boonville Avenue
Springfield MO 65802

With a copy to: Cunningham Vogel & Rost, P.C.
333. S. Kirkwood Rd., Suite 300
St. Louis MO 63122
greg@municipalfirm.com
maggie@municipalfirm.com
Special Legal Counsel
City of Springfield, Missouri

To Verizon: Verizon
One Verizon Way, VC54
Attention: Managing Associate General Counsel - Tax
Basking Ridge NJ 07920
Doug.Reeves@verizon.com
Leigh.Schachter@verizon.com

11. The individual signatories hereto represent and warrant they are authorized to execute this Agreement on behalf of, respectively, the City and Verizon. This Agreement shall be binding upon and inure to the benefit of the City, Verizon, and their respective affiliates, successors, and assigns.

12. This Agreement shall be effective on the date of the last signature below.

13. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all such counterparts shall be considered to constitute one Agreement. The exchange of copies of this Agreement and/or signature pages electronically or by physical delivery of hard copy shall constitute effective execution and delivery of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date below written.

CITY OF SPRINGFIELD, MISSOURI

By:_____

Name:_____

Title:_____

Date:_____

**CELLCO PARTNERSHIP
d/b/a Verizon Wireless**

By:_____

Name:_____

Title:_____

Date:_____

One-rdg. _____
P. Hmgs. _____
Pgs. 8
Filed: 05-25-21

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-140

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an
2 Intergovernmental Agreement with Greene County, Missouri, for
3 housing of Springfield Municipal prisoners.
4 _____
5

6 WHEREAS, the City of Springfield, Missouri ("City") and Greene County,
7 Missouri, ("County") have an existing agreement that provides for the housing of up to
8 Forty-Eight (48) Municipal Prisoners in the Greene County Jail; and
9

10 WHEREAS, the City currently has no facility to house Municipal Prisoners in the
11 event the limit is reached under the existing agreement; and
12

13 WHEREAS, the proposed agreement would allow for the housing of additional
14 Municipal Prisoners in the Greene County Jail in the event the prisoner limit in the
15 existing agreement is met; and
16

17 WHEREAS, the proposed agreement is not intended to replace or modify the
18 existing agreement, but rather to allow for the housing of Municipal prisoners in excess
19 of the limit contained within the existing agreement.
20

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

24 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
25 an Intergovernmental Agreement with Greene County, Missouri; said agreement to be
26 in substantially the form as the document attached hereto and incorporated herein by
27 reference as "Exhibit A."
28

29 Section 2 – This Ordinance shall be in full force and effect from and after
30 passage.
31

32 Passed at meeting: _____
33

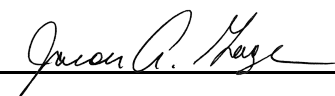
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021- 140

FILED: 05-25-21

ORIGINATING DEPARTMENT: Police

PURPOSE: To authorize the City Manager, or his designee, to enter into an Intergovernmental Agreement with Greene County, Missouri, for housing of Springfield Municipal prisoners.

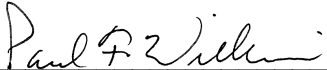
BACKGROUND INFORMATION: Based on the terms of a past settlement agreement, Greene County currently houses up to forty-eight (48) City of Springfield Municipal Prisoners in the Greene County Jail. The City is not charged on a per-prisoner basis for those 48 inmates. The purpose of this agreement is to allow the City to house additional prisoners in the Greene County Jail in excess of the current 48 Municipal Prisoners limit.

Under this agreement, should the City exceed 48 inmates in the Greene County Jail, additional inmates may continue to be housed at a rate of Forty-Five Dollars (\$45.00) per prisoner per day. The City is also responsible for the cost of any medical care required for Springfield Municipal Prisoners, as is already true for the 48 inmates covered by the prior agreement.

COMMENTS: The purpose of this agreement is not to modify any currently existing agreement with Greene County related to the housing of Municipal Prisoners. This agreement is to allow for the City to house additional inmates beyond the current limit of 48 inmates.

Submitted by:

Approved by:



Paul F. Williams, Chief of Police



Jason Gage, City Manager

INTERGOVERNMENTAL AGREEMENT REGARDING THE HOUSING OF SPRINGFIELD MUNICIPAL INMATES

This Agreement is made and entered into this ____ day of _____, 2021 ("Effective Date") between the County of Greene, Missouri and its Sheriff, Jim Arnott (hereinafter "Greene County"), and the City of Springfield (hereafter "Springfield"), each of them being a body politic and corporate, who hereby enter into this Intergovernmental Agreement pursuant to §70.220, RSMo., the purpose of which is to set forth the understanding between Greene County and Springfield regarding housing of Springfield's municipal inmates ("Inmates") under the direction of Greene County Sheriff Arnott.

Now, therefore, it is agreed as follows:

1. **Services Provided:** Greene County shall provide detention services at their jail facilities in Springfield, MO, including shelter and other usual detention services for low to medium custody level Inmates.
2. **Booking Process:** Greene County shall provide processing and booking of Inmates consistent with the manner of other similarly situated inmates. Springfield will provide information reasonably necessary for Inmate processing, such as regarding warrants, commitments, judgments, and sentences. Springfield will provide evidence of satisfaction of a "fit for confinement" examination in accordance with §221.040 RSMo. when deemed necessary by Sheriff Arnott or his agents or assigns.
3. **Transportation of Inmates:** Springfield shall provide Inmate transportation to and from jail for court appearances, mental evaluations, and medical screening or treatment.
4. **Cost:** In the event Springfield exceeds 48 Inmates, Springfield shall pay Greene County a daily per diem rate, of Forty-five dollars and no/100 (\$45.00). This will begin 24 hours after the limit of 48 inmates is surpassed. This bill will be payable monthly within thirty (30) days of receipt of a monthly invoice for same. This per diem rate is subject to change by Greene County upon providing Springfield, with no less than thirty (30) days, written notice of such change.
5. **Medical Care:**
 - a. **Care and Access to Care:** Greene County shall have a qualified medical physician on call to respond to the jail for purposes of assessing and providing care to Inmates. Greene County may charge Inmates for providing medical services consistent with §221.120, RSMo. or other applicable law. Greene County shall not be responsible for providing elective care. "Elective care" is care which, if not provided, would not, in the opinion of a physician, cause the Inmate's health to deteriorate, or cause harm to the Inmate's well-being. Inmates may be provided with elective care or access to such at the discretion of the Jail Physician and consistent with scheduling and security concerns, and in such event then Greene County may charge Inmates for services consistent with §221.120, RSMo. or other applicable law.
 - b. **Serious Medical Conditions:** Greene County shall not require prepayment before arranging to transport or provide care to Inmates with serious medical needs for care and shall provide such, but may charge Inmates for services consistent with §221.120, RSMo. or other applicable law. A "serious medical need" is one that has been

diagnosed by a physician as requiring treatment or one that is so obvious that even a lay person would easily recognize the need for a doctor's attention. In the event that providing care to an Inmate for a serious medical need is beyond the ability of medical professionals or staff at the jail, then Greene County shall promptly transport the Inmate to an outside emergency or urgent care provider for treatment or contemporaneous referral and treatment. In the event that such outside provider clears the Inmate for return to jail, and/or otherwise indicates that treatment is not required within any particular timeframe, and/or where there is no contemporaneous need for treatment, then the Inmate may be returned to jail and any outstanding medical complaints handled in the same manner as described in paragraph (a) above.

- c. **Outside Provider Transport and Costs:** In the event an Inmate is transported to or treated by an outside medical provider, then Springfield shall provide an officer to accompany the Inmate during transport and at the treatment facility. Special expenses for the labor to transport Inmates to an outside provider, or to guard Inmates at an outside provider, if incurred by Greene County may be charged to Springfield in addition to the daily per diem rate and will be itemized separately. In the event that an outside provider determines an Inmate has a serious medical need for care as defined herein or by applicable law, and yet notwithstanding such determination refuses to provide required treatment without prepayment, and if the Inmate is indigent and otherwise unable to make payment arrangements with the outside provider, then Springfield shall be responsible for making such payment arrangements with the provider in order to procure the required treatment. This shall not preclude Greene County from being able to make such arrangements, and if payment is made by Greene County then Springfield shall reimburse Greene County for the amount paid. In the event that Springfield and/or Greene County make payment to procure required treatment, then each will cooperate with the other to the extent reasonably necessary in order to obtain reimbursement from the Inmate, consistent with §221.120, RSMo. or other applicable law. As between Springfield and Greene County, Springfield agrees that the cost of medical services for any Inmate will be the responsibility of Springfield.
6. **No Third Party Beneficiary Enforcement:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Greene County and Springfield, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person or entity. Any person or entity other than the parties who receives services or benefits as a result of this Agreement shall be construed as an incidental beneficiary only.
7. **Entitlements:** This Agreement is not intended to create any right, liberty interest, or entitlement in favor of any Inmate. The Agreement is intended only to set forth the contractual rights and responsibilities of the parties hereto.
8. **Term:** This Agreement shall be in full force and effect for a period of one (1) year from the date of this Agreement and will automatically renew for four (4) successive one (1) year periods unless a party notifies the other of its intent not to renew at least thirty (30) days prior to the

end of the current term. Irrespective thereof, either party may terminate this Agreement at any time upon giving thirty (30) days written notice.

9. **Services for Inmates:** Inmates shall have equal access as other similarly situated inmates to telephone and commissary services, reading materials, scheduled visits, religious services, recreation activities, and programs.
10. **Agreement:** This Agreement represents the entire agreement between the parties hereto. All prior representations, agreements and understandings are superseded hereby.
11. **Amendment:** This Agreement may be amended, modified or supplemented only by a written instrument signed by the parties.
12. **Notices:** All notices provided under this Agreement shall be in writing and shall be served by mailing, hand-delivery or facsimile transmission as follows:

If to Greene County:

Greene County Sheriff's Office
1010 North Boonville Avenue
Springfield, MO 65802
Phone: 417-829-6286

If to Springfield:

13. **Independent Contractor Status:** Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.
14. **In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the rights or defenses of either party, or their respective elected officials, employees, agents, attorneys, successors, and assigns, with regard to applicable sovereign, governmental or immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws, including those applicable to public entities or public officers.**
15. Nothing in this agreement is intended to modify or supersede the terms of the Consent Decree entered in Case No. 1531-CC00863 or the exhibits thereto. The terms of said Consent Decree and exhibits shall remain in full force and effect, and this Agreement does not alter the rights, obligations, or remedies of the City or County under said Consent Decree, including any exhibits thereto.
16. **Assignment:** This Agreement shall be binding upon all parties hereto. The parties' rights and obligations under this Agreement may be assigned only upon the written consent of the other party, which consent shall not be unreasonably withheld.
17. **Law and Venue:** This Agreement shall be construed in accordance with and governed by 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.

18. **Counterparts:** This Agreement may be signed in one or more counterparts, each of which shall constitute an original, but all of which together shall be one and the same document. For purposes of execution, this Agreement may be signed and transmitted electronically and such shall be treated as an original document.

Greene County Sheriff

Springfield Chief

Sheriff Jim Arnott

Chief Paul Williams

Date

Date

APPROVED AS TO FORM

Damon Phillips
Sheriffs Legal Counsel

John Housley
Greene County Legal Counsel

ATTEST: I, Shane Schoeller, am the duly appointed and acting County Clerk of Greene County, Missouri, and in that capacity, do hereby attest on this _____ day of _____, 2021, that the above agreement was executed by Commissioners Bob Dixon, Harold Bengsch and John Russell, pursuant to a duly passed motion of the Greene County Commission approving the agreement.

Shane Schoeller, Greene County Clerk

ATTEST: I, Cindy Stein, am the duly appointed and acting Auditor for Greene County, Missouri, and in that capacity, do hereby certify on this _____ day of _____, 2021, that there is an unencumbered balance to the credit of the appropriation which is to be charged for the County's share of the costs described in this Agreement and an unencumbered cash balance in the County treasury to the credit of the fund from which the County's financial obligation described in this agreement shall be paid sufficient to meet the County's obligations under this agreement.

Cindy Stein, Greene County Auditor

Greene County Commission

Bob Dixon

John Russell

Rusty MacLachlan

Springfield City Manager

Jason Gage

One-rdg. _____
P. Hmgs. _____
Pgs. 8
Filed: 05-25-21

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-141

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an
2 Intergovernmental Agreement for Mutual Aid, Police Services,
3 Emergency Aid and Disaster Services with Greene County,
4 Missouri, to allow cooperation between the Springfield Police
5 Department and the Greene County Sheriff's Department for
6 emergency response in their respective jurisdictions.
7 _____
8

9 WHEREAS, Section 70.820 RSMo. allows a law enforcement officer to respond
10 to an emergency situation outside the boundaries of the political subdivision from which
11 such peace officer's authority is derived provided that each political subdivision has first
12 entered into a mutual aid agreement; and
13

14 WHEREAS, the City of Springfield and the Greene County Sheriff's Department
15 have a history of cooperation and recognize that there may be situations that will require
16 each agency to assist the other in response to an emergency; and
17

18 WHEREAS, both law enforcement agencies desire to enter into a
19 Intergovernmental Agreement for Mutual Aid, Police Services, Emergency Aid and
20 Disaster Services ("Agreement") for the purpose of providing emergency responses
21 outside of their respective jurisdictions in aid of each other.
22

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

26 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
27 an Agreement with Greene County, Missouri; said agreement to be in substantially the
28 form as the document attached hereto and incorporated herein by reference as "Exhibit
29 A."
30

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

34 Passed at meeting: _____

35

36

37

Mayor

38

39 Attest: _____, City Clerk

40

41 Filed as Ordinance: _____

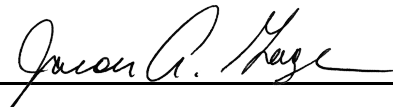
42

43

44 Approved as to form: , Assistant City Attorney

45

46

47 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 141

FILED: 05-25-21

ORIGINATING DEPARTMENT: Police

PURPOSE: To authorize the City Manager, or his designee, to enter into a mutual aid agreement with Greene County, Missouri, to allow cooperation between the Springfield Police Department and the Greene County Sheriff's Department for emergency response in their respective jurisdictions.

BACKGROUND INFORMATION: The Springfield Police Department and the Greene County Sheriff's Department have a history of working cooperatively as neighboring agencies. Both agencies recognize that there may be times where an emergency situation creates a need for outside assistance. In the event of such an emergency, a pre-existing mutual aid agreement ensures clear understanding of the rights and responsibilities of each agency to allow for a rapid and effective response.

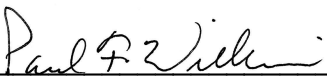
Section 70.820 RSMo. gives law enforcement officers the authority to respond to an emergency situation outside of the boundaries of the political subdivision from which that officer's authority is derived, provided that the involved political subdivisions first authorize such action by ordinance. Pursuant to this statute, the City and Greene County may enter into a mutual aid agreement to assist each other in response to an emergency.

The proposed mutual aid agreement allows the Springfield Police Department and Greene County Sheriff's Department to request and render aid to and from each other in the event of an emergency. Each party may provide aid only to the extent of available equipment and personnel to provide adequate law enforcement services within their own jurisdiction while also providing the requested aid. The agency providing aid will maintain command authority over its own officers at all times.

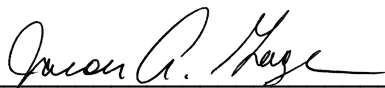
COMMENTS: The City and Greene County have utilized mutual aid agreements in the past, however the most recently adopted version has now expired, requiring adoption of a new agreement to ensure future capability to render mutual aid.

Submitted by:

Approved by:



Paul F. Williams, Chief of Police



Jason Gage, City Manager

Exhibit A

INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID, POLICE SERVICES, EMERGENCY AID AND DISASTER SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is entered to facilitate aid from law enforcement or peace officers as defined by the statutes referenced herein (“officers”) employed by the Sheriff of Greene County, Missouri (“GCSO”) and the City of Springfield, Missouri through its Police Department (“City”).

WHEREAS, it is recognized that in certain situations the use of officers outside the territorial limits of the jurisdiction where such are employed may be desirable and necessary in order to preserve and protect the health, safety and welfare of the public; and

WHEREAS, Section 70.220, RSMo. authorizes cooperative action between municipalities and political subdivisions, or with an elective or appointed official thereof, for a common service; and

WHEREAS, Section 70.815, RSMo. authorizes the governing body of any political subdivision, by ordinance, order or other ruling, to enter into agreement, the scope of which may be general, with any other political subdivision, for the provision of police services by one political to another on request, without compensation, and that all officers providing police services in another jurisdiction pursuant to such an agreement shall have the same powers of arrest as officers of the requesting political subdivision, and shall have the same immunity as if acting within their own jurisdiction; and

WHEREAS, Section 70.820, RSMo. authorizes officers to respond to emergency situations outside the boundaries of the political subdivision from which such peace officer’s authority is derived pursuant to enabling ordinance, order or other ruling by the governing body of the political subdivision from which the officer derives such officers’ authority and by the governing body of the political subdivision in which the emergency situation is alleged to be occurring; and

WHEREAS, Section 70.820, RSMo. additionally authorizes that an officer may arrest at any place within the state any person the officer sees asserting physical force or using forcible compulsion for the purpose of causing or creating a substantial risk of death or serious physical injury to any person or any person the officer sees committing a dangerous felony as defined in Section 556.061, RSMo. and that any such action shall be deemed to be within the scope of the officer’s employment; and

WHEREAS, Section 70.837, RSMo. provides that county sheriffs and political subdivision police departments may provide assistance to one another in the state at the time of a significant emergency such as a fire, earthquake, flood, tornado, hazardous material incident or other such disaster, and

WHEREAS, it is in the public interest to enter into a cooperative agreement for the purpose of providing mutual aid, police services, emergency aid and disaster services outside the jurisdictional boundaries of the City of Springfield and within Greene County, Missouri;

THEREFORE, IT IS AGREED AS FOLLOWS:

DEFINITION OF TERMS:

These terms shall have the following meanings when used in this Agreement:

1. "Emergency Situation" means any situation in which an officer has a reasonable belief that a crime is about to be committed, is being committed, or has been committed involving injury or threat or injury to any person, property, or governmental interest and the officer's response is reasonably necessary to prevent or end such emergency situation or mitigate the likelihood of injury involved in such emergency situation. This also includes situations in which the officer is engaged in in fresh or hot pursuit as authorized by law, including Section 544.157, RSMo.
2. "Chief law enforcement officer" means the Sheriff of Greene County, Missouri or the Chief of Police for the City of Springfield, Missouri.
3. "Officer" means a Missouri law enforcement officer licensed as required by the Peace Officer Standards and Training (POST) Commission pursuant to Chapter 590 and/or as defined by § 556.061, RSMo. under the command of a chief law enforcement officer.
4. "Aid" means a response by an officer as authorized by their chief law enforcement officer to a request for mutual aid, police services, emergency situation, or disaster services.
5. "Disaster" means a fire, earthquake, flood, tornado, hazardous material incident or other natural or man-made emergency.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Each chief law enforcement officer as defined in this Agreement, or the officer commanding in their absence, or at their direction, is authorized to render and request mutual aid, police services, emergency situation and disaster services, collectively described herein as "aid," to the other chief law enforcement officer as defined in this Agreement, to the extent of available personnel and equipment not required for adequate protection of the party rendering aid. The judgment of the rendering party as to such availability shall be final.
2. Consistent with this Agreement, officers of the GCSO as directed by their chief law enforcement officer may respond or provide aid within the jurisdictional boundaries of the City.
3. Consistent with this Agreement, officers of the City as directed by their chief of law enforcement officer may respond or provide aid within the jurisdictional boundaries of Greene County, Missouri.
3. Officers used to render aid shall continue to follow their own command structure but shall coordinate with the party being aided and render aid to the extent authorized by both chief law enforcement officers.

4. Officers who render aid authorized by this Agreement shall have the same powers, authority, and protections, that they would have acting within their own territorial limits, and the same powers, authority, and protections provided to officers of the party requesting aid.

5. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses with regard to applicable sovereign, governmental, official, or any individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws. The procurement and maintenance of insurance shall not be construed as waiving any such defense otherwise available.

6. A chief law enforcement officer shall endeavor to request aid no fewer than thirty (30) days prior to the date on which aid is desired, and if this is not practicable due to the nature of the need for aid, then at least within a reasonable amount of time prior to the date for which aid is requested.

7. A request that is capable of being made at least five (5) days prior to the date for which aid is desired, shall be in writing, directed to the chief law enforcement officer from whom aid is sought.

8. In the event the event a request is not capable of being made at least five (5) days prior to the date for which aid is desired, such as where the request is based on an emergency situation or disaster, then the request may be conveyed verbally.

9. In the event a request is not capable of being made at least five (5) days prior to the date for which aid is desired, including requests that were conveyed verbally, then the chief law enforcement officer who requested aid shall make a written statement of the aid that was requested, and submit this to the chief law enforcement officer from whom aid was requested, no later than five (5) days after the date for which aid was requested.

10. This Agreement shall not be construed to impose or create any duty to request or render aid, or to provide or refuse aid, or to require that aid be provided in any particular manner.

11. This Agreement shall not form the basis for any person or entity to be liable, to any person or entity, for any act or omission related to the manner in which aid pursuant to this Agreement is requested, refused, or provided, regardless of any delay, mistake, refusal, negligence, or failure to effectively address or resolve any matter arising out of or related to a request for aid or provided or withheld aid.

12. This Agreement shall not be construed as an agreement for the benefit of any third party, including, but not limited to, that this Agreement does not create any employment relationship of any kind, including any between any individual who receives, responds, or renders aid, and that no such individual shall be entitled to wages or benefits or compensation of any kind as the result of receiving, responding, or rendering aid, including any pursuant to any employment law liability theory, such as, but not limited to: the Fair Wage and Labor Standards Act of 1938, and as subsequently amended, all Missouri statutory laws, including Workers' Compensation, or common law.

13. This Agreement shall be effective upon the signing of the last signature affixed to this document and shall last through December 31, 2024.

14. This Agreement may be cancelled at any time by the cancelling chief law enforcement officer providing written notice to the other chief law enforcement officer at least six (6) months prior to the effective date of cancellation.

15. This Agreement constitutes the entire understanding described herein and supersedes any prior agreements, written or verbal, and may only be amended or modified by a writing executed with the same formality of this Agreement. This Agreement shall be construed as having been drafted jointly.

16. This Agreement shall be construed in accordance with and governed by 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.

17. This Agreement may be signed in one or more counterparts, each of which shall constitute an original, but all of which together shall be one and the same document. For purposes of executing this Agreement, a document signed and transmitted electronically, by facsimile machine, or telecopier, is to be treated as an original document. Each signature shall be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature or an original document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the party's duly authorized representatives as set forth below.

GREENE COUNTY SHERIFF'S OFFICE

**CITY OF SPRINGFIELD POLICE
DEPARTMENT**

Sheriff Jim C. Arnott

Date: _____

Approved as to form:

Damon S. Phillips, Legal Counsel

Date: _____

Chief Paul Williams

Date: _____

Approved as to form:

_____, City Attorney

Date: _____

GREENE COUNTY COMMISSION

Bob Dixon, Presiding Commissioner

Rusty MacLachlan, Associate Commissioner District #1

John C. Russell, Associate Commissioner District #2

Date

ATTEST: I, Shane Schoeller, the Clerk of the Greene County Commission hereby attests that the above agreement was executed by Commissioners Bob Dixon, Rusty MacLachlan and John Russell, pursuant to a duly passed motion of the Greene County Commission approving the agreement.

Shane Schoeller, County Clerk

ATTEST: I, Cindy Stein, am the duly appointed and acting Auditor for Greene County, Missouri, and in that capacity, do hereby certify on this _____ day of _____, 2021, that there is an unencumbered balance to the credit of the appropriation which is to be charged for the County's share of the costs described in this Agreement and an unencumbered cash balance in the County treasury to the credit of the fund from which the County's financial obligation described in this agreement shall be paid sufficient to meet the County's obligations under this agreement.

Cindy Stein, Auditor

CITY OF SPRINGFIELD

Kent McClure, Mayor

ATTEST: I, _____, the Clerk of the City of Springfield hereby attests that the above agreement was executed by Mayor McClure as authorized by the Board of Alderman pursuant to a duly passed motion of the Board of Alderman approving the agreement.

_____, City Clerk

One-rdg. _____
P. Hrngs. X
Pgs. 88
Filed: 06-08-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-142

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Article III, 'Zoning Regulations,'
2 to add a new Division, Division 7, for the purpose of establishing a new
3 zoning district, the Grant Avenue Parkway District, and the standards
4 applicable to the new district, the Grant Avenue Parkway District
5 Standards. (Staff and Planning and Zoning Commission both recommend
6 approval.)
7 _____
8

9 WHEREAS, on July 1, 2019, City Council, by Resolution 10462, authorized the
10 City Manager to apply for a Better Utilizing Investments to Leverage Development
11 Transportation Discretionary Grant ("BUILD Grant") from the United States Department
12 of Transportation in an amount of up to \$25,000,000 to finance multi-modal
13 improvements and develop a linkage between Downtown Springfield and the Wonders
14 of Wildlife/Bass Pro Shops complex using Grant Avenue ("Grant Avenue Parkway
15 project"); and
16

17 WHEREAS, in November 2019, the City of Springfield received notice of an
18 award of \$21,000,000 in BUILD Grant funds for the Grant Avenue Parkway project; and
19

20 WHEREAS, on July 27, 2020, City Council, by Resolution 10517, enacted an
21 administrative delay of 180 days, delaying the acceptance and processing of
22 applications for demolition; new construction; re-platting of property, including lot
23 combinations; and rezoning of properties abutting the Grant Avenue Parkway project;
24 and
25

26 WHEREAS, on January 11, 2021, City Council, by Resolution 10548, extended
27 the administrative delay another 180 days until July 22, 2021, and charged City staff
28 with developing a plan and presenting recommendations and a report to City Council
29 before the July 22, 2021, expiration of the administrative delay; and
30

31 WHEREAS, on March 16, 2021, City Council, by Resolution 10565, adopted the
32 *Grant Avenue Parkway Corridor Plan* as an element of the Springfield Comprehensive
33 Plan for the development of the City of Springfield, Missouri; and
34

35 WHEREAS, the *Grant Avenue Parkway Corridor Plan* serves as a guide to
36 establish local policy decisions pertaining to land use, development form and intensities,
37 access and connections, and transitions into the surrounding neighborhoods along the
38 Grant Avenue Parkway; and

39
40 WHEREAS, one of the recommendations in the *Grant Avenue Parkway Corridor*
41 *Plan* is to establish a new zoning district as the primary implementation mechanism to
42 promote the development concepts and strategies outlined in the *Grant Avenue*
43 *Parkway Corridor Plan* and to initiate rezoning of the corresponding properties; and

44
45 WHEREAS, the establishment of the Grant Avenue Parkway District and the
46 rezoning of the corresponding properties, as set forth in accompanying Council Bill
47 2021-143, implement that recommendation; and

48
49 WHEREAS, following proper notice, a public hearing was held on June 3, 2021,
50 before the Planning and Zoning Commission, a copy of the Record of Proceedings from
51 said public hearing being attached hereto and incorporated herein by this reference as
52 "Exhibit A," and said Commission made its recommendation; and

53
54 WHEREAS, proper notice was given of a public hearing before City Council, and
55 said hearing was held in accordance with law.

56
57 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
58 SPRINGFIELD, MISSOURI, as follows, that:

59
60 Section 1 – The Springfield Land Development Code, Article III, ‘Zoning
61 Regulations,’ is hereby amended to add a new Division, Division 7, the Grant Avenue
62 Parkway District Standards, as set forth in “Exhibit B - Attachment 2,” which is attached
63 hereto and incorporated herein by this reference as if set forth verbatim.

64
65 Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to
66 affect any suit or proceeding now pending in any court, or any rights acquired or liability
67 incurred, nor any cause or causes of action accrued or existing, under any act or
68 ordinance repealed hereby, or shall any right or remedy of any character be lost,
69 impaired, or affected by this Ordinance.

70
71 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or
72 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
73 affect the validity of the remaining portions of this Ordinance. City Council hereby
74 declares that it would have adopted the Ordinance and each section, subsection,
75 sentence, clause, or phrase thereof, irrespective of the fact that any one or more
76 sections, subsections, sentences, clauses, or phrases be declared invalid.

77
78 Section 4 – This Ordinance shall be in full force and effect from and after
79 passage.

81
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Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: *Jill Burris*, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021- 142

FILED: 06-08-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To amend the Springfield Land Development Code, Article III, 'Zoning Regulations,' to add a new Division, Division 7, for the purpose of establishing the *Grant Avenue Parkway District Standards* (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION:

ZONING ORDINANCE TEXT AMENDMENT – GRANT AVENUE PARKWAY DISTRICT STANDARDS

In November 2019, the City of Springfield received notice of award of a \$21 million federal Better Utilizing Investments to Leverage Development ("BUILD") grant to develop a link between Downtown and the Wonders of Wildlife/Bass Pro Shops complex using Grant Avenue. Once complete, the project will include dedicated bike and pedestrian trails, Complete Street improvements to Grant Avenue and increased activated greenspace through Springfield's urban core.

City Council passed a resolution on July 27, 2020, enacting an administrative delay of 180 days and extended the delay on January 11, 2021. The resolution delayed the acceptance and processing of applications for demolition, new construction, re-platting of property, including lot combinations, and rezoning. This action allowed City staff an opportunity to seek input from area residents, property owners, design professionals, and interested citizens regarding the Grant Avenue Parkway project. As part of this citizen engagement, staff has conducted a study, developed a corridor plan, a regulatory framework and other design recommendations. City staff was charged with developing a plan and presenting recommendations and a report to City Council before the July 22, 2021, expiration of the administrative delay.

In concert with the design of the parkway, the consultants for Forward SGF, the City's Comprehensive Plan, worked with City staff and the Owner's Representative for the Parkway project to develop a land use and development framework plan for properties adjacent to the Grant Avenue Parkway generally from College Street to Catalpa Street. The Grant Avenue Parkway Corridor Plan, was adopted by City Council on March 16, 2021 and serves as a guide to establish local policy decisions pertaining to land use, development form and intensities, access and connections and transitions into the surrounding neighborhoods along the Grant Avenue Parkway.

One of the recommendations in the Grant Avenue Parkway Corridor Plan is to establish a new zoning district as the primary implementation mechanism to promote the development concepts and strategies outlined in the Plan and to initiate a rezoning of

the corresponding properties. The proposed Grant Avenue Parkway District and accompanying zoning case (Z-11-2021) are implementation of that recommendation.

The goal of the Grant Avenue Parkway Corridor Plan and now this proposed District is to promote reinvestment and redevelopment along the Parkway and into the surrounding neighborhoods. The regulations established in the Grant Avenue Parkway District ask more of the development community in delivering high-quality design that fosters a sense of place. In exchange, the regulations also provide for greater flexibility regarding what residents and business owners can do with their property, including a broader range of permitted uses and permitted height and density and provide for greater creativity in design.

Approval of this ordinance amends the Springfield Zoning Ordinance to add a new Division, Division 7, Grant Avenue Parkway District Standards.

The rezoning for the Grant Avenue Parkway District (Zoning Case Z-11-2021) appears on this same agenda.

Before an amendment shall be approved by ordinance, the Planning and Zoning Commission shall have first had a public hearing regarding the proposed amendment and made an official report to the City Council regarding the Planning and Zoning Commission's recommendation regarding said amendment. Once the Planning and Zoning Commission has made its official report, any further review by the Planning and Zoning Commission shall not be required unless city council elects to refer a matter back to the Planning and Zoning Commission for further review.

FINDINGS FOR STAFF RECOMMENDATION:

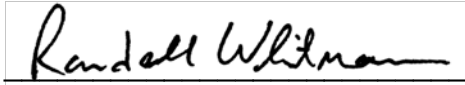
1. The proposed Grant Avenue Parkway District is consistent with the recommendation of the approved Grant Avenue Corridor District Plan to establish creative zoning regulations that promote reinvestment and redevelopment that leverages the new Parkway as an asset.
2. Approval of this district, along with the accompanying zoning case, will lay the foundation for the redevelopment of the corridor.

REMARKS:

The Planning and Zoning Commission held a public hearing on June 3, 2021 and recommended approval, by a vote of 8 to 0, of the *Grant Avenue Parkway District Standards*.

The Planning and Development staff recommends the request be approved.

Submitted by:

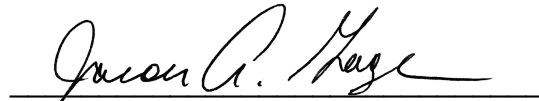


Randall Whitman, Principal Planner

Approved by:



Brendan Griesemer, AICP
Acting Director



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Neighborhood Meeting Summary

Attachment 2, Grant Avenue Parkway District Standards

EXHIBIT A

RECORD OF PROCEEDINGS Planning and Zoning Commission – June 3, 2021

Z-11-2021 and Grant Avenue Parkway Corridor Amendment

An area generally bounded by College Street on the north, Catalpa Street on the south and properties adjacent to the Grant Avenue right-of-way, generally between Douglas and Main Avenues.

Applicant: City of Springfield

Mr. Randall Whitman states that this is a request to rezone 72.33 acres in the GAP Corridor Plan (Z-11-2021) and establishing the development code for the Grant Avenue Parkway Corridor Amendment and gave an overview of the process.

BUILD Grant – November 2019	GAP District zoning – June 3 -28, 2021
Administrative Delay – January 11, 2021	GAP Rezoning – June 3-28,2021
GAP Concept Plan – February 2021	Administrative Delay - Expires July 22, 2021
GAP Corridor Plan adoption – March 22, 2021	Build Grant Funds Obligated – September 2021

Key Recommendations adopted March 2021 were Transportation framework, Land use framework, Regulatory framework, and Zoning Implementation.

Existing Zoning is RSF – Single-Family Residential, R-TH - Residential Townhouse, R-MD - Medium Density Multifamily Residential, GR - General Retail, CC - Center City, and IC - Industrial Commercial.

Subdistricts

A – Mixed use	College Street to Walnut Street Prioritizes mixed use, complements existing CC- Center City Zoning and brewery Transitional scale from downtown / urban to traditional neighborhood Prioritizes adaptive reuse and conversion of existing structures CC - Bulk and area requirements (minimal) Max front setback – 10' Min height – 3-stories
B – Mixed use, multi-family, adaptive reuse	Walnut Street to Elm Street Mixed use, mixed residential, live-work, and commercial / office Transitional area between sub-districts / downtown and neighborhood Prioritizes adaptive reuse and conversion Min / Max front setback – 15' / 25' Min / Max height – 3 / 4 stories
C – Mixed use, multi-family, and neighborhood-scale commercial	Elm Street to Mt. Vernon Street Mixed use, mixed residential, live-work, and commercial / office, Targeted neighborhood scale-commercial Prioritizes adaptive reuse and conversion

	Max front setback – 10' Min / max height – 2 / 3 stories
D – Mixed residential	Mt. Vernon Street to Grand Street Mixed residential and live/work Targeted flexibility in housing type and density Transition from higher density residential east to traditional neighborhood - single-family housing Min / Max front setback – 15' / 25' Min / Max height – 2 / 3 stories
E – Mixed use	Grand Street to Catalpa Street Mixed use, local serving neighborhood commercial uses integrated into the streetscape Emphasis on the location of the Grand Avenue Parkway and Fassnight Park and Greenway to generate increased pedestrian traffic Min / Max front setback – 10' / 20' Min / Max height – 3 / 4 stories
F – Mixed use and Multi-family	Grand Street to Catalpa Street Multi-family, mixed use, local serving neighborhood commercial uses integrated into the streetscape Emphasis on the location of the Grand Avenue Parkway and Fassnight Park and Greenway to generate increased pedestrian traffic Min / Max front setback – 15' / 25' Min / Max height – 3 / 4 stories

Grant Avenue Parkway District (All)

- Provisions specific to conversion of existing structures.
- No maximum housing densities established.
- Parking is not allowed in front yards or within the front setback.
- No parking required for commercial or non-residential use.
- Strongly discourage access to Grant Avenue, requiring cross access easements and shared access where possible.

Applying the Standards

Awnings and Canopies: Building awnings, canopies, or similar weather protection devices are encouraged on the first floor of non-single-family development. If provided, awnings or canopies shall project a minimum of three (3) feet and a maximum of ten (10) feet from the façade. Rounded or hooped awnings/canopies shall be prohibited.

Transparency: The ground level must offer pedestrian interest along sidewalks and pedestrian paths through the placement of window and doors. Therefore, the first floor of any building façade facing a public right-of-way with the exception of alleys shall include transparent, clear glass windows and / or doors arranged so that the uses inside are visible from and / or accessible to the street on at least forty (40) percent of the subject façade. Window and / or doors with reflective or tinted glass that impede views into a building shall be prohibited.

Story Height: The height of the first floor of new development shall be consistent with the height of the first floor of existing adjacent development and shall be emphasized using storefronts and architectural features.

Key Distinctions

- Mix of uses at nodes along the parkway, creating pedestrian-oriented neighborhood and downtown destinations for products and services.
- Detached signs allowed in limited areas.
- No commercial parking lots, except in area A.
- No required commercial parking calculation – focused and designed for the pedestrian.
- Artisan manufacturing is a new, encouraged use.
- Place is prioritized over use.

Community Input and Priorities

Neighborhood Meetings – May 5 & 19, 2021

- Over 80 individuals participated in the two combined events (in-person and remotely)
- Fielded numerous Parkway questions and anticipated impacts to adjoining properties
- Concerns about congestion, traffic, and parking
- Proponents, some frustrated in being left out of the zoning change or problem properties excluded

Grant Avenue Corridor Planning Input

- Connections to parks, greenway, and schools
- Participants supportive of proposed use mix and desired form
- Impact on the neighborhood character and fabric

Forward SGF – 2019-2020

- More walkable, livable integrated commercial districts in neighborhoods
- Diversity in housing types, affordability, and availability
- Beautification and higher quality development
- Bold leadership-commitment to big, transformational decisions

Ms. Broekhoven asked about blighted designations in the corridor.

Mr. Griesemer stated that there are blighted properties, however the City has not done blight study but would like to complete one.

Ms. Bruce asked about setbacks and street front. Do the minimum setback allow for cases for street seating (restaurant) and if addressed for the district.

Mr. Whitman stated that the frontage types are defined and there are requirements that will allow out-door seating and it is addressed in the reports.

Mr. Rosenbury said the sections look real like residential and do apply for first floor for a commercial building but could be carved out for frontage type, i.e., out-door dining.

Mr. Colony asked about current zoning for the district.

Mr. Whitman stated that there are various zoning types throughout the subsections.

Mr. Bill Knuckles asked about the subsections and how to support the commercial uses with parking.

Mr. Whitman stated this plan does not address parking as the entire corridor is catered toward neighborhoods, downtown, and pedestrians for walking and do not have the parkway design yet but has the design code for parking.

Mr. Rosenbury stated that they are not requiring certain minimum for parking.

Mr. Coltrin commended staff and if the staff ever envisions a request for a variance in the corridor.

Mr. Whitman said that they have addressed various provisions, and this is a foray into new codes and standards and hoping that the development community will step-up and they have had a lot of new interest and investments.

Mr. Colony asked about the standards for lighting.

Mr. Whitman said that they have addressed light pollution within the code and Mr. Hosmer noted the standards.

Mr. Doennig opened the public hearing.

Ms. Patricia Neff, 632 W. Mt. Vernon had a question on the letter that she received stating that the Planning and Zoning Commission will not rezone her property.

Mr. Hosmer clarified the statement saying that Planning and Zoning does not rezone, however they do make a recommendation and is forwarded to the City Council.

Mr. Bentley Dyer, 1143 W. Highland asked about a bufferyard and alley, he wondered if there will be any regulations or provisions for a bufferyard on the property due to parking and traffic being moved to the back noting possible residential up against a possible 4 story building because there will not be a buffer zone. He also asked about the lot that was given to the Parks Department and if it would be turned into something.

Mr. Hosmer stated that they are no buffers for an alley unless it was vacated and noted that the lot mentioned belongs to the Parks Department and will remain with Parks.

Mr. Whitman also noted that they have several bufferyard requirements in the district and if they get redeveloped then they would have to add a bufferyard, fence, etc., in this case.

Mr. Doennig closed the public hearing.

COMMISSION ACTION: (Z-11-2021)

Mr. Jobe motioned to **approve** Z-11-2021 (An area generally bounded by College Street on the north, Catalpa Street on the south and properties adjacent to the Grant Avenue right-of-way, generally between Douglas and Main Avenues). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Ogilvy.

COMMISSION ACTION: (Grant Avenue Parkway Corridor Amendment)

Ms. Bruce motioned to **approve** the Grant Avenue Parkway Corridor Amendment (An area generally bounded by College Street on the north, Catalpa Street on the south and properties adjacent to the Grant Avenue right-of-way, generally between Douglas and Main Avenues). Mr. Colony seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Ogilvy.

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

Bob Hosmer, AICP
Planning Manager

Exhibit B



Development Review Staff Report

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

June 3, 2021

June 14, 2021

CASE: GAP, Grant Avenue Parkway District Text Amendment and Zoning Case Z-112021

STAFF: Randall Whitman, Principal Planner
417-864-2027

PROPOSED MOTION: To adopt the GAP, Grant Avenue Parkway District Text Amendment as a new zoning district and to approve Zoning Case Z-11-2021 as submitted in the staff report.

Required vote is a majority of those present (5 members are a quorum)



SUMMARY OF TEXT AMENDMENT AND ZONING DISTRICT

In November 2019, the City of Springfield received notice of award of a \$21 million federal BUILD (Better Utilizing Investments to Leverage Development) grant to develop a link between Downtown and the Wonders of Wildlife/Bass Pro Shops complex using Grant Avenue. Once complete, the project will include dedicated bike and pedestrian trails, Complete Street improvements to Grant Avenue and increased activated greenspace through Springfield's urban core.

City Council passed a resolution on July 27, 2020 enacting an administrative delay of 180 days and extended the delay on January 11, 2021. The resolution delayed the acceptance and processing of applications for demolition, new construction, re-platting of property, including lot combinations, and rezoning. This action allowed City staff an opportunity to seek input from area residents, property owners, design professionals, and interested citizens regarding the Grant Avenue Parkway project. As part of this citizen engagement, staff has conducted a study, developed a corridor plan, a regulatory framework and other design recommendations. City staff was charged with developing a plan and presenting recommendations and a report to City Council before the July 22, 2021 expiration of the administrative delay.

In concert with the design of the parkway, the consultants for Forward SGF, the City's Comprehensive Plan, worked with City staff and the Owner's Representative for the Parkway project to develop a land use and development framework plan for properties adjacent to the Grant Avenue Parkway generally from College Street to Catalpa Street. The Grant Avenue Parkway Corridor Plan, was adopted by City Council on March 16, 2021 and serves as a guide to establish local policy decisions pertaining to land use, development form and intensities, access and connections and transitions into the surrounding neighborhoods along the Grant Avenue Parkway.

One of the recommendations in the Grant Avenue Parkway Corridor Plan is to establish a new zoning district as the primary implementation mechanism to promote the development concepts and strategies outlined in the Plan and to initiate a rezoning of the corresponding properties. The proposed Grant Avenue Parkway District and accompanying zoning case is the implementation of that recommendation.

Development Review Staff Report



The goal of the Grant Avenue Parkway Corridor Plan, District and rezoning of identified properties is to promote reinvestment and redevelopment along the Parkway and into the surrounding neighborhoods. The regulations established in the Grant Avenue Parkway District ask more of the development community in delivering high-quality design that fosters a sense of place. In exchange, the regulations also provide for greater flexibility regarding what residents and business owners can do with their property, including a broader range of permitted uses and permitted height and density and provide for greater creativity in design.

The GAP District, like the Corridor plan, will apply to those areas adjacent to the Parkway from College to Catalpa Streets that are generally within 500 feet east and west of the Grant Avenue centerline, as well as Grand Street. The Grant Avenue Parkway District is intended to promote reinvestment and redevelopment that leverages the new Parkway as an asset by providing greater flexibility to achieve high-quality design and foster sense of place.

The proposed GAP District prioritizes place over use, allows for greater flexibility of uses, enhances development and design standards, and streamlines development approval through thirteen main sections that comprise the District as shown below.

- | | |
|--|------------------------------|
| 1. General Provisions | 8. Off-Street Parking |
| 2. GAP District purpose and intent | 9. Landscape |
| 3. Established of Subdistricts A through F | 10. Screening |
| 4. Bulk Standards | 11. Signs |
| 5. Permitted and Conditional Uses | 12. Outdoor Lighting |
| 6. Use Specific Standards | 13. Site Plan Review Process |
| 7. Building, Orientation, Siting, and Design | |

This report highlights the sections of the GAP District that differ significantly from existing zoning regulations. The standards established in the GAP District control building architecture and design, allowed density and development patterns and other areas that combine to make the district unique.

Establishment of Subdistricts

The Grant Avenue Parkway District is comprised of unique character areas with varying patterns of development, architectural styles and visions as established in the Corridor Plan. To better regulate these areas, the GAP District is divided into six subdistricts, Subdistricts A through F. The purpose for the subdistricts is to capitalize on the unique character of each portion of the GAP District and accommodate existing development while encouraging additional opportunities for redevelopment and reinvestment. The following is a summary of each of the proposed subareas:

Subdistrict A: Generally located from College Street to Walnut Street at the north end of the GAP District. This area is prioritized for mixed-use development. New development in this area shall complement nearby downtown urban-scale development and provide for integration of these uses into a more traditional neighborhood form.

Subdistrict B: This subdistrict is generally located from Walnut Street to Elm Street and is intended to accommodate the renovation of existing residential structures or their conversion to neighborhood-scale home businesses. This subdistrict also accommodates mixed-use or multifamily residential development to create a seamless transition to adjacent subdistricts.

Subdistrict C: This subdistrict is generally located from Elm Street to Mt. Vernon Street and is intended to be a local-serving mixed-use neighborhood center that is compatible with the West Central Neighborhood. This subdistrict allows for the conversion of existing properties to preserve their historic integrity and extend their economic life by allowing owners to justify expenditures for repairs and modernization.

Subdistrict D: This subdistrict is generally located from Mt. Vernon Street to Grand Street and is intended to be a mixed residential corridor. This subdistrict is intended to accommodate reinvestment in existing homes and new development of higher density housing types that blend seamlessly with existing nearby residences.

Subdistrict E: This subdistrict is generally surrounding the Grant and Grand and Grant and Catalpa intersections is intended to accommodate local-serving, mixed-use neighborhood centers that benefit from traffic along Grand Street and the connection of Fassnacht Park at Catalpa Street. New development in this subdistrict should complement the entrance to Fassnacht Park and the connection to the Fassnacht Creek Greenway trail.

Development Review Staff Report



Subdistrict F: This subdistrict is generally located along Grant Avenue at Delmar and Loren Streets and along Catalpa Street west of Grant Avenue and is intended to accommodate higher density residential and mixed-use development to support adjacent neighborhood retail nodes.

Bulk Standards

The proposed Bulk Standards, shown in Table 36-487, are aimed at reducing setbacks along the street and establishing a maximum setback for structures which is intended to activate the Parkway by bringing the buildings forward to the street and requiring parking to be placed behind the building, particularly in Areas A, B, C, and E where mixed-use development is allowed and encouraged. The setbacks proposed in Subdistricts D and F are more reflective of residential development and are more compatible with existing residential development.

The minimum and maximum heights proposed within each subdistrict are intended to ensure development that is reflective and complementary to existing and nearby development. There is not a maximum height proposed within subdistrict A to be consistent with the relaxed height requirements in the existing CC, Center City zoning on property within subdistrict A. The other subdistricts are restricted to a maximum height of 3 stories in subdistricts C and D and 4 stories in subdistricts B, E and F.

Permitted and Conditional Uses

Table 36-488 identifies permitted and conditional uses within each subdistrict. The uses permitted within each subdistrict reflect the unique character of each area and provide for a transition from north to south along the corridor from downtown to the heart of the West Central Neighborhood and then south toward Fassnight Park and the Fassnight Creek Greenway. Subdistrict A, at the northern end of the corridor, accommodates mixed-use development as well as stand-alone retail, entertainment and service uses. Within subdistrict A, artisan manufacturing as well as breweries, wineries and distilleries are also permitted. Multifamily is permitted as part of a mixed-use development. Subdistrict B serves as a transition area into the West Central Neighborhood and accommodates mixed-use development as well as retail and residential uses. Subdistrict C serves as a focal point for the West Central neighborhood and a transition area into the primarily residential portion of the corridor south of this area to Grand Street. Within Subdistrict C, mixed use is encouraged along with a mix of small-scale retail and office conversions and residential uses. Subdistrict D is the mixed residential portion of the corridor. A variety of housing types are permitted within Subdistrict D as well as Bed and Breakfast and general office conversions. Subdistrict E serves as a mixed-use and retail node at Grant Avenue and Grand Street and along Grant Avenue near the entrance to Fassnight Park and the Greenway trail. Both areas are high traffic areas and uses that locate in Subdistrict E are intended to serve patrons along the parkway as well as traffic along Grand and residents in the area. At the southern end of the District, Subdistrict F, provides for mixed-use as well as stand-alone multifamily uses with the approval of a Conditional Use Permit. Stand-alone retail as well as general and medical offices are also permitted within this area.

Building Orientation, Siting and Design

This section establishes the standards that set this district apart from development that can be achieved under the existing zoning. The additional flexibility and creativity that is afforded in the use and design of structures along the corridor is in exchange for development standards intended to ensure a high-quality design that fosters a sense of place along the corridor. This section of the district establishes the mixed-use and multifamily building types and outlines the frontage type standards that development within the district must incorporate. The frontage types range from different porch types (Projecting, Engaged, Integral), commonly found on residential structures to a forecourt and shopfront, which are more appropriate for mixed-use or non-residential buildings. All the frontage types are aimed at creating interest and a focal point for buildings to address the street as all buildings are required to be oriented toward Grant Avenue or the primary street if the building is located on a side street. This section also establishes exterior building materials that can be used within the district, including a requirement to create pedestrian interest on the ground level of buildings by using contrasting materials and elements. Vinyl and clapboard siding materials are prohibited within the district. While this is a significant change in current zoning requirements, the intent is to create high-quality, sustainable development along the corridor.

Requirements to create pedestrian interest along the sidewalks and pedestrian pathways are included in this section, including a requirement for transparency (windows and doors) at the ground level of non-residential or mixed-use buildings. The ground level of mixed-use, multi-family and nonresidential buildings must further offer pedestrian interest through façade articulation and the use of contrasting design elements. The use of awnings and canopies are also encouraged at the ground level of non-residential and mixed-use buildings. These requirements are intended to create

Development Review Staff Report



visual interest and activity at the street level and prevent large expanses of blank walls and buildings that don't engage the street and pedestrian realm.

Off-Street Parking

Off-street parking within the district is required to be located to the rear of the principal building and accessed from a side street, alley, or access easement. In addition, internal circulation systems are required to allow traffic to travel between properties without the need to access the street system. These requirements are intended to push the buildings closer the street and keep the vehicular access points along Grant Avenue and side streets to a minimum. Off-street parking is not required in Subdistrict A and for non-residential uses in Subdistricts B, C, D, E, and F. This is comparable to the current off-street parking requirements in the CC, Center City District for the downtown area and is intended to foster a more pedestrian, walkable, and bikeable corridor.

Landscape

Landscaping requirements within the district are enhanced with requirements for a combination of trees, shrubs, native grasses and/or groundcover for all non-single-family development. Just as in the current zoning regulations, there are requirements for parking lot perimeter and interior landscaping and buffer area (bufferyards) and screening. However, the standards contained in this district call for additional plantings along the perimeter and interior of development sites to create an overall softening of development and to create visual appeal as well as supporting stormwater management where appropriate. One shift with the buffer area standards contained in this district is that they are required based on adjacent use rather than on zoning district. In addition, the width of the required buffer area is consistent across all development types rather than varying between zoning districts. As proposed in this district, a minimum 7-foot-wide buffer area, with plantings and a fence, is required along interior property lines of all non-single-family development when adjacent to single-family uses. In addition to the other landscaping requirements, this district introduces the concept of a building foundation area for all non-single-family development, unless the development is built with a zero-foot setback. The building foundation area is an additional landscaped area at the base of buildings to further promote a softening effect of development and is designed to frame architectural features and to visually soften the expanse of walls.

Signs

This district has a robust, more restrictive sign section, including standards for a variety of signs that are permitted, both permanent and temporary, within the district. Permanent signs include wall, awning or canopy, projecting, window, and on-site directional signs. Temporary signs include banner, sidewalk, window, yard, and post signs. The permitted signs are intended to complement development along the corridor while not creating visual clutter along the Parkway. The district will prohibit certain signs such as electronic message boards, roof signs and billboards or off-premise signs.

The accompanying zoning case, Z-11-2021 will rezone the subject properties along the Grant Avenue Corridor to the newly created Grant Avenue Parkway District, Subdistricts A through F. if approved.

Approval of the proposed GAP District and zoning case Z-11-2021 will fulfill the implementation of the recommendations of the Grant Avenue Parkway Corridor Plan by establishing the regulatory standards necessary to accommodate and promote appropriate development along the Parkway and rezone the subject properties so that development along the parkway can occur without additional processes or delay.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The Grant Avenue Corridor Plan was adopted by City Council as an element of the Comprehensive Plan on March 16, 2021. The Plan recommends a new zoning district be established as the primary implementation mechanism to promote the development concepts and strategies outlined in the Plan and to initiate a rezoning of the corresponding properties. The proposed Grant Avenue Parkway District and accompanying zoning case is the implementation of that recommendation.

The Growth Management and Land Use Element of the Comprehensive Plan encourages innovative development and redevelopment using incentives and appropriate regulations, to achieve desired residential and nonresidential development patterns.

Development Review Staff Report



PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

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

STAFF COMMENTS:

Staff recommends approval of the Grant Avenue Parkway District as a new zoning district.

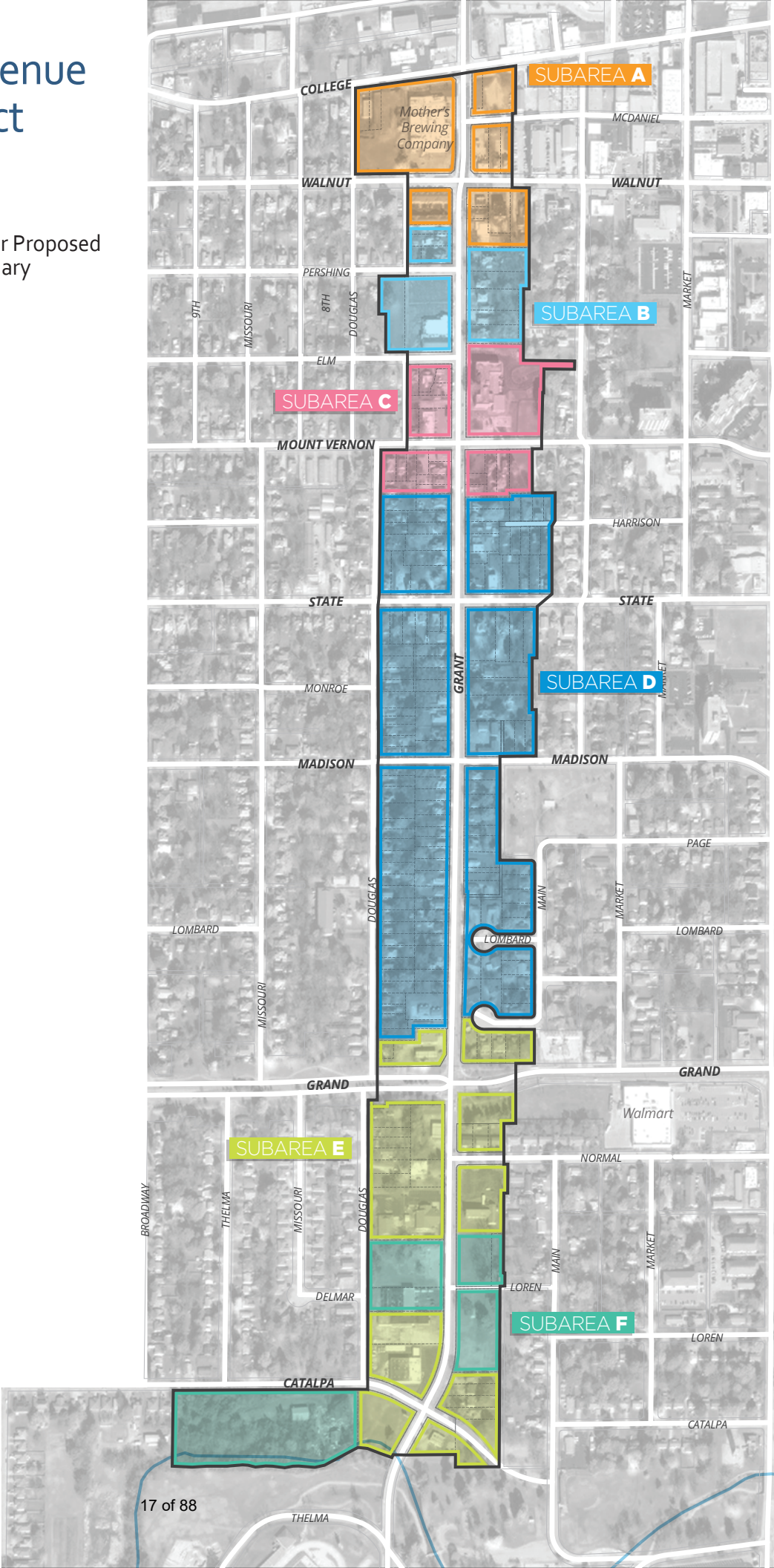
Staff recommends approval of Zoning Case Z-11-2021.

PUBLIC COMMENTS:

In addition to the multiple meetings held regarding the Grant Avenue Parkway Project, two neighborhood meetings were recently held, on May 5, 2021 and May 19, 2021, on this proposed district and accompanying zoning case where information was shared with attendees and feedback was received. The attendance list and summary of the meetings is attached.

Proposed Grant Avenue Parkway District

Legend:  Grant Avenue Corridor Proposed District Boundary



Neighborhood Meeting Report

Two (2) neighborhood meetings were hosted to collect feedback and review the proposed Grant Avenue Parkway (GAP) District regulations and subsequent rezoning.

- Grant Avenue Parkway District Neighborhood Meeting No. 1 - Wednesday, May 5, 2021
- Grant Avenue Parkway District Neighborhood Meeting No. 2 - Wednesday, May 19, 2021

Grant Avenue Parkway (GAP) District Neighborhood Meeting No. 1 - Wednesday, May 5, 2021

An in-person and remote meeting option, via Zoom, was hosted for all property owners, residents, and neighborhood representatives for the entire targeted area impacted by the proposed Grant Avenue Parkway (GAP) District. The meeting was held at the Forward SGF Planning Studio, 351 North Boonville Avenue. In addition to the West Central Neighborhood Betterment Association Board, those residing or owning property within 500' of the proposed GAP District boundary.



The standard meeting letter and a postcard were sent to approximately 1,100 individuals or households. 73 acres and/or 221 individual properties will be affected by the proposed zoning changes.

31 individuals joined the meeting remotely and 25 joined the meeting in-person (lists and sign-in sheet included below). City staff and representatives from Houseal Lavigne made a brief presentation and provided an overview of the proposed zoning regulations and area impacted by the zoning change. Following the presentation, city staff facilitated a short group question and answer session, afterwards one-on-one discussion (in-person and remotely) was conducted with individual meeting attendees.

Summary of Feedback and questions:

- Despite explanation to guests that the meeting was about the creation of a new zoning district and rezoning of property, many questions were asked about the Parkway, itself.
- Questions asked about Grant Avenue widening and traffic congestion, property impacts and acquisition, design, and commitment and assurance of completion and follow-through. While general answers were provided, City Staff encouraged the group to focus on the zoning and someone would answer specific Parkway questions independently.

- Many or nearly all in attendance were in support and excited about the project and did not protest the zoning or creation of the new district. The only comment card left said *“I’m in full support of the Grant Avenue Parkway Plan. I believe that the GAP District is extremely well thought-out and I’m excited for what the Parkway will do for Springfield. I sincerely hope that the City can pursue additional federal grants in the future.” Andrew Doolittle*
- One guest raised concern for public safety, as the neighborhood and specific areas along the Parkway are dangerous and crime-ridden. City Staff encouraged the resident to get further involved in forming an association in the Parkcrest Neighborhood and work with residents and City Police.
- Question was asked about the continuation of existing uses, specifically residential and how the new GAP district would address non-conforming uses. Consultants and City Staff explained non-conforming uses and existing uses would be allowed as specified in the existing zoning code.
- Question was asked about the impact the rezoning and housing expansion would have on congestion, on-street parking and traffic. Staff explained this was a reality, given the proximity to downtown and the urban nature of the project and rezoning would likely impact these things and in-time, but the city and neighborhood could work together to study the situation and possible strategies to mitigate the same, if it became a problem. Enforcement and possible parking districts, public lots, etc.
- A question or concern was raised with the impact on flooding, as increased development would bring new stormwater problems to the area. City Staff explained that new development would have to provide and address increased run-off.
- A question was asked about the application of bufferyards on properties proposed for rezoning but would remain residential in nature. City Staff agreed to look closer into the specific application of bufferyards.
- Desire to have maximum height limits removed for Subdistrict A, due to its proximity to downtown (City Staff tentatively agreed and would ensure this was addressed).
- Frustration expressed by an adjoining property owner on the 1100 block of south Main Street, because his properties were not included in the rezoning request. City staff apologized and explained the zoning mainly only targeted a limited impact area, but future rezoning of his property could be considered for an alternative use.
- Resident of Mt.Vernon asked to have “Bed and breakfast” as permitted use group added to Subdistrict C. City Staff tentatively agreed and would ensure this was addressed.
- Residents expressed concern for the height of new development towering over other properties and invading privacy. City Staff explained the proposed height standards were not that less restrictive than what was currently allowed by existing zoning. City Staff agreed to look more closely at how the requirements could reduce the impact.

Attendance for the GAP District Neighborhood Meeting No.1 - May 5, 2021

Zoom Attendance

Danny
C Brody
Stephanie
Neila Seda
Sonia Hardshy
Larry
Mal Bailey
Michael Carlie
Gabrielle
Mark O' Hara Hoeir Schaudt
Ben Cummings
Kimberley
Rob Gray
1-417-343-5285
Debbie Goodwin
Drew Kifer
Neddra Moore
Galaxy s9
1-417-693-1996
Trent with Notched Properties
Julie MacDonald
Rogue Barber Co
Sonja Anderson
Iphoneguy

City Staff and Consultants present or participating in the meeting

Tim Rosenbury, City of Springfield/CMO
Brendan Griesemer, City of Springfield/Planning
Bob Hosmer, City of Springfield/Planning
Alana Owen, City of Springfield/Planning
Ben Tegeler, City of Springfield/Planning
Randall Whitman, City of Springfield/Planning
Cora Scott, City of Springfield /PIO
Kristen Milam, City of Springfield / PIO
Nik Davis, Houseal Lavigne
Brandon Nolin, Houseal Lavigne
Jackie Wells, Houseal Lavigne
Steve Prange, Crawford, Murphy and Tilley
Francine Pratt, Pratt Consulting

Grant Avenue Parkway (GAP) District Neighborhood Meeting No. 2 - Wednesday, May 19, 2021

An in-person and remote meeting option, via Zoom, was hosted for all property owners, residents, and neighborhood representatives for the entire targeted area impacted by the proposed Grant Avenue Parkway (GAP) District. The meeting was held at the Forward SGF Planning Studio, 351 North Boonville Avenue. In addition to the West Central Neighborhood Betterment Association Board, those residing or owning property within 500' of the proposed GAP District boundary.



A postcard was sent to approximately 1,100 individuals or households. 73 acres and/or 221 individual properties will be affected by the proposed zoning changes. 43 individuals requested the zoom link and were formally invited to attend via the remote meeting option.

23 individuals joined the meeting remotely and 5 joined the meeting in-person (lists and sign-in sheet included below). City staff and representatives from Houseal Lavigne were available for both groups to answer questions and discuss the proposed zoning code amendments and rezoning. One-on-one discussion (in-person and remotely) was conducted with individual meeting attendees with a come and go format.

Questions/Concerns raised:

- Questions about how non-conformities are handled – would existing porches on homes need to be brought into compliance and would an addition on a house need to comply with requirements. Staff explained there would not be any mandated property upgrades to existing residences or business. Site or building improvements or/and compliance with the new code would only be required if new development, change in use, or substantial improvements were made.
- Question about lighting standards and how they compare with other cities. Staff explained the lighting requirements are likely comparable, shields or structural cut-off devices on fixtures would be required to reduce light pollution.
- Question about landscaping and how this differs from existing landscaping requirements and whether it requires native landscaping. The landscaping requirements included in the proposed ordinance exceed what is required by the city's current ordinance on all levels. Bufferyards, perimeter, interior parking lot and foundation plantings focus on including more trees, shrubs and native grasses to provide increase the curb appeal adjacent to the parkway, as well as screen and buffer dissimilar uses, site fixtures and features from new, non-residential development.

- It was recommended that the district be expanded to incorporate the existing homes on the west side of Douglas south of Grand Street. In several locations, adjoining property owners have requested inclusion into the district. It was explained the zoning is supported by preliminary land uses for mixed residential and mixed use in the larger area surrounding the Grant Avenue Corridor.
- Question about whether farm stands would be permitted in Subdistrict D. The owner feels strongly they should be permitted. That topic was reviewed, and seasonal sale of home grown produce and flowers, from a “Farm Stand” would be allowed with restriction; frequency, duration, signage and products available for sale would be limited to agricultural products grown on site, as a part of a home occupation.
- Question about artisan manufacturing and how this differs from making art and selling out of home in Subdistrict D. Would someone be able to sell art out of home in Subdistrict D. Need to clarify home occupation uses. Artisan manufacturing is different than a live work or home occupation. Artisan manufacturing would not be permitted in the residential Subdistrict D. Home occupations are allowed in all six (6) subdistricts and Live Work is allowed only in Subdistricts B, C, and D.
- Question about ability to have an accessory dwelling unit in Subdistrict D. Accessory dwelling units are not allowed in D, but multi family is. If designed, so as to address the requirements of the code, more than one dwelling on a lot could be permitted, accomplishing the same.
- Question about why medical marijuana uses are permitted but liquor stores are not permitted. Some medical marijuana related uses are allowed, which are further regulated by the underlying zoning code and state statutes. The city has limitations on restricting manufacturing and dispensaries and those same limitations are present in the six subdistricts. Cultivation, manufacturing, extracting, and testing are permitted only in Subdistrict A. Pubs, micro-breweries, alcohol and marijuana sales and distribution is permitted as a retail use in all districts, but D. Package liquor sales is not permitted in any of the subdistricts.
- Question about daycare...whether or not this was a daycare center or in-home daycare. Daycares are limited to subdistrict C, largely because the church and school represent locations where that could be a viable accessory use. In-home daycares are not permitted in any of the subdistricts.

Attendance for the GAP District Neighborhood Meeting No.2 - May 19, 2021

Zoom Attendance

Candace Faith
 Ben Cummings
 Guy Mace
 Brad Erwin
 Brandon Biskup
 Dacy Mulcahy
 John Cromer
 Jackie Rehwald

Kaitlin Page
Mark O'Hara – Hoerr Schadt
Neddra Moore
Rusty Worley, West Central Neighborhood
Jim Schuessler
Nancy Evans
Stephen Evans
Keith Ray Mackie
Sarah Davis

Sawyer
Jonathan and Lori
Galaxy Tab E

City Staff or consultants working on behalf of the City:

Alana Owen, City of Springfield
Jackie Wells, Houseal Lavigne
Steve Prange, CMT
Brian Eads, CMT

grant avenue parkway

COMMUNITY ENGAGEMENT

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Wednesday, May 5, 2021

Name	Email	Address	Receive Future Notifications
Darcie Grisham	darciegrisham@yahoo.com	620 S. Grant Ave	yes
Nick Newman	nick@newman-ent.com	507 S. Grant	Y
JOSEFA ROBERT	Katrina.robert7@gmail.com	938 W. Walnut	Y
Alan Neff	Patricia Neff	632 W. Mt	Y
Keith Ray Mackie	keithrmackie@col.com	1101 S. Broadway	Y
CRIS PARK	crispark@att.net	730 W ELM	Y
Kay Lawrence	LawrenceKay@SBCGlobal.com	816 W. State	Y
Jeramy Jackson	jackson@greatriv.com	2826 S. Ingram Mill Springfield, mo 65804	Y
Tim Schoenhoff	tschoenhoff@greatriv.com	" "	Y
Mike Beam	mbeam@greatriv.com	" "	Y
Bob Sterling	bgsterling49@yahoo.com	822 W. Monroe	Y

grant avenue parkway

COMMUNITY ENGAGEMENT

Wednesday, May 5, 2021

Name	Email	Address	Receive Future Notifications
Bruce Bossi		1049 S Main	Yes
Jeff Schrag	jschrag@mothersbrewing.com	215 S. Grant	Yes
Brooke Evans	blevans@murney.com	921 S Grant 812 S. Grant	YES
Scott Bratcher	scott@subratcher.com	818 S Grant	YES
Justin Guss	m22evans@gmail.com	921 S Grant	Yes
Candace Faith	candacefaith@gmail.com	Grant St. 1030 W Catalpa St	Yes
Joe Sutton	Joessutton2016@gmail.com		Yes
Vicki Cola	vickiann7777@gmail.com	863 S. Main Ave	yes
Mary Kunda	MKunda@yah.com	1521 S Grant	yes
Phyllis Netzer	Pnetzer50@gmail.com	845 S. Missouri Ave	yes
Andrew Dodittle	andrew@vereff-homes.com	3131 E Wilshire Dr	Yes

grant avenue parkway

COMMUNITY ENGAGEMENT

Wednesday, May 5, 2021

Name	Email	Address	Receive Future Notifications
Joe Costello	joe@joe costello.com		
Bruce Cooney	Bruce@community.com	2117 S. HILLCREST AVE 658057	✓
Jeff O'Neil		6325 Grant 65806	✓
Cameron LaBarr	cameronlabarr@gmail.com	65806	✓

grant avenue parkway

COMMUNITY ENGAGEMENT

Wednesday, May 19, 2021

Name	Email	Address	Receive Future Notifications
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Division 7. Grant Avenue Parkway District Standards

36-486. General Provisions

- (1) **GAP District Generally.** The Grant Avenue Parkway District shall have the boundaries shown on the official zoning map maintained by the Department. In case a property is included in two (2) or more Subdistricts, and the provisions of which conflict, the provisions of the more restrictive Subdistrict shall apply.
- (2) **GAP District Purpose and Intent.** The purpose of the GAP – Grant Avenue Parkway District is to regulate the development of the parcels along Grant Avenue Parkway between College Street and Fassnight Park. The GAP District is intended to provide greater flexibility in use by requiring high-quality design that fosters sense of place to promote reinvestment and redevelopment that leverages the new Parkway as an asset.
- (3) **Establishment of Subdistricts.**
 - (a) **Subdistricts Generally.** The GAP District is comprised of unique areas with varying patterns of development, architectural styles, and visions as established in the City of Springfield Grant Avenue Parkway Corridor Plan. In order to better regulate these areas, the GAP District is further divided into six (6) subdistricts as detailed below. The purpose of the subdistricts is to capitalize on the unique character of each portion of the GAP District and accommodate existing development while encouraging additional opportunities for redevelopment and reinvestment.
 - (b) **Grant Avenue Parkway District Subdistricts.**
 1. **Subdistrict A.** Subdistrict A, generally located from College Street to Walnut Street at the north end of the GAP District, shall be prioritized for mixed use development. New development in this subdistrict shall complement nearby downtown urban-scale development and provide for the integration and transition of these uses into a more traditional neighborhood form.
 2. **Subdistrict B.** Subdistrict B, generally located from Walnut Street to Elm Street, is intended to accommodate the renovation of existing residential structures or their conversion to neighborhood-scale home businesses. The subdistrict also accommodates mixed use or multifamily residential development to create a seamless transition to adjacent Subdistricts A and C.
 3. **Subdistrict C.** Subdistrict C, generally located from Elm Street to Mt. Vernon Street is intended to be a local-serving, mixed use neighborhood center that is compatible with the West Central neighborhood. The subdistrict allows for the conversion of existing properties to preserve their historic integrity and extend their economic life by allowing owners to justify expenditures for repairs and modernization.
 4. **Subdistrict D.** Subdistrict D, generally located from Mt. Vernon Street to Grand Street, is intended to be a mixed residential corridor. This subdistrict is intended to accommodate reinvestment in existing homes and new development of higher density housing types that blend seamlessly with existing nearby residences.
 5. **Subdistrict E.** Subdistrict E, generally surrounding the intersections of Grant Avenue and Grand Street and Grant Avenue and Catalpa Street, is intended to accommodate local-serving, mixed use neighborhood centers that benefit from traffic along Grand Street and the connection of Fassnight Park at Catalpa Street. New development in this subdistrict should complement the entrance to Fassnight Park and connect to the Fassnight Creek Greenway trail.
 6. **Subdistrict F.** Subdistrict F, generally located along Grant Avenue at Delmar Street and Loren Street and along Catalpa Street west of Grant Avenue, is intended to accommodate higher density development to support the adjacent neighborhood retail nodes.

- (4) **Figures.** Figures are included in this Division to clarify written text. In the case of conflict between the figures and written text within this Division, the written text shall govern.
- (5) **Definitions.** The definitions included in **Table 36-486(5) Definitions** shall be utilized in the interpretation of this Division. If a term is utilized in this Division and is not defined in **Table 36-486(5) Definitions**, the definitions included in Division 2 of Article III of The City's Land Development Code shall be utilized.

Table 36-486(5) Definitions	
Term	Definition
<i>Artisan Manufacturing</i>	Small-scale businesses that produce artisan goods such as artisan leather, glass, wood, paper, ceramic, textile, or yarn products; specialty foods; or baked goods, primarily for direct sales to consumers. This land use includes the design, processing, fabrication, assembly, treatment, and packaging of products as well as the incidental storage, sales, and distribution of such products.
<i>City of Springfield Grant Avenue Parkway Corridor Plan</i>	A plan formally adopted by the City of Springfield City Council that defines the City's land use goals within the Grant Avenue Parkway Corridor.
<i>Department</i>	The Planning and Development Department of the City of Springfield, Missouri.
<i>Farm Product</i>	Any of the following in its raw or natural state: any agricultural, horticultural, viticultural, or vegetable product of the soil; poultry products; livestock products; and apiary products. "Farm product" does not include any livestock, poultry, fish, or shellfish.
<i>Farm Product, Value Added</i>	A farm product that has been changed from its natural state to an item in a different form through canning, drying, freezing, preserving, fermenting, compounding, processing, packing, or a similar alteration, so as to increase the value of the farm product.
<i>Farm Stand</i>	An area accessory to a residential garden that is used to sell farm products and value-added farm products.
<i>Food Truck</i>	A mobile vehicle, trailer, or pushcart operated to sell food or beverages with or without food preparation or cooking. Examples include mobile food establishments, mobile retail food establishments, and mobile pushcarts.
<i>Grant Avenue District</i>	A district created by the City of Springfield to regulate land use within the Grant Avenue Parkway Corridor of the City.
<i>General Office, Conversion</i>	A general office use located in a structure constructed prior to 1930 as a single-family dwelling unit.
<i>Non-Agricultural Item</i>	Any item offered for sale other than farm products and value-added farm products.
<i>Restaurant, Delivery/Carry-out only</i>	An establishment that by the design of its physical facilities or service or packaging procedures permits or encourages the purchase of prepared, ready-to-eat foods intended to be consumed off the premises.
<i>Seasonal Sales</i>	Christmas tree, pumpkins, and similar, temporary (typically recurring on an annual basis) sales for a period not to exceed thirty (30) days.
<i>Sign, Awning or Canopy</i>	A sign that is mounted, painted, or attached to an awning or canopy. This includes any projecting canvas or other material over a structural framework used for a small amount of shelter or shade on a facade that has signage displayed on the visible surface.
<i>Sign, Banner</i>	A temporary sign which is not attached to a permanently mounted backing. Banner signs may be ground-mounted or wall-mounted.
<i>Sign, Billboard</i>	Any sign that displays sign copy based on a temporary lease or rental agreement between the sign owner/operator and the sign copy content creator or owner.

Table 36-486(5) Definitions

Term	Definition
<i>Sign, Box</i>	A sign which includes a frame or box-like external structure which encloses the functional elements of the sign, including internal illumination, where the sign content is affixed on a face or panel.
<i>Sign, Electronic Message Board</i>	A sign or portion thereof designed to accommodate frequent message changes composed of characters, letters, or illustrations that can be changed or rearranged electronically without altering the face or surface of such sign.
<i>Sign, Feather</i>	A flexible or rigid pole to which one side of a flexible fabric, generally in the shape of a feather or similar shape, is attached, and upon which temporary sign copy is displayed. Such banners are also known and sold under names that include, but are not limited to, "quill sign," "banana banner," "blade banner," "flutter banner," "flutter flag," "bowflag," "teardrop banners," and others. The definition includes functionally similar display devices.
<i>Sign, Monument.</i>	A freestanding sign, other than a pole/pylon sign, with a support structure that is wider than the sign face.
<i>Sign, Moving, Rotating, or Animated.</i>	Any sign or part of a sign that changes physical position by any movement or rotation or that gives the visual impression of such movement by use of lighting, or that exhibits intermittent or sequential flashing of natural or artificial light or color effects by any means whatsoever.
<i>Sign, Nonconforming</i>	Any sign that does not meet the standards for area, height, setbacks, illumination, or other standards for the sign types in the governing zoning district but existed prior to the adoption of the regulation to which it does not conform.
<i>Sign, Off-Premises</i>	A sign that constitutes a principal, separate, or secondary use, as opposed to an accessory use, of the parcel on which it is located.
<i>Sign, On-Site Traffic Directional</i>	A sign on a lot that directs the movement or placement of pedestrian or vehicular traffic in order to protect the public health, safety, and welfare.
<i>Sign, Permanent</i>	A sign constructed of durable materials and intended to exist for the duration of time that the use or occupant is located on the premises.
<i>Sign, Post</i>	A freestanding, moveable sign affixed to the ground with one (1) or no more than two (2) wood stakes or poles with an arm from which the sign hangs.
<i>Sign, Prohibited</i>	Any sign type expressly disallowed under Division 7 of the City of Springfield Zoning Regulations.
<i>Sign, Projecting</i>	A sign, other than a wall sign which is attached to and projects more than one (1) foot, generally perpendicular from a structure or building face.
<i>Sign, Pylon or Pole</i>	A freestanding sign, other than a monument sign, with a support structure that is narrower than the sign face.
<i>Sign, Sidewalk</i>	A type of portable sign that is intended to be placed on a hard surface, most commonly a sidewalk. These signs include A-frame signs, signs that are suspended from the top member of an A-frame, signs with weighted bases, and comparable signs.
<i>Sign, Snipe</i>	An off-premises sign that is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, or other objects.
<i>Sign, Temporary</i>	A sign displayed for a certain short period of time. If a sign display area is permanent but the message displayed is subject to periodic changes, that sign shall not be considered as temporary.
<i>Sign, Wall</i>	A sign mounted parallel to a building facade or other vertical building surface.

Table 36-486(5) Definitions

Term	Definition
<i>Sign, Window</i>	A sign which is applied or attached to the exterior of a window, or applied to, attached to, or located within one foot (1') of the interior of a window, which can be seen through the window from the exterior of the structure.
<i>Sign, Yard</i>	A temporary portable sign constructed of paper, vinyl, plastic, wood, metal, or other comparable material, and designed or intended to be displayed for a short period of time.
<i>Solar Energy Collection System, Canopy</i>	A solar energy collection system consisting of elevated solar panels installed above parking lots, carports, and other paved areas.
<i>Solar Energy Collection System, Roof Mounted</i>	A solar energy collection system that is structurally mounted to the roof of a building or other permitted structure. It is typically installed parallel to the roof with a gap of several inches.
<i>Title Loan/Short-Term Lending</i>	An establishment that provides to the customer an amount of money that is equal to the face value of the check, warrant, draft, money order, or other commercial paper securing the same purpose, or the amount specified in the written authorization for an electronic transfer of money, less any fee charged for the transaction, whereby the check casher refrains from depositing a personal check written by a customer until a specific date. Such establishments may also engage in money transfers, payday advances, and issuance of money orders. This use shall not include a state or federally chartered bank, savings association, credit union, industrial loan association, or rental-purchase company and shall not include a retail seller engaged primarily in the business of selling consumer goods, including consumables, to retail buyers that cash checks or issue money orders for a nominal flat fee as a service to customers incidental to the main use of the establishment.
<i>Use Specific Standards</i>	A series of requirements formally codified within the City of Springfield Zoning Regulations that define parameters for a land use regulated under the Zoning Regulations.

(6) **Site Plan Review Process.**

- (a) **Applicability.** Development within the GAP District shall be required to certify compliance with all applicable provisions of this Division through the Site Plan Review process established in Section 36-360.
- (b) **Submittal Requirements.** In addition to the submittal requirements detailed in Section 36-360 the applicant shall be required to submit a building elevation plan showing the height, façade design, exterior building materials, signage, and window specifications for all proposed buildings.
- (c) **Review Criteria.** In addition to the review criteria detailed in Section 36-360 alignment with the Grant Avenue Parkway Corridor Plan shall be considered in the site plan review process.

36-487. Bulk Standards

Table 36-487. Bulk Standards addresses the requirements applicable to development of a lot per subdistrict.

Table 36-487 GAP District Bulk Standards						
Standard	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Lot Standards						
Lot Area	n/a	n/a	n/a	n/a	n/a	n/a
Lot Width	n/a	n/a	n/a	n/a	n/a	n/a
Yard Setbacks (Figures 1 and 2)						
Front, minimum (ft)	0	15 ¹	0	15	10	15
Front, maximum (ft)	10	25 ¹	10	25	20	25
Exterior Side, minimum (ft)	0	15 ¹	0	15	10	15
Exterior Side, maximum (ft)	10	25 ¹	10	25	20	25
Interior Side, minimum (ft)	6 ²	6 ²	6 ²	6 ²	6 ²	6 ²
Rear, minimum (ft)	n/a	n/a	n/a	n/a	n/a	n/a
Building Standards						
Height, minimum (stories)	3	3	2	2	3	3
Height, maximum (stories)	n/a	4	3	3	4	4
Notes						
1. The setback of new development shall align with the setback of existing development in the subdistrict that is closest to the public right-of-way.						
2. If party-wall exists, 0' minimum shall be permitted.						

Figure 1: Required Yards

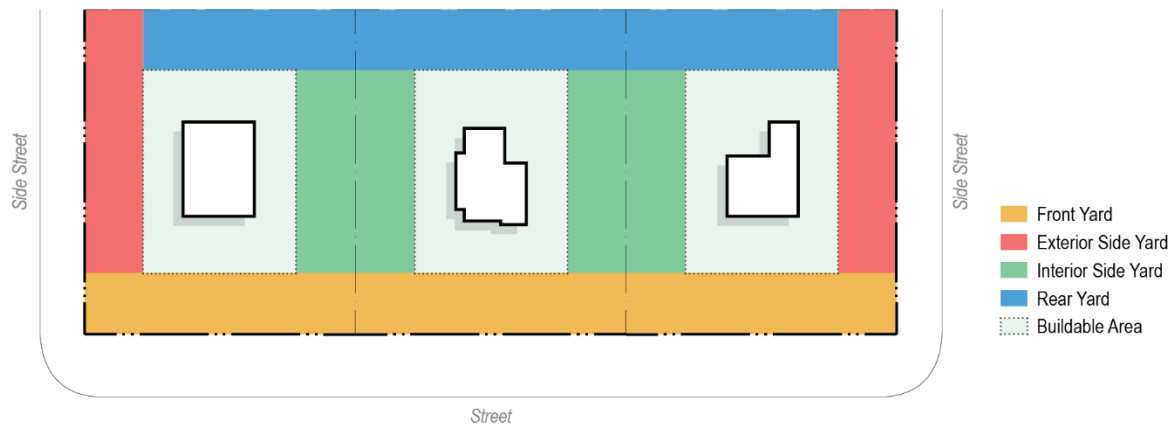
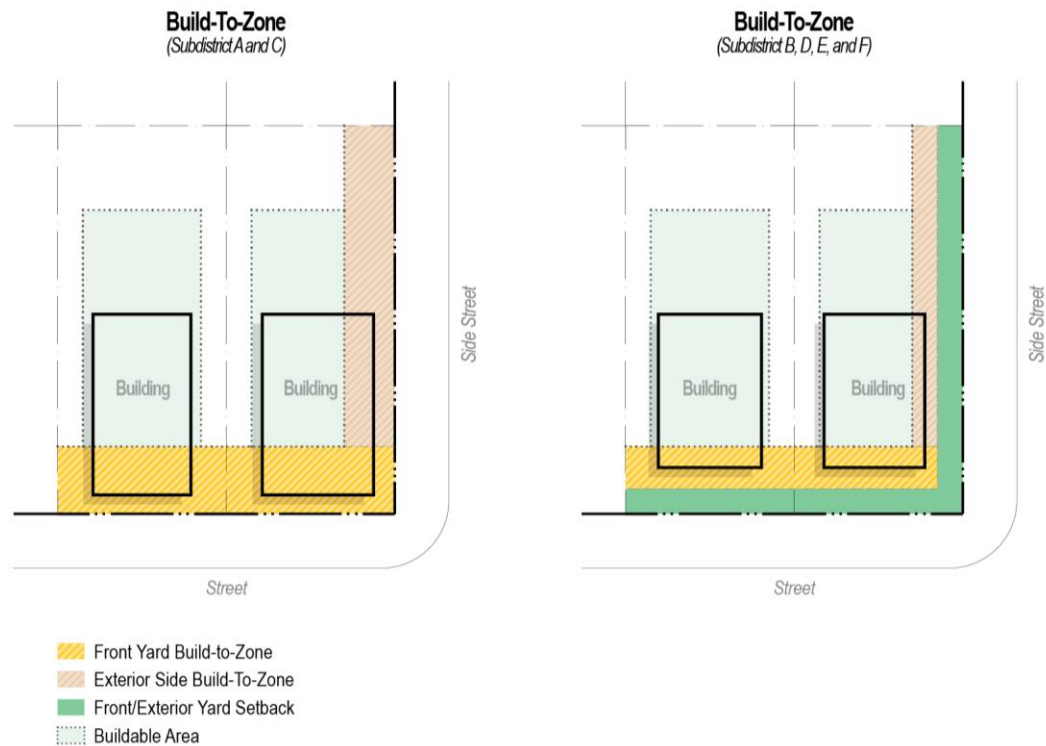


Figure 2: Build-To-Zones



36-488. Permitted and Conditional Uses

The following key is to be used in the interpretation of **Table 36-488. Permitted and Conditional Uses** below.

- (1) **Permitted Uses.** Uses which are marked as “P” in the table shall be allowed subject to all applicable regulations of this Article.
- (2) **Conditional Uses.** Uses which are marked as “C” in the table shall be allowed upon the approval of a Conditional Use Permit as detailed in Section 36-363.
- (3) **Prohibited Uses.** A blank space in the table indicates that a use type is not allowed in the respective subdistrict.
- (4) **Uses Not Listed.** If a proposed use is not listed in the tables, the Administrative Review Committee shall determine if the use is substantially similar to a use listed in the tables. If it is, they shall treat the use in the same manner as the substantially similar use. If not, the use shall be regarded as prohibited.
- (5) **Additional Regulation.** If uses have use specific standards they are referenced in this column. Use specific standards shall apply to permitted and conditional uses. Where use specific standards conflict with district specific standards, the district specific standards shall be followed.

Table 36-488. GAP District Permitted and Conditional Uses							
Use	Additional Regulation	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Residential Uses							
Dwelling, Live Work	36-489(1)		P	P	P		
Dwelling, Multifamily			C	C	P		P
Dwelling, Multifamily above ground floor as a part of mixed use		P	P	P		P	P
Dwelling, Multifamily conversion	36-489(2)		P	P	P		
Dwelling, Single-Family Attached			P	P	P		
Dwelling, Single-Family Detached existing	36-489(3)		P	P	P		
Dwelling, Single-Family Detached new development				C	P		
Group Home		P	P	P	P	P	P
Lodging Uses							
Bed and Breakfast	36-489(4)		P	P	P		
Hotel	36-489(5)	P	P	P		C	C
Short-Term Rental Type 1	36-473				P		
Short-Term Rental Type 2	36-473				P		
Short-Term Rental Type 3	36-473	P	P	P		P	P
Commercial Retail & Entertainment Uses							
Adult Oriented Uses							
Entertainment Oriented Use Group, less than 10,000 sqft		P	P	P		P	
Entertainment Oriented Use Group, greater than 10,000 sqft		C	C				
General Retail Use Group, less than 10,000 sqft		P	P	P		P	P
General Retail Use Group, greater than 10,000 sqft		C	C				
Medical Marijuana Dispensary Facility	36-474	P	P	P		P	P
Package Liquor							

Table 36-488. GAP District Permitted and Conditional Uses							
Use	Additional Regulation	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Pawn Shop							
<i>Commercial Service & Office Uses</i>							
Daycare				P			
Personal Service Use Group, less than 10,000 sqft		P	P	P		P	
Personal Service Use Group, greater than 10,000 sqft		C	C				
Medical / Dental Office		P	P	P		P	P
General Office		C	C	C		C	P
General Office, above ground floor as a part of mixed use		P	P	P		P	
General Office, conversion	36-489(6)		P	P	P		
Title Loan / Short Term Lending							
<i>Eating & Drinking Uses</i>							
Restaurant / Bar / Brewpub		P	P	P		P	P
Restaurant, Delivery / Carry Out Only		P	P				
<i>Vehicle Oriented Uses</i>							
Autobody Repair / Service Station							
Car Sales / Rental							
Car Wash							
Gas Station							
Commercial Off-Street Parking Lots	36-489(7)	P					
Commercial Off-Street Parking Structures above ground floor as a part of mixed use		P					
<i>Industrial Uses</i>							
Artisan Manufacturing	36-489(8)	P	P	P		P	P
Brewery / Winery / Distillery		P					
Medical Marijuana Cultivation Facility	36-474	P					
Medical Marijuana Infused Product Manufacturing Type 2 Post Extraction Facility	36-474	P					
Medical Marijuana Testing Facilities	36-474	P					
Personal Storage							
<i>Accessory Uses</i>							
Accessory Structures and Uses	36-450	P	P	P	P	P	P
Home Occupations		P	P	P	P	P	P
Outdoor Display / Sale of Merchandise, Permanent							
Outdoor Storage							
Solar Energy Collection System, canopy	36-489(9)	P	P	P	P	P	P
Solar Energy Collection System, roof	36-489(10)	P	P	P	P	P	P
<i>Temporary Uses</i>							
Farm Stand	36-489(11)				P		
Farmers Market		P	P	P		P	P
Food Truck		P	P	P		P	P

Table 36-488. GAP District Permitted and Conditional Uses

Use	Additional Regulation	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Outdoor Display / Sale of Merchandise, Temporary		P	P	P		P	P
Seasonal Sales		C	C	C		C	C

36-489. Use Specific Standards

(1) Dwelling, Live Work.

- (a) **Occupancy.** A live work unit shall be occupied and used only by the operator of the business within the unit, or a household of which at least one (1) member shall be the business operator.
- (b) **Sale or Rental of Portions of Unit.** No portion of a live work unit may be separately rented or sold as a commercial space for any person not living in the unit or as a residential space for any person not working in the same unit.
- (c) **Nonresident Employees.** Up to two (2) persons who do not reside in the live work unit may work in the unit. The employment of three (3) or more persons who do not reside in the live work unit may be permitted subject to Conditional Use Permit approval, based on additional findings that the employment will not adversely affect traffic and parking conditions in the site vicinity. The employment of any persons who do not reside in the live work unit shall comply with all applicable Building Code requirements.

(2) Dwelling, Multifamily Conversion.

- (a) **Applicability.** Single-family dwellings built prior to 1930 may be converted to three (3) or more units in accordance with the standards set forth below. The units shall be located only in the existing structure, additions shall not be built to provide units.
- (b) **Size.** Each residential unit shall be a minimum of eight hundred (800) square feet. Smaller units may be approved as a Conditional Use.
- (c) **Location of Entrances.** Only one (1) entrance shall be located on the front façade of the structure. The front façade of the structure shall face Grant Avenue.
- (d) **Exterior Alterations.** No exterior alterations that would change the single-family character of the dwelling, other than those necessary to ensure the safety of the structure, shall be made.
- (e) **Driveways.** Each dwelling unit shall be served by one (1) common driveway connecting all units to a public road, vehicular cross access drive, or alley.

- (3) **Dwelling, Single-Family Detached Existing.** If a single-family detached dwelling that exists prior to the date of adoption of this Division is destroyed by a natural hazard outside of human control, it may be rebuilt within eighteen (18) months of the incident. After eighteen (18) months, the lot shall be developed in a manner which complies to the standards of this Division.

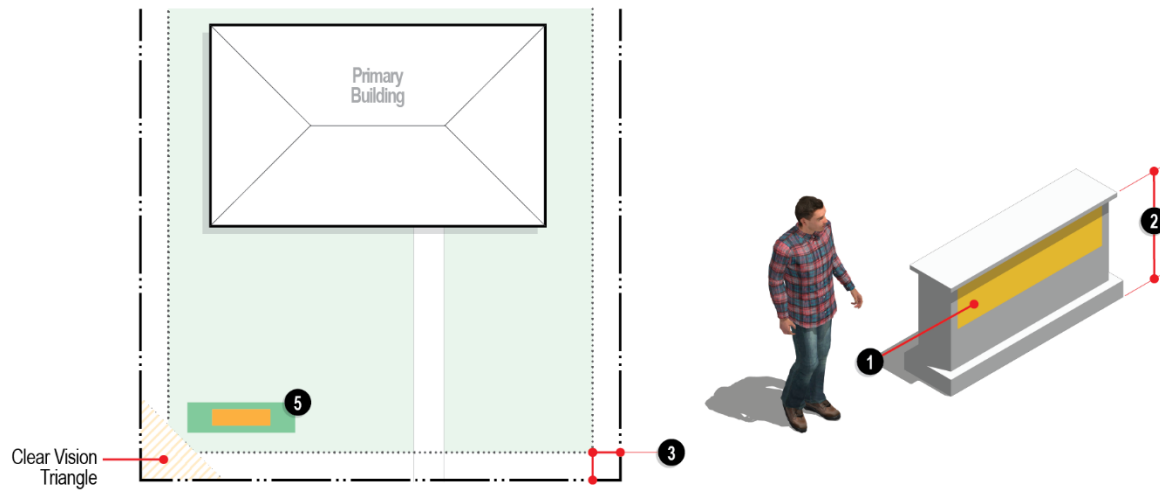
(4) Bed and Breakfast.

- (a) **Applicability.** Single-family dwellings built prior to 1930 may be converted to bed and breakfast establishments in accordance with the standards set forth below. The bed and breakfast establishment shall only be located in the

existing structure. Additions shall not be built to provide bed and breakfast rooms, and a new structure shall not be built expressly for a bed and breakfast.

- (b) **Location of Entrances.** Only one (1) entrance shall be located on the front façade of the structure. The front façade of the structure shall face Grant Avenue.
- (c) **Guest Rooms.** There shall be a maximum of five (5) guest rooms in the bed and breakfast.
- (d) **Exterior Alterations.** No exterior alterations that would change the single-family character of the bed and breakfast, other than those necessary to ensure the safety of the structure, shall be made.
- (e) **Duration of Stay.** Only short-term lodging shall be permitted, no monthly rentals.
- (f) **Signs (Figure 3).** Bed and breakfast establishments shall be permitted one (1) monument sign in accordance with the standards set forth below.
 - 1. **Area.** The monument sign shall not exceed six (6) square feet in area.
 - 2. **Height.** The monument sign shall not exceed four (4) feet in height.
 - 3. **Location.** The monument sign shall be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; shall not be placed on any sidewalk or pedestrian walkway; and shall provide safe sight distance where driveway curb cuts intersect public rights-of-way.
 - 4. **Sign Base.** The base of the monument sign, including all structural components, shall extend horizontally from the sign face a minimum of ten (10) percent and a maximum of twenty-five (25) percent of the width of the sign face. The base of the monument sign shall be constructed from masonry, stone, or similar high-quality materials in keeping with the exterior cladding materials and design of the primary building.
 - 5. **Landscape.** The monument sign shall have a landscape area equal to the area of the sign surrounding the sign base. A minimum of eighty (80) percent of the landscape area shall be planted and maintained with herbaceous perennials and evergreen shrubs.
- (g) **Other Provisions.**
 - 1. There shall be no individual cooking facilities.
 - 2. The operator shall live at the bed and breakfast.
 - 3. A business license shall be obtained annually, and the operator shall verify that the standards established in this Division are still being met.

Figure 3: Bed and Breakfast Monument Signs



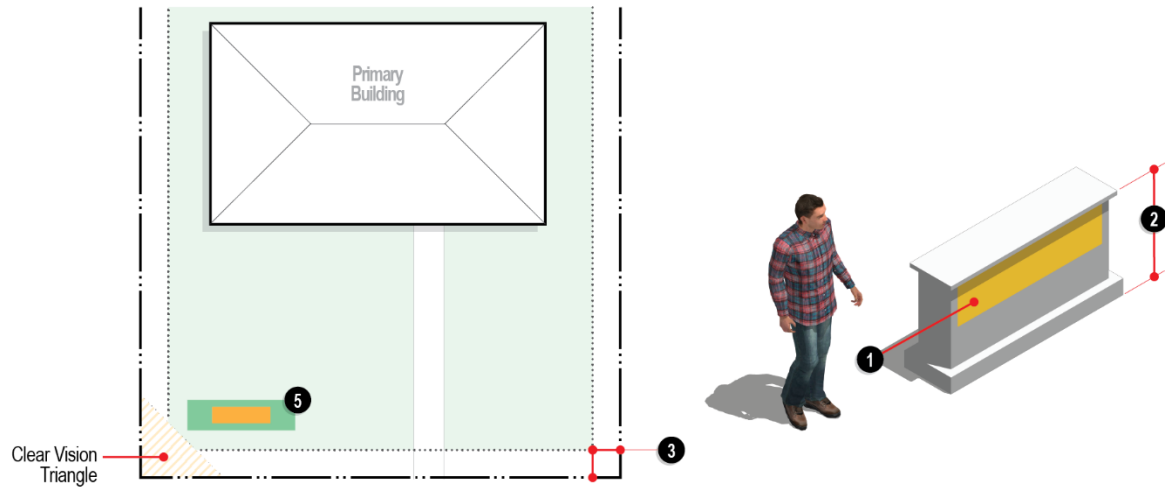
(5) **Hotel.**

- (a) If the facility is managed by a public or non-profit agency to provide short-term housing, with or without a fee, the facility shall not be considered a hotel.
- (b) Bed and Breakfast, boarding house, lodging house, fraternity house and sorority house uses shall not be considered hotels.

(6) **General Office Conversion.**

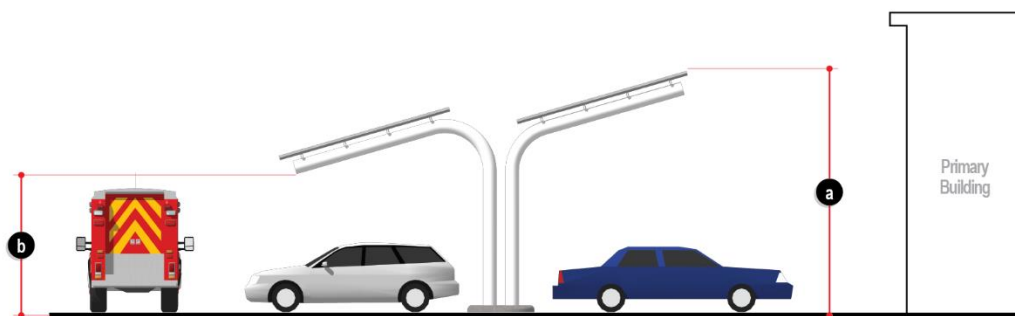
- (a) **Applicability.** Single-family dwellings built prior to 1930 may be converted to general office(s) uses in accordance with the standards set forth below. The office space(s) shall be located only in the existing structure, additions shall not be built to provide office space(s).
- (b) **Location of Entrances.** Only one (1) entrance shall be located on the front façade of the structure. The front façade of the structure shall face Grant Avenue.
- (c) **Exterior Alterations.** No exterior alterations that would change the single-family character of the dwelling, other than those necessary to ensure the safety of the structure, shall be made.
- (d) **Outdoor Storage.** No outdoor storage shall be permitted in conjunction with a general office conversion use.
- (e) **Signs (Figure 4).** General office conversion uses shall be permitted one (1) monument sign in accordance with the standards set forth below.
 - 1. **Area.** The monument sign shall not exceed six (6) square feet in area.
 - 2. **Height.** The monument sign shall not exceed four (4) feet in height.
 - 3. **Location.** The monument sign shall be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; shall not be placed on any sidewalk or pedestrian walkway; and shall not be located in a clearance sight triangle as detailed in Section 36-490(1)(f).
 - 4. **Sign Base.** The base of the monument sign, including all structural components, shall extend horizontally from the sign face a minimum of ten (10) percent and a maximum of twenty-five (25) percent of the width of the sign face. The base of the monument sign shall be constructed from masonry, stone, or similar high-quality materials in keeping with the exterior cladding materials and design of the primary building.
 - 5. **Landscape.** The monument sign shall have a landscape area equal to the area of the sign surrounding the sign base. A minimum of eighty (80) percent of the landscape area shall be planted and maintained with herbaceous perennials and evergreen shrubs.

Figure 4: General Office Conversion Monument Sign



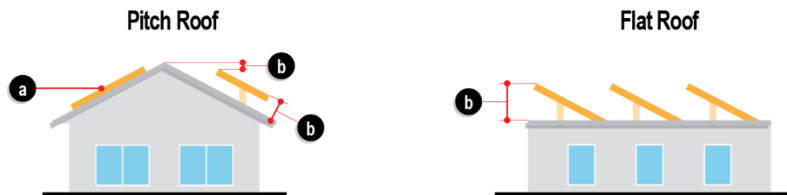
- (7) **Commercial Off-Street Parking Lots.** Commercial off-street parking lots shall provide all of the landscape required in Section 36-492 as well as the screening and landscape elements detailed below in areas adjacent to public rights-of-way, excluding alleys:
- (a) A fully opaque wall or fence with a height of four (4) feet shall be used in conjunction with required Parking Lot Perimeter Area landscaping. Plant materials shall be installed between the sidewalk and the wall or fence to provide a softening effect.
 - (b) Four (4) understory trees shall be planted for every one-hundred (100) lineal feet of right-of-way adjacent frontage, excluding alley rights-of-way, and shall be clustered at points of pedestrian ingress and egress.
 - (c) Points of pedestrian ingress and egress shall be provided outside of vehicular curb cuts.
 - (d) Screening standards established above shall be provided to the greatest extent possible, so as to provide safe site distance where driveway access intersect public rights-of-way.
- (8) **Artisan Manufacturing.**
- (a) Gross floor area shall not exceed ten thousand (10,000) square feet unless approved as a Conditional Use.
 - (b) Outdoor storage and / or outdoor operations or activities shall be prohibited.
 - (c) Retail sales of goods manufactured on-site shall be required and shall comprise a minimum of fifteen (15) percent of the total area of the building. Retail sales areas shall be located on the ground floor and shall be directly adjacent to storefront windows.
- (9) **Solar Energy Collection System, Canopy (Figure 5).**
- (a) The height of canopy solar energy collection systems shall not exceed the height of the primary building that the parking area serves.
 - (b) The minimum height of solar energy collection systems shall allow clearance for emergency and service vehicles.

Figure 5: Solar Energy Collection System, Canopy



(10) **Solar Energy Collection System, Roof Mounted (Figure 6).**

- (a) Roof mounted solar energy collection systems may be located on any roof face of principal or accessory buildings.
- (b) Systems should be flush mounted when possible. Systems on residential structures shall not extend beyond twelve (12) inches parallel to the roof surface of a pitched roof or flat roof. Systems on nonresidential structures shall not extend beyond thirty-six (36) inches parallel to the roof surface of a pitched roof or flat roof. Systems on all structures shall not extend above the highest peak of a pitched roof.
 - 1. Height is measured from the roof surface on which the system is mounted to the highest edge of the system.
- (c) All materials used for racking, mounting, mounting clamps, and flashings shall be of a color consistent with the color of the roof surface to minimize visibility.

Figure 6: Solar Energy Collection System, Roof Mounted(11) **Farm Stand.**

- (a) **Farm Products Sold.** Goods sold at a farm stand shall be farm products or value-added farm products grown and/or processed on the parcel on which the farm stand shall be located only. The sale of non-agricultural items or products produced off site shall be prohibited.
- (b) **Farm Stand Structure.** Any structure associated with a farm stand shall:
 - 1. Not occupy greater than one hundred (100) square feet in floor area.
 - 2. Not exceed eight (8) feet in height.
 - 3. Comply with all required setbacks of the primary building.
 - 4. Be removed from display during the time period outside of the established hours of operation as detailed in (c) below.
- (c) **Hours of Operation.** A farm stand may be in operation between the hours of 7:00 AM and 7:00 PM only.
- (d) **Signs.** No signs, other than signs otherwise permitted for single-family uses as detailed in Table 36-494(3), shall be permitted.

36-490. Building Orientation, Siting, and Design

(1) All Uses.

(a) Building Type.

1. In Subdistrict E, all new development shall utilize a mixed use building type. A mixed use building type is a multi-story building which accommodates nonresidential uses on the ground floor and residential or nonresidential uses on upper floors.
2. In Subdistrict F, all new development shall utilize a mixed use or multifamily building type. A mixed use building type is as characterized in Subsection 1 above. A multifamily building type is a building with multiple dwelling units that are vertically arranged and accessed by shared/common entrances.

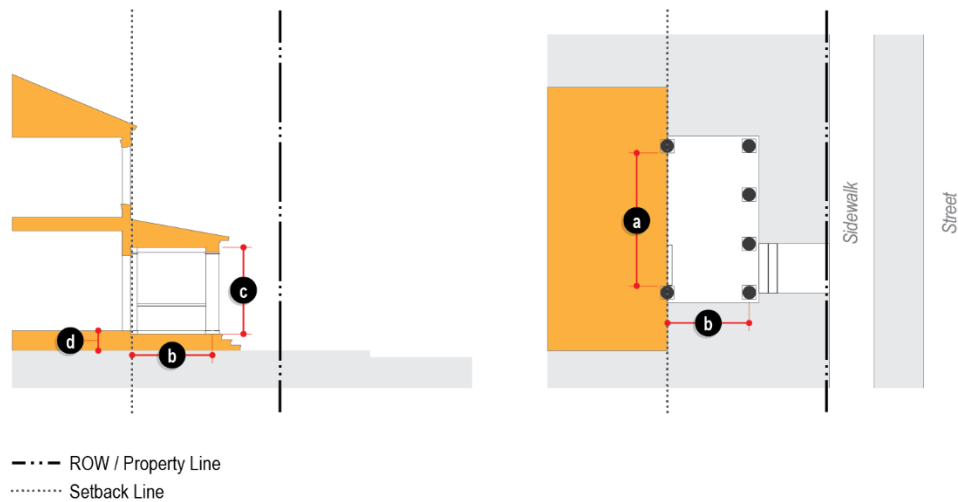
(b) **Building Orientation.** The primary building entrance(s) of all development on lots with a property line fronting Grant Avenue shall be oriented towards Grant Avenue. If the lot does not front on to Grant Avenue, the primary building entrance shall be oriented towards the primary street to which the lot is adjacent.

(c) **Frontage Types.** The primary façade of all development shall meet the standards of one (1) of the frontage types allowed in the applicable Subdistrict as detailed in **Table 36-490(1)(c): Frontage Types by Subdistrict.**

Frontage Type	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Projecting Porch		•		•		•
Engaged Porch		•	•	•		•
Integral Porch	•	•	•	•	•	•
Balcony	•	•	•	•	•	•
Forecourt		•	•		•	•
Shopfront	•	•	•		•	•

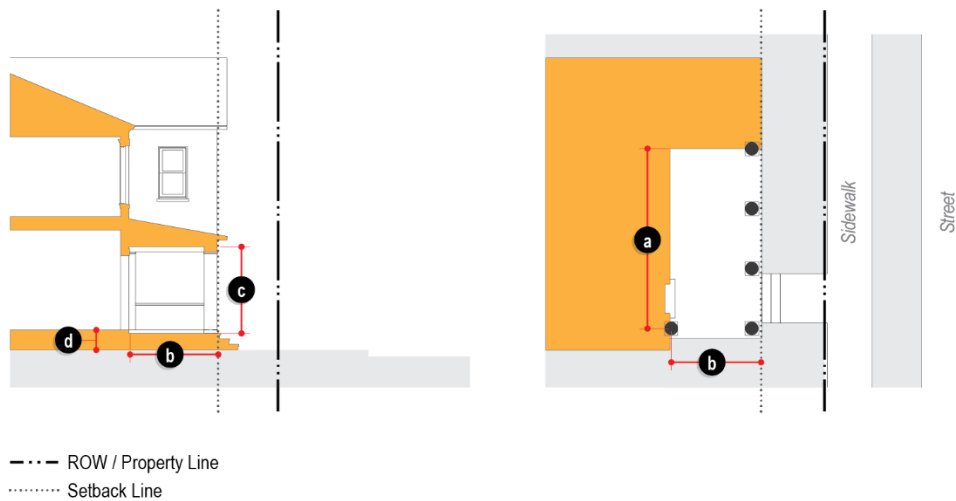
1. **Projecting Porch (Figure 7).** The primary façade of the building is sufficiently setback from the property line to accommodate the projecting porch within the front yard build-to-zone. The resulting front yard may or may not be defined by a fence or hedge to spatially maintain the edge of the street. The projecting porch is open on three (3) sides and has a roof form that is separate from the main house. A projecting porch shall encroach into the front yard build-to-zone. The following minimum standards shall apply to projecting porches.
 - a. **Width.** Ten (10) feet
 - b. **Depth.** Eight (8) feet
 - c. **Height.** Eight (8) feet
 - d. **Finish Level Above Sidewalk.** Eighteen (18) inches

Figure 7: Projecting Porch Frontage Type



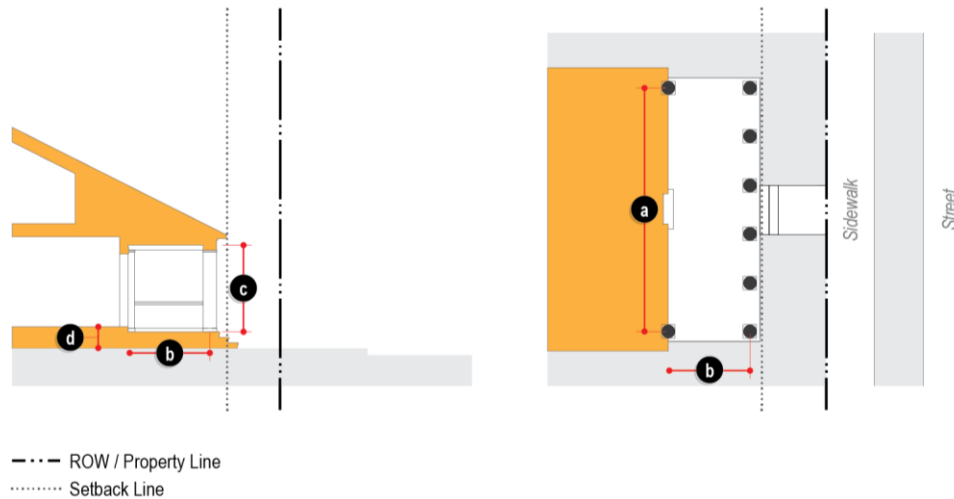
2. **Engaged Porch (Figure 8).** The primary façade of the building is built to the minimum front yard setback, or is located a minimum of ten (10) feet from the property line, whichever is more. The resulting front yard may or may not be defined by a fence or hedge to spatially maintain the edge of the street. The porch is partially or fully enclosed on two (2) sides and has a roof. An engaged porch may not encroach into the required front yard. The following minimum standards shall apply to engaged porches.
- Width.** Ten (10) feet
 - Depth.** Eight (8) feet
 - Height.** Eight (8) feet
 - Finish Level Above Sidewalk.** Eighteen (18) inches

Figure 8: Engaged Porch Frontage Type



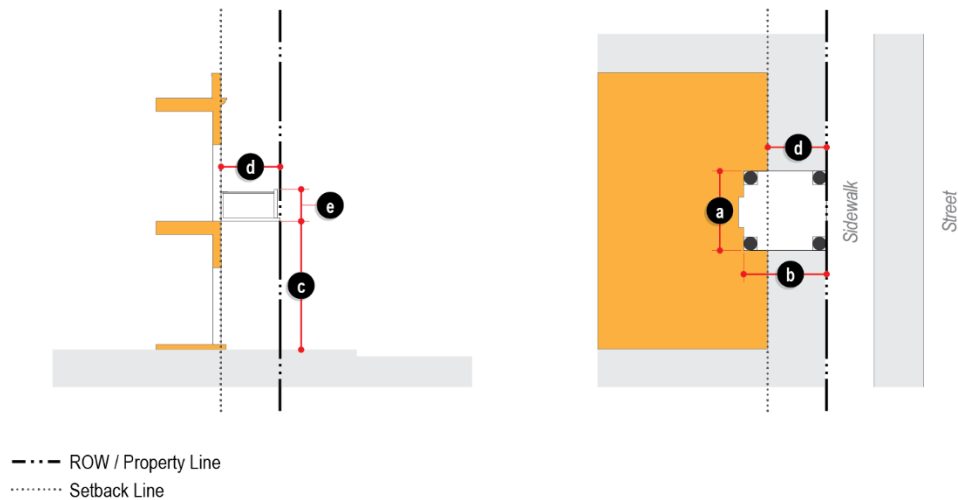
3. **Integral Porch (Figure 9).** The primary façade of the building is built to the minimum front yard setback, or is located a minimum of ten (10) feet from the property line, whichever is more. The resulting front yard may or may not be defined by a fence or hedge to spatially maintain the edge of the street. An integral porch is part of the overall massing and roof form of a building. It is not possible to remove an integral porch without major changes to the overall roof form. An integral porch may not encroach into the required front yard. The following minimum standards shall apply to integral porches.
- Width.** Eight (8) feet
 - Depth.** Eight (8) feet
 - Height.** Eight (8) feet
 - Finish Level Above Sidewalk.** Eighteen (18) inches

Figure 9: Integral Porch Frontage Type



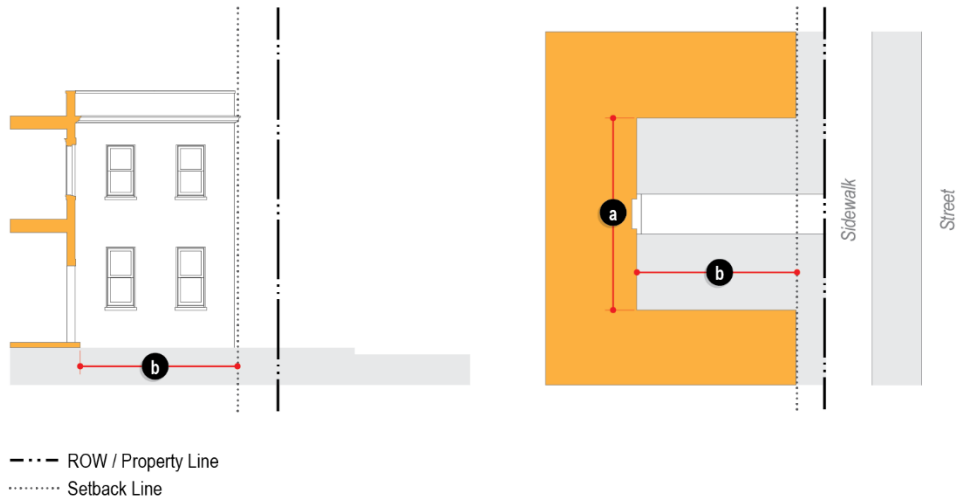
4. **Balcony (Figure 10).** The primary facing façade of the building is set back a minimum of eight (8) feet if balconies are to project and may be at the property line if balconies are to be recessed. Projecting and recessed balconies must remain open on all sides except those along an exterior wall to which the balcony is attached. Projecting and recessed balconies must be fully supported by the building, with no posts extending to the ground. The following standards shall apply to balconies and shall be considered minimum requirements unless otherwise stated.
- a. **Width.** Four (4) feet
 - b. **Depth.** Four (4) feet
 - c. **Vertical Clearance.** Eight (8) feet
 - d. **Projection from Building Façade.** Eight (8) feet, maximum
 - e. **Railing Height.** Five (5) feet, maximum

Figure 10: Balcony Frontage Type



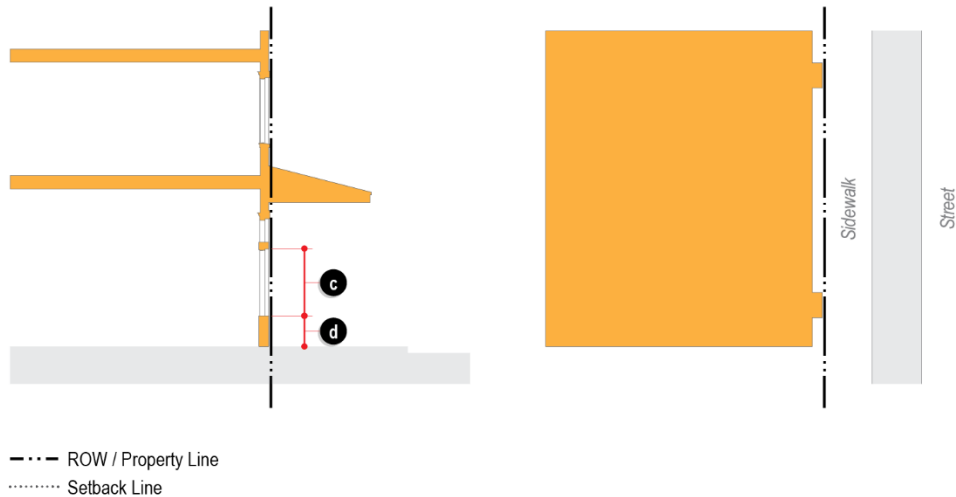
5. **Forecourt (Figure 11).** A portion of the primary façade of the building is at the property line and a small percentage is set back, creating a small court space. The space could be used as an entry court or shared garden space for multifamily buildings, or as an outdoor dining, plaza, or public gathering area for nonresidential uses. The proportions and orientation of these spaces should be carefully considered for solar orientation and user comfort. The following minimum standards shall apply to forecourts.
- a. **Width.** Twelve (12) feet
 - b. **Depth.** Twelve (12) feet

Figure 11: Forecourt Frontage Type



6. **Shopfront (Figure 12).** The primary façade of the building is at the property line with an at-grade entrance either at the property line or recessed to allow the main entrance to swing outwards without obstructing the sidewalk. A canopy or awning element is encouraged to project over the sidewalk along the majority of the frontage. Accordion-style windows/doors or other operable windows that allow the space to open to the street are encouraged. The following standards shall apply to shopfronts and shall be considered minimum requirements unless otherwise stated.
- Window Area.** Sixteen (16) square feet
 - Window Width.** Three (3) feet
 - Window Height.** Four (4) feet
 - Sill Height.** Three (3) feet, maximum
 - Depth of Recessed Entrance.** Five (5) feet, maximum

Figure 12: Shopfront Frontage Type



(d) **Exterior Building Cladding Materials.**

1. Exterior building cladding materials shall be masonry, stone veneer systems, stucco, or other time and weather tested materials approved by the Administrative Review Committee.
2. The ground level must offer pedestrian interest along sidewalks and pedestrian paths through the use of contrasting exterior building cladding materials and elements.
3. In no instance shall the finish of non-natural materials utilized mimic or match the texture of the natural materials utilized.
4. A maximum of three (3) exterior building cladding materials may be used.
5. Vinyl and steel clapboard siding and/or adhered thin veneer exterior building cladding materials shall be prohibited.

(e) **Roof Finishing.**

1. Eaves may expose rafters.
2. Gutters and downspouts may not discharge upon public rights-of-way.

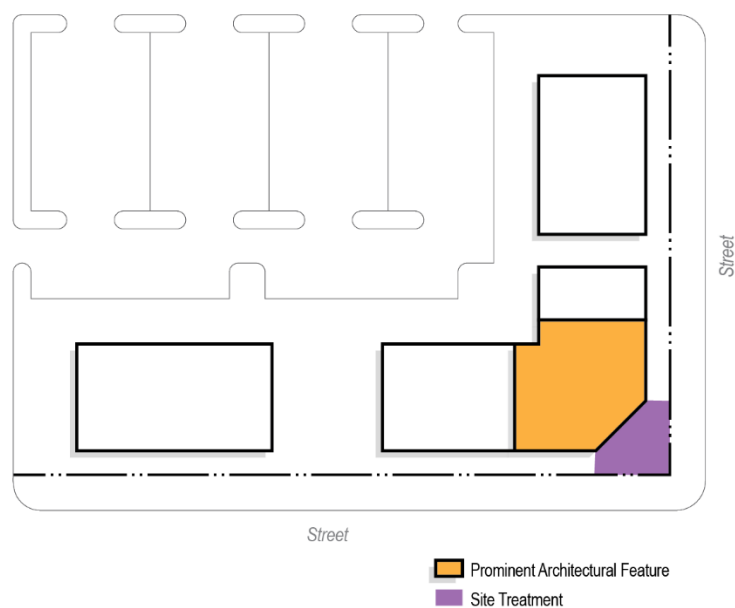
(2) **Single-Family Attached and Detached Uses.**

- (a) **Fences.** Fences shall be allowed on lots with single-family attached and detached uses in accordance with the following standards.
1. **Location.** All fences allowed in this Subsection shall provide safe site distance where driveway curb cuts intersect public rights-of-way.
 2. **Height.**
 - a. Fences in front and/or exterior side yards shall not exceed four (4) feet in height.
 - b. Fences in interior side and/or rear yards shall not exceed six (6) feet in height.
 3. **Materials.** Fences in front yards and/or exterior side yards shall be of non-sight barrier construction and have a maximum opacity of fifty (50) percent. Permitted fence materials in all yards shall be only those materials which are designed and intended for use in fence installations and shall be limited to:
 - a. Vegetation;
 - b. Wood, chemically treated or naturally resistant to decay;
 - c. Wood Composites;
 - d. Aluminum;
 - e. Vinyl/PVC;
 - f. Wrought Iron; and
 - g. As approved by the Administrative Review Committee.

(3) **Multifamily, Mixed Use, and Nonresidential Uses.**

- (a) **Building Siting (Figure 13).** Development located at the corner of two (2) streets shall be sited to connect or anchor the corner with prominent architectural features and site treatments.

Figure 13: Building Siting



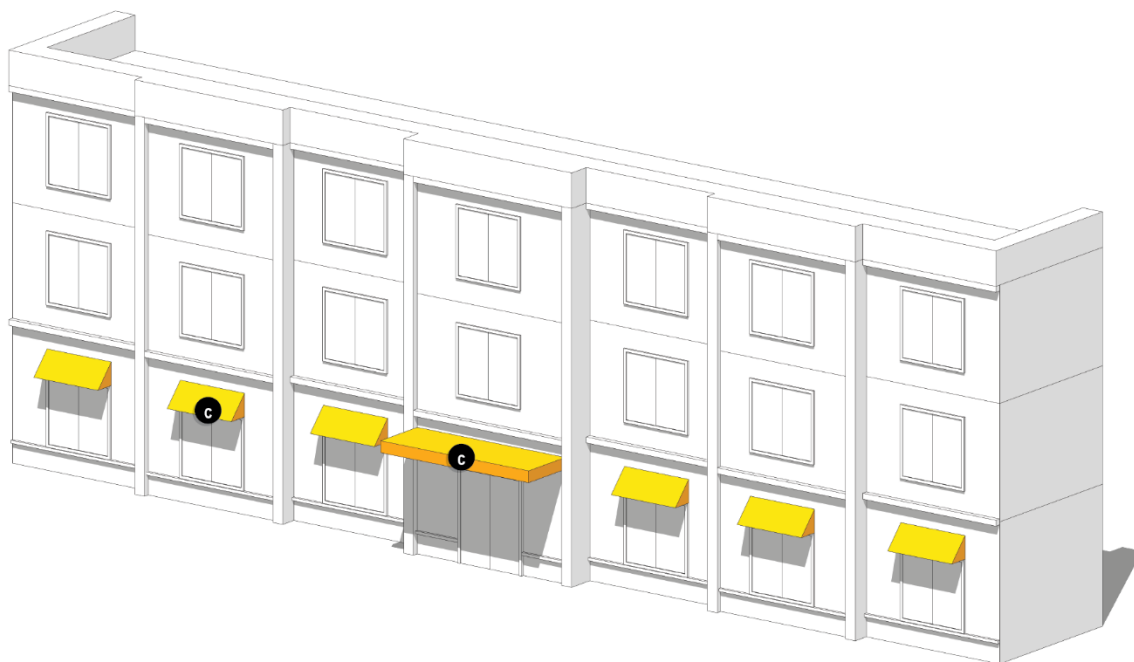
(b) **Transparency (Figure 14).**

1. **Ground Level Transparency.** The ground level of nonresidential or mixed use buildings must offer pedestrian interest along sidewalks and pedestrian paths through the placement of window and doors. Therefore, the first floor of any building façade facing a public right-of-way, with the exception of alleys, shall include transparent, clear glass windows and / or doors arranged so that the uses inside are visible from and / or accessible to the street. Window and / or doors with reflective or tinted glass that impede views into a building shall be prohibited.
2. **All Stories Transparency.** All stories of all building facades facing a public right-of-way, with the exception of alleys, shall include at least (40) percent of the subject facade in windows or doors. The Administrative Review Committee may waive transparency requirements by up to twenty (20) percent for Medical and Dental Office uses.

Figure 14: Transparency

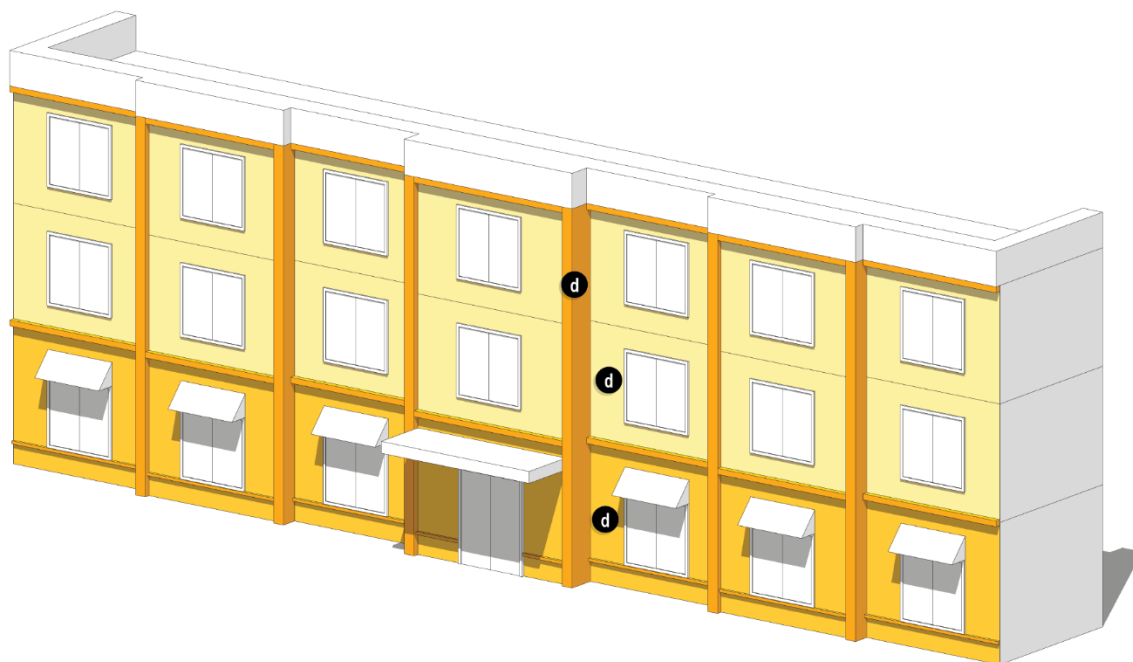
- (c) **Awnings and Canopies (Figure 15).** Building awnings, canopies, or similar weather protection devices are encouraged on the first floor of non-single-family development facing a public right-of-way. If provided, awnings or canopies shall project a minimum of three (3) feet and a maximum of ten (10) feet from the façade.

Figure 15: Awnings and Canopies



- (d) **Articulation (Figure 16).** The ground level must offer pedestrian interest along sidewalks and pedestrian paths that face a public right-of-way, with the exception of alleys, through the use of contrasting elements. Façades shall be articulated with a sense of depth by including design elements that create shadow lines, change color or materials, or incorporate other details that together with required landscaping (Section 36-492) breakdown large expanses of flat, unembellished surfaces.

Figure 2: Articulation



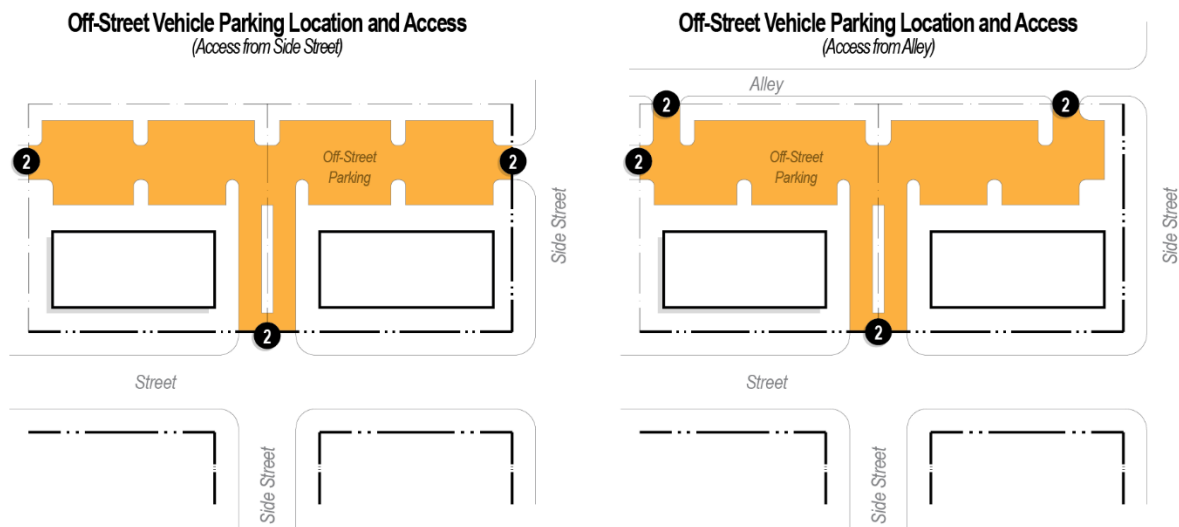
36-491. Off-Street Parking

(1) Off-Street Vehicle Parking Requirements.

- (a) **Subdistrict A.** Off-street vehicle parking shall not be required in Subdistrict A.
- (b) **Subdistricts B, C, D, E, and F.** Off-street vehicle parking for residential, nonresidential, and mixed uses shall be provided in Subdistricts B, C, D, E, and F, as follows:
 1. **Single-Family Attached and Detached.** 1 space / dwelling unit
 2. **Micro-Efficiency Dwelling Unit.** 1 space / dwelling unit
 3. **Efficiency / One-Bedroom Dwelling Unit.** 1.5 spaces / dwelling unit
 4. **Two or More Bedroom Dwelling Unit.** 2 spaces / dwelling unit
 5. **Nonresidential Uses.** Off-street vehicle parking is not required.

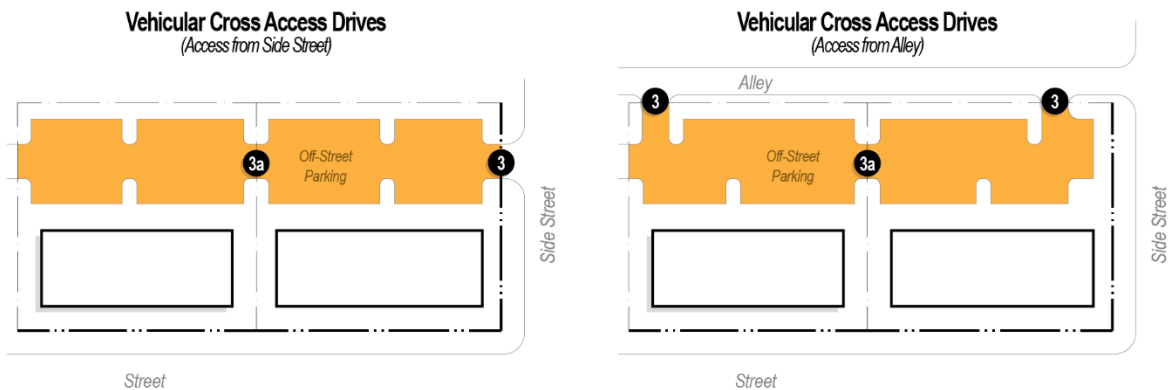
- (2) **Off-Street Vehicle Parking Location and Access (Figure 17).** Parking lots, structures, and / or garages shall be located to the rear of the principal building and accessed from a side street, alley, or access easement. Access points from Grant Avenue shall be permitted only if located directly across from an existing roadway which runs perpendicular to Grant Avenue or if the property has no access to any side street, alley, or access easement.

Figure 37: Off-Street Vehicle Parking Location and Access



- (3) **Vehicular Cross Access Drives (Figure 18).** To facilitate vehicular access between adjoining developments and to minimize access points along Grant Avenue, development in all subdistricts shall comply with the following standards:
- (a) Internal vehicular circulation systems shall be designed to allow for vehicular cross-access between the development's vehicle parking facilities and vehicle parking facilities in an adjoining non-single-family development, or to the boundary of adjoining vacant land.
 - (b) Required vehicular cross access between the adjoining lots shall be provided through the use of a single two-way maneuvering lane or two one-way maneuvering lanes that are sufficiently wide to accommodate traffic by automobiles, service vehicles, loading vehicles, and emergency vehicles.
 - (c) The Administrative Review Committee may waive or modify the requirement for vehicular cross access on determining that such cross access is impractical or undesirable because it would require crossing a significant physical barrier or environmentally sensitive area or would create unsafe conditions.
 - (d) Easements allowing cross access to and from properties served by a vehicular cross-access drives, along with agreements defining maintenance responsibilities of property owners, shall be recorded with the Register of Deeds for the county in which the properties are located before issuance of a Building Permit for the development.

Figure 4: Vehicular Cross Access Drives



(4) Pedestrian Walkways.

- (a) ADA accessible pedestrian walkways shall be provided from the perimeter public sidewalk to the primary building entrance and from the parking lot to the primary building entrance and shall be along direct routes that do not require significant out-of-direction travel.
- (b) ADA accessible pedestrian walkways must be distinguished from driving surfaces through the use of raised curbs or contrasting materials to enhance pedestrian safety. Examples of acceptable contrasting materials include, but are not limited to stamped asphalt, special pavers, bricks, or scored concrete.

(5) Bicycle Parking (Figure 19).**(a) Location.**

- 1. Required bicycle parking shall be provided on the same lot as the use for which it is intended to serve.
- 2. Bicycle parking shall be sited within fifty (50) feet of a building entrance. If provided indoors, bicycle parking shall be located within a common area designated for secure bicycle storage.
- 3. Bicycle parking areas shall be adequately lit and located such that they are highly visible from the street and/or building entrance(s) from where bicyclists approach.
- 4. Bicycle parking adjacent to a pedestrian walkway shall be sited to ensure that a minimum five (5) foot walkway clearance is maintained.
- 5. The location of bicycle parking shall not conflict with pedestrian and/or vehicular circulation.

(b) Design Criteria.

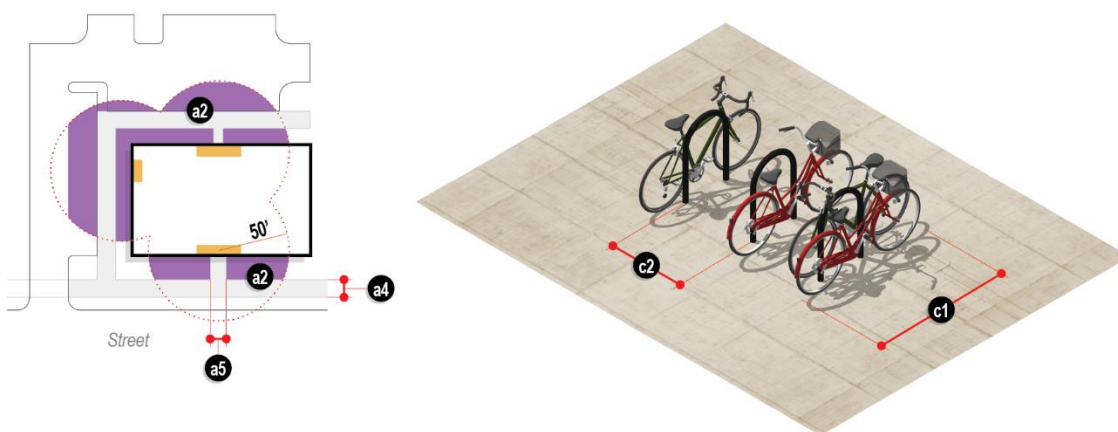
- 1. Bicycle facilities shall be constructed of sturdy, tamper-proof materials such as welded steel. Rack design may be varied to complement the architecture of the primary building, provided it meets all design criteria.
- 2. Bicycle racks shall be installed on a hard surface area.
- 3. Each bicycle rack shall provide parking for at least two (2) bicycles.
- 4. Racks shall allow for the bicycle frame and at least one (1) wheel to be locked to the racks.
- 5. The bicycle rack shall allow for the use of a cable as well as a U-shaped lock.
- 6. The installation of bicycle parking facilities shall conform to the manufacturer requirements.

(c) Dimensional Standards.

- 1. Each bicycle parking space shall be a minimum of six (6) feet in length with the exception of vertical or wall mounted bicycle parking spaces.
- 2. Bicycle racks shall be located at least three (3) feet in all directions from any obstruction, including but not limited to other bicycle racks, walls, doors, posts, columns, or landscaping.
- 3. A minimum vertical clearance of seven (7) feet shall be maintained above all bicycle parking facilities.

(d) Off-Street Bicycle Parking Requirements.

1. The number of required bicycle parking spaces shall be equal to five (5) percent of required vehicle parking spaces or ten (10) spaces, whichever is less. Additional demand for bicycle parking shall be monitored and provided as necessary.
2. **Exemption.** The bicycle parking requirements of this Section shall apply to all uses other than the following:
 - a. Dwelling, Single-Family Detached
 - b. Dwelling, Single-Family Attached

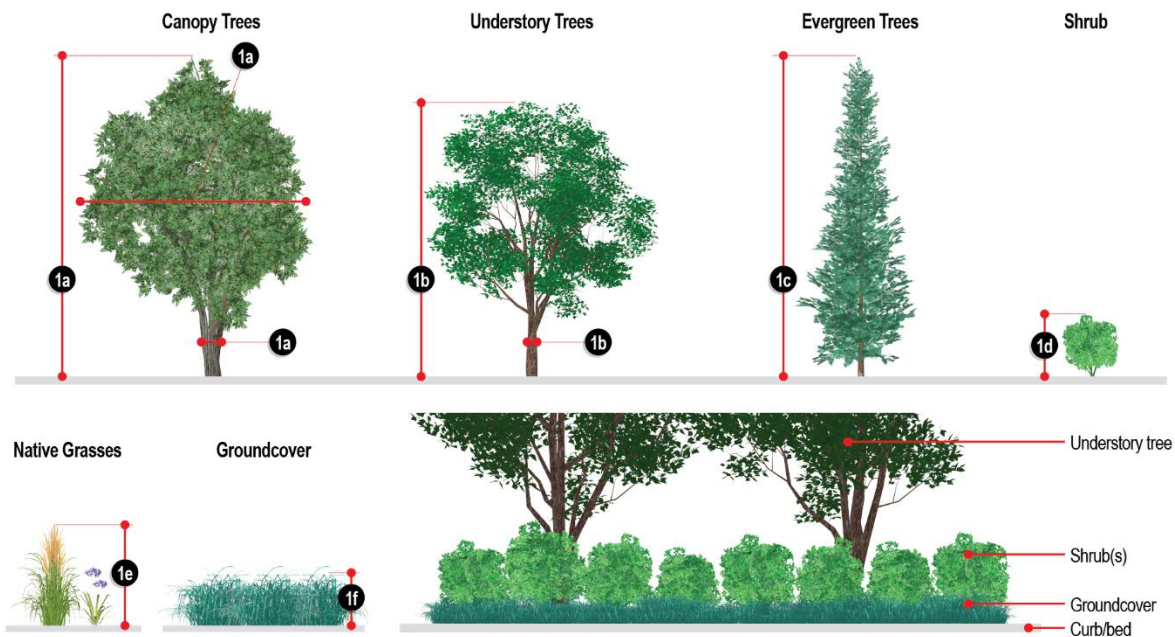
Figure 19: Off-Street Bicycle Parking

36-492. Landscape

Landscape improvements required by this Section shall apply to all non-single-family development and consist of living plants in a combination of trees, shrubs, native grasses, and/or groundcover. Unless otherwise stated in this Section, all size specifications for plant materials shall be based upon the time of planting. When caliper is specified for tree planting, the caliper of the tree trunk shall be measured at six (6) inches above the soil level. Any plant materials used to meet the requirements of this section shall not include any plant material identified as an invasive plant by the Missouri Department of Conservation.

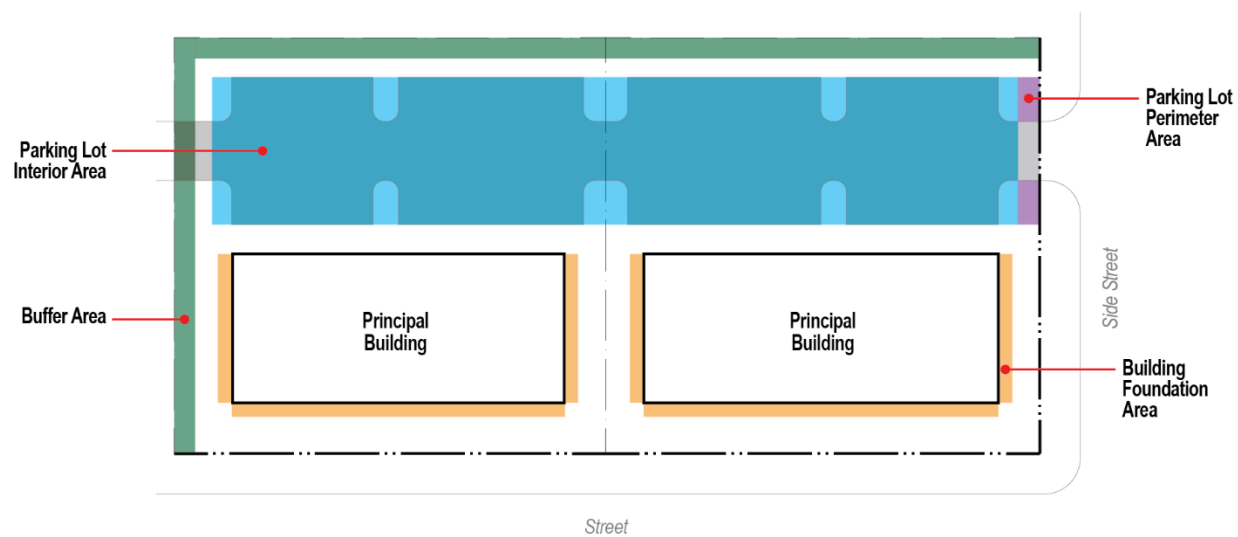
- (1) **Planting Types (Figure 20).** Plant materials which are native to or adapted to the State of Missouri are encouraged.
- (a) **Canopy Trees:** A woody plant (deciduous or evergreen) having not less than a two and one-half (2.5) inch caliper with single central axis which typically reaches a mature height of not less than forty (40) feet and a mature spread of not less than fifteen (15) feet.
 - (b) **Understory Trees:** A woody plant having not less than a one and one-half (1.5) inch caliper, or six (6) feet tall for multiple stem species, that normally attains a mature height of at least fifteen (15) feet.
 - (c) **Evergreen Trees:** A tree having foliage that persists and remains green throughout the year and has a height of not less than six (6) feet at installation and maturing to a height of not less than twenty (20) feet.
 - (d) **Shrub:** A woody plant (deciduous or evergreen) of low to medium height characterized by multiple stems continuous from its base and having a height of not less than two (2) feet.
 - (e) **Native Grasses:** Grasses and flowering broad leaf plants that are native to, or adapted to, the State of Missouri, and that are commonly found in meadow and prairie plant communities, not including noxious weeds.
 - (f) **Groundcover:** Herbaceous plants, other than turf grass, or prostrate shrubs normally reaching an average maximum height of eighteen (18) inches at maturity.

Figure 20: Planting Types



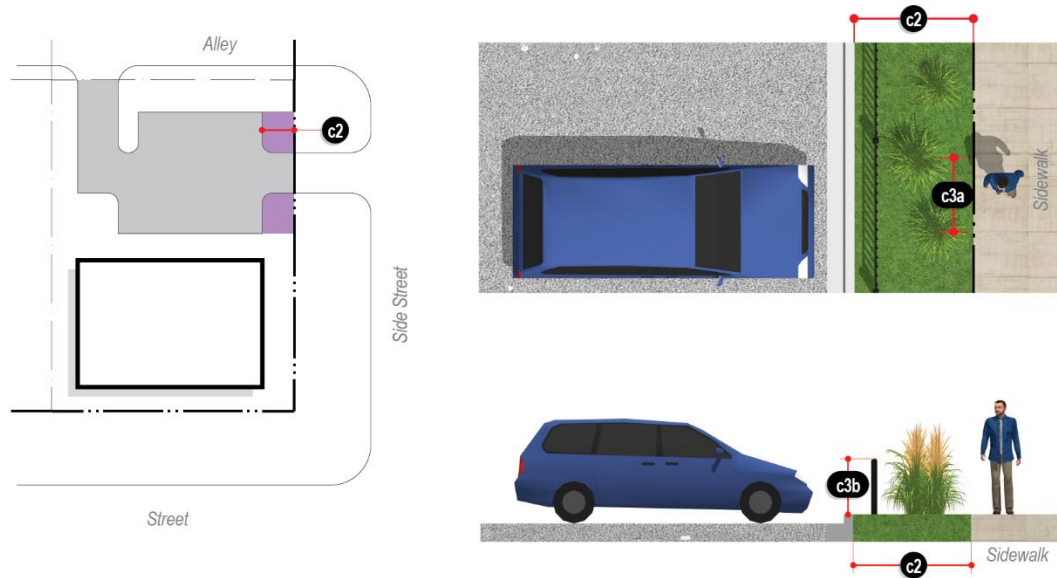
- (2) **Required Landscape Areas (Figure 21).** Landscape shall be provided as outlined below in the locations illustrated in Figure 21.

Figure 21: Required Landscape Areas



- (3) **Parking Lot Perimeter Area.** Trees and landscape required by this Section shall be in addition to trees and landscape required under other Sections of this Division. It is the objective of this Section to provide screening between parking areas and rights-of-way, and to provide for the integration of stormwater management with required landscaping.
- (a) **Location.** All surface parking lots which abut a public or private right-of-way, excluding alleys, shall include landscape and trees as required by this Section located between the parking lot back of curb and the right-of-way.
- (b) **Applicability.** The parking lot perimeter landscape regulations of this Section apply to the following:
1. The construction or installation of any new surface parking lot or vehicular use area; and
 2. The expansion of any existing surface parking lot or vehicular use area, in which case the requirements of this Section apply only to the expanded area.
- (c) **Requirements (Figure 22).**
1. Perimeter landscape shall run the full length of the parking lot and shall be located between the property line and the edge of the parking lot.
 2. Perimeter landscape shall have a minimum width of seven (7) feet as measured from the parking lot back of curb, to accommodate vehicle bumper overhang and ensure planting areas that are adequate in size.
 3. Perimeter landscape areas shall be improved as follows:
 - a. One (1) shrub or native grass the height of which shall not be less than three (3) feet nor greater than five (5) feet, shall be planted for every three (3) feet of landscape area length, spaced to adequately screen vehicle bumpers. Fifty (50) percent of required landscape shall be evergreen shrubs unless a low masonry wall or fence is provided as detailed in Subsection b. below.
 - b. A low masonry wall or fence the height of which provides effective screening to a maximum height of three (3) feet shall be used in conjunction with required landscaping as detailed above if the parking lot is located within seventy (70) feet of residential use. Plant materials shall be installed between the sidewalk and the fence or wall to provide a softening effect.
 4. Perimeter landscape areas outside of shrub / native grasses and tree masses shall be planted in live groundcover.

Figure 22: Parking Lot Perimeter Area Landscape



- (4) **Parking Lot Interior Area.** All parking lots shall include landscape and trees located within the parking lot as required by this Section. Trees and landscape required by this Section shall be in addition to trees and landscape required under other Sections of this Division. It is the objective of this Section to provide shade within parking areas, break up large expanses of parking lot pavement, support stormwater management where appropriate, and provide a safe pedestrian environment.

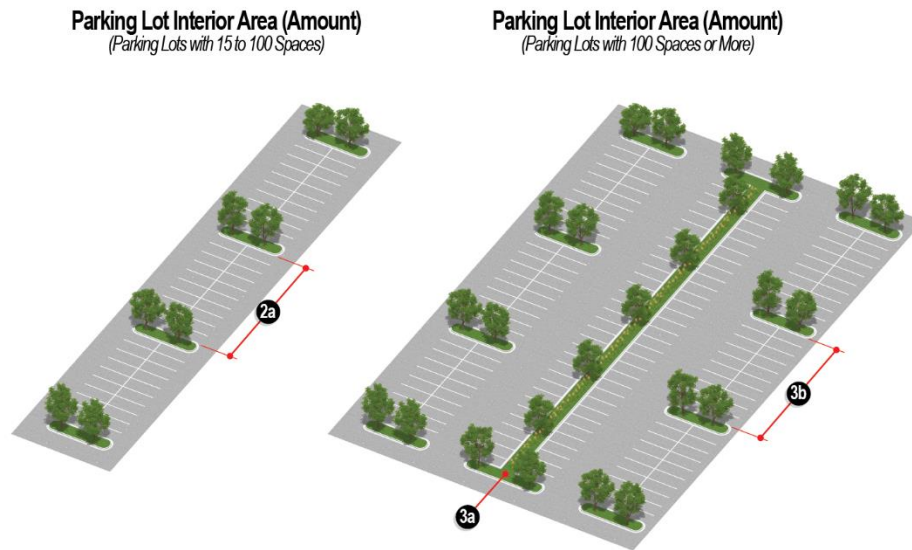
(a) **Applicability.** The parking lot interior landscape regulations of this Section apply to the following:

1. The construction or installation of any new surface parking lot; and
2. The expansion of any existing surface parking lot, in which case the requirements of this Section apply only to the expanded area.

(b) **Amount (Figure 23).**

1. **Parking Lots with Fewer than 15 Spaces.** In parking lots with fewer than fifteen (15) spaces, all rows of parking shall be terminated by a parking lot island.
2. **Parking Lots with 15 to 100 Spaces.** In parking lots with fifteen to one-hundred (100) spaces, required parking lot interior landscape area shall be provided in the form of islands.
 - a. **Parking Lot Island Amount Requirement.** Parking lot islands shall be located on all parking rows. Parking lot islands shall be spaced not more than one-hundred thirty-five (135) feet or more than fifteen (15) continuous spaces apart, and at the end of any row of parking bordered by a drive aisle, public or private street, or pedestrian walkway.
3. **Parking Lots with 100 Spaces or More.** In parking lots with one-hundred (100) or more spaces, required parking lot interior landscape area shall be provided in the form of islands and medians.
 - a. **Parking Lot Median Amount Requirement.** Parking lot medians shall be placed between every third row of parking.
 - b. **Parking Lot Island Amount Requirement.** Parking lot islands shall be located on parking rows which are not required to have parking lot medians. Parking lot islands shall be spaced not more than one-hundred thirty-five (135) feet or more than fifteen (15) continuous spaces apart, and at the end of any row of parking bordered by a drive aisle, public or private street, or pedestrian walkway.

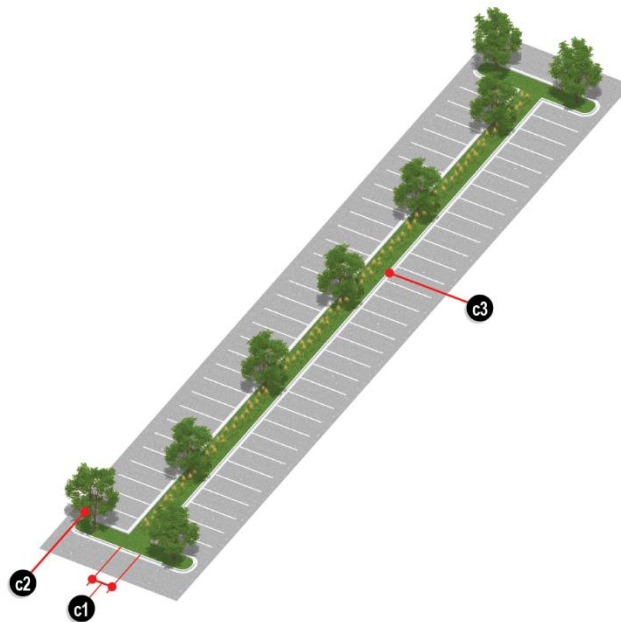
Figure 23: Parking Interior Area Landscape - Amount



(c) **Parking Lot Median Standards (Figure 24).**

1. **Size.** Parking lot medians shall have a minimum width of nine (9) feet and minimum soil depth of thirty-six (36) inches.
2. **Planting.** A minimum of one (1) canopy tree and fifteen (15) shrubs or native grasses shall be planted for each fifty (50) linear feet of parking lot median.
3. **Design.** Parking lot medians shall be protected with concrete curbing, wheel stops, or other suitable barriers. Such medians shall be properly drained or irrigated as appropriate to the site conditions to ensure survivability of plant materials and proper stormwater management function.

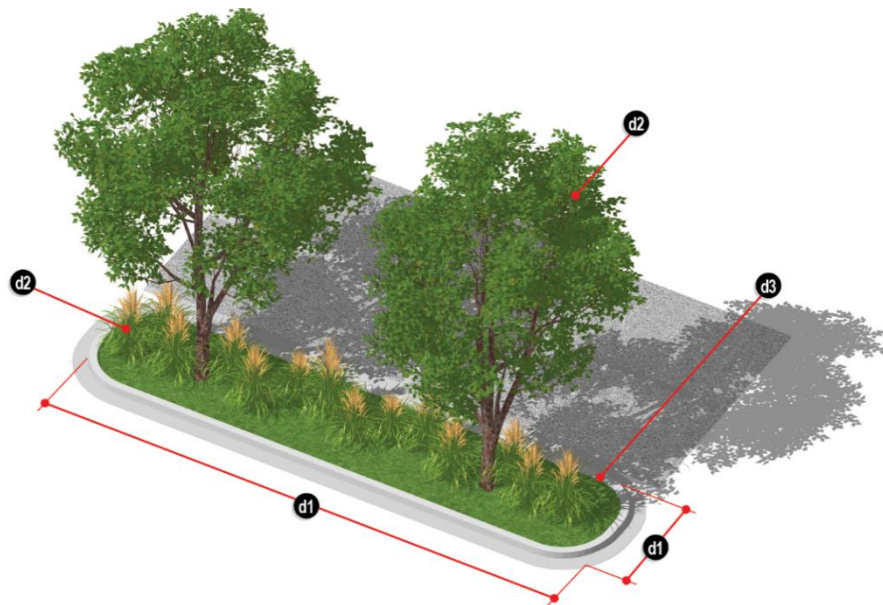
Figure 24: Parking Lot Median Standards



(d) **Parking Lot Island Standards (Figure 25).**

1. **Size.** Parking lot islands shall be a minimum nine (9) feet wide by eighteen (18) feet long if adjacent to standard parking spaces and sixteen (16) feet long if adjacent to compact parking spaces and shall have a minimum soil depth of thirty-six (36) inches. Double rows of parking shall provide parking lot islands opposite one another to form continuous single islands.
2. **Planting.** A minimum of one (1) canopy tree shall be provided for every parking lot island. If the island extends the width of a double row, then two (2) canopy trees shall be provided.
3. **Design.** Parking lot islands shall be protected with concrete curbing or other suitable barriers. Such islands shall be properly drained or irrigated as appropriate to the site conditions to ensure survivability of plant materials and proper stormwater management function.

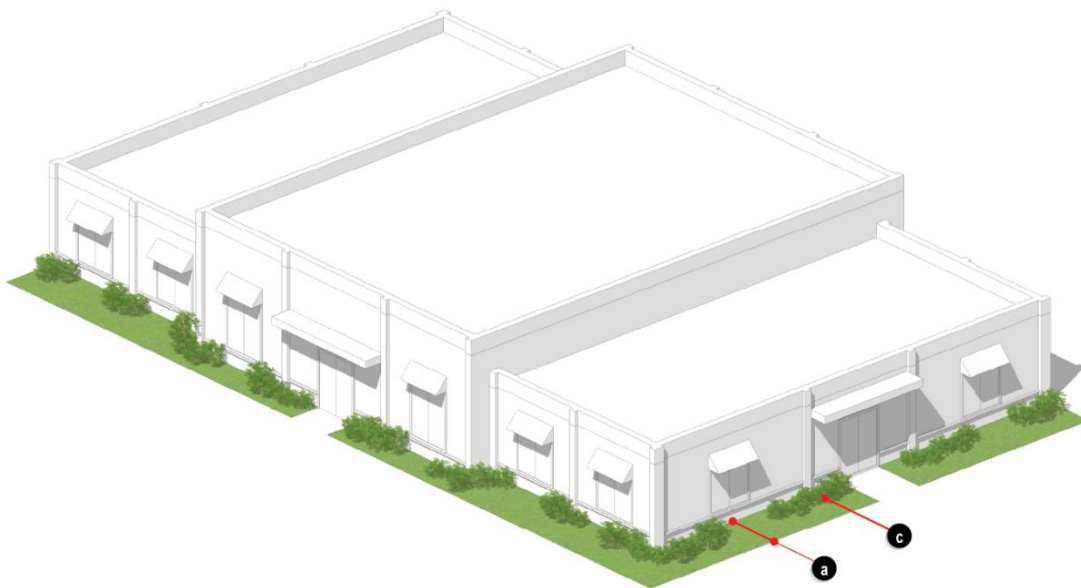
Figure 25: Parking Lot Island Standards



- (e) **Pedestrian Walkways.** Pedestrian walkways, as required by Section 36-491(4), shall be located along parking lot medians. The Administrative Review Committee may waive or modify this requirement on determining that locating pedestrian walkways along parking lot medians is impractical due to site conditions or is undesirable because it would create unsafe conditions.
- (f) **Type of Landscape Material.** Except where areas are designed as vegetated stormwater management areas, canopy trees shall be the primary plant material used in parking lot islands and canopy trees and shrubs or native grasses shall be the primary plant materials used in parking lot medians. Understory trees, evergreen trees, shrubs, native grasses, groundcover, and other plant materials may be used to supplement the required plantings shall provide safe site distance where driveway curb cuts intersect public rights-of-way. If medians or islands are designed as stormwater management areas, deviations from required plantings may be approved by the Administrative Review Committee.
- (g) **Groundcover.** Except where areas are designed as vegetated stormwater management areas, a minimum of seventy-five (75) percent of the surface area of every parking lot island and median shall be planted with live groundcover. If medians or islands are designed as stormwater management areas, deviations from required plantings may be approved by the Administrative Review Committee.

- (5) **Building Foundation Area (Figure 26).** All non-single-family development, with the exception of non-single family development built with a zero (0) foot front yard setback, shall include landscape located at the building foundation as required by this Section. Landscape required by this Section shall be in addition to landscape required under other Sections of this Division. It is the objective of this Section to provide a softening effect at the base of buildings.
- (a) A non-single family development is required to maintain a building foundation area at front and exterior side yards with a minimum width of the building setback or seven (7) feet, whichever is less.
 - (b) Foundation plantings shall be placed eighteen (18) inches on center from the foundation of the building.
 - (c) Foundation plantings shall be designed to frame architectural features and to visually soften long expanses of walls.
 - (d) Foundation plantings shall be installed across eighty (80) percent of the length of the front and exterior side façade of the building.
 - (e) Foundation plantings may include trees, shrubs, native grasses, and groundcover.
 - (f) Where the area between the building and right-of-way is entirely paved as a public gathering space, plaza, or outdoor dining area, required building foundation area landscaping may be substituted by a minimum of two (2) of the following elements:
 - 1. Moveable tables and chairs,
 - 2. Fountain or other water feature,
 - 3. Sculpture or other public art feature,
 - 4. Benches, seat walls, or amphitheaters,
 - 5. Raised landscape planters,
 - 6. Understory trees lining the area,
 - 7. Pedestrian scale and celebratory lighting,
 - 8. Other features as approved by the Administrative Review Committee.
 - (g) Above-ground stormwater planter boxes along building facades may be substituted for foundation plantings.

Figure 26: Building Foundation Area Landscape



(6) **Buffer Area.** Buffer area landscape shall be required along interior property lines of all non-single-family development when adjacent to single-family uses. It is not expected that the buffer area will totally screen such uses but rather will minimize land use conflicts and enhance aesthetics. Landscape required by this Section shall be in addition to landscape required under other Sections of this Division.

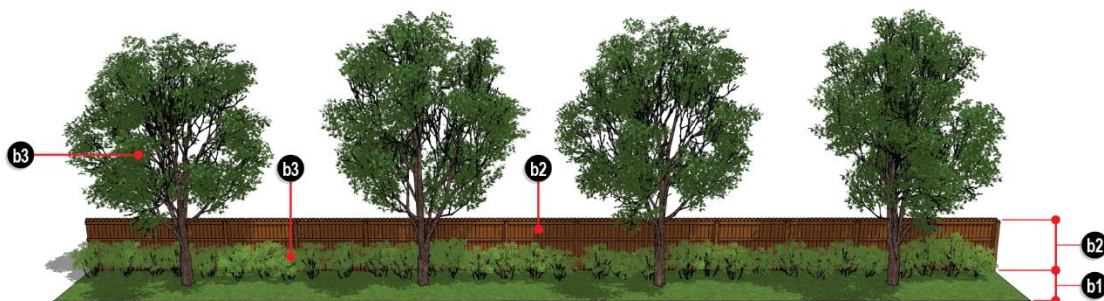
(a) **Applicability.** Buffer area landscaping is required as follows:

1. The construction or installation of any new primary building or primary use; and
2. The expansion of any existing primary building or primary use that results in an increase in gross floor area by more than five (5) percent or one thousand (1,000) square feet, whichever is greater. In the case of expansions that trigger compliance with buffer area requirements, buffer area landscaping is required only in proportion to the degree of expansion. The Administrative Review Committee is authorized to allow the buffer area to be established adjacent to the area of expansion or to disperse buffer area landscaping along the entire site buffer area.

(b) **Buffer Area Standards (Figure 27).**

1. **Width.** Buffer areas shall have a minimum width of seven (7) feet. Required yard setbacks may be utilized for buffer area landscape.
2. **Fences.** The exterior line of the buffer area shall be improved with a fence meeting the following standards:
 - a. **Height.** The fence shall be six (6) feet in height.
 - b. **Materials.** The material of the fence shall be pressure treated wood (chemically treated or naturally resistant to decay) or wood composites.
 - c. **Design.** The finished side of the fence shall face the adjacent property.
 - d. **Location.** Fences shall be located in line with the fences of adjacent properties, shall provide safe site distance where driveway curb cuts intersect public rights-of-way, and shall not extend beyond the front elevation of the primary building.
3. **Landscape Elements.** The buffer area shall, at a minimum, be improved with the following landscape elements:
 - a. **Canopy / Evergreen Trees.** Four (4) canopy and/or evergreen trees shall be planted per every one-hundred (100) lineal feet of buffer area.
 - b. **Shrubs / Native Grasses.** Ten (10) shrubs / native grasses shall be planted per every one-hundred (100) lineal feet of buffer area.

Figure 27: Buffer Area Landscape



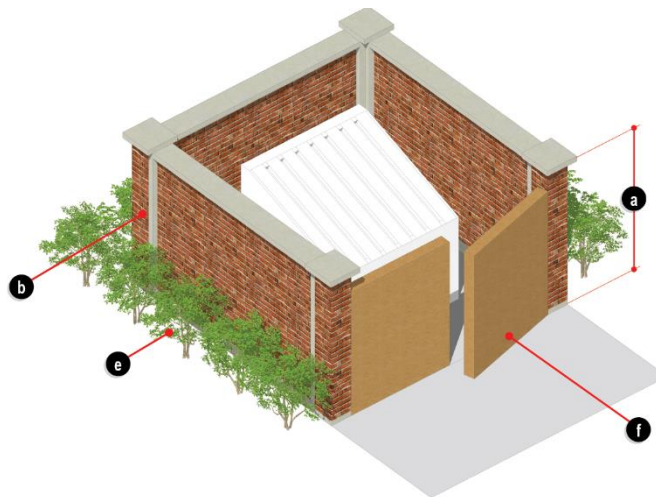
(7) Installation and Maintenance of Landscape Areas.

- (a) All installed landscape shall conform to the most recently approved American Standard for Nursery Stock (ANSI Z60.1), published by the American National Standards Institute.
- (b) All new landscape areas shall be installed prior to the occupancy or use of the building or premises, or substantial completion of the building to allow for occupancy; or if the time of the season or weather conditions are not conducive to planting, the developer shall apply to the Administrative Review Committee for a delay in landscape installation. The delay in landscape installation request shall identify a date certain by which all required landscape materials shall be installed or the developer shall be subject to a fine as detailed in the agreement.
- (c) A total cost estimate of landscaping for the construction must be given in January 1 dollars for the current calendar year. Twenty (20) percent of the total landscaping costs should be deposited in escrow with the City before building permits are granted. The twenty (20) percent landscaping deposit will be held in escrow for a period of one (1) year past the time of planting and will be refunded on approval of the City.
- (d) Dead plant materials shall be replaced within sixty (60) days taking into consideration the season of the year and shall have at least the same quantity and quality of landscape elements as initially approved. If the particular project is constructed in more than one (1) phase, the sixty (60) day timeframe shall apply to each individual phase.
- (e) All landscape shall be maintained in a healthy, neat, trimmed, clean, and weed-free condition. With the exception of surface areas in vegetated stormwater management areas where mulch is not specified, the ground surface of landscape areas shall be covered with either turf and/or other types of pervious groundcover located beneath and surrounding trees and shrubs.
- (f) For stormwater management areas where irrigation is not specified, all installed plantings shall be guaranteed for a period of eighteen (18) months following municipal approval of installation. During this guarantee period the landowner shall supply water as necessary to promote successful establishment and growth.
- (g) Any required landscape area not intended for stormwater management, greater than one hundred and fifty (150) square feet in area, shall be provided with an underground irrigation system or be provided with a portable water supply within fifty (50) feet of said landscape areas. No part of an irrigation system may be installed in City rights-of-way.
- (h) All plantings required under this Division shall be maintained perpetually and replaced if they die or are substantially weakened or damaged. If plantings succumb due to cultural conditions, they shall be replaced with more culturally suitable species of the same type (e.g. tree, shrub, groundcover).

36-493. Screening

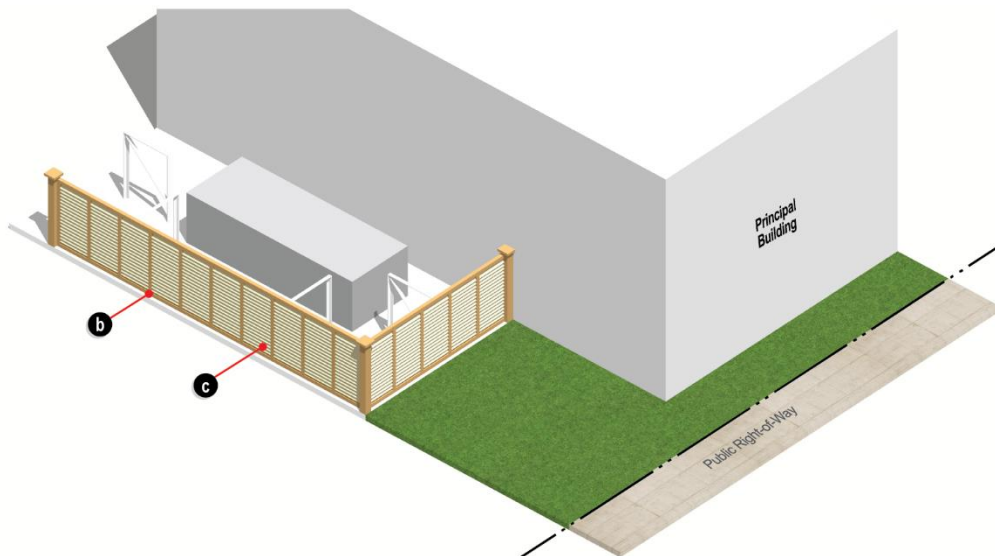
- (1) **Used Frying Oil, Trash, and Recycling Receptacles (Figure 28).** The following regulations shall apply to all non-single-family development.
- (a) Used frying oil, trash, and recycling receptacles shall be screened on three (3) sides with a solid, opaque material with a minimum height of six (6) feet and a maximum height of eight (8) feet.
 - (b) Materials used for screening shall complement the exterior building cladding materials of the primary building.
 - (c) Materials and elevations for enclosures that are attached to buildings shall be designed to be integrated into the primary building.
 - (d) If enclosures are to be attached to buildings, they shall comply with applicable fire and building codes.
 - (e) Shrubs shall be installed every three (3) feet along the exterior of the enclosure, with the exception of enclosure openings, to provide a softening effect.
 - (f) Enclosure openings shall be gated with an opaque material.
 - (g) Enclosure openings shall be kept closed at all times except for when the receptacle is being accessed.
 - (h) Property owners shall be responsible for ensuring that used frying oil, trash, and recycling receptacles be placed in the enclosure at all times other than when it is being accessed.
 - (i) Access drives shall be constructed of materials and to a thickness which accommodates truck loading. Year-round access to the enclosure area for service trucks shall be maintained by the property owner or tenant.
 - (j) Enclosures shall be of an adequate size to accommodate expected containers. The enclosure shall be designed to be expandable to accommodate future additional containers.
 - (k) Enclosure structures shall be designed to protect the walls from damage by containers. Such protection may be provided by the use of barrier curbing, reinforced masonry walls, or other similar means.
 - (l) Used frying oil, trash, and recycling receptacle enclosures shall not occupy areas used for required parking spaces.

Figure 28: Used Frying Oil, Trash, and Recycling Receptacle Screening



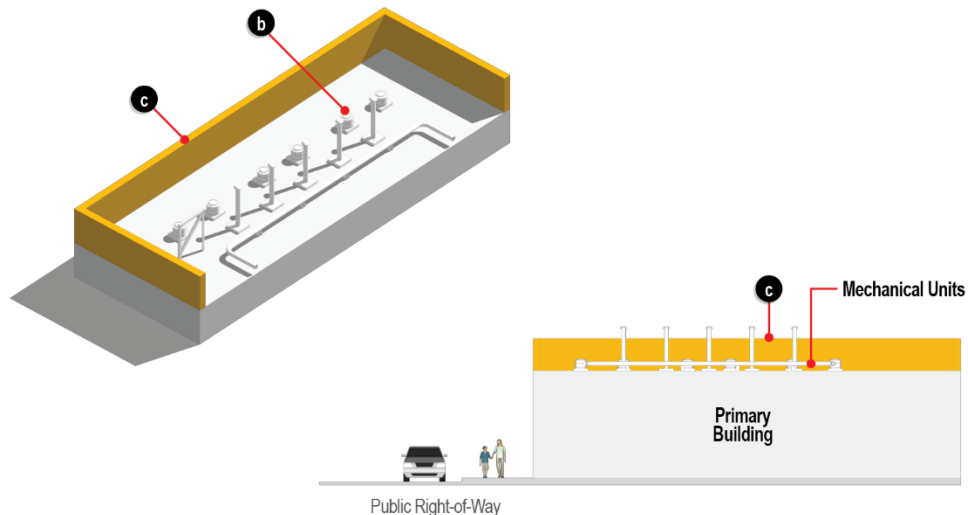
- (2) **Ground/Wall Mounted Mechanical Units (Figure 29).** The following regulations shall apply to all ground/wall-mounted mechanical units, including but not limited to generators, air-conditioning condensers, heat pumps, ventilation units, computer cooling equipment, etc., and any related utility structures and equipment.
- (a) Locating mechanical units within the primary building is strongly encouraged in order to minimize exterior visual impacts. Ground mounted mechanical units are prohibited within the front yard, regardless of whether screening is provided.
 - (b) Ground/wall mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be screened from public view.
 - (c) Materials used for screening shall be designed and established so that the area or element being screened is no more than twenty (20) percent visible through the screen.
 - (d) Chain-link fence or slats in chain-link fence shall not be used to meet this requirement.

Figure 29: Ground/Wall Mounted Mechanical Unit Screening



- (3) **Roof Mounted Mechanical Units (Figure 30).** The following regulations shall apply to all roof mounted mechanical units, including but not limited to air-conditioning condensers, heat pumps, ventilation units, computer cooling equipment, etc., and any related utility structures and equipment which service multifamily, non-residential, or mixed use developments.
- Locating mechanical units within the primary building is strongly encouraged in order to minimize exterior visual impacts.
 - Roof mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be completely screened from public view.
 - Materials used for screening shall be architecturally integrated with the building and shall be continuous and permanent.
 - Screening shall be required when new equipment is installed and shall be provided around both new and existing roof mounted mechanical units in order to provide visual continuity. Normal maintenance of roof mounted mechanical units shall not mandate the screening requirements.
 - Additional screening may be required due to topographic differences in the adjoining properties.

Figure 30: Roof Mounted Mechanical Unit Screening

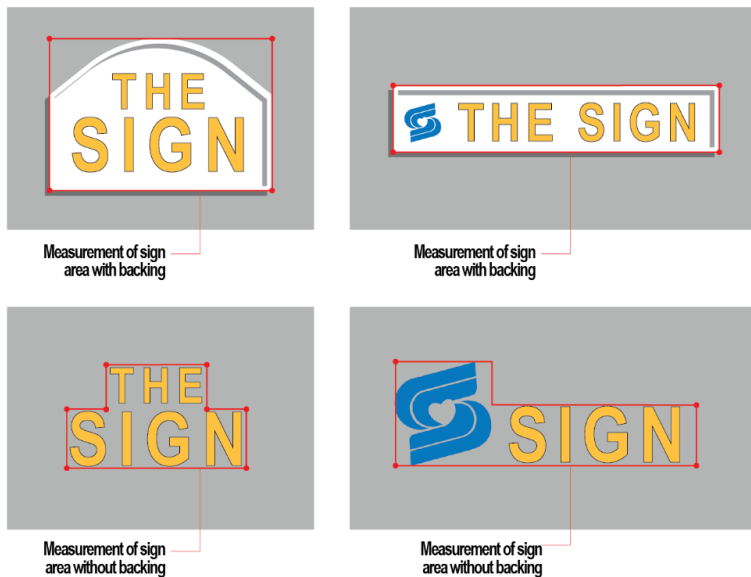


36-494. Signs

(1) Sign Measurement.

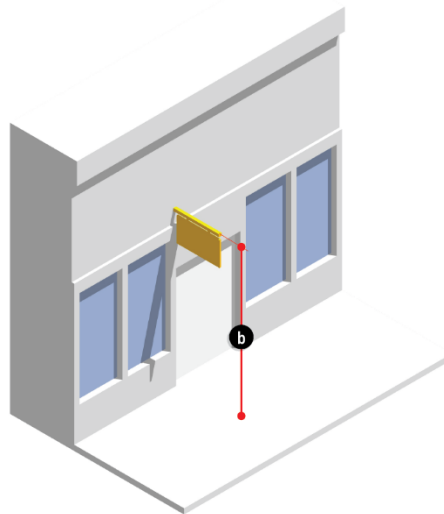
- (a) **Sign Area (Figure 31).** Unless otherwise defined, sign area shall be determined by the total area enclosed by a continuous perimeter along the edges of a sign, including any frame or border. The area of a sign composed of individually-affixed letters is determined by the total area of the smallest geometric shape enclosing the letters. A maximum of two (2) geometric shapes may be utilized. The calculation for a double-faced sign shall be the area of one (1) face only.

Figure 31: Sign Area Measurement



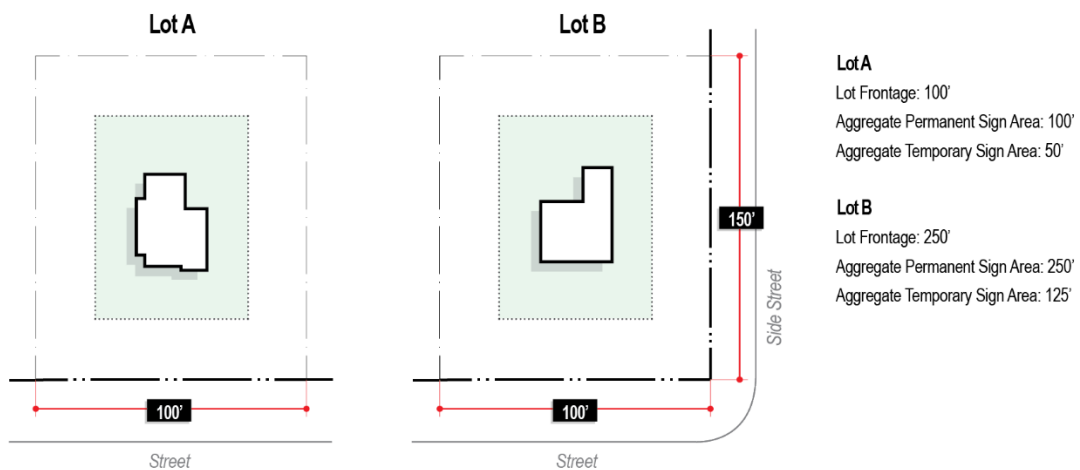
- (b) **Sign Height (Figure 32).** Sign height shall be measured from grade directly below the sign to the topmost portion of the sign.

Figure 32: Sign Height Measurement



(2) **Limit on Sign Area (Figure 33).**

- (a) **Permanent Sign Area Limit.** Each lot shall be allowed one (1) square foot of aggregate sign area per linear foot of building frontage for permanent signs.
- (b) **Temporary Sign Area Limit.** Each lot shall be allowed one-half (0.5) foot of aggregate sign area per linear foot of building frontage for temporary signs.
- (c) **Premises Having Frontage on More Than One Dedicated Street.** Premises having frontage on more than one dedicated street will be allowed an additional one-half (0.5) square feet of aggregate sign area for each lineal foot of the secondary lot frontage; however additional sign area shall only be displayed on the secondary frontage.

Figure 33: Limit on Sign Area

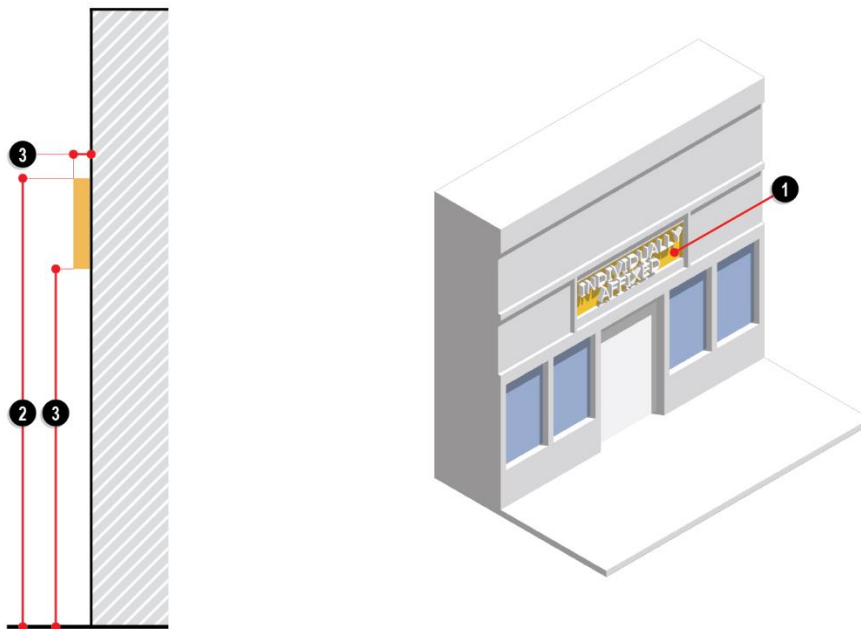
(3) **Table 36-494(3) Permitted and Allowed Sign Types** details the types of signs allowed in the GAP District per use type. The following key is to be used in the interpretation of the table.

- (a) **Permitted Sign Types.** Sign types marked as “P” in the table shall be permitted subject to all applicable provisions of this Division and only after the issuance of a Sign Permit as detailed in Section 36-454(22).
- (b) **Allowed Sign Types.** Sign types marked as “A” in the table shall be allowed subject to all applicable provisions of this Division. No sign permit shall be required.
- (c) **Prohibited Sign Types.** A blank space in the table indicates that a sign type is not allowed for the respective use type.
- (d) **Unlisted Sign Types.** Sign types not included in Table 36-494(3) shall be considered prohibited.

Table 36-494(3) Permitted and Allowed Sign Types		
Sign Type	Single-Family Uses	Non-Single-Family Uses
<i>Permanent Signs</i>		
Wall Sign		P
Awning or Canopy Sign		P
Projecting Sign		P
Window Sign, Permanent		P
On-Site Traffic Directional Sign		P
<i>Temporary Signs</i>		
Wall Mounted Banner Sign		P
Sidewalk Sign		A
Window Sign, Temporary		A
Yard Sign	A	
Post Sign	P	

(4) **Standards for Permanent Signs.**(a) **Wall Signs (Figure 34).**

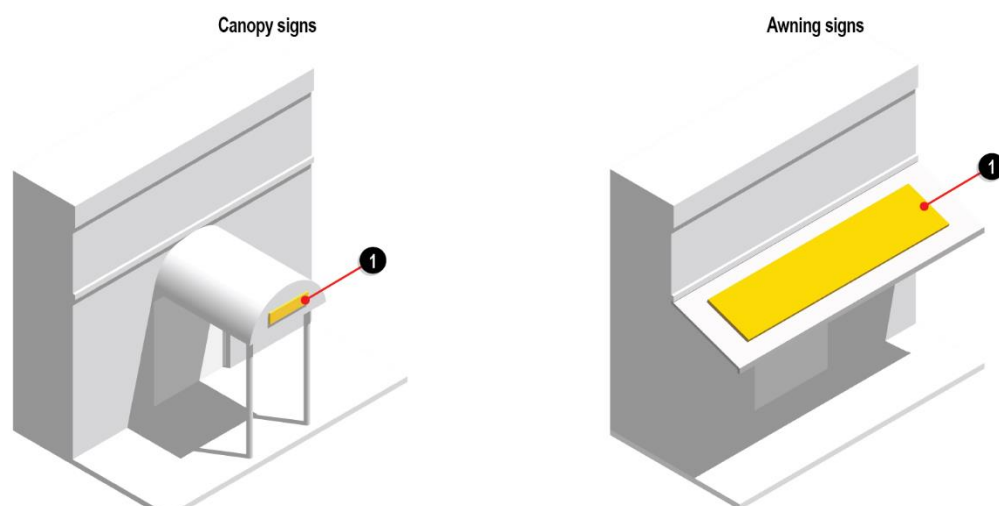
1. **Sign Area.** The maximum sign area of a wall sign shall be five (5) percent of the total area of the face of wall on which the sign is to be located.
2. **Height.** No wall sign shall protrude above the highest roofline or the top of the parapet wall or mansard roof.
3. **Projection.** A wall sign shall not extend more than six (6) inches from the wall of the building or structure to which it is attached and shall maintain a minimum vertical clearance of ten (10) feet.
4. **Number of Signs.** A maximum of one (1) wall sign shall be permitted per lot frontage of a single-tenant building or unit of a multi-tenant building.
5. **Sign Copy.** All sign copy featured on wall signs shall either be individually affixed letters, appear to be individually affixed letters, or be printed, etched, or otherwise incorporated directly on the sign's backing plate. Box signs shall be prohibited.
6. **Other Standards.**
 - a. No wall sign shall cover any architectural features (architectural features shall include but not be limited to, pediment, cornice, belt course, pier, windows, pilaster, roof, decorative stone or inlay, kick plate/bulkhead, raised or colored brick pattern, and corbel) of the building to which it is affixed.
 - b. No wall sign shall be affixed to HVAC screening, elevator overrun, or other features protruding from the roof of the structure.

Figure 34: Wall Signs

(b) **Awning or Canopy Signs (Figure 35).**

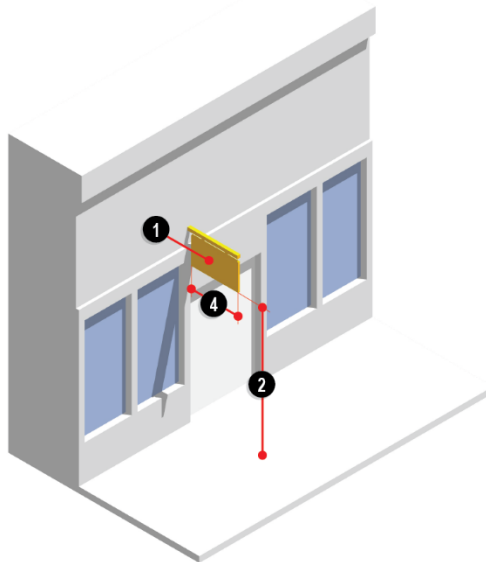
1. **Sign Area.** The maximum sign area of an awning or canopy sign shall be fifty (50) percent of the face of the awning or canopy upon which the sign shall be printed or affixed.
2. **Other Provisions.** Awning or canopy signs shall only be permitted on awnings or canopies extending above ground floor entrances or windows.

Figure 35: Awning or Canopy Signs



(c) **Projecting Signs (Figure 36).**

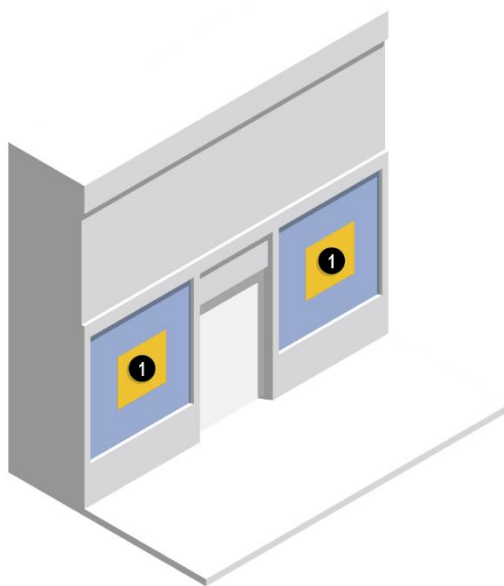
1. **Sign Area.** The maximum sign area of a projecting sign shall be six (6) square feet.
2. **Height.** A projecting sign shall not extend above the roofline of the building to which it is attached, or a maximum of twelve (12) feet, whichever is less, and shall maintain a minimum vertical clearance of eight (8) feet.
3. **Number of Signs.** A maximum of one (1) projecting sign shall be permitted per ground floor nonresidential tenant space. A projecting sign and a wall sign may be displayed on the same building frontage. A projecting sign and an awning or canopy sign shall not be displayed on the same building frontage.
4. **Projection.** A projecting sign shall horizontally project a maximum of four (4) feet from the mean elevation of the building to which it is attached.
5. **Other Provisions.**
 - a. The property owner shall be required to provide a release or hold harmless to the City prior to the display of any signs located within a public right-of-way.
 - b. Projecting signs shall not be illuminated.
 - c. Projecting signs may encroach upon, extend, or project over a public sidewalk.

Figure 36: Projecting Signs

(d) **Window Signs, Permanent (Figure 37).**

1. **Sign Area.** The maximum sign area of a permanent window sign shall be twenty-five (25) percent of the total area of the window on which the sign shall be located. Permanent window sign area shall be counted in aggregate with wall sign area.
2. **Other Provisions.** Window signs shall be allowed on ground floor windows only.

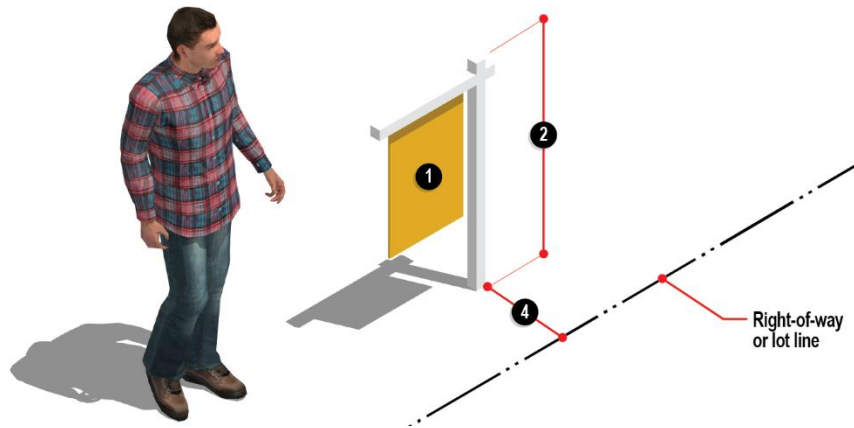
Figure 37: Window Signs, Permanent



(e) **On-Site Traffic Directional Signs (Figure 38).**

1. **Sign Area.** The maximum sign area of an on-site traffic directional sign shall be six (6) square feet.
2. **Height.** The maximum height of an on-site traffic directional sign shall be four (4) feet.
3. **Number of Signs.** The number and placement of on-site traffic directional signs shall be as necessary to assist in the safe movement of vehicular and pedestrian traffic on a property, as approved by the Administrative Review Committee.
4. **Location.** On-site traffic directional signs shall be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; be placed in any sidewalk or pedestrian walkway and shall not be located in a clear vision triangle as detailed in Section 36-490(1)(f).

Figure 38: On-Site Traffic Directional Signs



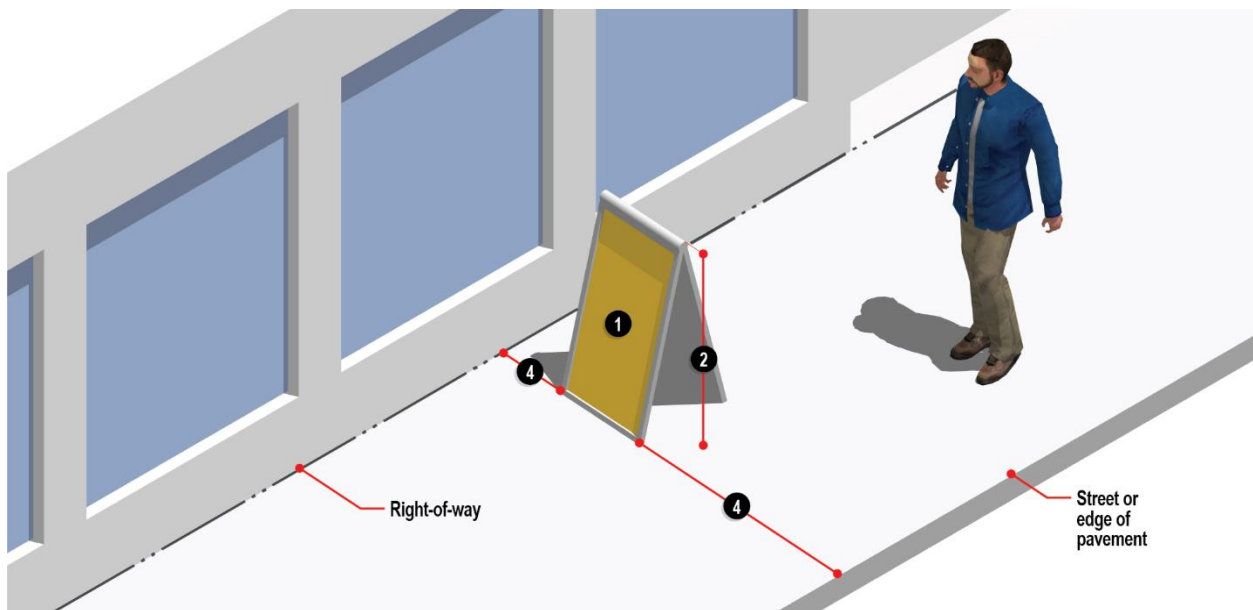
(5) **Standards for Temporary Signs.**(a) **Wall Mounted Banner Signs (Figure 39).**

1. **Sign Area.** The maximum sign area of a wall mounted banner sign shall be two and one-half (2.5) percent of the total area of the face of wall on which the sign is to be located.
2. **Height.** No wall mounted banner sign shall protrude above the highest roofline or above the top of the parapet wall or mansard roof.
3. **Number of Signs.** A maximum of one (1) wall mounted banner sign shall be permitted per lot frontage of a single-tenant building or unit of a multi-tenant building.
4. **Location.** Wall mounted banner signs shall be affixed to a building.
5. **Projection.** Wall mounted banner signs shall be affixed flat against the building to which they are mounted.

Figure 39: Wall Mounted Banner Signs

(b) **Sidewalk Signs (Figure 40).**

1. **Sign Area.** The maximum sign area of a sidewalk sign shall be four (4) square feet.
2. **Height.** The maximum height of a sidewalk sign shall be three (3) feet.
3. **Number of Signs.** A maximum of one (1) sidewalk sign shall be permitted per lot frontage of a single-tenant building or unit of a multi-tenant building.
4. **Location.**
 - a. Sidewalk signs shall be placed in a manner that preserves a continuous sidewalk width of a minimum of three (3) feet.
 - b. No part of any sidewalk sign shall block points of ingress or egress.
 - c. Sidewalk signs shall be placed no more than one (1) foot from the wall of the building or unit of a building to which the sign is associated.
 - d. Sidewalk signs shall be placed no less than three (3) feet and no more than six (6) feet from the entrance of the building or unit of a building to which the sign is associated.
5. **Duration of Display.** The display of sidewalk signs shall only be permitted during the operating hours of the use to which the sign is associated and shall be brought indoors during non-operating hours.

Figure 40: Sidewalk Signs

(c) **Window Signs, Temporary.**

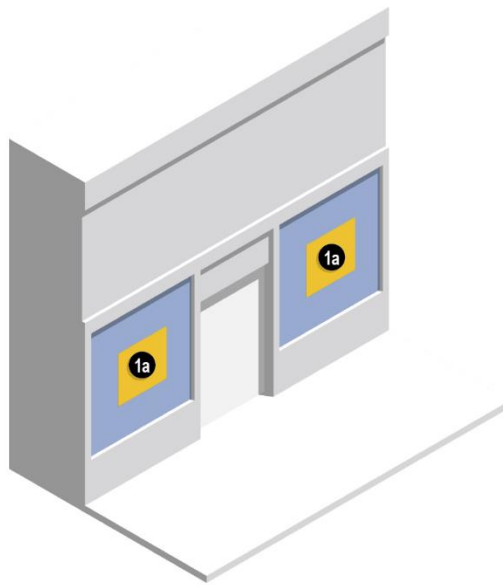
1. **Sign Area (Figure 41).**

- a. The maximum sign area of a temporary window sign shall be fifteen (15) of the total area of the window on which the sign shall be located if a permanent window sign is displayed on the same window.
- b. If a permanent window sign is not displayed on the same window, the maximum sign area of a temporary window sign shall be twenty-five (25) percent of the total area of the window on which the sign shall be located.

2. **Other Provisions.**

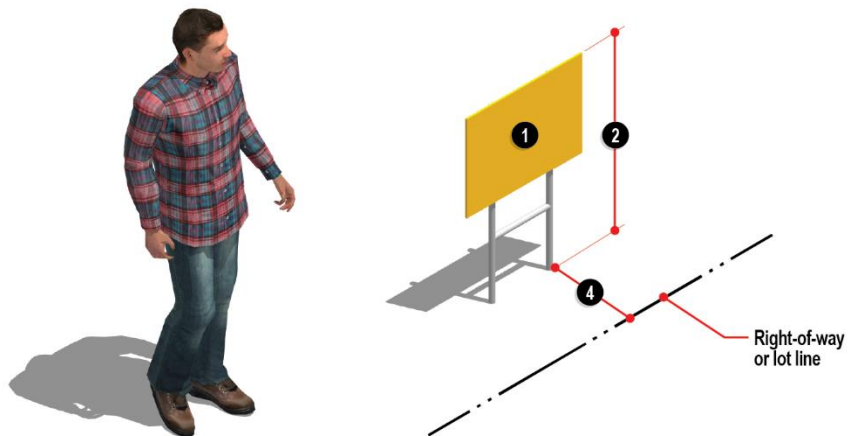
- a. Temporary window signs shall be allowed on ground floor windows only.
- b. Temporary window signs shall not be located on transom windows.

Figure 41: Window Signs, Temporary



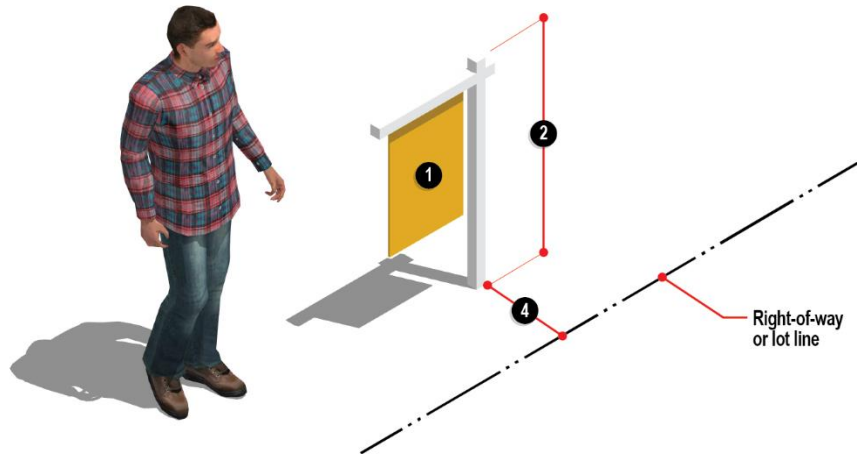
(d) **Yard Signs (Figure 42).**

1. **Sign Area.** The maximum sign area of a yard sign shall be three (3) square feet.
2. **Sign Height.** The maximum height of a yard sign shall be four (4) feet.
3. **Number of Signs.** A maximum of two (2) yard signs may be displayed concurrently per lot. However, in the thirty (30) days before and two (2) days after a local, state, or federal election, a maximum of four (4) yard signs may be displayed concurrently.
4. **Location.** Yard signs shall be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; or be placed in any sidewalk or pedestrian walkway.
5. **Other Provisions.**
 - a. Yard signs shall be securely anchored into the ground or secured in a portable base designed for such function.
 - b. Yard signs shall be maintained in good condition and shall not sag, lie on the ground, be torn, or otherwise kept in a disorderly state.

Figure 42: Yard Signs

(e) **Post Signs (Figure 43).**

1. **Sign Area.** The maximum sign area of a post sign shall be four (4) square feet.
2. **Height.** The maximum height of a post sign shall be six (6) feet.
3. **Number of Signs.** A maximum of one (1) post sign shall be allowed per lot frontage.
4. **Location.** Post signs shall be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; or be placed in any sidewalk or pedestrian walkway.
5. **Other Provisions.**
 - a. Post signs shall be securely anchored into the ground or secured in a portable base designed for such function.
 - b. Post signs shall be maintained in good condition and shall not sag, lie on the ground, be torn, or otherwise kept in a disorderly state.

Figure 43: Post Signs

(6) **Prohibited Signs.** Unless otherwise allowed in this Division, the following signs are expressly prohibited:

- (a) Electronic message boards,
- (b) Outline lighting,
- (c) Pole / pylon signs,
- (d) Monument signs,
- (e) Roof signs,
- (f) Signs with flashing lights,
- (g) Moving, rotating, or animated signs,
- (h) Pennants, streamers, spinners, propellers, balloons, inflatable shapes,
- (i) Snipe signs,
- (j) Box signs,
- (k) Feather signs,
- (l) Billboards / off-premises signs,
- (m) Attention getting devices, and
- (n) Other sign types not explicitly permitted.

(7) **Nonconforming Signs.**

- (a) All permanent signs which are in existence at the time of passage of this Division, but which do not conform to one or more provisions of this Division, shall be deemed to be a legal nonconforming structure and may be continued only as provided in this Section.
- (b) Any sign for which a permit has been lawfully granted prior to the effective date of this or any subsequent amendment of this Division and which does not comply with the provisions of such amendment may nonetheless be completed in accordance with the approved plans, provided erection of the sign is started within ninety (90) days after the passage of the ordinance amendment, and is diligently prosecuted to completion.
- (c) Whenever a nonconforming sign has been discontinued for a period of six (6) consecutive months, or whenever there is evidence of a clear intent on the part of the owner to abandon a nonconforming sign, such sign shall not, after being discontinued or abandoned, be reestablished, and the sign thereafter shall be in conformity with the regulations of this Division.
- (d) Normal maintenance of a nonconforming sign is permitted, including necessary nonstructural repairs and incidental alterations which do not extend or intensify the nonconforming features of the sign.
- (e) No structural alteration, enlargement or extension shall be made to a nonconforming sign, except in the following situations:
 - 1. When the alteration is required by law; and/or
 - 2. When the alteration will actually result in eliminating the nonconforming portion of the structure.

- (f) If a nonconforming sign is damaged or destroyed by any means to the extent of fifty (50) percent or more of its replacement value at that time, the sign shall not be rebuilt or used thereafter except in compliance with the provisions of this Division. In the event the damage or destruction is less than fifty (50) percent of its replacement value, based upon prevailing costs, the sign may then be restored to its original condition at the time of such partial destruction until the nonconforming sign is otherwise abated by the provisions of this Division. In either event, restoration or repair must be started within a period of six (6) months from the date of damage or destruction, and diligently prosecuted to completion.
- (g) Existing temporary signs shall expire at the termination date specified on the permit, but in no case later than six (6) months from the date of passage of this Division. New temporary signs shall be allowed only in conformance with the provisions contained in this Division.
- (h) The Administrative Review Committee shall, after the adoption of this Division, notify each owner of a nonconforming sign of the manner in which such sign is not in compliance with this Division. They shall further notify each owner of a nonconforming sign that such sign must either be brought into compliance with this Division or removed prior to its required abatement date.

36-495. Outdoor Lighting

- (1) **Fixture Classification.** All outdoor lighting fixtures shall either have a fixture cutoff classification of "Full Cutoff" or be fully shielded, unless otherwise expressly permitted.
- (2) **LED Fixtures.** All outdoor lighting utilizing a light-emitting diode (LED) fixture shall meet the following standards:
 - (a) **Color Rendering.** Outdoor LED fixtures shall be rated a minimum Color Rendering Index (CRI) value of seventy (70) or higher.
 - (b) **Color Temperature.** Outdoor LED fixtures shall have a correlated color temperature between four thousand (4,000) and five thousand (5,000) degrees Kelvin.

One-rdg. _____
P. Hrngs. X
Pgs. 94
Filed: 06-08-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 143

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 72.33 acres of
3 property generally located adjacent to Grant Avenue between College
4 Street and Catalpa Street from R-SF, Single Family Residential District; R-
5 TH, Residential Townhouse District; R-MD, Medium Density Multifamily
6 Residential District; GR, General Retail District; CC, Center City District;
7 and IC, Industrial Commercial District; to Grant Avenue Parkway District;
8 and adopting an updated Official Zoning Map. (Staff and Planning and
9 Zoning Commission both recommend approval.)
10 _____
11

12 WHEREAS, on July 1, 2019, City Council, by Resolution 10462, authorized the
13 City Manager to apply for a Better Utilizing Investments to Leverage Development
14 Transportation Discretionary Grant ("BUILD Grant") from the United States Department
15 of Transportation in an amount of up to \$25,000,000, to finance multi-modal
16 improvements and develop a linkage between Downtown Springfield and the Wonders
17 of Wildlife/Bass Pro Shops complex using Grant Avenue ("Grant Avenue Parkway
18 project"); and
19

20 WHEREAS, in November 2019, the City of Springfield received notice of an
21 award of \$21,000,000, in BUILD Grant funds for the Grant Avenue Parkway project; and
22

23 WHEREAS, on July 27, 2020, City Council, by Resolution 10517, enacted an
24 administrative delay of 180 days which would delay the acceptance and processing of
25 applications for demolition, new construction, re-platting of property, including lot
26 combinations, and rezoning of properties abutting the Grant Avenue Parkway project;
27 and
28

29 WHEREAS, on January 11, 2021, City Council, by Resolution 10548, extended
30 the administrative delay another 180 days until July 22, 2021, and charged City staff
31 with developing a plan and presenting recommendations and a report to City Council
32 before the July 22, 2021, expiration of the administrative delay; and
33

34 WHEREAS, on March 16, 2021, City Council, by Resolution 10565, adopted the
35 *Grant Avenue Parkway Corridor Plan* as an element of the Springfield Comprehensive
36 Plan for the development of the City of Springfield, Missouri; and
37

38 WHEREAS, the *Grant Avenue Parkway Corridor Plan* serves as a guide to
39 establish local policy decisions pertaining to land use, development form and intensities,
40 access and connections, and transitions into the surrounding neighborhoods along the
41 Grant Avenue Parkway; and
42

43 WHEREAS, one of the recommendations in the *Grant Avenue Parkway Corridor*
44 *Plan* is to establish a new zoning district as the primary implementation mechanism to
45 promote the development concepts and strategies outlined in the *Grant Avenue*
46 *Parkway Corridor Plan* and to initiate rezoning of the corresponding properties; and
47

48 WHEREAS, the establishment of the Grant Avenue Parkway District, as set forth
49 in accompanying Council Bill 2021-142, and the rezoning of the property pursuant to
50 this Ordinance implement the new zoning district recommendation; and
51

52 WHEREAS, following proper notice, a public hearing was held on June 3, 2021,
53 before the Planning and Zoning Commission, a copy of the Record of Proceedings from
54 said public hearing being attached hereto and incorporated herein by this reference as
55 "Exhibit B," and said Commission made its recommendation; and
56

57 WHEREAS, proper notice was given of a public hearing before City Council, and
58 said hearing was held in accordance with law.
59

60 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
61 SPRINGFIELD, MISSOURI, as follows, that:
62

63 Section 1 – The property described in "Exhibit A," which is attached hereto and
64 incorporated herein by this reference, is hereby rezoned from from R-SF, Single Family
65 Residential District; R-TH, Residential Townhouse District; R-MD, Medium Density
66 Multifamily Residential District; GR, General Retail District; CC, Center City District;
67 and/or IC, Industrial Commercial District; to Grant Avenue Parkway District. Springfield
68 Land Development Code, Section 36-306, 'Official zoning map and rules for
69 interpretation,' is hereby amended, changed and modified consistent with this
70 Ordinance.
71

72 Section 2 – City Council hereby directs the City Manager, or designee, to update
73 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
74 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
75 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
76 rules of interpretation.'
77

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021 - 143

FILED: 06-08-21

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 72.33 acres of property generally located adjacent to Grant Avenue between College and Catalpa Streets from R-SF, Single Family Residential District, R-TH, Residential Townhouse District, R-MD, Medium Density Multifamily Residential District, GR, General Retail District, CC, Center City District and IC, Industrial Commercial District to Grant Avenue Parkway District. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-11-2021

In November 2019, the City of Springfield received notice of award of a \$21 million federal Better Utilizing Investments to Leverage Development ("BUILD") grant to develop a link between Downtown and the Wonders of Wildlife/Bass Pro Shops complex using Grant Avenue. Once complete, the project will include dedicated bike and pedestrian trails, Complete Street improvements to Grant Avenue and increased activated greenspace through Springfield's urban core.

City Council passed a resolution on July 27, 2020, enacting an administrative delay of 180 days and extended the delay on January 11, 2021. The resolution delayed the acceptance and processing of applications for demolition, new construction, re-platting of property, including lot combinations, and rezoning. This action allowed City staff an opportunity to seek input from area residents, property owners, design professionals, and interested citizens regarding the Grant Avenue Parkway project. As part of this citizen engagement, staff has conducted a study, developed a corridor plan, a regulatory framework and other design recommendations. City staff was charged with developing a plan and presenting recommendations and a report to City Council before the July 22, 2021, expiration of the administrative delay.

In concert with the design of the parkway, a land use and development framework plan was developed by the consultants for Forward SGF, the City's Comprehensive Plan, in concert with City staff. The Grant Avenue Parkway Corridor Plan was adopted by City Council on March 16, 2021 and serves as a guide to establish local policy decisions pertaining to land use, development form and intensities, access and connections and transitions into the surrounding neighborhoods along the Grant Avenue Parkway. One of the action steps to achieving the vision for the corridor is to prepare zoning regulations that are unique to meet the desired flexibility in future development opportunities along the Parkway. The zoning text amendment, Grant Avenue Parkway

District Standards, appears on this same agenda. This request is the implementation of the zoning regulations recommended by the Grant Avenue Parkway Corridor Plan.

REMARKS:

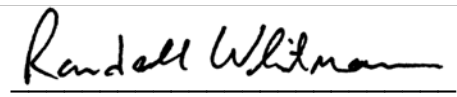
The Planning and Zoning Commission held a public hearing on June 3, 2021, and recommended approval, by a vote of 8 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. Approval of this request is consistent with the recommendations of the Grant Avenue Parkway Corridor Plan and, along with the approval of the text amendment for the Grant Avenue Parkway District, is the first step toward implementation of the Plan.
2. The proposed rezoning will provide the Grant Avenue corridor with a special identity and will allow for greater flexibility in development to achieve high-quality design and foster a sense of place.

Submitted by:



Randall Whitman, Principal Planner

Recommended by:



Brendan Griesemer, AICP
Acting 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: Neighborhood Meeting Summary

Attachment 2: Grant Avenue Parkway District Standards

Exhibit A

**LEGAL DESCRIPTION
ZONING CASE Z-11-2021**

A proposal to rezone the following described property from an IC, Industrial Commercial District and a CC, Center City District to Grant Avenue Parkway District, Subdistrict A:

All of Lots 1, 2, 19, and 20 of Block 1 of M. M. McCluers Addition and all of Lots 1 through 4 of John M. Wood's Addition and the vacated alley lying West and adjacent in Woods Addition to the City of Springfield, Greene County, Missouri.

And also:

All of Lots 4, 5, 6 and the West 80 feet of Lot 7 of Abbott's Subdivision in the City of Springfield, Greene County, Missouri.

And also:

All of Lots 5 through 7 of John M. Wood's Addition to the City of Springfield, Greene County, Missouri.

And also:

Beginning at the Southeast corner of Walnut Street and Grant Avenue in the City of Springfield, Greene County, Missouri; Thence East along the South right of way of Walnut Street a distance of 263.32 feet; Thence South, parallel with Grant Avenue a distance of 250 feet; Thence West, parallel with Walnut Street a distance of 263.54 feet to the East right of way of Grant Avenue; Thence North, along the said East right of way a distance of 250 feet to the point of beginning.

And the following described property from a GR, General Retail District and R-MD, Medium Density Multifamily Residential District to a Grant Avenue Parkway District, Subdistrict B:

All of Lots 10, 11, and 12 of J.H. Meinhardt's Addition in the City of Springfield, Greene County, Missouri.

And also:

All of Lots 9, 10, and 11 of Shipley's First Addition in the City of Springfield, Greene County, Missouri.

And also:

Beginning at the Northwest corner of Lot 11 of Shipley's First Addition in the City of Springfield, Greene County, Missouri; Thence North along the East line of Grant Avenue a distance of 174.81 feet to a point 250 feet south of the southeast corner of the intersection of Walnut Street and Grant Avenue; Thence East, parallel with Walnut Street, a distance of 263.54 feet; Thence South, parallel with Grant Avenue, a distance of 174.53 feet to a point on the North line of Lot 12 of Shipley's First Addition; Thence West, along the said North line of Lot 12 and also Lot 11, a distance of 263.0 feet to the point of beginning.

And the following described property from an R-SF, Single Family Residential District and GR, General Retail District to a Grant Avenue Parkway District, Subdistrict C:

(Campbell School) Beginning one hundred twenty-five (125) feet West of the northwest corner of Main and Mt. Vernon Streets in the City of Springfield, Missouri, thence north 280 feet, thence west 85 feet, thence south 280 feet, thence east 85 feet to the place of beginning (except tract 5 feet east and west by 185 feet north and south in the southeast corner), and

Beginning at a point 280 feet north of the northwest corner of Mt. Vernon Street and Main Avenue as now located in the City of Springfield, Greene County, Missouri, thence north 50 feet, thence west 268 feet, thence south 50 feet, thence east 268 feet to said point of beginning, in the City of Springfield, Greene County, Missouri, subject, however, to a joint drive way easement over the north 21 feet of the east 220 feet thereof, and

Beginning at a point 185 and 8/10ths (185.8) east of the northeast corner of Grant and Mt. Vernon Streets, thence east fifty-four (54) feet to an iron pin, thence north two hundred and sixty-two and 5/10ths (262.5) feet to an iron pin, in the south line of a private alley, 17 1/2 feet wide in the rear of the of the lot herein conveyed, which said private alley leads to and connects with an alley lying north of the Campbell School running from Grant Street to the northwest corner of the lot herein conveyed, thence west fifty (50) feet to an iron pin, thence south along the line of fence now defining the east boundary of the aforesaid Campbell School lot, two hundred and sixty-two and 5/10ths (262.5) feet to a place of beginning all of the above described land being in the southeast quarter of the northeast quarter of Section Twenty-Three (23), Township 29, Range 22, Greene County, Missouri, hereby granting to said second party, its successors and assigns, the right of ingress and egress to said lot, hereby conveyed over and across the private alley above described, and

Lots No. 1, 2, 3, 5, 6, 7, and 8 in Shipley's First Addition to the City of Springfield, Greene County, Missouri.

And also:

Beginning at the Northeast corner of Lot 9 of J.H. Meinhardt's Addition to the City of Springfield, Greene County, Missouri; Thence West along the South right of way of Pershing Street a distance of 308 feet the Northwest corner of Lot 41 in Block 11 of M.M. McCluers Addition to the City of Springfield; Thence South a distance of 160 feet to the Southwest corner of said Lot 41; Thence East along the South line of said Lot 41 a distance of 30 feet; Thence South 160 feet to the South line of Lot 60 in Block 11 of M.M. McCluers Addition; Thence East a distance of 278 feet to the Southeast corner of Lot 6 of J.H. Meinhardt's Addition; Thence North a distance of 320 feet to the point of beginning.

And also:

All of Lots 1, 2, 3, 4, 5, 15, & 16 of J.H. Meinhardt's Addition to the City of Springfield, in Greene County, Missouri, except that part taken for street purposes.

And also:

Beginning at the Southwest corner of the intersection of Grant Avenue and Mt. Vernon

Street in the City of Springfield, Greene County, Missouri; Thence West along the South right of way of Mt. Vernon Street a distance of 302 feet to the Southeast corner of the intersection of Mt. Vernon Street and Douglas Avenue; Thence South along the East right of way of Douglas Avenue a distance of 186 feet to the Southwest corner of a tract described in Book 2020 on Page 035490-20; Thence East along the South line of said tract a distance of 152 feet to the Southeast corner of said tract; Thence South a distance of 1 foot to the Southwest corner of a tract described in Book 2018 on Page 023070-18; Thence East along the South line of said tract a distance of 150 feet to the West right of way of Grant Avenue; Thence North along the said West right of way a distance of 187 feet to the point of beginning. Except any part taken for road purposes. And also:

Beginning at the Southeast corner of the intersection of Grant Avenue and Mt. Vernon Street in the City of Springfield, Greene County, Missouri; Thence South along the East right of way of Grant Avenue a distance of 199 feet to the Northwest corner of a tract described in Book 2019 on Page 043990-19; Thence East along the North line of said tract a distance of 199 feet; Thence North a distance of 13 feet; Thence East a distance of 95.5 feet to the Southeast corner of a tract described in Book 2016 on Page 001347-16; Thence North along the East line of said tract a distance of 185 feet to the South right of way of Mt. Vernon Street; Thence West along the said South right of way a distance of 294.5 feet to the point of beginning. Except any part taken for road purposes.

And the following described property from an R-SF, Single Family Residential District and R-MD, Medium Density Multifamily Residential District to a Grant Avenue Parkway District, Subdistrict D:

Commencing at the Southeast corner of the intersection of Mt. Vernon Street and Douglas Avenue; Thence South along the East right of way of Douglas Avenue a distance of 186 feet to the Northwest corner of a tract described in Book 2017 on Page 007030-17 and the True Point of Beginning; Thence South along the East right of way of Douglas Avenue a distance of 2292 feet, more or less, to the Southwest corner of a tract described in Book 2012 on Page 043148-12; Thence East along the South line of said tract a distance of 156.66 feet; Thence North along the West line of a tract described in Book 2666 on Page 2329 a distance of 37.65 feet; Thence East along the North line of said tract a distance of 133.29 feet to the West right of way of Grant Avenue; Thence East along said West right of way a distance of 5 feet to an iron pin; Thence North along the West right of way of Grant Avenue a distance of 2245.7 feet to the Northeast corner of a tract described in Book 2020 on Page 029216-20 and being 187 feet South of the Southwest corner of the intersection of Grant Avenue and Mt. Vernon Street; Thence West along the North line of said tract a distance of 150 feet; Thence North 1 foot to the Northeast corner of a tract described in Book 2017 on Page 007030-17; Thence West along the North line of said tract a distance of 152 feet to the Point of Beginning. Except any part taken for road purposes.

And also:

Commencing at the Southeast corner of the intersection of Grant Avenue and Mt. Vernon Street in the City of Springfield, Greene County, Missouri; Thence South along

the East right of way of Grant Avenue a distance of 199 feet to the Northwest corner of a tract described in Book 2019 on Page 043990-19 and the True Point of Beginning; Thence continuing South along the East right of way of Grant Avenue a distance of 403.87 feet to the Northeast corner of the intersection of Grant Avenue and State Street; Thence East along the North right of way of State Street a distance of 367.5 feet, more or less, to the Southeast corner of a tract described in Book 2005 on Page 054182-05; Thence North along the East line of said tract and the projection thereof a distance of 309 feet to the North right of way of Harrison Street; Thence East along said North right of way a distance of 8 feet to the Southeast corner of a tract described in Book 2018 on Page 043722-18; Thence North a distance of 125 feet to the Northeast corner of said tract; Thence West a distance of 190.75 feet to the Southwest corner of a tract described in Book 2016 on Page 001347-16; Thence South 13 feet to the Northeast corner of a tract described in Book 2019 on Page 043990-19; Thence West along the North line of said tract a distance of 199 feet to the Point of Beginning. Except any part taken for road purposes.

And also:

Beginning at the Southeast corner of the intersection of Grant Avenue and State Street; Thence South along the East right of way of Grant Avenue a distance of 632 feet to the Northeast corner of the intersection of Grant Avenue and Madison Street; Thence East along the North right of way of Madison Street a distance of 302 feet to the Southwest corner of a tract described in Book 2014 on Page 031032-14; Thence North a distance of 194.3 feet to the Northwest corner of said tract; Thence West a distance of 17 feet; Thence North a distance of 215 feet to the Southeast interior corner of Lot 4 of Everett Place Subdivision in the City of Springfield, Greene County, Missouri; Thence East a distance of 21.58 feet; Thence North a distance of 219.25 feet to the South right of way of State Street; Thence West along said right of way a distance of 302.58 feet to the Point of Beginning. Except any part taken for road purposes.

And also:

All of Lots 12 through 20 in the Amended Plat of Grant Avenue Playground Addition and Lots 9 through 15 in Grant Avenue Playground First Addition, all in the City of Springfield, Greene County, Missouri.

And also:

Beginning at the Southeast corner of the intersection of Grant Avenue and Madison Street; Thence South along the East right of way of Grant Avenue a distance of 542.04 feet to the northwest corner of a bicycle path in Grant Avenue Playground First Addition in the City of Springfield, Greene County, Missouri; Thence East along the North line of said path, 156.19 feet; Thence North a distance of 543.48 feet to the South right of way of Madison Street; Thence West a distance of 145.65, more or less to the Point of Beginning. Except any part taken for road purposes.

And the following described property from a GR, General Retail District, R-SF, Single Family Residential District and an R-TH, Residential Townhouse District to a Grant Avenue Parkway District, Subdistrict E:

All of Lots 7 through 11 in the Amended Plat of Grant Avenue Playground Addition in

the City of Springfield, Greene County, Missouri.

And also:

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4)OF SECTION TWENTY-THREE (23) TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22) IN SPRINGFIELD, GREENE COUNTY, MISSOURI DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL AT THE SOUTHEAST CORNER OF THE SOUTHWEST

QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-THREE (23); THENCE NORTH 2°33'38" EAST 78.19 FEET TO A POINT; THENCE SOUTH 89°11'31" WEST 55.30 FEET TO AN ALUMINUM CAPPED IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF GRANT STREET AS IT NOW EXISTS IN AUGUST OF 1998, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 02°33'38" EAST ALONG SAID RIGHT-OF-WAY LINE 124.65 FEET TO A CAPPED IRON PIN; THENCE SOUTH 88°38'04" WEST 133.29 FEET TO A CAPPED IRON PIN; THENCE SOUTH 01°09'41" EAST 37.65 FEET TO A CAPPED IRON PIN; THENCE NORTH 89°11'29" WEST 156.66 FEET TO THE EAST RIGHT OF WAY OF DOUGLAS AVENUE; THENCE SOUTH 01°32'27" WEST ALONG SAID RIGHT-OF-WAY LINE 105.54 FEET TO A CAPPED IRON PIN; THENCE SOUTH 89°11'31" EAST 263.71 FEET TO A CAPPED IRON PIN ON THE WEST RIGHT OF WAY LINE OF GRANT STREET; THENCE NORTH 44°22'46" EAST A DISTANCE OF 32.51 FEET TO THE TRUE POINT OF BEGINNING/ IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT ANY PART THEREOF DEEDED, TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

And also:

Beginning at the Northeast corner of Lot 1 of the Grant-Douglas Subdivision in the City of Springfield, Greene County, Missouri; Thence North along the West right of way of Grant Avenue a distance of 569 feet, more or less, to the South right of way of Grand Street; Thence West along the said South right of way a distance of 315 feet, more or less, to the East right of way of Douglas Avenue; Thence South along the said East right of way a distance of 567 feet, more or less, to the extended North line of said Lot 1; Thence East a distance of 322 feet, more or less, to the Point of Beginning. Except any part taken for road purposes.

And also:

Beginning at the Northeast corner of Lot 4 of the Grant-Douglas Subdivision, in the City of Springfield, Greene County, Missouri; Thence South along the West right of way of Grant Avenue a distance of 392.52 to the Northwest corner of Grant Avenue and Catalpa Street; Thence Northwesterly along the North right of way of Catalpa Street a distance of 251.32 feet to the East right of way of Douglas Avenue; Thence North along said East right of way a distance of 288 feet to the Northwest corner of said Lot 4;

Thence East a distance of 304.7 to the Point of Beginning. Except any part taken for road purposes.

And also:

Beginning at the Southwest corner of the intersection of Grant Avenue and Catalpa Street in the City of Springfield, Greene County, Missouri; Thence Southwesterly along the West right of way of Grant Avenue a distance of 207.69 feet; Thence, leaving said right of way, West a distance of 113.12 feet to the East line of vacated Douglas Avenue; Thence West a distance of 30 feet to the West line of vacated Douglas Avenue; Thence North along said West line a distance of 274.78 feet to the South line of Catalpa Street; Thence East along the said South right of way a distance of 261.55 feet to the Point of Beginning. Except any part taken for road purposes.

And also:

All of Lots 9 through 13 of Block 2 and Lots 2, 3, 4, and the West 5 feet of Lot 1 in Block 3 in Miles-George Parkview Subdivision in the City of Springfield, Greene County, Missouri.

And also:

Beginning at the Southwest corner of Lot 4 of Block 3 in Miles-George Parkview Subdivision in the City of Springfield, Greene County, Missouri; Thence East a distance of 200 feet; Thence South a distance of 170 feet; Thence West a distance of 200 feet to the East right of way of Grant Avenue; Thence North a distance of 170 feet to the point of Beginning.

And also:

Beginning At the Northeast corner of Lot 45 in Holman Place Addition in the City of Springfield, Greene County, Missouri; Thence South along the West line of the existing alley a distance of 400 feet to the Southeast corner of Lot 60 of said Addition; Thence West along the South line of Lot 60 a distance of 181.8 feet; Thence North a distance of 56 feet to the Southeast corner of a tract described in Book 2006 on Page 051183-06; Thence West along the South line of said tract a distance of 189 feet to the East right of way of Grant Avenue; Thence along the said East right of way a distance of 388.52 to a point on the extension of the North line of said Lot 45; Thence East along the North line and the extension thereof of Lot 45 a distance of 199.53 to the Point of Beginning. Except any part taken for road purposes.

And the following described property from a GR, General Retail District and R-SF, Single Family Residential District to a Grant Avenue Parkway District, Subdistrict F:

All of Lots 1, 2, and 3 of Grant-Douglas Subdivision in the City of Springfield, Greene County, Missouri.

And also:

Commencing at the Southwest corner of Lot 4 of Block 3 Miles-George Parkview Subdivision in the City of Springfield, Greene County, Missouri; Thence South along the East right of way of Grant Avenue a distance of 170 feet to the True Point of Beginning; Thence continuing South a distance of 230 feet to the Northwest corner of Lot 31 of Holman Place Addition; Thence continuing along said East right of way a distance of 350 feet, more or less, to a point on the extension of the North line of said Lot 45 of

Holman Place Addition; Thence East along the North line and the extension thereof of Lot 45 a distance of 199.53 feet to the Northeast corner of said Lot 45; Thence North along the West line of the existing alley a distance of 360 feet to the North right of way of Loren Street; Thence East along the said North right of way a distance of 18.2 feet to the Southeast corner of a tract described in Book 1804 on Page 648; Thence North along the east line of said tract a distance of 55 feet; Thence West a distance of 6 feet; Thence North a distance of 165 feet; Thence West a distance of 200 feet to the Point of beginning. Except any part taken for road purposes.
And also:

Beginning at the Northeast corner of Lot 6 of Greenhouse Estate in the City of Springfield, Greene County, Missouri; Thence East along the South right of way of Catalpa Street a distance of 780 feet, more or less, to the West line of vacated Douglas Avenue; Thence South along the said West line a distance of 245 feet, more or less, to Fassnight Creek; Thence along the center of Fassnight Creek a distance of 800 feet, more or less, to the East boundary of Greenhouse Estate; Thence North along said East boundary a distance of 310 feet, more or less, to the Point of Beginning.

Exhibit B

RECORD OF PROCEEDINGS Planning and Zoning Commission – June 3, 2021

Z-11-2021 and Grant Avenue Parkway Corridor Amendment

An area generally bounded by College Street on the north, Catalpa Street on the south and properties adjacent to the Grant Avenue right-of-way, generally between Douglas and Main Avenues.

Applicant: City of Springfield

Mr. Randall Whitman states that this is a request to rezone 72.33 acres in the GAP Corridor Plan (Z-11-2021) and establishing the development code for the Grant Avenue Parkway Corridor Amendment and gave an overview of the process.

BUILD Grant – November 2019	GAP District zoning – June 3 -28, 2021
Administrative Delay – January 11, 2021	GAP Rezoning – June 3-28,2021
GAP Concept Plan – February 2021	Administrative Delay - Expires July 22, 2021
GAP Corridor Plan adoption – March 22, 2021	Build Grant Funds Obligated – September 2021

Key Recommendations adopted March 2021 were Transportation framework, Land use framework, Regulatory framework, and Zoning Implementation.

Existing Zoning is RSF – Single-Family Residential, R-TH - Residential Townhouse, R-MD - Medium Density Multifamily Residential, GR - General Retail, CC - Center City, and IC - Industrial Commercial.

Subdistricts

A – Mixed use	College Street to Walnut Street Prioritizes mixed use, complements existing CC- Center City Zoning and brewery Transitional scale from downtown / urban to traditional neighborhood Prioritizes adaptive reuse and conversion of existing structures CC - Bulk and area requirements (minimal) Max front setback – 10' Min height – 3-stories
B – Mixed use, multi-family, adaptive reuse	Walnut Street to Elm Street Mixed use, mixed residential, live-work, and commercial / office Transitional area between sub-districts / downtown and neighborhood Prioritizes adaptive reuse and conversion Min / Max front setback – 15' / 25'

	Min / Max height – 3 / 4 stories
C – Mixed use, multi-family, and neighborhood-scale commercial	Elm Street to Mt. Vernon Street Mixed use, mixed residential, live-work, and commercial / office, Targeted neighborhood scale-commercial Prioritizes adaptive reuse and conversion Max front setback – 10' Min / max height – 2 / 3 stories
D – Mixed residential	Mt. Vernon Street to Grand Street Mixed residential and live/work Targeted flexibility in housing type and density Transition from higher density residential east to traditional neighborhood - single-family housing Min / Max front setback – 15' / 25' Min / Max height – 2 / 3 stories
E – Mixed use	Grand Street to Catalpa Street Mixed use, local serving neighborhood commercial uses integrated into the streetscape Emphasis on the location of the Grand Avenue Parkway and Fassnight Park and Greenway to generate increased pedestrian traffic Min / Max front setback – 10' / 20' Min / Max height – 3 / 4 stories
F – Mixed use and Multi-family	Grand Street to Catalpa Street Multi-family, mixed use, local serving neighborhood commercial uses integrated into the streetscape Emphasis on the location of the Grand Avenue Parkway and Fassnight Park and Greenway to generate increased pedestrian traffic Min / Max front setback – 15' / 25' Min / Max height – 3 / 4 stories

Grant Avenue Parkway District (All)

- Provisions specific to conversion of existing structures.
- No maximum housing densities established.
- Parking is not allowed in front yards or within the front setback.
- No parking required for commercial or non-residential use.
- Strongly discourage access to Grant Avenue, requiring cross access easements and shared access where possible.

Applying the Standards

Awnings and Canopies: Building awnings, canopies, or similar weather protection devices are encouraged on the first floor of non-single-family development. If provided, awnings or canopies shall project a minimum of three (3) feet and a maximum of ten (10) feet from the façade. Rounded or hooped awnings/canopies shall be prohibited.

Transparency: The ground level must offer pedestrian interest along sidewalks and pedestrian paths through the placement of window and doors. Therefore, the first floor of any building façade facing a public right-of-way with the exception of alleys shall include transparent, clear glass windows and / or doors arranged so that the uses inside are visible from and / or accessible to the street on at least forty (40) percent of the subject façade. Window and / or doors with reflective or tinted glass that impede views into a building shall be prohibited.

Story Height: The height of the first floor of new development shall be consistent with the height of the first floor of existing adjacent development and shall be emphasized using storefronts and architectural features.

Key Distinctions

- Mix of uses at nodes along the parkway, creating pedestrian-oriented neighborhood and downtown destinations for products and services.
- Detached signs allowed in limited areas.
- No commercial parking lots, except in area A.
- No required commercial parking calculation – focused and designed for the pedestrian.
- Artisan manufacturing is a new, encouraged use.
- Place is prioritized over use.

Community Input and Priorities

Neighborhood Meetings – May 5 & 19, 2021

- Over 80 individuals participated in the two combined events (in-person and remotely)
- Fielded numerous Parkway questions and anticipated impacts to adjoining properties
- Concerns about congestion, traffic, and parking
- Proponents, some frustrated in being left out of the zoning change or problem properties excluded

Grant Avenue Corridor Planning Input

- Connections to parks, greenway, and schools
- Participants supportive of proposed use mix and desired form
- Impact on the neighborhood character and fabric

Forward SGF – 2019-2020

- More walkable, livable integrated commercial districts in neighborhoods
- Diversity in housing types, affordability, and availability
- Beautification and higher quality development
- Bold leadership-commitment to big, transformational decisions

Ms. Broekhoven asked about blighted designations in the corridor.

Mr. Griesemer stated that there are blighted properties, however the City has not done blight study but would like to complete one.

Ms. Bruce asked about setbacks and street front. Do the minimum setback allow for cases for street seating (restaurant) and if addressed for the district.

Mr. Whitman stated that the frontage types are defined and there are requirements that will allow out-door seating and it is addressed in the reports.

Mr. Rosenbury said the sections look real like residential and do apply for first floor for a commercial building but could be carved out for frontage type, i.e., out-door dining.

Mr. Colony asked about current zoning for the district.

Mr. Whitman stated that there are various zoning types throughout the subsections.

Mr. Bill Knuckles asked about the subsections and how to support the commercial uses with parking.

Mr. Whitman stated this plan does not address parking as the entire corridor is catered toward neighborhoods, downtown, and pedestrians for walking and do not have the parkway design yet but has the design code for parking.

Mr. Rosenbury stated that they are not requiring certain minimum for parking.

Mr. Coltrin commended staff and if the staff ever envisions a request for a variance in the corridor.

Mr. Whitman said that they have addressed various provisions, and this is a foray into new codes and standards and hoping that the development community will step-up and they have had a lot of new interest and investments.

Mr. Colony asked about the standards for lighting.

Mr. Whitman said that they have addressed light pollution within the code and Mr. Hosmer noted the standards.

Mr. Doennig opened the public hearing.

Ms. Patricia Neff, 632 W. Mt. Vernon had a question on the letter that she received stating that the Planning and Zoning Commission will not rezone her property.

Mr. Hosmer clarified the statement saying that Planning and Zoning does not rezone, however they do make a recommendation and is forwarded to the City Council.

Mr. Bentley Dyer, 1143 W. Highland asked about a bufferyard and alley, he wondered if there will be any regulations or provisions for a bufferyard on the property due to parking and traffic being moved to the back noting possible residential up against a

possible 4 story building because there will not be a buffer zone. He also asked about the lot that was given to the Parks Department and if it would be turned into something.

Mr. Hosmer stated that they are no buffers for an alley unless it was vacated and noted that the lot mentioned belongs to the Parks Department and will remain with Parks.

Mr. Whitman also noted that they have several bufferyard requirements in the district and if they get redeveloped then they would have to add a bufferyard, fence, etc., in this case.

Mr. Doennig closed the public hearing.

COMMISSION ACTION: (Z-11-2021)

Mr. Jobe motioned to **approve** Z-11-2021 (An area generally bounded by College Street on the north, Catalpa Street on the south and properties adjacent to the Grant Avenue right-of-way, generally between Douglas and Main Avenues). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Ogilvy.

COMMISSION ACTION: (Grant Avenue Parkway Corridor Amendment)

Ms. Bruce motioned to **approve** the Grant Avenue Parkway Corridor Amendment (An area generally bounded by College Street on the north, Catalpa Street on the south and properties adjacent to the Grant Avenue right-of-way, generally between Douglas and Main Avenues). Mr. Colony seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Ogilvy.

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

Bob Hosmer, AICP
Planning Manager

Exhibit C



Development Review Staff Report

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

June 3, 2021

June 14, 2021

CASE: GAP, Grant Avenue Parkway District Text Amendment and Zoning Case Z-112021

STAFF: Randall Whitman, Principal Planner
417-864-2027

PROPOSED MOTION: To adopt the GAP, Grant Avenue Parkway District Text Amendment as a new zoning district and to approve Zoning Case Z-11-2021 as submitted in the staff report.

Required vote is a majority of those present (5 members are a quorum)



SUMMARY OF TEXT AMENDMENT AND ZONING DISTRICT

In November 2019, the City of Springfield received notice of award of a \$21 million federal BUILD (Better Utilizing Investments to Leverage Development) grant to develop a link between Downtown and the Wonders of Wildlife/Bass Pro Shops complex using Grant Avenue. Once complete, the project will include dedicated bike and pedestrian trails, Complete Street improvements to Grant Avenue and increased activated greenspace through Springfield's urban core.

City Council passed a resolution on July 27, 2020 enacting an administrative delay of 180 days and extended the delay on January 11, 2021. The resolution delayed the acceptance and processing of applications for demolition, new construction, re-platting of property, including lot combinations, and rezoning. This action allowed City staff an opportunity to seek input from area residents, property owners, design professionals, and interested citizens regarding the Grant Avenue Parkway project. As part of this citizen engagement, staff has conducted a study, developed a corridor plan, a regulatory framework and other design recommendations. City staff was charged with developing a plan and presenting recommendations and a report to City Council before the July 22, 2021 expiration of the administrative delay.

In concert with the design of the parkway, the consultants for Forward SGF, the City's Comprehensive Plan, worked with City staff and the Owner's Representative for the Parkway project to develop a land use and development framework plan for properties adjacent to the Grant Avenue Parkway generally from College Street to Catalpa Street. The Grant Avenue Parkway Corridor Plan, was adopted by City Council on March 16, 2021 and serves as a guide to establish local policy decisions pertaining to land use, development form and intensities, access and connections and transitions into the surrounding neighborhoods along the Grant Avenue Parkway.

One of the recommendations in the Grant Avenue Parkway Corridor Plan is to establish a new zoning district as the primary implementation mechanism to promote the development concepts and strategies outlined in the Plan and to initiate a rezoning of the corresponding properties. The proposed Grant Avenue Parkway District and accompanying zoning case is the implementation of that recommendation.

Development Review Staff Report



The goal of the Grant Avenue Parkway Corridor Plan, District and rezoning of identified properties is to promote reinvestment and redevelopment along the Parkway and into the surrounding neighborhoods. The regulations established in the Grant Avenue Parkway District ask more of the development community in delivering high-quality design that fosters a sense of place. In exchange, the regulations also provide for greater flexibility regarding what residents and business owners can do with their property, including a broader range of permitted uses and permitted height and density and provide for greater creativity in design.

The GAP District, like the Corridor plan, will apply to those areas adjacent to the Parkway from College to Catalpa Streets that are generally within 500 feet east and west of the Grant Avenue centerline, as well as Grand Street. The Grant Avenue Parkway District is intended to promote reinvestment and redevelopment that leverages the new Parkway as an asset by providing greater flexibility to achieve high-quality design and foster sense of place.

The proposed GAP District prioritizes place over use, allows for greater flexibility of uses, enhances development and design standards, and streamlines development approval through thirteen main sections that comprise the District as shown below.

- | | |
|--|------------------------------|
| 1. General Provisions | 8. Off-Street Parking |
| 2. GAP District purpose and intent | 9. Landscape |
| 3. Established of Subdistricts A through F | 10. Screening |
| 4. Bulk Standards | 11. Signs |
| 5. Permitted and Conditional Uses | 12. Outdoor Lighting |
| 6. Use Specific Standards | 13. Site Plan Review Process |
| 7. Building, Orientation, Siting, and Design | |

This report highlights the sections of the GAP District that differ significantly from existing zoning regulations. The standards established in the GAP District control building architecture and design, allowed density and development patterns and other areas that combine to make the district unique.

Establishment of Subdistricts

The Grant Avenue Parkway District is comprised of unique character areas with varying patterns of development, architectural styles and visions as established in the Corridor Plan. To better regulate these areas, the GAP District is divided into six subdistricts, Subdistricts A through F. The purpose for the subdistricts is to capitalize on the unique character of each portion of the GAP District and accommodate existing development while encouraging additional opportunities for redevelopment and reinvestment. The following is a summary of each of the proposed subareas:

Subdistrict A: Generally located from College Street to Walnut Street at the north end of the GAP District. This area is prioritized for mixed-use development. New development in this area shall complement nearby downtown urban-scale development and provide for integration of these uses into a more traditional neighborhood form.

Subdistrict B: This subdistrict is generally located from Walnut Street to Elm Street and is intended to accommodate the renovation of existing residential structures or their conversion to neighborhood-scale home businesses. This subdistrict also accommodates mixed-use or multifamily residential development to create a seamless transition to adjacent subdistricts.

Subdistrict C: This subdistrict is generally located from Elm Street to Mt. Vernon Street and is intended to be a local-serving mixed-use neighborhood center that is compatible with the West Central Neighborhood. This subdistrict allows for the conversion of existing properties to preserve their historic integrity and extend their economic life by allowing owners to justify expenditures for repairs and modernization.

Subdistrict D: This subdistrict is generally located from Mt. Vernon Street to Grand Street and is intended to be a mixed residential corridor. This subdistrict is intended to accommodate reinvestment in existing homes and new development of higher density housing types that blend seamlessly with existing nearby residences.

Subdistrict E: This subdistrict is generally surrounding the Grant and Grand and Grant and Catalpa intersections is intended to accommodate local-serving, mixed-use neighborhood centers that benefit from traffic along Grand Street and the connection of Fassnight Park at Catalpa Street. New development in this subdistrict should complement the entrance to Fassnight Park and the connection to the Fassnight Creek Greenway trail.

Development Review Staff Report



Subdistrict F: This subdistrict is generally located along Grant Avenue at Delmar and Loren Streets and along Catalpa Street west of Grant Avenue and is intended to accommodate higher density residential and mixed-use development to support adjacent neighborhood retail nodes.

Bulk Standards

The proposed Bulk Standards, shown in Table 36-487, are aimed at reducing setbacks along the street and establishing a maximum setback for structures which is intended to activate the Parkway by bringing the buildings forward to the street and requiring parking to be placed behind the building, particularly in Areas A, B, C, and E where mixed-use development is allowed and encouraged. The setbacks proposed in Subdistricts D and F are more reflective of residential development and are more compatible with existing residential development.

The minimum and maximum heights proposed within each subdistrict are intended to ensure development that is reflective and complementary to existing and nearby development. There is not a maximum height proposed within subdistrict A to be consistent with the relaxed height requirements in the existing CC, Center City zoning on property within subdistrict A. The other subdistricts are restricted to a maximum height of 3 stories in subdistricts C and D and 4 stories in subdistricts B, E and F.

Permitted and Conditional Uses

Table 36-488 identifies permitted and conditional uses within each subdistrict. The uses permitted within each subdistrict reflect the unique character of each area and provide for a transition from north to south along the corridor from downtown to the heart of the West Central Neighborhood and then south toward Fassnight Park and the Fassnight Creek Greenway. Subdistrict A, at the northern end of the corridor, accommodates mixed-use development as well as stand-alone retail, entertainment and service uses. Within subdistrict A, artisan manufacturing as well as breweries, wineries and distilleries are also permitted. Multifamily is permitted as part of a mixed-use development. Subdistrict B serves as a transition area into the West Central Neighborhood and accommodates mixed-use development as well as retail and residential uses. Subdistrict C serves as a focal point for the West Central neighborhood and a transition area into the primarily residential portion of the corridor south of this area to Grand Street. Within Subdistrict C, mixed use is encouraged along with a mix of small-scale retail and office conversions and residential uses. Subdistrict D is the mixed residential portion of the corridor. A variety of housing types are permitted within Subdistrict D as well as Bed and Breakfast and general office conversions. Subdistrict E serves as a mixed-use and retail node at Grant Avenue and Grand Street and along Grant Avenue near the entrance to Fassnight Park and the Greenway trail. Both areas are high traffic areas and uses that locate in Subdistrict E are intended to serve patrons along the parkway as well as traffic along Grand and residents in the area. At the southern end of the District, Subdistrict F, provides for mixed-use as well as stand-alone multifamily uses with the approval of a Conditional Use Permit. Stand-alone retail as well as general and medical offices are also permitted within this area.

Building Orientation, Siting and Design

This section establishes the standards that set this district apart from development that can be achieved under the existing zoning. The additional flexibility and creativity that is afforded in the use and design of structures along the corridor is in exchange for development standards intended to ensure a high-quality design that fosters a sense of place along the corridor. This section of the district establishes the mixed-use and multifamily building types and outlines the frontage type standards that development within the district must incorporate. The frontage types range from different porch types (Projecting, Engaged, Integral), commonly found on residential structures to a forecourt and shopfront, which are more appropriate for mixed-use or non-residential buildings. All the frontage types are aimed at creating interest and a focal point for buildings to address the street as all buildings are required to be oriented toward Grant Avenue or the primary street if the building is located on a side street. This section also establishes exterior building materials that can be used within the district, including a requirement to create pedestrian interest on the ground level of buildings by using contrasting materials and elements. Vinyl and clapboard siding materials are prohibited within the district. While this is a significant change in current zoning requirements, the intent is to create high-quality, sustainable development along the corridor.

Requirements to create pedestrian interest along the sidewalks and pedestrian pathways are included in this section, including a requirement for transparency (windows and doors) at the ground level of non-residential or mixed-use buildings. The ground level of mixed-use, multi-family and nonresidential buildings must further offer pedestrian interest through façade articulation and the use of contrasting design elements. The use of awnings and canopies are also encouraged at the ground level of non-residential and mixed-use buildings. These requirements are intended to create

Development Review Staff Report



visual interest and activity at the street level and prevent large expanses of blank walls and buildings that don't engage the street and pedestrian realm.

Off-Street Parking

Off-street parking within the district is required to be located to the rear of the principal building and accessed from a side street, alley, or access easement. In addition, internal circulation systems are required to allow traffic to travel between properties without the need to access the street system. These requirements are intended to push the buildings closer the street and keep the vehicular access points along Grant Avenue and side streets to a minimum. Off-street parking is not required in Subdistrict A and for non-residential uses in Subdistricts B, C, D, E, and F. This is comparable to the current off-street parking requirements in the CC, Center City District for the downtown area and is intended to foster a more pedestrian, walkable, and bikeable corridor.

Landscape

Landscaping requirements within the district are enhanced with requirements for a combination of trees, shrubs, native grasses and/or groundcover for all non-single-family development. Just as in the current zoning regulations, there are requirements for parking lot perimeter and interior landscaping and buffer area (bufferyards) and screening. However, the standards contained in this district call for additional plantings along the perimeter and interior of development sites to create an overall softening of development and to create visual appeal as well as supporting stormwater management where appropriate. One shift with the buffer area standards contained in this district is that they are required based on adjacent use rather than on zoning district. In addition, the width of the required buffer area is consistent across all development types rather than varying between zoning districts. As proposed in this district, a minimum 7-foot-wide buffer area, with plantings and a fence, is required along interior property lines of all non-single-family development when adjacent to single-family uses. In addition to the other landscaping requirements, this district introduces the concept of a building foundation area for all non-single-family development, unless the development is built with a zero-foot setback. The building foundation area is an additional landscaped area at the base of buildings to further promote a softening effect of development and is designed to frame architectural features and to visually soften the expanse of walls.

Signs

This district has a robust, more restrictive sign section, including standards for a variety of signs that are permitted, both permanent and temporary, within the district. Permanent signs include wall, awning or canopy, projecting, window, and on-site directional signs. Temporary signs include banner, sidewalk, window, yard, and post signs. The permitted signs are intended to complement development along the corridor while not creating visual clutter along the Parkway. The district will prohibit certain signs such as electronic message boards, roof signs and billboards or off-premise signs.

The accompanying zoning case, Z-11-2021 will rezone the subject properties along the Grant Avenue Corridor to the newly created Grant Avenue Parkway District, Subdistricts A through F. if approved.

Approval of the proposed GAP District and zoning case Z-11-2021 will fulfill the implementation of the recommendations of the Grant Avenue Parkway Corridor Plan by establishing the regulatory standards necessary to accommodate and promote appropriate development along the Parkway and rezone the subject properties so that development along the parkway can occur without additional processes or delay.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The Grant Avenue Corridor Plan was adopted by City Council as an element of the Comprehensive Plan on March 16, 2021. The Plan recommends a new zoning district be established as the primary implementation mechanism to promote the development concepts and strategies outlined in the Plan and to initiate a rezoning of the corresponding properties. The proposed Grant Avenue Parkway District and accompanying zoning case is the implementation of that recommendation.

The Growth Management and Land Use Element of the Comprehensive Plan encourages innovative development and redevelopment using incentives and appropriate regulations, to achieve desired residential and nonresidential development patterns.

Development Review Staff Report



PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

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

STAFF COMMENTS:

Staff recommends approval of the Grant Avenue Parkway District as a new zoning district.

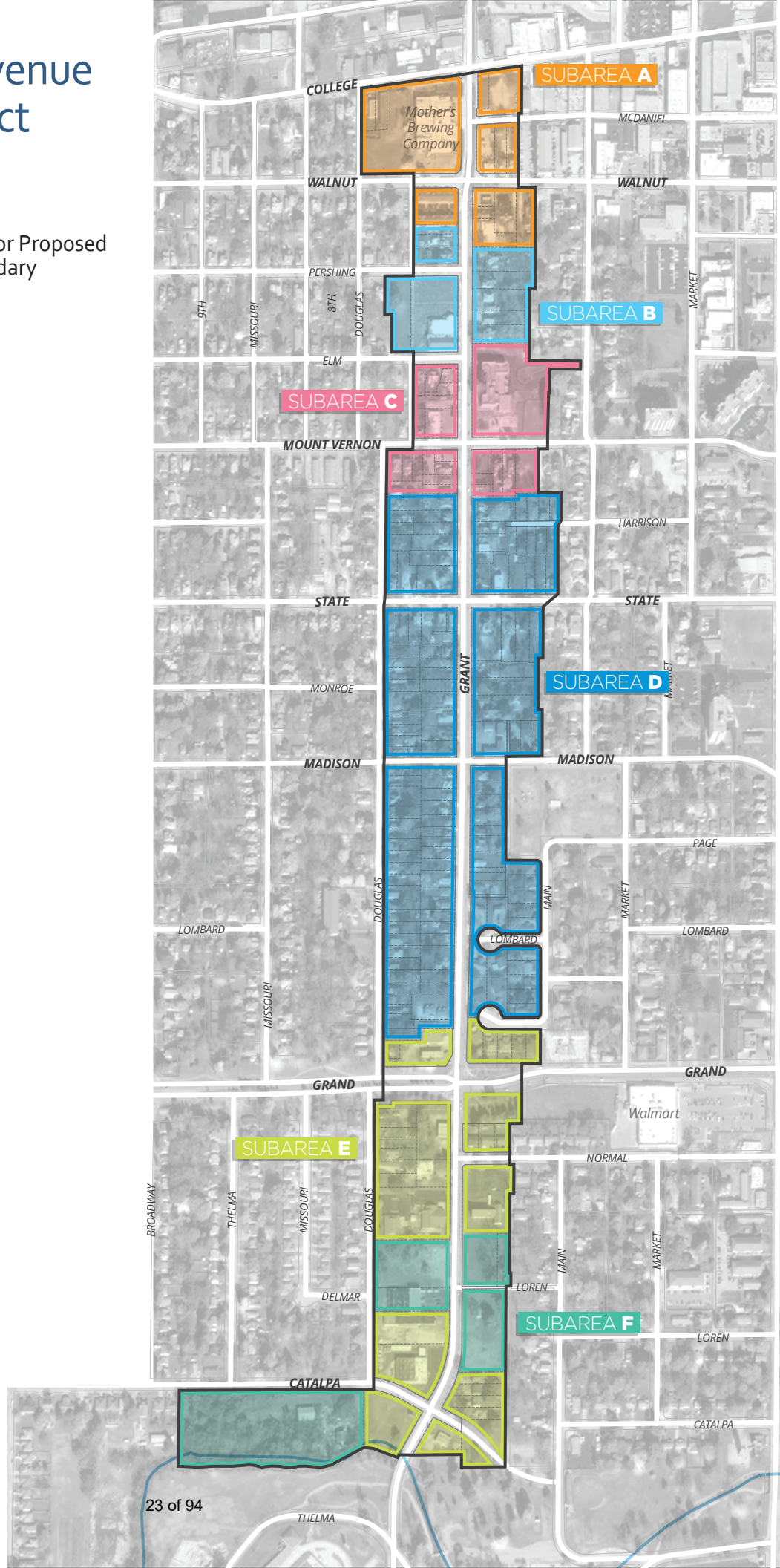
Staff recommends approval of Zoning Case Z-11-2021.

PUBLIC COMMENTS:

In addition to the multiple meetings held regarding the Grant Avenue Parkway Project, two neighborhood meetings were recently held, on May 5, 2021 and May 19, 2021, on this proposed district and accompanying zoning case where information was shared with attendees and feedback was received. The attendance list and summary of the meetings is attached.

Proposed Grant Avenue Parkway District

Legend:  Grant Avenue Corridor Proposed District Boundary



Neighborhood Meeting Report

Two (2) neighborhood meetings were hosted to collect feedback and review the proposed Grant Avenue Parkway (GAP) District regulations and subsequent rezoning.

- Grant Avenue Parkway District Neighborhood Meeting No. 1 - Wednesday, May 5, 2021
- Grant Avenue Parkway District Neighborhood Meeting No. 2 - Wednesday, May 19, 2021

Grant Avenue Parkway (GAP) District Neighborhood Meeting No. 1 - Wednesday, May 5, 2021

An in-person and remote meeting option, via Zoom, was hosted for all property owners, residents, and neighborhood representatives for the entire targeted area impacted by the proposed Grant Avenue Parkway (GAP) District. The meeting was held at the Forward SGF Planning Studio, 351 North Boonville Avenue. In addition to the West Central Neighborhood Betterment Association Board, those residing or owning property within 500' of the proposed GAP District boundary.



The standard meeting letter and a postcard were sent to approximately 1,100 individuals or households. 73 acres and/or 221 individual properties will be affected by the proposed zoning changes.

31 individuals joined the meeting remotely and 25 joined the meeting in-person (lists and sign-in sheet included below). City staff and representatives from Houseal Lavigne made a brief presentation and provided an overview of the proposed zoning regulations and area impacted by the zoning change. Following the presentation, city staff facilitated a short group question and answer session, afterwards one-on-one discussion (in-person and remotely) was conducted with individual meeting attendees.

Summary of Feedback and questions:

- Despite explanation to guests that the meeting was about the creation of a new zoning district and rezoning of property, many questions were asked about the Parkway, itself.
- Questions asked about Grant Avenue widening and traffic congestion, property impacts and acquisition, design, and commitment and assurance of completion and follow-through. While general answers were provided, City Staff encouraged the group to focus on the zoning and someone would answer specific Parkway questions independently.

- Many or nearly all in attendance were in support and excited about the project and did not protest the zoning or creation of the new district. The only comment card left said *“I’m in full support of the Grant Avenue Parkway Plan. I believe that the GAP District is extremely well thought-out and I’m excited for what the Parkway will do for Springfield. I sincerely hope that the City can pursue additional federal grants in the future.”* Andrew Doolittle
- One guest raised concern for public safety, as the neighborhood and specific areas along the Parkway are dangerous and crime-ridden. City Staff encouraged the resident to get further involved in forming an association in the Parkcrest Neighborhood and work with residents and City Police.
- Question was asked about the continuation of existing uses, specifically residential and how the new GAP district would address non-conforming uses. Consultants and City Staff explained non-conforming uses and existing uses would be allowed as specified in the existing zoning code.
- Question was asked about the impact the rezoning and housing expansion would have on congestion, on-street parking and traffic. Staff explained this was a reality, given the proximity to downtown and the urban nature of the project and rezoning would likely impact these things and in-time, but the city and neighborhood could work together to study the situation and possible strategies to mitigate the same, if it became a problem. Enforcement and possible parking districts, public lots, etc.
- A question or concern was raised with the impact on flooding, as increased development would bring new stormwater problems to the area. City Staff explained that new development would have to provide and address increased run-off.
- A question was asked about the application of bufferyards on properties proposed for rezoning but would remain residential in nature. City Staff agreed to look closer into the specific application of bufferyards.
- Desire to have maximum height limits removed for Subdistrict A, due to its proximity to downtown (City Staff tentatively agreed and would ensure this was addressed).
- Frustration expressed by an adjoining property owner on the 1100 block of south Main Street, because his properties were not included in the rezoning request. City staff apologized and explained the zoning mainly only targeted a limited impact area, but future rezoning of his property could be considered for an alternative use.
- Resident of Mt.Vernon asked to have “Bed and breakfast” as permitted use group added to Subdistrict C. City Staff tentatively agreed and would ensure this was addressed.
- Residents expressed concern for the height of new development towering over other properties and invading privacy. City Staff explained the proposed height standards were not that less restrictive than what was currently allowed by existing zoning. City Staff agreed to look more closely at how the requirements could reduce the impact.

Attendance for the GAP District Neighborhood Meeting No.1 - May 5, 2021

Zoom Attendance

Danny
C Brody
Stephanie
Neila Seda
Sonia Hardshy
Larry
Mal Bailey
Michael Carlie
Gabrielle
Mark O' Hara Hoeir Schaudt
Ben Cummings
Kimberley
Rob Gray
1-417-343-5285
Debbie Goodwin
Drew Kifer
Neddra Moore
Galaxy s9
1-417-693-1996
Trent with Notched Properties
Julie MacDonald
Rogue Barber Co
Sonja Anderson
Iphoneguy

City Staff and Consultants present or participating in the meeting

Tim Rosenbury, City of Springfield/CMO
Brendan Griesemer, City of Springfield/Planning
Bob Hosmer, City of Springfield/Planning
Alana Owen, City of Springfield/Planning
Ben Tegeler, City of Springfield/Planning
Randall Whitman, City of Springfield/Planning
Cora Scott, City of Springfield /PIO
Kristen Milam, City of Springfield / PIO
Nik Davis, Houseal Lavigne
Brandon Nolin, Houseal Lavigne
Jackie Wells, Houseal Lavigne
Steve Prange, Crawford, Murphy and Tilley
Francine Pratt, Pratt Consulting

Grant Avenue Parkway (GAP) District Neighborhood Meeting No. 2 - Wednesday, May 19, 2021

An in-person and remote meeting option, via Zoom, was hosted for all property owners, residents, and neighborhood representatives for the entire targeted area impacted by the proposed Grant Avenue Parkway (GAP) District. The meeting was held at the Forward SGF Planning Studio, 351 North Boonville Avenue. In addition to the West Central Neighborhood Betterment Association Board, those residing or owning property within 500' of the proposed GAP District boundary.



A postcard was sent to approximately 1,100 individuals or households. 73 acres and/or 221 individual properties will be affected by the proposed zoning changes. 43 individuals requested the zoom link and were formally invited to attend via the remote meeting option.

23 individuals joined the meeting remotely and 5 joined the meeting in-person (lists and sign-in sheet included below). City staff and representatives from Houseal Lavigne were available for both groups to answer questions and discuss the proposed zoning code amendments and rezoning. One-on-one discussion (in-person and remotely) was conducted with individual meeting attendees with a come and go format.

Questions/Concerns raised:

- Questions about how non-conformities are handled – would existing porches on homes need to be brought into compliance and would an addition on a house need to comply with requirements. Staff explained there would not be any mandated property upgrades to existing residences or business. Site or building improvements or/and compliance with the new code would only be required if new development, change in use, or substantial improvements were made.
- Question about lighting standards and how they compare with other cities. Staff explained the lighting requirements are likely comparable, shields or structural cut-off devices on fixtures would be required to reduce light pollution.
- Question about landscaping and how this differs from existing landscaping requirements and whether it requires native landscaping. The landscaping requirements included in the proposed ordinance exceed what is required by the city's current ordinance on all levels. Bufferyards, perimeter, interior parking lot and foundation plantings focus on including more trees, shrubs and native grasses to provide increase the curb appeal adjacent to the parkway, as well as screen and buffer dissimilar uses, site fixtures and features from new, non-residential development.

- It was recommended that the district be expanded to incorporate the existing homes on the west side of Douglas south of Grand Street. In several locations, adjoining property owners have requested inclusion into the district. It was explained the zoning is supported by preliminary land uses for mixed residential and mixed use in the larger area surrounding the Grant Avenue Corridor.
- Question about whether farm stands would be permitted in Subdistrict D. The owner feels strongly they should be permitted. That topic was reviewed, and seasonal sale of home grown produce and flowers, from a “Farm Stand” would be allowed with restriction; frequency, duration, signage and products available for sale would be limited to agricultural products grown on site, as a part of a home occupation.
- Question about artisan manufacturing and how this differs from making art and selling out of home in Subdistrict D. Would someone be able to sell art out of home in Subdistrict D. Need to clarify home occupation uses. Artisan manufacturing is different than a live work or home occupation. Artisan manufacturing would not be permitted in the residential Subdistrict D. Home occupations are allowed in all six (6) subdistricts and Live Work is allowed only in Subdistricts B, C, and D.
- Question about ability to have an accessory dwelling unit in Subdistrict D. Accessory dwelling units are not allowed in D, but multi family is. If designed, so as to address the requirements of the code, more than one dwelling on a lot could be permitted, accomplishing the same.
- Question about why medical marijuana uses are permitted but liquor stores are not permitted. Some medical marijuana related uses are allowed, which are further regulated by the underlying zoning code and state statutes. The city has limitations on restricting manufacturing and dispensaries and those same limitations are present in the six subdistricts. Cultivation, manufacturing, extracting, and testing are permitted only in Subdistrict A. Pubs, micro-breweries, alcohol and marijuana sales and distribution is permitted as a retail use in all districts, but D. Package liquor sales is not permitted in any of the subdistricts.
- Question about daycare...whether or not this was a daycare center or in-home daycare. Daycares are limited to subdistrict C, largely because the church and school represent locations where that could be a viable accessory use. In-home daycares are not permitted in any of the subdistricts.

Attendance for the GAP District Neighborhood Meeting No.2 - May 19, 2021

Zoom Attendance

Candace Faith
 Ben Cummings
 Guy Mace
 Brad Erwin
 Brandon Biskup
 Dacy Mulcahy
 John Cromer
 Jackie Rehwald

Kaitlin Page
Mark O'Hara – Hoerr Schadt
Neddra Moore
Rusty Worley, West Central Neighborhood
Jim Schuessler
Nancy Evans
Stephen Evans
Keith Ray Mackie
Sarah Davis

Sawyer
Jonathan and Lori
Galaxy Tab E

City Staff or consultants working on behalf of the City:

Alana Owen, City of Springfield
Jackie Wells, Houseal Lavigne
Steve Prange, CMT
Brian Eads, CMT

grant avenue parkway

COMMUNITY ENGAGEMENT

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Wednesday, May 5, 2021

Name	Email	Address	Receive Future Notifications
Darcie Grisham	darciegrisham@yahoo.com	620 S. Grant Ave	yes
Nick Newman	nick@newman-ent.com	507 S. Grant	Y
JOSEFA ROBERT	Katrina.robert7@gmail.com	938 W. Walnut	Y
Alan Neff	Patricia Neff	632 W. Mt	Y
Keith Ray Mackie	keithrmackie@col.com	1101 S. Broadway	Y
CRIS PARK	crispark@att.net	730 W ELM	Y
Kay Lawrence	LawrenceKay@SBCGlobal.com	816 W. State	Y
Jeramy Jackson	jackson@greatriv.com	2826 S. Ingram Mill Springfield, mo 65804	Y
Tim Schoenhoff	tschoenhoff@greatriv.com	" "	Y
Mike Beam	mbeam@greatriv.com	" "	Y
Bob Sterling	bgsterling49@yahoo.com	822 W. Monroe	Y

grant avenue parkway

COMMUNITY ENGAGEMENT

Wednesday, May 5, 2021

Name	Email	Address	Receive Future Notifications
Bruce Bossi		1049 S Main	Yes
Jeff Schrag	jschrag@mothersbrewing.com	215 S. Grant	Yes
Brooke Evans	blevans@murney.com	921 S Grant 812 S. Grant	YES
Scott Bratcher	scott@subratcher.com	818 S Grant	YES
Justin Guss	m22evans@gmail.com	921 S Grant	Yes
Candace Faith	candacefaith@gmail.com	Grant St. 1030 W Catalpa St	Yes
Joe Sutton	Joessutton2016@gmail.com		Yes
Vicki Cola	vickiann7777@gmail.com	863 S. Main Ave	yes
Mary Kunda	MKunda@yah.com	1521 S Grant	yes
Phyllis Netzer	Pnetzer50@gmail.com	845 S. Missouri Ave	yes
Andrew Dodittle	andrew@vereff-homes.com	3131 E Wilshire Dr	Yes

grant avenue parkway

COMMUNITY ENGAGEMENT

Wednesday, May 5, 2021

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grant avenue parkway

COMMUNITY ENGAGEMENT

Wednesday, May 19, 2021

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Division 7. Grant Avenue Parkway District Standards

36-486. General Provisions

- (1) **GAP District Generally.** The Grant Avenue Parkway District shall have the boundaries shown on the official zoning map maintained by the Department. In case a property is included in two (2) or more Subdistricts, and the provisions of which conflict, the provisions of the more restrictive Subdistrict shall apply.
- (2) **GAP District Purpose and Intent.** The purpose of the GAP – Grant Avenue Parkway District is to regulate the development of the parcels along Grant Avenue Parkway between College Street and Fassnight Park. The GAP District is intended to provide greater flexibility in use by requiring high-quality design that fosters sense of place to promote reinvestment and redevelopment that leverages the new Parkway as an asset.
- (3) **Establishment of Subdistricts.**
 - (a) **Subdistricts Generally.** The GAP District is comprised of unique areas with varying patterns of development, architectural styles, and visions as established in the City of Springfield Grant Avenue Parkway Corridor Plan. In order to better regulate these areas, the GAP District is further divided into six (6) subdistricts as detailed below. The purpose of the subdistricts is to capitalize on the unique character of each portion of the GAP District and accommodate existing development while encouraging additional opportunities for redevelopment and reinvestment.
 - (b) **Grant Avenue Parkway District Subdistricts.**
 1. **Subdistrict A.** Subdistrict A, generally located from College Street to Walnut Street at the north end of the GAP District, shall be prioritized for mixed use development. New development in this subdistrict shall complement nearby downtown urban-scale development and provide for the integration and transition of these uses into a more traditional neighborhood form.
 2. **Subdistrict B.** Subdistrict B, generally located from Walnut Street to Elm Street, is intended to accommodate the renovation of existing residential structures or their conversion to neighborhood-scale home businesses. The subdistrict also accommodates mixed use or multifamily residential development to create a seamless transition to adjacent Subdistricts A and C.
 3. **Subdistrict C.** Subdistrict C, generally located from Elm Street to Mt. Vernon Street is intended to be a local-serving, mixed use neighborhood center that is compatible with the West Central neighborhood. The subdistrict allows for the conversion of existing properties to preserve their historic integrity and extend their economic life by allowing owners to justify expenditures for repairs and modernization.
 4. **Subdistrict D.** Subdistrict D, generally located from Mt. Vernon Street to Grand Street, is intended to be a mixed residential corridor. This subdistrict is intended to accommodate reinvestment in existing homes and new development of higher density housing types that blend seamlessly with existing nearby residences.
 5. **Subdistrict E.** Subdistrict E, generally surrounding the intersections of Grant Avenue and Grand Street and Grant Avenue and Catalpa Street, is intended to accommodate local-serving, mixed use neighborhood centers that benefit from traffic along Grand Street and the connection of Fassnight Park at Catalpa Street. New development in this subdistrict should complement the entrance to Fassnight Park and connect to the Fassnight Creek Greenway trail.
 6. **Subdistrict F.** Subdistrict F, generally located along Grant Avenue at Delmar Street and Loren Street and along Catalpa Street west of Grant Avenue, is intended to accommodate higher density development to support the adjacent neighborhood retail nodes.

- (4) **Figures.** Figures are included in this Division to clarify written text. In the case of conflict between the figures and written text within this Division, the written text shall govern.
- (5) **Definitions.** The definitions included in **Table 36-486(5) Definitions** shall be utilized in the interpretation of this Division. If a term is utilized in this Division and is not defined in **Table 36-486(5) Definitions**, the definitions included in Division 2 of Article III of The City's Land Development Code shall be utilized.

Table 36-486(5) Definitions	
Term	Definition
<i>Artisan Manufacturing</i>	Small-scale businesses that produce artisan goods such as artisan leather, glass, wood, paper, ceramic, textile, or yarn products; specialty foods; or baked goods, primarily for direct sales to consumers. This land use includes the design, processing, fabrication, assembly, treatment, and packaging of products as well as the incidental storage, sales, and distribution of such products.
<i>City of Springfield Grant Avenue Parkway Corridor Plan</i>	A plan formally adopted by the City of Springfield City Council that defines the City's land use goals within the Grant Avenue Parkway Corridor.
<i>Department</i>	The Planning and Development Department of the City of Springfield, Missouri.
<i>Farm Product</i>	Any of the following in its raw or natural state: any agricultural, horticultural, viticultural, or vegetable product of the soil; poultry products; livestock products; and apiary products. "Farm product" does not include any livestock, poultry, fish, or shellfish.
<i>Farm Product, Value Added</i>	A farm product that has been changed from its natural state to an item in a different form through canning, drying, freezing, preserving, fermenting, compounding, processing, packing, or a similar alteration, so as to increase the value of the farm product.
<i>Farm Stand</i>	An area accessory to a residential garden that is used to sell farm products and value-added farm products.
<i>Food Truck</i>	A mobile vehicle, trailer, or pushcart operated to sell food or beverages with or without food preparation or cooking. Examples include mobile food establishments, mobile retail food establishments, and mobile pushcarts.
<i>Grant Avenue District</i>	A district created by the City of Springfield to regulate land use within the Grant Avenue Parkway Corridor of the City.
<i>General Office, Conversion</i>	A general office use located in a structure constructed prior to 1930 as a single-family dwelling unit.
<i>Non-Agricultural Item</i>	Any item offered for sale other than farm products and value-added farm products.
<i>Restaurant, Delivery/Carry-out only</i>	An establishment that by the design of its physical facilities or service or packaging procedures permits or encourages the purchase of prepared, ready-to-eat foods intended to be consumed off the premises.
<i>Seasonal Sales</i>	Christmas tree, pumpkins, and similar, temporary (typically recurring on an annual basis) sales for a period not to exceed thirty (30) days.
<i>Sign, Awning or Canopy</i>	A sign that is mounted, painted, or attached to an awning or canopy. This includes any projecting canvas or other material over a structural framework used for a small amount of shelter or shade on a facade that has signage displayed on the visible surface.
<i>Sign, Banner</i>	A temporary sign which is not attached to a permanently mounted backing. Banner signs may be ground-mounted or wall-mounted.
<i>Sign, Billboard</i>	Any sign that displays sign copy based on a temporary lease or rental agreement between the sign owner/operator and the sign copy content creator or owner.

Table 36-486(5) Definitions

Term	Definition
<i>Sign, Box</i>	A sign which includes a frame or box-like external structure which encloses the functional elements of the sign, including internal illumination, where the sign content is affixed on a face or panel.
<i>Sign, Electronic Message Board</i>	A sign or portion thereof designed to accommodate frequent message changes composed of characters, letters, or illustrations that can be changed or rearranged electronically without altering the face or surface of such sign.
<i>Sign, Feather</i>	A flexible or rigid pole to which one side of a flexible fabric, generally in the shape of a feather or similar shape, is attached, and upon which temporary sign copy is displayed. Such banners are also known and sold under names that include, but are not limited to, "quill sign," "banana banner," "blade banner," "flutter banner," "flutter flag," "bowflag," "teardrop banners," and others. The definition includes functionally similar display devices.
<i>Sign, Monument.</i>	A freestanding sign, other than a pole/pylon sign, with a support structure that is wider than the sign face.
<i>Sign, Moving, Rotating, or Animated.</i>	Any sign or part of a sign that changes physical position by any movement or rotation or that gives the visual impression of such movement by use of lighting, or that exhibits intermittent or sequential flashing of natural or artificial light or color effects by any means whatsoever.
<i>Sign, Nonconforming</i>	Any sign that does not meet the standards for area, height, setbacks, illumination, or other standards for the sign types in the governing zoning district but existed prior to the adoption of the regulation to which it does not conform.
<i>Sign, Off-Premises</i>	A sign that constitutes a principal, separate, or secondary use, as opposed to an accessory use, of the parcel on which it is located.
<i>Sign, On-Site Traffic Directional</i>	A sign on a lot that directs the movement or placement of pedestrian or vehicular traffic in order to protect the public health, safety, and welfare.
<i>Sign, Permanent</i>	A sign constructed of durable materials and intended to exist for the duration of time that the use or occupant is located on the premises.
<i>Sign, Post</i>	A freestanding, moveable sign affixed to the ground with one (1) or no more than two (2) wood stakes or poles with an arm from which the sign hangs.
<i>Sign, Prohibited</i>	Any sign type expressly disallowed under Division 7 of the City of Springfield Zoning Regulations.
<i>Sign, Projecting</i>	A sign, other than a wall sign which is attached to and projects more than one (1) foot, generally perpendicular from a structure or building face.
<i>Sign, Pylon or Pole</i>	A freestanding sign, other than a monument sign, with a support structure that is narrower than the sign face.
<i>Sign, Sidewalk</i>	A type of portable sign that is intended to be placed on a hard surface, most commonly a sidewalk. These signs include A-frame signs, signs that are suspended from the top member of an A-frame, signs with weighted bases, and comparable signs.
<i>Sign, Snipe</i>	An off-premises sign that is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, or other objects.
<i>Sign, Temporary</i>	A sign displayed for a certain short period of time. If a sign display area is permanent but the message displayed is subject to periodic changes, that sign shall not be considered as temporary.
<i>Sign, Wall</i>	A sign mounted parallel to a building facade or other vertical building surface.

Table 36-486(5) Definitions

Term	Definition
<i>Sign, Window</i>	A sign which is applied or attached to the exterior of a window, or applied to, attached to, or located within one foot (1') of the interior of a window, which can be seen through the window from the exterior of the structure.
<i>Sign, Yard</i>	A temporary portable sign constructed of paper, vinyl, plastic, wood, metal, or other comparable material, and designed or intended to be displayed for a short period of time.
<i>Solar Energy Collection System, Canopy</i>	A solar energy collection system consisting of elevated solar panels installed above parking lots, carports, and other paved areas.
<i>Solar Energy Collection System, Roof Mounted</i>	A solar energy collection system that is structurally mounted to the roof of a building or other permitted structure. It is typically installed parallel to the roof with a gap of several inches.
<i>Title Loan/Short-Term Lending</i>	An establishment that provides to the customer an amount of money that is equal to the face value of the check, warrant, draft, money order, or other commercial paper securing the same purpose, or the amount specified in the written authorization for an electronic transfer of money, less any fee charged for the transaction, whereby the check casher refrains from depositing a personal check written by a customer until a specific date. Such establishments may also engage in money transfers, payday advances, and issuance of money orders. This use shall not include a state or federally chartered bank, savings association, credit union, industrial loan association, or rental-purchase company and shall not include a retail seller engaged primarily in the business of selling consumer goods, including consumables, to retail buyers that cash checks or issue money orders for a nominal flat fee as a service to customers incidental to the main use of the establishment.
<i>Use Specific Standards</i>	A series of requirements formally codified within the City of Springfield Zoning Regulations that define parameters for a land use regulated under the Zoning Regulations.

(6) **Site Plan Review Process.**

- (a) **Applicability.** Development within the GAP District shall be required to certify compliance with all applicable provisions of this Division through the Site Plan Review process established in Section 36-360.
- (b) **Submittal Requirements.** In addition to the submittal requirements detailed in Section 36-360 the applicant shall be required to submit a building elevation plan showing the height, façade design, exterior building materials, signage, and window specifications for all proposed buildings.
- (c) **Review Criteria.** In addition to the review criteria detailed in Section 36-360 alignment with the Grant Avenue Parkway Corridor Plan shall be considered in the site plan review process.

36-487. Bulk Standards

Table 36-487. Bulk Standards addresses the requirements applicable to development of a lot per subdistrict.

Table 36-487 GAP District Bulk Standards						
Standard	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Lot Standards						
Lot Area	n/a	n/a	n/a	n/a	n/a	n/a
Lot Width	n/a	n/a	n/a	n/a	n/a	n/a
Yard Setbacks (Figures 1 and 2)						
Front, minimum (ft)	0	15 ¹	0	15	10	15
Front, maximum (ft)	10	25 ¹	10	25	20	25
Exterior Side, minimum (ft)	0	15 ¹	0	15	10	15
Exterior Side, maximum (ft)	10	25 ¹	10	25	20	25
Interior Side, minimum (ft)	6 ²	6 ²	6 ²	6 ²	6 ²	6 ²
Rear, minimum (ft)	n/a	n/a	n/a	n/a	n/a	n/a
Building Standards						
Height, minimum (stories)	3	3	2	2	3	3
Height, maximum (stories)	n/a	4	3	3	4	4
Notes						
1. The setback of new development shall align with the setback of existing development in the subdistrict that is closest to the public right-of-way.						
2. If party-wall exists, 0' minimum shall be permitted.						

Figure 1: Required Yards

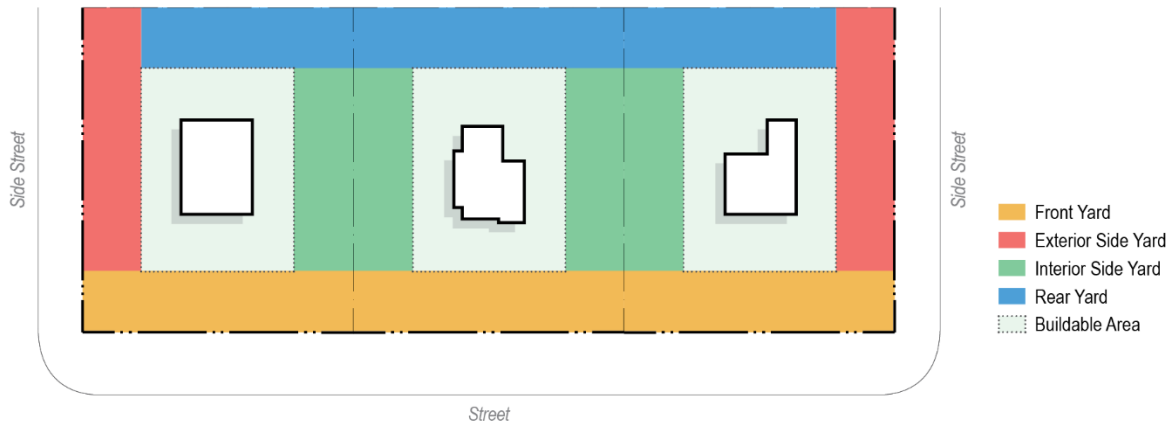


Figure 2: Build-To-Zones



36-488. Permitted and Conditional Uses

The following key is to be used in the interpretation of **Table 36-488. Permitted and Conditional Uses** below.

- (1) **Permitted Uses.** Uses which are marked as “P” in the table shall be allowed subject to all applicable regulations of this Article.
- (2) **Conditional Uses.** Uses which are marked as “C” in the table shall be allowed upon the approval of a Conditional Use Permit as detailed in Section 36-363.
- (3) **Prohibited Uses.** A blank space in the table indicates that a use type is not allowed in the respective subdistrict.
- (4) **Uses Not Listed.** If a proposed use is not listed in the tables, the Administrative Review Committee shall determine if the use is substantially similar to a use listed in the tables. If it is, they shall treat the use in the same manner as the substantially similar use. If not, the use shall be regarded as prohibited.
- (5) **Additional Regulation.** If uses have use specific standards they are referenced in this column. Use specific standards shall apply to permitted and conditional uses. Where use specific standards conflict with district specific standards, the district specific standards shall be followed.

Table 36-488. GAP District Permitted and Conditional Uses							
Use	Additional Regulation	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Residential Uses							
Dwelling, Live Work	36-489(1)		P	P	P		
Dwelling, Multifamily			C	C	P		P
Dwelling, Multifamily above ground floor as a part of mixed use		P	P	P		P	P
Dwelling, Multifamily conversion	36-489(2)		P	P	P		
Dwelling, Single-Family Attached			P	P	P		
Dwelling, Single-Family Detached existing	36-489(3)		P	P	P		
Dwelling, Single-Family Detached new development				C	P		
Group Home		P	P	P	P	P	P
Lodging Uses							
Bed and Breakfast	36-489(4)		P	P	P		
Hotel	36-489(5)	P	P	P		C	C
Short-Term Rental Type 1	36-473				P		
Short-Term Rental Type 2	36-473				P		
Short-Term Rental Type 3	36-473	P	P	P		P	P
Commercial Retail & Entertainment Uses							
Adult Oriented Uses							
Entertainment Oriented Use Group, less than 10,000 sqft		P	P	P		P	
Entertainment Oriented Use Group, greater than 10,000 sqft		C	C				
General Retail Use Group, less than 10,000 sqft		P	P	P		P	P
General Retail Use Group, greater than 10,000 sqft		C	C				
Medical Marijuana Dispensary Facility	36-474	P	P	P		P	P
Package Liquor							

Table 36-488. GAP District Permitted and Conditional Uses							
Use	Additional Regulation	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Pawn Shop							
<i>Commercial Service & Office Uses</i>							
Daycare				P			
Personal Service Use Group, less than 10,000 sqft		P	P	P		P	
Personal Service Use Group, greater than 10,000 sqft		C	C				
Medical / Dental Office		P	P	P		P	P
General Office		C	C	C		C	P
General Office, above ground floor as a part of mixed use		P	P	P		P	
General Office, conversion	36-489(6)		P	P	P		
Title Loan / Short Term Lending							
<i>Eating & Drinking Uses</i>							
Restaurant / Bar / Brewpub		P	P	P		P	P
Restaurant, Delivery / Carry Out Only		P	P				
<i>Vehicle Oriented Uses</i>							
Autobody Repair / Service Station							
Car Sales / Rental							
Car Wash							
Gas Station							
Commercial Off-Street Parking Lots	36-489(7)	P					
Commercial Off-Street Parking Structures above ground floor as a part of mixed use		P					
<i>Industrial Uses</i>							
Artisan Manufacturing	36-489(8)	P	P	P		P	P
Brewery / Winery / Distillery		P					
Medical Marijuana Cultivation Facility	36-474	P					
Medical Marijuana Infused Product Manufacturing Type 2 Post Extraction Facility	36-474	P					
Medical Marijuana Testing Facilities	36-474	P					
Personal Storage							
<i>Accessory Uses</i>							
Accessory Structures and Uses	36-450	P	P	P	P	P	P
Home Occupations		P	P	P	P	P	P
Outdoor Display / Sale of Merchandise, Permanent							
Outdoor Storage							
Solar Energy Collection System, canopy	36-489(9)	P	P	P	P	P	P
Solar Energy Collection System, roof	36-489(10)	P	P	P	P	P	P
<i>Temporary Uses</i>							
Farm Stand	36-489(11)				P		
Farmers Market		P	P	P		P	P
Food Truck		P	P	P		P	P

Table 36-488. GAP District Permitted and Conditional Uses

Use	Additional Regulation	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Outdoor Display / Sale of Merchandise, Temporary		P	P	P		P	P
Seasonal Sales		C	C	C		C	C

36-489. Use Specific Standards

(1) Dwelling, Live Work.

- (a) **Occupancy.** A live work unit shall be occupied and used only by the operator of the business within the unit, or a household of which at least one (1) member shall be the business operator.
- (b) **Sale or Rental of Portions of Unit.** No portion of a live work unit may be separately rented or sold as a commercial space for any person not living in the unit or as a residential space for any person not working in the same unit.
- (c) **Nonresident Employees.** Up to two (2) persons who do not reside in the live work unit may work in the unit. The employment of three (3) or more persons who do not reside in the live work unit may be permitted subject to Conditional Use Permit approval, based on additional findings that the employment will not adversely affect traffic and parking conditions in the site vicinity. The employment of any persons who do not reside in the live work unit shall comply with all applicable Building Code requirements.

(2) Dwelling, Multifamily Conversion.

- (a) **Applicability.** Single-family dwellings built prior to 1930 may be converted to three (3) or more units in accordance with the standards set forth below. The units shall be located only in the existing structure, additions shall not be built to provide units.
- (b) **Size.** Each residential unit shall be a minimum of eight hundred (800) square feet. Smaller units may be approved as a Conditional Use.
- (c) **Location of Entrances.** Only one (1) entrance shall be located on the front façade of the structure. The front façade of the structure shall face Grant Avenue.
- (d) **Exterior Alterations.** No exterior alterations that would change the single-family character of the dwelling, other than those necessary to ensure the safety of the structure, shall be made.
- (e) **Driveways.** Each dwelling unit shall be served by one (1) common driveway connecting all units to a public road, vehicular cross access drive, or alley.

- (3) **Dwelling, Single-Family Detached Existing.** If a single-family detached dwelling that exists prior to the date of adoption of this Division is destroyed by a natural hazard outside of human control, it may be rebuilt within eighteen (18) months of the incident. After eighteen (18) months, the lot shall be developed in a manner which complies to the standards of this Division.

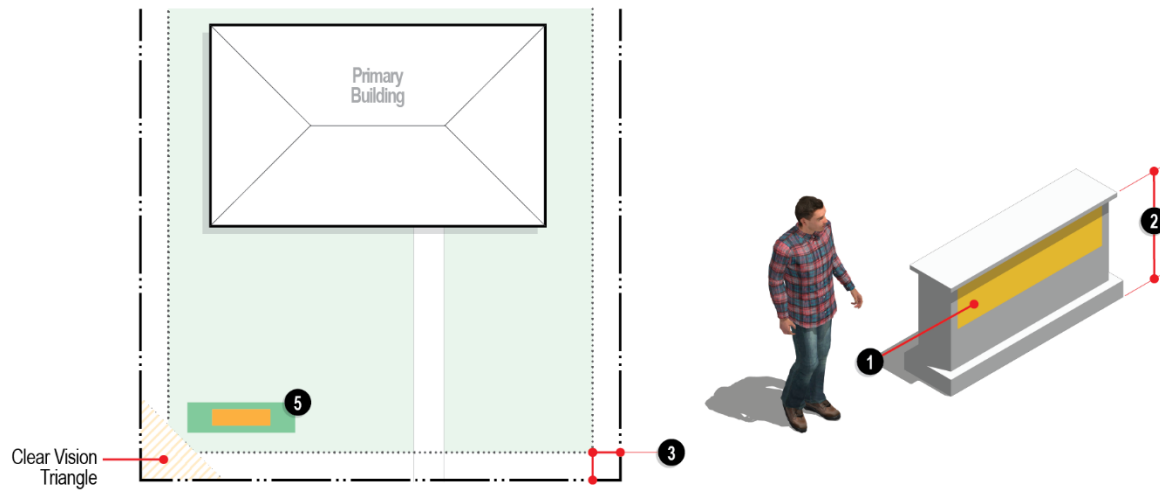
(4) Bed and Breakfast.

- (a) **Applicability.** Single-family dwellings built prior to 1930 may be converted to bed and breakfast establishments in accordance with the standards set forth below. The bed and breakfast establishment shall only be located in the

existing structure. Additions shall not be built to provide bed and breakfast rooms, and a new structure shall not be built expressly for a bed and breakfast.

- (b) **Location of Entrances.** Only one (1) entrance shall be located on the front façade of the structure. The front façade of the structure shall face Grant Avenue.
- (c) **Guest Rooms.** There shall be a maximum of five (5) guest rooms in the bed and breakfast.
- (d) **Exterior Alterations.** No exterior alterations that would change the single-family character of the bed and breakfast, other than those necessary to ensure the safety of the structure, shall be made.
- (e) **Duration of Stay.** Only short-term lodging shall be permitted, no monthly rentals.
- (f) **Signs (Figure 3).** Bed and breakfast establishments shall be permitted one (1) monument sign in accordance with the standards set forth below.
 - 1. **Area.** The monument sign shall not exceed six (6) square feet in area.
 - 2. **Height.** The monument sign shall not exceed four (4) feet in height.
 - 3. **Location.** The monument sign shall be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; shall not be placed on any sidewalk or pedestrian walkway; and shall provide safe site distance where driveway curb cuts intersect public rights-of-way.
 - 4. **Sign Base.** The base of the monument sign, including all structural components, shall extend horizontally from the sign face a minimum of ten (10) percent and a maximum of twenty-five (25) percent of the width of the sign face. The base of the monument sign shall be constructed from masonry, stone, or similar high-quality materials in keeping with the exterior cladding materials and design of the primary building.
 - 5. **Landscape.** The monument sign shall have a landscape area equal to the area of the sign surrounding the sign base. A minimum of eighty (80) percent of the landscape area shall be planted and maintained with herbaceous perennials and evergreen shrubs.
- (g) **Other Provisions.**
 - 1. There shall be no individual cooking facilities.
 - 2. The operator shall live at the bed and breakfast.
 - 3. A business license shall be obtained annually, and the operator shall verify that the standards established in this Division are still being met.

Figure 3: Bed and Breakfast Monument Signs



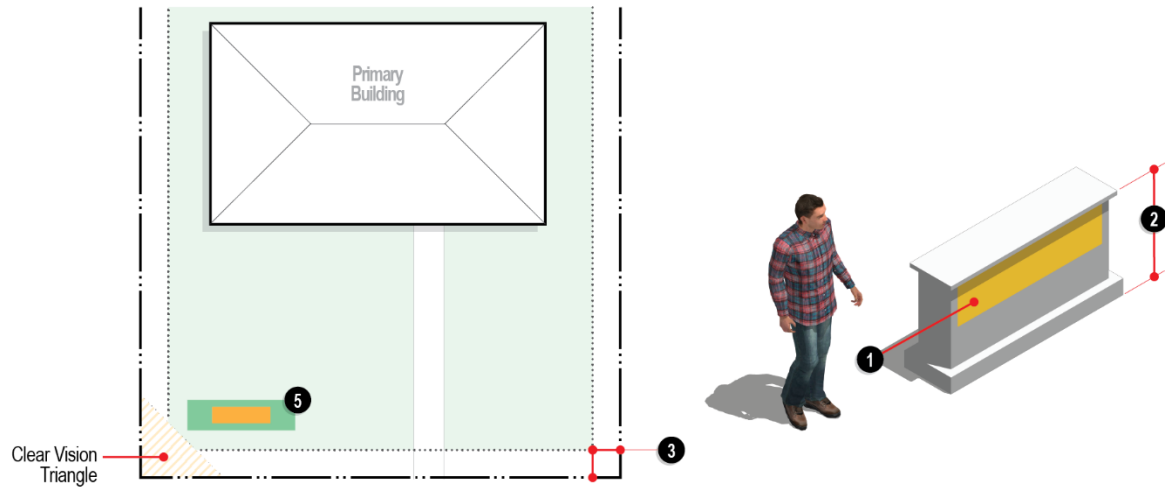
(5) **Hotel.**

- (a) If the facility is managed by a public or non-profit agency to provide short-term housing, with or without a fee, the facility shall not be considered a hotel.
- (b) Bed and Breakfast, boarding house, lodging house, fraternity house and sorority house uses shall not be considered hotels.

(6) **General Office Conversion.**

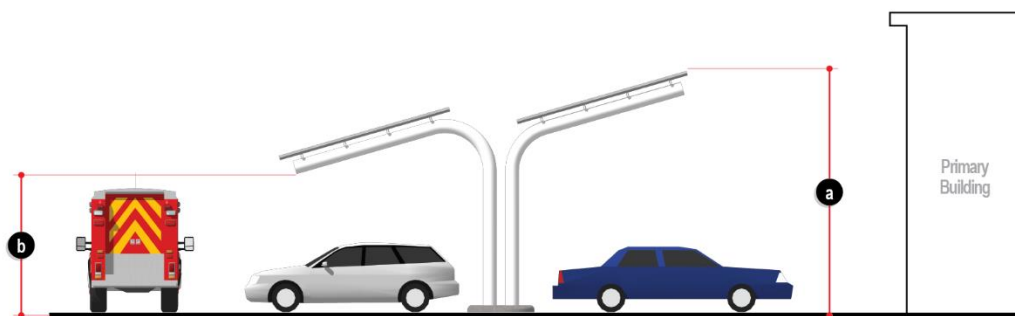
- (a) **Applicability.** Single-family dwellings built prior to 1930 may be converted to general office(s) uses in accordance with the standards set forth below. The office space(s) shall be located only in the existing structure, additions shall not be built to provide office space(s).
- (b) **Location of Entrances.** Only one (1) entrance shall be located on the front façade of the structure. The front façade of the structure shall face Grant Avenue.
- (c) **Exterior Alterations.** No exterior alterations that would change the single-family character of the dwelling, other than those necessary to ensure the safety of the structure, shall be made.
- (d) **Outdoor Storage.** No outdoor storage shall be permitted in conjunction with a general office conversion use.
- (e) **Signs (Figure 4).** General office conversion uses shall be permitted one (1) monument sign in accordance with the standards set forth below.
 - 1. **Area.** The monument sign shall not exceed six (6) square feet in area.
 - 2. **Height.** The monument sign shall not exceed four (4) feet in height.
 - 3. **Location.** The monument sign shall be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; shall not be placed on any sidewalk or pedestrian walkway; and shall not be located in a clearance sight triangle as detailed in Section 36-490(1)(f).
 - 4. **Sign Base.** The base of the monument sign, including all structural components, shall extend horizontally from the sign face a minimum of ten (10) percent and a maximum of twenty-five (25) percent of the width of the sign face. The base of the monument sign shall be constructed from masonry, stone, or similar high-quality materials in keeping with the exterior cladding materials and design of the primary building.
 - 5. **Landscape.** The monument sign shall have a landscape area equal to the area of the sign surrounding the sign base. A minimum of eighty (80) percent of the landscape area shall be planted and maintained with herbaceous perennials and evergreen shrubs.

Figure 4: General Office Conversion Monument Sign



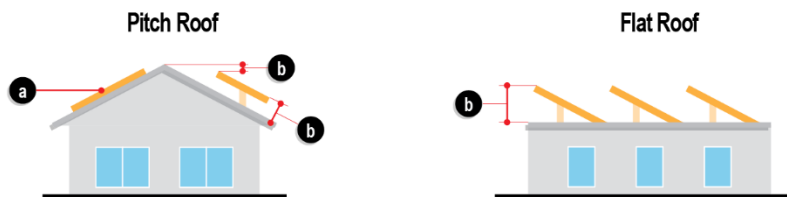
- (7) **Commercial Off-Street Parking Lots.** Commercial off-street parking lots shall provide all of the landscape required in Section 36-492 as well as the screening and landscape elements detailed below in areas adjacent to public rights-of-way, excluding alleys:
- (a) A fully opaque wall or fence with a height of four (4) feet shall be used in conjunction with required Parking Lot Perimeter Area landscaping. Plant materials shall be installed between the sidewalk and the wall or fence to provide a softening effect.
 - (b) Four (4) understory trees shall be planted for every one-hundred (100) lineal feet of right-of-way adjacent frontage, excluding alley rights-of-way, and shall be clustered at points of pedestrian ingress and egress.
 - (c) Points of pedestrian ingress and egress shall be provided outside of vehicular curb cuts.
 - (d) Screening standards established above shall be provided to the greatest extent possible, so as to provide safe site distance where driveway access intersect public rights-of-way.
- (8) **Artisan Manufacturing.**
- (a) Gross floor area shall not exceed ten thousand (10,000) square feet unless approved as a Conditional Use.
 - (b) Outdoor storage and / or outdoor operations or activities shall be prohibited.
 - (c) Retail sales of goods manufactured on-site shall be required and shall comprise a minimum of fifteen (15) percent of the total area of the building. Retail sales areas shall be located on the ground floor and shall be directly adjacent to storefront windows.
- (9) **Solar Energy Collection System, Canopy (Figure 5).**
- (a) The height of canopy solar energy collection systems shall not exceed the height of the primary building that the parking area serves.
 - (b) The minimum height of solar energy collection systems shall allow clearance for emergency and service vehicles.

Figure 5: Solar Energy Collection System, Canopy



(10) **Solar Energy Collection System, Roof Mounted (Figure 6).**

- (a) Roof mounted solar energy collection systems may be located on any roof face of principal or accessory buildings.
- (b) Systems should be flush mounted when possible. Systems on residential structures shall not extend beyond twelve (12) inches parallel to the roof surface of a pitched roof or flat roof. Systems on nonresidential structures shall not extend beyond thirty-six (36) inches parallel to the roof surface of a pitched roof or flat roof. Systems on all structures shall not extend above the highest peak of a pitched roof.
 - 1. Height is measured from the roof surface on which the system is mounted to the highest edge of the system.
- (c) All materials used for racking, mounting, mounting clamps, and flashings shall be of a color consistent with the color of the roof surface to minimize visibility.

Figure 6: Solar Energy Collection System, Roof Mounted(11) **Farm Stand.**

- (a) **Farm Products Sold.** Goods sold at a farm stand shall be farm products or value-added farm products grown and/or processed on the parcel on which the farm stand shall be located only. The sale of non-agricultural items or products produced off site shall be prohibited.
- (b) **Farm Stand Structure.** Any structure associated with a farm stand shall:
 - 1. Not occupy greater than one hundred (100) square feet in floor area.
 - 2. Not exceed eight (8) feet in height.
 - 3. Comply with all required setbacks of the primary building.
 - 4. Be removed from display during the time period outside of the established hours of operation as detailed in (c) below.
- (c) **Hours of Operation.** A farm stand may be in operation between the hours of 7:00 AM and 7:00 PM only.
- (d) **Signs.** No signs, other than signs otherwise permitted for single-family uses as detailed in Table 36-494(3), shall be permitted.

36-490. Building Orientation, Siting, and Design

(1) **All Uses.**

(a) **Building Type.**

1. In Subdistrict E, all new development shall utilize a mixed use building type. A mixed use building type is a multi-story building which accommodates nonresidential uses on the ground floor and residential or nonresidential uses on upper floors.
2. In Subdistrict F, all new development shall utilize a mixed use or multifamily building type. A mixed use building type is as characterized in Subsection 1 above. A multifamily building type is a building with multiple dwelling units that are vertically arranged and accessed by shared/common entrances.

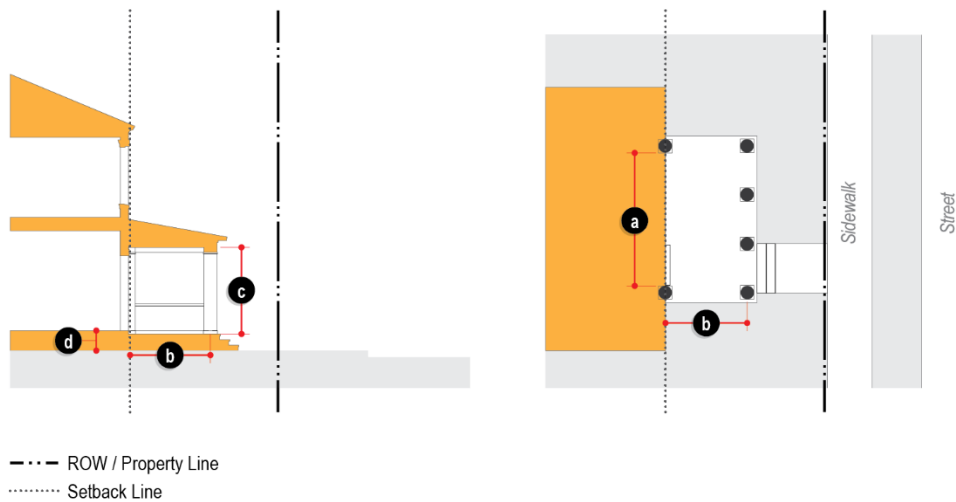
(b) **Building Orientation.** The primary building entrance(s) of all development on lots with a property line fronting Grant Avenue shall be oriented towards Grant Avenue. If the lot does not front on to Grant Avenue, the primary building entrance shall be oriented towards the primary street to which the lot is adjacent.

(c) **Frontage Types.** The primary façade of all development shall meet the standards of one (1) of the frontage types allowed in the applicable Subdistrict as detailed in **Table 36-490(1)(c): Frontage Types by Subdistrict.**

Table 36-490(1)(c) GAP District Frontage Types by Subdistrict						
Frontage Type	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Projecting Porch		•		•		•
Engaged Porch		•	•	•		•
Integral Porch	•	•	•	•	•	•
Balcony	•	•	•	•	•	•
Forecourt		•	•		•	•
Shopfront	•	•	•		•	•

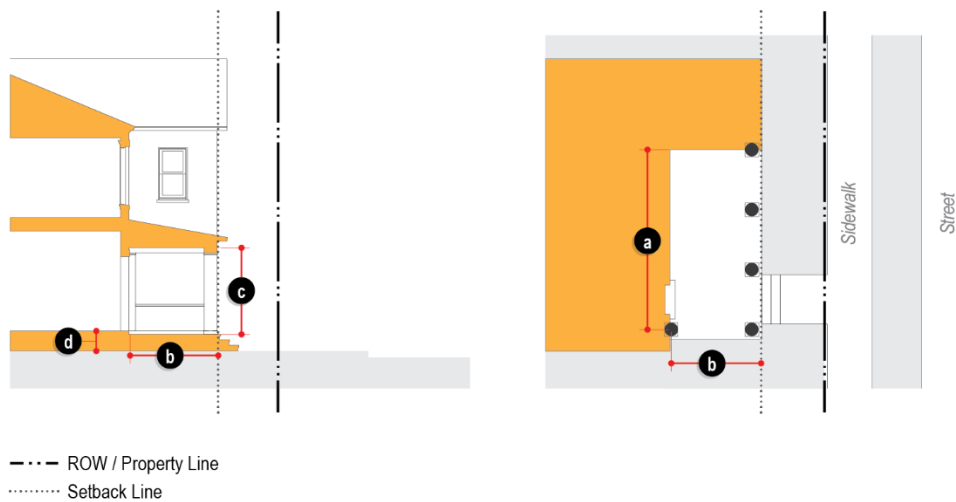
1. **Projecting Porch (Figure 7).** The primary façade of the building is sufficiently setback from the property line to accommodate the projecting porch within the front yard build-to-zone. The resulting front yard may or may not be defined by a fence or hedge to spatially maintain the edge of the street. The projecting porch is open on three (3) sides and has a roof form that is separate from the main house. A projecting porch shall encroach into the front yard build-to-zone. The following minimum standards shall apply to projecting porches.
 - a. **Width.** Ten (10) feet
 - b. **Depth.** Eight (8) feet
 - c. **Height.** Eight (8) feet
 - d. **Finish Level Above Sidewalk.** Eighteen (18) inches

Figure 7: Projecting Porch Frontage Type



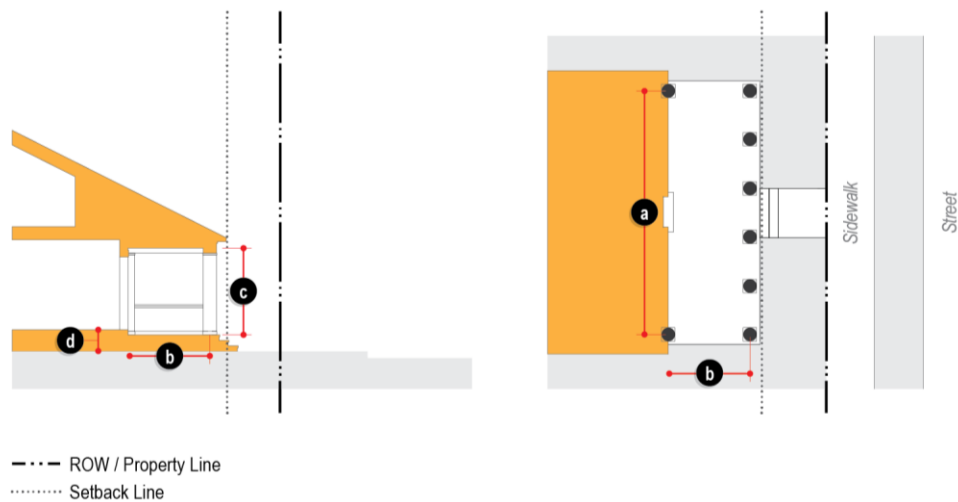
2. **Engaged Porch (Figure 8).** The primary façade of the building is built to the minimum front yard setback or is located a minimum of ten (10) feet from the property line, whichever is more. The resulting front yard may or may not be defined by a fence or hedge to spatially maintain the edge of the street. The porch is partially or fully enclosed on two (2) sides and has a roof. An engaged porch may not encroach into the required front yard. The following minimum standards shall apply to engaged porches.
- Width.** Ten (10) feet
 - Depth.** Eight (8) feet
 - Height.** Eight (8) feet
 - Finish Level Above Sidewalk.** Eighteen (18) inches

Figure 8: Engaged Porch Frontage Type



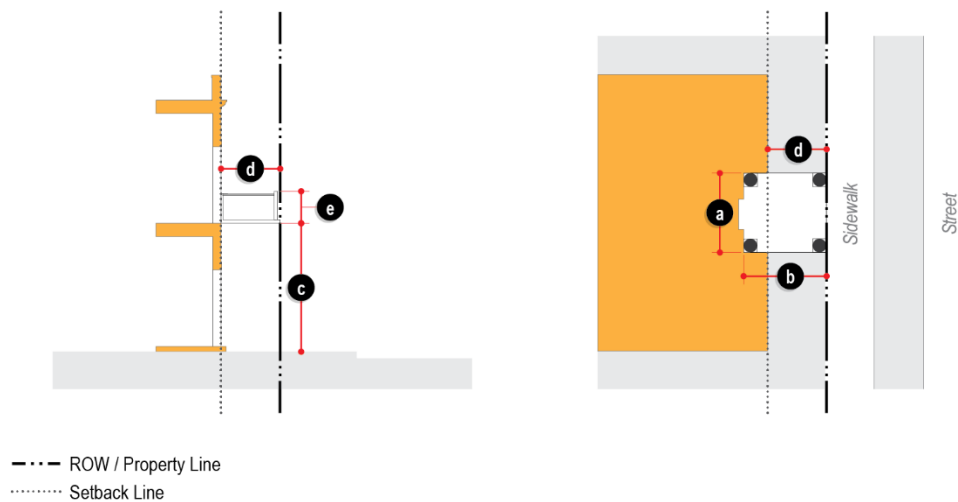
3. **Integral Porch (Figure 9).** The primary façade of the building is built to the minimum front yard setback or is located a minimum of ten (10) feet from the property line, whichever is more. The resulting front yard may or may not be defined by a fence or hedge to spatially maintain the edge of the street. An integral porch is part of the overall massing and roof form of a building. It is not possible to remove an integral porch without major changes to the overall roof form. An integral porch may not encroach into the required front yard. The following minimum standards shall apply to integral porches.
- Width.** Eight (8) feet
 - Depth.** Eight (8) feet
 - Height.** Eight (8) feet
 - Finish Level Above Sidewalk.** Eighteen (18) inches

Figure 9: Integral Porch Frontage Type



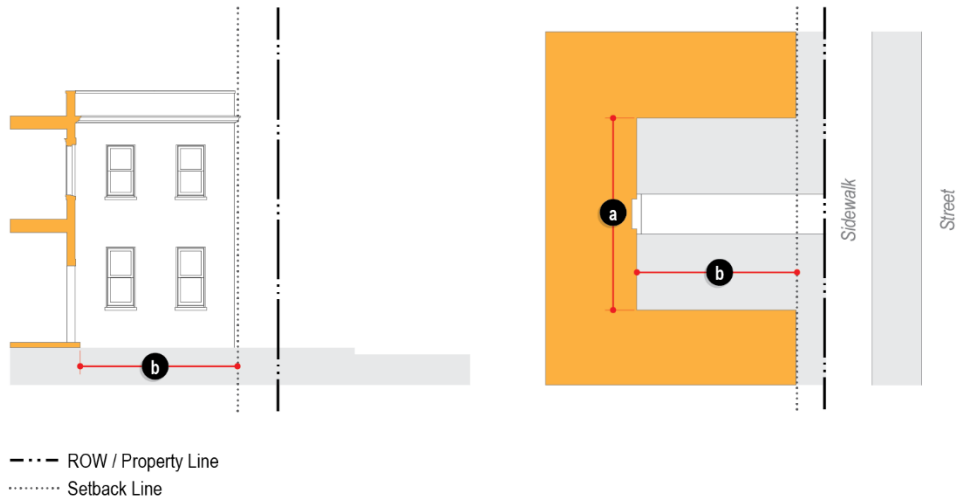
4. **Balcony (Figure 10).** The primary facing façade of the building is set back a minimum of eight (8) feet if balconies are to project and may be at the property line if balconies are to be recessed. Projecting and recessed balconies must remain open on all sides except those along an exterior wall to which the balcony is attached. Projecting and recessed balconies must be fully supported by the building, with no posts extending to the ground. The following standards shall apply to balconies and shall be considered minimum requirements unless otherwise stated.
- Width.** Four (4) feet
 - Depth.** Four (4) feet
 - Vertical Clearance.** Eight (8) feet
 - Projection from Building Façade.** Eight (8) feet, maximum
 - Railing Height.** Five (5) feet, maximum

Figure 10: Balcony Frontage Type



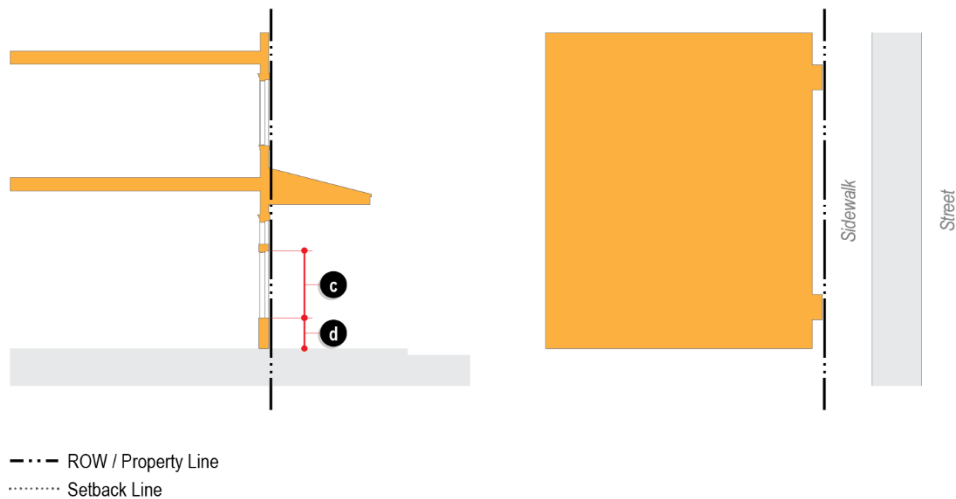
5. **Forecourt (Figure 11).** A portion of the primary façade of the building is at the property line and a small percentage is set back, creating a small court space. The space could be used as an entry court or shared garden space for multifamily buildings, or as an outdoor dining, plaza, or public gathering area for nonresidential uses. The proportions and orientation of these spaces should be carefully considered for solar orientation and user comfort. The following minimum standards shall apply to forecourts.
- Width.** Twelve (12) feet
 - Depth.** Twelve (12) feet

Figure 11: Forecourt Frontage Type



6. **Shopfront (Figure 12).** The primary façade of the building is at the property line with an at-grade entrance either at the property line or recessed to allow the main entrance to swing outwards without obstructing the sidewalk. A canopy or awning element is encouraged to project over the sidewalk along the majority of the frontage. Accordion-style windows/doors or other operable windows that allow the space to open to the street are encouraged. The following standards shall apply to shopfronts and shall be considered minimum requirements unless otherwise stated.
- Window Area.** Sixteen (16) square feet
 - Window Width.** Three (3) feet
 - Window Height.** Four (4) feet
 - Sill Height.** Three (3) feet, maximum
 - Depth of Recessed Entrance.** Five (5) feet, maximum

Figure 12: Shopfront Frontage Type



(d) **Exterior Building Cladding Materials.**

1. Exterior building cladding materials shall be masonry, stone veneer systems, stucco, or other time and weather tested materials approved by the Administrative Review Committee.
2. The ground level must offer pedestrian interest along sidewalks and pedestrian paths through the use of contrasting exterior building cladding materials and elements.
3. In no instance shall the finish of non-natural materials utilized mimic or match the texture of the natural materials utilized.
4. A maximum of three (3) exterior building cladding materials may be used.
5. Vinyl and steel clapboard siding and/or adhered thin veneer exterior building cladding materials shall be prohibited.

(e) **Roof Finishing.**

1. Eaves may expose rafters.
2. Gutters and downspouts may not discharge upon public rights-of-way.

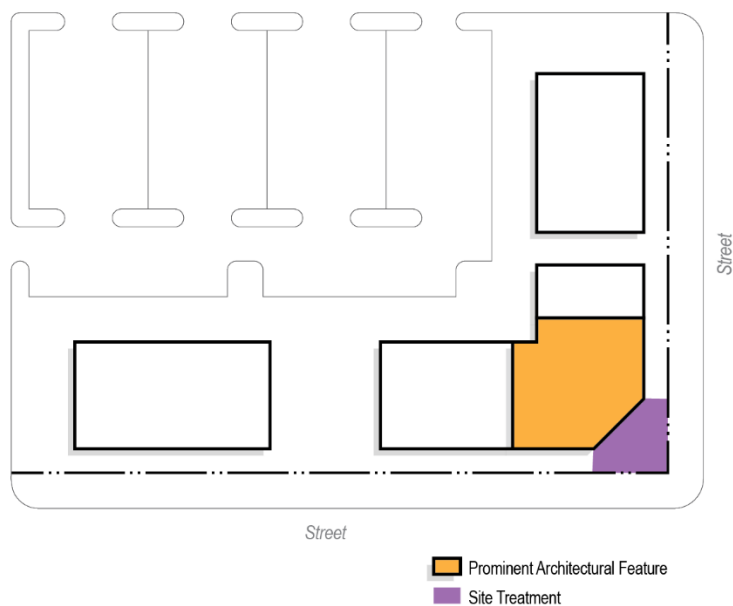
(2) **Single-Family Attached and Detached Uses.**

- (a) **Fences.** Fences shall be allowed on lots with single-family attached and detached uses in accordance with the following standards.
1. **Location.** All fences allowed in this Subsection shall provide safe site distance where driveway curb cuts intersect public rights-of-way.
 2. **Height.**
 - a. Fences in front and/or exterior side yards shall not exceed four (4) feet in height.
 - b. Fences in interior side and/or rear yards shall not exceed six (6) feet in height.
 3. **Materials.** Fences in front yards and/or exterior side yards shall be of non-sight barrier construction and have a maximum opacity of fifty (50) percent. Permitted fence materials in all yards shall be only those materials which are designed and intended for use in fence installations and shall be limited to:
 - a. Vegetation;
 - b. Wood, chemically treated or naturally resistant to decay;
 - c. Wood Composites;
 - d. Aluminum;
 - e. Vinyl/PVC;
 - f. Wrought Iron; and
 - g. As approved by the Administrative Review Committee.

(3) **Multifamily, Mixed Use, and Nonresidential Uses.**

- (a) **Building Siting (Figure 13).** Development located at the corner of two (2) streets shall be sited to connect or anchor the corner with prominent architectural features and site treatments.

Figure 13: Building Siting



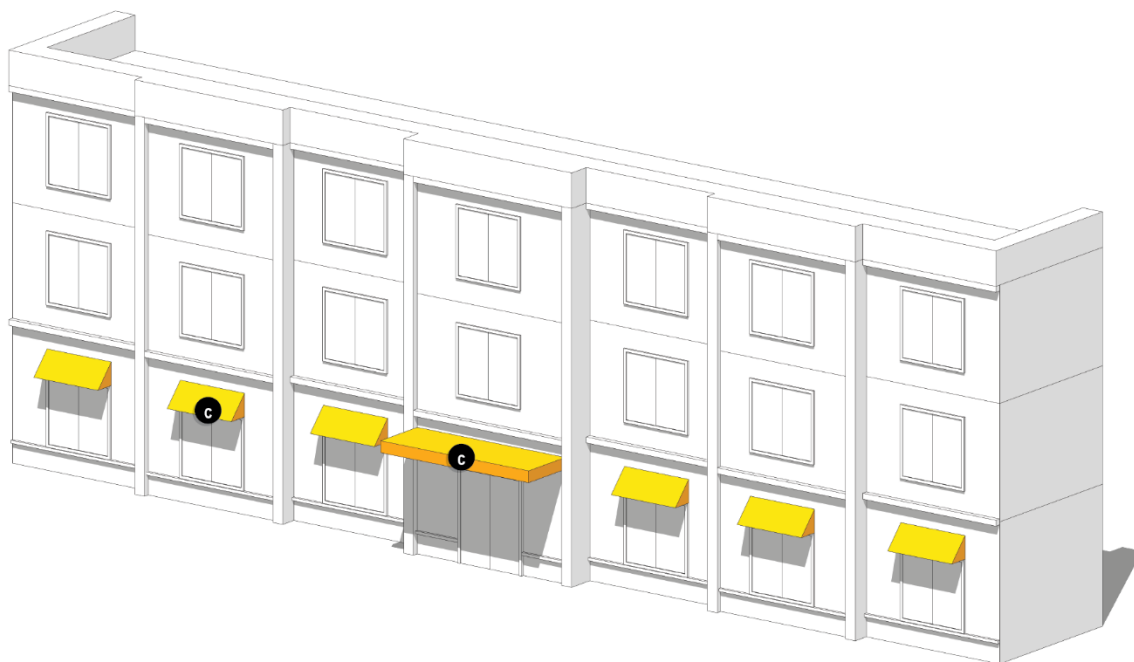
(b) **Transparency (Figure 14).**

1. **Ground Level Transparency.** The ground level of nonresidential or mixed use buildings must offer pedestrian interest along sidewalks and pedestrian paths through the placement of window and doors. Therefore, the first floor of any building façade facing a public right-of-way, with the exception of alleys, shall include transparent, clear glass windows and / or doors arranged so that the uses inside are visible from and / or accessible to the street. Window and / or doors with reflective or tinted glass that impede views into a building shall be prohibited.
2. **All Stories Transparency.** All stories of all building facades facing a public right-of-way, with the exception of alleys, shall include at least (40) percent of the subject facade in windows or doors. The Administrative Review Committee may waive transparency requirements by up to twenty (20) percent for Medical and Dental Office uses.

Figure 14: Transparency

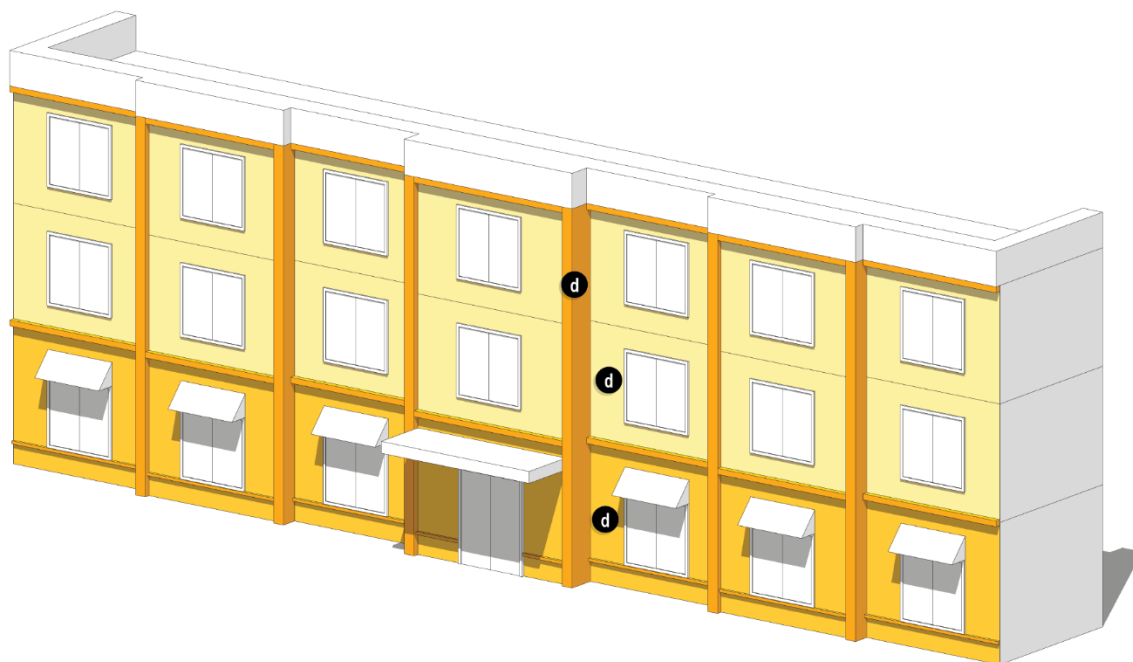
- (c) **Awnings and Canopies (Figure 15).** Building awnings, canopies, or similar weather protection devices are encouraged on the first floor of non-single-family development facing a public right-of-way. If provided, awnings or canopies shall project a minimum of three (3) feet and a maximum of ten (10) feet from the façade.

Figure 15: Awnings and Canopies



- (d) **Articulation (Figure 16).** The ground level must offer pedestrian interest along sidewalks and pedestrian paths that face a public right-of-way, with the exception of alleys, through the use of contrasting elements. Façades shall be articulated with a sense of depth by including design elements that create shadow lines, change color or materials, or incorporate other details that together with required landscaping (Section 36-492) breakdown large expanses of flat, unembellished surfaces.

Figure 2: Articulation



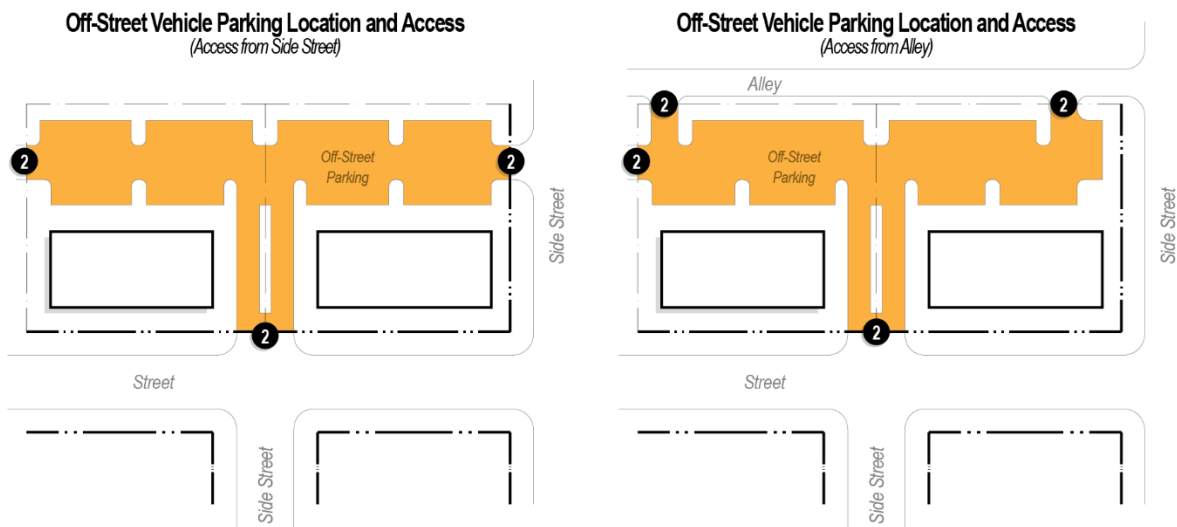
36-491. Off-Street Parking

(1) **Off-Street Vehicle Parking Requirements.**

- (a) **Subdistrict A.** Off-street vehicle parking shall not be required in Subdistrict A.
- (b) **Subdistricts B, C, D, E, and F.** Off-street vehicle parking for residential, nonresidential, and mixed uses shall be provided in Subdistricts B, C, D, E, and F, as follows:
 - 1. **Single-Family Attached and Detached.** 1 space / dwelling unit
 - 2. **Micro-Efficiency Dwelling Unit.** 1 space / dwelling unit
 - 3. **Efficiency / One-Bedroom Dwelling Unit.** 1.5 spaces / dwelling unit
 - 4. **Two or More Bedroom Dwelling Unit.** 2 spaces / dwelling unit
 - 5. **Nonresidential Uses.** Off-street vehicle parking is not required.

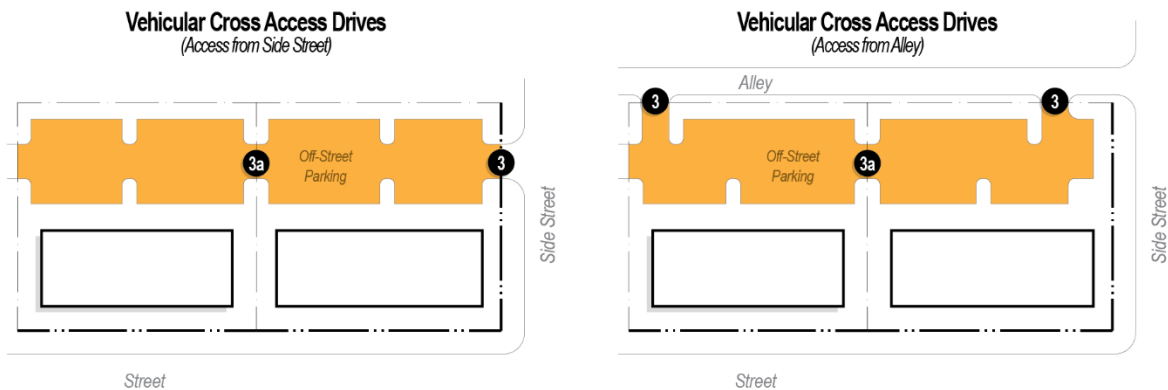
- (2) **Off-Street Vehicle Parking Location and Access (Figure 17).** Parking lots, structures, and / or garages shall be located to the rear of the principal building and accessed from a side street, alley, or access easement. Access points from Grant Avenue shall be permitted only if located directly across from an existing roadway which runs perpendicular to Grant Avenue or if the property has no access to any side street, alley, or access easement.

Figure 37: Off-Street Vehicle Parking Location and Access



- (3) **Vehicular Cross Access Drives (Figure 18).** To facilitate vehicular access between adjoining developments and to minimize access points along Grant Avenue, development in all subdistricts shall comply with the following standards:
- (a) Internal vehicular circulation systems shall be designed to allow for vehicular cross-access between the development's vehicle parking facilities and vehicle parking facilities in an adjoining non-single-family development, or to the boundary of adjoining vacant land.
 - (b) Required vehicular cross access between the adjoining lots shall be provided through the use of a single two-way maneuvering lane or two one-way maneuvering lanes that are sufficiently wide to accommodate traffic by automobiles, service vehicles, loading vehicles, and emergency vehicles.
 - (c) The Administrative Review Committee may waive or modify the requirement for vehicular cross access on determining that such cross access is impractical or undesirable because it would require crossing a significant physical barrier or environmentally sensitive area or would create unsafe conditions.
 - (d) Easements allowing cross access to and from properties served by a vehicular cross-access drives, along with agreements defining maintenance responsibilities of property owners, shall be recorded with the Register of Deeds for the county in which the properties are located before issuance of a Building Permit for the development.

Figure 4: Vehicular Cross Access Drives



(4) Pedestrian Walkways.

- (a) ADA accessible pedestrian walkways shall be provided from the perimeter public sidewalk to the primary building entrance and from the parking lot to the primary building entrance and shall be along direct routes that do not require significant out-of-direction travel.
- (b) ADA accessible pedestrian walkways must be distinguished from driving surfaces through the use of raised curbs or contrasting materials to enhance pedestrian safety. Examples of acceptable contrasting materials include, but are not limited to stamped asphalt, special pavers, bricks, or scored concrete.

(5) Bicycle Parking (Figure 19).**(a) Location.**

- 1. Required bicycle parking shall be provided on the same lot as the use for which it is intended to serve.
- 2. Bicycle parking shall be sited within fifty (50) feet of a building entrance. If provided indoors, bicycle parking shall be located within a common area designated for secure bicycle storage.
- 3. Bicycle parking areas shall be adequately lit and located such that they are highly visible from the street and/or building entrance(s) from where bicyclists approach.
- 4. Bicycle parking adjacent to a pedestrian walkway shall be sited to ensure that a minimum five (5) foot walkway clearance is maintained.
- 5. The location of bicycle parking shall not conflict with pedestrian and/or vehicular circulation.

(b) Design Criteria.

- 1. Bicycle facilities shall be constructed of sturdy, tamper-proof materials such as welded steel. Rack design may be varied to complement the architecture of the primary building, provided it meets all design criteria.
- 2. Bicycle racks shall be installed on a hard surface area.
- 3. Each bicycle rack shall provide parking for at least two (2) bicycles.
- 4. Racks shall allow for the bicycle frame and at least one (1) wheel to be locked to the racks.
- 5. The bicycle rack shall allow for the use of a cable as well as a U-shaped lock.
- 6. The installation of bicycle parking facilities shall conform to the manufacturer requirements.

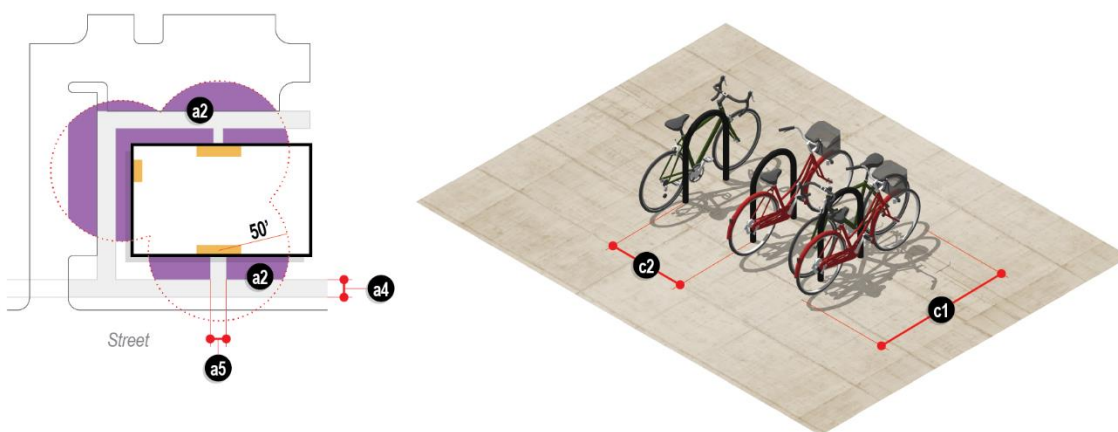
(c) Dimensional Standards.

- 1. Each bicycle parking space shall be a minimum of six (6) feet in length with the exception of vertical or wall mounted bicycle parking spaces.
- 2. Bicycle racks shall be located at least three (3) feet in all directions from any obstruction, including but not limited to other bicycle racks, walls, doors, posts, columns, or landscaping.
- 3. A minimum vertical clearance of seven (7) feet shall be maintained above all bicycle parking facilities.

(d) **Off-Street Bicycle Parking Requirements.**

1. The number of required bicycle parking spaces shall be equal to five (5) percent of required vehicle parking spaces or ten (10) spaces, whichever is less. Additional demand for bicycle parking shall be monitored and provided as necessary.
2. **Exemption.** The bicycle parking requirements of this Section shall apply to all uses other than the following:
 - a. Dwelling, Single-Family Detached
 - b. Dwelling, Single-Family Attached

Figure 19: Off-Street Bicycle Parking

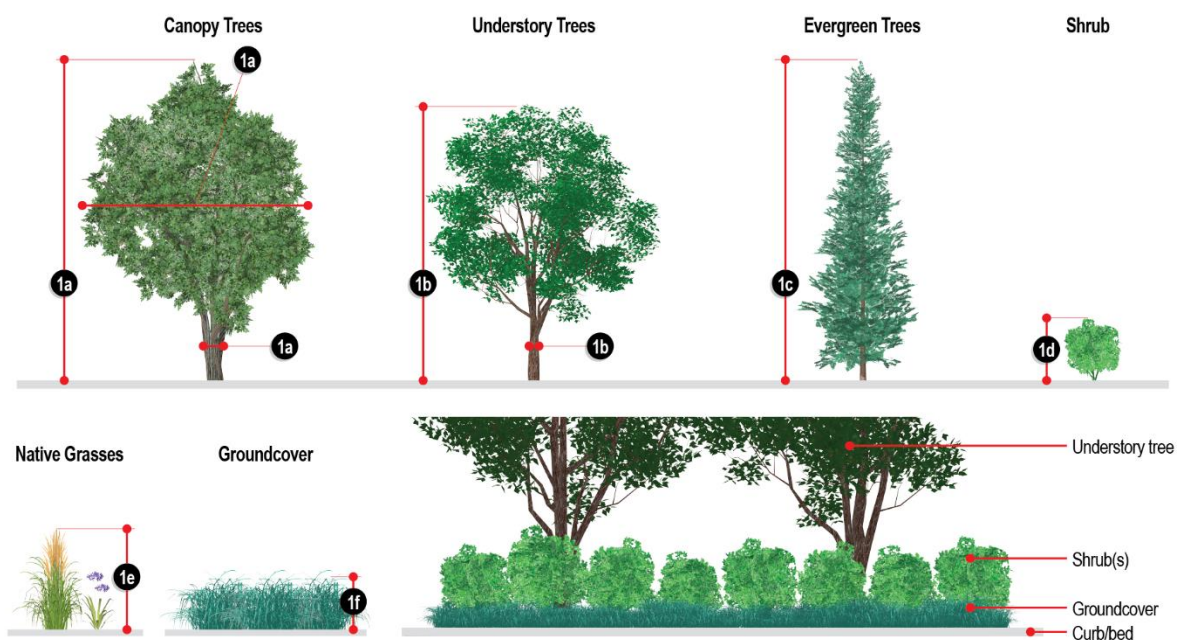


36-492. Landscape

Landscape improvements required by this Section shall apply to all non-single-family development and consist of living plants in a combination of trees, shrubs, native grasses, and/or groundcover. Unless otherwise stated in this Section, all size specifications for plant materials shall be based upon the time of planting. When caliper is specified for tree planting, the caliper of the tree trunk shall be measured at six (6) inches above the soil level. Any plant materials used to meet the requirements of this section shall not include any plant material identified as an invasive plant by the Missouri Department of Conservation.

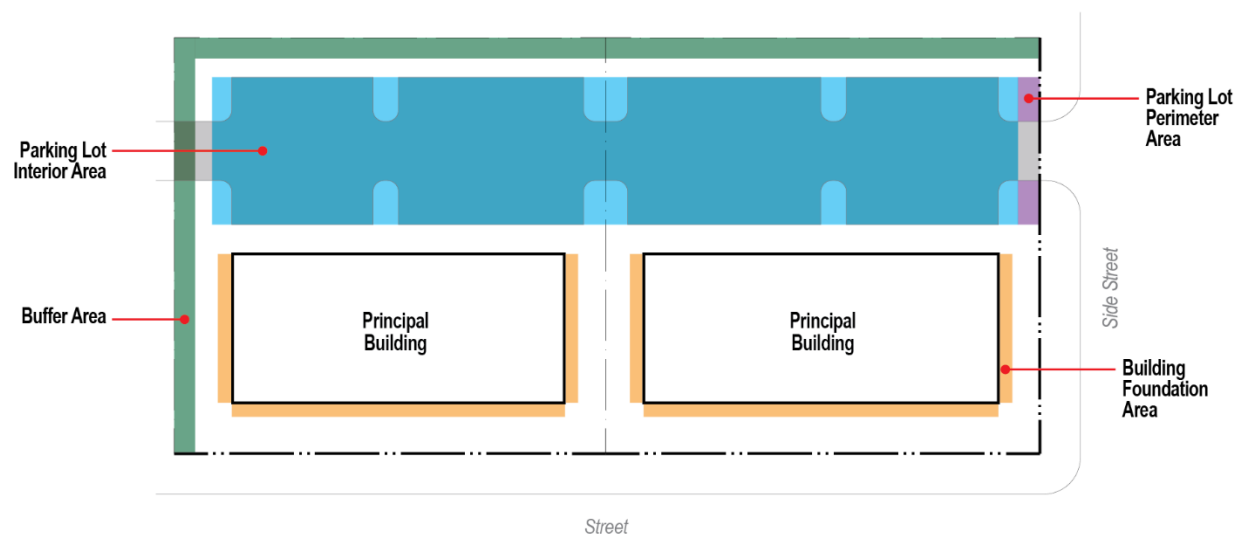
- (1) **Planting Types (Figure 20).** More specific criteria and standards are contained in the arboricultural design guidelines of the City of Springfield.
 - (a) **Canopy Trees:** A woody plant (deciduous or evergreen) having not less than a two and one-half (2.5) inch caliper with single central axis which typically reaches a mature height of not less than forty (40) feet and a mature spread of not less than fifteen (15) feet.
 - (b) **Understory Trees:** A woody plant having not less than a one and one-half (1.5) inch caliper, or six (6) feet tall for multiple stem species, that normally attains a mature height of at least fifteen (15) feet.
 - (c) **Evergreen Trees:** A tree having foliage that persists and remains green throughout the year and has a height of not less than six (6) feet at installation and maturing to a height of not less than twenty (20) feet.
 - (d) **Shrub:** A woody plant (deciduous or evergreen) of low to medium height characterized by multiple stems continuous from its base and having a height of not less than two (2) feet.
 - (e) **Native Grasses:** Grasses and flowering broad leaf plants that are native to, or adapted to, the State of Missouri, and that are commonly found in meadow and prairie plant communities, not including noxious weeds.
 - (f) **Groundcover:** Herbaceous plants, other than turf grass, or prostrate shrubs normally reaching an average maximum height of eighteen (18) inches at maturity.

Figure 20: Planting Types



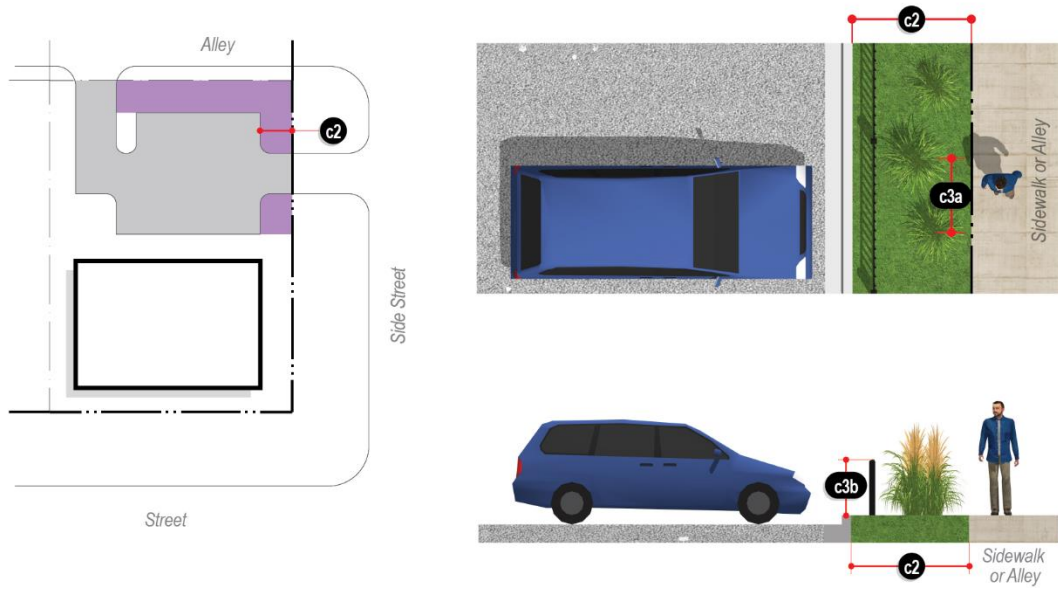
- (2) **Required Landscape Areas (Figure 21).** Landscape shall be provided as outlined below in the locations illustrated in Figure 21.

Figure 21: Required Landscape Areas



- (3) **Parking Lot Perimeter Area.** Trees and landscape required by this Section shall be in addition to trees and landscape required under other Sections of this Division. It is the objective of this Section to provide screening between parking areas and rights-of-way, and to provide for the integration of stormwater management with required landscaping.
- (a) **Location.** All surface parking lots which abut a public or private right-of-way, including alleys, shall include landscape and trees as required by this Section located between the parking lot back of curb and the right-of-way.
- (b) **Applicability.** The parking lot perimeter landscape regulations of this Section apply to the following:
1. The construction or installation of any new surface parking lot or vehicular use area; and
 2. The expansion of any existing surface parking lot or vehicular use area, in which case the requirements of this Section apply only to the expanded area.
- (c) **Requirements (Figure 22).**
1. Perimeter landscape shall run the full length of the parking lot and shall be located between the property line and the edge of the parking lot.
 2. Perimeter landscape shall have a minimum width of seven (7) feet as measured from the parking lot back of curb, to accommodate vehicle bumper overhang and ensure planting areas that are adequate in size.
 3. Perimeter landscape areas shall be improved as follows:
 - a. One (1) shrub or native grass the height of which shall not be less than three (3) feet nor greater than five (5) feet, shall be planted for every three (3) feet of landscape area length, spaced to adequately screen vehicle bumpers. Fifty (50) percent of required landscape shall be evergreen shrubs unless a low masonry wall or fence is provided as detailed in Subsection b. below.
 - b. A low masonry wall or fence the height of which provides effective screening to a maximum height of three (3) feet shall be used in conjunction with required landscaping as detailed above if the parking lot is located within seventy (70) feet of residential use. Plant materials shall be installed between the sidewalk and the fence or wall to provide a softening effect.
 4. Perimeter landscape areas outside of shrub / native grasses and tree masses shall be planted in live groundcover.

Figure 22: Parking Lot Perimeter Area Landscape



- (4) **Parking Lot Interior Area.** All parking lots shall include landscape and trees located within the parking lot as required by this Section. Trees and landscape required by this Section shall be in addition to trees and landscape required under other Sections of this Division. It is the objective of this Section to provide shade within parking areas, break up large expanses of parking lot pavement, support stormwater management where appropriate, and provide a safe pedestrian environment.

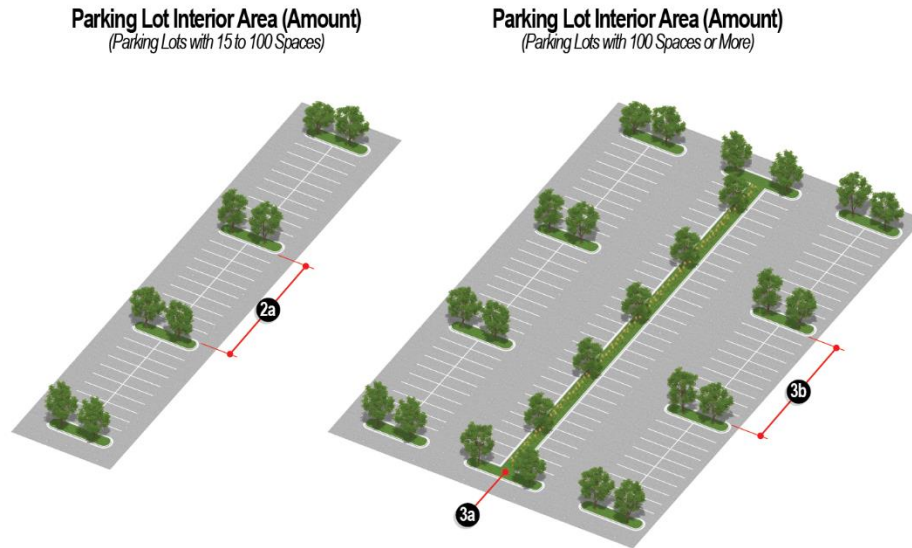
(a) **Applicability.** The parking lot interior landscape regulations of this Section apply to the following:

1. The construction or installation of any new surface parking lot; and
2. The expansion of any existing surface parking lot, in which case the requirements of this Section apply only to the expanded area.

(b) **Amount (Figure 23).**

1. **Parking Lots with Fewer than 15 Spaces.** In parking lots with fewer than fifteen (15) spaces, all rows of parking shall be terminated by a parking lot island.
2. **Parking Lots with 15 to 100 Spaces.** In parking lots with fifteen to one-hundred (100) spaces, required parking lot interior landscape area shall be provided in the form of islands.
 - a. **Parking Lot Island Amount Requirement.** Parking lot islands shall be located on all parking rows. Parking lot islands shall be spaced not more than one-hundred thirty-five (135) feet or more than fifteen (15) continuous spaces apart, and at the end of any row of parking bordered by a drive aisle, public or private street, or pedestrian walkway.
3. **Parking Lots with 100 Spaces or More.** In parking lots with one-hundred (100) or more spaces, required parking lot interior landscape area shall be provided in the form of islands and medians.
 - a. **Parking Lot Median Amount Requirement.** Parking lot medians shall be placed between every third row of parking.
 - b. **Parking Lot Island Amount Requirement.** Parking lot islands shall be located on parking rows which are not required to have parking lot medians. Parking lot islands shall be spaced not more than one-hundred thirty-five (135) feet or more than fifteen (15) continuous spaces apart, and at the end of any row of parking bordered by a drive aisle, public or private street, or pedestrian walkway.

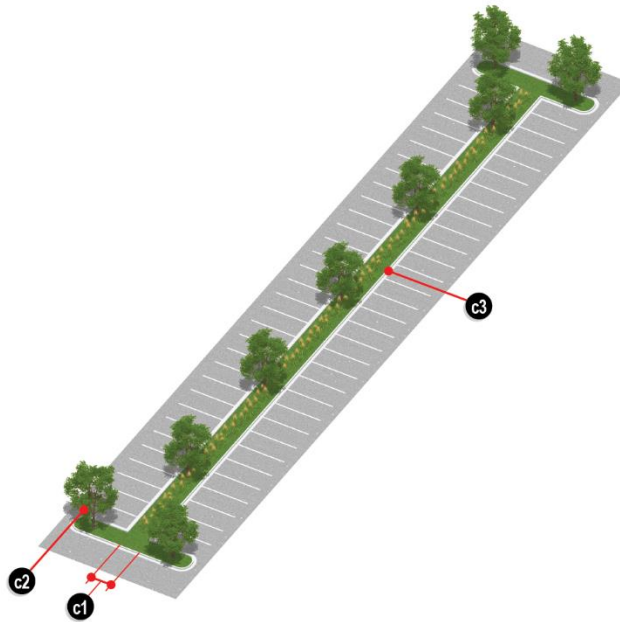
Figure 23: Parking Interior Area Landscape - Amount



(c) **Parking Lot Median Standards (Figure 24).**

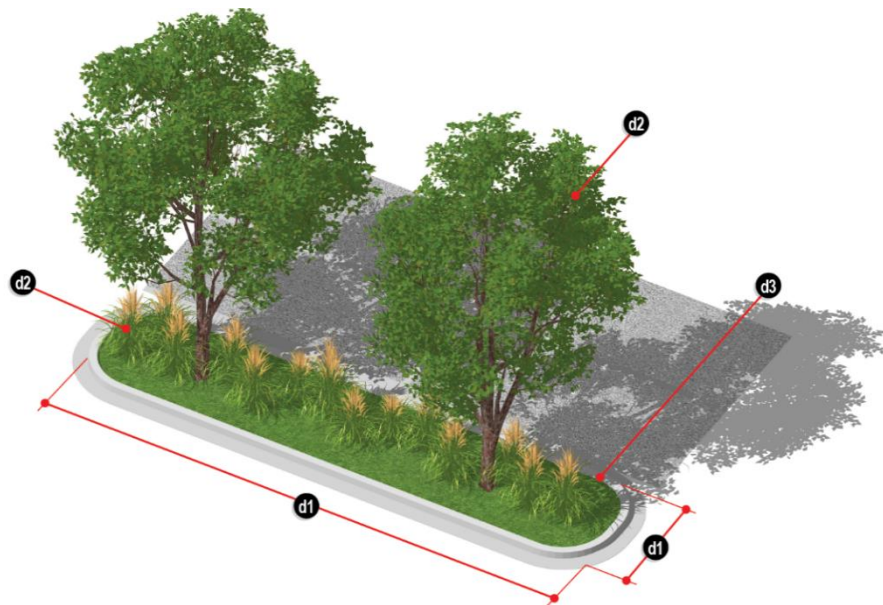
1. **Size.** Parking lot medians shall have a minimum width of nine (9) feet and minimum soil depth of thirty-six (36) inches.
2. **Planting.** A minimum of one (1) canopy tree and fifteen (15) shrubs or native grasses shall be planted for each fifty (50) linear feet of parking lot median.
3. **Design.** Parking lot medians shall be protected with concrete curbing, wheel stops, or other suitable barriers. Such medians shall be properly drained or irrigated as appropriate to the site conditions to ensure survivability of plant materials and proper stormwater management function.

Figure 24: Parking Lot Median Standards



(d) Parking Lot Island Standards (Figure 25).

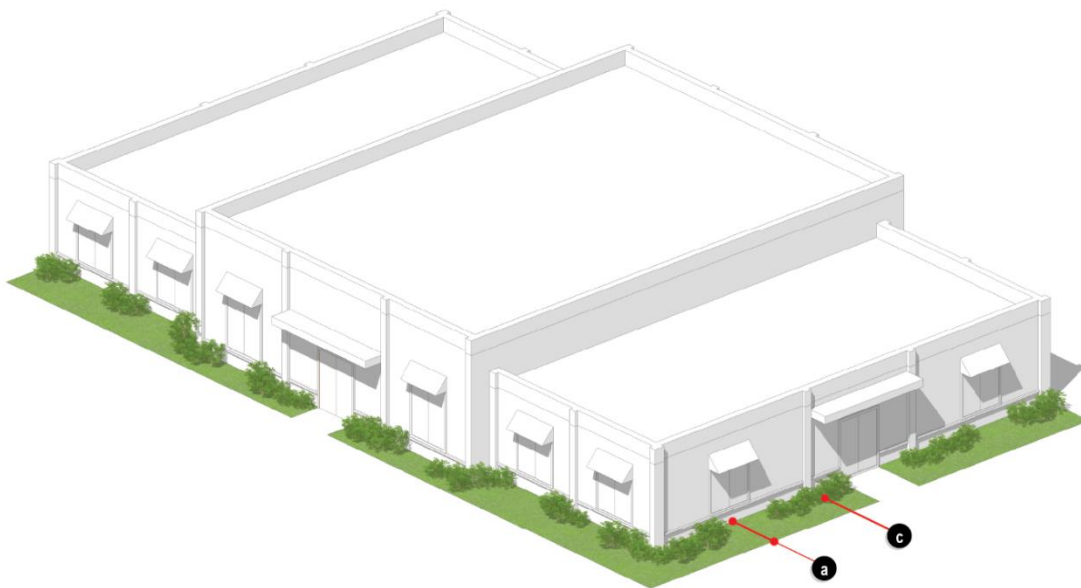
1. **Size.** Parking lot islands shall be a minimum nine (9) feet wide by eighteen (18) feet long if adjacent to standard parking spaces and sixteen (16) feet long if adjacent to compact parking spaces and shall have a minimum soil depth of thirty-six (36) inches. Double rows of parking shall provide parking lot islands opposite one another to form continuous single islands.
2. **Planting.** A minimum of one (1) canopy tree shall be provided for every parking lot island. If the island extends the width of a double row, then two (2) canopy trees shall be provided.
3. **Design.** Parking lot islands shall be protected with concrete curbing or other suitable barriers. Such islands shall be properly drained or irrigated as appropriate to the site conditions to ensure survivability of plant materials and proper stormwater management function.

Figure 25: Parking Lot Island Standards

- (e) **Pedestrian Walkways.** Pedestrian walkways, as required by Section 36-491(4), shall be located along parking lot medians. The Administrative Review Committee may waive or modify this requirement on determining that locating pedestrian walkways along parking lot medians is impractical due to site conditions or is undesirable because it would create unsafe conditions.
- (f) **Type of Landscape Material.** Except where areas are designed as vegetated stormwater management areas, canopy trees shall be the primary plant material used in parking lot islands and canopy trees and shrubs or native grasses shall be the primary plant materials used in parking lot medians. Understory trees, evergreen trees, shrubs, native grasses, groundcover, and other plant materials may be used to supplement the required plantings shall provide safe site distance where driveway curb cuts intersect public rights-of-way. If medians or islands are designed as stormwater management areas, deviations from required plantings may be approved by the Administrative Review Committee.
- (g) **Groundcover.** Except where areas are designed as vegetated stormwater management areas, a minimum of seventy-five (75) percent of the surface area of every parking lot island and median shall be planted with live groundcover. If medians or islands are designed as stormwater management areas, deviations from required plantings may be approved by the Administrative Review Committee.

- (5) **Building Foundation Area (Figure 26).** All non-single-family development, with the exception of non-single family development built with a zero (0) foot front yard setback, shall include landscape located at the building foundation as required by this Section. Landscape required by this Section shall be in addition to landscape required under other Sections of this Division. It is the objective of this Section to provide a softening effect at the base of buildings.
- (a) A non-single family development is required to maintain a building foundation area at front and exterior side yards with a minimum width of the building setback or seven (7) feet, whichever is less.
 - (b) Foundation plantings shall be placed eighteen (18) inches on center from the foundation of the building.
 - (c) Foundation plantings shall be designed to frame architectural features and to visually soften long expanses of walls.
 - (d) Foundation plantings shall be installed across eighty (80) percent of the length of the front and exterior side façade of the building.
 - (e) Foundation plantings may include trees, shrubs, native grasses, and groundcover.
 - (f) Where the area between the building and right-of-way is entirely paved as a public gathering space, plaza, or outdoor dining area, required building foundation area landscaping may be substituted by a minimum of two (2) of the following elements:
 - 1. Moveable tables and chairs,
 - 2. Fountain or other water feature,
 - 3. Sculpture or other public art feature,
 - 4. Benches, seat walls, or amphitheaters,
 - 5. Raised landscape planters,
 - 6. Understory trees lining the area,
 - 7. Pedestrian scale and celebratory lighting,
 - 8. Other features as approved by the Administrative Review Committee.
 - (g) Above-ground stormwater planter boxes along building facades may be substituted for foundation plantings.

Figure 26: Building Foundation Area Landscape



(6) **Buffer Area.** Buffer area landscape shall be required along interior property lines of all non-single-family development when adjacent to single-family uses. It is not expected that the buffer area will totally screen such uses but rather will minimize land use conflicts and enhance aesthetics. Landscape required by this Section shall be in addition to landscape required under other Sections of this Division.

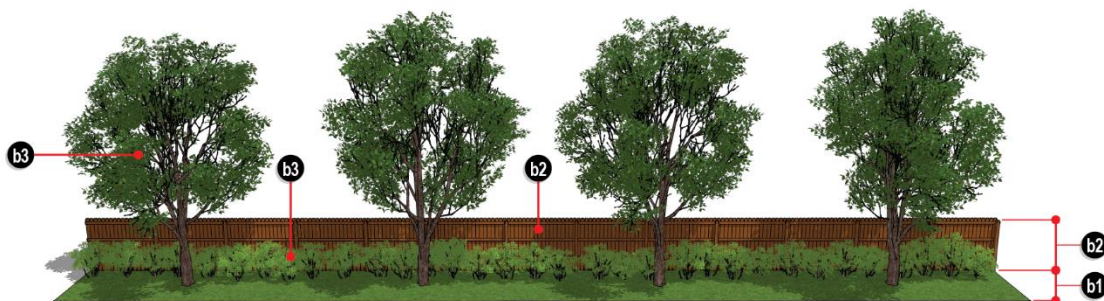
(a) **Applicability.** Buffer area landscaping is required as follows:

1. The construction or installation of any new primary building or primary use; and
2. The expansion of any existing primary building or primary use that results in an increase in gross floor area by more than five (5) percent or one thousand (1,000) square feet, whichever is greater. In the case of expansions that trigger compliance with buffer area requirements, buffer area landscaping is required only in proportion to the degree of expansion. The Administrative Review Committee is authorized to allow the buffer area to be established adjacent to the area of expansion or to disperse buffer area landscaping along the entire site buffer area.

(b) **Buffer Area Standards (Figure 27).**

1. **Width.** Buffer areas shall have a minimum width of seven (7) feet. Required yard setbacks may be utilized for buffer area landscape.
2. **Fences.** The exterior line of the buffer area shall be improved with a fence meeting the following standards:
 - a. **Height.** The fence shall be six (6) feet in height.
 - b. **Materials.** The material of the fence shall be pressure treated wood (chemically treated or naturally resistant to decay) or wood composites.
 - c. **Design.** The finished side of the fence shall face the adjacent property.
 - d. **Location.** Fences shall be located in line with the fences of adjacent properties, shall provide safe site distance where driveway curb cuts intersect public rights-of-way, and shall not extend beyond the front elevation of the primary building.
3. **Landscape Elements.** The buffer area shall, at a minimum, be improved with the following landscape elements:
 - a. **Canopy / Evergreen Trees.** Four (4) canopy and/or evergreen trees shall be planted per every one-hundred (100) lineal feet of buffer area.
 - b. **Shrubs / Native Grasses.** Ten (10) shrubs / native grasses shall be planted per every one-hundred (100) lineal feet of buffer area.

Figure 27: Buffer Area Landscape



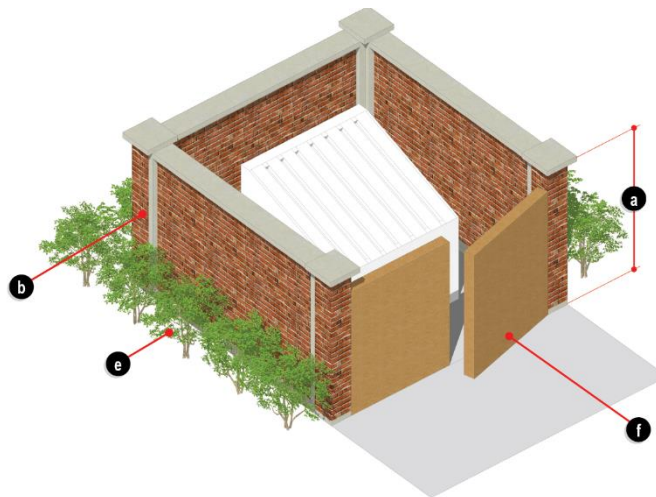
(7) Installation and Maintenance of Landscape Areas.

- (a) All installed landscape shall conform to the most recently approved American Standard for Nursery Stock (ANSI Z60.1), published by the American National Standards Institute.
- (b) All new landscape areas shall be installed prior to the occupancy or use of the building or premises, or substantial completion of the building to allow for occupancy; or if the time of the season or weather conditions are not conducive to planting, the developer shall apply to the Administrative Review Committee for a delay in landscape installation. The delay in landscape installation request shall identify a date certain by which all required landscape materials shall be installed or the developer shall be subject to a fine as detailed in the agreement.
- (c) A total cost estimate of landscaping for the construction must be given in January 1 dollars for the current calendar year. Twenty (20) percent of the total landscaping costs should be deposited in escrow with the City before building permits are granted. The twenty (20) percent landscaping deposit will be held in escrow for a period of one (1) year past the time of planting and will be refunded on approval of the City.
- (d) Dead plant materials shall be replaced within sixty (60) days taking into consideration the season of the year and shall have at least the same quantity and quality of landscape elements as initially approved. If the particular project is constructed in more than one (1) phase, the sixty (60) day timeframe shall apply to each individual phase.
- (e) All landscape shall be maintained in a healthy, neat, trimmed, clean, and weed-free condition. With the exception of surface areas in vegetated stormwater management areas where mulch is not specified, the ground surface of landscape areas shall be covered with either turf and/or other types of pervious groundcover located beneath and surrounding trees and shrubs.
- (f) For stormwater management areas where irrigation is not specified, all installed plantings shall be guaranteed for a period of eighteen (18) months following municipal approval of installation. During this guarantee period the landowner shall supply water as necessary to promote successful establishment and growth.
- (g) Any required landscape area not intended for stormwater management, greater than one hundred and fifty (150) square feet in area, shall be provided with an underground irrigation system or be provided with a portable water supply within fifty (50) feet of said landscape areas. No part of an irrigation system may be installed in City rights-of-way.
- (h) All plantings required under this Division shall be maintained perpetually and replaced if they die or are substantially weakened or damaged. If plantings succumb due to cultural conditions, they shall be replaced with more culturally suitable species of the same type (e.g. tree, shrub, groundcover).

36-493. Screening

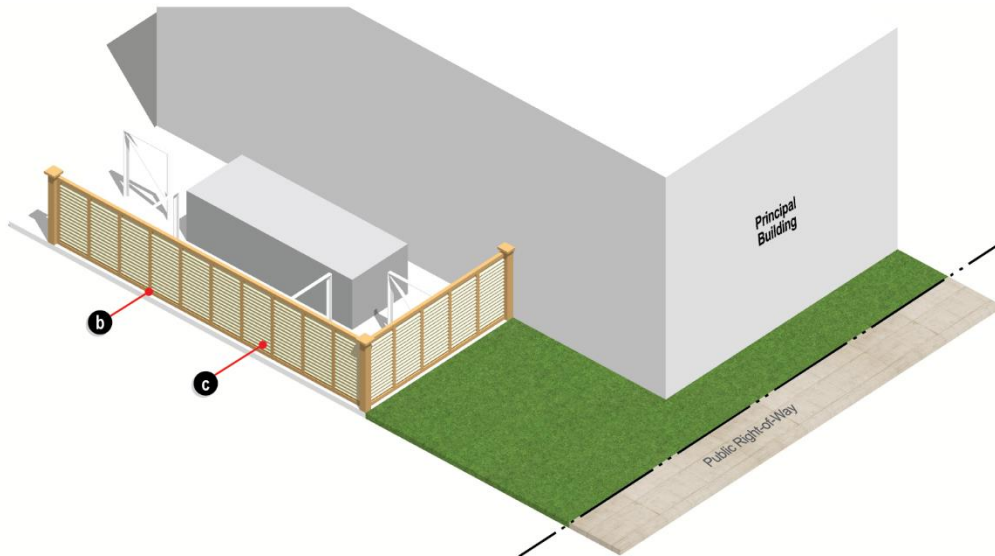
- (1) **Used Frying Oil, Trash, and Recycling Receptacles (Figure 28).** The following regulations shall apply to all non-single-family development.
- (a) Used frying oil, trash, and recycling receptacles shall be screened on three (3) sides with a solid, opaque material with a minimum height of six (6) feet and a maximum height of eight (8) feet.
 - (b) Materials used for screening shall complement the exterior building cladding materials of the primary building.
 - (c) Materials and elevations for enclosures that are attached to buildings shall be designed to be integrated into the primary building.
 - (d) If enclosures are to be attached to buildings, they shall comply with applicable fire and building codes.
 - (e) Shrubs shall be installed every three (3) feet along the exterior of the enclosure, with the exception of enclosure openings, to provide a softening effect.
 - (f) Enclosure openings shall be gated with an opaque material.
 - (g) Enclosure openings shall be kept closed at all times except for when the receptacle is being accessed.
 - (h) Property owners shall be responsible for ensuring that used frying oil, trash, and recycling receptacles be placed in the enclosure at all times other than when it is being accessed.
 - (i) Access drives shall be constructed of materials and to a thickness which accommodates truck loading. Year-round access to the enclosure area for service trucks shall be maintained by the property owner or tenant.
 - (j) Enclosures shall be of an adequate size to accommodate expected containers. The enclosure shall be designed to be expandable to accommodate future additional containers.
 - (k) Enclosure structures shall be designed to protect the walls from damage by containers. Such protection may be provided by the use of barrier curbing, reinforced masonry walls, or other similar means.
 - (l) Used frying oil, trash, and recycling receptacle enclosures shall not occupy areas used for required parking spaces.

Figure 28: Used Frying Oil, Trash, and Recycling Receptacle Screening



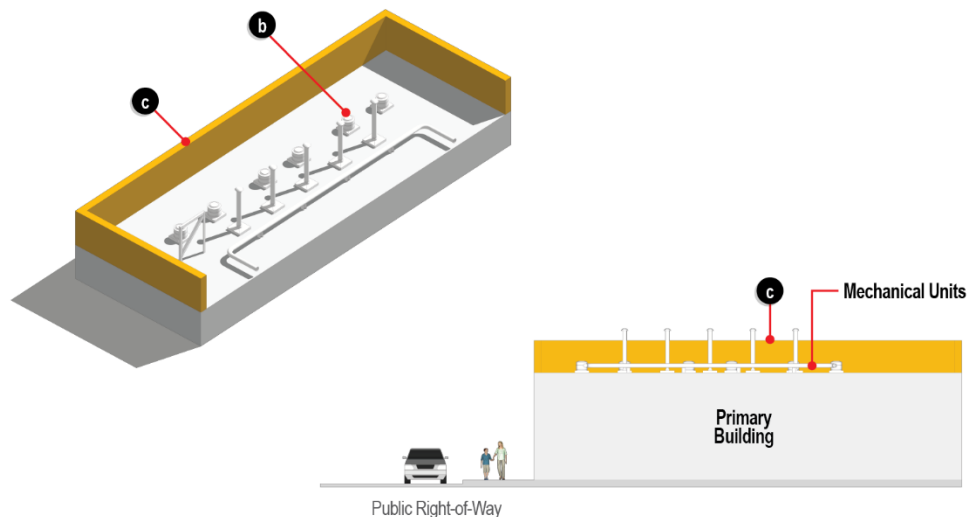
- (2) **Ground/Wall Mounted Mechanical Units (Figure 29).** The following regulations shall apply to all ground/wall-mounted mechanical units, including but not limited to generators, air-conditioning condensers, heat pumps, ventilation units, computer cooling equipment, etc., and any related utility structures and equipment.
- (a) Locating mechanical units within the primary building is strongly encouraged in order to minimize exterior visual impacts. Ground mounted mechanical units are prohibited within the front yard, regardless of whether screening is provided.
 - (b) Ground/wall mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be screened from public view.
 - (c) Materials used for screening shall be designed and established so that the area or element being screened is no more than twenty (20) percent visible through the screen.
 - (d) Chain-link fence or slats in chain-link fence shall not be used to meet this requirement.

Figure 29: Ground/Wall Mounted Mechanical Unit Screening



- (3) **Roof Mounted Mechanical Units (Figure 30).** The following regulations shall apply to all roof mounted mechanical units, including but not limited to air-conditioning condensers, heat pumps, ventilation units, computer cooling equipment, etc., and any related utility structures and equipment which service multifamily, non-residential, or mixed use developments.
- Locating mechanical units within the primary building is strongly encouraged in order to minimize exterior visual impacts.
 - Roof mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be completely screened from public view.
 - Materials used for screening shall be architecturally integrated with the building and shall be continuous and permanent.
 - Screening shall be required when new equipment is installed and shall be provided around both new and existing roof mounted mechanical units in order to provide visual continuity. Normal maintenance of roof mounted mechanical units shall not mandate the screening requirements.
 - Additional screening may be required due to topographic differences in the adjoining properties.

Figure 30: Roof Mounted Mechanical Unit Screening

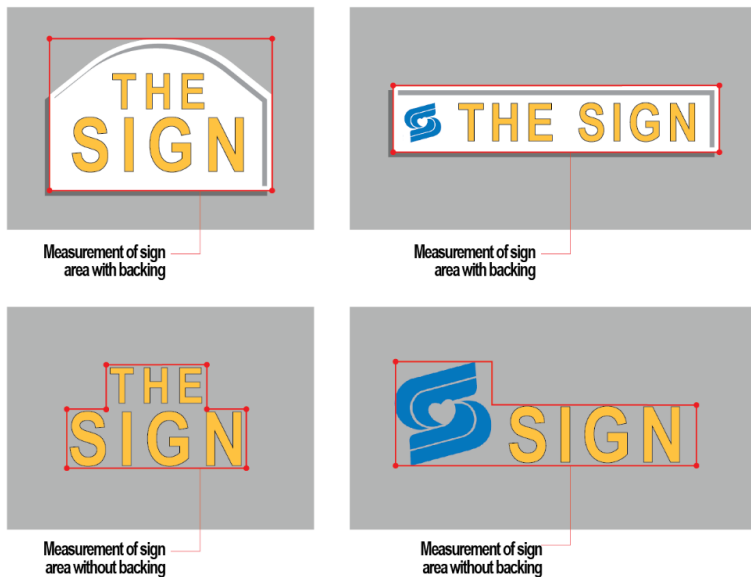


36-494. Signs

(1) Sign Measurement.

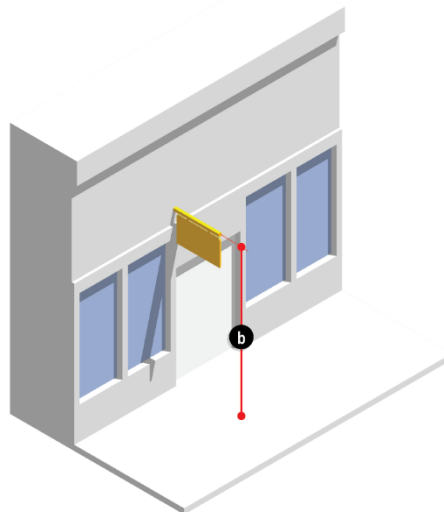
- (a) **Sign Area (Figure 31).** Unless otherwise defined, sign area shall be determined by the total area enclosed by a continuous perimeter along the edges of a sign, including any frame or border. The area of a sign composed of individually-affixed letters is determined by the total area of the smallest geometric shape enclosing the letters. A maximum of two (2) geometric shapes may be utilized. The calculation for a double-faced sign shall be the area of one (1) face only.

Figure 31: Sign Area Measurement



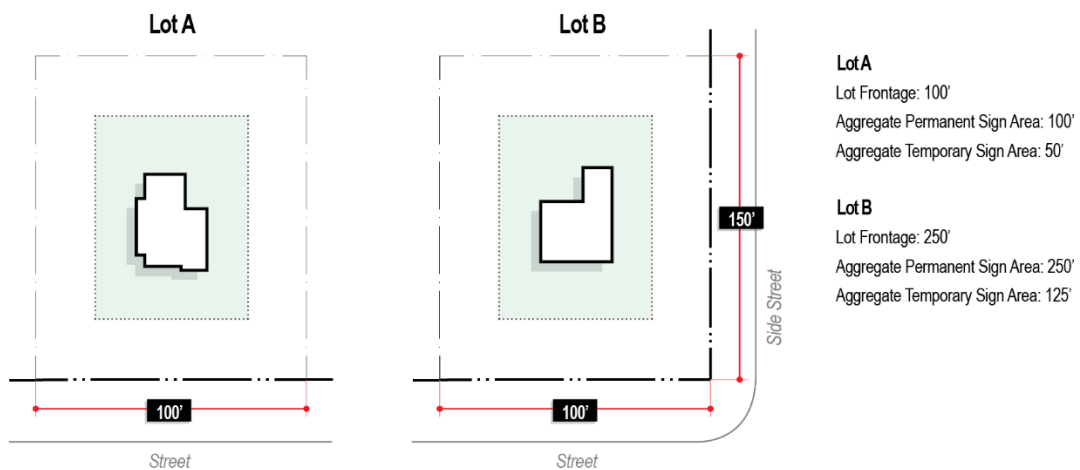
- (b) **Sign Height (Figure 32).** Sign height shall be measured from grade directly below the sign to the topmost portion of the sign.

Figure 32: Sign Height Measurement



(2) **Limit on Sign Area (Figure 33).**

- (a) **Permanent Sign Area Limit.** Each lot shall be allowed one (1) square foot of aggregate sign area per linear foot of building frontage for permanent signs.
- (b) **Temporary Sign Area Limit.** Each lot shall be allowed one-half (0.5) foot of aggregate sign area per linear foot of building frontage for temporary signs.
- (c) **Premises Having Frontage on More Than One Dedicated Street.** Premises having frontage on more than one dedicated street will be allowed an additional one-half (0.5) square feet of aggregate sign area for each lineal foot of the secondary lot frontage; however additional sign area shall only be displayed on the secondary frontage.

Figure 33: Limit on Sign Area

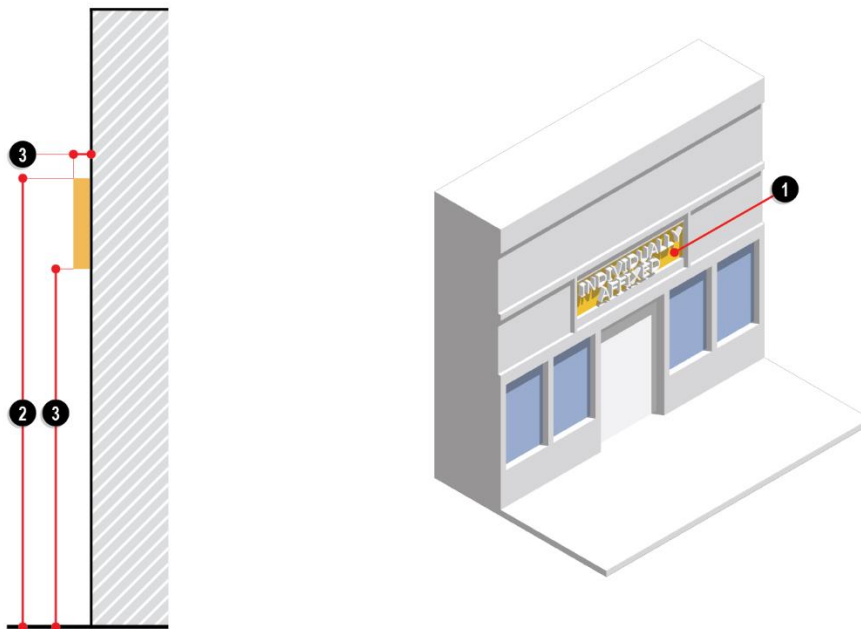
(3) **Table 36-494(3) Permitted and Allowed Sign Types** details the types of signs allowed in the GAP District per use type. The following key is to be used in the interpretation of the table.

- (a) **Permitted Sign Types.** Sign types marked as “P” in the table shall be permitted subject to all applicable provisions of this Division and only after the issuance of a Sign Permit as detailed in Section 36-454(22).
- (b) **Allowed Sign Types.** Sign types marked as “A” in the table shall be allowed subject to all applicable provisions of this Division. No sign permit shall be required.
- (c) **Prohibited Sign Types.** A blank space in the table indicates that a sign type is not allowed for the respective use type.
- (d) **Unlisted Sign Types.** Sign types not included in Table 36-494(3) shall be considered prohibited.

Table 36-494(3) Permitted and Allowed Sign Types		
Sign Type	Single-Family Uses	Non-Single-Family Uses
<i>Permanent Signs</i>		
Wall Sign		P
Awning or Canopy Sign		P
Projecting Sign		P
Window Sign, Permanent		P
On-Site Traffic Directional Sign		P
<i>Temporary Signs</i>		
Wall Mounted Banner Sign		P
Sidewalk Sign		A
Window Sign, Temporary		A
Yard Sign	A	
Post Sign	P	

(4) **Standards for Permanent Signs.**(a) **Wall Signs (Figure 34).**

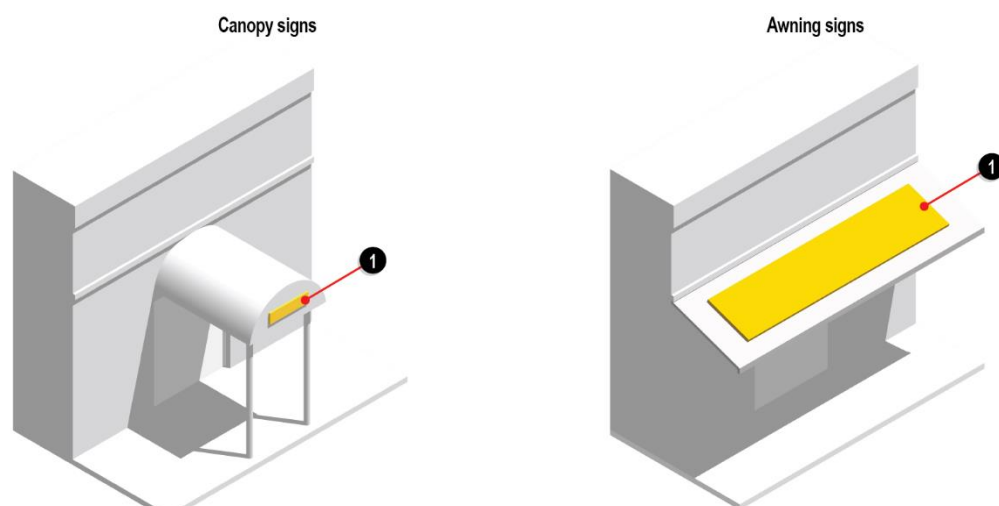
1. **Sign Area.** The maximum sign area of a wall sign shall be five (5) percent of the total area of the face of wall on which the sign is to be located.
2. **Height.** No wall sign shall protrude above the highest roofline or the top of the parapet wall or mansard roof.
3. **Projection.** A wall sign shall not extend more than six (6) inches from the wall of the building or structure to which it is attached and shall maintain a minimum vertical clearance of ten (10) feet.
4. **Number of Signs.** A maximum of one (1) wall sign shall be permitted per lot frontage of a single-tenant building or unit of a multi-tenant building.
5. **Sign Copy.** All sign copy featured on wall signs shall either be individually affixed letters, appear to be individually affixed letters, or be printed, etched, or otherwise incorporated directly on the sign's backing plate. Box signs shall be prohibited.
6. **Other Standards.**
 - a. No wall sign shall cover any architectural features (architectural features shall include but not be limited to, pediment, cornice, belt course, pier, windows, pilaster, roof, decorative stone or inlay, kick plate/bulkhead, raised or colored brick pattern, and corbel) of the building to which it is affixed.
 - b. No wall sign shall be affixed to HVAC screening, elevator overrun, or other features protruding from the roof of the structure.

Figure 34: Wall Signs

(b) **Awning or Canopy Signs (Figure 35).**

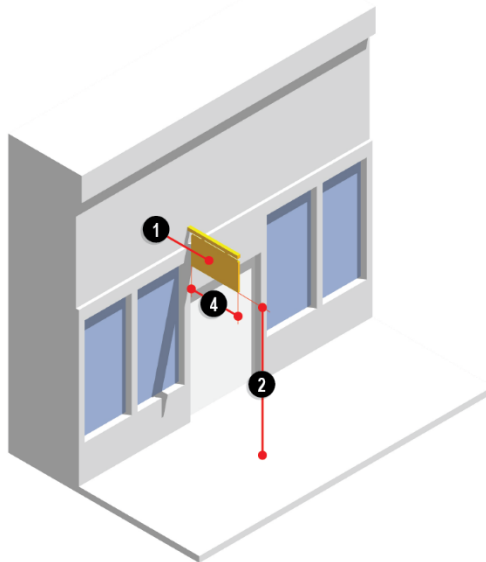
1. **Sign Area.** The maximum sign area of an awning or canopy sign shall be fifty (50) percent of the face of the awning or canopy upon which the sign shall be printed or affixed.
2. **Other Provisions.** Awning or canopy signs shall only be permitted on awnings or canopies extending above ground floor entrances or windows.

Figure 35: Awning or Canopy Signs



(c) **Projecting Signs (Figure 36).**

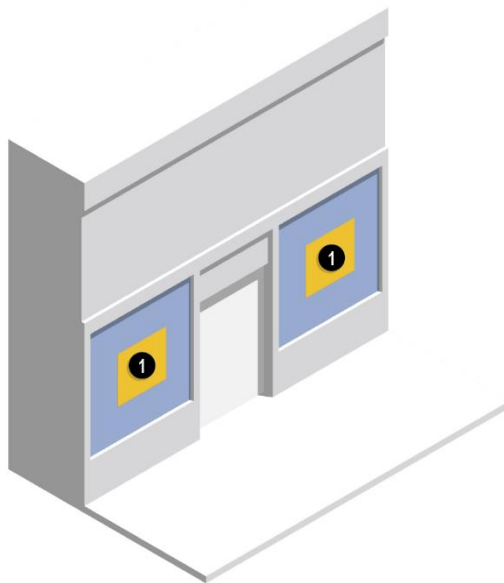
1. **Sign Area.** The maximum sign area of a projecting sign shall be six (6) square feet.
2. **Height.** A projecting sign shall not extend above the roofline of the building to which it is attached, or a maximum of twelve (12) feet, whichever is less, and shall maintain a minimum vertical clearance of eight (8) feet.
3. **Number of Signs.** A maximum of one (1) projecting sign shall be permitted per ground floor nonresidential tenant space. A projecting sign and a wall sign may be displayed on the same building frontage. A projecting sign and an awning or canopy sign shall not be displayed on the same building frontage.
4. **Projection.** A projecting sign shall horizontally project a maximum of four (4) feet from the mean elevation of the building to which it is attached.
5. **Other Provisions.**
 - a. The property owner shall be required to provide a release or hold harmless to the City prior to the display of any signs located within a public right-of-way.
 - b. Projecting signs shall not be illuminated.
 - c. Projecting signs may encroach upon, extend, or project over a public sidewalk.

Figure 36: Projecting Signs

(d) **Window Signs, Permanent (Figure 37).**

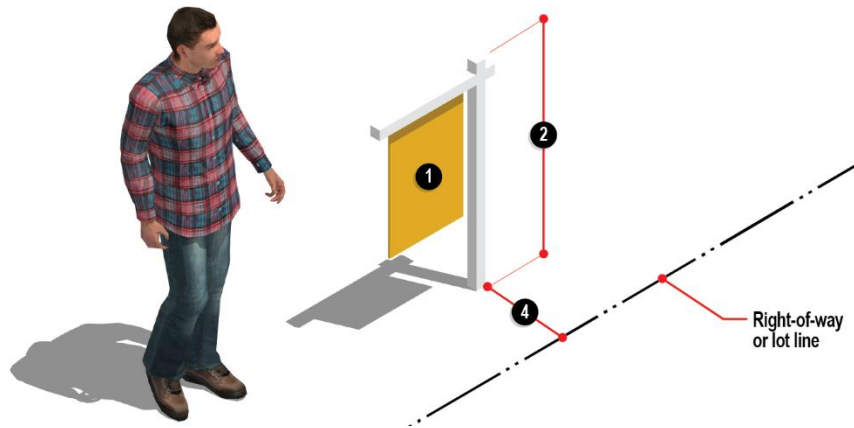
1. **Sign Area.** The maximum sign area of a permanent window sign shall be twenty-five (25) percent of the total area of the window on which the sign shall be located. Permanent window sign area shall be counted in aggregate with wall sign area.
2. **Other Provisions.** Window signs shall be allowed on ground floor windows only.

Figure 37: Window Signs, Permanent



(e) **On-Site Traffic Directional Signs (Figure 38).**

1. **Sign Area.** The maximum sign area of an on-site traffic directional sign shall be six (6) square feet.
2. **Height.** The maximum height of an on-site traffic directional sign shall be four (4) feet.
3. **Number of Signs.** The number and placement of on-site traffic directional signs shall be as necessary to assist in the safe movement of vehicular and pedestrian traffic on a property, as approved by the Administrative Review Committee.
4. **Location.** On-site traffic directional signs shall be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; be placed in any sidewalk or pedestrian walkway and shall not be located in a clear vision triangle as detailed in Section 36-490(1)(f).

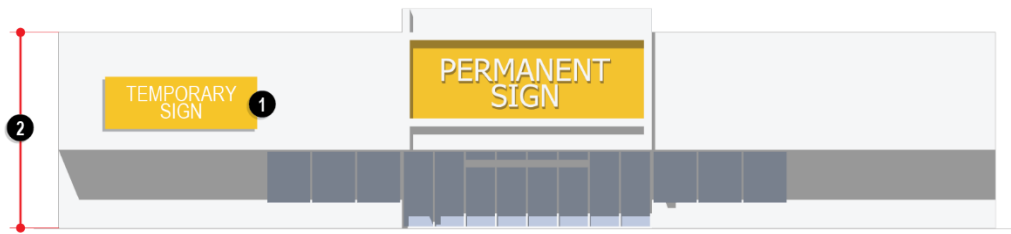
Figure 38: On-Site Traffic Directional Signs

(5) **Standards for Temporary Signs.**

(a) **Wall Mounted Banner Signs (Figure 39).**

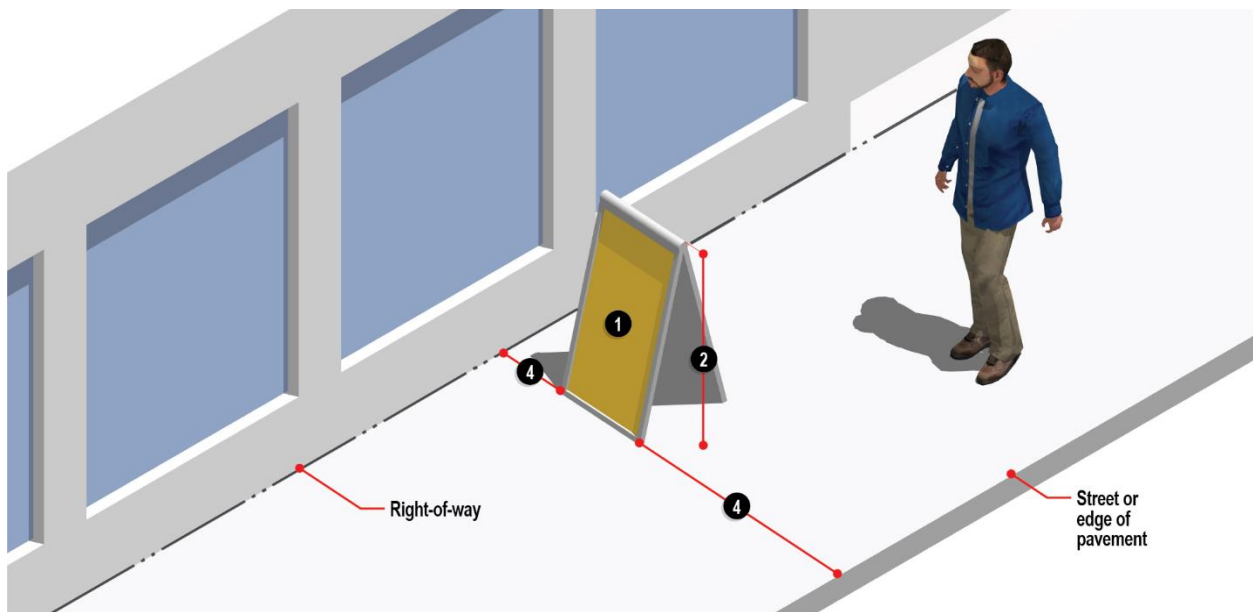
1. **Sign Area.** The maximum sign area of a wall mounted banner sign shall be two and one-half (2.5) percent of the total area of the face of wall on which the sign is to be located.
2. **Height.** No wall mounted banner sign shall protrude above the highest roofline or above the top of the parapet wall or mansard roof.
3. **Number of Signs.** A maximum of one (1) wall mounted banner sign shall be permitted per lot frontage of a single-tenant building or unit of a multi-tenant building.
4. **Location.** Wall mounted banner signs shall be affixed to a building.
5. **Projection.** Wall mounted banner signs shall be affixed flat against the building to which they are mounted.

Figure 39: Wall Mounted Banner Signs



(b) **Sidewalk Signs (Figure 40).**

1. **Sign Area.** The maximum sign area of a sidewalk sign shall be four (4) square feet.
2. **Height.** The maximum height of a sidewalk sign shall be three (3) feet.
3. **Number of Signs.** A maximum of one (1) sidewalk sign shall be permitted per lot frontage of a single-tenant building or unit of a multi-tenant building.
4. **Location.**
 - a. Sidewalk signs shall be placed in a manner that preserves a continuous sidewalk width of a minimum of three (3) feet.
 - b. No part of any sidewalk sign shall block points of ingress or egress.
 - c. Sidewalk signs shall be placed no more than one (1) foot from the wall of the building or unit of a building to which the sign is associated.
 - d. Sidewalk signs shall be placed no less than three (3) feet and no more than six (6) feet from the entrance of the building or unit of a building to which the sign is associated.
5. **Duration of Display.** The display of sidewalk signs shall only be permitted during the operating hours of the use to which the sign is associated and shall be brought indoors during non-operating hours.

Figure 40: Sidewalk Signs

(c) **Window Signs, Temporary.**

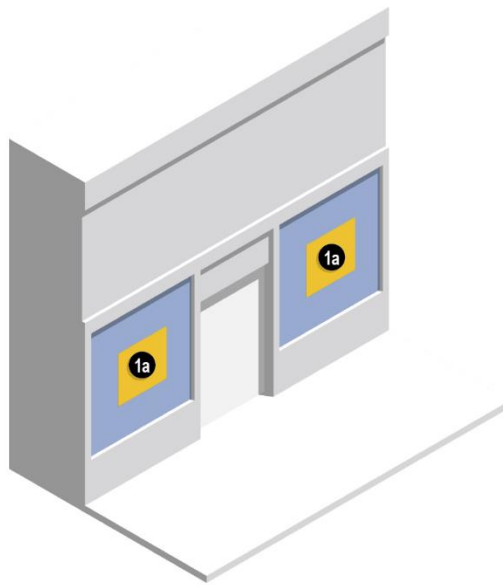
1. **Sign Area (Figure 41).**

- a. The maximum sign area of a temporary window sign shall be fifteen (15) of the total area of the window on which the sign shall be located if a permanent window sign is displayed on the same window.
- b. If a permanent window sign is not displayed on the same window, the maximum sign area of a temporary window sign shall be twenty-five (25) percent of the total area of the window on which the sign shall be located.

2. **Other Provisions.**

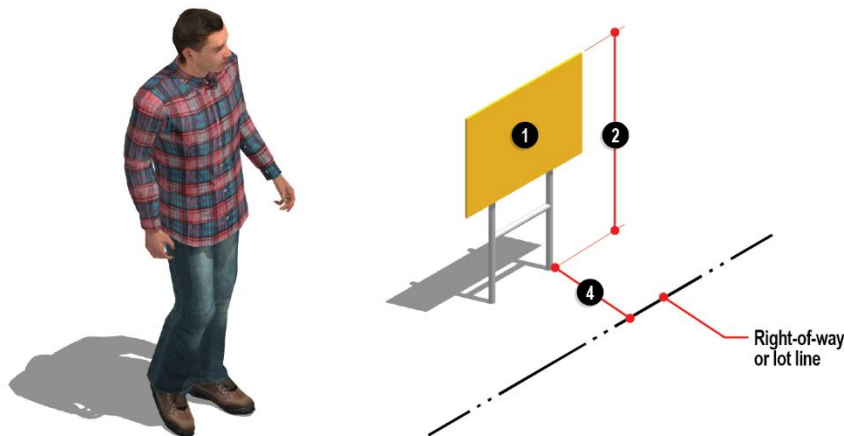
- a. Temporary window signs shall be allowed on ground floor windows only.
- b. Temporary window signs shall not be located on transom windows.

Figure 41: Window Signs, Temporary



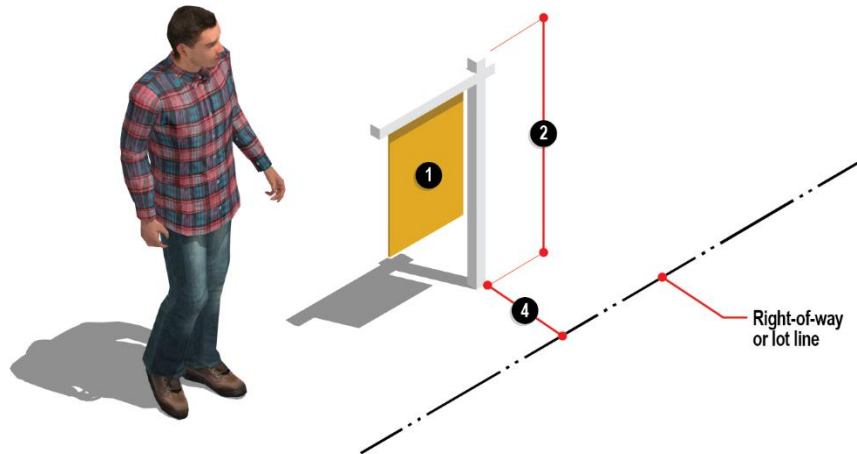
(d) **Yard Signs (Figure 42).**

1. **Sign Area.** The maximum sign area of a yard sign shall be three (3) square feet.
2. **Sign Height.** The maximum height of a yard sign shall be four (4) feet.
3. **Number of Signs.** A maximum of two (2) yard signs may be displayed concurrently per lot. However, in the thirty (30) days before and two (2) days after a local, state, or federal election, a maximum of four (4) yard signs may be displayed concurrently.
4. **Location.** Yard signs shall be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; or be placed in any sidewalk or pedestrian walkway.
5. **Other Provisions.**
 - a. Yard signs shall be securely anchored into the ground or secured in a portable base designed for such function.
 - b. Yard signs shall be maintained in good condition and shall not sag, lie on the ground, be torn, or otherwise kept in a disorderly state.

Figure 42: Yard Signs

(e) **Post Signs (Figure 43).**

1. **Sign Area.** The maximum sign area of a post sign shall be four (4) square feet.
2. **Height.** The maximum height of a post sign shall be six (6) feet.
3. **Number of Signs.** A maximum of one (1) post sign shall be allowed per lot frontage.
4. **Location.** Post signs shall be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; or be placed in any sidewalk or pedestrian walkway.
5. **Other Provisions.**
 - a. Post signs shall be securely anchored into the ground or secured in a portable base designed for such function.
 - b. Post signs shall be maintained in good condition and shall not sag, lie on the ground, be torn, or otherwise kept in a disorderly state.

Figure 43: Post Signs

(6) **Prohibited Signs.** Unless otherwise allowed in this Division, the following signs are expressly prohibited:

- (a) Electronic message boards,
- (b) Outline lighting,
- (c) Pole / pylon signs,
- (d) Monument signs,
- (e) Roof signs,
- (f) Signs with flashing lights,
- (g) Moving, rotating, or animated signs,
- (h) Pennants, streamers, spinners, propellers, balloons, inflatable shapes,
- (i) Snipe signs,
- (j) Box signs,
- (k) Feather signs,
- (l) Billboards / off-premises signs,
- (m) Attention getting devices, and
- (n) Other sign types not explicitly permitted.

(7) **Nonconforming Signs.**

- (a) All permanent signs which are in existence at the time of passage of this Division, but which do not conform to one or more provisions of this Division, shall be deemed to be a legal nonconforming structure and may be continued only as provided in this Section.
- (b) Any sign for which a permit has been lawfully granted prior to the effective date of this or any subsequent amendment of this Division and which does not comply with the provisions of such amendment may nonetheless be completed in accordance with the approved plans, provided erection of the sign is started within ninety (90) days after the passage of the ordinance amendment, and is diligently prosecuted to completion.
- (c) Whenever a nonconforming sign has been discontinued for a period of six (6) consecutive months, or whenever there is evidence of a clear intent on the part of the owner to abandon a nonconforming sign, such sign shall not, after being discontinued or abandoned, be reestablished, and the sign thereafter shall be in conformity with the regulations of this Division.
- (d) Normal maintenance of a nonconforming sign is permitted, including necessary nonstructural repairs and incidental alterations which do not extend or intensify the nonconforming features of the sign.
- (e) No structural alteration, enlargement or extension shall be made to a nonconforming sign, except in the following situations:
 - 1. When the alteration is required by law; and/or
 - 2. When the alteration will actually result in eliminating the nonconforming portion of the structure.

- (f) If a nonconforming sign is damaged or destroyed by any means to the extent of fifty (50) percent or more of its replacement value at that time, the sign shall not be rebuilt or used thereafter except in compliance with the provisions of this Division. In the event the damage or destruction is less than fifty (50) percent of its replacement value, based upon prevailing costs, the sign may then be restored to its original condition at the time of such partial destruction until the nonconforming sign is otherwise abated by the provisions of this Division. In either event, restoration or repair must be started within a period of six (6) months from the date of damage or destruction, and diligently prosecuted to completion.
- (g) Existing temporary signs shall expire at the termination date specified on the permit, but in no case later than six (6) months from the date of passage of this Division. New temporary signs shall be allowed only in conformance with the provisions contained in this Division.
- (h) The Administrative Review Committee shall, after the adoption of this Division, notify each owner of a nonconforming sign of the manner in which such sign is not in compliance with this Division. They shall further notify each owner of a nonconforming sign that such sign must either be brought into compliance with this Division or removed prior to its required abatement date.

36-495. Outdoor Lighting

In addition to the outdoor lighting standards detailed below, all development shall comply with Section 36-484 of the Springfield Zoning Ordinance.

- (1) **Fixture Classification.** All outdoor lighting fixtures shall either have a fixture cutoff classification of "Full Cutoff" or be fully shielded, unless otherwise expressly permitted.
- (2) **LED Fixtures.** All outdoor lighting utilizing a light-emitting diode (LED) fixture shall meet the following standards:
 - (a) **Color Rendering.** Outdoor LED fixtures shall be rated a minimum Color Rendering Index (CRI) value of seventy (70) or higher.
 - (b) **Color Temperature.** Outdoor LED fixtures shall have a correlated color temperature between four thousand (4,000) and five thousand (5,000) degrees Kelvin.

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 06-08-21

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 144

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 98 'Streets, Sidewalks and Public
2 Places,' Article VI 'Improvements,' Division One, 'Generally,' Section
3 98-218, 'Tax bill to constitute lien.'
4 _____
5
6

7 WHEREAS, City Code Section 98-218 provides that special tax bills, for payment
8 of public works constructed, shall be a lien against the property for a time certain, which
9 lien shall end under various circumstances; and
10

11 WHEREAS, the current version of City Code Section 98-218 exists as it does
12 because of prior state legislation, which has been amended since City Council enacted
13 the current version of City Code Section 98-218; and
14

15 WHEREAS, City Council should amend City Code Section 98-218 to provide for
16 liens consistent with state statute and the City Charter.
17

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

21 NOTE: Language to be added is underlined. Language to be removed is
22 ~~stricken~~.
23

24 Section 1 – The Springfield City Code Chapter 98 'Streets, Sidewalks and Public
25 Places,' Article VI 'Improvements,' Division One, 'Generally,' Section 98-218, 'Tax bill to
26 constitute lien,' is hereby amended as follows:
27

28 Sec. 98-218. - Tax bill to constitute lien.
29

30 Every special tax bill issued by the city in payment of public works constructed,
31 shall be a lien against the property therein described from the date of its issuance until
32 such bill, including all interest due thereon, is paid in full. ~~from the date of its issuance,~~
33 ~~which lien shall continue for a period of ten years thereafter, except in the case of~~

34 ~~special tax bills payable in installments, the lien of which shall not expire until one year~~
35 ~~after the date of maturity of the last installment, but if suit is brought on any such tax bill~~
36 ~~within the time limit stated in this section, the lien shall continue until the termination of~~
37 ~~the legal proceedings to collect the bill, including any sale of the property charged.~~
38 Every such special tax bill and lien thereof shall be assignable, and any such tax bill,
39 with the interest therein provided, may be collected by suit by the owner thereof, in the
40 name of such owner, in any court of competent jurisdiction. In the institution of such suit,
41 it shall be sufficient for the plaintiff to plead the making and issuance of the tax bill sued
42 on, giving the date and contents thereof, and assignment thereof, in case of
43 assignment, and alleging that the party made defendant owns or claims to own the land
44 charged or some estate or interest therein, as the case may be.

45
46 Section 2 – This Ordinance shall be in full force and effect from and after
47 passage.

48
49 Passed at meeting: _____

50
51
52 _____
53 Mayor

54
55 Attest: _____, City Clerk

56
57 Filed as Ordinance: _____

58
59 Approved as to form: Duke M. Donald, Assistant City Attorney

60
61 Approved for Council Action: Jacques R. Hays, City Manager
62
63

EXPLANATION TO COUNCIL BILL 2021- 144

FILED: 06-08-21

DEPARTMENT: Environmental Services

PURPOSE: To amend the Springfield City Code, Chapter 98 'Streets, Sidewalks and Public Places,' Article VI 'Improvements,' Division One, 'Generally,' Section 98-218, 'Tax bill to constitute lien.'

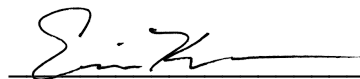
BACKGROUND INFORMATION: The City Charter prohibits remitting, abating, ending, reducing, or lessening special taxes or assessments, including interest or penalties, that appear in special tax bills.

The current version of City Code Section 98-218 ends liens on special tax bills for public improvements at 10 years or one year after date of maturity of special tax bills paid in installments. This is because prior state legislation (RSMo Section 88.812) preempted the City Charter on lien duration. That same state legislation is now amended and no longer preempts the City Charter on lien duration. Removing the termination requirement for liens will allow the City to preserve lien rights until the special tax bill is paid in full.

REMARKS: This change will enhance the flexibility the city has in enforcing the collection of special tax bills for public improvements. Special tax bills create a liability not against a specific individual(s), but against the improved property. The way to collect on the special tax bills is to levy the assessment and record liens that run with the property until the special tax bill is paid in full. There are some special tax bill accounts that, for various reasons, will be in arrears and have balances remaining at the conclusion of 10 years or one year after date of maturity of special tax bills paid in installments. The City may be working with property owners on their satisfying the remainder of the special tax bill but can be hampered in these efforts by current code restrictions on the length of the lien. Without the lien remaining in effect until full payment is received, collection efforts become more difficult and, due to timing restrictions, can require the City to initiate legal action, even when other means of collection might be available.

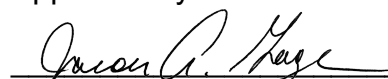
By removing the time restriction and simply allowing the lien to remain in place until the special tax bill is paid in full, the code section will be consistent with City Charter and will allow additional flexibility to address overdue accounts while preserving the City's ability to enforce the lien.

Submitted and recommended by:



Errin Kemper
Director of Environmental Services

Approved by:



Jason Gage
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 06-08-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 145

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the
2 Greater Springfield Area Sports Commission, Inc., for the purpose of
3 promoting the attraction of sporting events to the community.
4 _____
5

6 WHEREAS, the Greater Springfield Area Sports Commission, Inc.,
7 ("Commission") is a non-profit corporation, organized in 1999 for the purpose of
8 enhancing the quality of life and stimulating economic growth in the Springfield area by
9 promoting the City as a host city for quality national and regional sporting events and
10 other ancillary activities; and
11

12 WHEREAS, a portion of the Commission's budget comes from the City's
13 collection fee from the hotel/motel gross receipts tax; and
14

15 WHEREAS, the budgeted portion of the collected hotel/motel gross receipts tax
16 for Fiscal Year 2021-2022 is \$80,171.
17

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

21 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
22 an agreement with the Greater Springfield Area Sports Commission, Inc., said
23 agreement to be substantially in form and content as that document attached hereto
24 and incorporated herein by this reference as "Exhibit A."
25

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

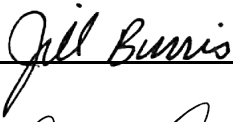
29 Passed at meeting: _____
30

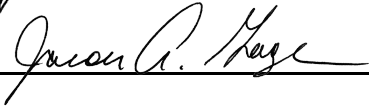
31 _____
32 Mayor
33

34 Attest: _____, City Clerk

35
36
37
38
39
40
41
42

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 145

FILED: 06-08-21

ORIGINATING DEPARTMENT: Finance

PURPOSE: To authorize the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in the amount of \$80,171 to promote the attraction of sporting events to the community.

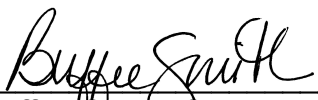
BACKGROUND INFORMATION: The Greater Springfield Area Sports Commission, Inc., ("Commission") is a non-profit corporation organized in 1999 for the purpose of enhancing the quality of life and stimulating economic growth in the Springfield area, by promoting the area as a host city for quality national and regional sporting events and other ancillary activities. A portion of the Sports Commission's budget comes from the City's collection fee from the hotel/motel gross receipts tax. The portion of the City's collection fee budgeted for the Sports Commission in Fiscal Year 2020-2021 was \$43,940, and the amount budgeted for Fiscal Year 2021-2022 is \$80,171.

Entering into an agreement will continue the funding of the Commission from a share of the City's collection fee from the hotel/motel gross receipts tax.

REMARKS: The Board of Directors consists of ten perpetual members representing the City, Park Board, City Utilities, Convention & Visitors Bureau, Chamber of Commerce, Springfield R-12 School District, Missouri State University, Drury University, Evangel University and the Greene County Agricultural and Mechanical Society of Springfield, Missouri (Ozark Empire Fair), and other directors as elected.

No significant revisions have been made in this year's contract which is similar to the current agreement. The Springfield Convention & Visitors Bureau manages and provides administrative support for the Commission.

Submitted by:


Buffee Smith, Contract Administrator

Recommended by:


David Holtmann, Director of Finance

Approved by:


Jason Gage, City Manager

Exhibit A

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 July 1, 2021	TERMINATION DATE June 30, 2022	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 N. Boonville Ave, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1625 Attn: David Holtmann, Director of Finance		Greater Springfield Area Sports Commission, Inc. 815 E. St. Louis Street, Suite 100 Springfield, MO 65806 Phone: (417) 881-5300 Attn: Tracy Kimberlin	

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Greater Springfield Area Sports Commission, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote sports and sporting events within the Greater Springfield Missouri area in accordance with the Scope of Services attached as Exhibit 1, and

WHEREAS, the City desires to retain the services of the Contractor to promote sports and sporting events in the City by providing to Contractor an annual sum equal to a designated share of collection fees of the City from Hotel and Motel gross receipts tax collected by the City under Article V of Chapter 70 of the Springfield City Code.

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

- TERM.** The term of this Agreement shall be from July 1, 2021, to June 30, 2022, subject to any changes to which both parties may subsequently assent in writing.
- SCOPE OF SERVICES.** The City will engage the services of the Contractor to establish and perform services which are more particularly described in *Exhibit 1* and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities described in *Exhibit 1*.
- AGREEMENT ADMINISTRATION.** The City designates the City Manager (or their designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the President of the Greater Springfield Area Sports Commission, Inc. (or their designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

- FURNISHING INFORMATION.** All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. **COPYRIGHTS.** The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. **REPORTS.** Reports to the City will be made as follows:

A. **Annual Reports:** The Contractor shall submit an administrative progress report to the City, on an annual basis, which describes the work performed during the fiscal year. This report shall be submitted within sixty (60) days of the termination of this contract. This report shall be a synopsis and evaluation of the activity undertaken.

B. **Other Reports:** The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. **PERSONNEL.** The Contractor will secure such personnel as are authorized in its board-approved budget. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. **KEY PERSONNEL AND PROGRAM ORGANIZATION.** The Contractor will perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. **COMMENCEMENT OF WORK.** Services of the Contractor shall commence on July 1, 2021 and shall be completed in a timely manner.

10. **PAYMENT.** Payments from the City to the Contractor for services under this Agreement will be made monthly by the City by check solely from City collection fees on hotel/motel gross receipts tax collections under Article V, Chapter 70 of the Springfield City Code received by the City with Contractor's share thereof to be as follows: One-Half of the City's collection fees on the Two and One-Half Cent (2.5 cents) hotel/motel gross receipts tax increase passed by voters in 1998 and One-Twelfth of the City's collection fees on the One Half-Cent (.5 cents) hotel/motel gross receipts tax increase passed by voters in 2004, said collection fees as set forth in Section 70-287 of the Springfield City Code.

11. **TERMINATION.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor shall cease all work and all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Contractor for City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor.

12. **CITY - CONFLICT OF INTEREST.** No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement which is in violation of Section 19.16 of the Springfield City Charter. A violation of this provision renders the Agreement void. No applicable federal regulations or applicable provisions in RSMo. Section 105.450 et seq. shall be violated.

13. **RIGHT OF AUDIT.**

A. **Contractor's Books and Records:** The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at its own expense, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate

of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. **DISCRIMINATION.** 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.S(a) and 41 C.F.R. § 60-741.S(a), if applicable.

A. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.S(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.S(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.

15. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. **INDEMNIFICATION AND LIABILITY.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise, shall be greater in amount than the total reimbursement under Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. **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.

18. **APPLICABLE LAWS.** The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. **JURISDICTION.** The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. **NOTICES.** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City at 840 Boonville, Springfield, Missouri 65802, and the Contractor at 815 E. St. Louis, Street, Suite 100, Springfield, Missouri 65806-4048. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

21. **ENTIRE AGREEMENT.** This agreement, including any attachments or exhibits, 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. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. **CONTINGENCIES.** This Agreement is contingent upon the Contractor maintaining its not-for-profit corporation status and maintaining a board of directors and status as follows:

A. A not-for-profit corporation as defined by the Internal Revenue Code in Section 501 (c) (6).

B. The Board of Directors shall include ten (10) perpetual members, one of each of whom shall be selected by the following organizations: City of Springfield, Missouri; Springfield/Greene County Park Board; Springfield Convention and Visitors Bureau; Springfield Area Chamber of Commerce; Springfield R-12 School District; Missouri State University; Drury University; The Greene County Agricultural and Mechanical Society of Springfield, Missouri (Ozark Empire Fair); City Utilities; and Evangel University. The at-large members of the Board will be elected by a simple majority of the perpetual members. At large directors may be elected for successive terms. Perpetual members shall serve until their resignation or replacement by their sponsoring organization. All officers shall be elected by majority vote for one (1) year terms.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or designee

GREATER SPRINGFIELD AREA SPORTS COMMISSION, INC.

By: _____

Name & Title: _____

Attest:

Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee

Exhibit 1

Scope of Services Greater Springfield Area Sports Commission, Inc.

The Greater Springfield Area Sports Commission, Inc. is managed by the Springfield Convention & Visitors Bureau, Inc. and works with the Bureau to increase economic activity in the City of Springfield by attracting national and regional sporting events. Specific objectives and action plans for the Bureau and Sports Commission to attract national and regional sporting events can be found in the Bureau's 2021-2022 Marketing Plan.

General services to be performed by the Greater Springfield Area Sports Commission, Inc. shall include:

- Marketing the Springfield area to national and regional sporting event planners as a host city for such events.
- Working with sporting event planners to secure local venues for their events.
- Negotiating sleeping room rates and room blocks for event planners.
- Acting as a clearing house for scheduling of sporting events.
- Assisting local organizations by acting as sponsor for new and existing sporting events.
- Assisting local groups in the recruitment and organization of volunteers to staff national and regional sporting events.
- Hosting an annual awards banquet recognizing area high school athletes and teams.

One-rdg. _____
P. Hrings. _____
Pgs. 45 _____
Filed: 06-08-21 _____

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-146

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the
2 Springfield Convention and Visitors Bureau, Inc., for the purpose of
3 promoting travel and tourism within the City of Springfield.
4 _____
5

6 WHEREAS, the Springfield Convention and Visitors Bureau, Inc., ("SCVB")
7 contracts annually with the City to promote economic growth by generating incremental
8 overnight travel; and
9

10 WHEREAS, SCVB receives half of the five percent hotel/motel gross receipts
11 tax, said tax being authorized by Article V of Chapter 70 of the Springfield City Code,
12 less a six percent collection fee retained by the City; and
13

14 WHEREAS, these funds are dispersed to SCVB in exchange for their marketing
15 of the City as a desirable destination for travel and tourism.
16

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

20 Section 1 – The City Manager, or his designee, on behalf of the City of
21 Springfield, Missouri, is hereby authorized to enter into an agreement with the
22 Springfield Convention and Visitors Bureau, Inc., said agreement to be substantially in
23 the same form and content as that document attached hereto and incorporated herein
24 by this reference as "Exhibit A."
25

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

29 Passed at meeting: _____
30
31

32 Mayor
33

34 Attest: _____, City Clerk

35
36 Filed as Ordinance: _____

37
38
39 Approved as to form: *Jill Burris*, Assistant City Attorney

40
41
42 Approved for Council action: *Jason A. Hays*, City Manager

EXPLANATION TO COUNCIL BILL 2021- 146

FILED: 06-08-21

ORIGINATING DEPARTMENT: Finance

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Convention & Visitors Bureau, Inc., for the purpose of promoting travel and tourism within the City of Springfield.

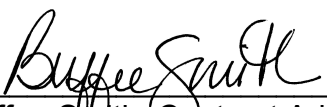
BACKGROUND INFORMATION: The Springfield Convention & Visitors Bureau, Inc., ("SCVB") contracts annually with the City to generate economic impact within the City by promoting attractions and increasing overnight travel. Attachments to the Ordinance include the Marketing Plan ("Exhibit 1") and SCVB's Proposed Budget ("Exhibit 2") for Fiscal Year 2021-2022.

SCVB will receive half of the five percent hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code, less a six percent collection fee retained by the City, in exchange for marketing the City as a destination for travel and tourism as outlined in SCVB's Marketing Plan.

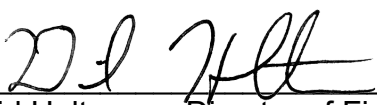
The SCVB's total Fiscal Year 2021-2022 budget is \$4,591,300, of which \$2,431,000 is budgeted to come from the hotel/motel gross receipts tax; \$551,300 from the private sector for advertising; \$471,000 from the Division of Tourism through a Cooperative Marketing Program; \$238,000 from a forgivable Payroll Protection Plan loan; and \$900,000 from the SCVB's fund balance.

REMARKS: The Bureau's 15-member board includes a Deputy City Manager and nine individuals appointed by the Mayor and confirmed by City Council. The Board has approved both the Fiscal Year 2021-2022 Budget and Marketing Plan.

Submitted by:


Buffee Smith, Contract Administrator

Recommended by:


David Holtmann, Director of Finance

Approved by:

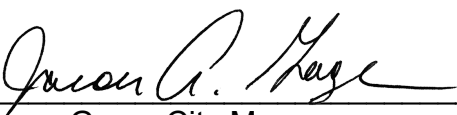

Jason Gage, City Manager

Exhibit A

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 July 1, 2021	TERMINATION DATE June 30, 2022	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 N. Boonville Ave, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1625 Attn: David Holtmann, Director of Finance		Springfield Convention & Visitors Bureau, Inc. 815 E. St. Louis Street, Suite 100 Springfield, MO 65806 Phone: (417) 881-5300 Attn: Tracy Kimberlin	

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Springfield Convention & Visitors Bureau, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote tourism and conventions in the City in accordance with the Contractor's marketing plan for 2021-2022 and budget recommendations at a cost not to exceed the amount generated and collected by the license fee and gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code, and any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax, for the corresponding period of the term of this Agreement, and

WHEREAS, the City desires to retain the services of the Contractor to promote tourism and conventions in the City.

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

1. TERM. The term of this Agreement shall be from July 1, 2021, to June 30, 2022, subject to any changes to which both parties may subsequently assent in writing.

2. SCOPE OF SERVICES. The City will engage the services of the Contractor to establish and perform services which are more particularly described in the Contractor's proposal, attached hereto as **Exhibit 1** and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities listed in **Exhibit 1**.

3. AGREEMENT ADMINISTRATION. The City designates the City Manager (or his designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the President of Contractor (or his designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. FURNISHING INFORMATION. All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor

in connection with this Agreement.

5. COPYRIGHTS. The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. Quarterly Reports: The Contractor shall submit an administrative progress report to the City, on a quarterly basis, which describes the work performed during the quarter. This report shall be submitted no later than sixty (60) days following the end of each quarter. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. The Contractor will secure such personnel as are authorized in its City Council-approved budget. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor will perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence on July 1, 2021; and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made as follows:

A. Invoices for expenditures under the approved budget will be paid through the City's weekly accounts payable system. Accounts payable transaction forms received per the City's processing schedule will be processed, and checks will be written to the appropriate vendors by the City of Springfield's Finance Department.

B. 1) A payroll bank account will be maintained containing approximately \$65,000 for the purpose of writing net payroll checks to employees and reimbursing the Contractor for the payment of employees' deduction items (employee taxes, insurance, and additional benefits). The fund will be replenished as necessary, on a weekly basis through the City's accounts payable.

C. 2) An additional bank account will be separately maintained to allow for payment of expenses on short notice. The account limit will not exceed \$10,000 at any time and the necessary account limit will be set monthly in advance by Finance and the Contractor. The fund will be replenished on a weekly basis through City accounts payable.

D. Each accounts payable form must be coded and signed by the Contractor's designated representative verifying that the services covered are for work actually performed or services rendered by third parties to the Contractor for matters covered under this Agreement. The City will compensate the Contractor only for actual costs incurred in the performance of this Agreement, the fixed costs and the special projects amounts as stipulated in the City Council's approved budget (**Exhibit 2**).

E. It is expressly understood that in no event will the total reimbursement under the terms of this Agreement exceed the amount generated and collected by the gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code for the corresponding period of the term of this Agreement, and any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax, unless an increase is specifically and mutually agreed to in writing by both parties.

F. Notwithstanding any other provision of this Agreement, in no event shall the City be required to make payments in excess of the funds derived from the gross receipts tax received by the City, and appropriated by the City Council. Nor shall the City be required to make any payment, so long as the revenues derived from the gross receipts tax do not equal or exceed the payment currently due plus any previous payments, except for return of any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax.

G. The City shall allow expenditures by the Contractor for those numbered items and in those amounts specified on the

Proposed Budget attached hereto as **Exhibit 2**. Revisions to this budget shall be handled as follows: (1) Budget changes within budget categories may be authorized by the Contractor's designated representative; (2) Budget changes between budget categories require the written approval of the City Manager; (3) Budget changes that would increase the total budget must be authorized by the City Council.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor and its subcontractors shall cease all work on the project and all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor or City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project or on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor. Contractor shall insert similar cancellation provisions in all of its contracts except for lease of space.

12. CITY - CONFLICT OF INTEREST. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement which is in violation of Section 19.16 of the Springfield City Charter. A violation of this provision renders the Agreement void. Any federal regulations, and applicable provisions in RSMo. Section 105.450 et seq. shall not be violated.

13. RIGHT OF AUDIT

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at its own expense, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. DISCRIMINATION. 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.S(a), if applicable.

A. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.S(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.S(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.

15. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise shall be greater in amount than the weekly payroll reimbursement amount described in Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. 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.

18. APPLICABLE LAWS. The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. JURISDICTION. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. NOTICES. All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City at 840 Boonville, Springfield, Missouri 65802, and the Contractor at the Springfield Convention & Visitors Bureau, 815 East St. Louis, Suite 100, Springfield, Missouri 65806. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

21. ENTIRE AGREEMENT. This agreement, including any attachments or exhibits, 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. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. 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.

23. CONTINGENCIES. This Agreement is contingent upon the Contractor maintaining a not-for-profit corporation as follows:

A. A not-for-profit corporation as defined by the Internal Revenue Code in Section 501 (c) (6).

B. There shall be thirteen voting members of the Board of Directors. Residency within the City of Springfield shall not be required, although residency within Greene, Christian or Webster Counties is required. The ex-officio members of the Board of Directors shall be the Chairman, or his/her designee, and the Chairman Elect, or his/her designee, of the Springfield Area Chamber of Commerce, an appointee by the City Manager, and the immediate past president of the corporation. If someone other than the Chairman or Chairman Elect of the Springfield Area Chamber of Commerce is designated to serve on the Board of Directors of the Springfield Convention & Visitors Bureau, the designee must be a current member of the Chamber of Commerce Board of Directors. The President of the Chamber of Commerce and the President of the Springfield Hotel-Motel Association shall serve on the Board of the Springfield Convention & Visitors Bureau as ex-officio members, without vote. The composition of the Board of Directors shall consist of four ex-officio voting members, two ex-officio non-voting members, as set forth above, and nine voting members appointed by the Mayor of the City and confirmed by the City Council as set forth in the Bylaws of the Convention & Visitors Bureau. The City shall forward to the Contractor nominees for vacancies on the Board of Directors, which nominees shall be made by the Mayor of the City and confirmed by the City Council. Nominees from the City will be made in such a manner as to include at least three representatives from the hospitality industry on the Board of Directors at all times. In consideration of the mutual covenants

set forth herein, the Contractor agrees to accept such nominees to its Board of Directors.

c. Contractor agrees, if permitted by law, to insert in its bylaws a provision to not compete with the Chamber of Commerce by providing that the Contractor will not compete with the Chamber in advertising sales for support of publications by restricting its advertising sales for support of publications relating to the tour and travel industry. Contractor hereby covenants with the City that it will not engage in prohibited practices, as described above.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or designee

SPRINGFIELD CONVENTION & VISITORS BUREAU, INC.

By: _____

Name & Title: _____

Attest:

Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee



Exhibit 1

2021/2022 Marketing Plan

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About the Convention & Visitors Bureau

The Bureau Is...

- A non-profit 501 (c) 6 organization
- Committed to promoting and elevating Springfield's status for conventions, meetings, tour groups, sporting events and leisure travel
- Directed by a volunteer board comprised of 14 civic and business leaders
- Supported by a full-time staff of 18, part-time staff of one and nearly 25 volunteers

History

The Springfield Convention & Visitors Bureau was formed in 1979 as the Chamber of Commerce's hospitality arm. The Bureau was incorporated independently as a not-for-profit corporation under the State of Missouri laws in 1989. The CVB is a marketing and service organization that contracts annually with the City of Springfield to promote economic development through travel and tourism.

Mission Statement

The Springfield Convention & Visitors Bureau is dedicated to improving the economic vitality and livability of our community by encouraging the development and growth of the region's visitor and hospitality industry through marketing and advocacy.

Vision Statement

Springfield will be a universally recognized destination, welcoming people to visit, explore, and experience the quality of life we enjoy every day.

Brand Promise

As the heart and soul of the Ozarks, our true nature is to help people celebrate friends, family, and all of life's simple pleasures.

Core Values

The CVB promotes being collaborative, visionary, loyal, and inclusive in all we do. We uphold integrity as we operate with a sense of trust and accountability.

CVB Contact Information

www.SpringfieldMO.org
(800) 678-8767; (417) 881-5300
(417) 881-2231 – fax

Route 66 Springfield Visitor Center - 815 E. St. Louis Street Springfield, Missouri 65806
Airport Information Center - Springfield-Branson National Airport, Springfield, Missouri

CVB Staff Members

Administration

Tracy Kimberlin, CDME, President/CEO
Tonia Castaneda, Director of Finance/Human Resources
Pamela Girardot, Administrative Marketing Assistant
Shelly Grauberger, Visitor Services Manager
Jennifer Holt, Executive Assistant
Barbara Bartels, Visitor Center Associate

Marketing

Megan Buchbinder, Director of Marketing
Steve Ross, Assistant Director of Marketing
Susan Wade, Public Relations Manager
Madison Yohn, Content Coordinator
Jane Rips, Partner Development Manager
Erin Carleton, Digital Marketing Specialist

Group Sales

Dana Maugans, CDME, Director of Sales
Melissa Evans, CHSE, Sales Manager
Lisa Perez, CMP, Sales Manager
Lance Kettering, CSEE, Sports Sales Manager & Executive Director, Springfield Sports Commission
Carrie Chavez, Event Services Manager
Lori Casey, CTIS, Sales and Group Tour Coordinator
Katie Johnson, Assistant Director/Membership Development, Springfield Sports Commission

CVB Board of Directors

Executive Committee

Amy Austin, Chair - SVN/Rankin Company
Bill Hobbs, Vice-Chair - Elliott Lodging
Stephanie Hein, Past Chair - Missouri State University
Joe Wadkins, Treasurer - DoubleTree by Hilton Springfield
Martina Sally, Assistant Treasurer - MSRG Real Estate Group

Board Members

Brad Beattie, Springfield Cardinals
Bob Belote - Springfield-Greene County Park Board
Missy Handyside, Oasis Hotel & Convention Center
Laura Head Elliott - Bass Pro Hospitality
Matt Morrow - Springfield Area Chamber of Commerce
Mary Kromrey - Ozark Greenways
John Oke-Thomas - Oke-Thomas & Associates, Inc.
Zackary Oxley - Hotel Vandivort
Collin Quigley - City of Springfield

Executive Summary

The objectives and action plans that follow illustrate planned marketing activities for the 2021/2022 fiscal year. This is by no means a complete list of CVB activities and does not address administrative or many day-to-day responsibilities of CVB staff.

Although not included in this document, various marketing plan statistics and other information used to help determine marketing efforts are updated continuously and are available upon request.

New and/or major projects included or planned for the 2021/2022 fiscal year are listed below.

- The staff worked closely with industry partners to develop an effective marketing program for group business and leisure travel to stimulate room demand as much as possible following the coronavirus pandemic.
- Eligibility for stimulus programs through the American Recovery Plan Act will be determined and if eligible, the CVB board will apply. If possible, the CVB will partner with the city and/or county to use a portion of the Coronavirus Fiscal Recovery Funds or Economic Development Agency Grants to help fund capital investment in an indoor sports facility.
- Staff will continue pursuing advertising sales and sponsorships to increase private revenue to fund marketing programs. Advertising opportunities will include print publications, website, social media, digital marketing and displays at the Route 66 Springfield Visitor Center, Springfield Expo Center, and other area attractions.
- Advertising efforts will again encourage partnerships with the local travel industry and the Missouri Division of Tourism's Marketing Matching Grants program to leverage the CVB's advertising dollars.
- The CVB will continue to invest financial and staff resources into producing branded marketing campaigns for the leisure, convention, and sports markets in partnership with advertising agencies Madden Media, Osborn Barr and Revel Advertising.
- Continued efforts will be made to include more diversity in CVB marketing materials and within the staff and board. This includes recruiting diverse applicants, hiring more diverse models for photo/video shoots, and conducting ongoing staff sensitivity and diversity training.
- Consumer advertising partnerships with Bass Pro Shops® Outdoor World®, Wonders of Wildlife, Springfield Cardinals, the Missouri Division of Tourism, and others will be continued and expanded. An area partnership with Bass Pro/WOW, Herschend Family Entertainment, and the Branson CVB will be developed and expanded under the umbrella of the Ozark Mountains.
- With the anticipated expansion of the Bass Pro Shops "Granddaddy" complex, staff will work with Bass Pro Shops, Wonders of Wildlife and other hospitality representatives to develop a series of public relations, marketing and promotional opportunities to target interest in the facility from media, tour operators, meeting planners and leisure visitors. Additionally, the sales department will solicit outdoor writer groups and invite other meeting planners on familiarization tours in conjunction with the opening of new facilities.

- The use of online advertising, streaming video and audio content, social networking sites (Twitter, Facebook, Instagram, LinkedIn, etc.) and other websites, such as TripAdvisor and Expedia, will be utilized to enhance the CVB's online presence and increase awareness of Springfield as a travel destination.
- Local, regional, and national public relations will continue as a high priority to supplement the CVB's advertising efforts. These efforts will be complemented with familiarization tours with travel writers, bloggers, and other media as needed.
- Other public relations efforts will include conducting press conferences to announce the booking of major conventions and events and using CISION public relations software to the fullest extent by providing press release distribution, maintaining media contacts, and monitoring clippings.
- The CVB will build on the local popularity of the recent branding efforts by using logos and other creative assets on apparel and other items internally and in partnership with third-party outlets.
- CVB staff will inform the local legislative delegation of tourism issues and work with them, the Missouri Association of Convention & Visitor Bureaus and the Missouri Travel Alliance to increase the budget of the Missouri Division of Tourism, protect funding for the Cooperative Marketing Program and lobby for other travel and tourism initiatives.
- If efforts to pass state enabling legislation that would allow Springfield to ask voters to increase the hotel tax from 5.0 percent to up to 7.5 percent are not successful in FY21, efforts will continue in FY22.
- Tourism attractions and businesses in Greene, Christian, and Polk counties will continue to be included in CVB marketing efforts and fulfillment materials as required by the Cooperative Marketing Program countywide designation.
- The CVB's Annual Salute to Travel & Tourism Awards Banquet will be continued in 2022 with a focus on the travel industry and CVB marketing efforts.
- Market research efforts have increased over the past several years and will continue to guide the CVB's marketing efforts. Most research is conducted online or through focus groups.
- The CVB will subscribe to the STR Reports from Smith Travel Research and AirDNA reports to assess Springfield's overnight travel performance.
- Other convention sales efforts include providing financial incentives for major groups to influence their decisions to convene in Springfield, continuing an incentive plan for new convention and sports bookings, increasing trade journal advertising to promote Springfield, subscribing to online meeting and sporting event planner databases and attending and sponsoring meeting and convention industry trade shows.
- The CVB will work with hotel partners to develop and execute a local convention cooperative marketing campaign targeting meeting planners.

- Continued emphasis will be placed on attracting amateur sporting events to the city. The CVB will manage and work closely with the Greater Springfield Area Sports Commission to attract events to Springfield and develop “owned” events to attract out-of-town teams. The CVB’s sports sales manager also serves as executive director for the Sports Commission.
- The CVB, Sports Commission, and the Springfield-Greene County Park Board will partner to implement the recommendations of the Huddle Up Group, including the recommendation for a new tournament-grade, multi-purpose, indoor sports facility. A feasibility study will be conducted on converting the Expo Center to a multi-purpose facility with an emphasis on indoor sporting events.
- The CVB will continue to advocate for the development of a convention complex. Possible locations include the lot adjacent to the Expo Center and Jordan Valley Car Park and the Bass Pro complex.
- As an outcome of a June 2021 board retreat, an interim strategic plan for 2022 through 2023 will be developed by the staff and board.
- Staff will work with city staff and the City Council to determine when a change in the definition of what facilities must collect the hotel tax can be brought before voters. Short-term rentals are currently not required to collect and pay the hotel tax.
- The CVB will work in partnership with the board of directors to develop a system for managing advocacy-related issues such as major local news stories or local issues that could help or damage CVB efforts to increase overnight travel.
- The CVB will continue to operate a visitor information center at the Springfield-Branson National Airport and the Route 66 Springfield Visitor Center in the Jordan Valley Car Park. The center will continue to be themed “Route 66” and will be updated to include interactive displays and other improvements. The CVB will also look at other possible locations for additional visitor intercept points, such as Bass Pro Shops.
- The CVB will maintain accreditation through Destinations International’s Accreditation Program. In addition, all staff will be encouraged or required to obtain certification in their field of expertise.
- The CVB will continue to invest in technology by continuing to use the Simpleview CRM and CMS platforms, replacing equipment on a rotating basis, and utilizing industry-specific marketing and administrative software where appropriate.
- Other marketing programs and projects may also be developed during the course of the year as opportunities arise. These programs and projects will be addressed in Quarterly Reports.

Marketing

Branding

In FY15, the CVB conducted a comprehensive branding effort. The purpose of that effort was to craft a compelling new identity for the city of Springfield that establishes a distinctive and relevant brand personality, articulates a compelling and sustainable value proposition for visitors, and serves as a powerful filter for all investment, operational and marketing decisions for the CVB for years to come.

As a result of the branding development process, a positioning statement was created to act as a differentiator between Springfield and other travel destinations.

Positioning Statement:

For those who embrace the virtues of a life well-lived, Springfield, Missouri is the pulse of the Ozarks; a thriving, regional hub for commerce and culture that celebrates hard work, freedom, and homegrown values.

Brand Architecture:

Brand Essence	Brand Values	Brand Promise	Brand Experience	Brand Voice
Life's Simple Pleasures	Genuine	As the heart and soul of the Ozarks, our true nature is to help people celebrate friends, family, and all of Life's Simple Pleasures.	Pulse of the Ozarks	Honest
	Hardworking		Gateway to the Great Outdoors	Thoughtful
	Traditional		Classic Americana	Casual
	Family-Friendly		Homegrown Innovation	Warm
	Natural			Virtuous



The logo that was developed in 2015 and released in 2016 will continue to be used in all CVB marketing efforts. All marketing pieces, including all advertisements, have been transitioned to the new brand messaging, logo, and color palette.

Public Relations

Objective A:

Generate at least 225 regional, national and international media placements featuring Springfield as a travel destination with an ad value equivalency of at least \$400,000 and 40,000,000 impressions.

- Maintain an online media center that includes information for local, regional, and national media.
- Organize and expand the photo and video library for use on the website, by journalists, and in collateral materials.
- Maintain a press pass to allow free access and discounts to local attractions and events to be given to media for press visits and familiarization tours.
- Distribute news releases and calendar of events and pitch stories to keep media informed of developments and events in the area.
- Host site visits for at least 15 qualified journalists to generate articles and awareness of the Springfield area as a travel and convention destination.
- Conduct travel writer familiarization tours with organizations such as the Association of Great Lakes Outdoor Writers, North American Travel Writers Association, etc.
- Increase the Missouri Division of Tourism and its advertising/public relations agency's knowledge of the Springfield area by hosting a familiarization tour for key staff. CVB staff will also be encouraged to become more involved with the division by serving on committees, engaging their peers on the division staff, and participating in division functions.
- Partner with the Branson Convention & Visitors Bureau to identify opportunities to collaborate, including story pitches, hosting a familiarization tour for travel media, etc.
- Participate in appropriate travel journalist associations and attend conferences to establish relationships with journalists with the intent of generating regional and national articles about Springfield.

Objective B:

Work with the public relations staff at Bass Pro Shops and Wonders of Wildlife to develop a series of campaigns to generate interest in the facility from media.

- Identify media and related associations that would be interested in Springfield's outdoor destination assets and become members of the associations, as appropriate.
- Work with the convention sales department to identify outdoor and travel media conferences that could meet in Springfield and assist with the proposal by offering pre/post familiarization tours, story ideas, etc.
- Attend media trade shows or have a representative attend on our behalf to pitch stories about the complex.

Objective C:

Maintain a local advocacy plan to increase awareness of the CVB and its impact on the community.

- Host the Annual Salute to Travel & Tourism Awards Banquet with travel and tourism as the primary focus of the event. The event will highlight tourism statistics, key events booked/hosted, CVB major projects, etc.
- Produce and edit content for CVB News, a monthly newsletter-style blog distributed to local media, the travel industry, and other interested parties via email.
- Seek opportunities to speak to local media to promote awareness of the CVB and tourism in Springfield.

- Increase efforts to inform the area travel industry, media, and state/local officials and their staff on the CVB's role in developing travel and tourism in Springfield and about planned marketing efforts.
- Meet with local public relations professionals to collaborate on local positive messaging strategies.
- Work with CVB sales staff to provide support and services for conventions and events by assisting with press releases, media lists, and other public relations needs.
- Conduct press conferences when select conventions and sporting events are booked, or major advertising campaigns are initiated.
- Increase local promotion of the CVB and travel industry during National Travel & Tourism Week and Meetings Industry Day.
- Work with local colleges and universities to promote the CVB website, coupons, and Visitors Guide.

Objective D:

Support travel industry efforts to increase the budget of the Missouri Division of Tourism in order to provide more promotion of Missouri and protect the Cooperative Marketing Program.

- Maintain a legislative plan to educate new and existing legislators of the impact of tourism and other key industry issues and assist constituents in contacting legislators to inform them of pertinent issues.
- Increase communication with legislators while they are in Springfield.
- Monitor changes in the state legislature that could affect issues affecting tourism, including the Missouri Division of Tourism funding, and respond appropriately.
- Work with the Missouri Association of Convention & Visitor Bureaus, Missouri Travel Alliance and the Missouri Hotel Lodging Association to develop a strategy for increasing the FY23 budget.
- Arrange a meeting in early December and prior to the start of the legislative session with the area legislative delegation to communicate the legislative strategy.
- Communicate the strategy to the Salute to Missouri Legislators coalition and incorporate it into legislative priorities.
- Participate in the planning and execution of the Salute to Missouri Legislators.
- Participate in legislative activities offered by other organizations such as the Chamber's Legislative Breakfasts and Capitol Day for Tourism with Missouri Travel Alliance and strongly encourage board members and other constituents to attend.
- Conduct legislative visits in Jefferson City as appropriate to the legislative strategy and the current legislative climate.

Objective E:

Continue efforts to increase city and county government understanding of what the CVB is and does and why it is important.

- Conduct CVB orientations for new city council members, county commissioners, and appropriate city and county leadership.
- Develop a printed leave-behind piece explaining what the CVB does and why it is important.
- Conduct regular meetings with appropriate city and county staff on CVB activities and priorities.
- Encourage the use of CVB staff as an expert resource in all matters pertaining to the travel industry.
- Present an annual "State of the Industry" press event to inform the community about key priorities of the travel industry, recent successes, and how they can assist in the future development of tourism resources. This should happen during National Travel & Tourism Week.

Objective F:

Build awareness of the CVB mission and activities and advocate for tourism developments through increased involvement and membership in appropriate organizations and on local boards or committees.

- Continue to advocate for the development of a convention complex and an indoor sports facility.
- Continue participating in discussions regarding the reallocation of the hotel tax previously provided to Wonders of Wildlife.
- Attend meetings with the city, county, Chamber of Commerce, Minorities in Business, and other local organizations to seek partnership opportunities and advocate for tourism-related developments and policies.

Objective G:

Manage major local news stories or local issues that could help or damage CVB efforts to increase overnight travel.

- Work with the board of directors to determine how aggressive the CVB should be in managing major local news stories or local issues and the CVB's position on each issue.
- Where appropriate, encourage the city, chamber, and county public information/public relations offices to assist.
- Measure negative publicity in terms of ad value and adjust paid advertising as needed.
- Review the Crisis Communications plan annually with staff.

Collateral Production/Advertising Sales

The Marketing Department is responsible for the production of all CVB collateral materials for the purpose of informing potential visitors about Springfield and creating revenue to be used to generate inquiries and visitors.

Objective A:

Produce collateral materials for the purposes of informing potential visitors about Springfield and generate at least \$200,000 in revenue. Produce the following collateral pieces:

- 2022 Springfield Guide (approx. 100k quantity) by December 1, 2021. The 2022 guide will continue to be designed as an 8.5" x 11" magazine-style book. The guide will include listing grids, display ads, editorial, and coupons for attractions, restaurants, retail, and lodging facilities. In an effort to be more of an all-encompassing guide to Springfield, content themes will be expanded to include other types of businesses within Springfield that might appeal to local and regional audiences. The guide will be distributed by mail to visitor inquiries, in local and state information centers, local businesses, and convention/event attendees.
- Guide inserts are available for partners to purchase and are included with the mailing of the guide to visitors who inquire.
- The 2022 Ozarks Tap & Pour Craft Beverage Tour promoting the region's breweries, wineries, and distilleries. This program is available online but will include a tagalong printed promotional piece that will be made available in area food and drink establishments and other retail locations. This piece will include the stops on the tour and various advertisers. The tour will still need to be completed digitally using a smartphone to check-in at participating locations.

Objective B:

Generate at least \$100,000 in revenue through the CVB website and other advertising sales.

- Obtain advertising commitments for website enhanced listings, links, coupons and sponsored content.
- Obtain advertising commitments for social media and email marketing content.

- Obtain commitments for advertising displays in the Route 66 Springfield Visitor Center and partner attractions such as the Springfield Expo Center, Jordan Valley Ice Park, Ozark Empire Fairgrounds, and other locations as needed.
- Pursue new private funding sources and sponsorships with the goal of becoming less dependent on the lodging tax.

Objective C:

Produce promotional materials for the purpose of informing local residents, business owners, and government agencies about what the Springfield CVB is and does for the Springfield community.

Produce the following promotional pieces in-house:

- Produce the “2021 Tourism by the Numbers” (400 quantity) by February 1, 2022. This piece is designed to highlight results from the previous year’s marketing and sales efforts and is produced for distribution at the CVB’s annual banquet in February 2022.
- Produce the 2022 Annual Banquet Invitations (750 quantity) by January 2022.
- Continue to partner with local businesses and agencies to collaborate on marketing efforts to the local and regional community on the resources available at the CVB and how they can be utilized.
- Develop a digital campaign to reach local constituents and keep them informed of advertising opportunities, groups coming to the city, and other pertinent information.

Objective D:

Conduct an annual internal Brand Audit to ensure brand standards are met across the CVB’s marketing mix.

- Review all print, digital, and broadcast marketing materials to ensure logo usage, color palette, and font treatments are consistent.
- Review marketing content to ensure alignment with the organization’s mission, vision, and standards of diversity and inclusion.
- Update the Brand Style Guide document as appropriate to meet changing demands for new promotional materials.

Regionalism & Partnership

Objective A:

Develop relationships with area and state travel industry peers to explore partnership opportunities.

- Meet regularly with staff from the Branson/Lakes Area Convention & Visitors Bureau and other area chambers of commerce and convention and visitor bureaus to investigate research, marketing, and other partnership opportunities and implement as appropriate.
- Attend the Governor’s Conference on Tourism and Missouri Association of Convention & Visitors Bureau’s annual conference and other industry events, as appropriate, to network with and learn from industry peers.

Objective B:

Encourage attraction and destination marketing organization partnerships.

- Work with the Branson CVB and private partners to market the area under the umbrella of the Ozark Mountains.
- Determine initial partners and levels of investment.
- Craft and create a branded campaign for late summer and fall promoting tourism in the Ozark Mountains and featuring partnership members.
- Plan and determine funding for a 2022 campaign in the spring or early summer.
- Identify additional partners if appropriate.

Market Research

Market Research is developed through ongoing programs, including zip code analysis generated from direct inquiries. The CVB also contracts with research firms to conduct specific market research projects. In addition, research conducted by the Missouri Division of Tourism and others is used in the development of the CVB's marketing strategy.

Objective A:

Continue to refine and improve all research efforts.

- Continue to contract with a market research consultant to review existing primary and secondary research and recommend additions and revisions.
- Conduct a Brand Effectiveness Study for the 2020/21 advertising campaign.
- Utilize traveler intelligence software data to make informed decisions on marketing and media placements.
- Implement a research dashboard on our website to showcase the latest research findings for the CVB's partners to access.
- Utilize travel research libraries available through Destinations International, USTA, Travel & Tourism Research Association, Missouri Division of Tourism, Missouri Association of CVBs, and others to supplement CVB research.
- Utilize the Event Impact Calculator from Destinations International to track and determine the estimated economic impact of groups meeting in Springfield.
- Use USTA's Travel and Tourism Economic Impact Calculator to estimate increases or decreases in Springfield's economy because of the addition of significant traffic generators, economic downturns, etc.
- Partner with the Branson/Lakes Area Convention & Visitors Bureau, Springfield Area Chamber of Commerce, and other local partners on research projects, as appropriate.

Objective B:

Obtain the Springfield hotel market mix information from a representative sample of Springfield hotels on a monthly basis to help determine the primary reason for visiting Springfield.

- Identify at least a 40% sample of rooms (as representative and consistent as possible) who will track and report market mix statistics.
- Add or subtract participating properties as appropriate.
- Collect and report monthly and year-to-date statistics.

Objective C:

Obtain Springfield hotel performance statistics through subscription to appropriate Smith Travel Research STR Reports.

- Subscribe to appropriate reports showing daily, weekly, monthly, and year-to-date hotel demand, supply occupancy, ADR, RevPAR, and revenue.
- Maintain membership in the Missouri Hotel Lodging Association to obtain comparative statistics from other Missouri destinations.
- Obtain quarterly "pipeline" reports showing prospective new hotels.

Objective D:

Obtain appropriate AirDNA reports and assess the impact of short-term rentals on Springfield's travel industry.

- Subscribe to appropriate reports showing the number of local listings on short-term rental websites.
- Report statistics as appropriate.

Objective E:

Obtain website statistics for niche markets and advertising effectiveness utilizing Google Analytics.

- Place tracking codes on each CVB URL used to track specific campaigns.
- Measure total website traffic, time on site, bounce rates, geographic origin of traffic, and other website statistics.
- Using information gathered in the Brand Effectiveness Study, assign a potential visitor spend for each inquiry received through the website and digital marketing efforts.
- Generate monthly reports to guide the development of new marketing campaigns.

Objective F:

Conduct research in FY22 and every two years thereafter of CVB constituents to assess perceptions of the CVB, its current marketing efforts, and overall performance and utilize this information in conjunction with the CVB's Strategic Plan update.

- Design the survey instrument and select recipients.
- Incorporate appropriate results and/or recommended action from the survey into the CVB's marketing efforts, operations, and Strategic Plan.

Objective G:

Continue to update and use dashboards to create and distribute real-time reporting for the board, senior staff, stakeholders, and other constituents.

- Update the Simpleview Dashboard as appropriate.
- Update the research dashboard as appropriate.
- Post links to the dashboards in board reports and quarterly reports.

Intercept Marketing

The Route 66 Springfield Visitor Center continues serving visitors to Springfield, many of which are specifically interested in Route 66 travel. In addition, the CVB continues operating the information kiosk at the Springfield-Branson National Airport in the baggage claim area of the terminal and maintains an interactive kiosk at the airport to assist visitors with travel planning. These centers allow the CVB to intercept visitors traveling in Springfield and those headed to other destinations or those traveling Route 66 to encourage incremental travel to Springfield. Volunteers assist with visitor information packet fulfillment, staffing hospitality tables for convention and sports groups, and greeting visitors at the information centers.

Objective A:

Assist and provide Springfield area information to travelers at both CVB information centers.

- Integrate new technology and displays in the Route 66 Visitor Center to enhance visitor awareness and experience.
- Maintain an interactive kiosk at the Springfield-Branson National Airport to assist visitors when the center is not staffed by CVB part-time workers or volunteers.
- Maintain Missouri Welcome Center Affiliate status through the Missouri Division of Tourism.
- Distribute a regional brochure with a detailed map highlighting Route 66 destinations in southwest Missouri.

- Hire two additional part-time workers to oversee the Airport Information Center during peak times and for expanded weekend hours at the Route 66 Visitor Center. Utilize volunteers to support paid staff at both centers.
- Work with the Missouri Division of Tourism and Missouri Life Magazine to produce a statewide Route 66 map and publication for distribution at points along the Missouri route and in other states along Route 66.
- Continue selling souvenirs with CVB and Route 66 branding. Work with partners to feature and sell local products in the Route 66 Visitor Center.

Objective B:

Implement marketing efforts designed to intercept travelers visiting Missouri.

- Distribute at least 30,000 visitor guides for rack display to advertisers, partners, and visitor centers throughout Springfield, southwest Missouri, state visitor centers, and key cities in bordering states.
- Subject to available budget, utilize CTM Brochure Distribution to distribute visitors guides in Kansas City, St. Louis, and Lake of the Ozarks at various hotels and attractions.
- Promote the Route 66 Springfield Visitor Center and Springfield's other assets at information centers throughout Missouri and bordering states.
- Encourage the Springfield travel industry to increase listing submissions for the Missouri Vacation Planner and advertise in the publication.

Digital Marketing

Marketing efforts to attract the consumer travel market include digital programs through search engine marketing, online banner and rich media advertising, content creation, and the CVB's website, blog, and social media channels. Active participation in social media sites makes Springfield more visible when people search the internet for things to do and places to travel. A redesign to the CVB website that was finalized in February 2021 will enhance the visitor experience and continue to give area businesses and attractions exposure in a more content-driven way.

Objective A:

Maintain the CVB's websites utilizing updated technology and online marketing to generate more than 1.2 million visitor sessions and attract visitors to Springfield.

- Continue a mobile-first approach (design for mobile and tablet before designing for desktop applications) when designing CVB websites and other digital assets.
- Maintain a fully responsive design for the CVB website, including utilizing the brand standards.
- Continue working with Simpleview to maintain the newly redesigned website for SpringfieldMO.org.
- Stay engaged in emerging website trends and apply them to the site when appropriate.
- Continue to support the Springfield Area Sports Commission website and partner with a third-party vendor to make aesthetic and functional changes as necessary.
- Maintain the online calendar of events while ensuring the calendar is accurate, up-to-date, and thorough with all partner events.
- Utilize Google Analytics to track website traffic and advertising effectiveness by campaign.
- Increase participation in the Missouri Division of Tourism Search Engine Marketing (SEO) Campaign utilizing Google Adwords.
- Register new website addresses and renew current ones to use in advertising campaigns to track individual advertising responses to the website.

- Continue providing an opportunity for meeting/event planners to submit RFPs online directly to group sales staff.
- Send e-blasts promoting activities and attractions to convention/sports attendees via the Meetingmax email platform.
- Enhance website advertiser listings with photo galleries, interactive maps, and/or video options.
- Continue to discuss and recommend additional changes and improvements to the website and other technology issues during staff meetings and meetings with the local travel industry.
- Create category-specific content for all areas of the site, focusing particular attention on the blog, coupons, itineraries, partner listings, and calendar of events.
- Develop new sections of the site for local advocacy, international visitors, minority-owned businesses, the wedding industry and volunteer recruitment.
- Utilize third-party website developers to assist in the implementation of website projects and ideas throughout the year.

Objective B:

Create an email marketing campaign targeting potential and return visitors to Springfield and maintain an open rate average of at least 15%.

- Encourage subscription to email promotions and execute at least 52 seasonal email campaigns.
- Develop remarketing funnels through the CVB's email marketing communication tool, AutoPilot, to maximize the messaging to our own database.
- Distribute events and niche market promotions as appropriate.

Objective C:

Develop a comprehensive content strategy, utilizing research from an outside vendor, in an effort to obtain large amounts of multipurpose content (i.e., articles, photos, videos, podcasts, etc.) that can be used across a variety of channels.

- Promote original content through a cross-platform approach to reach more potential visitors.
- Work with guest bloggers to develop new content for the blog, diversifying our voice and audience.
- Continue to improve the online photo gallery to be more user-friendly and easier for staff to maintain.
- Update professional videos for the leisure, sports, and convention markets with new branding. The videos will be used in sales presentations, online advertising pre-roll, on the CVB website, and on YouTube.
- Create video b-roll reels for media and develop an online video library to organize video content.
- Create a photo/video asset co-op program with CVB advertisers/partners to obtain new quality images featuring diverse people enjoying Springfield's tourism assets.
- Create campaign materials emphasizing meeting options near major attractions or other activities appealing to meeting delegates and attendees.

Objective D:

Utilize a variety of social media services to maintain relationships with constituents, encourage overnight travel, increase repeat visits to Springfield, and drive traffic to the CVB's main website. Social efforts should generate at least 3 million engagements and 25% organic reach.

- A social media plan will be developed to integrate all social messaging and provide a framework for outlining goals to provide a clear return on investment (ROI).
- Continue developing a solid branding for the CVB industry blog and social channels (formerly Issues & Info, now CVB News) and continue using the platform to share tourism-related issues

important to the community, CVB projects, and upcoming conventions and events and encourage constituents to read and/or subscribe to the blog.

- Refer at least 8% of traffic to SpringfieldMO.org from social media postings.
- Merge all leisure social channels under a unified brand. Increase following to over 125,000 for Facebook, 17,000 for Twitter, and 30,000 for Instagram. For Pinterest, a goal of 200,000 monthly views has been set.
- Achieve a 10% engagement rate across all social channels.
- Work with the Springfield Area Chamber of Commerce and other partners to develop an integrated social strategy highlighting interesting local stories and photos.
- Monitor mentions of Springfield on various social media and reply as appropriate to questions or comments from visitors.
- Utilize TripAdvisor and Expedia, as well as other user-generated content websites to monitor Springfield's position and respond to negative comments and questions.
- The CVB will monitor and share news stories and blog posts about local attractions, events, and tourism-related issues on all social channels.
- Continue utilizing the CVB's digital channels to reach incoming meeting/event social media channels to promote attendance, welcome the groups to Springfield, and inform them about all that Springfield has to offer while they are in the city.

Advertising Campaigns & Cooperative Marketing

CVB advertising efforts are significantly focused on the consumer travel market segment. A small campaign targeting meeting, convention, and sports planners is used primarily for branding purposes and to keep Springfield in the minds of planners, while the majority of resources targeting these markets are focused on trade show participation and direct sales.

With the outbreak of the COVID-19 virus in early 2020, travel will remain a difficult target well into FY21 and FY22. All plans outlined in the following sections are subject to change and adjustment based on federal, state, and local guidelines, along with other consumer data and considerations.

Each year the CVB applies for matching funds for marketing projects through the Missouri Division of Tourism. The Promote Missouri Fund provides cooperative marketing opportunities for destination marketing organizations in Missouri. For FY22, the CVB has plans to apply for the maximum amount for our designated category which is currently set at \$185,000 from the Marketing Matching Grant Program that provides funds for up to 75% of the total cost of the approved project. Each submitted project is graded by evaluators and projects are assigned a pass/fail grade.

If awarded the funds, the CVB plans to conduct a more than \$1 million multi-channel media advertising campaign with partners MDT, Bass Pro Shops/Wonders of Wildlife, and the Springfield Cardinals. These partners allow the CVB to stretch its advertising dollars for both the CVB and its partners, providing Springfield a stronger impact on tourism advertising than the CVB could make by acting alone. Project implementation is contingent upon approval and subsequent state funding.

The CVB has retained Madden Media as its digital agency of record. Madden Media is responsible for media planning, placement, and strategy for all digital advertising for the CVB.

The CVB will continue putting an increased effort into recruiting diverse talent to showcase in its marketing materials. Staff will work with the marketing committee of the board and the Division of Diversity and Inclusion at Missouri State University to periodically review marketing materials to ensure they are featuring diverse talent and showcasing Springfield as a welcoming community to visitors from diverse backgrounds.

The branding initiative that launched in FY15 will guide the development of future advertising campaigns. “Life’s Simple Pleasures” was identified as the brand essence. During FY21 and moving forward into FY22, the messaging for campaigns will morph from this statement to a message focused on the local culture and spirit of Springfield. This is not a complete departure from “Life’s Simple Pleasures” but more of a graduation to the next phase of the campaign. The campaign slogan will read: “Come see us in Springfield. We’ll show you around.”

Leisure Advertising

Objective A:

Develop and execute a special consumer-focused campaign designed to continue the work started in FY21 to kickstart regional leisure travel as a recovery to the outbreak of COVID-19.

- Work with area hotels to offer booking specials for multi-day visitors.
- Incentivize visitors with offers, specials, reimbursements, and rebates for area attractions, retailers, and restaurants.
- Work with state and local officials to create a set of safety guidelines for the hospitality industry and clearly explain them to potential visitors.
- Coordinate execution of the plan with other marketing efforts described in Group Sales, Objective B.

Objective B:

Generate at least 40,000 tourist inquiries and more than 1.2 million website visitor sessions through consumer market advertising efforts.

- Develop a multi-channel marketing campaign to include traditional and new media that includes print, digital, broadcast, out of home, streaming, etc.
- Work with partners to develop and implement a promotional campaign in select target cities.
- Continue targeting St. Louis Cardinals baseball fans on the Cardinals Radio Network or other identified avenues based on the CVB’s partnership with the Springfield Cardinals.
- Continue the rapid growth of digital marketing programs with an emphasis on social media content and email marketing.
- Utilize a targeted email marketing campaign to support the consumer market advertising campaign.
- Make a concerted effort to include more diverse photos and videos in all marketing materials.
- Track inquiry responses utilizing the Simpleview database.
- Incorporate tourism attractions and businesses in Greene, Christian, and Polk counties in CVB marketing efforts and fulfillment materials as required by the Missouri Division of Tourism’s Promote Missouri Fund countywide designation.
- Measure the results of the project quarterly and annually as required by the Missouri Division of Tourism.

Objective C:

Develop partnerships to assist with CVB advertising efforts, generating at least \$645,000 from partners.

- Generate \$165,000 in cooperative advertising partnerships with local hotels and attractions.

- Generate \$295,000 in advertising sales and partnerships with local attractions, restaurants, hotels, and retail shops.
- Apply for \$185,000 in the Missouri Division of Tourism Promote Missouri Fund Marketing Matching Grant program.

Objective D:

Investigate the potential for a marketing campaign in partnership with the Springfield-Branson National Airport to reach potential visitors in cities where Springfield has non-stop flights.

- Work with the airport, advertising agency, and other partners, as appropriate, to create an advertising campaign.
- Implement the program and track results.

Objective E:

Consider partnership with Brand USA and the Missouri Division of Tourism to develop targeted international marketing campaigns.

- Work with Brand USA to identify Springfield points of interest to international visitors.
- Identify other available international marketing opportunities available through partnerships and participate, where appropriate.

Convention/Sports Advertising

Objective A:

Build awareness of Springfield as a convention and sporting event destination by placing at least \$80,000 in advertising.

- Develop a media plan targeting the meeting, convention and sports markets.
- Create new print and digital advertisements utilizing new CVB branding and featuring Springfield meeting facilities.
- Submit advertising creative to publications and websites for the meeting, convention and sports markets, including a mechanism for tracking responses.

Group Sales

Market Segments

The 2021/2022 group room night booking goal is 62,000 room nights (individual market segment goals are listed below). In order for a group to count toward the group room night goal, the Sales Department must be responsible for generating the sales lead. The goal is based on business booked but not necessarily consumed during the fiscal year.

State Association Market

This market includes Missouri-based associations and focuses on maintaining relationships and involvement with key industry-related organizations such as Missouri Society of Association Executives, Society of Government Meeting Planners, Missouri Travel Council, Missouri Division of Tourism, and assisting with legislative activities as directed.

Regional and National Association Market

This market includes all associations that are not Missouri-based. Segments include agriculture, cultural, fine arts, conservation, environmental, medical, technical, trade, commercial, and business.

Religious Market

Because of Springfield's central location, affordability, community atmosphere, and close proximity to Branson, this is a niche market for Springfield. The Assemblies of God National Headquarters in Springfield continues providing the community with numerous meetings and overnight travel.

Sports Market

Springfield is a top location for amateur sporting events due to its central location, affordability, and abundance of sporting venues. New and improved sports venues are planned. Beginning in 2020, the convention sales staff began assisting with selling to the sports market.

The CVB sports sales manager serves as executive director for the Springfield Area Sports Commission (managed by the CVB) and supervises an assistant director employed by the Sports Commission. Both organizations work together to develop and secure amateur sporting events. The Sports Commission began hosting an awards event in 2013 to increase the visibility of the Sports Commission within the sports community, raise money for the association and acknowledge area high school athletes and teams and will continue to do so in 2021. In 2020, the CVB sales staff began assisting with Sports Commission membership sales.

Social, Fraternal, Hobby and Avocational Market

This market continues to be strong for Springfield because of the city's location and area attractions. Attendees typically pay for their own expenses to events in this market and often take vacation time to attend.

Group Tour and F.I.T. Market

Branson continues to rank as one of the top group tour destinations according to the National Tour Association and the American Bus Association. Efforts have increased in this market due to the opening of Wonders of Wildlife and Bass Pro developments.

Government Market

This market includes group business generated by state or federal government. Many state government events occur at Lake of the Ozarks during shoulder seasons and receive heavily discounted hotel rates, making it difficult for Springfield to compete effectively in this market.

Corporate Market

Most corporate meetings are booked directly with local hotels; however, many local corporations are booking meetings and conventions in cities other than Springfield. In response to this trend, the CVB will increase emphasis on this market segment.

Education Market

Increased emphasis on the education market will be made because of the number of colleges and universities in Springfield.

Conservation, Wildlife, Outdoor and Similar Groups

The CVB has focused on this market for the past several years but will place more emphasis on conservation-related groups because of Wonders of Wildlife, Bass Pro, and future developments.

Group Sales Efforts

Objective A:

Through efforts initiated by the CVB group sales staff, book 35,000 room nights from the meetings and conventions market during FY22.

Action Plans:

- Research and solicit meetings, conventions, and sporting events targeting key market segments.
- Maintain membership in industry-related organizations such as PCMA, ASAE, MSAE, SGMP, and RCMA.
- Attend industry trade shows (depending on budget) as outlined in the Proposed Trade Show & Sales Projects Schedule (see page 23 for a list of trade shows and projects).
- Utilize MINT database subscription services to generate new leads.
- Work with convention hotel partners and key venues to create a solid action plan for a Top-25 Hit List of prospecting accounts and determine action steps needed for each account on what it will take to bring these groups to Springfield. Create a seven-step action list with a completion date.
- Host quarterly Sales Awareness Committee meetings with hotel and venue sales representatives.
- Develop a meeting planners' advisory group to seek input on sales activities conducted by the sales department. Invite local and non-local planners to participate in group discussions.
- Conduct an in-person and a virtual familiarization tour to showcase Springfield.
- Conduct in-person and virtual site visits as needed.
- Refresh meeting planner email templates every six months to showcase what is new in Springfield.
- Update the meetings section of the website as needed.
- Continue to use SendSites electronic bid proposal services.
- Solicit outdoor writer and conservation groups in conjunction with Bass Pro Shops and Wonders of Wildlife.
- Work with attractions on hosting complimentary site visits (in-person or virtual) for convention planners and package deals for convention attendees.
- Solicit groups that meet during shoulder period months - November, December, January, and February. Offer additional incentives to these groups.
- Host a meeting planner/industry workshop, networking event, or other activity on Global Meetings Industry Day. Utilize social media to showcase the importance of the meetings and convention sector of the tourism industry.
- Use LinkedIn as a solicitation tool by updating content weekly, posting industry articles, and staying active on the social media platform.

Objective B:

Continue to promote the Zero Attrition & Financial Incentive program through December 31, 2021, to generate bookings during the reopening phases of the COVID-19 pandemic.

- Partner with convention hotels on COVID-19 recovery promotional ideas.
- Work with hotel partners to offer a “No Attrition” promotion.
- Offer additional financial incentives to qualified groups.
- Offer ways to conduct virtual/hybrid meetings and events.
- Offer a “Show Your Badge” program with attraction discounts for conference attendees.
- Work with hotels and venues to ensure meeting planners are comfortable with new COVID-19 mitigation cleaning and sanitation practices and include this information with bid proposals.
- Promote the new digital version of the Meeting Planners’ Guide, postcards, and recovery phase Simpleview templates.
- Conduct a local sales blitz using the Chamber of Commerce, “417 Magazine,” Springfield Business Journal, local universities, and influencers to encourage booking meetings in Springfield.
- With hotel partners, conduct a sales blitz in Jefferson City to promote the program.
- Offer virtual site visits and conduct in-person site visits for qualified convention and event planners.

Objective C:

Through CVB sports sales efforts, book 27,000 room nights in the sports market.

- Research and solicit sporting events that can utilize Springfield and area sports venues.
- Maintain membership in industry-related organizations, such as Sports ETA.
- Attend industry trade shows (based on the budget) as outlined in the Proposed Trade Show & Sales Projects Schedule.
- Work in partnership with the Springfield Sports Commission to secure new amateur sporting events.
- Utilize the CVB’s SCOUT subscription, a destination and event matchmaking platform, to generate new leads.
- Continue a local organizing committee and procedures for MSHSAA Basketball Championships and other events to ensure the event is a success and future bookings result.
- Continue soliciting emerging sports (i.e., pickleball) and target sports (i.e., archery and rifle).
- Utilize convention sales staff to identify and solicit sporting events.
- Continue providing exceptional service to existing sporting events to ensure rebooking.
- Assist the Sports Commission in developing booking incentives.
- Assist the Sports Commission in developing a comprehensive advertising/cooperative marketing plan.

Objective D:

Monitor the return of group business and work toward the goal of increasing the number of group rooms as a percentage of total rooms compared to non-pandemic years.

- Review CVB hotel statistics for trends and ensure participation in market segment statistics from designated hotels.
- Utilize STR’s Destination Report Day Trend Report to help assess group room demand.
- Educate planners on the importance of encouraging delegates to book inside the block; offer financial incentives as appropriate.
- Consider the ROI when offering a group incentive based on time of year, existing booked groups during that time, budget, etc.

- Work with hotel and facility partners to offer financial incentives to single-property pieces of business as necessary.
- Partner with the Springfield Hotel Lodging Association to identify annual events that produce a large number of overnight rooms.
- Utilize the “Meet in Missouri” legislation (if funds become available) to attract out-of-state conventions and work with the Missouri Association of Convention & Visitor Bureaus to develop additional state incentives.

Objective E:

Pursue the group tour market to book overnight stops and attraction visits within the city.

- Attend travel-related events (when budget allows) as outlined on the Proposed Trade Show & Sales Projects Schedule (see page 23 for a list of trade shows and projects).
- Consider hosting the Missouri Bank Travel Exchange or another tour-related event, such as TravelSouth, to promote Springfield and increase overnight group tour travel.
- Develop new and unique group travel itineraries and escort notes as new attractions open.
- Promote virtual site visits.
- Utilize new marketing templates when needed.
- Partner with Branson on group travel events and familiarization tours.
- Update the group section of the new website as needed.
- Identify and retain existing group tours.
- Work with tour operators on new COVID-19 mitigation practices and keep them abreast of related ordinances in Springfield.
- Work with local attractions to encourage group tour travel.

Trade Shows and Special Projects

Event	Location	Date
MU Conference Planning Office-Presentation	Columbia	August 2021
Missouri Society of Association Executives and Sales Blitz	Jefferson City	August 2021
Missouri Event Summit (MSAE, SGMP, MO Travel Council)	Jefferson City	August 2021
Telemarketing Sales Blitz	Springfield	August 2021
Connect Marketplace	Tampa	August 2021
Connect Sports	Tampa	August 2021
Connect Faith	Round Rock	October 2021
Society of Government Meeting Planners Extravaganza	Jefferson City	November 2021
TravelSouth USA International Showcase	New Orleans,	November 2021
Missouri Society of Association Executives Holiday Party	Jefferson City	December 2021
American Bus Association	Grapevine	January 2022
Professional Conference Management Association	Las Vegas	January 2022
Missouri Natural Resources Conference	Lake of the Ozarks	February 2022
TravelSouth Domestic	Virginia Beach	February 2022
Christian Meetings & Conventions Association	TBD	Spring 2022
Missouri Bank Travel	TBD	TBD
Kansas City Chapter of Meeting Planners International	Kansas City	April 2022
Convention Planner Familiarization Tour	Springfield	May 2022
Military Reunion Network	TBD	Summer 2022
SGMP National Education Conference	TBD	May 2022
Client Night at Hammons Field	Springfield	June 2022
Sports Commission Awards	Springfield	June 2022
SportsETA	Fort Worth	Spring 2022

Event Services

The CVB provides support services for groups meeting in Springfield, including pre-convention planning and providing area information, registration assistance, promotional materials, news releases, convention alerts, website access, city dignitary welcomes, name badges, shuttle service, centralized housing, and other services as outlined in the bid proposal package. These services are designed to assist and promote a positive experience for the meeting planner when conducting meetings, conventions, and events in the city, thus generating repeat bookings. Services are offered to groups booked by the CVB and groups booked by hotels.

Objective A:

Exceed the expectations of meeting planners by providing exceptional event services tailored to groups working with the CVB.

- Send convention alerts to media, hotels, attractions, and restaurants to notify partners of upcoming large conventions and events so they can adequately staff their facilities. Encourage businesses to welcome groups on marquees, offer discounts, etc.
- Assist groups with resources when requesting virtual and hybrid meetings.
- Utilize the CVB's social media channels (i.e., Twitter, LinkedIn, Facebook, etc.) to welcome groups to the city.
- Provide attendance-building and publicity assistance for groups meeting in Springfield by sending out email messages with the CVB's website video link, posting welcome messages on Facebook and other social media pages, and encouraging convention and sports groups to post about the city and events.
- Offer the Springfield promotional video and other promotional tools in advance to groups that will meet in Springfield.
- Continue utilizing the online meeting planning toolkit and update and add resources as they become available, such as green initiatives, corporate social responsibility, and a speakers' bureau.
- Promote attractions and restaurants through the Bandwango - Show Your Badge program to convention and event attendees.
- Promote advertisers and partners at hospitality tables and for business referrals.
- Provide a training session for hospitality booth workers prior to peak convention/event months.
- Offer a local professional speakers' bureau to groups and create a promotional piece highlighting this service in bid proposals.
- Promote the CVB's responsive website at hospitality tables and encourage attendees to use it to locate local restaurants, attractions, and other businesses.
- When appropriate, attend events booked in Springfield one year in advance to promote Springfield and build attendance for the conference.
- Maintain membership in the Event Services Professional Association.

Objective B:

Provide housing bureau services to qualified groups.

- Utilize Meetingmax for all housing groups, providing training to CVB staff and meeting planners as needed.
- Host informational meetings about Meetingmax for front desk employees, reservation managers, and sales managers for upcoming groups as needed.
- Utilize Meetingmax pre- and post-activity email capabilities to provide welcome emails to event attendees and encourage extended stays to enjoy all of Springfield's amenities.

Objective C:

To assess the satisfaction of meeting planners hosting events in Springfield, the CVB will utilize a new survey through Survey Monkey to all meeting planners and obtain at least a 75 percent return rate on questionnaires.

- Utilize Survey Monkey to create and distribute surveys to all meeting planners one day following the conclusion of the event.
- Review surveys annually and adjust to increase the response rate.
- Track responses and report results to appropriate facilities.

Training

Staff & Volunteers

In addition to normal and ongoing staff training, the CVB encourages staff members to expand their knowledge throughout their careers. Where appropriate, the staff is encouraged, and may eventually be required, to become certified by professional organizations in their specific area of responsibility. All department heads have received or are currently pursuing the Certified Destination Management Executive designation through Destinations International.

Objective A:

Continue increasing staff and volunteer knowledge by making available learning opportunities.

- Identify software training needs for staff members and utilize classes offered at area colleges and universities, the Springfield-Greene County Library District and online courses through LinkedIn Learning.
- Continue participation in the City of Springfield's Life Save program to ensure that a minimum of 75% of the staff is CPR certified and trained on the AED use.
- Participate in appropriate group webinars offered by Destinations International, Simpleview, Missouri Division of Tourism, and other industry organizations.
- Provide sales training for the group sales staff, partner development manager, and marketing sales coordinator.
- Continue training on diversity and inclusion through the Missouri State University Office of Diversity and Inclusion and utilizing other diversity experts.
 - Meet with community leaders to improve efforts to highlight the diverse communities of the Ozarks.
 - Assist MSU's Office of Diversity and Inclusion, Chamber of Commerce, and the city in developing diversity and inclusion training for management and frontline staff in the hospitality and retail industries.
- Conduct a CVB orientation for new staff, board, City Council, County Commission, and key city and county staff.
- Send staff to appropriate training conferences and sessions throughout the year.
 - Send four staff members to the Governor's Conference on Tourism.
 - Send two people to the Destinations International annual convention.
 - Send four staff members to the Missouri Association of Convention & Visitor Bureaus Annual Educational Conference.
 - Send one person to the Simpleview Users Conference.
 - Send one person through Leadership Springfield.
 - Send one person to the Destinations International Convention Sales Summit.
 - Staff will enroll in various educational sessions while at conventions and trade shows.
- Staff is encouraged to obtain or maintain industry certifications.
 - The president/CEO and sales director will maintain requirements to continue Certified Destination Management Executive (CDME) status from Destinations International.
 - The marketing director and the director of finance and administration will begin classes to obtain Certified Destination Management Executive status from Destinations International.
 - Sales Managers will continue coursework to maintain Hospitality Sales and Marketing Association International (HSMAI) Hospitality Sales Executive Certification, Certified

Travel Industry Specialist, and Convention Industry Council Certified Meeting Planner designation.

- The Sports Sales Manager will maintain the Sports ETA Certified Sports Event Executive Certification.
- Determine and address training needs for other staff members as needed.

Objective B:

Identify and provide appropriate management and skills training for management.

- Determine training needs and address them as appropriate (Excel training, Simpleview, etc.)
- Identify and provide personnel management and human resources training for all management through People Centric Consulting Group as needed.
- Provide appropriate required reading (books, articles, etc.) for personnel management.
- All department heads will identify other CVBs that have developed considerable expertise in various areas of CVB operations and marketing and, after approval by the president, utilize them as mentors.

Objective C:

Develop a training program specifically for part-time employees to ensure they have the necessary information and resources to be effective in their positions.

- Part-time employees will visit with each staff member to gain a better understanding of what each person does for the CVB and how to direct phone inquiries.
- Maintain manuals for the information center desks with a staff directory, phone instructions, standard operating procedures, and other relevant information.
- Conduct refresher training for employees as needed.
- Part-time Airport Center staff will cross-train at the Route 66 Visitor Center.

Objective D:

Increase staff and partner knowledge and use of the Simpleview CRM.

- Work closely with the account team at Simpleview to ensure staff and partners are using the capabilities of the system to the fullest and most efficient extent.
- Utilize the Connect SGF extranet to distribute and respond to sales and leisure tourism leads, update partner business information updates, update the online calendar of events, sign up for advertising and sponsorship packages, and RSVP for CVB events.
- Conduct bi-annual member/partner training sessions to ensure partners are fully utilizing the Connect SGF extranet.
- Assign staff key areas of responsibilities for optimal use of the Simpleview CRM and develop a core staff team of experts on all sections of the system.
- Be involved in the Simpleview user group and attend meetings as appropriate.
- Conduct follow-up training with CVB staff as appropriate.

Objective E:

Secure and train an adequate number of volunteers to assist at information centers, convention, and event hospitality booths and with other tasks as necessary.

- Assess volunteer needs at information centers and align schedules with flight arrivals and as needed.
- Secure an appropriate pool of qualified and capable volunteers through sources such as referrals and local volunteer sites.
- Provide appropriate training for volunteers.
- Obtain coordinated and appropriate logo-branded clothing for volunteers to wear while on duty.
- Keep volunteers updated on CVB activities via a monthly volunteer newsletter.

Hospitality Industry & Advertisers

The CVB encourages frontline employees in the travel industry to become familiar with area attractions and other things to see and do while in the Springfield area. We will encourage them to utilize CVB resources such as the visitor centers, social media, market research and CVB News. A video-based training program will be developed for CVB advertisers, encouraging them to take advantage of member benefits and better promote their business to travelers through CVB marketing efforts.

Objective A:

Develop a plan for educating CVB partners about the benefits of membership.

- Send a welcome email to new partners to introduce the CVB staff, explain partner benefits, and the directions for logging in to Connect SGF (extranet).
- Conduct regular Connect SGF training sessions for advertisers/partners to encourage full usage of that system.
- Record a series of training videos for partners explaining how to take full advantage of partnership benefits.

Objective B:

Offer free or inexpensive training opportunities for Springfield's travel industry employees to help increase knowledge and professionalism.

- Invite appropriate travel industry personnel to webinars hosted at CVB offices.
- Use CVB partners and vendors as guest speakers for industry training sessions.
- Use Connect SGF to share educational articles and other training resources with partners.

Administrative

Objective A:

Maintain accreditation through Destinations International by submitting the required annual reports in December 2021.

- Update processes to comply with other standards as required by the Destinations International Accreditation Program.
- Update the Standard Operating Procedures Manual for key functions of each CVB position as necessary.

Objective B:

Assess new and existing CRM system enhancements and improvements and incorporate those that are appropriate.

- Review improvements and enhancements presented at the 2021 Simpleview Users Conference.
- Continue using the Gmail integration, Destination Dashboard, and Event Impact Calculator.
- Investigate the use of other vendors integrated with the Simpleview CRM to improve officewide efficiency.
- Determine appropriate enhancements and improvements to incorporate into the CRM.
- If necessary, add funds to cover the costs of enhancements and improvements to a mid-year budget revision.
- Continue upgrading the CRM as appropriate and attend the 2022 Simpleview Conference.

Objective C:

Work with the city and appropriate private developers to advance the possibilities of a convention center and tournament-grade sports facilities in Springfield.

- If not secured in FY21, continue efforts to obtain enabling state legislation to increase the hotel tax up to 7.5 percent with the proceeds of any increase used for “capital improvements that can be demonstrated to increase overnight travel.”
- Investigate and identify incentives that may be offered to developers interested in a public/private partnership.
- Determine the public cost associated with the project(s).
- Identify public funding sources that could be used for the public portion of both projects.
- Consider the development of a Tourism Business Improvement District (TBID) is one alternative.
- Obtain support for both projects from the Springfield Hotel Lodging Association.
- Determine if Atrium Hotels will continue management of the Expo Center in its current configuration or as an indoor sports facility.
 - If so, revise the contract as appropriate.
 - If not, determine future management.
- Identify competing cities with convention centers and indoor sports complexes and consider hosting appropriate Springfield community leaders for on-site visits to those cities.

Objective D:

The CVB and Sports Commission will work with the city, county, Springfield-Greene County Park Board and other organizations to implement recommendations contained in the Huddle Up Group report on long-term goals for sports facility construction, sports marketing, sporting events development and funding for the Sports Commission.

- Assign Sports Commission committees to address operational issues addressed in the report, such as bylaws, membership, staffing, and funding.
- The CVB and the Sports Commission will work with the Springfield-Greene County Park Board and other appropriate entities to identify needed sporting venues identified in the report.
- The CVB and Sports Commission will fund a feasibility study on converting the Expo Center into a multi-purpose facility designed to accommodate amateur sporting events in addition to serving as exhibit space for meetings and conventions.
- Once identified, the CVB and the Sports Commission will work with the city, county, and others to determine how to finance the improvement of existing facilities and the development of new facilities.
- Investigate whether American Rescue Plan Act Coronavirus Fiscal Recovery Funds or Economic Development Administration Grants can be used for sports facilities to aid in the recovery of the travel industry.
- If possible, include funding for the Sports Commission in the financing mechanism.

Objective E:

Advance the need for a convention center and/or tournament-grade indoor sports facility through participation in the city's long-range planning process (Forward SGF).

- Encourage board members to be involved in the process.
- Actively participate in appropriate focus groups.
- Ensure the development of a convention center and/or tournament-grade indoor sports facility is included in recommendations.

Objective F:

Develop an interim 2022-2023 Strategic Plan.

- Work with the facilitator of the 2021 Board Retreat to update the 2020-2021 Strategic Plan based on current issues addressed in the retreat.
- Distribute the Strategic Plan to stakeholders and as appropriate.

Objective G:

Work with city staff to identify a referendum date to ask voters to change the definition of who must collect the hotel tax in order to require short-term rentals in Springfield to collect and pay the existing hotel tax.

- Monitor and attempt to influence, as necessary, state legislation legalizing and/or regulating short-term rentals.
- Obtain the support of the Springfield Hotel Lodging Association and encourage City Council to ask Springfield voters to change the definition of who must collect and pay the existing hotel tax to include short-term rentals.

Objective H:

Repurpose Destination Springfield to accept tax-deductible contributions for the CVB and/or the Sports Commission.

- Work with a CPA firm to establish the proper protocol for reporting tax-deductible contributions.
- Work with a CPA to determine whether cooperative advertising and other revenue could be considered tax-deductible by using Destination Springfield.

Objective I:

With board approval, investigate financial assistance through the American Rescue Plan Act and other current and future grant opportunities to fund major promotional or capital campaigns.

- Determine CVB eligibility for the different programs in the American Rescue Plan Act.
- Monitor city, county, and state grant opportunities offered as a result of American Rescue Plan Act funding.
- Research other current and future grant opportunities and apply as appropriate.

Future Marketing Efforts

Financial and human resources will not allow the implementation of all marketing efforts the bureau would like to undertake during the 2021/2022 fiscal year. The following is an overview of long-range marketing efforts that will be implemented when resources are available. Some of these projects will be implemented during the fiscal year if possible. Due to the long-range nature of many of these projects and rapidly changing technology, they are subject to change.

Public Relations

- A name change for the CVB will be considered in an effort to create a new identity for the organization that is more easily understood by constituents.
- Encourage and support qualified Springfield representatives to apply for a position on the Missouri Tourism Commission.
- Develop a comprehensive public relations and marketing plan to educate local officials and the public on the need for public funding for convention and sports facilities and continue to work with Forward SGF, the city and other organizations to identify needed convention and sports facilities.
- If not passed in FY21, enabling state legislation will be passed to allow the hotel tax in Springfield to be increased from 5 percent to up to 7.5 percent.
- Enabling state legislation will be passed to allow Tourism Business Improvement Districts (TBID) as a tool for tourism marketing and capital improvement projects.
- The city's definition of who must collect the lodging tax will be revised to include short-term rentals.
- Host the Midwest Travel Journalists Association Conference.

Collateral Production/Advertising Sales

- Continue seeking advertising partnerships and innovative revenue streams to increase private funding and supplement the public hotel/motel tax funding.
- Explore the production, promotion, and distribution of additional publications, including a dining guide, a coffee guide, an online calendar of events and others.

Market Research

- The use of focus groups and other market research will be conducted to measure advertising effectiveness, consumer insights, meeting planner satisfaction, brand awareness, etc.
- Opportunities for real-time data collection will be pursued to ensure marketing strategies are developed based on research and data.
- Additional surveys, such as creative focus groups, a PR effectiveness study, social media influence, and convention/sports satisfaction surveys, will be considered in annual CVB research plans.

Advertising

- Advertising partnerships will be expanded to include secondary and regional attractions in niche marketing campaigns.
- Advertising production will be expanded to include the use of professional, diverse talent for all photo/video shoots.
- A new advertising campaign will be created using new photo/video assets and tested with consumer groups prior to launching.

Intercept, Digital, and Miscellaneous Marketing

- Develop and produce branded video content for digital distribution (YouTube, podcast, etc.) and create third-party agreements for syndication (local media, SGF CityView, Mediacom, etc.).
- Utilize virtual reality or other emerging technology to communicate to media, tour operators, meeting planners, and leisure visitors about new attractions and facilities in Springfield.
- Remodel the downtown information center and install digital displays to promote area attractions and events.
- Conduct a local public relations and marketing campaign to increase awareness of the CVB and increase traffic to the Route 66 Springfield Visitor Center by promoting the center as a ticket pick-up location for local events, advertising on local TV, radio and print outlets using trade, when applicable, purchasing billboard advertising and promoting the visitor center as a resource on the CVB website and collateral materials.
- Develop partnerships with local media outlets such as the “The News-Leader,” “417 Magazine” and others to promote local deals and attractions.
- Expand international marketing through opportunities offered by Brand USA.
- Investigate opportunities to partner with local medical facilities to support medical tourism.
- Offer online attraction ticketing options and aggressively promote this on the website and through email marketing campaigns.
- Develop an online chat feature to enhance the visitor experience on the site.
- Develop a “Local Favorites” media campaign utilizing TV and social media outlets with online video to conduct short testimonial-type spots with people talking about why they love calling Springfield home. Partner with the chamber, city, universities, and other local organizations with interest in highlighting why residents call Springfield home.
- A mobile information center will be purchased for use at large, outdoor events and indoor events where appropriate.
- Virtual Information Centers will be placed at key area locations to allow visitors to speak with a live staff person utilizing Webcams and touch-screen technology.
- Work with the City of Springfield to design and develop a sidewalk kiosk near the Route 66 Springfield Visitor Center to distribute Visitors Guides, maps, and other printed materials when the center is closed. The kiosk will include space to promote downtown events.
- The use of new billboards will be investigated as a method of promoting Springfield to travelers in the area, increasing counts to the Route 66 Springfield Visitor Center.
- A “Staycation” program will be developed to encourage visitation from within a 100-mile radius of the city.
- Investigate digital and social attribution platforms to assess the impact of these marketing efforts on overnight travel and visitor spending.
- Investigate opportunities to market to niche and more diverse groups, including LGBT, African-American, Hispanic, and other groups for leisure and group sales.

Group Sales

- Work with the Springfield Hotel Lodging Association to develop a pool of funds to use as an incentive to attract events.
- Expand partnership opportunities with the Branson/Lakes Area Convention & Visitors Bureau and identify areas to partner with their sales department to combine efforts of bringing convention groups and sporting events to southwest Missouri.
- Pursue regional partnerships with other CVBs to promote bringing new meetings, conventions, and sporting events to the area.
- Sports marketing efforts will be expanded in cooperation with the Springfield Sports Commission to make Springfield a recognized destination for quality amateur sporting events. Sporting events owned by the Sports Commission will be created and conducted annually.
- Develop a video-based sports promotion for use in sports sales efforts of the CVB and Sports Commission.
- Conduct sales blitzes in designated cities with a targeted client list, including cities where the CVB is advertising.
- Host an industry trade show or marketplaces such as Connect Missouri, TravelSouth, or SPORTS.
- Attend additional trade shows such as IMEX, ASAE and others not currently in the budget.
- Investigate eSports as a potential market segment.
- Assist the Sports Commission with networking events to generate and maintain Sports Commission memberships.
- Encourage sales managers to serve on boards for industry trade associations such as PCMA and RCMA.

Event Services

- The ability for convention delegates to register for their convention and arrange all other details of their trip will be added to the website, providing a potential revenue source while eliminating the need to re-key information into the CVB's housing software.

Training

- Implement a new version of the "Discover SGF" hospitality training course, which is outlined in previous years' marketing plans. This program will be designed for partners, staff, volunteers, and frontline industry workers.
- Diversity training will continue.
- Training will focus on rapidly changing technology and its impact on marketing.
- All staff will be encouraged or required to obtain appropriate certification in their field of expertise.

Administrative

- The CVB will maintain accreditation through Destinations International's Destination Marketing Accreditation Program.
- The CVB will continue to upgrade and maintain equipment, hardware, and software to the most current versions and standards by following a technology plan.

**Springfield Convention and Visitors Bureau
2021/2022 Budget - Proposed Revenue**

<u>Account Description</u>	<u>Account</u>	<u>2020/21 Revised Budget</u>	<u>2021/22 Original Budget</u>	<u>Variance - \$</u>	<u>Variance - %</u>
ROOM TAXES					
Room Tax Revenue	401540	\$2,000,500	\$2,431,000	\$430,500	21.5%
INTEREST					
Interest Earnings	410010	\$(5,750)	\$12,500	\$18,250	-317.4%
ADVERTISING REVENUES					
Visitors Guide Advertising	413010.01	\$123,400	\$170,000	\$46,600	37.8%
Route 66 Brochure/Map	413010.02	6,000	0	-6,000	-100.0%
Coupons	413010.03	6,300	10,000	3,700	58.7%
Expo/Rt. 66 Displays	413010.04	10,600	12,400	1,800	17.0%
Poly Tote Bags	413010.05	0	0	0	N/A
Digital Advertising	413010.06	57,600	70,000	12,400	21.5%
Brochure Insertions	413010.07	9,000	15,000	6,000	66.7%
Airport Advertising	413010.08	0	0	0	N/A
Event Guide	413010.09	4,300	0	-4,300	-100.0%
Mall Advertising	413010.10	0	0	0	N/A
Tap and Pour Guide	413010.11	17,500	18,000	500	2.9%
TOTAL ADVERTISING REV		\$234,700	\$295,400	\$60,700	25.9%
CO-OP ADVERTISING REV					
Coop Partnerships	416020.01	\$160,000	\$160,000	\$0	0.0%
MDT Coop Program (Leisure)	416020.02	113,000	471,000	358,000	316.8%
MDT Coop Program (Convention)	416020.03	0	0	0	N/A
MDT Coop Program (Sports)	416020.04	0	0	0	N/A
Local Convention Co-op	416020.05	0	15,000	15,000	N/A
Miscellaneous Partnerships	416020.06	0	0	0	N/A
Coronavirus Relief Funding	416020.07	\$1,614,650	238,000	-1,376,650	-85.3%
TOTAL CO-OP REV		\$1,887,650	\$884,000	-\$1,003,650	-53.2%
PARTNERSHIP REVENUE					
Marketing Partnerships	414110	\$0	\$0	\$0	N/A
MISCELLANEOUS REV					
Sports Commission Management Fees	414100.01	\$18,000	\$18,000	\$0	0.0%
Souvenir Sales	414100.02	2,400	8,800	6,400	266.7%
Other	414100.03	640,100	200	-639,900	-100.0%
Holding Account	414100.04	0	0	0	N/A
Hotel Shuttle & Facility Rental Rebates	414100.05	0	6,000	6,000	N/A
Hotel Trade Show Participation	414100.06	0	3,500	3,500	N/A
Annual Banquet Sales	414100.07	6,500	15,000	8,500	130.8%
Gold Wing Event Hosting	414100.08	10,000	14,400	4,400	44.0%
Chamber Partnership	414100.09	0	2,500	2,500	N/A
TOTAL MISC REV		\$677,000	\$68,400	-\$608,600	-89.9%
TOTAL REVENUE		\$4,794,100	\$3,691,300	-\$1,102,800	-23.0%
Transfer To/From Fund Balance		\$0	\$900,000	900,000	N/A
GRAND TOTAL REVENUE		\$4,794,100	\$4,591,300	-\$202,800	-4.2%

Springfield Convention and Visitors Bureau

2021/22 Budget - Proposed Expenses

<u>Account Description</u>	<u>Account</u>	<u>2020/21 Revised Budget</u>	<u>2021/22 Proposed Budget</u>	<u>Variance - \$</u>	<u>Variance - %</u>
PAYROLL					
Salaries and Wages	500110	\$953,150	\$1,043,300	\$90,150	9.5%
Temporary & Part Time Wages	500130	6,500	17,000	\$10,500	161.5%
Retirement Contributions	500210	94,200	111,050	\$16,850	17.9%
FICA	500250	(14,500)	78,350	\$92,850	640.3%
Health Insurance	500260.01	178,950	187,350	\$8,400	4.7%
Unemployment Insurance	500260.02	2,050	2,000	-\$50	-2.5%
Workers Comp	500280	3,150	3,650	\$500	15.9%
TOTAL PAYROLL		\$1,223,500	\$1,442,700	\$219,200	17.9%
ADMINISTRATIVE					
Auditing and Accounting	504510	\$17,550	\$5,700	-\$11,850	-67.5%
Automobiles	502040	7,350	7,400	\$50	0.7%
Building Rental	505820.01	106,700	118,200	\$11,500	10.8%
Utilities	505820.02	9,300	10,250	\$950	10.2%
Bldg. Supplies/Repair	505820.03	4,200	5,400	\$1,200	28.6%
Office Cleaning	505820.04	9,750	10,600	\$850	8.7%
Credit Card Fees	502070	4,800	4,800	\$0	0.0%
Data Processing	502140	1,200	2,150	\$950	79.2%
Dues and Subscriptions	502290	35,350	36,550	\$1,200	3.4%
Equipment Repair	502750	17,850	27,150	\$9,300	52.1%
Insurance Premiums	502230	10,150	10,600	\$450	4.4%
Minor Office Furn/Supplies	501190	750	1,750	\$1,000	133.3%
Misc. A & G	501260	15,300	23,900	\$8,600	56.2%
Office Supplies	501240	5,850	7,800	\$1,950	33.3%
Other Professional Services	504580	1,500	3,000	\$1,500	100.0%
Postage and Freight	502220	6,000	7,700	\$1,700	28.3%
Printing and Binding	502380	500	600	\$100	20.0%
Telephone	505550	11,850	12,200	\$350	3.0%
Training Expense	504590	16,100	25,300	\$9,200	57.1%
TOTAL ADMINISTRATIVE		\$282,050	\$321,050	\$39,000	13.8%
MARKETING					
ADVERTISING					
Ad Production	505010	\$373,450	\$158,000	-\$215,450	-57.7%
Billboards	505020	210,650	100,000	-\$110,650	-52.5%
Brochures and Printed Material	505030	72,650	100,300	\$27,650	38.1%
Direct Mail	505050	48,850	53,200	\$4,350	8.9%
Digital Advertising	505060.01	554,500	487,000	-\$67,500	-12.2%
Other Advertising	505060.02	561,800	603,000	\$41,200	7.3%
Print Advertising	505070	269,550	191,600	-\$77,950	-28.9%
Radio & TV Advertising	505080	686,850	501,400	-\$185,450	-27.0%
TOTAL ADVERTISING		\$2,778,300	\$2,194,500	-\$583,800	-21.0%

TRAVEL						
Travel Expenses	505690	\$8,150	\$35,150	\$27,000	331.3%	
OTHER MARKETING						
Market Research	502470	\$73,000	\$37,600	-\$35,400	-48.5%	
Group Incentives	502120	61,150	67,500	\$6,350	10.4%	
Gold Wing	502120.01	20,000	50,000	\$30,000	150.0%	
Entertainment	502200	3,800	7,150	\$3,350	88.2%	
Exhibition Fees	504640	13,000	31,250	\$18,250	140.4%	
FAM Tour Expense	504650	12,500	22,700	\$10,200	81.6%	
Misc. Marketing Expense	502280.01	13,950	16,800	\$2,850	20.4%	
Misc. Convention Marketing	502280.02	20,350	26,750	\$6,400	31.4%	
Digital Marketing	502280.03	99,600	96,200	-\$3,400	-3.4%	
Airport/Expo Concession Fees	502280.04	4,500	6,000	\$1,500	33.3%	
Photo Processing	502360	0	0	\$0	N/A	
Public Relations	502400.01	10,400	16,250	\$5,850	56.3%	
Event Public Relations	502400.02	5,450	7,050	\$1,600	29.4%	
Annual Banquet Expenses	502400.03	5,850	17,500	\$11,650	199.1%	
Specialty Items	504620	10,200	22,400	\$12,200	119.6%	
Receptions	504660	950	1,800	\$850	89.5%	
TOTAL OTHER MARKETING		\$354,700	\$426,950	\$72,250	20.4%	
TOTAL MARKETING		\$3,141,150	\$2,656,600	-\$484,550	-15.4%	
CONVENTION SERVICES						
Misc. Convention Services	504540.01	\$1,800	\$4,000	\$2,200	122.2%	
Convention Housing Expenses	504540.02	6,000	6,500	\$500	8.3%	
Shuttle Service	504610	2,000	3,200	\$1,200	60.0%	
TOTAL CONVENTION SERVICES		\$9,800	\$13,700	\$3,900	39.8%	
CONTINGENCY						
Contingency	502780	\$98,700	\$120,000	\$21,300	21.6%	
CAPITAL EXPENSES						
Office Furniture and Equipment	508110.01	\$0	\$0	\$0	N/A	
Bldg. Improvement Expenses	508110.02	11,950	4,000	-\$7,950	-66.5%	
Computer Hardware	501220	6,950	20,150	\$13,200	189.9%	
Computer Software	501230	11,900	11,900	\$0	0.0%	
Other Equipment	508170	8,100	1,200	-\$6,900	-85.2%	
Destination Springfield	508220	0	0	\$0	N/A	
TOTAL CAPITAL EXPENSES		\$38,900	\$37,250	-\$1,650	-4.2%	
TOTAL BUREAU EXPENSES		\$4,794,100	\$4,591,300	-\$202,800	-4.2%	

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 06-08-21

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-147

SPECIAL ORDINANCE _____

AN ORDINANCE

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

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

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

17 WHEREAS, the City and MSU wish to continue working together to provide a
18 safe community in and around the MSU campus by renewing the Intergovernmental
19 Agreement Regarding Law Enforcement Services ("IGA") for a police substation on the
20 MSU campus; and
21

22 WHEREAS, this IGA outlines the terms for the continued operation of the SPD
23 substation on the MSU campus.
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 an Intergovernmental Agreement with the Board of Governors of Missouri State
30 University to continue providing enhanced law enforcement services, said agreement to
31 be substantially in the form and content as that document attached hereto and
32 incorporated herein by reference as "Exhibit 1."
33

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

36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46 Approved as to form:  _____, Assistant City Attorney

47
48
49 Approved for Council action:  _____, City Manager
50

EXPLANATION TO COUNCIL BILL 2021- 147

FILED: 06-08-21

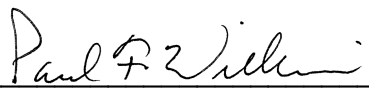
ORIGINATING DEPARTMENT: Police

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

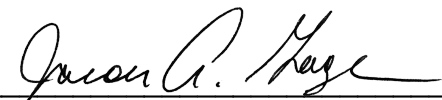
BACKGROUND INFORMATION: For over 25 years the City of Springfield ("City") has partnered with Missouri State University ("MSU") to staff a Springfield Police Department ("SPD") substation on MSU campus to promote public safety, prevent crime and to foster the coordination of services to enhance quality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

REMARKS: Beginning this year, MSU will supply e-Bikes that meet SPD specifications for use by officers at the MSU Substation. In the past MSU has paid for the use of City owned bicycles and e-Bikes by substation officers.

Submitted by:



Paul Williams, Chief of Police



Jason Gage, City Manager

Exhibit 1

ROUTING	(1) ORIGINATING DEPARTMENT	(2) MISSOURI STATE UNIVERSITY	(3) FINANCE DEPARTMENT
ORDER	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE JULY 1, 2021	TERMINATION DATE JUNE 30, 2022	CONTRACT NUMBER:	
() NEW CONTRACT		(X) RENEWAL OF CONTRACT NO. _____	
CITY		BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY	
CITY OF SPRINGFIELD 840 BOONVILLE, PO Box 8368 SPRINGFIELD, MO 65802 PHONE (417) 836-7612 FAX (417) 836-4663 ATTN: SGT. JOSHUA LUDWIG DEPT: MISSOURI STATE UNIV. POLICE SUBSTATION		BOARD OF GOVERNORS MISSOURI STATE UNIVERSITY 901 SOUTH NATIONAL SPRINGFIELD, MO 65897 PHONE (417) 836-4590 FAX (417) 836-7669 ATTN: VICE PRESIDENT- FINANCE	

INTERGOVERNMENTAL AGREEMENT REGARDING LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by the parties identified above.

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

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

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

A. STAFFING OF THE POLICE SUBSTATION

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

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

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

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

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

d. FISCAL YEARS SUBSEQUENT TO FY 13-14

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

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

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

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

B. LAW ENFORCEMENT SERVICES TO BE PROVIDED BY THE CITY

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

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

b. In addition to the defined area just described, the term "in and around the MSU campus area" shall include the

perimeter streets, and shall also include all recognized Greek fraternity and sorority houses, without regard to their location, whether inside or outside the defined area.

2. Springfield police officers assigned to the police substation will work flexible shifts in accordance with the calls for service and crime-problem identification demands, based upon a 40 hour work week for each officer assigned.

3. The Springfield Police Department will assign an extra officer to the substation when requested, on designated Friday and Saturday nights, such as at the beginning and end of the school year, as determined by the substation supervisor.

4. Springfield police officers assigned to the police substation will provide a visible police presence to the MSU campus area.

5. The Springfield Police Department will investigate all accidents involving MSU and Bearline vehicles within the City of Springfield or on MSU property when requested.

6. The parties expressly agree and stipulate that, notwithstanding any other provision of this agreement to the contrary, the Springfield Police Department reserves and retains the right to temporarily reassign police officers assigned to the police substation to other duties in the following situations:

a. Emergency situations. In cases of emergency, or extraordinary needs for service in other locations the Springfield Police Department reserves and retains the right to utilize those officers assigned to the MSU substation as needed, for the duration of the emergency, including below the minimum staffing noted in Section A.2.A, if needed.

b. Temporary reassignment. Temporary reassignment shall mean reassignment of any of the ten (10) police officer positions to another location other than the MSU substation on a full-time basis. In the event of reassignment, the City expressly agrees to restore the staffing of the police substation to the levels set out in Section A of this agreement as soon as possible in light of existing circumstances. Any temporary reassignment will adhere to the minimum staffing levels agreed to in Section A.2.A.

7. The parties agree and understand that police officers assigned to the police substation will on occasion be absent from their duties as a result of illness, vacation leave, personal leave, funeral leave, compensatory time, training time, court appearances, military leave, and other similar causes of absence. In such cases the existing workload will be assumed by other members of the police substation staff. In the event an absence of any officer assigned to the police substation exceeds fourteen (14) days, the City will review the staffing needs of the police substation and will assign such additional personnel as may be necessary to the effective functioning of the unit depending upon availability of personnel.

8. The parties agree and understand that assignment to the MSU Substation will not penalize assigned employees and will not in any way threaten employment rights, promotional opportunities, training opportunities, or fringe benefits.

9. The Chief of the Springfield Police Department and the MSU President, or their designees, shall be responsible for developing all necessary procedures for the coordination of services between the two agencies.

10. The substation will maintain records which are available to the President (or his designee) to include but not limited to:

- a. Substation payroll records.
- b. Time sheet and detailed billing information sufficient for invoice reconciliation.
- c. Work schedule of substation officers.
- d. Calls For Service data within the designated substation area as defined by this contract.
- e. Appropriate crime statistic information sufficient for Federal Clery reporting.
- f. Provide information consistent with legal restrictions from police reports.
- g. Equipment purchase orders.
- h. Data by city service center.

C. RESPONSIBILITIES OF THE BOARD OF GOVERNORS

1. The Board agrees to provide and maintain a facility mutually deemed suitable by the City and the Board for a police substation, to be located in the MSU campus area as defined in Section B.1. of this agreement. The Board agrees to bear sole responsibility for the cost of operating and maintaining such facility for so long as this agreement is in effect.
2. The Board agrees to pay for services provided by the City in a total amount not to exceed Eight Hundred Seventy-Nine Thousand, Five Hundred Forty- Four Dollars and Eighty-Eight Cents (\$879,544.88) based on the cost projections set forth in Exhibit B and C attached hereto and incorporated herein by reference.
3. The Board agrees to pay the cost of the overtime, uniform allowance, equipment depreciation, transportation, software and training costs of all full-time officers assigned to the substation based on the cost projections set forth in the attached Exhibits B and C, attached hereto and incorporated herein by reference.
4. The City will bill the Board on a monthly basis for law enforcement services provided pursuant to this agreement. The Board shall remit to the city, money owed to the City under the terms of this agreement, on or before thirty (30) days after the date of the invoice, unless there is a dispute regarding the amount of the invoice in which case the parties agree to meet and discuss in good faith the invoice amount.
5. The Board agrees to provide an e-bicycle for each substation officer. The e-bicycle will meet the Springfield Police Department's specifications and will be replaced on a three-year cycle.

D. OTHER TERMS AND CONDITIONS

1. Conflicts. No salaried officer or employee of the City, and no member of the City Council or the Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void.
2. Liability. The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to all actions of its police officers undertaken on the MSU campus. The Board hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. Nothing herein shall be construed to waive any sovereign, official or governmental immunity applicable to either party, its board or council members, officers or employees.
3. Notices. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to the Springfield City Manager, 840 Boonville, Springfield, Missouri 65802, and to the Board of Governors, Missouri State University, 901 South National, Springfield, Missouri 65897. The date of delivery of any notice shall be the date falling on the second full day after the date of its mailing.
4. Jurisdiction. This agreement and every question arising thereunder shall be construed and determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
5. Termination of Agreement. Either party shall have the right to terminate this agreement upon giving written notice of intent to terminate to the other party at least 180 days prior to the date of termination.
6. Failure of Appropriations and Cancellation of Agreement. The parties mutually agree and understand that continuation of this agreement is subject to annual budget appropriations. Subject to the requirements of Section D.5., should the Springfield City Council or the Board fail to appropriate funds to continue staffing of the police substation, this agreement may be terminated by either party as of the last date upon which appropriated funds are available to either or both parties for continuation of staffing under the agreement.
7. Nondiscrimination. The parties agree not to discriminate on the basis of age, sex, religion, disability, race, national origin, ancestry, veteran status, sexual orientation, gender identity, or color, in employment, accommodation or provision of services in carrying out the terms and provisions of this agreement.
8. Term of the Agreement. Subject to all of the foregoing terms and conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2022. Thereafter, the parties may annually renew the Agreement for successive periods under such terms and conditions as may be agreed to at that time. Each addendum or renewal of the Agreement shall be in written form, executed by the Springfield City Manager and the President for MSU, on such terms and conditions as may be agreed to by the City Manager and the President for MSU. Should the term of this contract end without a renewal being timely enacted, parties shall continue to follow these contract terms on a month-to-month basis until such time a new contract can be executed or one of the parties terminates the contract pursuant to Paragraph D.5 above.

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

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

APPROVED AS TO FORM

The Board of Governors of Missouri State University

By: _____
Attorney for Board of Governors

By: _____
President of the University or designee

APPROVED AS TO FORM

The City of Springfield, Missouri

By: _____
City Attorney or designee

By: _____
City Manager or designee

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or his designee

EXHIBIT A MSU CAMPUS MAP

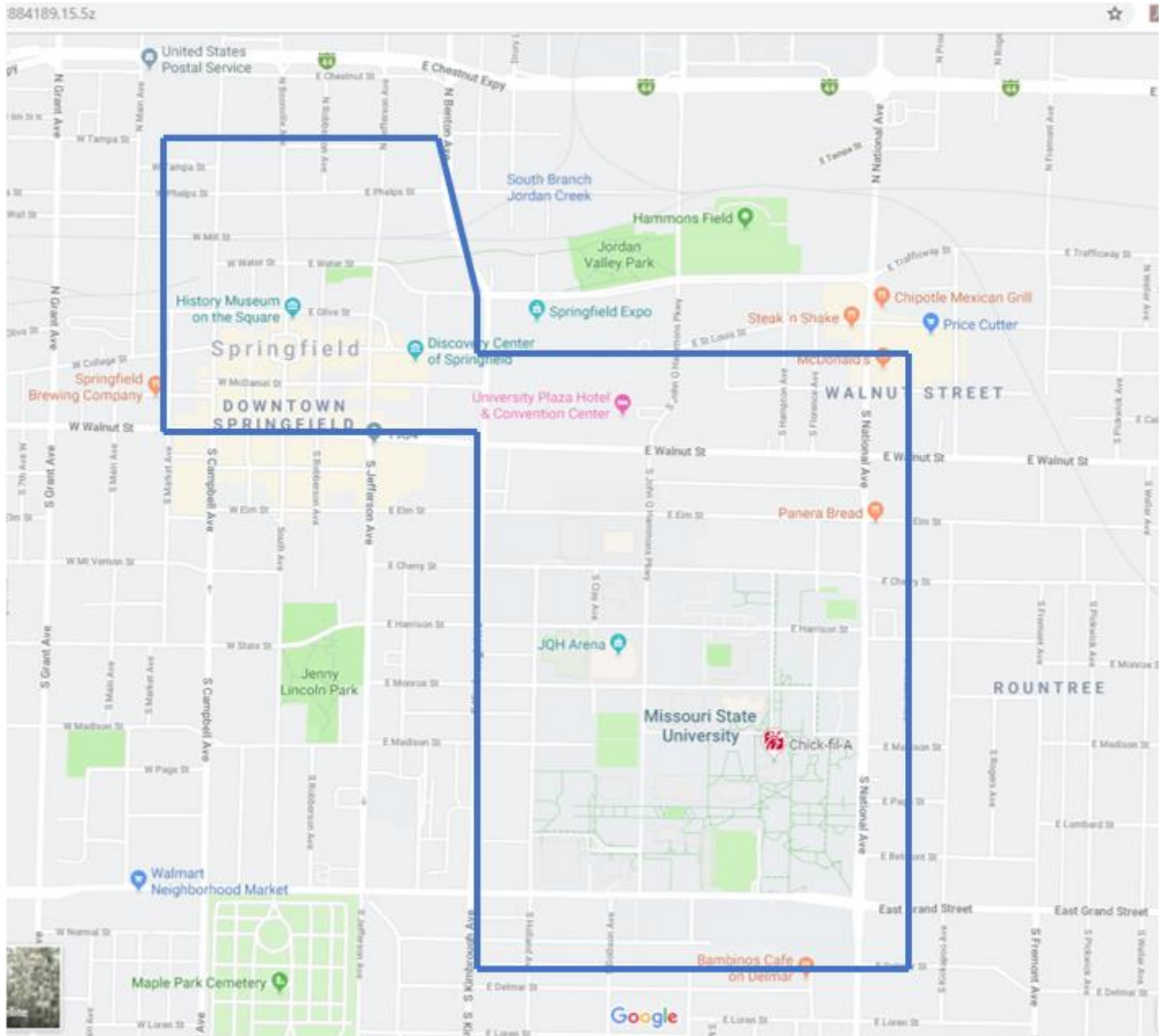


EXHIBIT B
Cost of MSU Substation Account
FY 2021-2022

	Totals
SALARIES / BENEFITS*	
Sergeant (1), Corporal (1), and Officers (8)	
MSU Cost – 80% of Total Cost _____	\$711,658.02
OVERTIME _____	\$106,553.00
Subtotal: _____	\$818,211.02
OVERHEAD:	
UNIFORM ALLOWANCE (10 Officers) _____	\$14,500.00
TRAINING COST _____	\$4,400.00
TRANSPORTATION AND SOFTWARE COST ** _____	\$42,433.86
Subtotal: _____	\$61,333.86
Total Contract Amount _____	\$879,544.88

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

** (See Exhibit C)

EXHIBIT C
MSU Substation Transportation, Equipment and Software Cost
FY 2021-2022

Transportation

	2021	2017	2016	2013
	Ford Interceptor	Ford Explorer	Ford Explorer	Ford Explorer
Purchase cost	48,017.43	\$48,048	\$38,350.00	\$39,274.00
7 Year Depreciation	6,859.63	\$6,864.00	\$5,478.57	Fully Depreciated

Annual Depreciation for all three (3) vehicles	\$19,202.20
Fuel Cost **	\$4,481.38
Maintenance and Repair Cost **	\$6,866.83
Vehicle Subtotal	\$30,550.41

Equipment

Five (5) e-Bikes and Ten (10) Body Worn Cameras

	5 e-Bikes
Purchase Cost Per e-Bike	\$2,874.80
3 Year Depreciation	\$958.27
Annual Depreciation for (5) e-Bikes	\$4,791.35
Bicycle Subtotal	\$4,791.35

	10 Body Worn Cameras
Purchase Cost Per Camera	\$2,551.57
5 Year Depreciation	\$510.31
Annual Depreciation for (10) Body Worn Cameras	\$5,103.10
Body Worn Camera Subtotal	\$5,103.10

Software

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

Total Annual Transportation, Equipment and Software Cost	\$42,433.86
---	--------------------

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

**Figure based on actual and averages for FY21 (July 2020-June 2021). Figures from Fleet Administrator.

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

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

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

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

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

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

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 06-08-21

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-148

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the
2 Springfield Regional Arts Council, Inc., for the purpose of promoting
3 the visual and performing arts in Springfield, Missouri.
4 _____
5

6 WHEREAS, the Springfield Regional Arts Council, Inc. ("Arts Council") is a
7 nonprofit corporation organized to promote the visual and performing arts in Springfield,
8 Missouri by providing facilities and serving as a coordinating agency for various groups,
9 such as Springfield Little Theatre, Springfield Regional Opera, Springfield Ballet,
10 Springfield Symphony Orchestra, Film & Media Association of Springfield, First Friday
11 Art Walk, Springfield Visual Arts Alliance, Springfield Contemporary Theatre, Sculpture
12 Walk Springfield, Any Given Child, Men's Chorus of the Ozarks, and many others; and
13

14 WHEREAS, a portion of the Arts Council's budget comes from the City's
15 collection fee from the hotel/motel gross receipts tax.
16

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

20 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
21 an agreement with the Springfield Regional Arts Council, Inc., said agreement to be
22 substantially in form and content as that document attached hereto and incorporated
23 herein by this reference as "Exhibit A."
24

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

28 Passed at meeting: _____
29

30 _____
31 Mayor
32

33 Attest: _____, City Clerk
34

35 Filed as Ordinance: _____

36

37

38 Approved as to form: , Assistant City Attorney

39

40

41 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 148

FILED 06-08-21

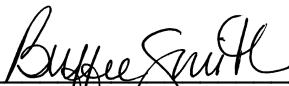
ORIGINATING DEPARTMENT: Finance

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc. ("Arts Council") whereby the Arts Council will receive a share of the City's collection fee from the Hotel/Motel Tax to promote the visual and performing arts in Springfield, Missouri.

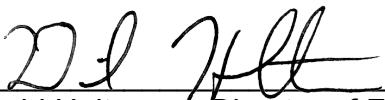
BACKGROUND INFORMATION: The Arts Council is a nonprofit corporation located in the Old Creamery Building in Jordan Valley Park and is organized to promote the visual and performing arts in Springfield, Missouri by providing facilities and serving as a coordinating agency for various groups, such as Springfield Little Theatre, Springfield Regional Opera, Springfield Ballet, Springfield Symphony Orchestra, Film & Media Association of Springfield, First Friday Art Walk, Springfield Visual Arts Alliance, Springfield Contemporary Theatre, Sculpture Walk Springfield, Any Given Child, Men's Chorus of the Ozarks, and many others. A portion of the Arts Council's budget comes from the City's collection fee from the hotel/motel gross receipts tax. The portion of the City's collection fee budgeted for Fiscal Year 2021-2022 is \$45,954.

REMARKS: The Arts Council has a 21-member board and has a full-time Executive Director, Programs/Exhibition Director, Marketing/Development Director, Office & Facility Manager, and a part-time Bookkeeper and Corporate Art Coordinator. In addition, there are several active volunteers who help with major events and projects. The SRAC has developed a solid internship program with local universities. In addition to the Hotel/Motel tax contribution outlined herein, the Arts Council's operations are funded through memberships, festival/event proceeds, grants, and donations.

Submitted by:


Buffee Smith, Contract Administrator

Recommended by:


David Holtmann, Director of Finance

Approved by:

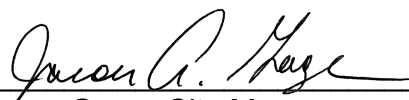

Jason Gage, City Manager

Exhibit A

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 July 1, 2021	TERMINATION DATE JUNE 30, 2022	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 Boonville, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1625 Fax: (417) 864-1030 Attn: David Holtmann, Director of Finance		Springfield Regional Arts Council, Inc. 411 N. Sherman Parkway Springfield, MO 65802 Phone: (417) 862-2787 Fax: (417) 888-2322 Attn: Leslie Forrester	

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Springfield Regional Arts Council, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote the visual and performing arts within the Greater Springfield Missouri area in accordance with the Scope of Services attached as Exhibit 1, and

WHEREAS, the City desires to retain the services of the Contractor to promote the visual and performing arts in the City by providing to Contractor an annual sum equal to a designated share of collection fees of the City from Hotel and Motel gross receipts tax collected by the City under Article V of Chapter 70 of the Springfield City Code.

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

1. **TERM.** The term of this Agreement shall be from July 1, 2021, to June 30, 2022, subject to any changes to which both parties may subsequently assent in writing.

2. **SCOPE OF SERVICES.** The City will engage the services of the Contractor to establish and perform the services described in Exhibit 1, which is attached hereto and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities described in Exhibit 1.

3. **AGREEMENT ADMINISTRATION.** The City designates the City Manager (or their designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the Executive Director of Contractor (or their designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. **FURNISHING INFORMATION.** All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. COPYRIGHTS. The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. Annual Reports: The Contractor shall submit an administrative progress report to the City, on an annual basis, which describes the work performed during the fiscal year. This report shall be submitted within sixty (60) days of the termination of this contract. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. Personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor shall perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence upon contract execution and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made monthly by the City by check solely from City collection fees on hotel/motel gross receipts tax collections under Article V, Chapter 70 of the Springfield City Code received by the City with Contractor's share thereof to be as follows: One-Third of the City's collection fees on the Two and One-Half Cent (2.5 cents) hotel/motel gross receipts tax increase passed by voters in 1998 and Eleven-Twelfths of the City's collection fees on the One Half-Cent (.5 cents) hotel/motel gross receipts tax increase passed by voters in 2004.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor shall cease all work and all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Contractor for City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor.

12. CONFLICTS. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Contractor.

13. RIGHT OF AUDIT.

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been

worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. DISCRIMINATION. 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 any authorized 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 any authorized 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.

15. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise, shall be greater in amount than the total reimbursement under Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. 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.

18. APPLICABLE LAWS. The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. JURISDICTION. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. NOTICES. All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail

(if to Contractor), or by first class mail addressed to City or Contractor at the addresses shown above. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to Contractor) 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 location 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.

21. ENTIRE AGREEMENT. This agreement, including any attachments or exhibits, 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. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. CONTINGENCIES. This Agreement is contingent upon the Contractor maintaining its not-for-profit corporation status as defined by the Internal Revenue Code in Section 501 (c) (6).

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Agreement by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or designee

SPRINGFIELD REGIONAL ARTS COUNCIL, INC.

By: _____

Name & Title: _____

Electronic mail address for notice purpose:

Attest:

Corporate Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee

EXHIBIT 1

The Springfield Regional Arts Council's mission is to transform lives and enrich our Community through the Arts.

Responsibilities include:

- A. Working with the local art agencies, serving as the focal communications point for community relations and providing collaborative opportunities.
- B. Developing and operating the City-owned Creamery Arts Center.
- C. Promoting and supporting the visual and performing arts for local organizations.
- D. Sponsoring festivals as a community and tourism outreach.

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 06-08-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 149

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a grant for outreach
2 from the Missouri Foundation for Health in the amount of \$35,000;
3 entering into necessary agreements to carry out the grant; and
4 amending the budget of the Springfield-Greene County Health
5 Department for Fiscal Year 2020-2021 in the amount of \$35,000, to
6 appropriate the grant funds.
7 _____
8

9 WHEREAS, the City has the opportunity, through the Springfield-Greene County
10 Health Department ("SGCHD"), to accept grant funding of \$35,000, from the Missouri
11 Foundation for Health, for the purpose of expanding the Community Health Advocate
12 program; and
13

14 WHEREAS, the grant calls for the disbursement of funds to the SGCHD in the
15 initial amount of \$31,500, for the hiring of two part-time staff (28 hours/week for 30
16 weeks, the length of the vaccination education and outreach campaign) and final
17 disbursement of \$3,500 upon completion of grant requirements; and
18

19 WHEREAS, an amendment to the budget provided for the SGCHD for Fiscal
20 Year 2020-2021 has been approved and recommended by the City Manager and the
21 Acting Director of Health.
22

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

26 Section 1 – The City Manager, or his designee, is hereby authorized to accept
27 grant funding of up to \$35,000 from the Missouri Foundation for Health for the receipt
28 and use by the SGCHD to enhance outreach, and to do all things necessary to carry out
29 the grant, including the execution of contracts, provided the contract is in a form
30 approved by the City Attorney.
31

32 Section 2 – The budget of the SGCHD for Fiscal Year 2020-2021 is hereby
33 amended in the accounts and in the amounts as shown on Budget Adjustment No.071,
34 a copy of which is attached hereto and incorporated herein by reference as “Exhibit A.”
35

36 Section 3 – City Council finds that the budget adjustment made above has been
37 recommended by the City Manager.
38

39 Section 4 – The City Manager is directed to cause the appropriate accounting
40 entries to be made in the books and records of the City. In the event additional funding
41 is provided under this grant by the grantor, the Finance Director of the City is hereby
42 authorized to adjust this appropriation by an amount not to exceed 20 percent of the
43 total grant sum of \$35,000.
44

45 Section 5 – This Ordinance shall be in full force and effect from and after
46 passage.
47

48
49 Passed at meeting: _____
50

51 _____
52 Mayor
53

54 Attest: _____, City Clerk
55

56 Filed as Ordinance: _____
57

58
59 Approved as to form: Mary Berard, Assistant City Attorney
60

61
62 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021- 149

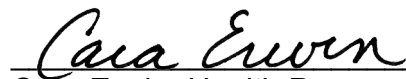
FILED: 06-08-21

ORIGINATING DEPARTMENT: Public Information and Civic Engagement and
Springfield Greene County Health Department

PURPOSE: Authorizing the City Manager, or his designee, to accept a grant from the Missouri Foundation for Health for the purpose of expanding the Community Health Advocate program to equip trusted neighbors (to be hired from within target areas) with reliable information regarding the COVID-19 vaccine, knocking down barriers to access.

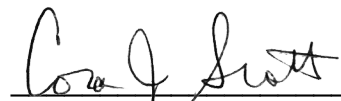
BACKGROUND: With this Missouri Foundation for Health grant, the City and Health Department team will launch a new variation of the successful Community Health Advocate program. Developing trust will be key among disproportionately affected groups—especially among Black, Indigenous, and People of Color (“BIPOC”) communities. These communities have experienced disproportionate adverse effects from COVID-19, and have also faced historic discrimination and inequities from the healthcare system. Advocates will be recognizable faces in their community who can be active collaborators and influencers to address questions, concerns and barriers to vaccination. The program, which we are calling *Finish Strong 417: Neighbor to Neighbor*, will work in conjunction with current plans to take vaccination access into neighborhoods, workplaces (such as for shift workers) and other underserved areas along with aforementioned partners. Working alongside these partners will allow for the City to amplify messages and education to key stakeholders and the public about the COVID-19 vaccine.

Submitted by:



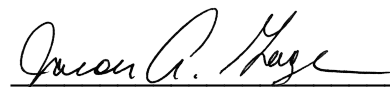
Cara Erwin, Health Program Coordinator

Recommended by:



Cora Scott, Director of Public Information and Civic Engagement

Approved by:



Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
071

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27010	11	59030	416020			\$ 35,000	Missouri Foundation for Health Grant
Net Revenue Adjustment						\$ 35,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27010	11	59030	500130			\$ 35,000	Part-Time staff
Net Expenditure Adjustment						\$ 35,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2020-2021 budget by appropriating grant funds from the Missouri Foundation for Health to expand part-time staffing for the Community Health Advocate program.

Requested By:


Department Head 06/09/21
Date

Approved By:


Director of Finance 06/09/21
Date

City Manager Date

Authorization:

Council Bill No. 2021-149
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 06-08-21

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-150

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a Coronavirus Aid,
2 Relief, and Economic Security Act grant through the U.S. Department
3 of the Treasury and Greene County, Missouri, in the amount of
4 \$434,045.48, for use by the Springfield-Greene County Park Board;
5 and amending the Fiscal Year 2020-2021 budget in the amount of
6 \$434,045.48, for the purpose of appropriating the grant funds.
7
8

9 WHEREAS, Greene County received approximately \$34 million in Coronavirus
10 Aid, Relief, and Economic Security ("CARES") Act funds from the U.S. Department of
11 the Treasury to support local coronavirus response efforts and used those funds to
12 establish grants for coronavirus response; and
13

14 WHEREAS, Greene County awarded the Springfield-Greene County Park Board
15 a grant in the amount of \$434,045.48, to be used only to cover those qualified expenses
16 that are necessary expenditures incurred due to the public health emergency with
17 respect to Coronavirus Disease 2019; and
18

19 WHEREAS, the acceptance of these grants will help to relieve some of the
20 financial burden placed on the City as a result of the coronavirus pandemic.
21

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

25 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
26 accept grant funds in the amount of \$434,045.48, for use by the Springfield-Greene
27 County Park Board for coronavirus response efforts as set forth in "Exhibit A," attached
28 hereto and incorporated herein by this reference, and to do all things necessary to carry
29 out the intent of the grant, including execution of the subrecipient award agreement.
30

31 Section 2 – City Council hereby amends the budget for Fiscal Year 2020-2021 in
32 the accounts and in the amounts as shown on Budget Adjustment No. 072, a copy of
33 which is attached hereto and incorporated herein by this reference as "Exhibit B."

34
35 Section 3 – City Council hereby finds that the budget adjustment made above
36 has been recommended by the City Manager and further finds that the budget
37 adjustment herein is necessary to meet the need for relevant public expenditure.
38

39 Section 4 – City Council hereby directs the City Manager to cause the
40 appropriate accounting entries to be made in the books and records of the City. In the
41 event additional funding is provided under these grants by the grantor, the Director of
42 Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20
43 percent and to do all things necessary to carry out the intent of the grant and additional
44 funding.
45

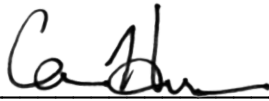
46 Section 5 – This Ordinance shall be in full force and effect from and after
47 passage.
48

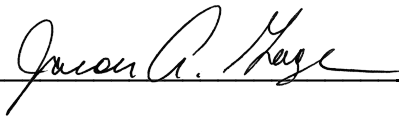
49 Passed at meeting: _____
50

51 _____
52 Mayor
53

54 Attest: _____, City Clerk
55

56 Filed as Ordinance: _____
57

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59 Approved as to form:  _____, Assistant City Attorney
60

61
62 Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021- 150

FILED: 06-08-21

ORIGINATING DEPARTMENT: Finance

PURPOSE: To accept and appropriate the Coronavirus Aid, Relief, and Economic Security ("CARES") Act grant through the US Department of the Treasury and Greene County, Missouri – for the Parks department in the amount of \$434,045.48.

BACKGROUND INFORMATION: The goal of the CARES Act Relief Fund is to promote recovery by funding programs that support the needs of those impacted by the COVID-19 public health emergency. As part of this fund, Greene County received \$34 million to help support local coronavirus response efforts. Greene County accepted applications in five phases including health care and taxpayer supported entities.

Greene County notified the City of the awards in August 2020, and provided the contracts in late September. These are federal grants that will be included in the City's annual single audit under CFDA ("Catalog of Federal Domestic Assistance") number 21.019.

In May, 2021, the County notified the City that additional grant funding was available as part of the original grant award for reimbursement of expenses incurred during the period beginning on March 1, 2020 and ending on December 30, 2020. Eligible expenses would be those incurred during the period that have not yet been reimbursed to the City for the Parks department in response to the COVID-19 public health emergency.

The total grant award of up to \$434,045.48 for the Parks department would include prospective reimbursement for the following categories: Salaries, Operating Supplies, Safety Items, Sanitation, and Sineage.

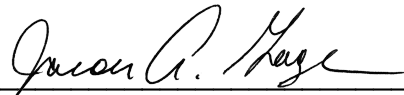
REMARKS: The grant funding for the Parks Department will help to relieve some of the burden placed on the Fiscal Year 2020 - 2021 budget from addressing the COVID-19 pandemic. This includes helping the Parks department to continue to offer facilities and programs safely as we work to restore services coming out of the pandemic environment, including continuing to meet the diverse needs of its citizenry and to provide the essential services that the community has come to expect.

Submitted by:



David Holtmann, Director of Finance

Approved by:



Jason Gage, City Manager



County of **GREENE** State of Missouri

OFFICE OF
CINDY S. STEIN, CPA
Auditor

GREENE COUNTY COURTHOUSE
SPRINGFIELD, MO 65802

June 1, 2021

Dear **City of Springfield - Finance**
Springfield-Greene County Park Board
840 Boonville
Springfield, MO 65806

I am pleased to inform you, additional funding from the Taxpayer Supported Entities reserve has been recommended to the Greene County Commission for approval of qualifying expenses up to the amount of **434,045.48**.

Application # 544R **Amendment** -- **Vendor #** 002169

Carefully review all administrative and financial requirements, instructions, and conditions for reimbursement. To begin processing your recommended reimbursement, submit the following items to my office no later than **June 8, 2021**.

Please submit the following documentation:

- Review, Complete and Sign the form below and then return the full packet to Payment Processor listed below
- Qualifying expenses detailed in the Coronavirus Relief Fund Guidance

We look forward to working with your organization in relief and recovery efforts. Please feel free to contact me via email with any questions or concerns at acrews@greencountymo.gov.

Sincerely,

Greene County Auditor's Office

Please Review, Complete and Sign the form below and then return the full packet to Payment Processor listed below.
 Retain a copy of the entire document, then send the original back via email to acrews@greencountymo.gov
 or by USPS to Greene County Historic Courthouse, 940 N Boonville Ave, Room 210, Springfield MO 65802.

 Greene County Missouri 940 Boonville Springfield MO 65802		SUBRECIPIENT AWARD	
		DATE 06/01/21	
		Award Number 544R	Amendment No. --
SUB-RECIPIENT NAME City of Springfield - Finance - Springfield-Greene County Park Board		SUB-RECIPIENT VENDOR NUMBER 002169	
SUB-RECIPIENT ADDRESS 840 Boonville, Springfield, MO 65806		ISSUING AGENCY Greene County, Missouri	
SUB-AWARD INFORMATION			
PROJECT TITLE: CARES: 20523.8200.825		FEDERAL AWARDING AGENCY US Treasury as created in the CARES Act through the State of Missouri and Greene County Missouri	
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO 21.019		PERFORMANCE PERIOD FROM: March 1, 2020 TO: June 30, 2021	
FEDERAL PASS-THRU AWARD AMOUNT		Qualified expenses up to \$ 434,045.48	
CONTACT INFORMATION			
CARES FUNDING PAYMENT PROCESSOR		SUB-RECIPIENT PROJECT COORDINATOR	
NAME Angie Crews		NAME	
E-MAIL ADDRESS acrews@greencountymo.gov		E-MAIL ADDRESS	
TELEPHONE 417-829-6203		TELEPHONE	
SUMMARY DESCRIPTION OF PROJECT: Support local business community in the wake of the COVID-19 Pandemic Proposed uses of the funds provided under Section 14.435 of SS SCS HCS HB 2014 will be used only to cover those costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Necessary expenditures are defined as expenses that: a. Were not accounted for in the budget most recently approved as of March 27, 2020, and b. Were incurred during the period that begins on March 1, 2020 and ends on June 30, 2021. Funds awarded must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds awarded in this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections for Government Agencies. This award is not for Research and Development and there is no indirect cost rate.			
TYPED NAME AND TITLE OF GREENE COUNTY OFFICIAL Bob Dixon, Greene County Presiding Commissioner		TYPED NAME AND TITLE OF SUB-RECIPIENT AUTHORIZED OFFICIAL	
SIGNATURE OF APPROVING GREENE COUNTY OFFICIAL	DATE	SIGNATURE OF SUB-RECIPIENT AUTHORIZED OFFICIAL	DATE
THIS SUB-AWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUB-AWARD AGREEMENT, THE SUB-RECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.			

Agreement Articles

Article I - Acknowledgement of Federal Funding from Greene County Missouri

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article II - Age Discrimination Act of 1975

All subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article III - Americans with Disabilities Act of 1990

All subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article IV - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All subrecipients who collect PII are required to have a publically available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Personally identifiable information (PII) is defined as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual.

Article V- Civil Rights Act of 1964

All subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article VI - Civil Rights Act of 1968

All subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

Article VII – Copyright

All subrecipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article VIII - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to Greene County Commission award subrecipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Article IX - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article X - Drug-Free Workplace Regulations

All subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article XI - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Article XII - Energy Policy and Conservation Act

All subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article XIII - False Claims Act and Program Fraud Civil Remedies

All subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XIV – Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-428B, item number 17 for additional information and guidance.

Article XV - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, all subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. §2225.

Article XVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

Article XVII - Lobbying Prohibitions

All subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XVIII - Non-supplanting Requirement

All subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XIX - Patents and Intellectual Property Rights

Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

Article XX - Procurement of Recovered Materials

All subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXI - Contract Provisions for Non-federal Entity Contracts under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act, as amended (40 U.S.C 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federal Financed and Assisted Construction”). In accordance with the statute, contracts must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C 3704 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contract and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Article XXII - Terrorist Financing E.O. 13224

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

Article XXIII - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXIV - Trafficking Victims Protection Act of 2000

All subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

Article XXV - Rehabilitation Act of 1973

All subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XXVI - USA Patriot Act of 2001

All subrecipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article XXVII - Whistleblower Protection Act

All subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article XXVIII - Greene County Commission Specific Acknowledgements and Assurances

All subrecipients must acknowledge and agree to comply with applicable provisions governing Greene County Commission and Greene County Auditor access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any compliance review or complaint investigation conducted by Greene County.
2. Subrecipients must give Greene County Commission access to and the right to examine and copy records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary or required by Greene County and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete, and accurate reports to the appropriate Greene County officials and provide appropriate backup documentation to support the reports. Future awards and fund drawdowns may be withheld if these reports are not complete.
4. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the Greene County Commission.
5. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the Greene County Commission. The United States has the right to seek judicial enforcement of these obligations.

Article XXIX - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by CARES funding such assets may be disposed of following policies of sub-sub-recipient. If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Article XXX - Prior Approval for Modification of Approved Budget

Before making any change to the Greene County approved budget for this award, you must request prior written approval from Greene County Commission by requesting a Subaward Adjustment.

Article XXXI – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statute, regulations, and guidance governing the participations of faith-based organizations.

Article XXXII – Acceptance of Post Award Changes

In the event Greene County Commission determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article XXXIII – Other Specific Conditions

1. Applicable law – This agreement shall be construed according to the laws of the State of Missouri.
2. Greene County will not be liable to any subcontractor or vendor for any expenses or liabilities incurred under the sub-award. The sub-recipient shall be solely responsible for the services provided in connection with this Agreement and solely liable to any subcontractor or vendor for all expenses and liabilities incurred under this sub-award. The sub-recipient shall follow all procurement requirements applicable under both Federal and Missouri law, including but not limited to compliance with sections 285.525 to 285.550, RSMo.
3. Indemnification – The sub-recipient shall be responsible for the acts, omissions to acts or negligence of the sub-recipient, its agents, employees and assigns. To the extent allowed by law, and subject to any applicable sovereign immunity, the sub-recipient shall hold harmless and indemnify Greene County including its agents, employees and assigns, from every injury, damage, expense, liability or payment, including legal fees, arising out of any activities conducted by the sub-recipient in connection with or in any way relating to this Agreement.
4. Sovereign Immunity – Greene County its agencies and its subdivisions do not waive any defense of sovereign or official immunity upon entering into this Agreement.
5. The sub-recipient will be responsible to meet the funding requirements set out by the Greene County Commission. Sub-recipient agrees to spend CARES funding as closely as possible to the documentation submitted with the application to the Greene County Commission; deviation from the awarded plan may result in non-payment of requests from CARES funding.
6. Proposed uses of the funds provided under Section 14.435 of SS SCS HCS HB 2014 will be used only to cover those costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Necessary expenditures are defined as expenses that:
 - a. Were not accounted for in the budget most recently approved as of March 27, 2020, and
 - b. Were incurred during the period that begins on March 1, 2020 and ends on December 31, 2020
7. Funds awarded must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds awarded in this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections. This award is not for Research and Development and there is no indirect cost rate.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
072

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22510	16	80010	416010	102835	00000	\$ 434,045.48	CARES Act - Greene County - Parks
Net Revenue Adjustment						\$ 434,045.48	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22510	16	80010	500110	102835	00000	\$ 342,850.74	Parks Salaries
22510	16	80010	501290	102835	00000	91,194.74	Supplies and Services
Net Expenditure Adjustment						\$ 434,045.48	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2020-2021 budget and appropriate funds from Coronavirus Aid, Relief, and Economic Security (CARES) Act grant through the US Department of the Treasury and Greene County for the COVID-19 public health emergency for the Parks Department.

Requested By:


Department Head 06/09/21
Date

Approved By:


Director of Finance 06/09/21
Date

Authorization:

Council Bill No. 2021-150
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 06-08-21

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-151

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 2, 'Administration,' Article V,
2 'Departments,' by adding a new Division 6, 'Department of Economic
3 Vitality,' to create the Department of Economic Vitality; amending the
4 Springfield City Code Chapter 2, Section 2-92, known as the Salary
5 Ordinance by adding one new job title of 'Director of Economic Vitality'
6 to the Department Head Series salary schedule; and amending the
7 Fiscal Year 2021 – 2022 budget of the City to add one full-time
8 equivalent position to the Department of Economic Vitality.
9 _____

10
11 WHEREAS, economic vitality is a primary City Council priority; therefore, the City
12 Manager recommends the establishment of a Department of Economic Vitality within the
13 City's organizational structure; and
14

15 WHEREAS, creation of the Department of Economic Vitality will formally separate the
16 City's current economic development function from the Planning and Development
17 Department, which should eliminate any confusion regarding the facilitative and recruitment
18 role of economic development and the Planning and Development Department's regulatory
19 role applied through local zoning laws; and
20

21 WHEREAS, the newly created Department of Economic Vitality Department will
22 continue to carry out the same role Economic Development did in prior years and will be
23 the primary department for professional, technical, and management responsibilities,
24 activities, and initiatives related to economic development; and
25

26 WHEREAS, the Department of Economic Vitality's primary objectives will be to
27 encourage reinvestment and quality economic growth, coordinate significant
28 development projects that impact the community's tax base, retain and facilitate
29 expansion of existing businesses, promote entrepreneurship, and attract new
30 businesses by fostering a positive business environment and to work closely with the
31 City's quality of place initiatives and regional economic development partners to
32 leverage resources and enable the City to be attractive to quality business investment.
33

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

36
37 NOTE: Added language is underlined, deleted language is ~~stricken~~.

38
39 Section 1 – The Springfield City Code Chapter 2, ‘Administration,’ Article V,
40 ‘Departments,’ is hereby amended to add a new Division 6, ‘Department of Economic
41 Vitality,’ to create the Department of Economic Vitality which shall read as follows:

42
43 DIVISION 6. – DEPARTMENT OF ECONOMIC VITALITY

44
45 Sec. 2-360. – Director – Appointment and qualifications.

46
47 There shall be a Department of Economic Vitality whose director shall be known as the
48 Director of Economic Vitality. The City Manager shall appoint the Director of Economic
49 Vitality who shall be selected upon the basis of training, qualifications, abilities, and
50 experience in the area of economic and community development.

51
52 Sec. 2-361. – Powers and duties of director.

53
54 The Director of Economic Vitality shall have authority and be required to:

- 55
56 (1) Plan, organize, and lead the City’s economic and community development
57 activities.
58
59 (2) Serve as principal advisor and liaison to City Council, City boards and
60 commissions, and City staff and officials regarding economic and community
61 development issues.
62
63 (3) Direct initiatives and activities to facilitate local business attraction,
64 expansion, and retention, including incentive awareness, conducting
65 business evaluations/surveys, and providing general economic development
66 assistance.
67
68 (4) Negotiate complex development agreements and prepare incentive
69 packages for priority developments.
70
71 (5) Initiate and assist in the application for federal or state grants and loans for
72 economic development projects in the City and perform follow-up to assure
73 compliance with regulations.
74
75 (6) Serve as the primary liaison for the City with the state legislature and federal
76 Congressional delegation on economic development legislation issues.

(7) Coordinate the review of significant development plans, zoning actions and subdivision proposals for consistency with the City's economic and community development policies.

(8) Perform such other duties as may be required by other ordinances of the City, by law, or by the City Manager.

Sec. 2-362. – Transfer and duties of personnel.

The Director of Economic Vitality shall oversee the performance of the duties previously performed by the Economic Development division of the Department of Planning and Development. These duties, and the employee positions within the former economic development division of the Department of Planning and Development, are hereby assigned and transferred to the Department of Economic Vitality and such divisions, if any, of said department as the Director and City Manager may agree upon. Positions within the Economic Development division of the Department of Planning and Development shall be transferred to the Department of Economic Vitality pursuant to Merit Rule 10.2.

The Department of Economic Vitality shall be created effective July 4, 2021.

Section 2 – Chapter 2, Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' relating to salary rates and pay grades for various job titles within the City service as contained in the Department Head Series ("DHS") salary schedule, is hereby amended by adding the following job title:

Classification	Grade
<u>Director of Economic Vitality</u>	<u>Unclassified</u>

Section 3 – The Fiscal Year 2021-2022 budget of the City of Springfield is hereby amended by adding one full-time equivalent ("FTE") position of Director of Economic Vitality, DHS – Unclassified to the Department of Economic Vitality.

Section 4 – City Council finds that the budget adjustment made above has been recommended by the City Manager, and the City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 5 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired, or liability incurred nor any cause or causes of action occurred or existing, under any act or

ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 6 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 7 – This Ordinance shall be in full force and effect immediately upon adoption.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewaden, City Attorney

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

EXPLANATION TO COUNCIL BILL 2021- 151

FILED: 06-08-21

ORIGINATING DEPARTMENT: City Manager

PURPOSE: To amend Chapter 2, Section 2-92 of the Springfield City Code, known as the Salary Ordinance relating to salary rates and pay grades for Department Head (“DHS”) pay schedule, by making provision for one new job title; creating the Department of Economic Vitality; and establishing an effective date for said amendments.

BACKGROUND: Economic Vitality is a primary City Council priority; therefore, the City Manager is recommending the establishment of an Economic Vitality Department within the City’s organizational structure. Creation of the Department of Economic Vitality will formally separate the City’s current economic development function from the Planning & Development Department. The purpose in doing so is to eliminate any confusion regarding the facilitative and recruitment role of economic development from the Planning and Development Department’s regulatory role applied through local zoning laws.

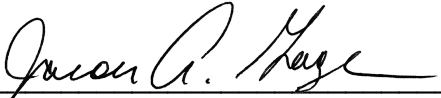
The newly created Economic Vitality Department will continue to carry out the same role as in prior years. However, it will now retain the full emphasis of the City Council’s Economic Vitality priority. The Department will be the primary department for professional, technical, and management responsibilities, activities, and initiatives related to economic development. This department’s primary objectives are to encourage reinvestment and quality economic growth, coordinate significant development projects that impact the community’s tax base, retain and facilitate expansion of existing businesses, promote entrepreneurship, and attract new businesses by fostering a positive business environment. Certainly, creating and retaining quality jobs to increase the local tax base and the overall quality of life for the citizens of Springfield is a major emphasis. This Department will also work closely with the City’s quality of place initiatives emphasis and our regional economic development partners to leverage resources and enable the City to be attractive to quality business investment.

With the establishment of this new Department, a new full-time equivalent (“FTE”) position is recommended to establish the job title of Director of Economic Vitality, a department head-level position, for inclusion in the DHS salary schedule with other department heads.

REMARKS: The recommendations and explanations contained herein are consistent with Council’s priorities and policies, including the objectives contained in the Council’s Economic Vitality priority as well as complementing the Quality of Place priority. Funding for the implementation of these changes is in the proposed FY22 budget with a cost of \$163,300 being allocated for the salary and benefits costs associated with the FTE.

It is respectfully requested that Council give consideration and approval to these changes.

Submitted and Approved by:



Jason Gage,
City Manager

One rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 06-08-21

Sponsored by: Romine

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021 - 152

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the Second Amendment to the Collective Bargaining Agreement by and
2 between the City and the International Brotherhood of Electrical
3 Workers, Local No. 753 affiliated with the AFL-CIO, the Exclusive
4 Representative of a certain Bargaining Unit within the Crafts, Trades and
5 Labor ("CTL") Employee Group; and authorizing the City Manager, or his
6 designee, to execute and deliver the Second Amendment on behalf of
7 the City to the Exclusive Representative.
8 _____
9

10 WHEREAS, the City of Springfield, Missouri (the "City") has an established
11 framework for certain City employees to engage in collective bargaining, and this
12 established framework is set forth in Springfield City Code Section 2-94; and
13

14 WHEREAS, the City recognizes the International Brotherhood of Electrical
15 Workers, Local No. 753 affiliated with the AFL-CIO ("IBEW Local No. 753") as the sole
16 collective bargaining representative of a bargaining unit consisting of certain
17 classifications in the Crafts, Trades and Labor ("CTL") Employee Group and Salary
18 Schedule (the Bargaining Unit) via Certification of Representation by the State Board of
19 Mediation; and
20

21 WHEREAS, the City and IBEW Local No. 753 are the parties to a certain
22 Collecting Bargaining Agreement effective July 1, 2019 which was previously amended
23 by First Amendment on December 22, 2020 (collectively, "The CTL Collective
24 Bargaining Agreement"); and
25

26 WHEREAS, the City established a team (the "City's team") for the purposes of
27 bargaining as the exclusive agent for the City for collective bargaining; and
28

29 WHEREAS, the City's team met with IBEW Local No. 753 and conferred and
30 discussed wages, benefits, and other terms and conditions of employment in order to
31 reach a mutually satisfactory proposed Second Amendment to The CTL Collective
32 Bargaining Agreement; and
33

34 WHEREAS, the City's team and IBEW Local No. 753 reached an agreement on
35 the Second Amendment to The CTL Collective Bargaining Agreement and submit the
36 proposed Second Amendment to City Council for consideration and approval.
37

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

41 Section 1 – The Second Amendment to The CTL Collective Bargaining
42 Agreement, by and between the City and IBEW Local No. 753, attached hereto and
43 incorporated herein by reference as "Exhibit 1," has been reviewed and considered by
44 City Council.
45

46 Section 2 – City Council hereby approves entering into the Second Amendment
47 to The CTL Collective Bargaining Agreement as a final and binding Second Amendment
48 to The CTL Collective Bargaining Agreement between the City and IBEW Local No.
49 753.
50

51 Section 3 – City Council hereby authorizes and directs the City Manager, or his
52 designee, to execute and deliver the Second Amendment to The CTL Collective
53 Bargaining Agreement to IBEW Local No. 753 and such other documents as may be
54 necessary or desirable to carry out and comply with the intent of this Ordinance.
55

56 Section 4 – This Ordinance shall be in full force and effect immediately after its
57 adoption by City Council.
58

59 Passed at meeting: _____
60

61 _____
62 Mayor
63

64 Attest: _____, City Clerk
65

66 Filed as Ordinance: _____
67

68 Approved as to form: Rhonda Lewsader, City Attorney
69

70 Approved for Council action: Jason A. Hage, City Manager
71
72

EXPLANATION TO COUNCIL BILL 2021- 152

FILED: 06-08-21

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve the Second Amendment of the Collective Bargaining Agreement, between the City and the International Brotherhood of Electrical Workers, Local 753 (IBEW Local No. 753), the Exclusive Representative for a Bargaining Unit consisting of certain classifications in the Crafts, Trades and Labor Employee Group and Salary Schedule; and to authorize the City Manager, or his designee, to execute and deliver the Second Amendment on behalf of the City to the IBEW Local No. 753.

BACKGROUND: In light of Missouri Supreme Court rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code Section 2-94, the City entered into collective bargaining with the IBEW Local No. 753, the Exclusive Representative for a Bargaining Unit consisting of certain classifications in the Crafts, Trades and Labor Employee Group and Salary Schedule. The current agreement was entered into on July 1, 2019, and was previously amended on December 22, 2020, and is being amended. The attached "Exhibit 1," reflects the Second Amendment to the Collective Bargaining Agreement and amends Article XV – 'Wages.' This Second Amendment to the agreement was reached voluntarily through the collective bargaining process. The Second Amendment is to be effective as of the date of execution by the parties.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies.

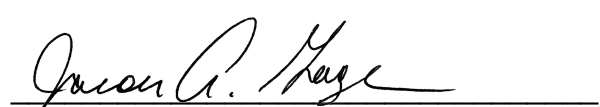
It is respectfully requested that City Council approve this Second Amendment to the Collective Bargaining Agreement with an effective date as of the date of execution by the parties.

Submitted by:



Darla Morrison,
Director of Human Resources

Approved by:



Jason Gage,
City Manager

Exhibit 1

SECOND AMENDMENT TO ARTICLE XV – WAGES OF THE COLLECTIVE BARGAINING AGREEMENT

THIS SECOND AMENDMENT to Article XV of THE COLLECTIVE BARGAINING AGREEMENT BETWEEN: THE CITY OF SPRINGFIELD, MISSOURI AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO LOCAL UNION NUMBER 753 (IBEW) (the “Second Amendment”) is between The City of Springfield, Missouri (“the City”), and the IBEW.

WHEREAS, the City and IBEW are parties to a certain Collective Bargaining Agreement effective July 1, 2019 regarding a certain bargaining unit within the Crafts, Trades and Labor (“CTL”) Employee Group which was previously amended by First Amendment on December 22, 2020 (collectively, the “CTL Agreement”); and

WHEREAS, the City and IBEW wish to amend a certain provision of the CTL 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 CTL Agreement as hereinafter provided:

1. Effective as of the date of execution by the parties, Article XV – Wages, of the CTL Agreement, is hereby deleted in its entirety and the following is inserted in its place:

ARTICLE XV – WAGES

The Fiscal Year 2022 economic package for the Bargaining Unit (“economic package”) includes the following:

- (a) Effective July 1, 2021, the City will fund the Merit Steps for all Salary Grades within the Bargaining Unit contained in the Crafts, Trades and Labor Schedule (CTL) pay schedule.
- (b) Effective July 4, 2021, with a corresponding pay date of July 22, 2021, the City will increase the current top step (Step 9) by two and fifty-five hundredths percent (2.55%) for all Salary Grades within the Bargaining Unit contained in the Crafts, Trades, and Labor Schedule (CTL) pay schedule.

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

THE CITY

By: _____
Jason Gage, City Manager

Date: _____

IBEW

By: _____
Tony Parrish, IBEW Business Manager

Date: _____

One-rdg. _____
P. Hrngs. _____
Pgs. 37
Filed: 06-08-21

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021 - 153

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a Collective Bargaining Agreement by and between the City and the
2 International Brotherhood of Electrical Workers, Local No. 753 affiliated
3 with the AFL-CIO, the Exclusive Representative of a certain Bargaining
4 Unit consisting of limited employees within the Professional,
5 Administrative, and Technical ("PAT") Employee Group; and
6 authorizing the City Manager, or his designee, to execute and deliver
7 the Collective Bargaining Agreement on behalf of the City to the
8 Exclusive Representative.
9 _____

10
11 WHEREAS, the City of Springfield, Missouri, (the "City") has an established
12 framework for certain City employees to engage in collective bargaining, and this
13 established framework is set forth in Springfield City Code Section 2-94; and
14

15 WHEREAS, the City recognizes the International Brotherhood of Electrical
16 Workers, Local No. 753 affiliated with the AFL-CIO ("IBEW") as the sole collective
17 bargaining representative of the limited group of employees within the Professional,
18 Administrative, and Technical ("PAT") Employee Group listed on the Amended
19 Certification issued by the State Board of Mediation on June 1, 2021 in Public Case
20 10519.000 (the Bargaining Unit); and
21

22 WHEREAS, the City established a team (the "City's team") for the purposes of
23 collectively bargaining as the exclusive agent for the City; and
24

25 WHEREAS, the City and IBEW have not previously negotiated or entered into
26 any collective bargaining agreement regarding the Bargaining Unit; and
27

28 WHEREAS, the City's team met with IBEW and conferred and discussed wages,
29 benefits, and other terms and conditions of employment in order to reach a mutually
30 satisfactory Collective Bargaining Agreement; and
31

32 WHEREAS, the City's team and IBEW reached an agreement on a Collective
33 Bargaining Agreement and the City's team submits the proposed Collective Bargaining
34 Agreement to City Council for consideration and approval.
35

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

39 Section 1 – The Collective Bargaining Agreement, by and between the City and
40 IBEW, attached hereto and incorporated herein as "Exhibit 1," has been reviewed and
41 considered by City Council.
42

43 Section 2 – City Council hereby approves entering into the Collective Bargaining
44 Agreement attached hereto and incorporated herein by reference as "Exhibit 1" as a
45 final and binding Collective Bargaining Agreement between the City and IBEW.
46

47 Section 3 – City Council hereby authorizes and directs the City Manager, or his
48 designee, to execute and deliver the Collective Bargaining Agreement to IBEW and
49 such other documents as may be necessary or desirable to carry out and comply with
50 the intent of this Ordinance.
51

52 Section 4 – This Ordinance shall be in full force and effect immediately after its
53 adoption by the City Council.
54

55
56 Passed at meeting: _____
57

58 _____
59 Mayor
60

61 Attest: _____, City Clerk
62

63 Filed as Ordinance: _____
64

65
66 Approved as to form: Rhonda Lewaden, Assistant City Attorney
67

68
69 Approved for Council action: Jason R. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021-153

FILED: 06-08-21

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve a Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO ("IBEW"), the Exclusive Representative of the limited group of employees within the Professional, Administrative, and Technical Employee Group listed on the Amended Certification issued by the State Board of Mediation on June 1, 2021, in Public Case 10519.000 (the Bargaining Unit).

BACKGROUND: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, the City entered into collective bargaining with the IBEW, the exclusive representative of the Bargaining Unit. The agreement attached to the Council bill as "Exhibit 1," reflects all agreements reached voluntarily through the collective bargaining process. The agreement is to be effective as of the date of execution by the parties and valid through June 30, 2024.

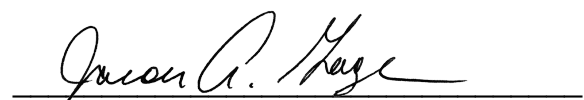
REMARKS: The recommendations and explanations contained herein are consistent with Council's policies. It is respectfully requested that City Council approve the Collective Bargaining Agreement with an effective date as of the date of execution by the parties.

Submitted by:



Darla Morrison
Director of Human Resources

Approved by:



Jason Gage
City Manager

Exhibit 1

Collective Bargaining Agreement Between:

The City of Springfield, Missouri

and

International Brotherhood of Electrical
Workers AFL-CIO Union Number 753,
Exclusive Representative of Limited
Employees in the Professional,
Administrative, and Technical (PAT)
Employee Group

Effective Date: July 1, 2021

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Article I: Collective Bargaining Agreement

This Collective Bargaining Agreement (CBA) sets forth the results of completed negotiations between the City of Springfield, Missouri ("City") and the Bargaining Unit (as defined in Article VI) within the Professional, Administrative, and Technical (PAT) which is represented by the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO ("Union").

Article II: Purpose of Agreement

The City and the Union desiring to define their respective rights, duties, and obligations concerning wages, hours, rules, and other conditions of employment, for certain employees of the City, have agreed that this Agreement records the results of completed negotiations.

Article III: Efficiency and Loyalty

The City and the employees recognize that public acceptance of our performance and service is paramount for harmonious community relations. The employees and the public have an obligation to each other since economic and social well-being of the community is in part dependent upon the public works services furnished by the City. The City, the employees, and the community will benefit by attempting to settle differences by a balanced best interest approach.

Article IV: Severability

If any provision of this Agreement is in violation of or conflicts with any City Ordinance, the City Charter, or any State or Federal law now in effect or hereinafter to become effective, the remainder of the Agreement shall not be affected thereby.

However, the parties agree to meet as soon as possible and negotiate a replacement clause for that portion determined to be in violation of City Ordinance, State, or Federal law.

Article V: Equal Employment Opportunity /ADA/FMLA

The parties recognize the need for compliance with applicable state and federal law, including but not limited to, the Americans with Disabilities Act (ADA) and the Family & Medical Leave Act of 1993 (FMLA).

The City and the Union will not discriminate against any employee or applicant for employment because of age, sex, race, creed, color, status as a qualified individual with a disability, religion, sexual orientation, gender identity, status as a protected veteran, or national origin, including any obligation to reasonably accommodate a qualifying disability under the ADA.

In addition, neither the City nor the Union shall interfere with the right of employees covered by this CBA to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Article VI: Duration and Termination

This CBA shall take effect as of July 1, 2021, and shall continue in full force and effect to and including June 30, 2024, and the City and the Union shall meet at least ninety (90) days prior to its expiration date to negotiate a successor agreement. Over the course of the re-negotiation period, the parties agree to meet in good faith with the intent to reach an agreement.

This CBA shall remain in effect during the negotiations for a new agreement. In the event no agreement is reached by the end of the contract period, the agreement shall remain in full force and effect until such time as the parties enter into a new agreement.

It is understood that changes mutually agreed to in writing by the authorized representatives of the parties may be made at any time provided that the same is ratified by the Union and City Council if required.

Article VII: Recognition

Definition of Bargaining Unit. As certified by the Missouri State Board of Mediation on April 6 2017, and as further understood by the parties to this CBA, the Unit described below employed by the City of Springfield Missouri, selected Local 753 International Brotherhood of Electrical Workers, AFL-CIO, as their exclusive bargaining representative in Public Case No. R 2017-012.

Bargaining Unit: All classifications shown on the inclusions list certified as of April 6 2017, by the State Board of Mediation (and any subsequent additions or changes thereto) working in the City of Springfield Environmental Services and Public Works Departments on the Professional Administrative & Technical (PAT) salary schedule; excluding all classifications at the City not shown on the certification, including exclusion of, all probationary, contract, provisional, emergency and temporary employees of the City; all employees on the Professional, Administrative & Technical (PAT) salary schedule, including supervisory employees, not listed on the certification; and all employees of the LES, FPS, DHS and CTL (union and non-union) Employee Groups and Salary Schedules of the City. The Bargaining Unit shall also incorporate any future changes to the definition of bargaining unit that are certified by the State Mediation Board.

The classifications included in the certification at the time of this Agreement are as follows:

Environmental Services:

Assistant Wastewater Video Technician
Collection Center Technician
Inflow & Infiltration Technician
Maintenance Engineering Technician
Plant Operator Trainee
Plant Operator II
Plant Operator III
Senior Street & Sewer Const. Inspector
Senior Inflow & Infiltration Technician
Wastewater Video Technician

Public Works:

Mapping & Reprographics Technician
Senior Street & Sewer Const. Inspector
Signal Crew Worker
Signal Technician
Street & Sewer Const. Inspector
Traffic Technician I
Traffic Technician II
Senior Signal Technician

Water Pollution Control inspector II

Collection System Monitoring Technician

The City recognizes the Union as the exclusive bargaining representative of all employees within the Bargaining Unit. This Agreement shall be binding upon the City of Springfield, MO and upon all employees in the above designated Bargaining Unit.

Article VIII: Union Security – Checkoff

Section 1. New Hires

In early February and in early August, the City will provide a report to the Union containing the names of all employees hired into positions that will fall within the Bargaining Unit once the applicable probationary period has ended. In addition to the name of each such employee, the list will also include the employee number, job classification, salary grade, and department that the employee is assigned to. Additionally, as part of its new hire process, the City will provide to new hires, whose position will fall within the bargaining unit once an applicable probationary period has ended, a document provided by the Union and mutually agreed upon by the City, stating that absent instruction from the new hire, the City will share his or her address with the Union.

Section 2. Dues Deduction

Employees in the Bargaining Unit may authorize payroll deductions for the purpose of paying Union dues. Upon the Union providing an employee's appropriate written authorization to the City, the City will deduct from the employee's paycheck, bi-weekly (or every other week), Union dues, in a specific dollar amount of dues in effect at that time. The written authorization shall be on a form or forms mutually agreed upon and shall be fully filled out and properly executed by the employee prior to the Union providing said authorization to the City of an authorized dues deduction. The City agrees that it shall accept the dues authorization in either hard copy or electronic format. The current agreed to written authorization is attached to this Agreement as Exhibit A. The Union shall also provide to the City a spreadsheet, mutually agreed to, summarizing the authorized deductions in a specific dollar amount for each employee.

In early February and in early August, the City will provide a report to the Union containing the names of all employees currently within the Bargaining Unit, their employee number, current job classification, pay rate, and salary grade.

If the Union presents the City with information setting forth different amounts to be withheld for dues, and that information is provided by the fifteenth (15th) day of the preceding calendar month, then the City will change the specific dollar amount of dues to be deducted during the first payroll of March and September.

An employee may begin having dues deducted at the beginning of any calendar month provided that the City receives the appropriate written authorization described herein by the fifteenth (15th) day of the preceding calendar month, and provided that the Union notifies the City of the

specific dollar amount of dues in effect at that time and includes the specific dollar amount on the dues deduction form.

An employee who is paying Union dues pursuant to a written authorized deduction by the employee as of the date of this Agreement, or who begins to pay Union dues pursuant to a written authorized deduction thereafter, shall continue to do so unless revoked by written notification from the employee to the Union. The Union will indemnify, defend and hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability or cost, including attorney fees that may arise out of or be the reason of action taken by the City in making payroll deductions.

No employee shall be discharged or discriminated against by the City or the Union because of the exercise of his or her freedom to join or refrain from joining the Union; nor shall any person or group of persons, by intimidation or coercion, compel or attempt to compel any employee to join or refrain from joining the Union.

Article IX: No Strike – No Lockout

It is agreed that during the life of the Agreement there shall be no lockout on the part of the City and no strike, work stoppage, concerted sick leave action, slowdown, or other interruption of work on the part of the Union, or employees within the Bargaining Unit, during the term of this Agreement.

The Union and the employees within the Bargaining Unit will not encourage, sanction, or approve any strike, work stoppage, concerted sick leave action, sympathetic action, slowdown or other interruption of work during the life of this Agreement. On the contrary, upon written notification by the City, the Union will actively discourage any job action (including strikes, work stoppages, sick leave action, sympathetic action, slowdowns, or other interruptions of work), and will within three (3) hours of written notice from the City, confront any members engaged in any overt or threatened display of such job action, state to the employees (with a written copy of said notice provided to the City), that such job action is unauthorized, and inform said members that they may be subject to disciplinary action by the City.

Article X: Management Rights

The City retains all rights with respect to decisions and actions affecting the operation and management of the City. Within the scope of authority delegated by the City, Management rights shall include but not be limited to, the right to:

- A. Hire, promote, transfer, assign, suspend, demote, and discipline, up to and including discharge for just cause, provided the same is conducted in accordance with the Merit Rules and City Charter;
- B. To increase or decrease the work force;
- C. To determine and implement the methods, means, personnel, and schedules by which the efficiency of the City's operations are to be maintained;
- D. To establish, revise, and implement safety and health standards;
- E. It is the general policy of the City to continue to utilize Bargaining Unit employees to perform work they presently perform. If, in the interest of improved operations, the City wishes to transfer bargaining unit work outside of the bargaining unit, it shall notify the Union in advance and meet and discuss with the Union alternatives to the proposed removal of bargaining unit work. Subject to the foregoing, the City may transfer work after discussing it with the Union if the City determines that no other reasonable alternatives exist;
- F. To discontinue any and all parts of its operations;
- G. To transfer work within the Bargaining Unit;
- H. To determine the need for additional educational courses, training programs, on-the-job training, and cross training, and implementation of same;
- I. Assign any employees to such duties (subject to sufficient qualifications) for such time period as Management deems necessary;
- J. To establish, eliminate or modify new or existing job classifications and job descriptions;
- K. Adopt and enforce any rules, regulations, policies, and procedures governing the conduct of its work force; provided, however, such rules, regulations, policies, and procedures shall be uniformly and equitably enforced;
- L. To require employees to receive an FDA approved, Covid-19 vaccination as a condition of continued employment, provided that exceptions shall be provided for employees with

valid medical reasons for not taking the vaccine or who have a sincerely held religious belief that prevents the employee from receiving the vaccine. Should the City decide that it intends to exercise this management right, it will first notify the Union and meet and discuss with the Union to discuss the proposed action as well as any possible alternatives. This management right shall sunset as of June 30, 2022. However, the City shall have the right to negotiate the re-inclusion of this management right at any future negotiations, including wage reopeners.

- M. None of the foregoing expressed rights of Management are to be exercised in contradiction to the other parts of this Agreement.

The Union recognizes the Merit Rules and Administrative Memorandums issued by the City Manager, the "Salary Ordinance," other City Ordinances, and the City Charter of the City of Springfield in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of any provisions expressly identified within this CBA. The Union further recognizes Department Policies & Procedures in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of any provisions expressly identified within this CBA.

If the City makes changes to the Merit Rules, Salary Ordinance, other City Ordinances, the Charter, or policies that impact the wages, hours, and working conditions of the bargaining unit, these changes shall be subject to impact bargaining.

Article XI: Union Stewards and Representation

Section 1. Union Stewards

The City recognizes the right of the Union to designate Stewards under the terms of this Agreement. The City agrees to recognize up to four (4) employees within the Bargaining Unit to serve as Stewards. The Steward, as a representative of the Union, shall be instructed as to the nature of their responsibilities both in representing the employees to the City and in interpreting the provisions of this Agreement to the employees. There shall be no discrimination by the Employer against the Stewards because of their performance of duties as Steward.

Stewards shall perform their functions on non-working time whenever possible. However, the parties recognize this will not always be possible or desirable. When circumstances compel that the Steward perform their functions on working time, they will do so in such a manner as not to unreasonably conflict with either their own duties or the duties of others. In all cases, during working hours, the Steward shall inform the Department Head of where they are going and the grievance which is involved and obtain permission before leaving their own work assignment or interrupting the work of another employee. Any steward acting as a member of the bargaining unit's observer during that member's grievance or disciplinary hearing, shall not be required to use personal leave provided that the amount of time spent for such activities does not exceed four (4) hours per month. For any additional time needed per month, the use of personal leave by the employee shall be required.

Stewards may be called upon to attend Steward training which may require their absence from duty with the City. Any Steward may be allowed up to eight (8) hours per calendar year to attend any such training provided that the full eight hours occurs in one day; the Steward provides at least seven (7) calendar days' notice; and provided that permission is granted by a proper representative of the City. Any such absence will be without pay. The Union recognizes that a Steward's absence may have a detrimental impact on the ability of a City crew to perform work functions, and therefore, the Union agrees to schedule Steward training outside of normal work hours when reasonably possible.

Section 2. Payment During Negotiations

The City shall pay no more than four (4) employees, as designated by the Union, during negotiations. The Union shall bear the responsibility of compensating any additional employees it wishes to have attend negotiations. Additionally, if the Union wishes to have more than four employees participate, the Union agrees it will confer with the City and mutually agree to any number in excess of four employees so that operations are not effected.

Any employee attending a negotiation session shall request and receive permission from their supervisor before attending. Payment for all negotiations or discussions will be for normal scheduled pay only and such hours shall not be included for overtime purposes.

The employee will normally be paid for negotiations on the basis of up to one-half (1/2) hour before the scheduled start of any session and continuing up to one-half (1/2) hour following the end of any session, less any meal times taken during any session, but in no event for more than six (6) hours per day and then only for such part falling within the employee's normal work day.

Article XII: Union Representatives and Bulletin Boards

Section 1. Access to Premises

Authorized representatives of the Union shall have reasonable access to the work locations of the City before or after shifts, or during non-working hours, provided such access does not interfere with the efficient operation of the City, and the Director of Human Resources is notified of entry to the work locations.

Section 2. Bulletin Board

The City shall provide bulletin boards at mutually agreed to locations in areas accessible to all members for the purpose of posting Union notices and other relevant information. Any and all postings shall comply with any and all City notices, memorandums, policies, or rules, related to appropriate and acceptable content as issued by the City, and as may be amended from time to time.

Article XIII: Labor-Management Meetings

The Union and the City mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held from time to time between the Union and the City. Such meetings will be held up to four (4) times per year. Should either party desire a meeting, it should request a meeting at least seven (7) days in advance, and the meeting shall be held at a time so as to not negatively impact work activity and efficiency. Regardless, should a matter of significance arise that both parties mutually agree warrants a special meeting, a special meeting will be held.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed at labor-management meetings.

Up to two (2) stewards appointed by the Union, and knowledgeable in the respective area to be discussed, may attend any labor-management meeting without loss of pay (for up to two (2) hours) if the meeting is scheduled during the member's normal duty time. Supervisors shall approve the absence except in emergency situations.

Article XIV: Employee Benefits

Section 1. Court Appearance

An employee within the Bargaining Unit will be allowed to be absent for actual time required while appearing in response to a subpoena by any court provided that the employee has adequate leave and provides at least seven (7) calendar days' notice to his or her supervisor. Documentation of the subpoena may be required by the supervisor in his or her discretion.

Any time an employee is required to appear in court at the request of the Attorney for the City of Springfield, the employee will be paid at the applicable wage rate.

Section 2. Employee's Injuries and Disabilities

If an employee within the Bargaining Unit is injured while on duty, the City will work with the employee to return the employee to work in the same classification with the same seniority rights; provided, that there is no break in service and provided that such employee is physically able to return to the same work.

Section 3. Licensing and Certification Benefits

An employee within the Bargaining Unit who is required to have a Missouri Commercial Driver's License (CDL) to operate a City vehicle as part of their required job duties, and an employee who is required to have professional licensures or professional certifications that are job related and required as part of their job duties, will be reimbursed for the cost of acquiring a CDL, professional licensure, or professional certification if acquired after the first date of employment with the City, and will be reimbursed thereafter for any additional required endorsement or renewal thereof regardless of when their CDL, professional licensure, or professional certification was first acquired. It is understood by both parties that this provision does not require the City to reimburse any employee for the cost of a state issued driver's license.

Section 4. Cold Weather/Inclement Weather Gear

In addition to the parameters of Administrative Memorandum No. 25, Clothing Allowance, employees performing job assignments outdoors during the winter months, or during inclement weather, will be eligible for City issuance of insulated outer-wear or foul weather gear upon initial employment and thereafter, as needed, due to normal circumstances necessitating replacement.

Article XV: Wages

The economic package for the Union (IBEW Local 753) for Fiscal Year 2022 shall include:

- (a) Effective during Fiscal Year 2022, the City will fund the Merit Steps for all Salary Grades associated with the Union classifications within the bargaining unit and contained in the Professional, Administrative, and Technical (PAT) Employee Group and respective salary schedule.
- (b) Effective July 4, 2021, with a corresponding pay date of July 22, 2021, the City will create a new Step 10 for all Salary Grades within the Bargaining Unit contained in the Professional, Technical, and Administrative (PAT) salary schedule that will include a base amount of two and one half percent (2.5%) increase above the base amount of the previous top step (Step 9).
- (c) Effective July 4, 2021, with a corresponding pay date of July 22, 2021, the City shall provide a two percent (2%) occupational series market pay increase to the base pay rate for bargaining unit classifications assigned to the Plant Operations Occupational Group.
- (d) The Union may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2023 at least thirty (30) days before the commencement of such successor negotiations. The dates for negotiations shall be set by or before March 1, 2022. Should the Union request it before the commencement of negotiations, the City shall provide the Union a cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the Merit Steps.
- (e) The Union may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2024 at least thirty (30) days before the commencement of such successor negotiations. The dates for negotiations shall be set by or before March 1, 2023. Should the Union request it before the commencement of negotiations, the City shall provide the Union a cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the Merit Steps.

Section 1. Mileage Reimbursement

The City will pay guaranteed mileage reimbursement at the then current IRS rate for use of a personal vehicle when responding to an emergency call in.

Article XVI: General Work Provisions

Section 1. Out of Title Review

If an employee acts in a classification higher than his or her present classification, other than as supervisor, in excess of sixty percent (60%) of his or her regular work hours in any twelve (12) month period, he or she may request a review of the out-of-title appointment.

Section 2. Trading of Shifts

A shift employee may occasionally trade shifts with another shift employee in the same classification, upon prior approval by the supervisor(s) involved; provided, that no additional overtime payment results due to this trade.

Article XVII: Merit Rules, Administrative Memorandums, and Department Policies/Practices

The City Charter, Ordinances, Merit Rules, Administrative Memorandums, and departmental policies and procedures for the City of Springfield, all as may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control so long as the contrary provision is not a City Charter provision. If an Ordinance, Merit Rule, City Administrative Memorandum, or departmental policy or procedure is changed by the City during the term of this Agreement that affects this Agreement, the City will meet with the Union, negotiate over the effects of any such change and agree to modify and adopt any necessary modification to the collective bargaining agreement that may result from the negotiations. Should the City and the Union not reach agreement on any change that affects this Agreement, the parties understand that Article XIX, Dispute Resolution Grievance Procedure, shall apply.

Article XVIII: Distribution of Discipline

Allegations of behavior or conduct that may warrant dismissal, demotion, suspension, or reduction in compensation, will first be addressed with a pre-disciplinary letter to the employee followed by a pre-disciplinary hearing. The pre-disciplinary letter to the employee will include relevant information including facts, alleged violations, and potential consequences.

A copy of the final signed pre-disciplinary letter must be forwarded to the attention of the Director of Human Resources to be included in the employee's personnel file.

The employee must be given twenty-four (24) hours' notice from the time the letter is delivered until the time the employee's pre-disciplinary hearing is held. The employee is entitled to bring an individual of their choice to the meeting to act as an observer. The meeting will not be delayed in the event the individual whom the employee chose is unable to attend. An employee may elect to submit a written response to the allegations rather than attend the pre-disciplinary meeting.

After the pre-disciplinary hearing, the City will make a determination as to whether discipline will be imposed. An employee who is disciplined may grieve the discipline as addressed separately in Article XX, entitled "Discipline Grievances."

Article XIX: Dispute Resolution Grievance Procedure

Section 1. Definition of a Grievance

A grievance is defined as any unresolved difference between the City and the Union or any employee regarding the application, meaning or interpretation of an express provision of this Agreement or which involves an alleged violation of an express provision of this Agreement and excludes discipline and discharge issues. Grievances concerning discipline or discharge are addressed separately in Article XX.

Grievances may be processed by the Union on behalf of an employee, on behalf of a group of employees, or the Union itself. Either party may have the employee, or one (1) employee representing a group of employees, present at any step of the grievance procedure, and the employee is entitled to Union representation at each step of the grievance procedure upon his or her request. Grievances may be filed on behalf of two (2) or more employees only if the same or similar issues apply to all employees in the group and the employees seeks a similar type of remedy.

A grievance shall contain a statement of the Union's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature and the date of the grieving employee(s) or a Union representative. Unrelated issues shall not be addressed in the same grievance.

The grievance procedure shall be the exclusive mechanism to resolve contract grievances.

Section 2. Timeliness

To be considered timely, a grievance must be presented within fifteen (15) calendar days of the date of the occurrence giving rise to the grievance or the date that the aggrieved employee (or the Union) became aware of, or reasonably should have become aware, of the occurrence, whichever is later. Untimely grievances are waived.

Section 3. Informal Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute may be made between the employee and his or her immediate supervisor. The employee shall make his or her complaint to his or her immediate supervisor. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his or her assigned work task, and complain later. The Union may initiate grievances at Step 1 described in Section 5.

Section 4. Grievance Handling

No employee or Union representative shall leave his or her work assignment to investigate, file or process grievances without first securing permission of his or her supervisor. In the event of a grievance, the employee shall always perform his or her assigned work task and grieve his or her complaint later, unless the employee reasonably believes that the assignment endangers his or her immediate safety or the safety of others. Grievances shall not be investigated by the employee or the Union during working hours unless mutually agreed to by the City and the Union.

Section 5. Grievance Procedure

Step 1:

If the grievance is not resolved pursuant to the informal dispute resolution procedure the Union shall decide whether it should be pursued based upon the merits of the grievance; if so, it shall prepare a written grievance and present it to the City's designated representative for handling grievances, for the department applicable to the employee, no later than ten (10) calendar days after the employee was notified of the decision of the supervisor. If the Union decides to skip Informal Dispute Resolution, then it shall present a written grievance to the Department's designated representative within the time frame outlined in the "Timeliness" section above. A grievance must be on an approved grievance form and may be delivered via electronic mail or hard copy. Within ten (10) calendar days after the grievance has been submitted, the City's representative or designee shall meet with the grievant and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The City's representative shall respond in writing to the grievant and the Union representative within five (5) calendar days following the meeting. If the City does not respond within the time limits, the Union may advance the grievance to the next step.

Step 2:

If the grievance is not settled at Step 1, a written appeal may be filed within five (5) calendar days after the decision of the City's representative to the appropriate Department Director or designee. Within ten (10) calendar days thereafter, the Department Director or designee shall meet with the grievant and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Department Director or designee shall respond in writing to the grievant and the Union within ten (10) calendar days following the meeting.

Step 3:

If the Union is not satisfied with the response of the Department Director or designee, it may either file a written request for arbitration or request that the Human Resources Director (or his or her designee) review the Response within ten (10) calendar days of receiving the Response. If the Union elects to request that the Human Resources Director review the grievance, the Human Resources Director must either deny the grievance or issue a decision within fifteen (15) calendar days of the Union's request. Within ten (10) calendar days of receiving the Human Resource Director's decision the grievance may be advanced to arbitration.

Step 4:

If the dispute is not settled at Step 2 or 3, whichever is applicable, the Union may demand in writing that a grievance be submitted to arbitration no later than thirty (30) calendar days from the conclusion of Step 2 or 3, whichever is applicable. Grievances which are not advanced timely are waived.

Within twenty (20) calendar days after the matter has been submitted to arbitration, a representative of the City and the Union shall meet to try to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after such meeting, the parties shall request the FMCS to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the City and the Union. A coin toss shall be used to determine the first strike. The loser of the coin toss shall strike first. The person whose name remains on the list shall be the arbitrator. All hearings shall be held at the City of Springfield unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. Jointly submitted facts and issues will be binding upon the arbitrator. The City and the Union shall have the right to request the arbitrator to require the presence of witnesses and documents. Each party shall bear the expense of its witnesses. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the City and the Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding.

Section 6. Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him or her by the parties and shall have no authority to make a decision on any issue not so submitted. The arbitrator shall be without

power to make decisions contrary to or inconsistent with applicable Federal or State law or public policy. The arbitrator shall submit his or her decision in writing within forty-five (45) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Article shall be final and binding.

Section 7. Grievance Processing and Time Limits

- A. Up until an arbitrator issues a decision, grievances may be withdrawn at any step of the grievance procedure without precedent.
- B. Time limits may only be extended by mutual agreement, confirmed in writing by both parties.
- C. Any grievance that is not filed or advanced within the time limits set forth in this Article will be considered to be abandoned and waived.

Article XX: Discipline Grievances

If a member of the bargaining unit is disciplined by being discharged, demoted, suspended without pay, or subject to reduction in compensation, and believes the discipline lacks just cause, he or she may appeal the decision pursuant to Rule 13.4(c) or 13.5(c) of the Merit System Rules, except as modified herein. Within fifteen (15) calendar days of the effective date of the discipline, the employee must decide: (1) whether to appeal the discipline and request a hearing before the Personnel Board; or (2) waive in writing his or her right to an appeal and hearing before the Personnel Board and instead, request a final decision from the City Manager. If the employee waives the hearing before the Personnel Board, the City Manager will make a decision no later than fifteen (15) calendar days from the date the option for hearing was waived. If the employee is not satisfied with the City Manager's decision resulting from either of these two options, then he or she may file a grievance with the Union or pursue his or her right of appeal to the Circuit Court. The decision to file a grievance must be made no later than fifteen (15) calendar days after receipt of the City Manager's decision. If a grievance is filed, the Union will decide within fifteen (15) calendar days whether to demand arbitration of the grievance, and if so, the grievance will be arbitrated according to the procedures of Section 5, Step 4 and Section 6 of Article XIX, entitled "Dispute Resolution Grievance Procedure". If the Union declines to arbitrate the grievance, the employee may nevertheless retain his or her right to appeal the decision to Circuit Court. An arbitrator's decision will be final and binding. An employee whose disciplinary grievance is advanced to arbitration must waive in writing his or her right to appeal the discipline in Circuit Court pursuant to Sections 536.100 to 536.150 RSMo.

Article XXI: Ratification By Union

The City shall have no obligation to submit a proposed agreement to the City Council until the Union has certified to the City that the majority of its members within the Bargaining Unit have ratified the proposed agreement.

Article XXII: Approval of the Agreement

The following individuals by endorsing this Agreement represent that they are authorized to express the approval of the terms and provisions of this Agreement on behalf of the Union and on behalf of the City's bargaining team.

IBEW LOCAL UNION NUMBER 753

Date

By _____
Tony Parrish, IBEW Business Manager

Name Printed

THE CITY OF SPRINGFIELD, MO

Date

By _____
Jason Gage, City Manager

Name Printed

EXHIBIT A

IBEW Local Union No. 753 – AUTHORIZATION FOR CHECK-OFF FROM WAGES

I, _____, do hereby freely and affirmatively consent, authorize, and direct the City of Springfield to deduct from my wages and transfer to IBEW Local Union No. 753 ("Local 753" or the "Union") all dues, fees and assessments properly due and payable pursuant to the terms of the Collective Bargaining Agreement and Union By-Laws. These amounts to be deducted shall be amounts currently in effect pursuant to the terms of the collective bargaining agreement or By-Laws of the International Brotherhood of Electrical Workers Local 753 or whatever amounts may be hereafter established under future CBAs or By-Laws of Local 753, with such amounts being stated in writing to the City of Springfield by the Union.

This authorization is voluntarily made by me, knowingly and freely, and with the specific understanding that the signing of this authorization, or the refraining from signing any authorization, is not a condition of my present or future employment with the City of Springfield, nor is it conditioned on my present or future membership in the Union.

This authorization and assignment shall be freely revocable by me. To terminate this authorization, I must provide written notice to my employer and the Union. This authorization shall automatically renew itself annually.

Employee Number

Employee Name - Print

Signature

Date

One-rdg. _____
P. Hrngs. _____
Pgs. 81 _____
Filed: 06-08-21 _____

Sponsored by: Romine

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021 - 154

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a Collective Bargaining Agreement by and between the City and
2 International Association of Fire Fighters, Southern Missouri
3 Professional Fire Fighters Local 152 Association, the Exclusive
4 Representative of a certain bargaining unit within the Springfield Fire
5 Department; and authorizing the City Manager, or his designee, to
6 execute and deliver the Collective Bargaining Agreement on behalf of
7 the City to the Exclusive Representative.
8 _____
9

10 WHEREAS, the City of Springfield, Missouri, (the "City") has an established
11 framework for certain City employees to engage in collective bargaining, and this
12 established framework is set forth in Springfield City Code Section 2-94; and
13

14 WHEREAS, the City recognized and continues to recognize the International
15 Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152
16 Association ("IAFF") as the exclusive collective bargaining representative of a certain
17 bargaining unit within the Springfield Fire Department by Special Ordinance 26344; and
18

19 WHEREAS, the City established a team (the "City's team") for the purposes of
20 collectively bargaining as the exclusive agent for the City for collective bargaining; and
21

22 WHEREAS, the City and IAFF are parties to a certain Collective Bargaining
23 Agreement effective December 22, 2020, which expires June 30, 2021, and which
24 requires the City and IAFF to meet in good faith to attempt to negotiate a new
25 agreement; and
26

27 WHEREAS, the City's team met with IAFF and conferred and discussed wages,
28 benefits, and other terms and conditions of employment in order to reach a mutually
29 satisfactory successor Collective Bargaining Agreement; and
30

31 WHEREAS, the City's team and IAFF reached an agreement on a successor
32 Collective Bargaining Agreement which has been submitted to City Council for
33 consideration and approval.

34
35 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
36 SPRINGFIELD, MISSOURI, as follows, that:
37

38 Section 1 – The Collective Bargaining Agreement, by and between the City and
39 IAFF, attached hereto and incorporated herein as “Exhibit 1,” has been reviewed and
40 considered by City Council.
41

42 Section 2 – City Council hereby approves entering into the Collective Bargaining
43 Agreement attached hereto and incorporated herein by reference as “Exhibit 1,” as a
44 final and binding Collective Bargaining Agreement between the City and IAFF.
45

46 Section 3 – City Council hereby authorizes and directs the City Manager, or his
47 designee, to execute and deliver the Collective Bargaining Agreement to the IAFF and
48 such other documents as may be necessary or desirable to carry out and comply with
49 the intent of this Ordinance.
50

51 Section 4 – This Ordinance shall be in full force and effect immediately after its
52 adoption by the City Council.
53

54 Passed at meeting: _____
55

56 _____
57 Mayor
58

59 Attest: _____, City Clerk
60

61 Filed as Ordinance: _____
62

63 Approved as to form: Rhonda Lewsader, City Attorney
64

65 Approved for Council action: Jason R. Hays, City Manager
66
67

EXPLANATION TO COUNCIL BILL 2021-154

FILED: 06-08-21

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve a Collective Bargaining Agreement between the City and International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152 Association, ("IAFF"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Fire Department.

BACKGROUND: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, the City entered into collective bargaining with the IAFF, the Exclusive Representative of a certain Bargaining Unit within the Springfield Fire Department. The agreement attached to the Council Bill as "Exhibit 1" reflects all agreements reached voluntarily through the collective bargaining process. The agreement is to be effective as of the date of execution by the parties and valid through June 30, 2024.

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies.

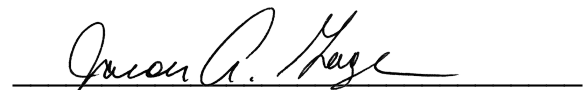
It is respectfully requested that City Council approve the Collective Bargaining Agreement with an effective date as of the date of execution by the parties.

Submitted by:

Approved by:



Darla Morrison,
Director of Human Resources



Jason Gage,
City Manager

Exhibit 1

COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

THE CITY OF SPRINGFIELD, MISSOURI



AND

**SOUTHERN MISSOURI PROFESSIONAL FIRE
FIGHTERS LOCAL 152**

**THE BARGAINING UNIT OF THE
SPRINGFIELD FIRE DEPARTMENT**



EFFECTIVE DATE: JULY 1, 2021

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PREAMBLE

This Collective Bargaining Agreement (CBA) is made to set forth the results of discussions between the City of Springfield, Missouri, hereinafter referred to as “the City”, and the Bargaining Unit of the Springfield Fire Department of the Southern Missouri Professional Fire Firefighters Local 152, hereinafter referred to as “the Union.”

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences if and when they may arise; and to establish standards of wages, benefits, hours, and other conditions of employment.

ARTICLE 1 – LABOR AND MANAGEMENT RELATIONS

SECTION 1.01 – JOINT LABOR-MANAGEMENT COMMITTEE

Also known as the DEPARTMENT RELATIONS COMMITTEE

There shall be a Department Relations Committee (DRC) consisting of a combination of the following members or their designee: the Fire Chief, Chief Officers, Union President, Union Executive Vice-President, Union Secretary-Treasurer and Shop Stewards. The DRC shall:

1. Meet upon mutually agreeable dates with a recognized goal of meeting at least every other month to discuss all matters of mutual concern, including but not limited to all budgetary items, long range planning, policy changes or new policies, all matters of health and safety, training objectives, public relations, working conditions, and processes that lead to the filling of vacancies such as hiring and promotions. An agenda for DRC meetings shall be agreed upon in advance whenever possible and presented to each party within two (2) calendar days prior to the agreed upon meeting date;
2. Review and analyze reports of work-related accidents, deaths, illnesses (with the written consent of the employee), and injuries (with the written consent of the employee). Make immediate and detailed investigations of each accident, death, or injury to determine fundamental cause in accordance with PPM 4.P50. Make written recommendations to modify and add rules and procedures to further promote the avoidance of such incidents in the future;
3. The goal of DRC is to promote open communication and discussion, but in no way shall it impede management rights. Agreements may be reached which shall neither violate nor amend this CBA, the Merit Rules, or City Charter, and which do not impinge on authority vested in others; however, agreement on the resolution of DRC items shall not be required.

SECTION 1.02 – MANAGEMENT RIGHTS

The Union and the City agree that the goal of any fire protection service or emergency operation requires clear management authority and freedom to make rapid decisions and to operate in an efficient manner. It is further understood and agreed that this Agreement constitutes the whole agreement of the parties concerning wages, hours and working conditions and that all decisions or matters not expressly provided for in this Agreement are reserved exclusively to the City. The Union recognizes the Merit Rules and Administrative Memorandums issued by the City Manager, the “Salary Ordinance,” and the City Charter of the City of Springfield in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of provisions expressly identified within this CBA. The Union further recognizes the Operating Guidelines and Policies & Procedures of the Springfield Fire Department in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of provisions expressly identified within this CBA.

If the City makes changes to the Merit Rules, Salary Ordinance, Charter, and policies that impact the wages, hours, and working conditions of the bargaining unit, these changes shall be subject to impact bargaining as defined in Section 1.12 (Impact Bargaining) of this CBA.

The Union recognizes that all management functions not specifically limited by this Agreement are vested exclusively in the City. Such functions include, but are not limited to: apparatus deployment; fire station planning; relocation, and operational status; the direction of the working force; the utilization of employees on any work assignment; the right to hire, reprimand, discipline, transfer, promote, demote, layoff, and discharge employees; to determine the number or complement of employees required at any work location, or on any job; to set work schedules or change schedules already set; to control overtime and the necessity of an employee working overtime; to make and implement reasonable rules and regulations; and do all other management and operation of the City.

Any of the management’s rights, powers, functions, or authority which the City had prior to the signing of this Agreement with the Union are retained by the City, except as to those rights, powers, functions, or authority which are specifically and expressly abridged or modified by this Agreement.

SECTION 1.03 – CLASSIFICATION OF BARGAINING REPRESENTATIVE

Pursuant to and in accordance with the provisions of Section 105.500 to and including Section 105.530 of Missouri Revised Statutes, 1978, as amended, and, limited to those requirements contained therein, the City hereby recognizes the Union as the exclusive bargaining representative in the unit as follows:

Bargaining Unit: For an appropriate unit consisting of full-time employees (Firefighters, Equipment Operators, Rescue and Salvage Specialists, Fire Lieutenants, Fire Captains, Training Captains, and Fire Marshals) of the Springfield, Missouri Fire Department, but specifically excluding Administrative Support Staff, Heavy Equipment Technicians, Fire and Life Safety Educators, Fire Protection Review Specialist, Battalion Chiefs, Division Chiefs, Assistant Chiefs, and the Fire Chief.

The Union reserves the right to petition for other positions or future positions to be included within the bargaining unit in the event the Union feels a community of interest exists. The Union shall first seek voluntary recognition from the City pursuant to any applicable City ordinance in effect. If recognition is not granted, the Union may petition the State Board of Mediation for unit clarification.

SECTION 1.04 – PAYROLL DEDUCTION OF UNION DUES AND OTHER ASSESSMENTS

Dues

The City shall deduct from the wages of each employee's first monthly paycheck who has authorized such deduction in writing, the Union dues, in a specific dollar amount, for that month in an amount certified in writing by the Union and the employee as the specific dollar amount of dues in effect. All amounts deducted for the monthly dues, initiation fees and assessments shall be mailed to the Union's address within thirty (30) calendar days after the issuance of the first paycheck of the month from which it was deducted, or within three (3) calendar days if the Union allows an ACH deposit.

Except for initial written certification of the amount of the monthly dues and the amount of the initiation fee, the Union shall provide written certification of any change in the amount of the monthly dues and/or the amount of the initiation fee prior to the effective date(s) of same. The Union shall also provide written certification of any assessment prior to the effective date(s) of same.

Insurance

In addition to the foregoing deduction, the City shall deduct on the first paycheck of the month such other amounts which the Union certifies to the City in writing as insurance premiums made by the Union against its members. These insurance premiums, if the employee elects to purchase coverage, shall be for life, cancer, dental, and/or vision insurance. All amounts deducted for insurance premiums shall be mailed to the Union's address within thirty (30) calendar days after the issuance of the first paycheck of the month from which it was deducted, or within three (3) calendar days if the Union allows an ACH deposit.

Except for initial written certification of the amount of the monthly insurance premiums, the Union shall provide written certification of any change in the amount of the insurance premiums at least thirty (30) calendar days prior to the effective date(s) of same. For each employee who elects union-provided insurance, the Union will supply the City with one deduction amount for all pre-tax premiums and one deduction amount for all post-tax premiums for each employee. The City will not deduct separate amounts for each union benefit. The Union shall recognize employees enrolled in the City's cafeteria plan and will not ask for changes to an enrolled employee's premium without a qualifying event, except during open enrollment. For union-provided insurance, open enrollment is to take place during the calendar month of November with the coverage and premiums to be effective the following January.

PAC

In addition to the foregoing deduction, the City shall deduct biweekly a PAC fund contribution. This shall be consistent with the form in Appendix A, which was the result of a prior legal settlement between the Union and the City.

Roster

The Union shall provide the City at all times with an up-to-date list of its members with deductions. At the Union's request, the City will provide the Union with certain employee/retiree data so that the Union may properly facilitate its administration of Union benefits for active and retired members. The data the City will provide for each category is as follows:

- Data for Active Employees will include full name, last known address on file, and City service date. Data will be provided to the Union annually in a report generated each January capturing the preceding year's data.
- Data for Terminated Employees will include full name, employee number, position, organization, employee category, termination date, adjusted service date, and final process date. Data will be provided to the Union in a bi-weekly report generated by the City's Human Resources Department.
- Data for Springfield Police Officers' and Fire Fighters' Retirement System Retirees will include name, last known address on file, and the date of retiree's first day of retirement. Data will be provided to the Union annually in a report generated each January capturing the preceding year's data.
- Data for Missouri LAGERS Retirees is not available through the City; thus, no report will be generated.

Indemnification

The Union shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages or other forms of liability, including expenses, court costs and attorney's fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon certification provided by the Union to the City, and actions taken by the City, pursuant to the provisions of this section or in reliance upon any other information provided by the Union to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this section.

SECTION 1.05 – UNION BUSINESS, MEETINGS, AND BULLETIN BOARDS

A Springfield Fire Department employee elected to the position of the Union President or Executive Vice President shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employee's leave time balances to attend Union meetings for the Springfield shops, Executive Board meetings for the Springfield shop, DRC meetings with the Springfield Fire Department, scheduled meetings between the Union and City of Springfield Management and/or Fire Administration, and to meet with a firefighter and/or immediate family members of a Springfield Firefighter during the first twenty-four (24) hours of a serious on-duty injury or line of duty death. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

A Springfield Fire Department employee elected to the position of the Union Secretary-Treasurer shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employee's leave time balances to attend Union meetings for the Springfield shop, Executive Board meetings for the Springfield shop, DRC meetings with the Springfield Fire Department, and scheduled meetings between the Union and City of Springfield Management and/or Fire Administration. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

A Springfield Fire Department employee elected to the position of the Union Executive Vice President shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employee's leave time balances to attend Union meetings for the Springfield shop, Executive Board meetings for the Springfield shop, DRC meetings with the Springfield Fire Department, and scheduled meetings between the Union and City of Springfield Management and/or Fire Administration. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

Springfield Fire Department employees elected or appointed to the positions of Vice President and member of the CBA negotiating team shall be allowed time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employees' leave time balances for all meetings which are mutually set by the City of Springfield and the Union, and for attending scheduled Union-Management committee meetings, referenced in Section 1.01 (Joint Labor-Management Committee, a/k/a DRC) of this Agreement, for which they are members.

Springfield Fire Department employees elected or appointed to the positions of District Vice President shall be allowed time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employees' leave time balances for attending Local 152 Executive Board Meetings.

Whenever possible, said employees shall notify their assigned supervisor of the need to be absent from duty at least twenty-four (24) hours prior to its occurrence. Exceptions of less than twenty-four (24) hours' notice must be approved by the Fire Chief or his/her designee.

Once per year (or under special circumstances under the approval of the Fire Chief), the Union shall be permitted to place ballot boxes in an agreed upon location in the various work sites and Fire Stations for the purpose of conducting Union elections. The Union shall be permitted to hold emergency Union meetings in the Fire Stations with prior written approval of the Fire Chief. Except for these emergency meetings and the provisions for Union officers listed above, no employee can attend a Union meeting or activity while on duty.

All Union officers shall be permitted to engage in reasonable Union-related telephone conversations and answer and send emails on their personal devices while on duty, as long as those actions do not interfere with or distract from the normal daily operation of the Fire Department.

The City shall furnish a bulletin board and provide space for it in designated locations in each work area for the exclusive use of the Union. The Union shall limit the posting of notices, bulletins, posters, information and/or other printed matter to said bulletin boards. With the exception of fire stations used as polling places (where signage will be permitted on Election Day as permitted by law) no political campaign material is permitted at the Fire Stations, including on the bulletin boards.

SECTION 1.06 – DISCRIMINATION

Neither the Union nor the City shall discriminate against, intimidate or coerce, compel or attempt to compel any employee to join or refrain from joining the Union. There shall be no discrimination, interference, restraint, or coercion by the Union, or the City of Springfield or Fire Department Management against any employee for his or her activity or inactivity, on behalf of or membership in the Union. Anyone eligible for membership in the Union shall not be refused membership.

SECTION 1.07 – UNION REPRESENTATION

Interview Rights

During an investigatory interview or any other meeting where a member employee of the bargaining unit feels disciplinary action against said employee could result, the employee shall have the right to exercise Interview Rights as follows:

1. The employee must make a clear request for Union representation before or during the interview. The employee cannot be punished for making this request.
2. After the employee makes the request, the City or its representative must choose from among three options:
 - Grant the request and delay questioning until the Union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the employee;
 - Deny the request and end the interview immediately; or
 - Give the employee a clear choice between having the interview without representation or ending the interview.
3. If the City or its representative denies the request for Union representation, and continues to ask questions, the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.
4. Any Union Representative present for an investigatory interview conducted pursuant to City of Springfield Administrative Memorandum #45, Policy Statement Against Workplace Harassment or conducted due to a confidential complaint being made against the employee shall keep the contents of the investigatory interview confidential. Information learned from investigatory meetings shall only be discussed between the individuals directly responsible for the representation of the investigated member and the individual being investigated.

Garrity Warning

For the purpose of questioning a bargaining unit member employee to obtain information, which will assist in the determination of whether disciplinary action is warranted, and where the employee's direct or indirect actions or failure to act could lead to criminal proceedings, an employee may make a written request for a Garrity Warning. The employee, once given a Garrity Warning, shall answer the questions directed towards them in the matter. The City shall have the right to discipline the employee for refusing to answer the questions.

During the course of the questioning or meeting, even if the employee discloses information which indicates that he or she may be guilty of criminal conduct in the matter, unless the information was disclosed in a public forum or is otherwise required to be disclosed by process of law or court

order, neither the self-incriminating statements nor the fruits thereof, shall be used against the employee in any criminal proceeding.

Loudermill Rights

In addition to Merit Rule 12 “SEPARATION AND DISCIPLINARY ACTIONS,” before the decision is made by the City to terminate, demote, suspend, or reduce pay for disciplinary reasons to a non-probationary employee, the City shall offer due process to the employee. The City shall inform the bargaining unit employee in writing of the charges and evidence against said employee, and allow the employee to answer the charges, as provided for in the Merit Rules, in a pre-disciplinary hearing. The employee shall have the right to Union representation, as an observer, during the meeting, or may choose an individual of his or her choice to attend the hearing, as an observer. If the employee is to have legal representation (who will only be permitted to act as an observer) during any meeting with the City, the employee shall inform the City of this decision at least twenty-four (24) hours before the meeting.

At the conclusion of the interview, the union representative may be allowed to engage in discussion, but in no way shall the union representative interfere with management’s right to engage the employee in asking questions regarding the charges or with the employee’s obligation to answer the question regarding the charges. The purpose of the hearing is to allow the employee to respond to the charges against him or her.

SECTION 1.08 – DISPLAY OF UNION INSIGNIA

The IAFF Maltese Cross insignia will be displayed in good taste and shall not distract from the appearance that is expected of professional Fire Fighters. It is understood that only active members of the IAFF will be permitted to place said logos on their uniform.

The IAFF Maltese Cross insignia may only be worn or displayed as follows:

1. Class A, B and C Uniform Shirts: Small red and gold IAFF Maltese Cross purchased from the Union may be worn approximately one inch above the name tag, if the Union employee chooses to do so;
2. Firefighting Helmet: Small (approximately 2" x 2") decal to be placed on back of the helmet, if the Union employee chooses to do so;
3. Fire Apparatus and Vehicles: No more than two (2) IAFF decals (approximately 3" x 3") placed on windows, one (1) on either side of the engines, trucks, rescues, and staff vehicles that have a Union member assigned to that vehicle. Chief Officer and staff vehicles assigned to non-Union members are exempt;
4. Picture Boards: The insignia (approximately 3" x 3") shall appear on each picture board; and
5. Plaques and Certificates: Shall be displayed tastefully in fire stations at the Fire Chief's discretion.
6. Breast Cancer Awareness: Pink shirts worn during October each year for breast cancer awareness and fundraising shall display the Union insignia and can be worn by Union and non-Union members.
7. A sign bearing the IAFF logo shall be allowed to be hung in the apparatus bay of Fire Station 10. This sign will be limited to this location and is 8' x 8'. The sign must be removable.
8. A sign bearing the IAFF logo shall be allowed to be hung in the apparatus bay of the City fire stations. The signs will be limited to 4' x 4'. The sign must be removable.
9. A sign bearing the approved Fire Station district logo shall be allowed to be hung in the apparatus bay of the Fire Stations. These signs shall be limited in size to 4' x 4'. The sign must be removable.
10. Material for the signs shall not be paid for by the City, nor shall material for the construction or maintenance be purchased from the designated station budgets. All signs must be removable.

The IAFF Maltese Cross insignia may be displayed on the left sleeve on uniform T-shirts at the employee's discretion and with the approval of the Fire Chief.

SECTION 1.09 – POLITICAL ACTIVITY

The employees shall comply with federal and state laws and unless otherwise superseded by law, current Administrative Memorandums (and amendments thereto) and all provisions of the City Charter, regarding political activity.

SECTION 1.10 – RESIDENCY

The City shall not impose residency requirements for employees within the bargaining unit of the Union.

SECTION 1.11 – MERIT RULE CHANGES AND EFFECT BARGAINING

The Merit Rules for the City of Springfield, and as may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control. If a Merit Rule is changed by the City during the term of this Agreement that affects this Agreement, the Employer will meet with the Union, negotiate over the effects of any such change and agree to modify and adopt any necessary modification to the collective bargaining agreement that may result from the negotiations.

SECTION 1.12 - IMPACT BARGAINING

If the City makes changes as set forth in Paragraph 2 of Section 1.02 (Management Rights), the City will provide the Union with thirty (30) calendar days' advance notice whenever feasible.

Upon written request from the Union, the City will bargain with the Union over the impact of the change on the wages, benefits, and other terms and conditions of employment for employees in the bargaining unit.

Upon receipt of such notice, the Union may request additional information.

Failure to request bargaining within seven (7) calendar days after notification shall result in a determination that the Union has waived its right to negotiate over the impact of the changes.

ARTICLE 2 – WORKING CONDITIONS

SECTION 2.01 – PREVAILING RIGHTS

All rights and privileges belonging to Union members and governing their working conditions are stated below in this section:

1. Employees may use non-emergency telephones for personal calls and may use departmental computers for personal use provided such use complies with the City of Springfield Administrative Memorandum #37, Computer Use Policy;
2. The City shall provide furnaces, water heaters, and air conditioners for all occupied portions of the station except for the apparatus bay and keep said equipment in proper working order so as to maintain a mutually agreeable level of comfort;
3. In the kitchen the City shall furnish and maintain a stove, three (3) refrigerators, one (1) microwave oven, kitchen table, chairs, dishwasher, pots, pans, forks, knives, spoons, can-openers, toaster, coffee pot, dishtowels, clock, dish soap, dishwasher soap, and shelving. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;
4. In the day room of the fire station the City shall furnish a television, DVD player, basic cable television service, at least one (1) chair (including recliners) for each employee on shift at that station, tables, and other furniture mutually agreed to by the parties. All items shall be maintained in a timely manner by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;
5. In bedrooms the City shall furnish beds, mattresses, pillows, linens, blankets, nightstands, and window coverings. Recliners referenced in section four (4.) above may be placed in the bedrooms upon the agreement of the three (3) regular Fire Captains assigned to the station. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;
6. Each station shall have at least one (1) locker room with one (1) locker for each employee assigned, or, an individual sleeping area with storage closet for each employee assigned;
7. Each station shall have private sleeping quarters for company officers, and a private restroom for company officers. Existing stations without these accommodations will be grandfathered and acceptable as-is; however, all new stations must have these accommodations;
8. At each fire station the City shall provide fitness equipment consisting of at least one (1) treadmill, one (1) rowing machine, one (1) bench press with bar and weights,

one (1) set of kettle bells ranging from twenty (20) pounds to fifty (50) pounds, and dumb bells ranging from ten (10) pounds to sixty (60) pounds in five (5) pound increments (Or as mutually agreed to during the DRC process), to allow all members on duty to exercise;

9. In the bathrooms the City shall provide toilet paper, soap, paper towels, toilets, sinks, towel racks, and showers and shower curtains/doors. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place. Reasonable accommodations will be made for male and female employees;
10. City shall provide suitable parking spaces at no charge to the employees. The parking area is to have adequate lighting;
11. City shall provide transportation or compensation for travel consistent with the City of Springfield Administrative Memorandum #1, Mileage Allowance, for on-duty Fire Department business;
12. Employees may prepare and eat meals at customary times when it does not interfere with the provision of Fire Department emergency services. Employees shall be granted additional time to prepare and eat meals in the event customary meals are interrupted by Fire Department activities;
13. Personal visitors may be allowed in the fire station Monday through Saturday prior to 5:00 p.m. for thirty (30) minutes. After 5:00 p.m. on Monday through Saturday, on Sundays, and Holidays designated by the City in the Merit Rules, employees may be allowed personal visitors at the fire station for up to ninety (90) minutes provided the visitors do not interfere with departmental activities. In no case will visitors be allowed in the station past 9:00 p.m. Visits of a longer duration or after 9:00 p.m. must be approved by a Chief Officer on a case-by-case basis;
14. Employees may use the day room and television, prepare and eat meals, sleep, work on individual interests, exercise, use personal computers and other electronic devices, read, or other non-defined personal projects after 5:00 p.m. on Monday through Saturday, on Sundays, and Holidays designated by the City in the Merit Rules. Activities must not interfere with Fire Department activities and shall not violate other City rules;
15. City shall furnish an outdoor barbecue grill. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;
16. City shall furnish all badges, name tags, and collar brass. Items shall be replaced on an as-needed basis, except in cases of negligence or deliberate destruction. An employee shall surrender his or her badge upon termination or resignation, with the exception of the employee receiving a retirement through age and service or through disability;

17. Employees shall be provided training in the use of standard Fire Department and emergency medical equipment;
18. The implementation of new equipment or procedures shall not be completed until in-service training has been provided;
19. Employee Assistance Program (E.A.P.) shall be provided to active employees by the City within the limits set by the E.A.P. program;
20. For the employees in the Fire Operations Division, the City shall provide full turnout gear including helmet, coat, pants, boots, suspenders, gloves, hood, and air mask in accordance with NFPA and OSHA standards in effect at the time of purchase. An additional turnout coat and pant shall be provided for employees in the Fire Operations Division. City shall replace any turnout gear. Fire helmets, turnout coats, pants, and suspenders shall be replaced, regardless of wear, at least every ten (10) years. Once the coat and pants are ten (10) years old, they shall be retired;
21. For Fire Marshals, the City shall provide personal protective equipment appropriate for the duties assigned, and may include helmet, coat, pants, boots, suspenders, gloves, hood, and air mask in accordance with NFPA and OSHA standards in effect at the time of purchase. City shall replace any issued personal protective equipment. The City shall provide duty belts, bulletproof vests, side arms, less-lethal weaponry, tools, and flashlights as needed based on assignment. These items shall be replaced by the City as needed;
22. The Employer shall not cause a loss of base pay due to a transfer required by the Employer;
23. Due to the result of a mandatory transfer, the employee shall be guaranteed leave time up to either two (2) calendar days before or two (2) calendar days after any leave previously scheduled before the transfer;
24. An Employee may accept outside employment in accordance with the Merit Rules. Approval of outside employment shall not be unreasonably withheld;
25. Employees shall have access to view their personnel file in the office of Human Resources during normal business hours;
26. Employees hired before 1998 shall not be required to hold or maintain an EMT license. Employees hired in or after 1998 or employees holding the rank of Rescue and Salvage Specialist shall be required to hold and maintain an EMT-B license but may hold a higher EMT license. Employees holding the rank of Fire Marshal shall be exempt from this requirement;
27. On-Call Fire Marshals shall be allowed to have a take-home vehicle when on-call;
28. Members assigned to an administrative detail shall be allowed to engage in physical fitness activities up to two (2) hours per week while on duty;

29. Fire Marshals may use available lockers, showers, and laundry machines at any City fire station or training facility.

SECTION 2.02 – HOURS OF DUTY

Fire Operations Division Employees

The hours of duty for each Fire Operations Division employee shall begin at 7:00 a.m. Each shift shall be on duty twenty-four (24) hours. All employees shall be ready to work at 7:00 a.m., in uniform and ready to respond to emergency calls at all times for the remainder of their shift. Employees work a three (3)-platoon twenty-four (24)-hour shift schedule. The shift rotation is as follow: A, B, and C. The Daily Work Schedule within the Policy and Procedure Manual in effect at the date this Agreement is memorialized unless otherwise modified through the DRC process shall govern daily activities.

Shift employees in the Fire Operations Division may be relieved in a reasonable time prior to the end of their shift by the on-coming shift employee; however, the on-coming shift employee shall not be entitled to compensation for voluntarily relieving the off-going employee early. When these reliefs occur, they are considered substitution or time-trading and recognized as de minimis by FLSA rules, and shall not require paperwork or prior supervisory approval.

Administrative Detail Employees

Employees assigned to administrative detail, which shall include but not be limited to the Training Division, the Community Risk Reduction Division, or modified duty, shall work a forty (40)-hour week. The 7k exemption shall not apply to employees assigned to administrative detail, and these employees shall be non-exempt employees eligible for overtime or comp time if required to work beyond forty (40) hours in a week.

Employees assigned to an administrative detail and on a forty (40)-hour work week may be assigned to work ten (10) hours per day, four (4) days per week; or assigned to work eight (8)-hour days, five (5) days per week at the direction of the Fire Chief. The current Fire Marshals (as of October 4, 2013) shall have the option for either work week. These workdays shall generally be between Monday and Friday. Normal work hours will generally begin as early as 7:00 a.m. and end as late as 6:00 p.m. The City reserves the right to occasionally schedule outside the normal work schedule when departmental operations require. Personnel assigned to an administrative detail may be given an unpaid lunch period of no less than thirty (30) minutes and no more than sixty (60) minutes and shall be given paid rest period of fifteen (15) minutes every two (2) hours.

The City shall not assign a Firefighter, Equipment Operator, Rescue and Salvage Specialist, Fire Lieutenant, or Fire Captain to administrative detail on a forty (40)-hour week unless:

1. The employee is placed on modified-duty due to a work-related illness or injury;
2. The employee and Fire Administration mutually agree on the reassignment;
3. The employee is reassigned pending an investigation and possible pre-disciplinary process;
4. The employee is reassigned as part of a disciplinary process;

5. The employee is reassigned to attend mandatory training in order to meet his or her job description;
6. The employee is unable to satisfactorily pass an SCBA mask fit test;
7. The employee is reassigned to attend professional development academies based on fire academy cohort beginning with recruit class 8-17, to include: Equipment Operator Academy, Truck Company Academy, Rescue Academy, Basic Officer Academy, and Advanced Officer Academy; or
8. The employee, as a member of a special operations team, is to attend and complete mandatory special operations team training, unless released from training, to include training required for the Hazardous Materials Team, Water Rescue Team, or Technical Rescue Team. This training includes:
 - Water Rescue Team: Swiftwater Rescue Technician, and Swiftwater Board Operations.
 - Hazardous Materials Team: Hazardous Materials Technician.
 - Technical Rescue Team: IFSAC certification in Rope Core, 6.1, and 6.2), Confined Space Technician, Trench Rescue Technician, Structural Collapse Rescue Operations and Technician.

Employer shall not cause a loss of base pay due to a transfer required by the employer.

Due to the result of a mandatory transfer, the employee shall be guaranteed leave time up to either two (2) calendar days before or two (2) calendar days after any leave previously scheduled before the transfer.

SECTION 2.03 – PERSONNEL REDUCTION

In the event that economic circumstances require the City to consider a reduction in personnel, the City shall notify the Union in writing at least forty-five (45) calendar days prior to such time as said layoff may occur. Upon receipt of said notification, the City and the Union shall promptly meet with the express intent to reach an agreement to avoid or minimize a layoff or reduction in force. If an agreement cannot be reached and a layoff is required, the following process will be followed:

For purposes of selecting the order of layoffs, if no agreement is reached, seniority in the Fire Department shall be the sole determining factor with layoffs beginning with the least-tenured department employee.

In the event that an agreement regarding the implementation of layoffs cannot be reached between the Union and the City, and if a Department employee is selected to be displaced by a layoff, the City shall give the employee the opportunity to fill a vacant position in accordance with the following rules:

1. If a vacancy of the same job classification exists in the Fire Department, the employee shall assume that position or be laid off. If one or more employees are eligible for its position, the vacancy shall be filled by the employee having the greatest departmental seniority.
2. If no vacancy in the same job classification exists in the Fire Department, the displaced employee has the option of filling a vacancy in a lower-graded position in the Fire Department, provided the employee agrees to meet the minimum requirements established for the position within twelve (12) months of accepting the reassignment. If the employee fails to meet the minimum requirements after twelve (12) months, they will immediately be laid off with no recall provisions. If one or more employees are eligible for the position, the vacancy shall be filled by the employee having the greatest departmental seniority.
3. If no vacancy in the same job classification exists and the displaced employee chooses to not fill a vacancy in a lower-graded position, then the displaced employee may bump into a lower-graded position, within the Fire Department, which he or she previously held; provided, however, such displaced employee shall be qualified for that position and has greater departmental seniority than the employee having the least departmental seniority in that job classification.
4. Any employee bumped by Paragraph 3. above shall have the right to bump into a lower-graded position in the Fire Department, which he or she previously held; provided, however, such displaced employee shall be qualified for that position and has greater departmental seniority than the employee having the least departmental seniority in that job classification.

5. Bump Back up Provision: When a vacancy occurs in a promoted position in the Fire Department as a result of layoffs or reduction in force, and when that vacant promoted position is to be refilled, the bumped-back employee, who previously held that rank and having the highest departmental seniority among any other bumped-back employees who previously held that rank, shall be bumped back up into that promoted position and rank. The bumped-back-up employee shall be placed at the step and grade closest to a ten percent (10%) increase over the step and grade of his or her current position (the bumped-back position), or shall be placed at the step and grade held at the time the bump back took place, whichever is the higher amount. In order for an employee to be eligible to be bumped back up, the employee must maintain proper training in the rank he or she once held, and this training shall be offered by the Fire Department.

Recall of Personnel from Force Reduction

A laid off employee shall be placed on a recall list for a period not to exceed one (1) year. Employees who have been laid off and are subject to recall shall remain eligible to participate in department-specific classroom training without pay, in order to maintain certifications required if recalled to their previous position. If there is a recall, employees who are still on the recall list shall be recalled in order of the highest departmental seniority who are qualified for the job classification which is subject to the recall, and if returned to the same job classification, placed at the step and level of benefits which they had held at the time of their layoff. Employees must be qualified to perform the work, at the time of recall as existed at the time of layoff, without further training, in the job classification to which they are recalled. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice, prior to their first scheduled shift day. Notice of recall shall be sent to the employee via certified mail, to the employee's last address on file, with a copy of the notice being sent via mail to the Union. The recalled employee must notify the Fire Chief in writing, within three (3) calendar days of receipt of the recall notice of his or her intent to return to work. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, with return receipt requested, to the address provided by the employee. It is the obligation and responsibility of the employee to provide the City's Human Resources department with his or her current ailing address. The City shall withdraw the employees' recall notice and remove the employee from the recall list, if no response is provided after three (3) calendar days from their receipt of the certified mail or after the US Postal Services exhausts their last attempt to deliver the certified mail.

An employee, who is recalled from layoff prior to one (1) year from layoff, will not be required to complete a probationary period upon recall or pass the new hire physical ability test.

SECTION 2.04 – PROMOTIONS AND HIRING

The City and the Union agree to conform and comply with the Merit Rules regarding:

1. The postings of promotional and hiring opportunities within the bargaining unit;
2. The appeal process related to a promotional selection process. Additionally, whenever a promotional selection process includes a written exam, a practical exam and/or an assessment center, candidates are allowed the opportunity to submit a written appeal in the manner described below.

For an appeal related to a written exam, the Human Resources Department must receive a written appeal within three (3) calendar days after the completion of the written exam. The Human Resources Department will consider an appeal from a written exam and make a determination prior to the next phase of the promotional testing process at issue. For an appeal related to a practical exam and/or assessment center, the Human Resources Department must receive the written appeal within five (5) calendar days from the date of the last feedback session. The Human Resources Department will consider an appeal from a practical exam and/or assessment center result and make a determination prior to any promotional appointment being made.

3. Prior to the establishment of a promotional or hiring list, an employee with an overall passing score shall be awarded these seniority points:
 - Zero (0) points for less than five (5) years' service with the City of Springfield;
 - One (1) point for five (5) or more years, but less than ten (10) years' service with the City of Springfield;
 - Two (2) points for ten (10) or more years, but less than fifteen (15) years' service with the City of Springfield;
 - Three (3) points for fifteen (15) or more years, but less than twenty (20) years' service with the City of Springfield;
 - Four (4) points for twenty (20) or more years' service with the City of Springfield; After a score is established, which shall include seniority points, a list shall be established in accordance with the Merit Rules;
4. The Fire Department shall not exercise the "Rule of Three" (See Merit Rule 7.2, Certification of Eligibles) to fill promoted positions within the bargaining unit, but may exercise the "Rule of Three" to hire new employees or to promote personnel outside the bargaining unit even if a member of the Union is competing to be hired or to be promoted outside the bargaining unit. The Fire Chief shall promote down the established list, filling the first vacancy with the highest scoring candidate based

on whole number scores. In the event two or more candidates have a tied score, the Fire Chief may interview the candidates with the tied score prior to a promotional offer being made, and select the tying candidate of his choice;

5. In the event the Fire Department is compelled to pass over a candidate at the top of a promotional list, the criteria contained within Merit Rule 6.6 “Removal of Names from the Register” must apply;
6. The City and the Fire Department shall continue to utilize the probationary period for employees promoted within the bargaining unit, compliant with existing Merit Rules;
7. The City and the Fire Department shall establish a one (1)-year probationary period for newly hired firefighters. This “New Hire Probationary Period” shall not be extended beyond the one (1)-year period, unless the employee suffers a work-related injury or illness and/or misses a substantial amount of work where his or her performance cannot be adequately evaluated. With such an injury or illness, the Fire Chief may extend “New Hire Probationary Period” not to exceed the amount of time the employee was absent due to the incident;
8. In the event a promoted employee does not pass the probationary period, the promoted employee shall be returned to the position held immediately prior to the promotion. This shall not displace any other employee. The employee will be allowed Union representation throughout the process, but may not appeal the decision through the grievance process set forth in this Agreement or through the Personnel Board;
9. In the event a newly hired Firefighter on probation does not pass the probationary period, the Firefighter on probation will be allowed Union representation and be informed that he or she did not pass the probationary period. The Firefighter on probation will have the option to immediately resign or be terminated. The terminated Firefighter on probation shall not be granted the grievance process;
10. In the event the City or the Fire Department does not fail an employee or extend an employee’s probationary period by the end of the probationary period, the employee will be considered to have passed the probationary period.
11. Employees in place in the Rescue and Salvage position as of December 31, 2020, will not be removed from their assignment due to their inability to obtain the Certification in the CBA, however, this does not apply to maintaining the certifications they currently possess.
12. The normal life of a valid promotional register (Eligible List) for the bargaining unit shall be a minimum of one year from the date of establishment with an option to extend for an additional six months at the discretion of the Fire Chief.

Temporary Vacancies

The Fire Department shall fill temporary vacancies in the position of Equipment Operator, Rescue and Salvage Specialist, Fire Lieutenant, and Fire Captain with qualified Out-Of-Title personnel.

The Fire Department shall not fill temporary or permanent vacancies in the position of Firefighter with non-Springfield Fire Department personnel.

SECTION 2.05 – PERSONNEL TRANSFERS

For the purpose of this section, a transfer is an official move of an employee's work assignment requiring paperwork to be sent to, and signed off by, the Human Resources Department. It does not include the daily arrangement of staffing of a temporary nature to ensure adequate staffing levels.

It is the express intent of this section to put in place a process that significantly limits the annual number of involuntary transfers, with the stated goal of this section to maintain an annual number of total involuntary transfers of employees with more than four (4) years' continuous service with the Fire Department to less than five percent (5%) of the workforce. For the purpose of this section, an "involuntary transfer" will be defined as the rotation of non-probationary personnel with greater than four (4) years of service in the Fire Department for reasons other than request, promotion, or demotion of that employee, and the employee provides written notice to the Assistant Chief of Emergency Services that the transfer was involuntary. This is not subject to the grievance/arbitration procedure.

With the exceptions found in this Article, transfer decisions are a management right. Prior to management making transfers (including when a position becomes vacant), an email notification will be sent to all employees notifying them that the transfer(s) are under consideration. Employees may make a written request through their chain of command to transfer to a different shift, station, apparatus, or to join a special operations team where they would continue to operate in the same job classification. The request will only be considered for that transfer period. In extenuating circumstances, management may make transfers without the required notification of all members, but only after notifying the Union that it will be occurring. All transfers will be based upon departmental needs, such as:

1. By request of an employee.
2. Balancing the number of personnel at each station and on each shift due to retirements, resignations, promotions, transfers or vacancies.
3. Making initial assignments for personnel graduating the Fire Academy.
4. Professional development of the employee.
5. Personnel matters, including disciplinary action.
6. Special Operations Team assignments (assign, add to, remove from, or rotate personnel).
7. Making promotions, demotions, and lateral transfers.
8. Opening, closing, or relocating fire stations.
9. Adding, moving, or eliminating fire companies.

Limitations

1. Transfers will not be made for retaliatory or discriminatory reasons.
2. Upon request, the Employer will provide its justification for a transfer decision.
3. Seniority will be one of the factors that the Employer takes into account in making transfer decisions.
4. In the event that an employee with more than four (4) years' continuous service with the Fire Department will be transferred involuntarily, the merits of the transfer must be reviewed by the Fire Chief and Union President. This is not subject to the grievance/arbitration procedure.
5. Employee preference will be one of the factors that the employer takes into account when making transfer decisions.

Lateral Transfers and Voluntary Demotions

All lateral transfers and voluntary demotions will comply with SFD Policy and Procedure 12.L50, Lateral Transfer and Voluntary Demotion, and any future amendment thereto mutually agreed upon through the DRC process.

SECTION 2.06 – DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Definition of a Grievance

A grievance is defined as any unresolved difference between the City and the Union or any employee regarding the application, meaning or interpretation of an express provision of this Agreement or which involves an alleged violation of an express provision of this Agreement and excluding discipline and discharge issues. Grievances concerning demotion, suspension, loss of base pay, or discharge are addressed separately in “GRIEVANCE PROCEDURE” below. Grievances concerning written or oral reprimands that do not result in demotion, suspension, loss of base pay, or discharge shall be handled as defined herein, provided, however, that such grievances are not subject to the arbitration procedure or Personnel Board.

Grievances shall be processed by the Union on behalf of an employee, on behalf of a group of employees, or the Union itself. Either party may have the grievant or one (1) grievant representing a group of grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request. Grievances may be filed on behalf of two (2) or more employees only if the, same or similar issues apply to all employees in the group and the grievance seeks a similar type of remedy.

A grievance shall contain a statement of the Union’s position, the Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature and the date of the grieving employee(s) or a Union representative. Unrelated issues shall not be addressed in the same grievance.

The grievance procedure shall be the exclusive mechanism to resolve contract grievances.

Timeliness

To be considered timely, a grievance must be presented within fifteen (15) calendar days of the date of the occurrence giving rise to the grievance or the date that the aggrieved employee (or Union) became aware of or reasonably should have become aware of the occurrence, whichever is later. Untimely grievances are waived.

Informal Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute may be made between the employee and his/her immediate supervisor. The employee shall make his complaint to his immediate supervisor. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later. The Union may initiate grievances at Step 1 described below.

Grievance Handling

No employee or Union representative shall leave his work assignment to investigate, file or process grievances without first securing permission of the Fire Chief or his designee. In the event of a

grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his immediate safety. The employee shall not be allowed overtime compensation for meetings associated with a grievance that occur outside their normal work schedule.

Grievance Procedure

Step 1:

If the grievance is not resolved pursuant to the informal dispute resolution procedure contained in this Article, the Union shall make a determination whether it should be pursued based upon the merits of the grievance, and if so, it shall prepare a written grievance and present it to the Department's designated representative for handling grievances no later than ten (10) calendar days after the employee was notified of the decision of the supervisor, unless the parties agree to a written extension thereof. If the Union decides to skip Informal Dispute Resolution, then it shall present a written grievance to the Department's designated representative within the time frame outlined in the "Timeliness" section above. A grievance must be on an approved grievance form and may be delivered via electronic mail or hard copy. Within ten (10) calendar days after the grievance has been submitted, The Department's representative or his designee shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Department's representative shall respond in writing to the grievant and the Union Representative within five (5) calendar days following the meeting, unless the parties agree to a written extension thereof. If the Department does not respond within the time limits, the Union may advance the grievance to the next step.

Step 2:

If the grievance is not settled at Step 1, a written appeal may be filed within five (5) calendar days after the decision of the Department's representative to the Fire Chief or his designee. Within ten (10) calendar days thereafter, the Fire Chief or his designee shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Fire Chief or his designee shall respond in writing to the grievant and the Union within five (5) calendar days following the meeting, unless the parties agree to a written extension thereof.

Step 3:

If the Union is not satisfied with the Fire Chief's Response, it may either file a written request for arbitration or request that the Human Resources Director (or his/her designee) review the Response within ten (10) calendar days of receiving the Response. If the Union elects to request that the Human Resources Director review the grievance, the Human Resources Director must either deny the grievance or issue a decision within fifteen (15) calendar days of the Union's request. Within ten (10) calendar days of receiving the Human Resource Director's decision the grievance may be advanced to arbitration.

Step 4:

If the dispute is not settled at Step 2 or 3, whichever is applicable, the Union may demand in writing that a grievance be submitted to arbitration no later than ten (10) calendar days from the conclusion of Step 2 or 3, whichever is applicable. Grievances which are not timely advanced are waived.

Step 5:

Within twenty (20) calendar days after the matter has been submitted to arbitration, a representative of the City and the Union shall meet to try to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after such meeting, the parties shall request the FMCS to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the City representative and the Union. A coin toss shall be used to determine the first strike. The loser of the coin toss shall strike first. The person whose name remains on the list shall be the arbitrator. All hearings shall be held in the City of Springfield unless otherwise agreed to.

Step 6:

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. Jointly submitted facts and issues will be binding on the arbitration. The City or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the City and the Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. The decision and award of the arbitrator shall be made within forty-five (45) calendar days following the hearing and shall be final and binding.

Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him by the parties and shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law or public policy. The arbitrator shall submit his or her decision in writing within forty-five (45) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Grievance Processing and Time Limits

- A. Up until the date an arbitrator issues a decision, grievances may be withdrawn at any step of the grievance procedure without precedent.
- B. Time limits may only be extended by mutual agreement, confirmed in writing by both parties.
- C. Any grievance that is not filed or advanced within the time limits set forth in this Article will be considered to be abandoned and waived.

Disciplinary Grievance Procedure

- A. If a member of the bargaining unit is demoted in rank, suspended without pay, or discharged and believes the discipline lacks just cause, he or she may appeal the decision pursuant to Rule 13.4(c) or 13.5(c) of the Merit system Rules, except as modified herein. Within fifteen (15) calendar days of the effective date of the discipline, the employee must decide:
 - 1. Whether to request a hearing before the Personnel Board; or
 - 2. Waive in writing his or her right to a hearing before the Personnel Board and instead, request a final decision from the City Manager.
- B. If the employee waives the hearing before the Personnel Board, the City Manager will make a decision no later than fifteen (15) calendar days.
- C. If the employee is not satisfied with the City Manager's decision, he or she may file a grievance with the Association or pursue his or her right to appeal to the Circuit Court. The decision to file a grievance must be made no later than fifteen (15) calendar days after receipt of the City Manager's decision.
- D. If a grievance is filed, the Association will decide within fifteen (15) calendar days whether to demand arbitration of the grievance, and if so, the grievance will be arbitrated according to the procedures of Steps 5 and 6 and Authority of the Arbitrator. An arbitrator's decision will be final and binding. If the Association declines to arbitrate the grievance, the employee may nevertheless retain his right to appeal the decision to Circuit Court.
- E. An employee whose disciplinary grievance is advanced to arbitration must waive his or her right to appeal the discipline in Circuit Court pursuant to Sections 536.100 to 536.150 RSMo. in writing, Nothing in this Section shall preclude one of the parties from appealing the ruling of the Arbitrator, if such appeal is permitted by law.

SECTION 2.07 – SHIFT EXCHANGE/TIME TRADING

Employees may time trade under the provisions of SFD Policy and Procedure 12.T50, Time Trading, and any future amendment thereto mutually agreed upon through the DRC process.

SECTION 2.08 – NON-SCHEDULED WORK

Guidelines for Non-scheduled Work

Employees not yet relieved of duty shall remain on-duty to ensure the apparatus remains at minimum staffing.

Employees dispatched to an emergency that carries them past the end of their shift shall remain on-duty until the assignment is completed or until relieved.

In the event the Fire Department must call in an employee, the Department will attempt to fill the vacancy with an employee of equal rank. To ensure adequate staffing the Department shall:

1. First utilize the call-in list to attempt to find an employee who will voluntarily report to work;
2. If a qualified employee on the call-in list cannot be called in, the Department shall then utilize the mass alert system to contact employees. The first qualified employee to respond to the alert shall be used to fill the vacancy;

If necessary, the mass alert system shall be used to send a maximum of two (2) messages to obtain needed staffing. The first message will specify the staffing needed, the duration, and location. If required, the second alert will specify that it is the final request for staffing, specifying the staffing needed, the duration, and location;

3. If the required staffing need is not filled through the mass notification system and mandatory overtime is used, a third message will be sent indicating that members who had been placed on holdover have now been placed on mandatory overtime due to insufficient staffing;
4. If a qualified employee does not respond to the alert, then the Department shall utilize the roster to contact employees and can mandate that a qualified employee return to work.

Off-duty employees shall not be required to stand by or to be on-call with the exception of Fire Marshals. Off-duty employees shall not be required to carry communication devices, and shall not be required to answer their phones.

In the event the Fire Department issues an order for the employee to report to a site or enter information on a personal computer, then the time in which the employee carries out these orders shall be compensable at the regular rate of pay.

In the event an employee is physically unable to safely perform the duties required for overtime, the employee shall be obligated to state that he or she is "sick." The employee shall be exempt from being required to work that overtime assignment; however, the Fire Chief may order the employee to provide a doctor's note once the employee may safely report to a medical appointment.

In the event an employee is physically unable to report to work due to being out of the region, the employee shall advise the officer who is making the call-back of an estimated date and time in which the employee could report to work. If the employee's presence is still required, the employee shall be exempt from being required to work until that estimated time is reached.

An additional Fire Marshal called in to assist with an emergency or investigation shall be entitled to pay as referenced in Section 3.01 (FLSA, Overtime, & Payroll System) herein.

Call-In List

A call-in list shall be agreed upon between the Union and Fire Administration.

The Fire Department shall maintain the call-in list, one for the Fire Operations Division and one for the rank of Fire Marshal. Employees desiring overtime may add their name to the call-in list on the day in which overtime is desired, indicating their rank, any membership to a specialty team, a contact number and desired times in which overtime can be worked.

The supervisor given the authority to call in personnel for overtime purposes shall call personnel of the appropriate rank in which the vacancy exists listed on the day in which overtime is needed.

Employees may not enter their name on the call-in list to where it automatically repeats from day to day for indefinite periods of time.

If an employee cannot work during the times he or she has indicated on the call-in list, the employee should make every effort to remove their name from the list while on duty. If the employee is unable to do so, the employee shall contact the on-duty Battalion Chief. If the employee is off-duty when they realize a change is to be made to the call-in list, the employee shall not be entitled to overtime to come to a worksite to make these changes, and the employee shall not experience negative consequences for not making these changes while off-duty.

If an employee, who is on the call-in list, and who is contacted prior to 9:00 a.m., refuses to voluntarily report to work and had reasonable opportunity to remove their name from the call-in list, then that employee shall be given an oral reprimand. The oral reprimand shall be documented and maintained in a departmental file. The oral reprimand shall not be committed to the employee's Human Resources' personnel file. A second refusal within a rolling twelve (12)-month period shall result in the employee being denied the opportunity to enter their name on the call-in list for a period of twelve (12) months.

No call-in is considered mandated unless a Chief Officer specifically states prior to the employee accepting the assignment that the employee is mandated to report to work.

Training Captains

Employees in the role of Fire Captain in the Training Division may sign up on the Operations Division call-in list. Call-in shall not interfere with the normally assigned work schedule.

Training Captains are not eligible for call-in within 12 hours of the start of their normally assigned shift.

Fire Marshal – On-Call

Merit Rule 19.2.3 “Emergency Calls – Fire Marshals Assigned On-Call” shall apply to Fire Marshals on-call and as they are called upon. At least one (1) Fire Marshal shall be on-call during the following times:

1. Continuously from 6:00 p.m. Friday evening until 6:00 p.m. Sunday evening, each and every week;
2. From 6:00 a.m. until 6:00 a.m. the following day on: New Year’s Day, Presidents Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas; and
3. From 7:00 p.m. until 7:00 a.m. the following day on New Year’s Eve;
4. Unless otherwise agreed upon through the DRC process.

Fire Marshals shall pick on-call time in the month of December for the following calendar year in a fair and equitable way agreed upon by the majority of Fire Marshals. Picking shall continue in this rotation until all on-call time slots are covered. Fire Marshals may trade on-call time slots with each other or give a time slot to another Fire Marshal if the trading parties are in agreement. While on-call, Fire Marshals must be within thirty (30) minutes of the City limits.

Fire Marshals who voluntarily accept routine call-in outside their normal work schedule during the work weeks where there is a holiday that is recognized by the CBA, Fire Administration will pay the extra hours at the rate of time and one-half (1 1/2) for the actual hours worked with no minimum number of hours. This does not impact Merit Rule 19.2.3 related to Fire Marshals working assigned on-call.

Fire Marshal Occupancy Checks

Normal staffing for when the Fire Department tasks a Fire Marshal with conducting occupancy checks is at least one (1) Fire Marshal. The Department may assign an additional Fire Marshal as conditions warrant.

Fire Marshal Response

A Fire Marshal who is not in an on-call status, and who responds for service upon request as a second certified bomb technician, or as a second certified fire investigator, shall receive a minimum of four hours guaranteed overtime at the rate of time-and-one-half, regardless of incident duration. These hours shall not overlap the normally assigned work hours.

Travel Between Stations

In the event an employee is called in to work at a location other than the employee's assigned fire station, the employee will be considered on the clock at the time the employee arrives to his or her assigned station to retrieve turnout gear and necessary traveling gear, and shall remain on the clock until the assignment is completed.

Honor Guard

In the event a request is made to the Fire Department by the family of the deceased to have the Honor Guard present at a funeral that is within one-hundred (100) road miles of the City for a member or former member of the Springfield Fire Department, the Fire Department shall send a minimum of four (4) Honor Guard members to the funeral, unless otherwise agreed upon by the Fire Chief and Union President for a specific event.

In the event the Fire Department elects to participate in a parade, four (4) members of the Honor Guard shall participate in the parade along with an apparatus designated by the Department.

Four (4) members of the Honor Guard shall take part in the annual Fallen Fire Fighter Memorial in Kingdom City, Missouri. The Honor Guard members to participate in these events may be pulled from on-duty members of the Honor Guard if doing so does not bring staffing below minimum levels, or off-duty members of the Honor Guard may be called in. Irrespective of the foregoing, the Fire Department will not mandate any member of the Honor Guard to participate in an event. If there are not four (4) Honor Guard members willing to participate in an Honor Guard event, no Honor Guard will be sent, unless otherwise agreed upon by the Fire Chief and Union President for a specific event.

SECTION 2.09 – EXTREME WEATHER

While Firefighters must perform emergency duties in all weather conditions, extreme weather can create unreasonable risks for some activities. Employees shall not engage in training and drills conducted outside during extreme weather conditions. Extreme weather conditions include:

- Outside training requiring the use of turnout gear. Training requiring turnout gear may not occur when the temperature is at or below twenty degrees (20°) Fahrenheit, to include the wind chill, or above ninety degrees (90°) Fahrenheit based upon the National Weather Service.

Training and drills may be conducted indoors during inclement weather conditions provided the indoor conditions fall within the parameters established above.

Since non-training activities do not require the use of turnout gear, outdoor community risk reduction, public education or public relations events or apparatus demonstrations that require personnel to be outdoors for more than thirty (30) consecutive minutes, will not be conducted during the following weather conditions:

- Wind Chill temperatures at or below 20 degrees Fahrenheit or above 100 degrees Fahrenheit based upon the National Weather Service for more than two hours.

Training, public education/apparatus demonstrations, and other similar activities will not be conducted outdoors under the following conditions:

- Winds (sustained or gusts) in excess of 30 mph based upon the National Weather Service.
- Heavy rain.
- During heavy snowfall, sleet, or icing.
- When thunder is first heard or lightning is first observed and will not resume until 30 minutes after the last observation.

Exceptions to this provision may be granted on a case by case basis with the approval of the Fire Chief and the Union President.

When necessary, live burn training that occurs as part of the Fire Academy is exempt from the low temperature requirements of Section 2.09 (Extreme Weather).

SECTION 2.10 – APPARATUS STAFFING

The following applies to apparatus staffing levels within the bargaining unit. The Fire Department shall be committed to having at least two (2) Chief Officers or “Acting” Chief Officers on duty at all times. One of these Chief Officers may be the “On-Call” chief. Exceptions to staffing requirements as specified below include transit of on-duty personnel to scheduled meetings or department training. Out-of-service apparatus are not prohibited from responding to an incident due to staffing levels below the minimums.

The Department shall be normally staffed with the following positions:

- Thirty-six (36) Fire Captains;
- Nine (9) Fire Lieutenants;
- Eighteen (18) Rescue and Salvage Specialists;
- Forty-five (45) Equipment Operators;
- Ninety-Six (96) Firefighters;
- Five (5) Fire Marshals; and
- Three (3) Fire Training Captains.

For the purpose of this section, the term “Acting” refers to a member of the Fire Department of a different rank who has completed the qualification to perform the duties of the position they are filling consistent with the appropriate SFD Policy and Procedure. It is management’s right to objectively determine who qualifies as being able to competently perform the duties.

Fire Engines & Truck Company Staffing:

The minimum staffing level for each in-service engine or truck shall be:

1. One (1) Fire Captain or “Acting” Fire Captain; or One (1) Fire Lieutenant or “Acting” Fire Lieutenant
2. One (1) Equipment Operator or “Acting” Equipment Operator; and
3. One (1) Firefighter or “Acting” Firefighter.

Each in-service fire engine and truck company will be staff with at least the minimum staffing level each day.

Light Rescue Staffing:

The minimum staffing level for an in-service light rescue shall be:

1. One (1) Rescue and Salvage Specialist; and
2. One (1) Rescue and Salvage Specialist or “Acting” Rescue and Salvage Specialist.

Heavy Rescue Staffing:

The minimum staffing level for an in-service heavy rescue shall be either:

1. One (1) Fire Captain, Fire Lieutenant or “Acting” Fire Captain;
 2. Two (2) Rescue and Salvage Specialists; and
 3. One (1) “Acting” Rescue and Salvage Specialist;
- or
1. One (1) “Acting” Fire Captain that is a Rescue and Salvage Specialist;
 2. One (1) Rescue and Salvage Specialist; and
 3. Two (2) “Acting” Rescue and Salvage Specialists.

Squad Staffing:

The minimum staffing level for a squad will be:

1. One (1) Equipment Operator or “Acting” Equipment Operator; and
2. One (1) Rescue Specialist or “Acting” Rescue Specialist.

*Management may implement a Squad on a trial basis with the intent of evaluating the effectiveness of a unit to respond to medical emergencies during peak demand times in order to keep fire apparatus in-service. The details of the implementation will be subject to the DRC process.

Air Van Staffing:

The minimum staffing level for an air van shall be:

1. One (1) Equipment Operator; or
2. One (1) “Acting” Equipment Operator.

Water Rescue Staffing:

The Water Rescue apparatus shall be cross staffed by qualified Water Rescue personnel. When such emergency or training occurs, fire companies at the Water Rescue station(s) shall be taken out of service if the staffing level drops below minimum.

For emergency responses, if the driver of the Water Rescue apparatus is of the rank of Firefighter, the driver shall receive one-half (1/2) shift Out-Of-Title pay if the duration of the emergency is twelve (12) hours or less. If the duration of the emergency is longer than twelve (12) hours, the Firefighter shall receive a full shift of Out-Of-Title pay. In the event the Firefighter responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the Firefighter shall be entitled to one (1) full shift of Out-Of-Title pay.

Hazardous Materials Staffing:

The Hazardous Materials apparatus shall be cross staffed by qualified Hazmat personnel. When such emergency or training occurs, fire companies providing staffing for the Hazardous Material Team shall be taken out of service if the staffing level drops below minimum.

For emergency responses, if the driver of the Hazmat apparatus is of the rank of Firefighter, then the driver shall receive one-half (1/2) shift Out-Of-Title pay if the duration of the emergency is twelve (12) hours or less. If the duration of the emergency is longer than twelve (12) hours, then the Firefighter shall receive a full shift of Out-Of-Title pay. In the event the Firefighter responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the Firefighter shall be entitled to one (1) full shift of Out-Of-Title pay.

Support Vehicles

Support vehicles are not normally staffed; however, qualified on-duty personnel may be tasked with driving and operating these apparatus as needed for both emergency and non-emergency purposes. For emergency responses, if the driver of these apparatus is of the rank of Firefighter, the driver shall receive one-half (1/2) shift Out-Of-Title pay if the duration of the emergency is twelve (12) hours or less. If the duration of the emergency is longer than twelve (12) hours, the Firefighter shall receive a full shift of Out-Of-Title pay.

For snowplow operations, if the driver of these apparatus is of the rank of Firefighter, the driver shall receive one-half (1/2) shift Out-Of-Title pay if the duration of the plowing is twelve (12) hours or less. If the duration of the plowing is longer than twelve (12) hours, the Firefighter shall receive a full shift of Out-Of-Title pay.

In the event the Firefighter responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the Firefighter shall be entitled to one (1) full shift of Out-Of-Title pay.

Bomb Squad Staffing:

For Bomb Squad response to incidents outside city limits, a minimum of two (2) Fire Marshals shall be required.

Special Events Staffing:

Should an additional fire company be needed for Special Event coverage, the minimum staffing for special events shall be one (1) Fire Captain or "Acting" Fire Captain, or one (1) Fire Lieutenant and "Acting" Fire Lieutenant, one (1) Equipment Operator or "Acting" Equipment Operator, and one (1) Firefighter or "Acting" Firefighter. Additional apparatus and personnel may be assigned if deemed necessary by the Fire Chief.

ARTICLE 3 – COMPENSATION

SECTION 3.01 – FLSA, OVERTIME & PAYROLL SYSTEM

The pay for all non-exempt uniformed personnel (personnel eligible for overtime) shall meet or exceed the minimum standards of the Fair Labor Standards Act (FLSA).

Pay Periods

The employees of the Fire Department shall be paid bi-weekly, with the pay date being on the Thursday immediately following the pay period which just ended. In the event that the Thursday pay date is a federal or banking holiday, then the pay date shall take place on the closest business day before the regular Thursday pay date.

For employees within the bargaining unit that are assigned a 56 hour per week schedule, the two week pay period shall include hours worked throughout a period starting on a Sunday at 7:00 am and ending two weeks later on a Sunday at 6:59:59 am. For employees within the bargaining unit that are assigned a 40 hour per week schedule, the two week pay period shall include hours worked throughout a period starting at midnight / 12:00 am on a Sunday and ending two weeks later on a Saturday at 11:59:59 pm

Overtime Calculations

In accordance with 29 CFR 553.230, the Fire Department shall consider a “work period” as lasting twenty-eight (28) calendar days. Non-exempt non-administrative employees shall be entitled for overtime at a rate of time and a half (1 1/2) of their regular rate of pay for all time worked above two-hundred and twelve (212) hours in the twenty-eight (28) day work period. Overtime hours shall be based on actual hours worked and shall meet or exceed the standards set out in FLSA. The overtime rate of pay shall be time and a half (1 1/2) of the regular rate of pay as defined by the FLSA.

The Fire Department may schedule overtime for various events, training, or other purposes. If the overtime is voluntary, then the employee shall be paid at the regular rate of pay.

Employees who are requested to report to work from the call-in list and who report to work shall be paid at the regular rate of pay. Employees who are mandated to report to work from the call-in list and who report to work shall be paid at time and a half (1 1/2) of the regular rate of pay.

An employee, who is mandated to continue working past his or her scheduled shift, or mandated to come in early for their shift for any reason, shall be paid at a rate of time and a half (1 1/2) of the employee’s regular rate of pay for actual time worked. This provision shall be in accordance with the Merit Rules.

If an employee is mandated to work additional hours not continuous with their normal work hours, the employee shall be paid for a minimum of four (4) hours at a rate of time and a half (1 1/2) of the employee’s regular rate of pay. However, if the employee voluntarily continues to work past

his or her scheduled shift or voluntarily reports to work when called in, the employee shall be paid at the regular rate of pay for the actual hours worked.

If an employee is mandated to continue working past his or her scheduled shift for any reason, and then volunteers to work beyond the time when they were mandated to do so, they will be paid at the rate of time and one half (1 1/2) of the employee's regular rate of pay until the time when they had the option to leave; after which, they will be paid at their regular rate of pay for the remainder of the time worked.

Deductions

Provided that all Union provided benefits are submitted and deducted as provided for in Section 1.04 (Payroll Deduction of Union Dues and Other Assessments), the following may be deducted from wages at no cost to the employee unless specified below:

1. Federal and State Withholding Taxes;
2. FICA (Social Security) & Medicare;
3. Group Life and Dependent Life on the first paycheck of the month;
4. Cancer Insurance along with its rider on the first paycheck of the month;
5. Dental Insurance on the first paycheck of the month;
6. Vision Insurance on the first paycheck of the month;
7. Credit Union;
8. Garnishments;
9. Union Dues on the first paycheck of the month;
10. PAC contributions, at a cost of ten cents (\$0.10) per deduction;
11. Health & Medical Insurance Programs;
12. Deferred Compensation Program;
13. United Way contributions;
14. Cafeteria Plan deductions;
15. Pension contributions;
16. Such other items as may be required by law.

SECTION 3.02 – WAGES

A. Effective for Fiscal Year 2022:

The City will fund the Merit Steps for all Salary Grades within the bargaining unit contained in the Fire Protection Services (FPS) salary schedule.

The City will also move bargaining unit members for all Salary Grades, who have an overall satisfactory appraisal during FY22, and who are on step 6 to step 8, and who are on step 8 to step 10, effective on their regularly scheduled appraisal/increment date. Additionally, at the end of FY22, the City will freeze steps 7 and 9.

The City will also increase the base pay rate of the current top pay step 11 by 1.75% for all Salary Grades in the bargaining unit.

These changes shall be effective for the pay period commencing July 4, 2021, with a corresponding pay date of July 22, 2021.

- B. The IAFF may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2023 at least 30 days before the commencement of such successor negotiations. The negotiations shall begin no later than March 1, 2022. Before the commencement of negotiations, the City shall provide the IAFF a detailed cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the merit steps in Excel spreadsheet form that is not locked in order to facilitate the IAFF's calculation of the cost of its proposals. It is the objective of this schedule for wage reopener negotiations to begin in sufficient time for the IAFF's proposals to be considered during the budget process.
- C. The IAFF may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2024 at least 30 days before the commencement of such successor negotiations. The negotiations shall begin no later than March 1, 2023. Before the commencement of negotiations, the City shall provide the IAFF a detailed cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the merit steps in Excel spreadsheet form that is not locked in order to facilitate the IAFF's calculation of the cost of its proposals. It is the objective of this schedule for wage reopener negotiations to begin in sufficient time for the IAFF's proposals to be considered during the budget process.

- D. At any time during the term of this Agreement, either party may notify the other party in writing that it wishes to re-open this Agreement for the limited purposes of: 1) modifying this Agreement to accommodate any ARPA funds allocated to the bargaining unit by the City; 2) negotiating over requiring members of the bargaining unit to be vaccinated against COVID-19 (which does not waive the City's Management Rights on this issue). The parties agree to incorporate into the CBA any provision of an ordinance enacted by Springfield's City Council which provides for ARPA-funded premium pay to members of the bargaining unit.

The parties recognize that the reopener/agreement to incorporate relating to ARPA funds is part of the consideration for acceptance of the provisions in this CBA, including this Article 3, and that any incorporation or agreement reached as part of that reopener, including any agreement for premium pay or for other payment of ARPA funds, is also part of the consideration for this CBA.

Out-Of-Title Pay

An employee is considered to work Out-Of-Title anytime said employee is required to work in a position of a higher rank to ensure the efficient operation of the Fire Department. This usually occurs, but is not limited to, when an employee of higher rank is either absent or required to work another assignment, creating a staffing vacancy.

When Out-Of-Title is compensable, it shall be calculated as eighty percent (80%) of the differential between the highest current Top Step at the time for bargaining unit employees (hereinafter the "Top Step") of the employee's current position and the Top Step of the higher full rank the employee is filling.

Out-Of-Title pay for personnel covered under items 1. - 5. below, will be paid only when the employee has worked at least six (6) consecutive hours in an Out-Of-Title position, and shall only be paid in increments of six (6) [6-11 hours], twelve (12) [12 - 17 hours], eighteen (18) [18-23 hours] or twenty-four (24) hours. No Out-Of-Title pay shall be paid for any increments of consecutive hours worked of less than six (6) consecutive hours. Twenty-four (24) hours of Out-Of-Title pay shall be paid for any increments of consecutive hours worked of twenty-four (24) or more consecutive hours.

Out-Of-Title is compensable when:

1. A Firefighter works as an "Acting" Equipment Operator or "Acting" Rescue and Salvage Specialist. The Firefighter shall be paid eighty percent (80%) of the differential between FPS1, Top Step and FPS4, Top Step;

2. An Equipment Operator works as an “Acting” Fire Lieutenant or “Acting” Fire Captain. The Equipment Operator shall be paid eighty percent (80%) of the differential between FPS4, Top Step and FPS6, Top Step;
3. A Rescue and Salvage Specialist works as an “Acting” Fire Lieutenant, or “Acting” Fire Captain. The Rescue and Salvage Specialist shall be paid eighty percent (80%) of the differential between FPS4, Top Step and FPS6, Top Step;
4. A Fire Captain works as an “Acting” Battalion Chief. The Fire Captain shall be paid eighty percent (80%) of the differential between FPS6, Top Step and FPS10, Top Step;
5. The Firefighter working as an “Acting” Equipment Operator or “Acting” Rescue and Salvage Specialist, or ordered to operate the HazMat, Water Rescue or support apparatus, shall be paid eighty percent (80%) of the differential between FPS1, Top Step and FPS4, Top Step;
6. An “Acting” Captain is either the officer in charge or the member making a report on any specialty team response. They will be entitled to one-half (1/2) shift Out-Of-Title pay. If the emergency response lasts longer than twelve (12) hours, then the “Acting” Captain shall be entitled to a whole shift of Out-Of-Title. In the event the employee responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the employee shall be entitled to one (1) full shift of Out-Of-Title pay.

A Fire Lieutenant may serve in the role as “Acting” Fire Captain, but the Fire Lieutenant’s Out-Of-Title work is not compensable at the higher rate per a Union-Management agreement from the early 1990’s. A Fire Lieutenant shall not work Out-Of-Title as an “Acting” Battalion Chief until such time Out-Of-Title pay for Fire Lieutenant is renegotiated.

A Fire Captain or “Acting” Fire Captain may order his or her subordinate Firefighters, Equipment Operators, Rescue and Salvage Specialists, and/or Fire Lieutenant to work Out-Of-Title provided that they are appropriately qualified consistent with the appropriate SFD Policy and Procedure.

A Fire Lieutenant, or “Acting” Fire Lieutenant, may order his or her subordinate Firefighters and/or Equipment Operators, and/or Rescue and Salvage Specialists to work Out-Of-Title provided that they are appropriately qualified consistent with the appropriate SFD Policy and Procedure.

A Chief Officer may request a Fire Captain work Out-Of-Title as an “Acting” Battalion Chief, but the Fire Captain has the ability to refuse the Out-Of-Title work without negative consequences.

SECTION 3.03 – SPECIALTY TEAMS

The Springfield Fire Department shall maintain a Water Rescue, Hazardous Materials and Technical Rescue Team, and the Bomb Squad. In addition to the Policy & Procedures, Merit Rules, and Salary Ordinance, the following shall also apply:

Hazardous Materials Team

The Hazardous Materials Team shall consist of at least twelve (12) members of the Springfield Fire Department for each shift, one of whom shall be the Team Leader, and may include additional personnel above the twelve (12) from outside agencies. A Team Leader shall be assigned by the Fire Department. The remainder of the Hazardous Materials Team shall be made up from personnel assigned to the Hazmat Station or other stations as deemed necessary by the Fire Department.

Employees desiring to join the Hazardous Materials Team shall submit a memorandum to the Battalion Chief overseeing Special Operations, with copies to said employee's immediate supervisor and their Battalion Chief. If the employee is required to change shifts by joining the team, the Fire Department will work with the employee to transfer his or her vacation shift dates to a new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels. A voluntary membership on the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership.

In the event a vacancy occurs on the Hazardous Materials Team and no employee has submitted a request to join the team, the Fire Department may appoint a non-probationary employee of the appropriate rank with the least seniority in rank to fill the vacancy. The appointment to the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership. If the employee is required to change shifts by joining the team, the Fire Department will work with the employee to transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Members of the Hazardous Materials Team shall receive training consistent with NFPA 1072 at the Hazardous Materials Technician level. New members to the Hazardous Materials team shall be required to become State of Missouri IFSAC certified, and shall be compensated for acquiring and maintaining certification, when required. The team member who does not meet the NFPA 1072 requirements shall not work emergency calls in the capacity of a technician but may train in the capacity of a technician at the direction and supervision of the Team Leader or their designee.

Team members shall receive proficiency pay in the amount of six-hundred dollars (\$600.00) per year, with the team leader receiving one-thousand dollars (\$1,000.00) per year. Annual

proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each partial month they are on the team.

Water Rescue Team

The Water Rescue Team shall consist of at least eight (8) members of the Springfield Fire Department for each shift, one of whom shall be the Team Leader, and may include additional personnel above the eight (8) from outside agencies. A Team Leader shall be assigned by the Fire Department. The remainder of the Water Rescue Team shall be made up from personnel who are assigned to the Water Rescue station or other stations as deemed necessary by the Fire Department.

Employees desiring to join the Water Rescue Team shall submit a memorandum to the Battalion Chief overseeing Special Operations, with copies to said employee's immediate supervisor and their Battalion Chief. If the employee is required to change shifts by joining the team, the Fire Department will transfer his or her vacation shift dates to new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels. A voluntary membership on the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership.

In the event a vacancy occurs on the Water Rescue Team and no employee has submitted a request to join the team, the Fire Department may appoint an employee of the appropriate rank to fill the vacancy. The appointment to the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership. If the employee is required to change shifts by joining the team, the Fire Department will transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Before an employee is assigned to the Water Rescue Team, the employee must have successfully completed a swim test within the past twelve (12) months. Neither the City nor the Fire Department shall mandate a swim test for anyone other than a candidate for the Water Rescue Team or a current Water Rescue Team member. This paragraph is to prohibit the Department from testing every single employee every single year.

In addition to passing a swim test prior to appointment to the Water Rescue Team, members of the Water Rescue Team shall be required to obtain certifications meeting NFPA 1006 (2013) at the technician level for Swift Water Rescue and Swiftwater Rescue Boat Operator. Water Rescue Team members shall obtain certification meeting NFPA 1006 (2013) at the technician level for Ice Rescue, as available. All Water Rescue Team personnel shall be compensated for acquiring and maintaining certifications and attending required training. The team member who is not yet certified shall not work emergency calls in the capacity of a technician but may be required to train as a technician at the direction and supervision of the Team Leader or their designee.

Team members shall receive proficiency pay in the amount of six-hundred dollars (\$600.00) per year, with the team leader receiving one-thousand dollars (\$1,000.00) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each partial month that they are on the team.

Technical Rescue Team

The Technical Rescue Team shall consist of at least seven (7) members for each shift, one of whom shall be the Team Leader. The Team Leader shall be the Fire Captain appointed by the Fire Chief. By virtue of their rank, all Rescue and Salvage Specialists shall be assigned to the Technical Rescue Team.

Members of the Technical Rescue Team shall be required to obtain and maintain the following IFSAC certifications and training programs to meet NFPA 1006 (2013) at the technician level:

- IFSAC certification in(Rope Core, 6.1 and 6.2) or approved IFSAC equivalent;
- Confined Space Technician
- Structural Collapse Technician
- Trench Rescue Technician

Technical Rescue Team members shall obtain IFSAC certification in the individual discipline areas of confined space, structural collapse, and trench rescue within one (1) year from the date of adoption of the IFSAC curriculum as the training standard by the Fire Department, or until such time that the Fire Department can provide the appropriate certification program.

The team member who is not yet certified shall not work emergency calls in the capacity of a technician but may train in the capacity of a technician at the direction and supervision of the Team Leader or their designee.

A Rescue and Salvage Specialist assigned to the team after the date of execution of this agreement must acquire certifications within one (1) year of assignment to the team, or within such time that the Fire Department can schedule the employee into the appropriate certification/training program – if they fail to do so, they will no longer be meeting the job description of Rescue and Salvage Specialist and will be subject to demotion.

In the event that a Rescue and Salvage Specialist who was appointed between January 1, 2021 and the date of execution of this agreement cannot pass the certification process, the employee will be given 1 year to retry and pass; and the employee will be compensated for completing all required training and testing processes necessary to achieve the certification and if they fail/refuse to do so, they will no longer be meeting the job description of Rescue and Salvage Specialist and will be subject to demotion. If fire administration determines that such an incumbent Rescue and Salvage Specialist should be demoted as a result of their inability to obtain certification, the demotion will be for cause, but will not be considered punitive against the member. This demotion will not preclude their ability to test for any promotion for which they were previously qualified.

A Fire Captain assigned as Technician Rescue Team Leader must obtain and maintain certifications within one (1) year of assignment to the team, or within such time that the Fire Department can provide the appropriate certification program. In the event the Fire Captain cannot pass the certification process, the Fire Captain will be subject to transfer. If the Fire Captain is required to change shifts, the Fire Department will work with the employee to transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Team leaders shall receive proficiency pay in the amount of one-thousand dollars (\$1,000.00) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each full or partial month they are on the team.

Bomb Squad

The Bomb Squad shall consist of at least two (2) Fire Marshals from the Springfield Fire Department, one of whom shall be the Team Leader, and may include additional personnel above the two (2) from outside agencies (Springfield Police Department and/or Greene County Sheriff's Office). The Bomb Squad Commander shall be appointed by the Fire Chief. By virtue of their rank, all Fire Marshals shall be assigned to the Bomb Squad..

SECTION 3.04 – HEALTH INSURANCE

The City shall cover one-hundred percent (100%) of the annual cost of employee health insurance premiums. The employee shall be responsible for one-hundred percent (100%) of the cost of dependent health insurance premiums. The premiums shall be arrived at by sound actuarial means. Any increases in premiums shall be in accordance with City ordinances.

Changes to the health insurance plan, including but not limited to preferred providers, deductibles, co-pays, maximum out-of-pocket, and limitations on coverage, shall be subject to negotiation. The City and the Union realize that Federal Law can supersede this section.

The City shall continue to convene its Health Insurance Committee. The Union shall continue to have two (2) positions within that committee.

SECTION 3.05 – PENSION AND RETIREMENT

Police & Fire Retirement System

Employees hired before June 1, 2006, shall be members of the Police Officers' and Firefighters' Retirement System as established in Section 2 of the City Code.

TIER II

Employees hired after June 1, 2006, and before January 31, 2010, had been placed on Tier II of the Police Officers' and Firefighters' Retirement System. Per an agreement between the City and the Union, Tier II employees were allowed to migrate to LAGERS L-11 pension plan, and one-hundred percent (100%) of the employees on Tier II within the bargaining unit migrated to LAGERS. For purposes of this section, those employees shall be referred to as "former T2 employees."

Former T2 employees shall not be allowed to migrate back to the Police Officers' and Firefighters' Retirement System.

LAGERS

Employees hired after June 1, 2006 shall be members of the State of Missouri's LAGERS L-11 pension plan. The City shall pay one-hundred percent (100%) of the required contributions, and employees shall maintain the status of non-contributory members of the L-11 plan.

Additional Funding Contribution

A permanent employee contribution rate of fifteen and thirteen-hundredth percent (15.13%) has been established and will be contributed for and by Tier I employees. This employee contribution rate will not be subject to recalculation, regardless of any actuarial calculation performed for the Fire AFC.

After the Fire AFC reaches a one-hundred percent (100%) funding ratio, as determined by the Board's Actuary, or July 1, 2029, whichever comes first, the Fire AFC will cease to be calculated separately from other pension liabilities. It will then become a normal liability of the pension system. If the Fire AFC reaches a one-hundred percent (100%) funding ratio, based on the Board's Actuary study prior to July 1, 2029, the additional contribution of two-hundred ninety-one thousand nine-hundred eighteen dollars (\$291,918) will end on the last day of the current fiscal year following the Board's Actuary study.

The City's contribution to the Fire AFC will remain in the system for investment and benefit payments, and will not be subject to an employee's return of contribution at retirement.

These provisions solely relate to the Fire AFC benefit and are not meant to change or impact any other provisions or groups in the Police & Fire Retirement System.

SECTION 3.06 – MODIFIED DUTY

Line of Duty

An employee who becomes injured or ill in the line of duty (as certified by the City's Workers' Compensation physician or provider) and who cannot perform assigned duties due to the injury or illness, shall be assigned modified duty consisting of meaningful work within the employee's medical restrictions, provided the City's Workers' Compensation physician certifies the employee can perform the assigned modified duties.

Modified duty shall comply with the work schedule established in Section 2.02 (Hours of Duty) of this CBA.

An employee on modified duty due to a line-of-duty injury or illness shall remain on modified duty unless released by the City's Workers' Compensation physician or provider to full duty, with or without a reasonable accommodation, or it has been determined by the City's Workers' Compensation physician that the employee has reached maximum medical improvement. If after twelve (12) months from the original date of injury the employee is not able to return to full duty, the employee shall be given an additional sixty (60) calendar days to apply for a service or disability pension, seek reassignment to another position within the City, or resign his or her position with eligibility for re-hire.

A period of extension is allowed at the discretion of the Fire Chief, with the Union President to be notified. The same sixty (60)-day application period shall apply.

Modified duty shall comply with the work schedule established in Section 2.02 (Hours of Duty) of this CBA.

Presumptive Clauses within RSMO Chapter 87

An employee who becomes injured or ill due to a condition identified within RSMO 87.005 or RSMO 87.006, including but not limited to cancer, a circulatory or pulmonary condition, or infectious disease who may have the ability to return to work as determined by the employee's physician, may request the same modified duty rights as an employee who becomes injured or ill in the line of duty.

Non-Duty

An employee, who becomes injured or ill outside the line of duty and who cannot perform assigned duties, may be offered modified duty consisting of meaningful work within the employee's medical restrictions at the discretion of the employer.

SECTION 3.07 – STEP RAISES

Entry-level Firefighters shall be placed at FPS-1, Step 1 on the FPS pay schedule. If an employee of the City of Springfield is hired as an entry-level Firefighter, the employee will be placed at the step within FPS-1 closest to their current step and grade and without receiving a reduction in pay.

The entry-level Firefighter's hire date shall be considered the employee's "employment anniversary date." The employee shall be evaluated at least annually on or before the employment anniversary date with an employee performance appraisal. If the employee receives an overall passing evaluation, the employee shall advance at least one step on the FPS pay schedule beginning the first of the pay period in which the anniversary date occurs. This process shall continue until the employee reaches the maximum number of steps or until the employee promotes.

When a City employee, from another department, demotes or promotes to the entry-level Firefighter's position; his anniversary date for pay advancement will be adjusted to the date of said promotion or demotion. The employee shall be evaluated at least annually on or before the anniversary date for pay advancement with an employee performance appraisal. If the employee receives an overall passing evaluation, the employee shall advance at least one step on the FPS pay schedule beginning the first of the pay period in which the anniversary date occurs. The process shall continue until the employee reaches the maximum number of steps or until the employee promotes.

When an employee promotes, the employee's date of promotion shall be considered the "anniversary date for pay advancement." The employee shall be evaluated at least annually on or before the anniversary date for pay advancement with an employee performance appraisal. If the employee receives an overall passing evaluation, the employee shall advance at least one step on the FPS pay schedule beginning the first of the pay period in which the anniversary date occurs. This process shall continue until the employee reaches the maximum number of steps or until the employee promotes.

In the event an employee promotes within sixty (60) calendar days of his or her employment anniversary date or promotional anniversary date, and the employee was to have received an overall passing evaluation, the employee shall be placed on the FPS pay schedule at the promoted grade and step closest to ten percent (10%) above the grade and step from where he or she promoted as if the employee had been granted the step which would have been due within that sixty (60)-day time frame.

In the event an employee does not receive an overall passing evaluation, the employee shall remain at his or her current step and grade for six (6) months. At the conclusion of the six (6) months, the employee shall be evaluated again. If the employee receives an overall passing evaluation, the employee shall advance to the next higher step within the FPS pay schedule. This six (6)-month mark will re-establish the employee's employment anniversary date or promotional anniversary date for purposes of annual evaluations and step raises. If the employee does not receive an overall passing evaluation, the employee will be subject to discipline per Merit rule 12.4 (i) and 12.4 (j).

This section is contingent upon step raises being funded under Section 3.02 (Wages).

SECTION 3.08 – ADDITIONAL COMPENSATION AND BENEFITS

Special Reclassification

When a Fire Lieutenant is to be reclassified to a Fire Captain, the reclassification shall be offered to the employee based on SFD Policy and Procedure 12.T60. Upon reclassification, the employee will be placed on the same step on the FPS 6 pay grade which they occupied on the FPS 5T pay grade.

Longevity Pay

Employees hired before January 1, 2005 receiving longevity pay shall continue to receive this benefit under its current administration, with three-hundred dollars (\$300) annually being paid to employees with five (5) years to nine (9) years, three-hundred sixty-four (364) days; six-hundred dollars (\$600) annually being paid to employees with ten (10) years to fourteen (14) years, three-hundred sixty-four (364) days; nine-hundred dollars (\$900) annually being paid to employees with fifteen (15) years to nineteen (19) years, three-hundred sixty-four (364) days; and one-thousand two-hundred dollars (\$1200) annually being paid to employees with twenty (20) years or more.

Deferred Compensation (457) Plan

As of July 1, 2015, employees shall be allowed to borrow against their Deferred Compensation account, regardless of the provider, in accordance with all laws and regulations.

Additional Funding Contribution

In coordination with Section 3.05 (Pension and Retirement) of this Agreement (which includes a permanent employee contribution rate of fifteen and thirteen-hundredth percent (15.13%) for and by Tier I employees), after the Fire AFC reaches a one-hundred percent (100%) funding ratio, as determined by the City of Springfield's Police Officer and Fire Fighter Retirement System Board's Actuary, or July 1, 2029, whichever occurs first, funds in the amount of two-hundred ninety-one thousand nine-hundred eighteen dollars (\$291,918) (base and benefits inclusive) will be reallocated to the compensation pool on a prospective basis. This amount will not reduce, but rather be in addition to any compensation pool negotiated for the next fiscal year. This amount can then be directed to pay or benefits as deemed necessary by the Union.

SECTION 3.09 – CLOTHING ALLOWANCE & UNIFORM GUIDELINES

Clothing Allowance

Employees shall receive a clothing allowance. The Fire Chief shall identify the clothing and uniforms authorized for the allowance, as well as the replacement schedule for the clothing and uniforms. The clothing allowance shall cover one-hundred percent (100%) of the cost of clothing and uniforms. Employees will be responsible for utilizing the clothing allowance to purchase clothing and uniforms at their own discretion; however, uniforms must be in good condition at all times and present a professional image.

ARTICLE 4 – LEAVE
SECTION 4.01 – VACATION

In addition to Rule 21 of the Merit Rules as it exists at the signing of this Agreement, these provisions shall be included in specific regard to vacation accumulation and redemption:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall accumulate vacation as follows:

- From zero (0) to seven (7) years, three-hundred and sixty-four (364) days of service, the employee shall accumulate one-hundred twenty (120) hours of vacation per year.
- From eight (8) year to fifteen (15) years, three-hundred and sixty-four days (364) of service, the employee shall accumulate one-hundred sixty-eight (168) hours of vacation per year.
- For sixteen (16) or more years of service, the employee shall accumulate two-hundred forty (240) hours of vacation per year.

Fire employees within the bargaining unit working a forty (40)-hour work week shall accumulate vacation as follows:

- From zero (0) to seven (7) years, three-hundred and sixty-four (364) days of service, the employee shall accumulate eighty (80) hours of vacation per year.
- From eight (8) years to fifteen (15) years, three-hundred and sixty-four (364) days of service, the employee shall accumulate one-hundred twenty (120) hours of vacation per year.
- For sixteen (16) or more years of service, the employee shall accumulate one-hundred sixty (160) hours of vacation per year.

Fire employees within the bargaining unit hired by the City of Springfield before July 11, 1995 shall not be capped on the amount of vacation earned. Fire employees within the bargaining unit hired by the City of Springfield on or after July 11, 1995 shall be capped on the amount of vacation hours earned at two (2) years' accrual.

Bargaining unit employees may schedule their vacation consistent with the policies of the Fire Department and Merit Rules, and these days shall be compensable at their current rate of pay.

In instances where personnel are required to attend training to meet the requirements of their job description or for the initial training required for new members assigned to specialty teams, the department may restrict their ability to select leave time during those dates; however, if the department has not notified the employee of the need for them to attend the training prior to when

they request leave, the employee will be allowed to use their leave irrespective of the required training.

Payout

Upon completion of twelve (12) months' completion of employment, when an employee of the bargaining unit leaves the employment of the City of Springfield for any reason, the employee shall be paid out at his or her current hourly rate for any unused vacation hours, up to two (2) years' accrual or whatever his or her December 31, 2005 vacation balance had been, whichever is the greater amount. The payout of vacation balances shall be considered earned income for pension calculations for members of the Springfield Police and Fire Retirement system only.

SECTION 4.02 – HOLIDAY & CONTINUOUS OPERATIONS HOLIDAY

These provisions shall cover holiday and continuous operations holiday accumulation and eligibility for payout:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall accumulate continuous operations holiday as follows:

- New Year's Day - twelve (12) hours
- Martin Luther King Day - twelve (12) hours
- Presidents' Day - twelve (12) hours
- Memorial Day - twelve (12) hours
- Independence Day – (twelve) (12) hours
- Labor Day – twelve (12) hours
- Veterans' Day – twelve (12) hours
- Thanksgiving – twelve (12) hours
- Christmas – twelve (12) hours

Bargaining unit employees shall accumulate continuous operations holiday in the pay period of the actual holiday.

Bargaining unit employees hired by the City of Springfield before July 1, 2004 shall not be capped on the amount of continuous operations holiday accrued. Fire employees within the bargaining unit hired by the City of Springfield on or after July 1, 2004 shall be capped on the amount of continuous operations holiday hours accrued at two (2) years' accrual.

Bargaining unit employees may schedule their continuous operations holiday as they would vacation days, and these days shall be compensable at their current rate of pay.

Fire employees within the bargaining unit working a standard forty (40)-hour work week shall be given the holiday off on or around the day in which the City recognizes the holiday and compensated for the holiday at their current rate of pay.

Payout

When an employee of the bargaining unit leaves the employment of the City of Springfield for any reason, the employee shall be paid out at his or her current hourly rate for any unused continuous operations holiday hours, up to two (2) years' accrual. The payout of continuous operations holiday balances shall be considered earned income for pension calculations for members of the Springfield Police & Fire Retirement System.

SECTION 4.03 – FLOATING HOLIDAYS

These provisions shall cover floating holiday accumulation and payout:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted thirty-six (36) hours of floating holiday per year during the first full pay period of the calendar year. Bargaining unit employees hired mid-year, and prior to September 30th, shall be granted their floating holiday hours after the completion of their first full pay period.

Fire employees within the bargaining unit working a forty (40)-hour work week shall be granted the equivalent of three (3) days' worth of floating holidays per year during their first full pay period of the calendar year.

Bargaining unit employees may schedule their floating holiday hours as they would vacation days, and these days shall be compensable at their current rate of pay. Floating holidays must be taken by the end of the last full pay period of the calendar year. Any unused balance of floating holiday hours shall not be carried forward to the next calendar year.

Payout

When an employee of the bargaining unit leaves the employment of the City of Springfield due to a retirement, the employee shall be paid out at his or her current hourly rate for any unused floating holiday hours. The payout of floating holiday balances shall be considered earned income for pension calculations for members of the Springfield Police & Fire Retirement System.

SECTION 4.04 – KELLY DAYS

These provisions shall be included in specific regard to Kelly Day accumulation and redemption:

Accumulation

Effective January 1, 2015, Fire Department employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted forty-eight (48) hours of Kelly Days per year during the first full pay period of the calendar year with the following exception:

Employees who voluntarily demote, promote, or move from a modified duty position, on a forty (40)-hour work week, to a twenty-four (24)-hour shift position will receive two (2) Kelly Days if it occurs after January 1 but before April 1, or one (1) Kelly Day if it occurs on or after April 1 but before September 1, provided they did not receive Kelly Days on January 1 of that calendar year.

Bargaining unit employees may only schedule their Kelly Day hours during overtime “long cycles,” (periods during which twenty-four (24) or more hours of FLSA overtime might be paid) and these days shall be compensable at their current rate of pay. Kelly Days must be taken by the end of the last full pay period of the calendar year. No more than twenty-four (24) hours may be used during each long cycle. Any unused balance of Kelly Day hours shall not be carried forward to the next calendar year.

Redemption

When an employee of the bargaining unit leaves the employment of the City of Springfield for any reason, the employee shall be paid out at his or her current hourly rate for any unused Kelly Day hours. The payout of Kelly Day balances shall be considered earned income for pension calculations for members of the Springfield Police & Fire Retirement System.

SECTION 4.05 – PIN DAYS

These provisions shall cover Pin Day accumulation and payout:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted a balance of leave time equivalent to twelve (12) hours following the successful completion of five (5) years' service with the City of Springfield. This shall be known as a Pin Day. A Pin Day shall be granted again following the successful completion of ten (10) years' service, fifteen (15) years, twenty (20) years, and so on.

Fire employees within the bargaining unit working a forty (40)-hour work week shall be granted the equivalent of one (1) days' worth of a Pin Day under the benchmarks established in the preceding paragraph.

Bargaining unit employees may schedule their Pin Day hours as they would vacation days, and these hours shall be compensable at their current rate of pay. Any unused balance of Pin Day hours shall not be carried forward more than three-hundred sixty-five (365) days.

Payout

Pin Days are not eligible for payout when an employee of the bargaining unit leaves employment with the City of Springfield regardless of the reason for departure.

SECTION 4.06 – SICK LEAVE

These provisions shall cover Sick Leave accumulation, payout, and redemption:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted one-hundred forty-four (144) hours of sick leave annually, accumulated at a prorated amount each pay period. These employees may accumulate up to two-thousand one-hundred sixty (2,160) hours of sick leave.

Fire employees within the bargaining unit working a forty (40)-hour work week shall be granted ninety-six (96) hours of sick leave annually, accumulated at a prorated amount each pay period. These employees may accumulate up to one-thousand four-hundred forty (1,440) hours of sick leave.

Bargaining unit employees shall be compensated for sick hours properly used at their current hourly rate.

Payout

For bargaining unit employees working the twenty-four (24)-hour shift hired by the City of Springfield before July 1, 1998 who leaves the employment of the City of Springfield through resignation, retirement, or disability having at least fifteen (15) years of service shall be paid out for any unused sick leave hours, up to one-thousand four-hundred forty (1,440) hours, less any hours sold back, at a rate of seventy-five percent (75%) of his or her current hourly rate. The payout of sick leave balances shall NOT be considered earned income for pension calculations.

For bargaining unit employees working a forty (40)-hour work week hired by the City of Springfield before July 1, 1998 who leave the employment of the City of Springfield through resignation, retirement, or disability having at least fifteen (15) years of service shall be paid out for any unused sick leave hours, up to nine-hundred sixty (960) hours, less any hours sold back, at a rate of seventy-five percent (75%) of his or her current hourly rate. The payout of sick leave balances shall NOT be considered earned income for pension calculations.

Redemption

Employees hired before July 1, 1998, who normally do not work a twenty-four (24)-hour shift and with an accrued sick leave balance of at least seven-hundred twenty (720) hours, may request redemption of his or her sick leave balance of not less than eight (8) hours, but not more than fifty-four (54) hours of sick leave per year. Employees hired July 1, 1998 or after with an accrued sick leave balance of at least seven-hundred twenty (720) hours may redeem not less than eight (8) hours, but not more than sixteen (16) hours per year.

Employees hired before July 1, 1998, who normally work a twenty-four (24)-hour shift and with an accrued sick leave balance of at least one-thousand eighty (1,080) hours, may request redemption of his or her sick leave balance of not less than eight (8) hours, but not more than

seventy-five (75) hours of sick leave per year. Employees hired July 1, 1998 or after with an accrued sick leave balance of at least one-thousand eighty (1,080) hours may redeem not less than twelve (12) hours, but not more than twenty-four (24) hours per year.

All redemption requests are subject to the following:

1. Employee must have used no more than forty (40) hours (or forty-eight (48) hours for employees regularly assigned to a twenty-four (24)-hour shift) of personal sick leave during the twelve (12) months prior to the request. The request also must not reduce the employee's remaining accrued personal sick leave balance below seven-hundred twenty (720) hours or one-thousand eighty (1,080) hours for employees normally scheduled on a twenty-four (24)-hour shift, and
2. Employee may not have more than one (1) redemption request granted in a given fiscal year, and
3. Employee will be paid seventy-five percent (75%) of his or her hourly pay rate at the time of the redemption request for each of the hours redeemed, and his or her accrued sick leave balance will be reduced by the number of hours redeemed. The employee's maximum number of unused sick leave hours he or she may accumulate shall also be reduced by the number of sick leave hours the employee has redeemed, and
4. Employee hired before July 1, 1998 who is eligible to receive payment for unused sick leave upon separation from City service will have the hours credited in the unused sick leave payment calculation reduced by any hours redeemed, and
5. Sick leave redemption program shall be conditioned upon the continued availability of funds appropriated for this purpose and may be suspended or discontinued at any time by the City Manager without prior notice.

SECTION 4.07 – MILITARY LEAVE

Merit Rule 21.5 shall apply to requests for military leave made by members of the bargaining unit, except that for employees who are assigned a 56 hour work week, the one hundred twenty hour amount referenced in Rule 21.5 shall be replaced with one hundred seventy hours. In that regard, any bargaining unit member with proper military orders or other official military documentation on file with the Department of Human Resources as of October 1, 2020, or who files them at any time thereafter; and who is assigned a 56 hour work week; and who otherwise complies with the requirements of Rule 21.5; shall be entitled to up to one hundred seventy hours of paid military leave time per federal fiscal year. The remainder of the requirements of Rule 21.5 shall apply to any such request.

ARTICLE 5 – CONDITIONS OF THE AGREEMENT

SECTION 5.01 – EQUAL OPPORTUNITY

The City and the Union agree that they will not discriminate against any employee because of race, color, religion, gender, age, national origin, sexual orientation, a gender identity, status as a protected veteran, or status as a qualified individual with a disability.

In this Agreement, words shall be construed as non-sexist and non-applicable to any gender but shall include both the feminine and masculine.

SECTION 5.02 – SAVINGS PROVISION

In any of the terms and conditions of this Agreement are in violation of any state or federal law or court decision or decree, then, to the extent of any such violation, the affected provision of this Agreement shall be null and void and subject to discussion. If any part, provision, or section of this Agreement is declared null and void and/or unlawful, such declarations shall not in any way affect the remaining parts, provisions or sections of this Agreement.

SECTION 5.03 – PERIOD OF THE AGREEMENT

Except as otherwise specifically provided herein, this Agreement shall take effect upon execution by the parties and shall continue in full force and effect and shall expire on June 30, 2024, and the City and the Union shall meet prior to its expiration date to negotiate a successor agreement. Over the course of the re-negotiation period, both parties will meet in good faith with the intent to reach an agreement. Should such an agreement not be reached within sixty (60) calendar days of the expiration of this Agreement, and should such an agreement not be deemed to be inevitable, either party may declare an impasse.

During impasse, this Agreement shall remain in full force and effect.

This CBA shall remain in effect during any negotiations and shall continue in force during the negotiations for a new agreement. In the event no agreement is reached by the end of the contract period, the Agreement shall remain in effect until either a new agreement is reached or until any impasse is resolved as set forth under Section 2.94(n) of Special Ordinance 6090.

SECTION 5.04 – REOPENING CLAUSE

Unless otherwise specified in this CBA, only through mutual agreement may the City and the Union reopen this CBA, in whole or in part, to renegotiate its provisions, to strike existing provisions, or to add new provisions.

SECTION 5.05 – NO STRIKE/NO LOCKOUT

It is agreed that there shall not be strikes, sit-downs, slow-downs, work stoppage or any related activity during the term of this Agreement. If any employee or group of employees represented by the Union should violate the intent of this section, the Union shall take immediate action to prevent such illegal acts and take necessary steps to that end, and normal work will be promptly and orderly resumed. The Union, in such case, will promptly notify the City and such Employee or Employees, in writing of its disapproval of such violation. Violation of the provision of this section shall be grounds for immediate discharge.

It is further agreed that union employees will not be required to cross picket lines at locations, for purposes other than performing the essential functions of their jobs.

SECTION 5.06 – CALENDAR DAYS

For purposes of this Agreement, when the last calendar day falls on a Saturday, Sunday or City holiday, then all notices and related materials will be considered timely if delivered on the next working day for City of Springfield administrative offices.

SECTION 5.07 – SUBSTITUTION OF UNION TITLE

For purposes of this Agreement, when the term “Shop Steward” is used in this Agreement, it means “District Vice President.”

SECTION 5.08 – APPROVAL OF THE AGREEMENT

The following individuals by endorsing this Agreement represent that they are authorized to express the approval of the terms and provisions of this Agreement on behalf of the Union, the bargaining representative of the employees referred to above, and on behalf of the City's bargaining team.

Chad Davis, President
IAFF Local 152

David Pennington, Fire Chief
City of Springfield Fire Department

Date

Jason Gage, City Manager
City of Springfield

Date

One-rdg. _____
P. Hmgs. _____
Pgs. 43 _____
Filed: 06-08-21 _____

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021 - 155

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a Collective Bargaining Agreement by and between the City and
2 Springfield Police Officers' Association, Fraternal Order of Police
3 Lodge 22, the Exclusive Representative of a certain bargaining unit
4 within the Springfield Police Department; and authorizing the City
5 Manager, or his designee, to execute and deliver the Collective
6 Bargaining Agreement on behalf of the City to the Exclusive
7 Representative.
8 _____
9

10 WHEREAS, the City of Springfield, Missouri, (the "City") has an established
11 framework for certain City employees to engage in collective bargaining, and this
12 established framework is set forth in Springfield City Code Section 2-94; and
13

14 WHEREAS, the City recognized and continues to recognize the Springfield
15 Police Officers' Association, Fraternal Order of Police Lodge 22 ("SPOA") as the
16 exclusive collective bargaining representative of a certain bargaining unit within the
17 Springfield Police Department by Special Ordinance 26344; and
18

19 WHEREAS, the City established a team (the "City's team") for the purposes of
20 collectively bargaining as the exclusive agent for the City for collective bargaining; and
21

22 WHEREAS, the City and SPOA are parties to a certain Collective Bargaining
23 Agreement effective July 1, 2017, and previously entered into an agreement to extend
24 the terms of the July 1, 2017, Collective Bargaining Agreement to June 30, 2021, and
25 that extension is ending, thereby necessitating the need for a new agreement; and
26

27 WHEREAS, the City's team met with SPOA and conferred and discussed wages,
28 benefits, and other terms and conditions of employment in order to reach a mutually
29 satisfactory successor Collective Bargaining Agreement; and
30

31 WHEREAS, the City's team and SPOA reached an agreement on a successor
32 Collective Bargaining Agreement which has been submitted to City Council for
33 consideration and approval.

34
35 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
36 SPRINGFIELD, MISSOURI, as follows, that:
37

38 Section 1 – The Collective Bargaining Agreement, by and between the City and
39 SPOA, attached hereto and incorporated herein as “Exhibit 1,” has been reviewed and
40 considered by City Council.
41

42 Section 2 – City Council hereby approves entering into the Collective Bargaining
43 Agreement attached hereto and incorporated herein by reference as “Exhibit 1” as a
44 final and binding Collective Bargaining Agreement between the City and SPOA.
45

46 Section 3 – City Council hereby authorizes and directs the City Manager, or his
47 designee, to execute and deliver the Collective Bargaining Agreement to the SPOA and
48 such other documents as may be necessary or desirable to carry out and comply with
49 the intent of this Ordinance.
50

51 Section 4 – This Ordinance shall be in full force and effect immediately after its
52 adoption by the City Council.
53

54 Passed at meeting: _____
55

56 _____
57 Mayor
58

59 Attest: _____, City Clerk
60

61 Filed as Ordinance: _____
62

63 Approved as to form: Rhonda Lewsader, City Attorney
64

65
66 Approved for Council action: Jason A. Hage, City Manager
67

EXPLANATION TO COUNCIL BILL 2021-155

FILED: 06-08-21

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve a Collective Bargaining Agreement between the City and the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22 ("SPOA"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department.

BACKGROUND: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, the City entered into collective bargaining with the SPOA, the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department. The agreement attached to the Council Bill as "Exhibit 1," reflects all agreements reached voluntarily through the collective bargaining process. The agreement is to be effective as of the date of execution by the parties and valid through June 30, 2024.

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies.

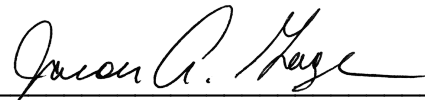
It is respectfully requested that City Council approve the Collective Bargaining Agreement with an effective date as of the date of execution by the parties.

Submitted by:

Approved by:



Darla Morrison,
Director of Human Resources



Jason Gage,
City Manager

Exhibit 1

COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

THE CITY OF SPRINGFIELD, MISSOURI



AND

THE SPRINGFIELD
POLICE OFFICERS' ASSOCIATION (**SPOA**),
FRATERNAL ORDER OF POLICE LODGE 22



EFFECTIVE DATE: 07/01/2021

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PREAMBLE

This Collective Bargaining Agreement (CBA) is made to set forth the results of discussions between the City of Springfield, Missouri, hereinafter referred to as "the City", and the Bargaining Unit of the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22, hereinafter referred to as "SPOA."

ARTICLE 1 - RECOGNITION

1. **Recognition of Exclusive Bargaining Representative.** The City of Springfield recognizes the SPOA as the exclusive bargaining representative of the Bargaining Unit defined herein.
2. **Definition of the Bargaining Unit.** Provided that the SPOA is certified as representing the Sergeants in the Police Department for the City of Springfield, the parties agree on the following definition of the Bargaining Unit:

"A unit of full time non-probationary Police Officers, Police Corporals, and Police Sergeants as defined and licensed pursuant to 590.010 R.S.Mo. et seq. who are employed by the City of Springfield, Missouri in the Police Department, but excluding managerial employees, confidential employees and all other employees of the City, and further specifically excluding all Police Department personnel regardless of rank who are engaged in activities for the Inspections and Internal Affairs Unit of the Police Department. Notwithstanding the above, any provisions of the collective bargaining agreement applicable to probationary employees will be so designated.

- (a) A managerial employee means an individual who: is engaged in management functions that are not merely routine, incidental, or clerical in nature and require the exercise of independent judgment and devotes a majority of employment time to the exercise of such judgment. Some examples of management functions include, but are not limited to:
 - (1) They formulate or assist in formulating, developing, administering or effectuating management policies which are applicable to bargaining unit employees;
 - (2) They may reasonably be required on behalf of the City to assist in the preparation for the conduct of collective bargaining negotiations;
 - (3) They have a role on behalf of the City in the administration of agreements resulting from collective bargaining negotiations;
 - (4) They have a role in personnel administration;
 - (5) They have a role in employee relations;
 - (6) They have the authority in the interest of the City to hire, direct, assign, promote, reward, transfer, furlough, lay off, recall, suspend, discipline, or remove bargaining unit employees, to adjust their grievances, if the

exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment; and

- (7) They have a role in the preparation or administration of budgets for any public safety agency or institution or subdivision thereof.
 - (b) Officers who are considered "confidential employees" occupy positions outside the bargaining unit. However, the individuals who fill these positions are still entitled to the benefits of the collective bargaining agreement.
 - (c) A confidential employee is defined as a person, regardless of rank, who devotes a substantial portion of his/her time in assisting and acting in a confidential capacity with respect to a management employee including employees assigned full time to the Inspections and Internal Affairs Unit (IIAU) and the Office of the Chief of Police as their primary duty assignment."
3. The parties agreed that as the contract is negotiated, any provisions of the collective bargaining agreement applicable to probationary employees would be so designated.

ARTICLE 2 - SPOA RIGHTS

2.1 Authorization for Payroll Deduction

Authorization of payroll deduction shall continue in effect from year-to-year unless revoked in writing by the employee with thirty (30) days notice to the SPOA or challenged in writing pursuant to the City's General Ordinance 6090, The City shall deduct such dues during each of the twenty-six (26) pay periods during the year. Upon receipt of a monthly invoice/spreadsheet delivered ten (10) days before the end of the month, the amounts deducted shall be direct deposited within ten (10) days to the SPOA. The amounts deducted shall be transmitted within ten (10) days to the SPOA. The City will not be held liable for check-off errors but will make proper adjustments with the SPOA for errors, within a thirty (30) day period from the time the error has been identified, Provided the City acts in compliance with provisions of this article, the SPOA will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City as a result of the City's enforcement of this Article or as a result of any check-off errors.

2.2 Dues & Payroll Deduction

Within thirty (30) days of the acceptance of a bargaining unit member to the membership of the SPOA, the SPOA will forward a "Dues & Payroll Deduction Authorization Form" to the City of Springfield's Human Resources Department. The Dues & Payroll Authorization Form will acknowledge that the member authorizes deduction of dues as well as any costs associated to the SPOA's voluntary Dental, Vision, Chiropractic and Life Insurance programs. There will be three (3) categories of deductions on the monthly invoice/spreadsheet; SPOA dues, pre-tax deductions and post-tax deductions. All deductions will be in dollar amounts.

The City of Springfield, upon written request by ten (10) or more bargaining unit members, shall provide its employees with the option of contributing to a political action committee through payroll deduction.

2.3 New Hires

The City will provide the SPOA with access to new hires for purposes of SPOA Orientation within thirty (30) days of hire.

2.4 Bulletin Boards

The City will designate a specific reasonable SPOA Bulletin Board at Police Headquarters, the South District Station and Police Substation(s).

The SPOA Bulletin Boards shall be used for the purpose of posting notices of SPOA meetings, elections, and any other SPOA activity.

It shall be the responsibility of the SPOA to maintain the SPOA Bulletin Boards, to ensure prompt removal of outdated materials, and further ensure that the posting of such material is limited only to those Bulletin Boards provided above.

2.5 Use of Intra-Departmental Mail and E-Mail System

The SPOA shall have the rights to use the departmental mail and email for providing information concerning SPOA's scheduling of meetings, elections, collective bargaining, insurance and other reasonable SPOA business as approved by the Chief of Police. E-mail messages may be monitored by the City and may be subject to the provision of the Sunshine Law. All intra-departmental mail placed into the mail system by the SPOA shall be subject to the City's review, provided however the City shall not open sealed envelopes, marked confidential SPOA Business, to be returned to the SPOA if unclaimed.

2.6 Right of Access

The City agrees that the representatives of the SPOA shall be accorded reasonable access to bargaining unit members for the purpose of collective bargaining, possible discipline and grievance processing, critical incidents and SPOA reports, providing that such access does not interfere with the performance by City employees of their duties.

2.7 Certification of SPOA Officers and Agents

The SPOA shall certify to the Chief of Police, the names of officers of the SPOA or their designees and agents of the SPOA who are authorized to act on behalf of the SPOA.

2.8 Use of Building

The City agrees to allow use of City buildings and facilities for SPOA meetings under the same guidelines required for use by any other group or organization.

ARTICLE 3 - SPOA BUSINESS

3.1 Executive Board Members

Members of the Executive Board, and/or and State or National Trustee shall be allowed up to two (2) hours of duty time to attend regularly scheduled SPOA meetings each month if his regular shift occurs during periods of time in which such meetings are held. Such time off with pay shall not exceed the period of time required for two (2) SPOA meetings in any calendar month.

3.2 Divisional Members

One (1) member from each shift per Division on duty during regularly scheduled or posted emergency SPOA meetings, will be allowed up to two (2) hours per month duty time to attend regular SPOA meetings.

ARTICLE 4 - LABOR MANAGEMENT MEETINGS

4.1 Labor Management Meetings

The SPOA and the Police Department mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between the SPOA representatives and the Chief (or his designee). Such meetings shall be held once a month at a regularly scheduled time unless both the SPOA and Chief agree to cancel the meeting. In addition, either the SPOA or Chief may request a special meeting at least seven (7) days in advance.

4.2 Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management meetings, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances.

4.3 Report of Agreements or Recommendation Reached at Meetings

Any agreement or recommendation reached at a labor management meeting shall be in writing, signed by the SPOA representative and the Chief of Police and copies shall be submitted to the Police Department and the SPOA.

4.4 SPOA Representative Attendance

The SPOA's Executive Board shall represent it at the labor-management meetings without loss of pay if the meeting is scheduled during the member's duty time. Supervisors shall approve the absence except in emergency situations.

ARTICLE 5 - MANAGEMENT RIGHTS, OTHER EMPLOYMENT, AND CIVIL EMERGENCIES

5.1 Management Rights.

Except as otherwise expressed in this Agreement, the SPOA recognizes that the City possesses the sole and exclusive right to operate and direct all of the officers of the Police Department, in all aspects, including, but not limited to, all rights and authority granted by law.

Management rights include, but are not limited to, the rights listed below, except to the extent such rights are restricted by provisions of this Agreement:

- (a) To maintain executive management and administrative control of the Police Department and its properties and facilities and the staff.
- (b) To plan, direct, control, assign and determine the operations or services to be conducted by officers of the Police Department.
- (c) To determine the methods, processes, means, job classifications and number of personnel by which the Police Department operations are to be conducted.
- (d) To select, hire, promote, schedule, train, transfer, assign and evaluate work of bargaining unit officers.
- (e) To direct and supervise the entire working force of the Police Department, including the establishment of work standards.
- (f) To demote, suspend, discipline, or discharge officers for just cause and to discipline or terminate probationary officers with or without just cause.
- (g) To make, add, delete, alter, and enforce procedures, rules and regulations.
- (h) To introduce new or improved methods, equipment or facilities.
- (i) To contract out for goods and services.

The City has the sole authority to determine the purpose and mission of the Police Department.

5.2 Other Employment

Any and all employees covered by this Agreement who desire to perform work for an entity other than the City shall seek prior approval for such employment from the City in accordance with the policies of the City Charter, Merit Rules and Police Department Standard Operating Guidelines relating to secondary employment.

No employee shall be required to indemnify the City for any liability that may arise while working other employment.

In the event an employee is employed by an entity, said employment shall not affect the performance of the employee's duties, nor shall such other employment interfere with any operations of the City, nor

affect an employee's availability for call outs, nor shall constitute a conflict of interest with employment for the City of Springfield Police Department.

Extra-duty and off-duty employment may be denied or revoked at any time by the City. The basis for such denial or revocation shall be communicated to the officer in writing.

5.3 Civil-Emergency Conditions

If, at the sole discretion of the City, it is determined that extreme civil emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, or other similar catastrophes, upon oral notice of an SPOA representative at a practical time, the provisions of this Agreement may be suspended by the City during the time of the emergency, provided wage rates and all economic benefits shall not be suspended and that these provisions shall neither limit an employee's right to invoke the grievance procedure in a timely manner after the cessation of the emergency, nor limit the protections granted by the terms of this Agreement. It is agreed that the processing of any grievance occurring during this emergency shall be delayed until a time when the emergency conditions no longer hamper normal business activity.

5.4 Emergency Trailer Response

In the event of State or National Emergency call-out, SPD will allow 2 officers off with pay for up to 2 weeks or as approved by the Chief of Police.

ARTICLE 6 - APPLICATION OF MERIT RULES

The Merit Rules for the City of Springfield , and as may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control. If a Merit Rule is changed by the City during the term of this Agreement that affects the bargaining unit that is not addressed in this Agreement, the City will meet with the SPOA, negotiate over the effects of any such change and agree to modify and adopt any necessary modification to the collective bargaining agreement that may result from the negotiations.

**ARTICLE 7 - APPLICATION OF THE POLICE DEPARTMENT STANDARD
OPERATING GUIDELINES (SOGS) AND SPECIAL ORDERS**

The Standard Operating Guidelines and Special Orders for the City of Springfield Police Department, and as may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control. If a Standard Operating Guideline or Special Order is changed by the Department during the term of this Agreement that affects the bargaining unit that is not addressed in this Agreement, the City will provide advance notice to the SPOA, and will meet with the SPOA to negotiate over the effects of any such change. The City and the SPOA agree to modify and adopt any necessary modification to the collective bargaining agreement that may result from the negotiations.

ARTICLE 8 - NON-DISCRIMINATION

8.1 Prohibition Against Discrimination

The City and the SPOA agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, age, national origin, mental or physical handicap or sexual orientation in discipline or in any term or condition of employment. The City and the SPOA agree that the mandatory retirement age of sixty (60) for employees covered by Police Fire Pension does not constitute illegal discrimination under current state and federal law. The use of masculine or feminine gender in this Agreement shall be construed as including both genders.

8.2 SPOA Membership or Activity

Neither the City nor the SPOA shall interfere with the right of employees covered by this Agreement to become or not become members of the SPOA, and there shall be no discrimination against any such employees because of lawful SPOA membership or non-membership activity or status.

ARTICLE 9 - PERSONNEL AND IIAU FILES

9.1 Personnel Files

The City shall keep a personnel file for each employee within the bargaining unit.

9.2 Inspection of Personnel File in Human Resource Department

Upon request of an employee, the City shall reasonably permit an employee to inspect his personnel file subject to the following:

- (a) Such inspection shall occur within a reasonable time following receipt of the Request and may be in the presence of a City HR representative;
- (b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;
- (c) The employee shall not be permitted to remove any part of the personnel file from the premises but may request copies of any information contained therein to be provided in a reasonable period of time;
- (d) The employee may have a representative of the SPOA present during such inspection.

9.3 Review of IIAU History

An employee shall have the right, upon reasonable notice to Inspection and Internal Affairs Unit (IIAU), to view the employee's IIAU history in the presence of an IA investigator. The employee may take notes during the viewing, but cannot leave with any documents or copies of documents, from the file.

9.4 SPOA Access to Personnel File information for Grievances and Arbitrations

The SPOA shall be entitled to information from personnel files that is reasonably necessary to investigate, prepare for, and/or present grievances and arbitrations. Any requested copies shall be at the SPOA's expense. The SPOA agrees to keep all such information confidential.

9.5 Notification

Employees shall be given notice by City when a formal, written warning or other disciplinary documentation is issued. An employee may attach to any material placed within his file a letter of rebuttal, which must remain in the file along with the material. Signing, or refusing to sign, a copy of the disciplinary action shall constitute receipt of notice. The employee shall be entitled to a copy of the disciplinary notice.

ARTICLE 10 - JOB SPECIFICATIONS

The City shall maintain written job specifications that shall include the following: title, nature of work, general description of the duties, and minimum or desirable qualifications for the job. The City will give the SPOA at least thirty (30) days advance written notice of any proposed change in the job specifications and upon request of SPOA, the City shall meet with the SPOA to answer questions from the SPOA about the change.

ARTICLE 11 - BASIC WORK PERIOD AND OVERTIME

Basic Work Period and Overtime shall be governed as set out in SOG 204.1, except that 3 hours shall be substituted for the 2.67 hours amount currently stated in SOG 204.1 subpart 5.3 for Court time.

ARTICLE 12 - SENIORITY

12.1 Definitions

As used herein, (a) the term "Department Seniority" shall mean the continuous length of service or employment with the City of Springfield 's Police Department commencing on the first regularly scheduled workday of the Springfield Police Department Academy or Lateral Academy; and (b) "Rank Seniority" shall mean the effective date of promotion to a particular rank. Seniority for an employee rehired shall commence on the date of rehire.

If two (2) or more employees have the same date of hire or promotion, their respective seniority dates shall be determined in the order of their Department Serial Number (DSN), determined after the completion of the Police Academy, if their department serial number was issued on a competitive basis. In the event that the DSN was issued in any other fashion than a competitive basis, then the employee's seniority will be determined by averaging each competing employee's academic score and firearms score from their respective Police Academy records .

12.2 Reductions in Force

Any reductions in the size of the bargaining unit shall be made by inverse Departmental Seniority. Members have no right to bump outside the Department. Employees shall be recalled from layoff status by Departmental Seniority. Recall rights shall be preserved for a period of one (1) year from the date of layoff. In order to be eligible for recall an employee must successfully complete background investigation, drug test, polygraph exam, medical examination, and psychological screen. Notice of recall shall be mailed by certified mail to employees at their last place of residence shown on City's personnel records. Any employee who fails to report for duty within fifteen (15) working days following receipt of notice of recall or within fifteen (15) working days following attempted delivery of such notice if the same is unclaimed or otherwise not actually received shall be deemed as having permanently terminated his employment. Notice of recall shall also be sent to the SPOA so that a list can be prominently displayed by the SPOA to the bargaining unit members.

12.3 Bidding Squads and Shifts

Annually, Bargaining Unit employees shall be permitted to bid on squad assignments and shall be awarded their bids by their Rank Seniority, except for just cause or when departmental need necessitates otherwise. In either case, a written explanation will be provided to the bargaining unit member as to why his/her bid was not accepted.

12.4 Termination of Seniority

Seniority shall terminate when an employee's employment with the City of Springfield Police Department is terminated for any reason other than a layoff of less than twelve (12) months. If an employee challenges his termination and is reinstated, his seniority date shall be the same as if he had not been discharged.

The attached Letter of Agreement dated June 6, 2019 is incorporated into this Agreement by reference.

12.5 Promotions

The Chief will be presented with a list of three (3) names for the first vacancy plus one name for each additional vacancy to select from, ranked in order of final score. In case of a tie score, the tie will be broken by departmental seniority. If there is still a tie, the tie will be broken by DSN, lowest to highest.

12.6 Additional Provisions Applicable to Seniority

The City and the SPOA agree that for purposes of annual shift bidding, departmental seniority, and rank seniority, Merit Rule 8.7 does not apply, and further agree that from and after the November 8, 2015 Letter of Agreement between the parties, only an employee's most recent hire or rehire date is applicable in accordance with this Article 12.

ARTICLE 13 - EXCHANGE OF DUTY

13.1 Duty exchange is defined as the voluntary trading of time worked between two (2) employees of like rank, length of shift, and similar assignment due to the employee's desire or need to attend to personal matters. Each exchange of duty must be mutually agreed to and must be completed and time worked balanced within the same work week. The total number of duty exchanges per employee shall normally be limited to three (3) shifts per calendar year unless approved by the Chief of Police or his designee. The exchange of consideration between employees for payment of duty exchange is prohibited.

13.2 Duty exchange shall be approved through the employee's Chain of Command up to the Bureau Commander or his designee.

13.3 Duty exchange shall be requested in writing and, except in cases of an emergency, the request must be submitted at least two (2) weeks prior to the dates of exchange. Cause for denial of duty exchange shall, when possible, be discussed with the employee prior to denial.

ARTICLE 14 - PRESERVATION OF BARGAINING UNIT WORK

It is the general policy of the City to continue to utilize bargaining unit employees to perform work they presently perform. If in the interest of improved operations, the City wishes to transfer bargaining unit work outside of the bargaining unit, it shall notify the SPOA in advance and meet and discuss with the SPOA alternatives to the proposed removal of bargaining unit work. Subject to the foregoing, the City may transfer work after discussing it with the SPOA as long as the transfer does not cause the layoff of a bargaining unit employee.

ARTICLE 15 - INVESTIGATIVE RIGHTS

15.1 The Chief of Police shall establish and put into operation a system for the receipt, investigation, and determination of complaints against Police Officers received by such Chief of Police from any person.

15.2 Whenever an Officer is under investigation and is subject to interrogation by members of his agency, for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

- a. Interrogation: When an Officer is under investigation by the Springfield Police Department for a complaint received, and is to be interrogated in respect to such complaint by other members of the department when there is a logical possibility that disciplinary action, demotion, or dismissal may result, such interrogation shall be conducted as follows:
- b. The Officer shall be informed of the name of all complainants, if known, unless it is determined by the Chief that so informing the officer will compromise the investigation in any way.
- c. Preliminary discussions with supervisory personnel within the Police Department, in relation to a complaint received, shall not be considered as interrogation as used herein; provided however, if the complaint is then pursued the information discussed shall not be used against the officer.
- d. The Officer under investigation shall be informed of the rank, name, and command of the Officer in charge of the investigation, the interrogating Officer, and all persons present during the interrogation. All questions directed to the Officer under interrogation shall be asked by and through one interrogator at any **one time**.
- e. The Officer under investigation shall be informed of the nature of the **investigation prior to any interrogation**.
- f. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- g. The Officer under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to obtain testimony or evidence.
- h. The Officer under interrogation shall be completely informed of all his rights pursuant to this procedure prior to the commencement of the interrogation and of his responsibility to answer all questions, and this notification shall be included on the tape recording or written record of the session.
- i. At the request of any Officer under investigation, he shall have the right to be represented by counsel or any other representative of his choice who may be present at all times during such interrogation.

j. Interrogation of Officers under investigation will be audio recorded and a transcript will be prepared from that record and both will be made available as part of the investigative file. Records and tapes compiled by the department shall be exclusively retained by the department as confidential information, but may be used at the discretion of the City in administrative hearings or for other administrative purposes.

15.3 An Officer under investigation shall receive written notification from the investigating Officer or Chief of Police as to the determination of the investigation. Should an Officer be disciplined by suspension, demotion, dismissal, transfer, or reassignment arising from an investigation, he shall be notified in writing as to the action being taken and the reasons therefore.

15.4 No Officer shall be discharged, disciplined, demoted, or denied promotion, transfer, or reassignment, or otherwise be discriminated against in regard to his employment, or be threatened with any such treatment, by reason of his exercise of the rights granted by this regulation.

15.5 The results of any polygraph required by the department shall be inadmissible in a personnel board or arbitration hearing.

15.6 Nothing herein is intended to limit Garrity and other constitutional rights.

ARTICLE 16 - DISPUTE RESOLUTION GRIEVANCE PROCEDURE

16.1 Definition of a Grievance

A grievance is defined as any unresolved difference between the City and the SPOA or any employee regarding the application, meaning or interpretation of an express provision of this Agreement or which involves an alleged violation of an express provision of this Agreement and excluding discipline and discharge issues. Grievances concerning discipline or discharge are addressed separately in Article 17.

Grievances may be processed by the SPOA on behalf of an employee, on behalf of a group of employees, or the SPOA itself. Either party may have the grievant, or one (1) grievant representing a group of grievants, present at any step of the grievance procedure, and the employee is entitled to SPOA representation at each and every step of the grievance procedure upon his request. Grievances may be filed on behalf of two (2) or more employees only if the same or similar issues apply to all employees in the group and the grievants seeks a similar type of remedy.

A grievance shall contain a statement of the SPOA's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature and the date of the grieving employee(s) or a SPOA representative. Unrelated issues shall not be addressed in the same grievance.

The grievance procedure shall be the exclusive mechanism to resolve contract grievances.

16.2 Timeliness

To be considered timely, a grievance must be presented within fifteen (15) calendar days of the date of the occurrence giving rise to the grievance or the date that the aggrieved employee (or SPOA) became aware of, or reasonably should have become aware, of the occurrence, whichever is later. Untimely grievances are waived.

16.3 Informal Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute may be made between the employee and his/her immediate supervisor. The employee shall make his complaint to his immediate supervisor. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later. The SPOA may initiate grievances at Step 1 described below.

16.4 Grievance Handling

No employee or SPOA representative shall leave his work assignment to investigate, file or process grievances without first securing permission of his supervisor. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his immediate safety. Grievances shall not be investigated by the employee or SPOA during working hours unless mutually agreed to by the City and the SPOA.

16.5 Grievance Procedure

Step 1:

If the grievance is not resolved pursuant to the informal dispute resolution procedure the SPOA shall make a determination whether it should be pursued based upon the merits of the grievance; if so, it shall prepare a written grievance and present it to the Department's designated representative for handling grievances no later than ten (10) calendar days after the employee was notified of the decision of the supervisor. If the SPOA elects to skip informal dispute resolution, then any grievance must be made within the time prescribed by Section 16.2. A grievance must be on an approved grievance form and may be delivered via electronic mail or hard copy. Within ten (10) calendar days after the grievance has been submitted, the Department's representative or his designee shall meet with the grievant and the SPOA Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Department's representative shall respond in writing to the grievant and the SPOA Representative within five (5) calendar days following the meeting. If the Department does not respond within the time limit s, the SPOA may advance the grievance to the next step.

Step 2:

If the grievance is not settled at Step 1, a written appeal may be filed within five (5) calendar days after the decision of the Department's representative to the Chief of Police or his designee. Within ten (10) calendar days thereafter, the Chief of Police or his designee shall meet with the grievant and the SPOA Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Chief of Police or his designee shall respond in writing to the grievant and the SPOA within five (5) calendar days following the meeting.

Step 3:

If the SPOA is not satisfied with the response of the Chief of Police, it may either file a written request for arbitration or request that the Human Resources Director (or his/her designee) review the Response within ten (10) calendar days of receiving the Response. If the SPOA elects to request that the Human Resources Director review the grievance, the Human Resources Director must either deny the grievance or issue a decision within fifteen (15) calendar days of the SPOA's request. Within ten (10) calendar days of receiving the HR Director's decision the grievance may be advanced to arbitration.

Step 4:

If the dispute is not settled at Step 2 or 3, whichever is applicable, the SPOA may demand in writing that a grievance be submitted to arbitration no later than thirty (30) calendar days from the conclusion of Step 2 or 3, whichever is applicable. Grievances which are not advanced timely are waived.

Within twenty (20) calendar days after SPOA has demanded arbitration, a representative of the City and the SPOA shall meet to try to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after such meeting, the parties shall request the FMCS to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the City representative and the SPOA. A coin toss shall be used to determine the first strike. The loser of the coin toss shall strike first. The person whose name remains on the list shall be the arbitrator. All hearings shall be held in the City of Springfield unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. Jointly submitted facts and issues will be binding on the arbitration. The City or SPOA shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the City and the SPOA. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. The

decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding.

16.6 Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide *only* the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him by the parties and shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law or public policy. The arbitrator shall submit his or her decision in writing within forty-five (45) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

16.7 Grievance Processing and Time Limits

- A. Up until an arbitrator issues a decision, grievances may be withdrawn at any step of the grievance procedure without precedent.
- B. Time limits may only be extended by mutual agreement, confirmed in writing by both parties.
- C. Any grievance that is not filed or advanced within the time limits set forth in this Article will be considered to be abandoned and waived.

ARTICLE 17 - DISCIPLINE GRIEVANCES

17.1

If a member of the bargaining unit is demoted in rank, suspended without pay, or discharged and believes the discipline lacks just cause, he or she may appeal the decision pursuant to Rule 13.4(c) or 13.5(c) of the Merit System Rules, except as modified herein. A member of the bargaining unit (or former member) may appeal the discipline by either (1) filing an appeal with the Personnel Board, or (2) waiving their right to a Personnel Board appeal and requesting a final decision from the City Manager. In either case, he or she must submit a written request stating the facts pertinent to his or her appeal, and attach the appropriate SPOA Discipline Appeal Process Form, within fifteen (15) calendar days of the effective date of the discipline, except in the event the 15th day falls on a Saturday, Sunday or City holiday, then it shall be considered timely if delivered on the next succeeding working day.

17.1(a). Requesting A Personnel Board Hearing

If the employee or former employee requests a hearing before the Personnel Board, he or she must submit his or her written request, attached to the appropriate SPOA Discipline Appeal Process Form, stating the facts pertinent to the appeal, to the Secretary to the Board (the Director of Human Resources) at the Director's office. Personnel Board appeal hearings will be conducted in accordance with procedures set forth in Merit Rule 13.6, Personnel Board Hearing. At the conclusion of the hearing, the Personnel Board's recommendation will be submitted to the City Manager, whose decision is final. The written decision by the City Manager's Office will be hand delivered to the employee or former employee with a copy to the designated SPOA representative within 24 hours of the written decision date; provided however, if the employee has been terminated or is otherwise not at work, the City Manager's decision will be sent to the employee/former employee by regular and certified mail with copies to the designated SPOA representative, and, for all intents and purposes, the letter shall be considered received three (3) days from the post mark of the letter.

17.1(b). Waiving Right to a Personnel Board Hearing and Requesting A Decision from City Manager

If the employee or former employee waives his or her right, in writing, to a hearing before the Personnel Board, and requests a final decision directly from the City Manager, he or she must submit a written request stating the facts pertinent to the appeal, attached to the appropriate SPOA Discipline Appeal Process Form, and deliver same to the City Manager, with a copy delivered to the Director of Human Resources. The City Manager will make a decision no later than fifteen (15) calendar days after receiving the written request, except in the event the 15th day falls on a Saturday, Sunday or City holiday, then it shall be considered timely if delivered on the next succeeding working day. The written decision by the City Manager's Office will be hand delivered to the employee or former employee with a copy to a designated SPOA representative within twenty-four (24) hours of the written decision date; provided however, if the employee has been terminated or is otherwise not at work, the City Manager's decision will be sent to the employee/former employee by regular and certified mail with copies to the designated SPOA representative, and, for all intents and purposes, the letter shall be considered received three (3) days from the post mark of the letter. The employee or former employee will have fifteen (15) days after the receipt of the decision to request the SPOA to file a grievance.

17.2. Arbitration or Circuit Court

If the employee/former employee is not satisfied with the City Manager's decision resulting from either 17.1(a) or 17.1(b), he or she may file a grievance with the SPOA or pursue his or her right of appeal to the Circuit Court.

The decision to file a grievance must be documented on the appropriate SPOA form and submitted to the SPOA office no later than fifteen (15) calendar days after receipt of the City Manager's decision, except in the event the 15th day falls on a Saturday, Sunday or City holiday, then it shall be considered timely if delivered on the next succeeding working day.

If the employee/former employee files a grievance with the SPOA, the SPOA will notify the City, via the Director of Human Resources, of its decision whether or not to demand arbitration of the grievance within fifteen (15) calendar days after receipt of the grievance, except in the event the 15th day falls on a Saturday, Sunday or City holiday, then the notification shall be considered timely if delivered on the next succeeding working day. If the SPOA demands

arbitration, the grievance will be arbitrated according to the procedures of Step 4 of Subsection 16.5 (Grievance Procedure) of this Agreement. If the SPOA declines to arbitrate the grievance, the employee/former employee may nevertheless retain his right to appeal the decision to Circuit Court.

An arbitrator's decision will be final and binding. An employee or former employee whose disciplinary grievance is advanced to arbitration must waive, in writing on the appropriate SPOA form, his or her right to appeal the discipline in Circuit Court pursuant to Sections 536.100 to 536.150 R.S.Mo.

ARTICLE 18 - WAGES

18.1 Effective during Fiscal Year 2022, the City will fund the Merit Steps for all Salary Grades within the bargaining unit contained in the Law Enforcement Schedule (LES) salary schedule.

The City will also increase the salary of the top step for LES 2 salary grade by 3%, the top step for LES 5 salary grade by 2% and the top step for LES 10 salary grade by 1%.

In addition, the City will implement a 1.5% across-the-board increase for Steps 6-12 of the LES 2 salary grade, and a 1% across-the-board increase for Steps 6-12 of the LES 5 salary grade and LES 10 salary grade.

These changes shall be effective for the pay period commencing July 4, 2021, with a corresponding pay date of July 22, 2021. The City will issue a new salary schedule, a copy of which is attached as Addendum I.

Employees in Steps 2 – 4 of the LES 2 salary grade as of July 1, 2021 will be moved to Step 5 as follows:

- Police Officers on step 4 will move to step 5 effective with the pay period beginning July 18, 2021.
- Police Officers on step 3 will move to step 5 effective with the pay period beginning August 15, 2021.
- Police Officers on step 2 with a July 19 appraisal increment date, will advance to step 3 effective with the pay period beginning July 18, 2021; and then will advance to step 5 with the pay period beginning September 26, 2021.
- Police Officers on step 2 with a February 14 appraisal increment date, will advance to step 5 with the pay period beginning October 24, 2021.
- Police Recruits hired on May 3, 2021 will advance to LES-2, step 2 effective the beginning of the first full pay period following the police academy graduation and after being commissioned as a law enforcement officer; and then will advance to LES-2, step 5 on the pay period beginning January 16, 2022.

Once Police Officers move to step 5 as noted specifically in this section, their appraisal increment date will be reset to the effective date of the move. Once advancement to Step 5 occurs, the employee is then eligible to advance to the next step consistent with the criteria outlined in Merit Rule 18.2(a).

Beginning with the Police Recruits hired for the January 2022 Police Academy, and thereafter, LES Probationary Police Recruits will be hired in at step 4, which will be set at 10% less than step 5, and will become the new Police Recruit starting pay. LES probationary employees who graduate from the Springfield Police Academy and after being commissioned as a law enforcement officer, shall advance on the LES-2 salary grade from step 4 to step 5 beginning the first full pay period following the police academy graduation. Once advancement to Step 5 occurs, the employee is then eligible to advance to the next step consistent with the criteria outlined in Merit Rule 18.2(a).

18.2 The SPOA may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2023 at least 30 days before the commencement of such successor negotiations. The negotiations shall begin no later than March 1, 2022. Before the commencement of negotiations, the City shall provide the SPOA a detailed cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the merit steps in Excel spreadsheet form that is not locked in order to facilitate the SPOA's calculation of the cost of its proposals. It is the objective of this schedule for wage reopener negotiations to begin in sufficient time for the SPOA's proposals to be considered during the budget process.

18.3 The SPOA may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2024 at least 30 days before the commencement of such successor negotiations. The negotiations shall begin no later than March 1, 2023. Before the commencement of negotiations, the City shall provide the SPOA a detailed cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the merit steps in Excel spreadsheet form that is not locked in order to facilitate the SPOA's calculation of the cost of its proposals. It is the objective of this schedule for wage reopener negotiations to begin in sufficient time for the SPOA's proposals to be considered during the budget process.

18.4 At any time in during the term of this Agreement, either party may notify the other party in writing that it wishes to re-open this Agreement for the limited purposes of: 1) modifying this Agreement to accommodate any ARPA funds allocated to the bargaining unit by the City; 2) negotiating over the City's decision to require members of the bargaining unit to be vaccinated against COVID-19; and/or discussing the issue of overtime/compensatory time if the City elects to employ 12 hour schedules. The parties recognize that the reopener for ARPA funds is part of the consideration for acceptance of the provisions in this CBA, including this Article 18, and that any agreement reached as part of that reopener, including any agreement for premium pay or for other payment of ARPA funds, is also part of the consideration for this CBA.

18.5 Effective with the pay period beginning October 10, 2021, members of the bargaining unit assigned as Field Training Officers will be provided a \$50 per day stipend for days when they are actually training.

18.6 Effective with the pay period beginning January 2, 2022, members of the bargaining unit who serve as language translators will be provided a stipend of \$50 per day for days when they are called upon to serve as translators.

ARTICLE 19 - UNIFORM ALLOWANCE

19.1 Effective Date and Allowance

Effective the first full pay period on or after July 3, 2011, all bargaining unit members will receive a semi-annual clothing allowance of seven-hundred twenty-five dollars (\$725.00) within the pay period in which September 15 and March 15 occur.

19.2 Police Officers - Academy

New Police Officers (Academy) participate in both the Police Academy and the Field Training Program during their tenure and could incur considerable initial out-of-pocket expenses due to uniform requirements in both programs. As a result, new Police Officers (Academy) will be issued Academy uniforms and equipment to be worn during academy training. The Academy uniforms shall be returned to the police department upon graduation from the academy. Upon graduation from the Police Academy, new Police Officers will be issued Police Officer uniforms and equipment required for field training .

19.3 Police Officers - Lateral Hires

Police Officers (Lateral Hire Program) participate in both the Orientation Program and the Field Training Program during their tenure and could incur considerable initial out-of-pocket expenses due to uniform requirements in both programs. As a result, Police Officers (Lateral Hire Program) will be issued both required uniforms and related equipment.

19.4 Police Officers - Reinstatements

Reinstated employees, who are not required to complete the Academy or Field Training, will not be eligible for any uniform benefits(s) under the Police Officers Academy or Police Officers Lateral Hire Program.

19.5 Eligibility

New Police Officers (Academy) and Police Officers (Lateral Hire Program) will not be eligible to receive the semi-annual uniform allowance until one year after the date of their graduation from the Police Academy.

ARTICLE 20 - LEAVE GOVERNED BY MERIT RULES

20.1 Vacation

The provisions of the current Merit Rules are incorporated by this reference and shall govern vacation leave of officers during the term of this Agreement.

20.2 Sick Leave Benefits and Sick Leave Redemption

The provisions of current Merit Rules are incorporated by this reference and shall govern sick leave benefits and sick leave redemption of officers during the term of this Agreement.

20.3 Holidays

The provisions of current Merit Rules are incorporated by this reference and shall govern holidays of officers during the term of this Agreement.

20.4 Military Leave

The provisions of current Merit Rules are incorporated by this reference and shall govern Military leave of officers during the term of this Agreement.

ARTICLE 21 - FUNERAL LEAVE

21.1 Definitions

Bargaining Unit members, hereby referred to as officer(s), shall be granted up to three (3) working days leave as needed in the event of death of spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchildren, step-parents, spouse's grandmother or grandfather.

21.2 Service as Pallbearer

Officers shall be granted up to (10) ten hours leave per calendar year to act as a pallbearer for a person who was a Police Department employee at the time of his death. Such leave shall not be granted to more than six (6) employees at any one time, and may only be granted once a year per funeral.

21.3 Exceptions - Discretionary Funeral Leave

The Chief of Police, or his designee, may, at his discretion, also approve funeral leave requests for officers, within the guidelines stated above, in the event of the death of other relatives or relations not listed above.

Requests for discretionary funeral leave for relatives or relations not listed above shall be communicated by supervisory personnel to the Chief of Police for consideration the same or first business day possible following the request. The Chief of Police or his designee shall notify the officer of his decision as soon as possible. In the event an officer elects to use accrued leave (vacation, floating holidays, etc.) for the funeral prior to a final decision being reached, such leave shall be changed to funeral leave upon approval of the request and leave balances shall be adjusted accordingly.

21.4 Funeral Leave Under Merit Rule 21.7

In addition to the above, members of the Bargaining Unit shall receive the full funeral leave benefits offered to all City employees under Merit Rule 21.7, as amended June 2018 and as may be amended in the future.

ARTICLE 22 - VACATION PAYOUT

Vacation balance shall be paid out upon retirement or termination per Administrative Memorandum No. 49.

ARTICLE 23 - SAVINGS CLAUSE

If any provisions of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portion of this Agreement shall remain in full force and effect.

ARTICLE 24 - NO STRIKE/NO LOCKOUT

24.1 No Strike Commitment

Neither the SPOA nor any of its officers or agents may call, initiate, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, slow down, unauthorized absence, picketing of the City over terms and conditions of this Agreement, "work to rule" action, or the concerted interference with the full, faithful and proper performance of the duties of employment with the City during the term of this Agreement. Neither the SPOA nor any officer shall refuse to cross any picket line, by whomever established. These prohibitions do not apply to informational picketing, hand billing and other forms of protected speech designed to communicate with the public about issues of concern to the SPOA. Such communications shall not request any kind of work stoppage. The SPOA's right to conduct informational picketing or hand billing as set forth herein shall be subject to the following conditions: 1) no picketing or hand billing on Department property, 2) no person shall represent himself as speaking as a member of or on behalf of the Police Department, 3) persons engaging in such activities shall be off-duty, and 4) persons engaging in such activities shall not be in police uniform.

24.2 Performance of Duty

It is recognized that employees covered by this Agreement may be required, in the line of duty, to perform duties growing out of, or connected with, labor disputes which may arise within the City. The SPOA agrees that no disciplinary action or other action will be taken by the SPOA against any employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty.

24.3 Resumption of Operations

In the event of actions prohibited in Section 24.1 above, the SPOA immediately shall disavow such action and request the officers to return to work, cease work slowdown or cease all other actions prohibited in Section 24.1 and shall use its best efforts to achieve a prompt resumption of normal operations. The SPOA, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

24.4 Discipline of Strikers

Any officer who violates the provisions of Section 24.1 shall be subject to immediate discharge. Any action taken by the City against any officer who participates in action prohibited by Section 24.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance procedure and disciplinary procedure.

24.5 No Lockout

The City will not lock out any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the SPOA.

ARTICLE 25 - DURATION OF AGREEMENT

Except as otherwise specifically provided herein, this agreement shall take effect as of July 1, 2021, and shall continue in full force and effect to and including June 30, 2024, and the City and the SPOA shall meet at least one hundred twenty (120) days prior to its expiration date to negotiate a successor agreement. Over the course of the re-negotiation period, both parties will meet in good faith with the intent to reach an agreement. Should such an agreement not be reached within sixty (60) days of the expiration of this agreement, either party may declare an impasse.

This agreement shall remain in effect during the negotiations for a new agreement. In the event no agreement is reached by the end of the contract period, the agreement shall remain in full force and effect until such time as the parties enter into a new agreement.

ARTICLE 26 - RATIFICATION BY SPOA

The City shall have no obligation to submit a proposed agreement to the City Council until the SPOA has certified to the City that the Bargaining Unit has ratified the proposed agreement.

ARTICLE 27 - APPROVAL OF THE AGREEMENT

The following individuals by endorsing this Agreement represent that they are authorized to express the approval of the terms and provisions of this Agreement on behalf of the SPOA and on behalf of the City's bargaining team.

SPOA 22

The City of Springfield

Andrew Zinke, President

Jason Gage, City Manager
City of Springfield

Date

Date

Approved as to form:

City Attorney or designee

CITY OF SPRINGFIELD, MO
Human Resources Department
LAW ENFORCEMENT (LES) UNION SALARY SCHEDULE

Addendum 1

SALARY CHANGE:

G.O. XXXX, CBA- LES 2, Step 4 = 10% below LES 2-Step 5; LES 2, Step 14 – 3% Increase; LES 5, Step 14 – 2% Increase; LES 10, Step 14 – 1% Increase; LES 2, Steps 6-12 – 1.5% Increase; LES 5 and LES 10, Steps 6-12 – 1% Increase

EFFECTIVE DATE: 7/4/2021

GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		GRADE
		1,480.80		1,557.60		1,636.00		1,608.80		1,769.60		1,874.40		1,957.60		2,053.60	
LES 2	18.51	38,500.80	19.47	40,497.60	20.45	42,536.00	20.11	41,828.80	22.12	46,009.60	23.43	48,734.40	24.47	50,897.60	25.67	53,393.60	LES 2
		1,610.40		1,678.40		1,750.40		1,840.80		1,925.60		2,033.60		2,124.00		2,228.00	
LES 5	20.13	41,870.40	20.98	43,638.40	21.88	45,510.40	23.01	47,860.80	24.07	50,065.60	25.42	52,873.60	26.55	55,224.00	27.85	57,928.00	LES 5
		1,847.20		1,946.40		2,028.00		2,128.80		2,225.60		2,349.60		2,452.80		2,576.00	
LES 10	23.09	48,027.20	24.33	50,606.40	25.35	52,728.00	26.61	55,348.80	27.82	57,865.60	29.37	61,089.60	30.66	63,772.80	32.20	66,976.00	LES 10

GRADE	STEP 9		STEP 10		STEP 11		STEP 12		STEP 13		STEP 14		GRADE
		2,136.80		2,222.40		2,310.40		2,401.60		2,554.40		2,697.60	
LES 2	26.71	55,556.80	27.78	57,782.40	28.88	60,070.40	30.02	62,441.60	31.93	66,414.40	33.72	70,137.60	LES 2
		2,317.60		2,410.40		2,507.20		2,606.40		2,781.60		2,908.80	
LES 5	28.97	60,257.60	30.13	62,670.40	31.34	65,187.20	32.58	67,766.40	34.77	72,321.60	36.36	75,628.80	LES 5
		2,680.80		2,786.40		2,897.60		3,014.40		3,235.20		3,317.60	
LES 10	33.51	69,700.80	34.83	72,446.40	36.22	75,337.60	37.68	78,374.40	40.44	84,115.20	41.47	86,257.60	LES 10

Dark Gray: Per CBA, Steps 1, 2, and 3 will be phased out during Fiscal Year 2022

Light Gray: Per CBA, Step 4 will remain at \$21.26 until 07/18/21. Effective 07/18/21, Step 4 will be 10% below Step 5 at \$20.11

One rdg. _____
P. Hrngs. _____
Pgs. 8 _____
Filed: 06-08-21 _____

Sponsored by: McClure _____

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021 - 156 _____

GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Section 2-92, known as the ‘Salary Ordinance,’ relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedules and the Crafts, Trades and Labor Non-Union Schedule, by making provision for nine new job titles and by deleting three job titles; by providing pay adjustments for employees on the Professional, Administrative and Technical Schedules; by providing pay adjustments for employees on the Crafts, Trades and Labor Non-Union Schedule, as well as for certain non-union salary grades in the Fire Protection and Law Enforcement Schedules; by amending language originally added by General Ordinance 5089, Section 5(b), and later amended by General Ordinance 5278, Section 10(b), General Ordinance 5564, Section 10(b), General Ordinance 6459 Section 6(b), and General Ordinance 6533, Section 7b, relating to the Law Enforcement Schedule; by amending language originally added by General Ordinance 5432, Section 3, and later amended by General Ordinance 5564, Section 11, and General Ordinance 6533, Section 5, relating to the Fire Protection Schedules; and by adding one full-time equivalent position of a Development Project Facilitator (PAT-11U) to the City Manager’s Office and adjusting the authorized employee positions.

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

(NOTE: Throughout this document, underlined language has been added, and ~~stricken~~ language has been deleted.)

Section 1 – Section 2-92 of the City Code, known as the ‘Salary Ordinance,’ relating to various salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical (“PAT”) Schedules and the Crafts, Trades and Labor (“CTL”) Schedule is hereby amended by adding and deleting the

following job title(s), with said changes to be effective July 4, 2021:

Proposed Job Title and Salary Grade
(Title to be Added)

<u>Classification</u>	<u>Salary Grade</u>
City Clerk Administrative Specialist	PAT-4
City Clerk Compliance Specialist	PAT-6
Concessions Supervisor	PAT-6
Concessions Coordinator	PAT-7
Senior Collection Systems Monitoring Technician	PAT-7
Deputy City Clerk	PAT-8
Concessions & Catering Administrator	PAT-10
Development Project Facilitator	PAT-11U
Grounds & Building Maintenance Coordinator	CTL Non-Union-8

Proposed Job Title and Salary Grade
(Title to be Deleted)

<u>Classification</u>	<u>Salary Grade</u>
City Clerk Specialist	PAT-6
Concessions Supervisor	PAT-7
Assistant City Clerk	PAT-8

Section 2 – Section 2-92 of the Springfield City Code, known as the ‘Salary Ordinance,’ is hereby amended by funding the Merit Steps for the steps and salary grades contained in the Professional, Administrative & Technical (“PAT”) Schedules, and by establishing a new top step ten (10) for each salary grade level within the Professional, Administrative and Technical (“PAT”) Schedule in the amount of two percent (2%) above the previous top step nine (9) and establishing a new top step fifteen (15) for Professional, Administrative, and Technical Unclassified (PAT-Unclassified) Schedule in the amount of two percent (2%) above the previous top step fourteen (14). These changes shall be effective for the pay period commencing July 4, 2021, with a corresponding pay date of July 22, 2021.

Section 3 – Section 2-92 of the Springfield City Code, known as the ‘Salary Ordinance,’ is hereby amended by funding the Merit Steps for the steps and salary grades contained in the Crafts, Trades and Labor Non-Union (“CTL Non-Union”) Schedule, and by establishing a new top step ten (10) for salary grade levels eight (8) through thirteen (13) and a new top step eleven (11) for salary grade levels fourteen (14) through seventeen (17) in the amount of two and fifty-five hundredths percent (2.55%). These changes shall be effective for the pay period commencing July 4, 2021, with a corresponding pay date of July 22, 2021

79 Section 4 – Section 2-92 of the Springfield City Code, known as the ‘Salary
80 Ordinance,’ is hereby amended by funding the Merit Steps for the steps for the non-
81 union salary grades ten (10) through sixteen (16) contained in the Fire Protection
82 Schedule (“FPS”), and by establishing a new top step thirteen (13) for non-union salary
83 grade levels ten (10) through sixteen (16) in the amount of two percent (2%) above the
84 previous top step twelve (12). These changes shall be effective for the pay period
85 commencing July 4, 2021, with a corresponding pay date of July 22, 2021.

86
87 Section 5 – Section 2-92 of the Springfield City Code, known as the ‘Salary
88 Ordinance,’ is hereby amended by funding the Merit Steps for the steps for the non-
89 union salary grades thirteen (13) through sixteen (16) contained in the Law Enforcement
90 Schedule (“LES”), and by amending said schedule for non-union salary grades thirteen
91 (13) through sixteen (16) by freezing salary steps five (5) through eight (8), as well as
92 step eleven (11); and by increasing the base pay rate of step fifteen (15) in the amount
93 of two and one-quarter percent (2.25%). These changes shall be effective for the pay
94 period commencing July 4, 2021, with a corresponding pay date of July 22, 2021.

95
96 Section 6 – Section 2-92 of the Springfield City Code, known as the ‘Salary
97 Ordinance,’ as amended by language originally added in 2001 by General Ordinance
98 (“G.O.”) 5089, Section 5(b), and later amended by G.O. 5278, Section 10(b), G.O. 5564,
99 Section 10(b), G.O. 6459 Section 6(b), and G.O. 6533, Section 7b, regarding partial
100 step levels above the top step (as it existed in 2001) on the Law Enforcement Schedule
101 (“LES”), is hereby further amended as follows:

102
103 (b) By the establishment of five partial step levels (steps 9, 10, 11, 12, and
104 13) above step 8, which encompasses steps above Step Eight (8) of the schedule for
105 each such position, excluding positions at the rank of Police Lieutenant and above,
106 eligibility for each such partial step increase shall be based upon meeting pre-
107 established performance standards for the employee in his job position, as may be
108 determined and approved by the Chief of Police, at his sole discretion. An employee’s
109 shall only be eligibility for any the top step after attainment by the employee of all
110 partial step increases, and shall also be based upon meeting pre-established
111 performance standards by the employee in his job position, as may be determined and
112 approved by the Chief of Police, at his sole discretion. Going forward, the performance
113 top step will always be the highest numbered step. Awarding of the performance top
114 step increase shall only apply to the particular budget year in which the increase was
115 approved. The continued payment of this increased amount may be discontinued if, in
116 the sole judgment of the Chief of Police, the employee’s continued job performance
117 does not merit the payment of the performance increase for any subsequent year.
118 Nothing in this provision shall prevent an employee from receiving an additional step
119 increase through the typical approval process. An employee shall be eligible for the first
120 partial step only if such employee has remained at Step Eight (8) for a minimum of one
121 year. In cases of promotion of employees from positions in which they are on such a
122 partial step at the time of promotion, the provisions of Merit Rule 18.1 (g) shall apply. In
123 cases of voluntary demotion, the employee may be placed on any partial step, except
124 the highest partial step in the grade, that results in the smallest decrease in pay for the

employee. ~~The provisions of Merit Rule 18.1(e) shall apply.~~

Section 7 – Section 2-92 of the Springfield City Code, known as the ‘Salary Ordinance,’ as amended by language originally added in 2004 by G.O. 5432, Section 3, and later amended by G.O. 5564, Section 11, and G.O. 6533, Section 5, set out below, relating to the then establishment of four partial steps and one discretionary step, and the exemption of positions at the Battalion Chief or above from certain eligibility requirements on the Fire Protection Schedule is hereby further amended as follows:

The establishing of four (4) partial step levels (that is, partial steps 7, 8, 9 and 10) above the current top Step (that is, Step 6) of each of the steps and grades contained in the Fire Protection Schedule (FPS) ~~excluding positions at the rank of Battalion Chief and above,~~ with each such partial step to represent a One Thousand, Two Hundred Dollar (\$1,200.00) increase in the base rate pay for the grade level, and by further establishing a new top step (step 11) ~~an additional increase for such positions~~ in the amount of up to five percent (5%) in the base rate pay above the last such partial step. Except for positions at the rank of Battalion Chief and above, ~~Eligibility~~ for each such partial step increase shall be based upon meeting pre-established performance standards for the employee in his job position, as may be determined and approved by the Fire Chief, at his sole discretion. Except for positions at the rank of Battalion Chief and above, ~~Eligibility for the new top step (step 11) up to 5% increase~~ shall be only after attainment by the employee of all four partial step increases, and shall also be based upon meeting pre-established performance standards by the employee in his position, as may be determined and approved by the Fire Chief, at his sole discretion. ~~Awarding of the up to 5% performance increase shall only apply to the particular budget year in which the increase was approved. The continued payment of this increased amount may be discontinued if, in the sole judgment of the Fire Chief, the employee's continued job performance does not merit the payment of the performance increase for any subsequent year.~~ This will be effective the first full pay period in July 2005, which is July 10, 2005, through July 23, 2005, payable July 28, 2005. Employees who have been at the current top step in grade for a minimum of one year, as of July 10, 2005 will be eligible for the first partial step. In cases of promotion of employees from positions in which they are on such a partial step at the time of promotion, the provisions of Merit Rule 18.1 (g) shall apply. In cases of voluntary demotion, the employee may be placed on any partial step, except the highest partial step in the grade, that results in the smallest decrease in pay for the employee. The provisions of Merit Rule 18.1(e) shall apply.

The June 2021 amendments to G.O. 5432, Section 3, and G.O. 6533, Section 5, are meant only to clarify the language of the Salary Ordinance. Those changes only modify G.O. 5432, Section 3, and G.O. 6533, Section 5, language, and are not meant to override any other changes that occurred after the passage of G.O. 5432 in 2004, including changes that may have created a new top step, altered the differences in amount between each partial step, closed off certain partial steps, or increased the top step to an amount more than 5% above the next highest step or partial step.

171 Section 8 – The Fiscal Year 2021-22 budget for the Department of City Manager
172 is hereby amended by changing the number of authorized job positions for said
173 department, specifically by adding the full-time equivalent position of one Development
174 Project Facilitator, PAT-11U, to the department.

175
176 Section 9 – This Ordinance shall be in full force and effect immediately after its
177 passage by City Council.

178
179 Passed at meeting: _____

180
181
182 _____
183 Mayor

184
185 Attest: _____, City Clerk

186
187 Filed as Ordinance: _____

188
189 Approved as to form: Rhonda Lewsader, City Attorney

190
191 Approved for Council action: Jason A. Hays, City Manager
192
193

EXPLANATION TO COUNCIL BILL 2021- 156

FILED: 06-08-21

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To amend Chapter 2, Article III, Division 1 of the Code of Ordinances of the City of Springfield, Missouri, Section 2.92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedules and the Crafts, Trades and Labor Non-Union Schedule by making provision for nine (9) new job titles and deleting three (3) job titles; by providing pay adjustments for employees on the Professional, Administrative and Technical Schedules; by providing pay adjustments for employees on the Crafts, Trades, and Labor Non-Union Schedule, as well as for certain non-union salary grades in the Fire Protection Schedule and the Law Enforcement Schedules; amending language originally added by G.O. 5089, Section 5(b), and later amended by G.O. 5278, Section 10(b), G.O. 5564, Section 10(b), G.O. 6459 Section 6(b), and G.O. 6533 Section 7b relating to partial steps for the Law Enforcement Schedule; by amending language originally added by G.O. 5432, Section 3, and later amended by G.O. 5564, Section 11, and G.O. 6533, Section 5, relating to the Fire Protection Schedules; and by adding one full-time equivalent position of a Development Project Facilitator (PAT-11U) to the City Manager's Office and adjusting the authorized employee positions.

BACKGROUND: This is the annual salary ordinance. It contains recommendations related to routine job title additions due to department organizational changes and completed job studies. Additionally, it includes deletions for job titles that are no longer being used or will not be used if the new job titles are approved.

This Council bill also contains annual pay plan improvements for non-union employees. The funding of Merit Steps is recommended for all non-union employees. Specific pay increases include the following: for the Professional, Administrative and Technical ("PAT") Schedules, the establishment of a new top step at 2% above the current top step; for the Crafts, Trades and Labor Non-Union ("CTL Non-Union") Schedule, the establishment of a new top step at 2.55% above the current top step; for non-union positions on the Fire Protection Schedule ("FPS"), the establishment of a new top step at 2% above the current top step; and for the non-union positions on the Law Enforcement Schedule ("LES"), a 2.25% increase to the top step, as well as freezing certain pay steps to aid in creating a more appropriate and more significant pay differential between the ranks of Sergeant and Lieutenant.

These pay changes are recommended to be effective with the pay period beginning July 4, 2021, with a corresponding pay date of July 22, 2021.

Additionally, this Council bill references the history of the partial pay steps of the LES Salary Schedule. Currently, these "partial" steps are authorized for use when special

prescribed performance standards are met. In an effort to expand the starting pay range for lateral police officer hires, amendments are being made to this language to provide the Police Chief with options to offer starting pay up to, but not including, the top step of the salary range, with only the top step being identified for a special performance pay step going forward. This change effects current employees as well as lateral hires. Further, as the steps are no longer “partial,” that terminology has been removed.

Next, amendments are being made to the language added by prior ordinances and regarding the FPS Salary Schedule. Specifically, G.O. 5532 established four (4) additional partial steps on the FPS, with those partial steps being steps 7, 8, 9, and 10. G.O. 5532 also contained language allowing for an additional increase of up to 5% for positions at the top partial step (10), which has been interpreted as allowing a (then) new top step (step 11). However, the language in G.O. 5532 did not explicitly create a new step 11, providing instead for a discretionary increase of up to 5% above the last partial step (step 10) for those positions that had already progressed through the new, four partial steps and met certain performance standards. As this language was interpreted as, in effect authorizing a (then) new step 11, the Salary Ordinance is being amended to specifically provide for the creation of step 11.

Further, G.O. 5532 established certain criteria needed to progress through the partial steps and move to the (then) new top step of step 11. G.O. 6533 amended the language previously added by G.O. 5532 by adding the phrase “excluding positions at the rank of Battalion Chief and above” to the first sentence of the language added by G.O. 5532. The intent of the language added by G.O. 6533 was to exempt positions at the Battalion Chief rank or higher from having to meet the eligibility requirements originally included in G.O. 5532. This intent can be made clearer by moving the text setting out the exception as provided in this Ordinance.

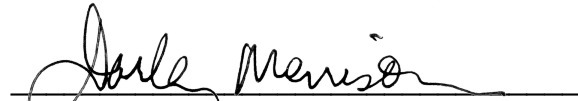
The amendments to the language added by G.O. 5432 (which was subsequently amended by G.O. 6533) are not meant to override, alter, or modify other changes to the Salary Ordinance that occurred after the passing of G.O. 5432. Nor are they meant to be interpreted as in any way changing the current Union or Non-Union Fire Protection Schedules (the Non-Union Schedules currently have a top step of step 12 and the Union Schedules currently have a top step of step 11) or to interfere with or override any changes that have been made through collective bargaining agreements that have occurred since 2005. Rather, the purpose of these changes is merely to clarify the language of the Salary Ordinance that was added by G.O. 5432 and amended by G.O. 6533 so as to reflect current practice.

And finally, a new Full-Time Equivalent position is being requested for the new Development Project Facilitator (PAT-11U) position that was approved earlier in Fiscal Year 2021 as a contract position. This position is in line with City Council priorities to work with and assist both members of the development community and City staff to identify and resolve challenges associated with development services and projects.

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies. All costs reflected herein are part of the recently proposed Annual Operating Budget for Fiscal Year 2022.

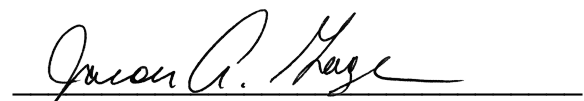
It is respectfully requested that Council give consideration and approval to these changes.

Submitted by:

A handwritten signature in black ink, appearing to read "Darla Morrison", written over a horizontal line.

Darla Morrison,
Director of Human Resources

Approved by:

A handwritten signature in black ink, appearing to read "Jason A. Gage", written over a horizontal line.

Jason Gage,
City Manager

One-rdg. X
P. Hmgs.
Pgs. 3
Filed: 06-08-21

Sponsored by: McClure

COUNCIL BILL 2021-157 RESOLUTION

A RESOLUTION

CONFIRMING the appointments of Ryan Dock, Sarah Kerner, Rose Marie Whitcomb, and Lyle Foster to the Commercial Street Community Improvement District Board of Directors. (Staff and the Commercial Street Community Improvement District Board of Directors recommend approval.)

WHEREAS, on June 15, 2009, City Council passed Special Ordinance 25611 approving a petition requesting the formation of the Commercial Street Community Improvement District ("CID") and thereby establishing the same; and

WHEREAS, said petition established the qualifications and process for appointing members of the CID Board of Directors through appointment by the Mayor with confirmation by City Council; and

WHEREAS, there is presently a need to appoint four members to the Board of Directors; and

WHEREAS, the Mayor recommends the appointment of Ryan Dock, Sarah Kerner, Rose Marie Whitcomb, and Lyle Foster to the Commercial Street Community Improvement District Board of Directors.

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

Section 1 – City Council hereby confirms the appointments of Ryan Dock, Sarah Kerner, Rose Marie Whitcomb, and Lyle Foster to the Commercial Street Community Improvement District Board of Directors, with their terms to expire on July 13, 2025.

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

Passed at meeting:

Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: *Jill Burris*, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021- 157

FILED: 06-08-21

ORIGINATING DEPARTMENT: Planning and Development

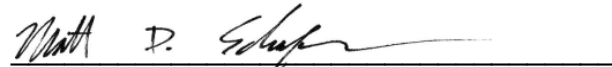
PURPOSE: To confirm the appointments of Sarah Kerner and Rose Marie Whitcomb, and the reappointments of Ryan Dock and Lyle Foster to the Commercial Street Community Improvement District Board of Directors. (Staff and the Commercial Street Community Improvement District Board of Directors recommend approval.)

BACKGROUND: As required by the petition establishing the Commercial Street Community Improvement District (CID), the City Council must confirm appointments to the CID Board of Directors. The CID Board of Directors recommends the following appointments to the Board:

<u>Seat</u>	<u>Name</u>	<u>Qualification</u>	<u>Term</u>	<u>Notes</u>
4	Ryan Dock	Real property and business owner in the District	7/13/2025	Reappointment
5	Sarah Kerner	Representative of real property owner in District	7/13/2025	New appointment
6	Rose Marie Whitcomb	Real property owner and registered voter in District	7/13/2025	New appointment
7	Lyle Foster	Real property and business owner in the District	7/13/2025	Reappointment

REMARKS: Staff recommends approval.

Submitted by:



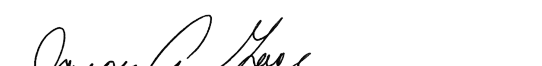
Matt D. Schaefer, AICP
Senior Planner

Recommended by:



Brendan Griesemer, AICP
Acting Director

Approved by:



Jason Gage, City Manager