



Agenda

City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers

Vacant Seat, 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 April 18, 2022 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. **SWEAR IN MONICA HORTON TO THE CITY COUNCIL – ZONE 1.**

2. **ROLL CALL**

4. **ROLL CALL.**

3. **APPROVAL OF MINUTES. APRIL 4, 2022, CITY COUNCIL MEETING, APRIL 5, 2022, SPECIAL CITY COUNCIL MEETING, AND APRIL 12, 2022, SPECIAL CITY COUNCIL MEETING.**

Documents:

[04-04-22.PDF](#)

[04-12-2022 SPECIAL CITY COUNCIL MEETING.PDF](#)

[04-05-22 SPECIAL CITY COUNCIL MEETING.PDF](#)

4. **FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.**

5. **CEREMONIAL MATTERS.**

Swear in Laura McCaskill to the Springfield – Greene County Environmental Advisory Board.

Swear in Christopher Upton to the Citizens Tax Oversight Committee.

Swear in Tyler Tooley to the Personnel Board.

Swear in O'Brien Daniels to the Citizens Advisory Committee for Community Development.

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

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

8. **Council Bill 2022-077 (Simpson)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 10.23 acres of property generally located at 1616 East Bradford Parkway and 3811 and 3813 South Weller Avenue from Planned Development No. 117, 5th Amendment, and Planned Development No. 363 to Planned Development No. 379; and adopting an updated Official Zoning Map. (Planning and Zoning Commission and Staff recommend approval.) (By: EWR Springfield Cambium, LLC & EWR Springfield Cambium II, LLC; 1616 E. Bradford Pkwy and 3811 & 3813 South Weller Avenue; Planned Development No. 379.)

Documents:

[2022-077.PDF](#)

9. Council Bill 2022-078 (McGull)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.04 acres of property generally located at 1310 East St. Louis Street from R-HD, High-Density Multifamily Residential District, with Conditional Overlay No. 123, to GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Urban Village Living LLC; 1310 East St. Louis Street; Z-5-2022.)

Documents:

[2022-078.PDF](#)

10. Council Bill 2022-082 (Hardinger, McGull)

A special ordinance approving the plans and specifications for the Division Street Roadway Improvements – National Avenue to Glenstone Avenue project; accepting the bid of Hartman and Company, Inc., in the amount of \$4,689,870.65 for said project; authorizing the City Manager, or his designee, to enter into a contract with such bidder; and amending the Fiscal Year 2021-2022 budget for the Department of Public Works in the amount of \$1,100,000.00 to appropriate reserves of the 1/8-cent Transportation Sales Tax for said project.

Documents:

[2022-082.PDF](#)

11. RESOLUTIONS. Citizens May Speak. May Be Voted On.

12. Council Bill 2022-085 (McClure)

A resolution accepting the Mayor's Initiative on Equity and Equality Report to City Council, including guiding principles.

Documents:

[2022-085.PDF](#)

13. EMERGENCY BILLS.

14. PUBLIC IMPROVEMENTS.

15. GRANTS. Citizens May Speak. May Be Voted On.

16. Council Bill 2022-086 (Hosmer)

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

Surface Transportation Program-Urban Program and Cost Apportionment Supplemental Agreement with the Missouri Highways and Transportation Commission for the purpose of jointly constructing the Republic Road Phase 4 and Republic Road Phase 5 projects; and declaring that this council bill qualifies for approval in one reading.

Documents:

[2022-086.PDF](#)

17. AMENDED BILLS.

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

19. Council Bill 2022-059 (Ollis)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.30 acres of property generally located at 1218, 1226, and 1238 East Pacific Street from GM, General Manufacturing, to R-TH, Residential Townhouse, with Conditional Overlay District No. 209; establishing Conditional Overlay District No. 209; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By:Oke-Thomas Investments Inc; 1218, 1226 and 1238 East Pacific Street; Z-23-2021 w/COD #209.)

Documents:

[2022-059.PDF](#)

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

21. Council Bill 2022-087 (Lear)

A special ordinance authorizing the City Manager, or his designee, to enter into Schedule of Equipment No. 4, which will become a part of its existing Master Equipment Lease Purchase Agreement, the proceeds of which will be used to pay the costs of acquiring equipment for the Springfield-Branson National Airport, and to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2021-2022 in the amount of \$1,815,000.

Documents:

[2022-087.PDF](#)

22. Council Bill 2022-088 (Ollis)

A general ordinance amending the Springfield City Code, Chapter 36, 'Land Development Code of the City of Springfield,' Article XIX, 'Energy Conservation Code,' by updating from the 2012 to the 2018 version of the International Energy Conservation Code, as modified herein.

Documents:

[2022-088.PDF](#)

23. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

24. NEW BUSINESS.

The Public Involvement Committee recommends the following appointment to the Police and Fire Fighters' Retirement System Board of Trustees: Jim Flinn with term to expire April 30, 2025.

25. UNFINISHED BUSINESS.

26. MISCELLANEOUS.

27. CONSENT AGENDA – FIRST READING BILLS. See Item #4.

28. Council Bill 2022-089 (McGull)

A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Article VI, 'Finances,' Division 2, 'Purchasing,' Section 2-401, 'Purchasing Manual,' Chapter 3, 'Exceptions to Normal Purchasing Procedures,' Section 13-3.312, for the purpose of allowing retired Fire Marshalls to purchase their service weapons.

Documents:

[2022-089.PDF](#)

29. CONSENT AGENDA – ONE READING BILLS.

30. CONSENT AGENDA – SECOND READING BILLS. See Item #4.

31. Council Bill 2022-083 (Hosmer)

A special ordinance amending Special Ordinance 27630, which declared the necessity of acquiring by condemnation the final easements for the purpose of constructing and maintaining sanitary sewers in the Chestnut South Lift Station Relief Sewer Project, to correct the legal description of a perpetual sanitary sewer easement.

Documents:

32. **Board Confirmations**

Confirm the following appointment to the Planning and Zoning Commission: Eric Pauly with term to expire January 1, 2024.

33. **END OF CONSENT AGENDA.**

34. **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 417-864-1636 at least three days prior to the scheduled meeting.

April 4, 2022
Springfield, Missouri

The City Council met in regular session April 4, 2022, in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. Mayor McClure acknowledged Ebenezer Fire Fighter Dustin Brandhorst who died in a crash while responding to a house fire. Mayor McClure asked all to remember the Ukrainian people.

Roll Call

Present: Mike Schilling, Matthew Simpson, Craig Hosmer, Richard Ollis, Andrew Lear, Heather Hardinger, Abe McGull, and Ken McClure. Absent: None. Vacant Seat: Zone 1.

Minutes

The minutes of the March 7, 2022, City Council Meeting and the March 21, 2022, 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, provided an update on the Bass Pro World's Fishing Fair. Mr. Gage noted traffic and safety planning over the last eight weeks for this event paid off, with very few and minor complaints regarding traffic, parking, and safety. Mr. Gage further noted the Visitor Experience Team, which may be a concept to be used for other large community events, received compliments. Mr. Gage added a command center was set up on Bass Pro property; several debriefing meetings will be held in the coming days to review the outcome.

Mr. Gage noted the Springfield Police Department is releasing its annual report for 2021. He added this informative report has been provided to City Council and encouraged them to read and share the information.

Mr. Gage provided an update on pothole remediation. He noted crews have been working hard to keep up with reported potholes, adding these can be reported by calling the Citizen Resource Center at 417-864-1010, using the mobile app "GoSpringfieldMo", or filling out a form online.

Mr. Gage provided an update on the Birthplace of Route 66 Festival. Mr. Gage noted after having to cancel the 2020 and 2021 Birthplace of Route 66 Festivals due to the pandemic, festival organizers are thrilled to announce that the festival will be held August 11-13, 2022, in downtown Springfield.

Mr. Gage welcomed Amanda Ohlensehlen as the City of Springfield's Director of Economic Vitality. Mr. Gage noted Ms. Ohlensehlen is a Missouri native who most recently served as the Community and Economic Development Manager for the City of New Bern, North Carolina. Mr. Gage added the City of Springfield is excited to have Ms. Ohlensehlen, and the new department is a great chance for the City to advance the goals set forth in the Comprehensive Plan and City Council priorities.

Mayor McClure thanked all involved for their work on the Bass Pro World's Fishing Fair and congratulated Bass Pro on its 50th anniversary.

Police Chief Report Paul Williams, Police Chief, noted the 2021 Springfield Police Department Annual Report was given to each City Council member and encouraged them to let him know if they have any questions.

Chief Williams noted a homicide case investigation was tied to another shooting case, and the subject has been arrested.

Chief Williams noted three lateral candidates and 24 regular recruits remain in the Police Academy. He further noted 16 individuals are signed up for the next class which will begin on September 12.

Chief Williams noted the department has received good response to the current crime public service announcements (PSA) and the Crime Mapping Program. Chief Williams further noted municipal arrests are up to 65, with 5 last week, which is the norm. He added eight locations with multiple arrests have been identified for closer review. Five offenders have each been arrested twice, and this information has been passed on to the prosecutor.

Chief Williams noted the Citizens Police Academy, an educational class to learn how the Springfield Police Department functions, will take applications through April 30. The Citizens Police Academy is for any citizen who lives within the city limits of Springfield, is over 18 years old, and passes the background check.

Mayor McClure congratulated Chief Williams on the excellent detective work that resulted in charges for the homicide case. Chief Williams noted he will pass the congratulations on to the officers.

Councilman Ollis asked for an update on the Warrant Task Force. Chief Williams responded 76 warrants have been resolved by arrest and 204 have been self-resolved. He added approximately 2,500 warrants have been removed from the list for reasons such as individuals being deceased, in Department of Corrections custody, moved out of jurisdiction, and various other reasons. Councilman Ollis complimented the department on their work.

Chief Williams noted the current jail is currently not at capacity, and the new jail will begin to be utilized in June.

Councilman McGull asked if the new municipal jail will have the same number of beds. Chief Williams responded there will be 48 beds for municipal prisoners, and the contract length is indefinite.

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

**Dedication of
Public Streets and
Easements: Reed
Avenue Cottages**

Sponsor: Simpson. Council Bill 2022-072.

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Cluster Preliminary Subdivision Plat of Reed Avenue Cottages, generally located at 4423

South Reed Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.) (By: Katy A. St. George Revocable Trust; 4423 South Reed Avenue; Preliminary Plat of Reed Avenue Cottages)

Mayor McClure noted all communication and legal analysis has been reviewed, and multiple trips have been made to view the area. Mayor McClure further noted the role of City Council for the proposed is to accept the dedication of public streets and easements as shown on the preliminary plat when the applicant files a final plat which is in accordance with the preliminary plat, and this is in accordance with the City's subdivision code. He added the role of City Council for the proposed is ministerial rather than legislative. Mayor McClure noted the factors to be considered are to determine if the location of the land to be dedicated is appropriate and complies with applicable ordinances. He further noted City Council may not consider deed restrictions or other private rights. City Code does not set forth a procedure for City Council to remand a preliminary plat to the Planning and Zoning Commission, and Section 2.12 of the City Charter does not contain emergency measure language as described by the homeowner's association attorney.

Council Bill 2022-072. Special Ordinance 27670 was approved with the following vote: Ayes: Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: Hosmer. Absent: None. Abstain: None. Vacant Seat: Zone 1.

Sponsor: Ollis. Council Bill 2022-073.

A general ordinance adopting an updated version of the "Flood Control and Water Quality Protection Manual" to include a water quality requirement for redevelopment in accordance with the City's Municipal Separate Storm Sewer System permit and other technical updates and clarifications to stormwater design standards; and amending Springfield City Code, Chapter 96, 'Storm Water,' Article I. 'Flood Control and Water Quality Protection,' and Article III. 'Land Disturbance Activity', to make changes consistent with the updated Manual.

Council Bill 2022-073. General Ordinance 6715 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None. Vacant Seat: Zone 1.

Sponsor: McGull. Council Bill 2022-074.

A general ordinance amending the Springfield Land Development Code, Article III, 'Zoning Regulations,' Division 5, 'Supplemental District Regulations,' Section 36-472, 'Stream Buffers.' (Staff and Planning and Zoning Commission both recommend approval.)

Council Bill 2022-074. General Ordinance 6716 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None. Vacant Seat: Zone 1.

**Update: Flood
Control and Water
Quality Protection
Manual**

**Merit System Rules
and Regulations:
City Health Care
Plan**

The following items appeared on the agenda under Resolutions.

**Historic
Designation:
Calhoun Orchard
Estate**

Sponsor: McGull. Council Bill 2022-076.

A resolution designating the Calhoun Orchard Estate, located at 836 South Delaware Avenue, as a Historic Site on the Springfield Historic Register.

Susan Istenes, Director of Planning and Development, gave a brief overview of the proposed. Ms. Istenes noted the property owners requested the historic designation to seek preservation of the property and to establish a short-term rental in the carriage house.

Councilman Ollis asked if there is any impact on the short-term rental regulation. Ms. Istenes responded the homeowners will still have to apply for the short-term rental. Councilman Ollis asked Ms. Istenes to explain why a historic designation is needed before a carriage house can become a short-term rental. Ms. Istenes responded the historic designation keeps the carriage house preserved while still allowing it to be used as a short-term rental.

Councilwoman Hardinger asked if the primary residence has a historic designation. Ms. Istenes responded her understanding is that only the carriage house will be certified.

Councilman Hosmer asked why the carriage house must have a historic designation. Rhonda Lewsader, City Attorney, noted City Code Section 36-473 says short-term rental type 1 or 2 can only be in a primary structure or historic carriage house per Section 36-464. Councilman Hosmer expressed his belief there are several carriage houses operating which would be in violation. Ms. Lewsader noted they would be in violation if a carriage house is not designated historic and is being used as a type 1 or 2 short-term rental.

Council Bill 2022-076. Resolution 10625 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None. Vacant Seat: Zone 1.

EMERGENCY BILLS.

PUBLIC IMPROVEMENTS.

GRANTS.

AMENDED BILLS.

The following items appeared on the agenda under Public Hearing.

**Amending
Springfield Land
Development Code:
1616 East Bradford
Parkway and 3811**

Sponsor: Simpson. Council Bill 2022-077

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 10.23 acres of property generally located at 1616 East Bradford Parkway and 3811 and 3813 South Weller

**and 3813 South
Weller Ave.**

Avenue from Planned Development No. 117, 5th Amendment, and Planned Development No. 363 to Planned Development No. 379; and adopting an updated Official Zoning Map. (Planning and Zoning Commission and Staff recommend approval.) (By: EWR Springfield Cambium, LLC & EWR Springfield Cambium II, LLC; 1616 E. Bradford Pkwy and 3811 & 3813 South Weller Avenue; Planned Development No. 379.)

Susan Istenes, Director of Planning and Development, gave a brief overview of the proposed. Ms. Istenes noted the request is to allow a mixed use with multi-family, office/personal service uses, and retail. She further noted the proposed is consistent with the Land Use Plan.

An opportunity was given for citizens to express their views.

Harlan Hill addressed City Council. Mr. Hill noted the plan is for multi-family apartments/office space, and is a predominantly four-story building.

With no further appearances, the public hearing was declared closed.

**Amending
Springfield Land
Development Code:
1310 East St. Louis
Street**

Sponsor: McGull. Council Bill 2022-078

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.04 acres of property generally located at 1310 East St. Louis Street from R-HD, High-Density Multifamily Residential District, with Conditional Overlay No. 123, to GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Urban Village Living LLC; 1310 East St. Louis Street; Z-5-2022.)

Susan Istenes, Director of Planning and Development, gave a brief overview of the proposed. Ms. Istenes noted the request is to rezone 1.04 acres for mixed use retail and multi-family. She added the proposed is consistent with the Land Use Plan for medium density retail, office, and housing.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

**Motion to refer
back to Planning
and Zoning:
Council Bill 2022-
079 and Council
Bill 2022-080**

Mayor Pro Tem Simpson, at the request of the applicant, moved to refer Council Bill 2022-079 and Council Bill 2022-080 back to the Planning and Zoning Commission. The motion was seconded by Councilman McGull and was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Simpson, and McClure. Nays: Schilling. Absent: None. Abstain: None. Vacant Seat: Zone 1.

Speakers signed up to speak to Council Bill 2022-079 or Council Bill 2022-080 were encouraged to follow the proposed bills through the Planning and Zoning Commission process.

**Amending
Springfield Land
Development Code:
404, 420, and 424
East Sunshine
Street**

Sponsor: Simpson. Council Bill 2022-079

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1 acre of property generally located at 404, 420, and 424 East Sunshine Street from R-SF, Single-Family Residential District, to LB, Limited Business District, with Conditional Overlay District No. 207; establishing Conditional Overlay District No. 207; and adopting an updated Official Zoning Map. (Planning and Zoning Commission recommends denial and staff recommends approval.) (By: Reding Management and Redic, LLCs; 404, 420, & 424 E. Sunshine Street; Z-1-2022 w/Conditional Overlay District No. 207.)

Council Bill 2022-079 was referred back to the Planning and Zoning Commission.

**CUP No. 461: 404,
420, and 424 East
Sunshine Street**

Sponsor: Simpson. Council Bill 2022-080

A special ordinance granting Conditional Use Permit No. 461 for the purpose of permitting eating and drinking establishment use group, including drive-in, pick-up window, or drive-thru facilities, as a conditional use within the LB – Limited Business District, generally located at 404, 420, and 424 East Sunshine Street. (Planning and Zoning Commission recommends denial and staff recommends approval.) (By: Reding Management and Redec, LLCs; 404, 420, & 424 E. Sunshine Street; Conditional Use Permit 461.)

Council Bill 2022-080 was referred back to the Planning and Zoning Commission.

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

**Division Street
Roadway
Improvements:
National Avenue to
Glenstone Avenue
project**

Sponsor: Hardinger. Council Bill 2022-082

A special ordinance approving the plans and specifications for the Division Street Roadway Improvements – National Avenue to Glenstone Avenue project; accepting the bid of Hartman and Company, Inc., in the amount of \$4,689,870.65 for said project; authorizing the City Manager, or his designee, to enter into a contract with such bidder; and amending the Fiscal Year 2021-2022 budget for the Department of Public Works in the amount of \$1,100,000.00 to appropriate reserves of the 1/8-cent Transportation Sales Tax for said project.

Dan Smith, Director of Public Works, gave a brief overview of the proposed. Mr. Smith noted the proposed is a project to update Division Street, between National and Glenstone. Mr. Smith further noted the street is to be updated with the sidewalks reconfigured to be compliant with the Americans with Disabilities Act (ADA). Mr. Smith added there were three bidders, coming in under the engineer's estimate. He further added, the request for a budget adjustment is due to the rise in prices.

Councilman McGull noted this is a Zone 2 project and requested to be a co-sponsor of the bill.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

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

Allen Kunkel addressed City Council. Mr. Kunkel thanked City Council members for their service. He expressed his belief planning around economic investment is key. Mr. Kunkel noted the great impacts that partnerships make. He expressed he is looking forward to working with the City through his role at Missouri State University.

Tim Havens addressed City Council. Mr. Havens expressed his belief City Council offers an opportunity for citizens to speak but does not engage with citizens regarding their concerns. Mr. Havens expressed his belief the topics of free bus fare for a year, a boycott of Koch Industries, officers not responding to accidents, plan for nuisance properties, systematic racism, homelessness, and the Silver Homes Program are worthy of discussion and asked City Council create a log to reconsider each remonstrance.

The following items appeared on the agenda under New Business.

Recommended

The Public Involvement Committee recommends the following appointment to the Planning and Zoning Commission: Eric Pauly with term to expire January 1, 2024.

Referred

Refer the topic of e-scooters from the Community Involvement Committee to the Plans and Policies Committee.

Mayor McClure asked if there was any objection to the matter being referred to the Committee. There was no objection.

UNFINISHED BUSINESS.

MISCELLANEOUS.

The following items appeared under Consent Agenda – First Reading bills.

Chestnut South Lift Station Relief Sewer Project

Sponsor: Hosmer. Council Bill 2022-083

A special ordinance amending Special Ordinance 27630, which declared the necessity of acquiring by condemnation the final easements for the purpose of constructing and maintaining sanitary sewers in the Chestnut South Lift Station Relief Sewer Project, to correct the legal description of a perpetual sanitary sewer easement.

The following items appeared under Consent Agenda – One Reading bills.

TIF: Greene County and Republic School District

Sponsor: Schilling. Council Bill 2022-084

A resolution acknowledging the appointments made by Greene County and the Republic School District to the Tax Increment Finance Advisory Commission.

Council Bill 2022-084. Resolution 10626 was approved with the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None. Vacant Seat: Zone 1.

The following items appeared under Consent Agenda – Second Reading bills.

Confirmed

Confirm the following appointments to the Citizens Advisory Committee for Community Development: O'Brien Daniels with term to expire May 1, 2024; Krista Peryer with term to expire May 1, 2022.

Confirmed

Confirm the following appointments to the Citizens Tax Oversight Committee: Christopher Upton with term to expire May 1, 2023; Tammy Adu and Erin Gray with terms to expire May 1, 2022; Duane Keys and Ray Lampert with terms to expire May 1, 2024.

Confirmed

Confirm the following reappointments to the Landmarks Board: Layne Hunton and Jan Preston with terms to expire November 1, 2024.

Confirmed

Confirm the following reappointments to the Personnel Board: Michael Ramos and Tyler Tooley with terms to expire March 1, 2025.

Confirmed

Confirm the following appointment to the Public Building Corporation: Paul Monroe with term to expire September 1, 2027.

Confirmed

Confirm the following appointments to the Springfield – Greene County Environmental Advisory Board: Carol Hutcheson and Laura McCaskill with terms to expire October 1, 2024.

END OF CONSENT AGENDA.

Motion to Adjourn

Mayor Pro Tem Simpson moved to adjourn. Councilwoman Hardinger seconded the motion, and it was approved by the following vote. Ayes: Ollis, Lear, Hardinger, Schilling, Simpson, McGull and McClure. Nays: Hosmer. Absent: None. Abstain: None. Vacant Seat: Zone 1.


Anita J. Cotter, CMC/MRCC
City Clerk

Prepared by
Michelle Brown

April 12, 2022
Springfield, Missouri

The City Council met in special session April 12, 2022, in the Councilman Denny Wayne Conference Room on the 4th Floor of the Busch Municipal Building at 11:30 a.m. The meeting was called to order by Mayor Ken McClure.

Roll Call

Present: Mike Schilling, Richard Ollis, Abe McGull, Matt Simpson, Heather Hardinger, Andy Lear, Craig Hosmer, and Ken McClure. Absent: None. Vacant Seat: Zone 1.

**Comments by
Candidates**

Mayor McClure announced the purpose of this meeting was to hear the presentations from candidates who had applied to fill the vacant Zone 1 Council seat. The following candidates spoke to City Council regarding their experience, their qualifications for filling this position, and why they had a desire to serve in this position:

Stephen Sexton
Monica Horton
Kathy S. Hubbard
Karen Banta

Following their presentations each candidate was asked the following four questions:

1. What do you see as your role as a new member of City Council, and how can you assist in contributing to a unified vision for Council as we move forward?
2. City Council will soon be considering the final Forward SGF report, the City's Comprehensive Plan. One of the main topics is housing. Deteriorating, as well as adequate, housing stock is a significant issue for Zone 1. What strategies do you believe would best help address this?
3. Springfield is facing several opportunities and challenges. Job growth, worker shortage, low wages, public safety, economic vitality, and quality of place are just a few examples. What are your thoughts on City Council's role and responsibilities in addressing these issues?
4. What is your overall vision for Zone 1?

Closed Session

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

Councilwoman Hardinger seconded the motion, and it was approved by the following vote: Ayes: Schilling, Hosmer, Ollis, Lear, Simpson, McGull, Hardinger, and McClure. Nays: None. Abstain: None. Vacant Seat: Zone 1.

**Selection of Zone 4
Councilmember**

Following the closed session, City Council reconvened in open session. They were presented with ballots and asked to vote for the candidate they felt should be appointed to the Zone 1 Council Seat. Mayor McClure noted five votes for a single candidate is necessary for appointment.

The ballots were collected and tallied by Anita Cotter, City Clerk, and provided to Mayor McClure. Mayor McClure noted Monica Horton received 7 votes and Stephen Sexton received 1 vote. He stated based on the ballots, Monica Horton was selected for appointment to serve as the Zone 1 Councilmember. Ms. Cotter noted she would contact all the applicants with the results of the voting.

With no further business to come before City Council, the meeting adjourned at approximately 1:45 p.m.

Prepared by
Julie Greer

Anita J. Cotter, CMC/MRCC
City Clerk

April 5, 2022
Springfield, Missouri

The City Council met in special session April 5, 2022, in the Councilman Denny Whayne Conference Room (Busch Building, 4th Floor). The meeting was called to order by Mayor Ken McClure.

Roll Call

Present. Craig Hosmer, Richard Ollis, Andrew Lear, Heather Hardinger, Abe McGull, Mike Schilling, Matthew Simpson, and Ken McClure. Absent: None. Vacant Seat: Zone 1.

Closed Session

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

Mayor Pro Tem Simpson seconded the motion, and it was approved by the following vote:
Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure. Nays: None.
Absent: None. Abstain: None. Vacant Seat: Zone 1.

Prepared by
Julie Greer

Anita J. Cotter, CMC/MRCC
City Clerk

One-rdg. _____
P. Hrngs. X
Pgs. 27
Filed: 03-29-22

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-077

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 10.23 acres of property generally located at 1616 East Bradford
4 Parkway and 3811 and 3813 South Weller Avenue from Planned
5 Development No. 117, 5th Amendment, and Planned Development
6 No. 363 to Planned Development No. 379; and adopting an
7 updated Official Zoning Map. (Planning and Zoning Commission
8 and Staff recommend approval.)
9 _____

10
11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located at 1616 East Bradford Parkway and 3811 and 3813 South Weller
13 Avenue, and more fully described in "Exhibit A," from Planned Development No. 117, 5th
14 Amendment, and Planned Development No. 363 to Planned Development No. 379; and
15

16 WHEREAS, following proper notice, a public hearing was held before the
17 Planning and Zoning Commission on March 10, 2022, a copy of the Record of
18 Proceedings from said public hearing being attached hereto and incorporated herein by
19 this reference as "Exhibit B," and said Commission made its recommendation; and
20

21 WHEREAS, the City has reviewed the applicant's request and prepared a staff
22 report concerning the application; and
23

24 WHEREAS, proper notice was given of a public hearing before City Council and
25 said hearing was held in accordance with law.
26

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

30 Section 1 – The property described in "Exhibit A," which is attached hereto and
31 incorporated herein by this reference, is hereby rezoned from Planned Development
32 No. 117, 5th Amendment, and Planned Development No. 363 to Planned Development
33 No. 379. Springfield Land Development Code, Section 36-306, 'Official zoning map and

rules for interpretation,' is hereby amended, changed, and modified consistent with this Ordinance.

Section 2 – The property described in “Exhibit A” of this Ordinance shall be subject to the requirements and standards included in “Exhibit C – Exhibit 1,” with said “Exhibit C” being attached hereto and incorporated herein in its entirety by this reference; and these requirements and standards shall govern and control the use and development of the land in Planned Development No. 379.

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

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 –077

FILED: 03-29-22

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 10.23 acres of property generally located at 1616 East Bradford Parkway and 3811 & 3813 South Weller Avenue from Planned Development No. 117, 5th Amendment and Planned Development No. 363 to Planned Development No. 379. (Planning and Zoning Commission and Staff recommend approval).

BACKGROUND INFORMATION:

PLANNED DEVELOPMENT DISTRICT NO. 379

The applicant is proposing to rezone the properties from Planned Development No. 117 5th Amendment and Planned Development No. 363 to Planned Development No. 379. The applicant has proposed the new Planned Development with the intent of developing an additional mixed-use development with multi-family residential and office/personal service uses. The subject properties are currently two lots, and both have a different zoning. The subject properties will be combined into one lot. The North property is zoned PD 117, 5th amendment and allows, among other uses, multi-family residential with densities up to twenty (20) dwelling units per acre. The southern property also allows multi-family residential uses at a lesser density of 17 dwelling unit per acre. Both districts allow for mixed uses. This request is to have a maximum of twenty (20) dwelling units per acre and a maximum of 20,000 square feet for first-floor commercial uses. The permitted commercial uses will be limited to general office, medical office, retail sales and personal service uses. The applicant is proposing a new 5 story mixed-use building with commercial on part of the first floor and residential above and behind at the corner of Weller Avenue and Bradford Parkway. There will be 4 full stories and a fifth partial story.

The existing Planned Development 363 & PD 117, 5th amendment allows many of the same uses as the proposed PD. PD 363, which is the southern and western portion of the subject property, allows the same uses, but a lesser density of 15 dwelling units per acre. PD 117, 5th amendment, which is the northern portion of the property, allows both office, retail/commercial uses and multi-family residential at the same density as proposed. The proposed PD in effect takes provisions of the existing zoning and applies it to both properties involved in the rezoning area and allows for the mixed-use development. The proposed PD allows multi-family residential at a higher density with a maximum of 20 dwelling units per acre. Commercial uses will be located on the first floor of the development and will allow the use groups of general office, medical office, personal services and retail sales.

REMARKS:

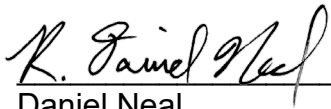
The Planning and Zoning Commission held a public hearing on March 10, 2022, and recommended to approve the proposed Planned Development No. 379, by a vote of 7 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The request is consistent with the *Growth Management and Land Use Plan* of the *Comprehensive Plan* which identifies this property as an appropriate area for High Intensity Retail, Office or Housing. The requested Planned Development No. 379 is consistent with the *Plan's* recommendation to generally increase the compactness of urban development and housing may be combined in the same building or closely integrated on the same site with retail or office space. Further, the *Plan* promotes the development of well-designed moderate-density housing adjacent to amenities such as shopping, recreational or cultural facilities and employment centers.
2. The request is consistent with the recommendations of the Revised Multi-Family Development Location and Design Guidelines which will limit the development to 20 dwelling units per acre and requires specific design guidelines.
3. Approval of this application will facilitate redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.

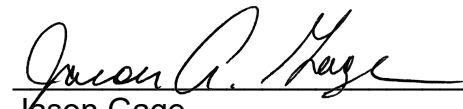
Submitted by:


Daniel Neal
Senior Planner

Recommended by:


Brendan Griesemer, AICP
Assistant Director

Approved by:


Jason Gage,
City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Record of Proceedings

Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Neighborhood Meeting Summary and Comments

PLANNED DEVELOPMENT 379 EXHIBITS:

Exhibit 1, Planned Development Ordinance Text

Exhibit 2, Preliminary Development Site Plan

EXHIBIT A

**LEGAL DESCRIPTION
PLANNED DEVELOPMENT 379**

A TRACT OF LAND AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE LYING IN LOT 1 OF PRIMROSE THIRD ADDITION, PLAT BOOK ZZ, PAGE 89 AND ALSO IN DESCRIBED IN BOOK 2019, PAGE 001211-19 AND LOT 1 OF PRIMROSE CENTER SECOND ADDITION, PLAT BOOK VV, PAGE 27 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF PRIMROSE THIRD ADDITION, PLAT BOOK ZZ, PAGE 89; THENCE ALONG THE SOUTH LINE OF LOT 1, NORTH 88°06'18" WEST, 364.96 FEET TO THE SOUTHWEST CORNER OF LOT 1; THENCE ALONG THE NORTH LINE OF THOMPSON PLAZA II, PLAT BOOK AAA, PAGE 213, AND CONTINUING NORTH 88°06'18" WEST, 1157.62 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY OF FREMONT AVENUE; THENCE LEAVING SAID NORTH LINE AND ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING COURSES, NORTH 00°18'51" EAST, 41.52 FEET; THENCE NORTH 10°48'30" WEST, 73.65 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY, NORTH 83°56'57" EAST, 255.05 FEET; THENCE NORTH 74°50'25" EAST, 16.76 FEET; THENCE NORTH 77°36'28" EAST, 174.46 FEET; THENCE NORTH 77°25'15" EAST, 121.41 FEET; THENCE NORTH 89°30'19" EAST, 88.07 FEET; THENCE NORTH 70°23'35" EAST, 49.45 FEET; THENCE NORTH 71°00'17" EAST, 69.93 FEET; THENCE NORTH 80°53'45" EAST, 62.48 FEET; THENCE NORTH 81°38'10" EAST, 134.52 FEET; THENCE NORTH 88°57'08" EAST, 219.77 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF PRIMROSE CENTER SECOND ADDITION; THENCE ALONG THE WEST LINE OF SAID LOT 1, NORTH 00°37'56" EAST, 174.25 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY OF BRADFORD PARKWAY; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 89°22'04" EAST, 335.00 FEET; THENCE 47.12 FEET ALONG A 30.00 FOOT CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 44°22'03" EAST FOR 42.43 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY OF WELLER AVENUE; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 00°37'58" WEST, 473.17 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE EAST HALF OF SECTION 7, TOWNSHIP 28 NORTH, RANGE 21 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. CONTAINING 10.23 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.

EXHIBIT B

**RECORD OF PROCEEDINGS
Planning and Zoning Commission – March 10, 2022**

Planned Development 379

1616 East Bradford Parkway and 3811 & 3813 South Weller Avenue

Applicant: EWR Springfield Cambium, LLC and EWR Springfield Cambium II, LLC

Mr. Hosmer states that this is a request to rezone approximately 10.23 acres generally located at 1616 E. Bradford Parkway and 3811 & 3813 South Weller Avenue from Planned Development No. 117 5th Amendment and Planned Development No. 363 to Planned Development No. 379. The Comprehensive Plan designates this property as appropriate for high Intensity Retail, Office or Housing. The request is consistent with the recommendations of the Revised Multi-Family Development Location and Design Guidelines which will limits the development to 20 du/ac. The Transportation Plan classifies Weller and Bradford as Local Commercial roadways, and a Traffic Impact Study was not required. The property is located in a FEMA designated floodplain, and a stream buffer area with no sinkholes and stormwater detention will be required. The proposed changes from the current PD 117 5th Am and PD 363 are:

- The existing PDs allow for many of the same uses but a lesser density of 15 dwelling units per acre. PD 117, 5th Am, allows both office, retail/commercial uses and multi-family residential at the same density as being proposed 20 du/ac.
- The proposed PD will allow multi-family residential at a higher density with a maximum of 20 dwelling units per acre.
- Commercial uses will be located on the first floor of the development and will allow general office, medical office, personal services and retail sales use groups.

Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Hill, 3811 S. Weller Avenue representing the owner and noted that the staff report is concise and to bring this under the same zoning.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to recommend **approval** for Planned Development 379 (1616 East Bradford Parkway and 3811 & 3813 South Weller Avenue). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Knuckles, Colony, Bruce, Jobe, and Lebeck. Nays: None. Abstain: None. Absent: Broekhoven.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report



PLANNING AND ZONING COMMISSION PUBLIC HEARING:

MARCH 10, 2022

CITY COUNCIL PUBLIC HEARING:

APRIL 4, 2022

**CASE NUMBER:**

Planned Development No. 379

LOCATION:

1616 E. Bradford Pkwy and 3811 & 3813 South Weller Avenue

ACRES:

10.23 acres

EXISTING LAND USE:

Undeveloped land, regional detention and multi-family residential development

APPLICANT:

EWR Springfield Cambium, LLC & EWR Springfield Cambium II, LLC

STAFF: Daniel Neal, 864-1036**STAFF RECOMMENDATIONS:**

Approve

PROPOSED MOTION:

Move to approve rezoning the subject property to Planned Development No. 379

SUMMARY OF REQUEST:

Request to rezone approximately 10.23 acres generally located at 1616 E. Bradford Parkway and 3811 & 3813 South Weller Avenue from Planned Development No. 117 5th Amendment and Planned Development No. 363 to Planned Development No. 379.

FINDINGS FOR STAFF RECOMMENDATION:

1. The request is consistent with the *Growth Management and Land Use Plan* of the *Comprehensive Plan* which identifies this property as an appropriate area for High Intensity Retail, Office or Housing. The requested Planned Development No. 379 is consistent with the *Plan's* recommendation to generally increase the compactness of urban development and housing may be combined in the same building or closely integrated on the same site with retail or office space. Further, the *Plan* promotes the development of well-designed moderate-density housing adjacent to amenities such as shopping, recreational or cultural facilities and employment centers.
2. The request is consistent with the recommendations of the Revised Multi-Family Development Location and Design Guidelines which will limit the development to 20 dwelling units per acre and requires specific design guidelines.
3. Approval of this application will facilitate redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.

Development Review Staff Report

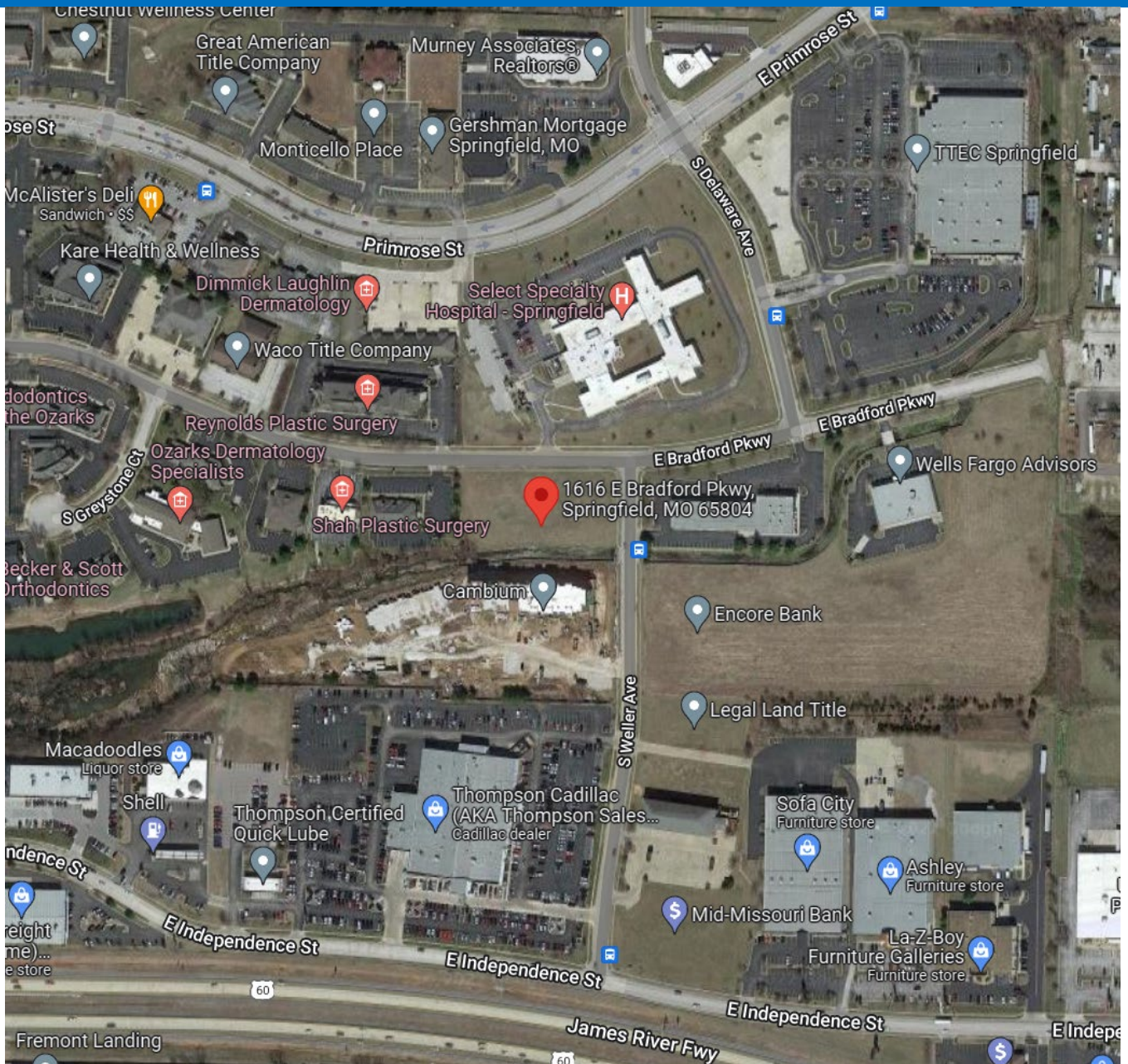


SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	PD 117 amd. 4 & 5	PD 117 amd. 4 & 5	PD 117 amd. 5	PD 117 amd. 5
LAND USE	Office and medical uses	Automotive sales, commercial uses	Multi-family residential uses	Medical office uses

Development Review Staff Report

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

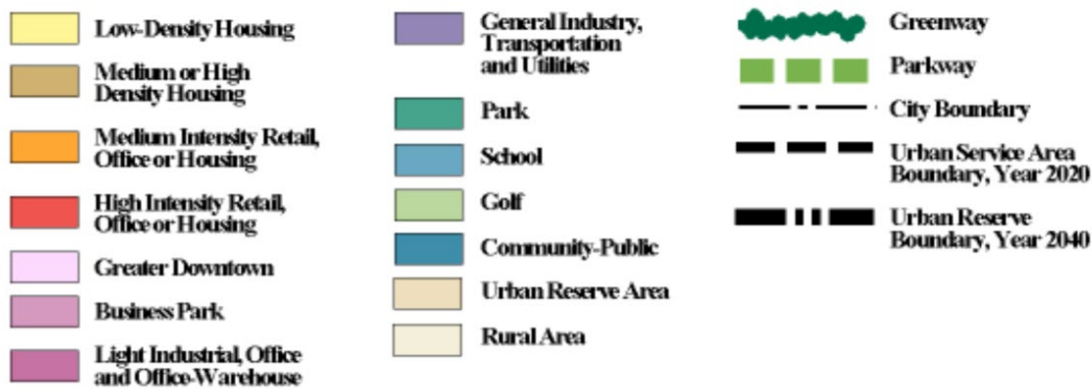
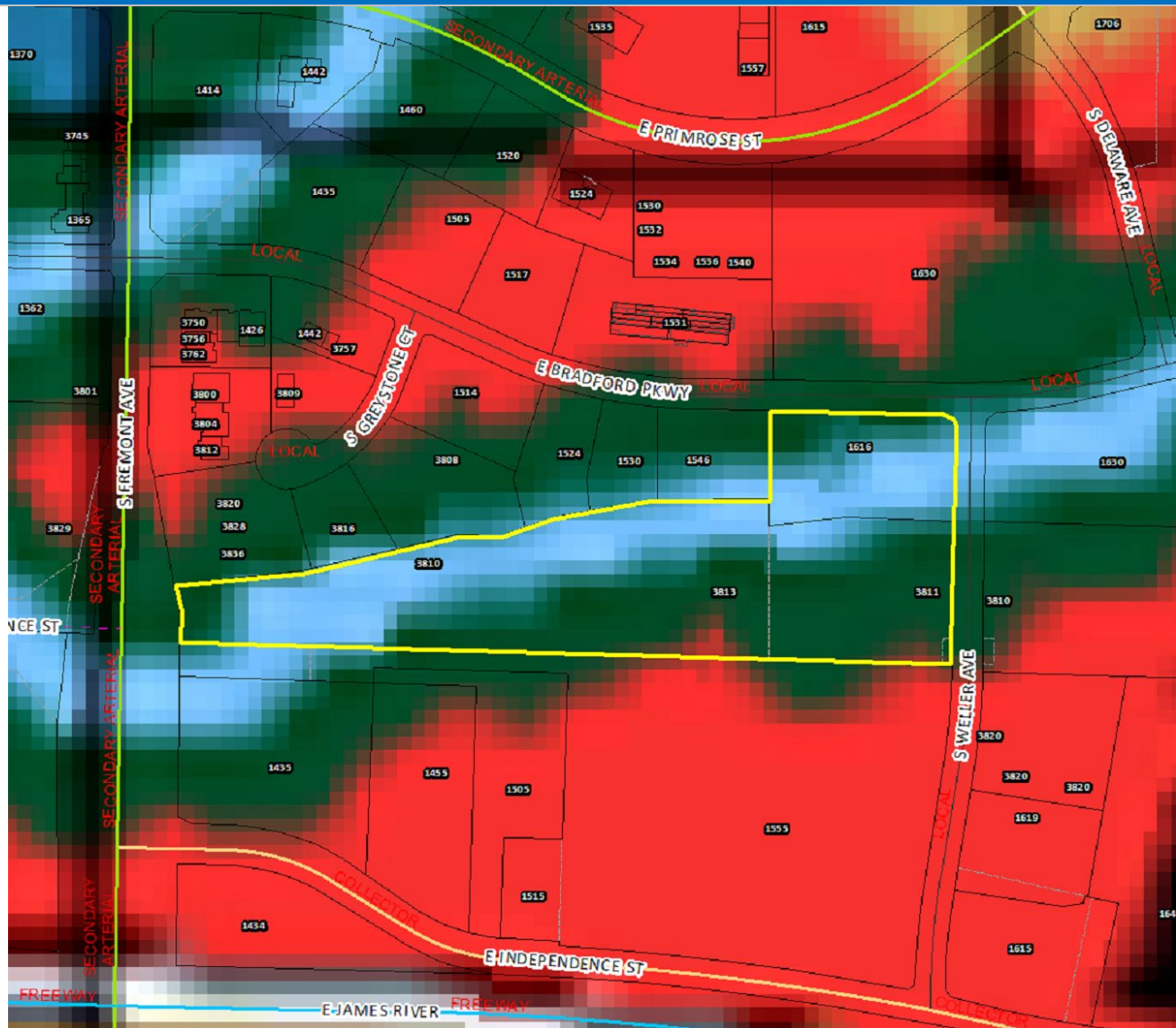


GOOGLE MAPS STREET VIEW:



Development Review Staff Report CITY OF Springfield

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

This property was originally zoned from R-1 to Planned Development 117 in 1992. Since the citywide rezoning in 1995, the property at 3811 & 3813 S. Weller Avenue has been amended three times. It was amended to Planned Development No. 117, 2nd Amendment in 1997, Planned Development No. 117, 6th Amendment in 2001 and the latest amendment occurred in 2018 when it was amended to Planned Development 363. The property at 1616 E. Bradford Parkway was amended to Planned Development 117, 5th Amendment in 1996.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR PD 379
Use Limitations	Same as existing.
Maximum Structure Height	Five stories
Front Yard Setback	None
Side and Rear Setbacks	None, use limitations, design requirements and bufferyards will dictate
Open Space Requirement	20% (same as existing)
Design Requirements	See Exhibit 1 for details
BULK PLANE	LANDSCAPING
None, the surrounding properties allow office and commercial uses	As indicated on Site plan.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for High Intensity Retail, Office or Housing. This mixed category indicates that a variety of office, commercial and/or mid- or high-density housing may be appropriate at major intersections or along certain roadway corridors.

The *Plan* also promotes a policy of generally increasing the compactness of urban development and housing may be combined in the same building or closely integrated on the same site with retail or office space. Further, the *Plan* promotes the development of well-designed moderate-density housing adjacent to amenities such as shopping, recreational or cultural facilities and employment centers.

STAFF COMMENTS:

1. The applicant is proposing to rezone the properties from Planned Development No. 117 5th Amendment and Planned Development No. 363 to Planned Development No. 379. The applicant has proposed the new Planned Development with the intent of developing an additional mixed-use development with multi-family residential and office/personal service uses. The subject properties are currently two lots, and both have a different zoning. The subject properties will be combined into one lot. The North property is zoned PD 117, 5th amendment and allows, among other uses, multi-family residential with densities up to twenty (20) dwelling units per acre. The southern property also allows multi-family residential uses at a lesser density of 17 dwelling unit per acre. Both districts allow for mixed uses. This request is to have a maximum of twenty (20) dwelling units per acre and a maximum of 20,000 square feet for first-floor commercial uses. The permitted commercial uses will be limited to general office, medical office, retail sales and personal service uses. The applicant is proposing a new 5 story mixed-use building with commercial on part of the first floor and residential above and behind at the corner of Weller Avenue and Bradford Parkway. There will be 4 full stories and a fifth partial story.

2. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for High Intensity Retail, Office or Housing. This mixed category indicates that a variety of office, commercial and/or mid-or high-density housing may be appropriate at major intersections or along certain roadway corridors. The *Plan* also promotes policy of generally increasing the compactness of urban development and housing may be combined in the same building or closely integrated on the same site with retail or office space. Further, the *Plan* promotes the development of well-designed moderate-density housing adjacent to amenities such as shopping, recreational or cultural facilities and employment centers. The proximity of the proposed development to the Battlefield-Glenstone-James River Freeway will place residents in an area that has many amenities such as shopping, and employment centers. Staff believes that the proposed PD 379 is appropriate for this area.
3. The applicant is requesting a maximum residential density of 20 dwelling units per acre. This density has been determined to be appropriate for this area based on an assessment completed under the Revised Multi-Family Development Location and Design Guidelines. That assessment resulted in a density of 17 dwelling units per acre. The developer is proposing a multi-family development with a density of 20 dwelling units per acre and allow the additional density under the Opportunity and Constraints section. Staff can support an increase in density based on the *Comprehensive Plan* identifying this area appropriate from High-Intensity Retail, Office, or Housing. Further analysis of the proposed development under the Revised Multi-Family Development Location and Design Guidelines is attached (Attachment 2). The development must be in substantial conformance to the attached site plan (Exhibit 2).
4. The existing Planned Development 363 & PD 117, 5th amendment allows many of the same uses as the proposed PD. PD 363, which is the southern and western portion of the subject property, allows the same uses, but a lesser density of 15 dwelling units per acre. PD 117, 5th amendment, which is the northern portion of the property, allows both office, retail/commercial uses and multi-family residential at the same density as proposed. The proposed PD in effect takes provisions of the existing zoning and applies it to both properties involved in the rezoning area and allows for the mixed-use development. The proposed PD allows multi-family residential at a higher density with a maximum of 20 dwelling units per acre. Commercial uses will be located on the first floor of the development and will allow the use groups of general office, medical office, personal services and retail sales.
5. Approval of this application will facilitate redevelopment 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:

The applicant held a neighborhood meeting on February 17, 2022. A summary of the meeting and sign-in sheet is attached (Attachment 3).

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: Mailed: 19 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS PLANNED DEVELOPMENT 379

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues.

FIRE DEPARTMENT:

No issues. Fire lane on the north side shall be within 15 to 30 feet of the building.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

The City's Transportation Plan classifies both S. Weller Avenue and E. Bradford Parkway as Local - Commercial roadways. The standard right-of-way width for both S. Weller Avenue and E. Bradford Parkway is 60-feet from the centerline. It appears no additional right-of-way is needed along either of these roadways. 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. Both S. Weller Avenue and E. Bradford Parkway are both city- maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts on either S. Weller Avenue or E. Bradford Parkway. On-street parking is not allowed along S. Weller Avenue or E. Bradford Parkway.

DRIVEWAY ACCESS

There is currently no driveway access points onto the property from S. Weller Avenue or E. Bradford Parkway. Access will be allowed based on existing City of Springfield access standards for Local roadways.

SIDEWALK

Sidewalk already exists along the property frontage of S. Weller Avenue and E. Bradford Parkway. The existing infrastructure meets current City Standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There is one bus stop along northbound lane of S. Weller Avenue. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

None required. A Traffic Impact Study was not required.

SITE PLAN

Detailed site-specific comments.

Development Review Staff Report



TRAFFIC - TABLE 1: PLANNED DEVELOPMENT/CONDITIONAL USE PERMIT DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	S. Weller Avenue	Local-Commercial	No	30	30
Street 2	E. Bradford Parkway	Local-Commercial	No	30	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		0	0	0	
*Proposed Trips Generated		32	40	432	
Additional Trips Generated		32	40	432	

*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** 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 not be allowed and detention is required**. The property **does have a stream buffer on site**.

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

1. For any increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3 of the City's Flood Control and Water Quality Protection Manual. This site primarily drains to the West. A fee in lieu of constructing onsite stormwater detention will not be permitted.
2. Water quality will be required per Chapter 10 Sec. 2.0 if greater than one acre of land is disturbed. Water quality is also required for less than one acre of disturbance if part of a larger common plan.
3. As-builts of the detention and water quality improvements are required.
4. Operation and maintenance agreements are required for any permanent stormwater control measures. O&M will need to be approved during the ProjectDox process and will be reviewed by ES-Water Quality per Chapter 12 Sec. 3.0. More details at the following link: <https://www.springfieldmo.gov/2120/Resources>.
5. The stream through the center portion of the property has been previously converted to an engineered channel and therefore stream buffer requirements do not apply.
6. The FEMA Floodplain 2010 1% Chance Hazard area is located on the western edge of the property inside of the drainage easement.
7. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the City's *Flood Control and Water Quality Protection Manual*.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 MULTI-FAMILY DEVELOPMENT LOCATION AND DESIGN GUIDELINE ASSESSMENT PLANNED DEVELOPMENT 379

The applicant is requesting approval of multi-family apartments on 10.23 acres of property. According to the Multi-Family Location and Design Assessment Matrix, the proposed development has attained 10 points, which would allow up to 17 dwelling units per acre. The applicant has requested a density of 20 dwelling units per acre. The additional 3 dwelling unit per acre was determined to be allowed under the Opportunity and Constraints sections. Below is an analysis of the five categories used to calculate the Matrix score.

A. Land Use Accessibility (2/3 points)

One point was given for land use accessibility. There is a high employment concentration and medical/dental uses within a ¼ mile and a neighbor retail mixture within a ½ mile.

B. Connectivity Analysis (1/5 points)

One out of a maximum of five points were given for connectivity. The proposed development received scores for its proximity to transit routes.

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 do have a cutoff shall not exceed a maximum of 30 feet in height. All lighting shall be glare-free and shielded from the sky and adjacent residential properties and structures, either through external shields or through optics within the fixture. A site lighting and photometric plan shall be submitted conforming to these requirements for building permits.
2. Building Scale and Articulation - Street facing walls that are greater than 50 feet in length shall be articulated at least each 25 feet with bays, projections or recesses. Articulation means a difference in the vertical plane of the building at least 18 inches or more. This project shall be in compliance with the attached site plan and elevations.
3. Building Orientation and Interior Landscaping – All building orientations will address Weller Avenue to receive design points for this element. 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

Development Review Staff Report



subdivided and proportioned using at least one or more of the following features: windows, entrances, arcades, arbors, awning (over windows or doors), distributed along the façade at least once every 25 feet. This project shall be in conformance with the attached site plan and elevations

5. Internal Connectivity – Internal sidewalks shall connect internally and to the public sidewalk system.
6. Useable Recreational Area/Facility – A minimum of 20% usable open space is required.
7. Amenities – The development will have a resident clubhouse and swimming pool.
8. Preservation of Trees –All existing trees of 6” caliper or greater shall be preserved or replaced with 2-inch caliper trees in accordance with the attached site plan and the city ordinance.

D. Opportunities and Constraints

The opportunities and constraints listed in this document must be considered in evaluating a site for higher residential density.

1. How much higher density exists or is planned or approved for the area?

If the Vision 20/20 Comprehensive Plan or other adopted plans or studies recommend a lower or higher density than that determined by the matrix calculation, staff may consider recommendation of a density more consistent with approved plans.

The *Growth Management and Land Use Plan* recommended higher intensity at this location. The *Plan* recommended High Intensity Retail, Office or Housing. Staff supports the requested additional one dwelling unit/acre in this Planned Development for apartments and commercial uses which would complement the area that has higher intensity retail sales and offices uses.

DENSITY: The assessment criteria resulted in a total of a maximum density of 17 dwelling units per acre. The applicant has requested a total density of 20 dwelling units per acre which the additional density awarded under the Opportunity and Constraints section.

Attachment 3

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

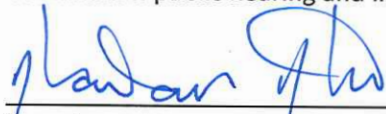
1. Request change to zoning from: PD 117 and PD 363 to PD 379
(existing zoning) (proposed zoning)
2. Meeting Date & Time: February 17, 2022 4:00 pm to 6:30 pm
3. Meeting Location: 3811 S Weller Ave., STE A-101, Springfield, MO 65804
4. Number of invitations that were sent: 78
5. How the mailing list was generated: City Planning Staff
6. Number of neighbors in attendance (attach a sign-in sheet): 0
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

No one in attendance thus no verbal comments received.

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

No one in attendance thus no written comments received.

I, HARLAN HILL (print name), attest that the neighborhood meeting was held on 2/17/2022 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."



Signature of person completing affidavit

HARLAN HILL

Printed name of person completing affidavit

CAMBIUM II

NEIGHBORHOOD MEETING
2/17/2022

SIGN-IN SHEET

NO
ATTENDEES

Radwan Abu

2/17/2022

6:35 PM

Development Review Staff Report



EXHIBIT 1 Requirements and Standards Applicable To Planned Development District No. 379

A. APPLICATION:

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

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

B. INTENT:

Mixed use development with multi-family residential, office, personal service and retail uses.

C. DEFINITIONS:

The definitions contained in the Zoning Ordinance shall apply to this ordinance.

D. USES PERMITTED:

1. Residential uses:
 - a. Multifamily dwellings;
 - b. Clubhouses associated with any permitted use;
 - c. Noncommercial, not-for-profit residential neighborhood facilities, including indoor and outdoor recreational facilities, community centers, offices of property owners associations and maintenance facilities operated by a neighborhood or community organization or a property owners association in accordance with the provisions of section 36-467, noncommercial not-for-profit neighborhood facilities.
2. Non-Residential uses:
 - a. General office use group, excluding banks and financial institutions with automatic teller machines and drive-thru facilities;
 - b. Medical office use group;
 - c. Personal service use group;
 - d. Retail sales use group.
3. Other uses:
 - a. Accessory uses, as permitted by section 36-450, accessory structures and uses;
 - b. Temporary uses, as permitted by section 36-452, temporary uses.
 - c. Tier I and II wireless facilities in accordance with section 36-466, telecommunication towers.

E. USE LIMITATIONS:

1. Location of Non-Residential Uses. All non-residential uses shall be located on the first floor of a building. The non-residential uses shall not exceed 20,000 square feet of floor area in aggregate of all structures.
2. Noise Standards. All uses shall operate in accordance with the noise standards contained in Section 36-485 of the Springfield Zoning Ordinance.
3. Nuisance. No use shall emit an odor that creates a nuisance as determined by Springfield City Code.

F. INTENSITY OF DEVELOPMENT:

Development shall adhere to the following standards.

1. Residential Density: The maximum residential gross density shall not exceed twenty (20) units per acre.
2. All of the subject properties shall be combined into one lot per Exhibit 2.

G. BULK, AREA AND HEIGHT REQUIREMENTS:

Development shall adhere to the following standards.

1. Maximum structure height: Five (5) stories.

H. DESIGN STANDARDS:

The design requirements shall adhere to the following standards:

Design to Encourage Pedestrian Activity

1. Provide pedestrian amenities such as pedestrian scale lighting and non right-of- way street furniture to enhance the pedestrian environment. Lighting sources or luminaries that do not have a cutoff and are used in parking lots and pedestrian ways shall not exceed a maximum of 15 feet in height. Lighting sources or luminaries that do have a cutoff shall not exceed a maximum 30 feet in height. Parking lot lighting and pedestrian lighting should be appropriate to create adequate visibility at night and evenly distributed to increase security. Street furniture may include but is not limited to benches; shelters; and decorative trash bins. There shall be one (1) street/park bench provided within each multi-family development, thereafter, one (1) park/street bench for every 50 dwelling units.
2. The project will blend the building scale and set back with existing developments that are consistent with these guidelines. Street facing walls that are greater than 50 feet in length must be articulated at least each 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. Buildings adjacent to the street will be situated on the site to provide pedestrian access to the street. Additional interior lot buildings may be oriented toward parking lots or public/common open space. Buildings adjacent to the street shall not have parking lots located between the building and the street. Corner lots may have parking on one street face. Interior areas of parking and vehicular use areas shall contain planting islands every 20 contiguous parking spaces whether double staked or linear. The size of the planting island shall be the equivalent area of one parking space. This shall be used toward satisfying the 5% interior landscaping requirements.
4. Avoid blank walls along pedestrian circulation areas. 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 (over windows or doors), distributed along the façade at least once every 25 feet.

Provide a Good Circulation System

1. Provide connectivity by including direct vehicular or access easements, pedestrian and bicycle connections between abutting or adjacent developments, including retail centers and bus stops, wherever possible.
2. Buildings shall connect building entrances to one another and to sidewalks on adjacent public and/or private streets via a minimum four (4) foot wide sidewalk separated from vehicular traffic by a four-foot-wide planting strip (the 4 foot planting strip does not apply to parking lots where the sidewalk is intended to provide access to the parking lot). Public sidewalks may be considered part of the walkway system if they provide convenient movement between structures. Fences, landscaping and other site improvements shall be

Development Review Staff Report



located so as not to impede safe and convenient pedestrian circulation. On-site sidewalks shall be designed to connect to off-site sidewalks on adjoining properties and public and/or private streets. Sidewalks shall connect parking areas or parking structures that serve the principal multi-family building; community amenities, such as swimming pools, community centers, other recreational facilities, or common open space.

3. Provide shared driveways, cross access driveways and/or other forms of connectivity and secondary access to existing or future adjacent developments.

Respect the Natural Environment

1. The development shall include at least 15% of the total site or premise as a usable recreational area and/or facility. Usable recreational area/facility is defined as an open recreational area or recreational facility which are designed and intended to be used for outdoor living and/or recreation, and/or amenity. Usable open recreational areas shall not include land occupied by buildings, structures, streets, sidewalks, driveways, or parking areas but may include outdoor recreational facilities such as walkways used solely for recreational purposes/connections, swimming pools, sports courts, clubhouse, community center, exercise room or other amenities as defined in these guidelines. The 15% usable recreational area or facility does not reduce the required 20% open space. All common open recreational areas on the site, including recreational facilities, shall be readily accessible to all occupants and should, wherever possible, be physically connected to other common open space areas on and off the site. Generally, usable open recreational areas should have a minimum dimension of thirty (30) feet in any direction and minimum area of nine hundred (900) square feet; however, it is recognized that open recreational areas can be of a smaller minimum dimension or area provided it meets the definition.
2. Incorporate three (3) functional amenities. There must be at least two (2) different amenities used for Multi-family development sites with more than 100 units. Allowable recreational amenities:
 - a. Swimming pool;
 - b. Golf course;
 - c. Resident clubhouse.
 - d. One tot lot with a minimum size of nine hundred square feet (900') per tot lot area;
 - e. Basketball, volleyball, tennis court, handball court or other sports court.
 - f. One (1) picnic area, with a minimum size of nine-hundred square feet (900') per area, and including a minimum of one (1) picnic table and one (1) barbeque grill/pits per picnic area;
 - g. Community center (meeting room, assembly hall, etc.);
 - h. Exercise room and/or recreation building
3. A tree six inches or greater in diameter measured 4 1/2 feet above ground must be preserved or replaced with a tree of at least two inches (2) in diameter—for a maximum total of 7 trees per acre. Trees meeting the landscape requirements in the zoning ordinance may be counted toward this requirement. If this is not possible then the total diameter of trees at the time they are lost shall be replaced with an equal diameter amount of trees with no less than 2 in diameter throughout the project area.
1. Service and Loading Areas. Off-street loading shall be regulated in accordance with *Sections 36-456 and 36-483 of the Springfield Zoning Ordinance*. The following requirements are supplementary.
 - (1) All service and loading areas shall be located in the side or rear yard of buildings.

Development Review Staff Report



- (2) Service and loading areas shall be designed so that the entire service and loading operations are conducted on the building site. The visibility of service and loading from public streets shall be minimized.

I. OPEN SPACE, LANDSCAPING & SCREENING:

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

1. Open Space Requirements.
 - a. Minimum open space: Not less than twenty (20) percent of the total lot area shall be devoted to open space including required yards, and bufferyards.
 - b. Maximum impervious area: The combined area occupied by all main and accessory buildings or structures, parking areas, driveways and any other surfaces which reduce and prevent absorption of stormwater shall not exceed eighty (80) percent of the total lot area.
2. Bufferyards.
 - a. There shall be no required bufferyards.
3. Vehicular use area open space.
 - a. Perimeter. The requirements and standards of Section 36-482(9) of the Springfield Zoning Ordinance, in effect at the time of development shall apply.
 - b. Interior. The requirements and standards of Section 36-482(9) of the Springfield Zoning Ordinance, in effect at the time of development shall apply.
4. Open Space Landscaping. Except as otherwise set forth herein, provided the Development complies with the design requirements set forth in Section VII.B hereof, no additional open space landscaping shall be required.
5. Screening.
 - a. Screening types. An opaque barrier at least six (6) feet in height shall be provided which visually screens the potentially offensive feature from less-intensive uses or districts as follows:
 - (1) A solid wood and/or masonry fence or wall at least six (6) feet in height.
 - (2) A hedge-like screen or a random or informal screen of evergreen or approved deciduous plant material, capable of providing a substantially opaque barrier and attaining a minimum height of six (6) feet within three (3) years of planting.
 - (3) A landscaped earth berm with a maximum slope of three (3) to one (1), rising no less than six (6) feet above the existing grade of the lot line of the less-intensive use or district.
 - (4) Any combination of these methods that achieves a cumulative six-foot-high screen.
6. Screening Locations. Waste cans, dumpster units, or other forms of litter control and refuse disposal devices shall be placed within the District where they are least visible from a public street or adjoining properties. Screening of these devices, in the form of a sight-proof fence or wall, shall be provided.
7. Screening Standards. Screening shall not adversely affect surface water drainage.

J. EXTERIOR LIGHTING:

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

K. ACCESS TO PUBLIC THOROUGHFARES:

Development Review Staff Report

Access to the public street system shown on Exhibit 2 shall be governed by the existing standards of the City of Springfield for the applicable street classification.

L. OFF-STREET PARKING:

Sections 36-455, 36-456 and 36-483 of the Springfield Zoning Ordinance in effect at the time of development shall apply; provided that parking requirements shall be determined using the net usable floor area of the total area.

M. SIGNS:

The requirements and standards of Section 36-454 of the Springfield Zoning Ordinance, in effect at the time of development shall apply.

N. REQUIRED IMPROVEMENTS.

1. Public improvements to be completed. Public and private improvements necessary to adequately accommodate the intensity of development proposed in this District shall be constructed prior to or concurrently with the development of the property. If the development of the property is phased, the construction of the improvements may also be phased provided there is a logical relationship between each phase of the development and the construction of the required improvements.
2. Building Permits. Prior to building permits being issued to the applicant, the applicant shall consolidate the two lots comprising the District into one lot by filing an approved subdivision plat in accordance with the Subdivision Regulations.
3. Improvement Standards. All utilities and utility connections shall be located underground, including, but not limited to, electrical and telephone cables, security and other telecommunication systems and wires. Transformers, meters of any type (including electric, gas or other meters), or other apparatus shall be adequately screened and landscaped. All improvements shall be subject to utility provider approval.

O. MAINTENANCE OF COMMON AREAS AND FACILITIES.

The maintenance of common areas and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by any subsequent owners.

P. FINAL DEVELOPMENT PLAN

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

1. The intent of Exhibit 2 is to show development of this tract in conformance with the requirements of Exhibit 1. The site layout of buildings and parking may shift while still maintaining conformance with Exhibit 1. A final development plan shall only be approved if it is in substantial conformance with Exhibit 2 as defined by Subsection 36-405 of the Springfield Zoning Ordinance.
2. The Administrative Review Committee is hereby authorized to, acting jointly, approve the final development plan provided such plan substantially conforms to the provisions of this ordinance. The Administrative Review Committee is hereby authorized, at its discretion, to approve minor adjustments and modifications to the site plan. Such authority shall not, however, be construed to permit:
 - a. Any uses within the District other than those specifically prescribed by the ordinance.

- b. Any increase in the intensity of use permitted within the District.

EXHIBIT 2

PRELIMINARY DEVELOPEMENT PLAN

LEGAL DESCRIPTION

A TRACT OF LAND AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDERS' OFFICE LYING IN LOT 1 OF PRIMROSE THIRD ADDITION, PLAT BOOK ZZ, PAGE 89 AND ALSO IN DESCRIBED IN BOOK 2019, PAGE 001211-19 AND LOT 1 OF PRIMROSE CENTER SECOND ADDITION, PLAT BOOK VV, PAGE 27 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF PRIMROSE THIRD ADDITION, PLAT BOOK ZZ, PAGE 89; THENCE ALONG THE SOUTH LINE OF LOT 1, NORTH 88°08'18" WEST, 364.96 FEET TO THE SOUTHWEST CORNER OF LOT 1; THENCE ALONG THE NORTH LINE OF THOMPSON PLAZA II, PLAT BOOK AAA, PAGE 213, AND CONTINUING NORTH 88°08'18" WEST, 1157.62 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY OF FREMONT AVENUE; THENCE LEAVING SAID NORTH LINE AND ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING COURSES, NORTH 00°18'51" EAST, 41.52 FEET; THENCE NORTH 10°48'30" WEST, 73.85 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY, NORTH 83°56'57" EAST, 255.05 FEET; THENCE NORTH 74°50'25" EAST, 16.76 FEET; THENCE NORTH 77°38'28" EAST, 174.46 FEET; THENCE NORTH 77°25'15" EAST, 121.41 FEET; THENCE NORTH 88°30'19" EAST, 88.07 FEET; THENCE NORTH 70°23'35" EAST, 49.45 FEET; THENCE NORTH 71°00'17" EAST, 69.93 FEET; THENCE NORTH 80°53'45" EAST, 62.48 FEET; THENCE NORTH 81°38'10" EAST, 134.52 FEET; THENCE NORTH 88°57'08" EAST, 219.77 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF PRIMROSE CENTER SECOND ADDITION; THENCE ALONG THE WEST LINE OF SAID LOT 1, NORTH 00°37'56" EAST, 174.25 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY OF BRADFORD PARKWAY; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 89°22'04" EAST, 335.00 FEET; THENCE 47.12 FEET ALONG A 30.00 FOOT CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 44°22'03" EAST FOR 42.43 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY OF WELLER AVENUE; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 00°37'58" WEST, 473.17 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE EAST HALF OF SECTION 7, TOWNSHIP 28 NORTH, RANGE 21 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. CONTAINING 10.23 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.

EXISTING DEVELOPMENT

BUILDING A

UNIT MIX		REQUIRED PARKING	
MICRO STUDIO	11	11 X 1	11
STUDIO	12	12 X 1.5	18
ONE BEDROOM	34	34 X 1.5	51
TWO BEDROOM	14	14 X 2	28
TOTAL	71	SUB-TOTAL	108

BUILDING B

UNIT MIX		REQUIRED PARKING	
MICRO STUDIO	8	8 X 1	8
STUDIO	24	24 X 1.5	36
ONE BEDROOM	8	8 X 1.5	12
TWO BEDROOM	16	16 X 2	32
TOTAL	56	SUB-TOTAL	88

OFFICE INFILL

TENANT SUITE A-101	REQUIRED PARKING	
9,340 SQUARE FEET	9,340/350 sf	27
	REQUIRED PARKING TOTALS	
	SUB-TOTAL	223
	10% BICYCLE REDUCTION	-22
	TOTAL REQUIRED	201
	TOTAL PROVIDED	204

PROPOSED DEVELOPMENT

PROPOSED BUILDING

UNIT MIX		REQUIRED PARKING	
STUDIO	9	9 X 1	9
ONE BEDROOM	31	31 X 1.5	47
TWO BEDROOM	10	10 X 2	20
THREE BEDROOM	3	3 X 2	6
TOTAL	53	SUB-TOTAL	82

OFFICE INFILL

TENANT SUITE	REQUIRED PARKING	
5,510 SQUARE FEET	5,510/350 sf	16
	REQUIRED PARKING TOTALS	
	SUB-TOTAL	98
	10% BICYCLE REDUCTION	-9
	TOTAL REQUIRED	89
	TOTAL PROVIDED	93

SITE DATA

SITE AREA COMBINED: 10.23 ACRES 445,618.8 SF

DENSITY: 20 UNITS PER ACRE MAXIMUM
204 UNITS ALLOWED
180 UNITS PROVIDED

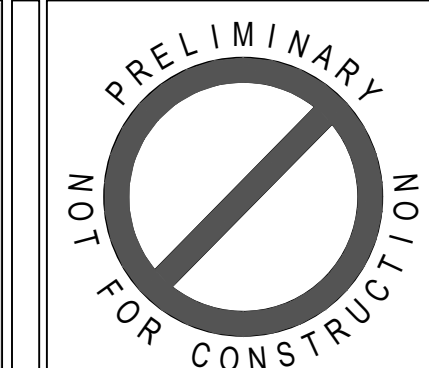
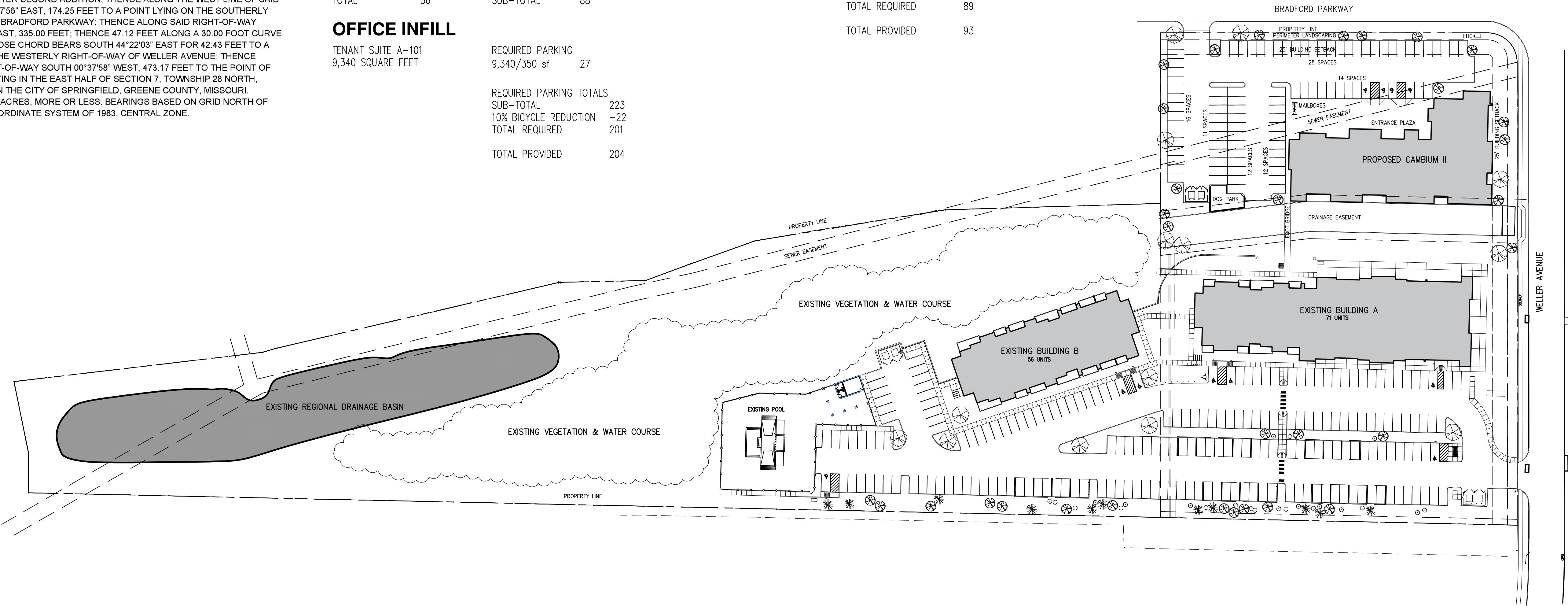
OPEN SPACE REQUIRED: 20%
PROVIDED: 153,464.4 / 445,618.8 = 0.34

IMPERVIOUS AREA 80% MAX
PROVIDED: 292,127 / 445,618.8 = 0.66

PROPOSED AND EXISTING USES
MULTIFAMILY DWELLINGS
GENERAL OFFICES
CLUBHOUSE -- EXISTING
ACCESSORY USES

BUILDING HEIGHT
MAX STRUCTURE HEIGHT
5 STORIES 70'-0"

BROWNFIELDS: N/A



Harlan H. Hill, Architect
MO# A-006582

DOCUMENTS BEARING THIS SEAL ARE
AUTHENTICATED
RESPONSIBILITY FOR ANY OTHER
DOCUMENTS NOT PREPARED AND ISSUED
BY THIS ARCHITECT ARE
DISCLAIMED

TEAM C CONSTRUCTION, LLC
MO CERT. #2021034823

3811 S WELLER AVENUE
SUITE A101
SPRINGFIELD, MO 65804
417-869-1118



STRUCTURAL ENGINEER:
COMPANY NAME
CERTIFICATE OF AUTHORITY
STREET ADDRESS
CITY, COUNTY, STATE
Phone:
Fax:

MECHANICAL ENGINEER:
COMPANY NAME
CERTIFICATE OF AUTHORITY
STREET ADDRESS
CITY, COUNTY, STATE
Phone:
Fax:

ELECTRICAL ENGINEER:
COMPANY NAME
CERTIFICATE OF AUTHORITY
STREET ADDRESS
CITY, COUNTY, STATE
Phone:
Fax:

Cambium II
EDGEWOOD REIT
3811 SOUTH WELLER AVE AND
1616 E BRADFORD PARKWAY
SPRINGFIELD, MISSOURI

SITE PLAN

Project No. XXXX-XXX
Date 1/31/22

Sheet Number
C1.1
OF: # SHEETS

PRELIMINARY SITE PLAN

SCALE: 1" = 60'-0"

One-rdg. _____
P. Hrngs. X
Pgs. 16
Filed: 03-29-22

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 078

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 1.04 acres of property generally located at 1310 East St. Louis
4 Street from R-HD, High-Density Multifamily Residential District, with
5 Conditional Overlay No. 123, to GR, General Retail District; and
6 adopting an updated Official Zoning Map. (Staff and Planning and
7 Zoning Commission both recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 1310 East St. Louis Street from R-HD, High-Density Multifamily
12 Residential District, with Conditional Overlay No. 123, to GR, General Retail District;
13 and
14

15 WHEREAS, following proper notice, a public hearing was held before the
16 Planning and Zoning Commission, a copy of the Record of Proceedings from said public
17 hearing being attached hereto and incorporated herein by this reference as "Exhibit B,"
18 and said Commission made its recommendation; and
19

20 WHEREAS, the City has reviewed the applicant's request and prepared a staff
21 report concerning the application which is attached hereto and incorporated herein by
22 this reference as "Exhibit C;" and
23

24 WHEREAS, proper notice was given of a public hearing before City Council, and
25 said hearing was held in accordance with the law.
26

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

30 Section 1 – The property described in "Exhibit A," which is attached hereto and
31 incorporated herein by this reference, is hereby rezoned from R-HD, High-Density
32 Multifamily Residential District, with Conditional Overlay No. 123, to GR, General Retail
33 District. Springfield Land Development Code, Section 36-306, 'Official zoning map and

rules for interpretation,' is hereby amended, changed, and modified consistent with this Ordinance.

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

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 -078

FILED: 03-29-22

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 1.04 acres of property generally located at 1310 East St. Louis Street from R-HD, High-Density Multi- Family Residential District with Conditional Overlay No. 123 to GR, General Retail. (Staff and Planning and Zoning Commission both recommend approval).

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-5-2022

The applicant is requesting to rezone approximately 1.04 acres of property generally located at 1310 East St. Louis Street from R-HD, High-Density Multi- Family Residential District with Conditional Overlay No. 123 to GR, General Retail. The applicant intends to develop a mixed-use development consisting of retail uses and multi-family apartments. The current zoning does not allow for retail uses.

REMARKS:

The Planning and Zoning Commission held a public hearing on March 10, 2022, and recommended to approve, by a vote of 7 to 0.

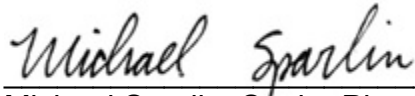
The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The application is consistent with the *Growth Management and Land Use Plan element* of the *Comprehensive Plan* which identifies this as an appropriate area for Medium-Intensity Retail, Office, or Housing. This mixed category indicates that a variety of office, commercial and/or mid-or high-density housing may be appropriate at major intersections or along certain roadway corridors. The GR district is identified as an appropriate zoning district for this land use category. The *Plan* also identifies Center City and Missouri State University and surrounding area as major Activity Centers, which are to be locations of employment, housing, business, and entertainment.
2. This application is consistent with past City Council decisions. The subject property has been zoned GR in the past. In February 2010, City Council approved General Ordinance No. 5860 rezoning the subject property from CS, Commercial Services to GR, General Retail.

3. Approval of this application will allow for development of this underutilized 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
Assistant Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Record of Proceedings

Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Neighborhood Meeting Summary

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-5-2022

ALL OF LOT ONE (1), REGAL SUBDIVISION, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, FORMERLY DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF ST. LOUIS STREET AND KICKAPOO AVENUE IN SPRINGFIELD, GREENE COUNTY, MISSOURI, THENCE SOUTH ALONG THE EAST LINE OF KICKAPOO AVENUE, 239.85 FEET; THENCE IN AN EASTERLY DIRECTION 190 FEET, MORE OR LESS TO A POINT 190 FEET EAST OF THE EAST LINE OF KICKAPOO AVENUE AND 238 FEET SOUTH OF THE SOUTH LINE OF ST. LOUIS STREET; THENCE NORTH 238 FEET TO A POINT ON THE SOUTH LINE OF ST. LOUIS STREET 190 FEET EAST OF THE POINT OF BEGINNING, THENCE WEST 190 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

**RECORD OF PROCEEDINGS
Planning and Zoning Commission – March 10, 2022**

Z-5-2022
1310 East St. Louis Street
Applicant: Urban Village Living, LLC

Mr. Hosmer states that this is a request to rezone approximately 1.04 acres of property generally located at 1310 East St. Louis Street from R-HD, High-Density Multi-Family Residential District with Conditional Overlay No. 123 to GR, General Retail. The Comprehensive Plan identifies this as an appropriate area for Medium-Intensity Retail, Office or Housing. The property was previously zoned GR in 2010. The Transportation Plan classifies St. Louis as a Secondary Arterial and Kickapoo as a Local roadway, and a Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain, sinkhole or stream buffer area. Stormwater detention is required. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Jared Davis, 3213 S. West Bypass and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to recommend **approval** for Z-5-2022 (1310 East St. Louis Street). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Knuckles, Colony, Bruce, Jobe, and Lebeck. Nays: None. Abstain: None. Absent: Broekhoven.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

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

MARCH 10, 2022

April 4, 2022

CASE: Z-5-2022

ACRES: Approximately 1.04 acres

LOCATION: 1310 East St. Louis Street

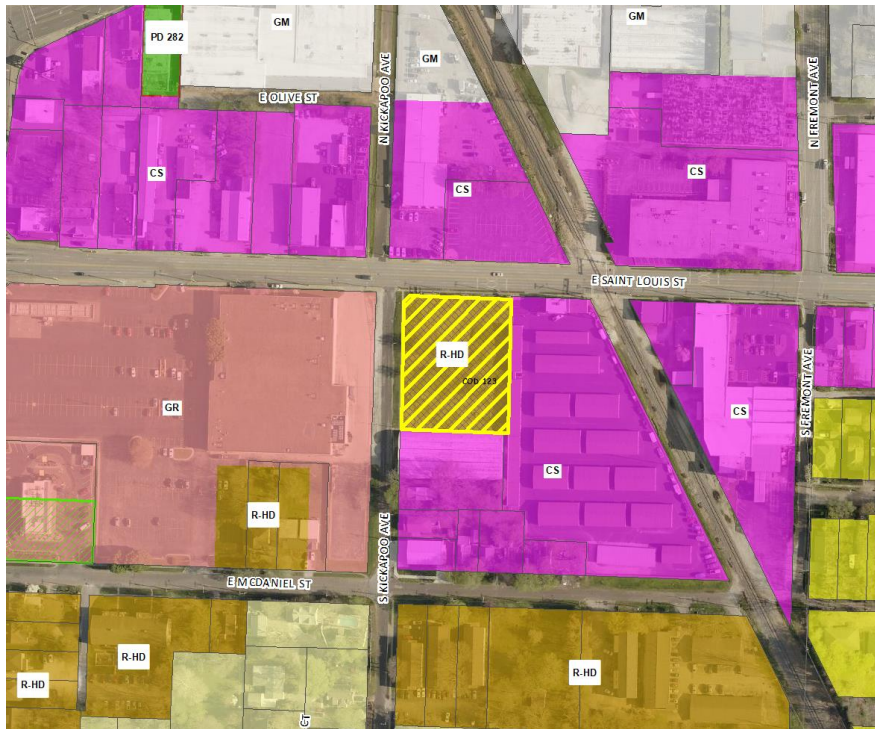
EXISTING LAND USE: Undeveloped Land

APPLICANT: Urban Village Living LLC

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

STAFF RECOMMENDATIONS:
 Approve

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



SUMMARY OF REQUEST:

Request to rezone approximately 1.04 acres of property generally located at 1310 East St. Louis Street from R-HD, High-Density Multi-Family Residential District with Conditional Overlay No. 123 to GR, General Retail.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies this as an appropriate area for Medium-Intensity Retail, Office or Housing. This mixed category indicates that a variety of office, commercial and/or mid-or high-density housing may be appropriate at major intersections or along certain roadway corridors. The GR district is identified as an appropriate zoning district for this land use category. The *Plan* also identifies Center City and Missouri State University and surrounding area as major Activity Centers, which are to be locations of employment, housing, business and entertainment.
2. This application is consistent with past City Council decisions. The subject property has been zoned GR in the past. In February 2010, City Council approved General Ordinance No. 5860 rezoning the subject property from CS, Commercial Services to GR, General Retail.
3. Approval of this application will allow for development of this underutilized property and promote infill development where investments have already been made in public services and infrastructure.

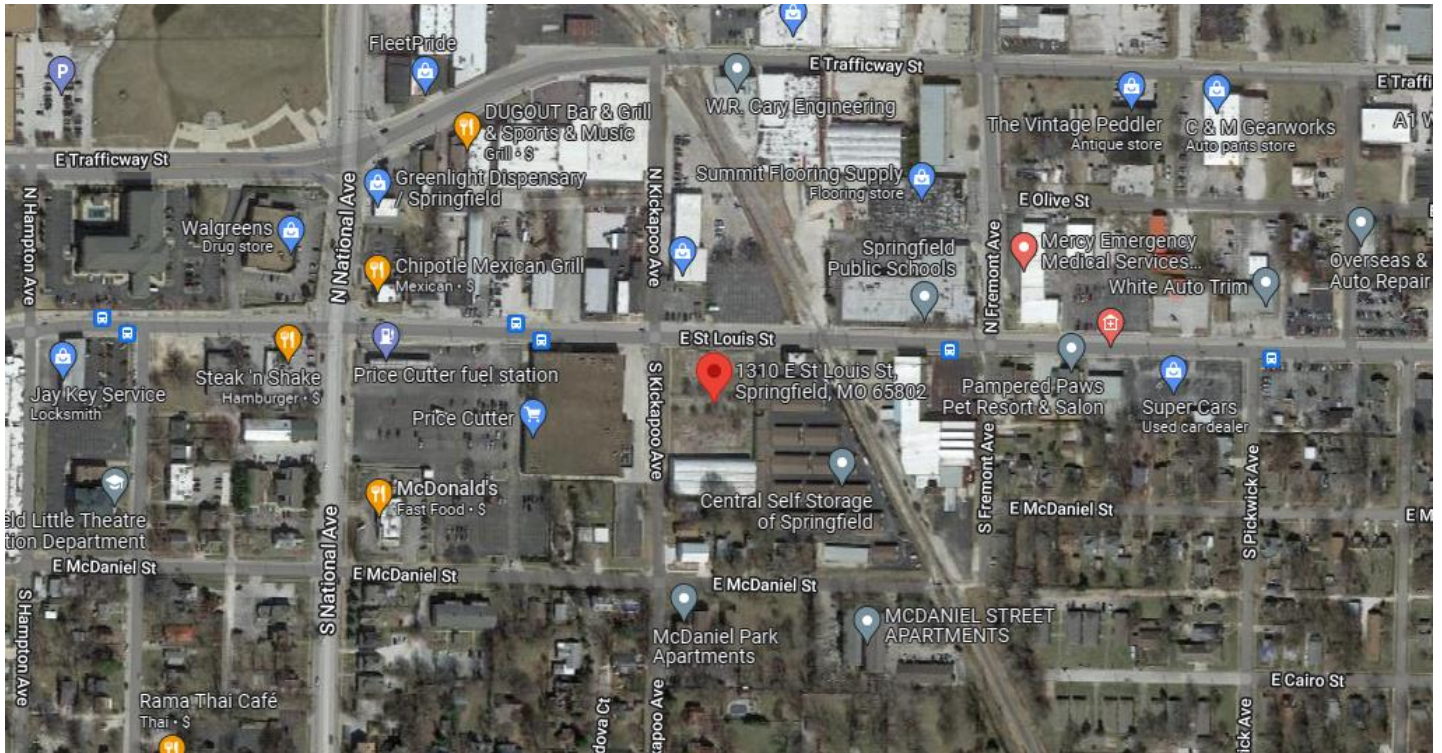
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GR	CS	CS	GR
LAND USE	Automobile Service Garage	Warehouse Use	Self-service storage facility	Grocery Supermarket

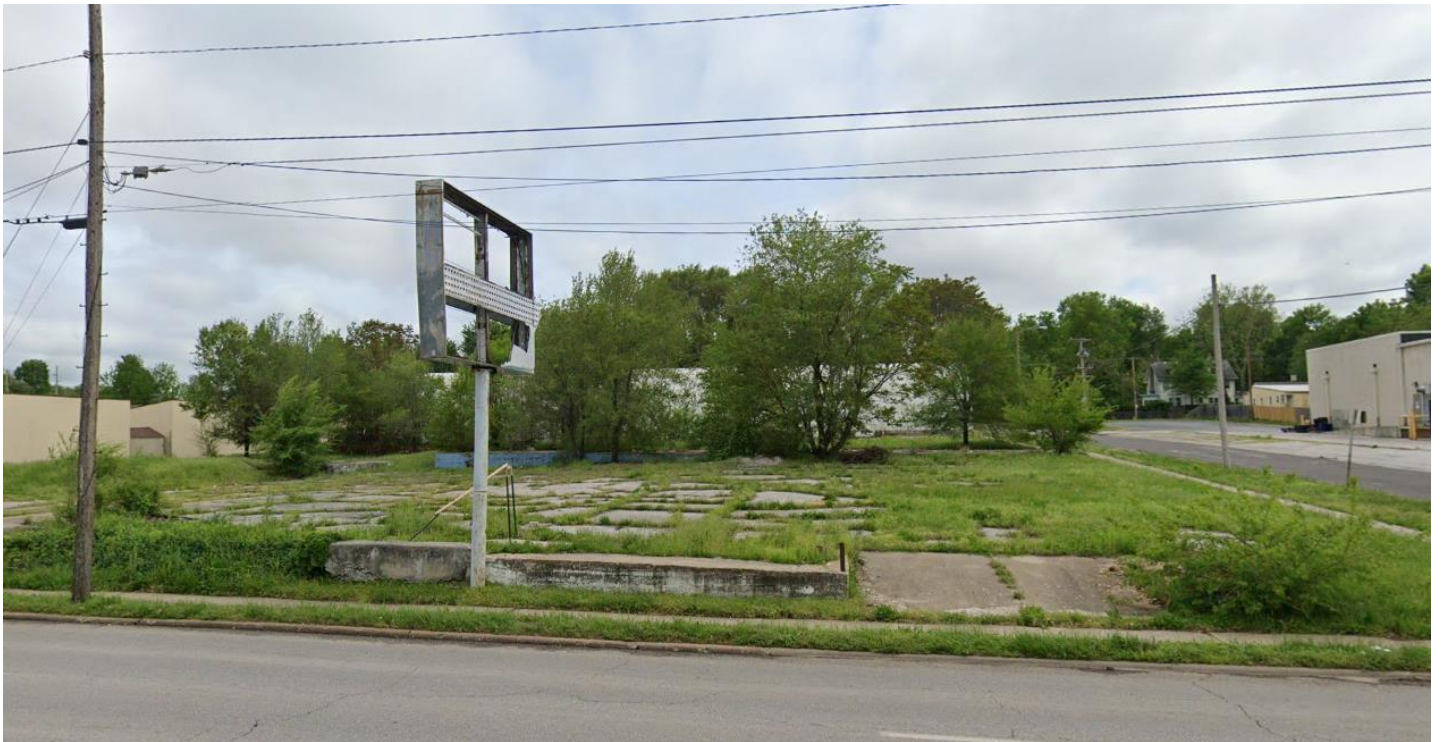
Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

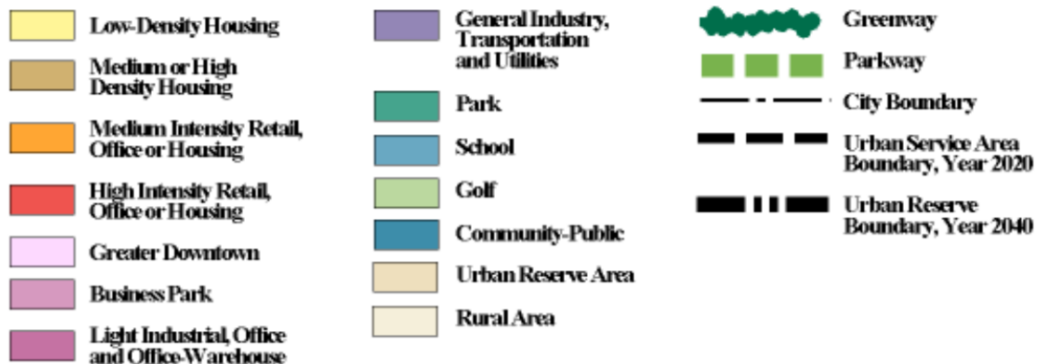
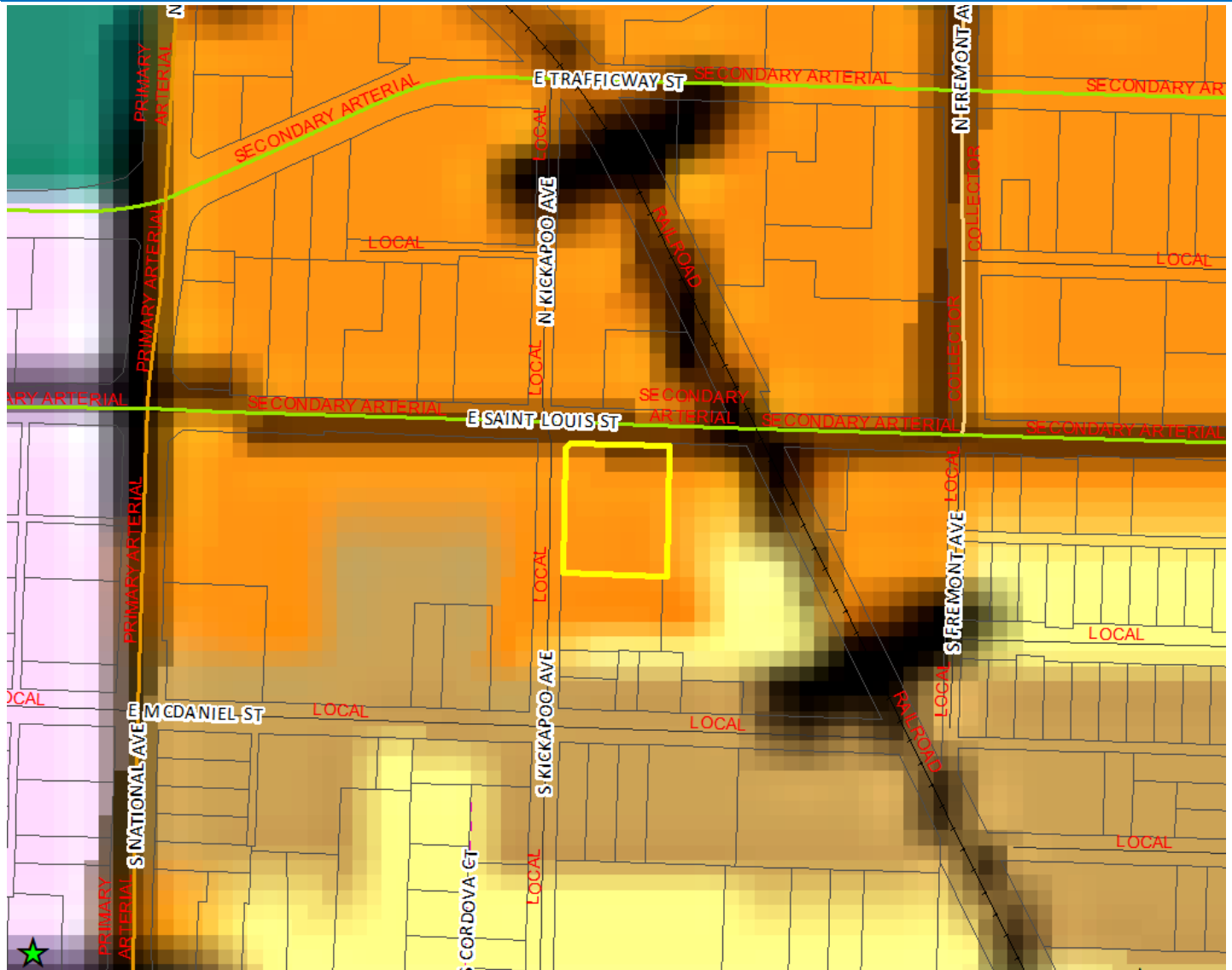


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

In February 2010, City Council approved General Ordinance No. 5860 rezoning the subject property from CS, Commercial Services to GR, General Retail.

In April 2017, City Council approved General Ordinance No. 6358 rezoning the subject property from GR, General Retail District, to a R-HD, High-Density Multifamily Residential District, and establishing Conditional Overlay District No. 123.

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.

Development Review Staff Report



ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GR
Use Limitations	a. All outdoor automobile parking areas used for the purpose of retail or wholesale storage or sale of motorized or commercial vehicles shall be prohibited. Other outdoor activities that are not specifically permitted may only be allowed as an accessory use to the permitted uses as provided in subsection 36-421(2), permitted uses, as follows: i) If any portion of the premises abuts any residential zoning district, the outdoor activities may be permitted, provided they meet the provisions of, and a conditional use permit is issued pursuant to section 36-363, conditional use permits, of this article. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services. ii) If the premises abuts only nonresidential zoning districts, the outdoor activities may be permitted. A conditional use permit will not be required. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services. b. No outdoor storage except as provided in subsection 36-421(2), permitted uses, and subsection 36-421(3), conditional uses. 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). f. Streets through an adjacent residential area shall not be used to provide principal access for truck traffic to any nonresidential use in this district except on streets classified as expressways, arterials, or collectors
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Minimum open space requirements	20 percent
Bulk plane	30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Bufferyard and landscaping	None required because property is surrounded by other commercial districts.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium-Intensity Retail, Office or Housing. This mixed category indicates that a variety of office, commercial and/or mid-or high-density housing may be appropriate at major intersections or along certain roadway corridors. The R-HD district is identified as an appropriate zoning district for this land use category.

The *Plan* also identifies Center City and Missouri State University and surrounding area as major Activity Centers, which are to be locations of employment, housing, business and entertainment.

Development Review Staff Report



STAFF COMMENTS:

1. The applicant is requesting to rezone approximately 1.04 acres of property generally located at 1310 East St. Louis Street from R-HD, High-Density Multi-Family Residential District with Conditional Overlay No. 123 to GR, General Retail. The applicant intends to develop a mixed-use development consisting of retail uses and multi-family apartments. The current zoning does not allow for retail uses.
2. The GR district is intended for uses that provide community-wide personal and business services, shopping centers and specialty shops. This district is also intended for on-site production of handcrafted items in conjunction with retail sales. Commercial uses permitted in this district are generally required to conduct business activities indoors. The need for community-wide accessibility dictates that this district be located along or at the intersection of two or more arterial or higher classification streets.
3. The application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies this as an appropriate area for Medium-Intensity Retail, Office or Housing. This mixed category indicates that a variety of office, commercial and/or mid-or high-density housing may be appropriate at major intersections or along certain roadway corridors. The GR district is identified as an appropriate zoning district for this land use category. The *Plan* also identifies Center City and Missouri State University and surrounding area as major Activity Centers, which are to be locations of employment, housing, business and entertainment.
4. This application is consistent with past City Council decisions. The subject property has been zoned GR in the past. In February 2010, City Council approved General Ordinance No. 5860 rezoning the subject property from CS, Commercial Services to GR, General Retail.
5. The GR district is consistent with surrounding properties which all have commercial zoning districts.
6. St. Louis Street is classified as a Secondary Arterial roadway and Kickapoo Avenue is classified as a local roadway. The applicant is proposing to have access on both St. Louis Street and Kickapoo Avenue. The Kickapoo Avenue access is currently allowed. St. Louis Street access will require an administrative replat of the property because the current plat restricts access to St. Louis Street. The applicant intends to apply for the administrative replat to remove this restriction, so that the primary access into the development will be on a Secondary Arterial, St. Louis Street, which will improve the internal circulation of the proposed development.
7. Approval of this application will allow for development of this underutilized property and promote infill development where investments have already been made in public services and infrastructure.
8. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on February 17, 2022. The meeting summary is attached (Attachment 3).

PUBLIC NOTIFICATIONS:

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

Notices sent to property owners within 185 feet:

Mailed: 11

Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No issues with proposed rezoning.

CITY UTILITIES:

No issues with proposed rezoning.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to rezoning. Public sewer is available for the address.

FIRE DEPARTMENT:

No issues.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Saint Louis Street as a Secondary Arterial roadway and S. Kickapoo Avenue as a Local-Commercial roadway. The standard right-of-way width for E. Saint Louis Street is 35-feet from the centerline and 30-feet from the centerline for S. Kickapoo Avenue. It appears no additional right-of-way is needed along E. Saint Louis Street or S. Kickapoo Avenue. 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. E. Saint Louis Street and S. Kickapoo Avenue are both city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

There most recent traffic count for E. Saint Louis Street 7,080 vehicles per day. There are no recent traffic counts for S. Kickapoo Avenue. On-street parking is not allowed along E. Saint Louis Street and is allowed along S. Kickapoo Avenue.

DRIVEWAY ACCESS

There is currently one access point onto the property from E. Saint Louis Street. This access point will need to be shifted as far east as possible to meet existing spacing standards. One access point will be allowed to S. Kickapoo Avenue a minimum of 100-feet from the intersection of S. Saint Louis Street.

SIDEWALK

There is existing sidewalk along the property frontage of E. Saint Louis Street and S. Kickapoo Avenue.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are three bus stops along E. Saint Louis Street within the vicinity of this property. 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.

Development Review Staff Report



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	E. Saint Louis Street	Secondary Arterial	No	35	35
Street 2	S. Kickapoo Avenue	Local - Commercial	Yes	30	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		18	22	240	
*Proposed Trips Generated		16	67	720	
Additional Trips Generated		-2	45	480	

*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. For any increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3 of the City's Flood Control and Water Quality Protection Manual. This site primarily drains to the North. A fee in lieu of constructing onsite stormwater detention will not be permitted.
2. Water quality will be required per Chapter 10 Sec. 2.0 if greater than one acre of land is disturbed. Water quality is also required for less than one acre of disturbance if part of a larger common plan.
3. As-builts of the detention and water quality improvements are required.
4. Operation and maintenance agreements are required for any permanent stormwater control measures. O&M will need to be approved during the ProjectDox process and will be reviewed by ES-Water Quality per Chapter 12 Sec. 3.0. More details at the following link: <https://www.springfieldmo.gov/2120/Resources>.
5. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the City's *Flood Control and Water Quality Protection Manual*.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: (R-HD) High-Density Multifamily R to (GR) General Retail.
(existing zoning) (proposed zoning)
2. Meeting Date & Time: February 17, 2022 -- 4:00pm-6:30pm
3. Meeting Location: Panera Bread - 500 S National Ave, Springfield, MO 65802
4. Number of invitations that were sent: approximately 74
5. How the mailing list was generated: City Staff
6. Number of neighbors in attendance (attach a sign-in sheet): 2
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

No comments, only questions.

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

No comments, only questions. Please see attached sign in sheet.

I, Jared Davis (print name), attest that the neighborhood meeting was held on 02/17/2022 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."



Signature of person completing affidavit

Jared M. Davis

Printed name of person completing affidavit



**ANDERSON
ENGINEERING**
EMPLOYEE OWNED

www.AndersonEngineeringInc.com
Toll Free (866) 866-2741

CLIENT _____
CLIENT No. _____ SHEET No. _____ Of _____
CALCULATED By _____ DATE _____
CHECKED By _____ DATE _____
PROJECT _____

CALCULATIONS FOR: Rezone Neighborhood Meeting

<u>Printed Name</u>	<u>Address</u>	<u>Phone #</u>
BRIAN KUBIK	1554 E. RIVEROAKS LN	417-299-5000
JOHANNA WILLIAMS	PRICECUTTER	(417) 210-0011

One-rdg. _____
P. Hrngs. _____
Pgs. 14
Filed: 03-29-22

Sponsored by: Hardinger, McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-082

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for the Division Street Roadway
2 Improvements – National Avenue to Glenstone Avenue project;
3 accepting the bid of Hartman and Company, Inc., in the amount of
4 \$4,689,870.65 for said project; authorizing the City Manager, or his
5 designee, to enter into a contract with such bidder; and amending the
6 Fiscal Year 2021-2022 budget for the Department of Public Works in
7 the amount of \$1,100,000.00 to appropriate reserves of the 1/8-cent
8 Transportation Sales Tax for said project.
9 _____

10
11 WHEREAS, Hartman and Company, Inc., is the lowest responsive and
12 responsible bidder for the Division Street Roadway Improvements – National Avenue to
13 Glenstone Avenue project, Plan No. 2017PW0036 (the “Project”); and
14

15 WHEREAS, the Project includes roadway improvements along Division Street
16 from a point east of National Avenue to a point west of Glenstone Avenue as depicted
17 on “Exhibit A,” which is attached hereto and incorporated herein by this reference, and
18 will widen the three drive lanes and add an upgraded storm water system, new
19 sidewalks on the north side of Division Street, and a multi-purpose trail on the south
20 side of Division Street; and
21

22 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
23 *Events* from February 3, 2022, to February 7, 2022. Bids were opened on March 8,
24 2022.
25

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

29 Section 1 – City Council hereby approves the plans and specifications for the
30 Division Street Roadway Improvements – National Avenue to Glenstone Avenue
31 project, Plan No. 2017PW0036, and accepts the bid of Hartman and Company, Inc., for
32 said Project, at the price and sum of \$4,689,870.65, except as said sum may be lawfully
33 increased or decreased by the actual quantities of work units involved.

34 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
35 a contract with said bidder for such work, said contract to be in substantially similar form
36 to the document attached hereto, and incorporated herein by this reference, as “Exhibit
37 B,” and in accordance with the terms of the bid, the plans, and the specifications.
38

39 Section 3 – All workers performing work under the contract attached hereto as
40 “Exhibit B,” shall be paid a wage of no less than the prevailing hourly rate of wages for
41 work of a similar character in this locality or the public works contracting minimum wage,
42 whichever is applicable. Contractor shall fully comply with the provisions and
43 requirements of the Missouri State Prevailing Wage Law. Contractors and any
44 subcontractor performing work under this contract must provide a 10-hour OSHA
45 construction safety training program, or similar program approved by the Department of
46 Labor, for on-site employees, unless employees demonstrate they previously completed
47 the program.
48

49 Section 4 – The budget of the Department of Public Works for Fiscal Year 2021-
50 2022 is hereby amended in the accounts and amounts as shown on Budget Adjustment
51 No. 059, a copy of which is attached hereto and incorporated herein by reference as
52 “Exhibit C.”
53

54 Section 5 – City Council hereby finds the budget adjustment described herein
55 has been recommended by the City Manager.
56

57 Section 6 – The City Manager is directed to cause the appropriate accounting
58 entries to be made in the books and records of the City.
59

60 Section 7 – This Ordinance shall be in full force and effect from and after
61 passage.
62

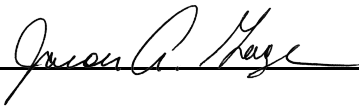
63 Passed at meeting: _____
64

65
66 _____
67 Mayor
68

69 Attest: _____, City Clerk
70

71 Filed as Ordinance: _____
72

73
74 Approved as to form:  _____, Assistant City Attorney
75

76
77 Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2022-082

FILED: 03-29-22

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for Division Street Roadway Improvements – National Avenue to Glenstone Avenue, Plan No. 2017PW0036, accepting the bid of Hartman and Company, Inc., for construction of the Division Street Roadway Improvements – National Avenue to Glenstone Avenue project, as shown on the project location map (“Exhibit A”), authorizing the City Manager, or his designee, to enter into a contract (“Exhibit B”) with such bidder, and amending the FY 2021-2022 budget for the Department of Public Works in the amount of \$1,100,000.00 to appropriate reserves of the 1/8-cent Transportation Sales Tax for this project.

BACKGROUND INFORMATION: This project consists of roadway improvements along Division Street from a point east of National Avenue to a point west of Glenstone Avenue. The reconstruction of Division street will widen the three drive lanes and add an upgraded storm water system, new 5-foot sidewalks on the north side and a multi-purpose trail on the south side.

Bids were solicited for this project by advertising in the *Daily Events* from February 3, 2022 through February 7, 2022. Bids were opened for the project at 9:30 a.m. on March 8, 2022, with the following bids received:

<u>Contractor</u>	<u>Bid Amount</u>
Hartman and Company, Inc.	\$4,689,870.65
Radmacher Brothers Excavating Co., Inc.	\$5,374,665.70
D & E Plumbing and Heating, Inc.	\$5,492,212.00
Engineer's Estimate	\$5,248,853.50

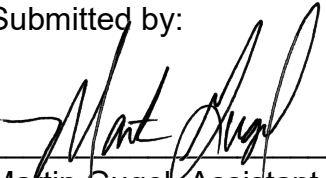
The low bid, if accepted, will be partially funded from the 1/4-cent Capital Improvements Sales Tax and is already budgeted. The attached budget adjustment for \$1,100,000.00 will appropriate 1/8-cent Transportation Sales Tax reserves to provide additional funding due to the increasing cost of construction in the current market as a result of inflation and supply shortages. The project will include \$720,156.25 of gas and water utility improvements that will be reimbursed by City Utilities, reducing the City cost to \$3,969,714.40.

Supports the following City Council Priorities:

- Public safety
- Economic vitality
- Quality of Place
- Fiscal sustainability

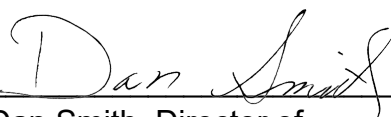
REMARKS: Public Works recommends acceptance of the bid of Hartman and Company, Inc. as the lowest responsible bid and passage of this Council bill and budget adjustment.

Submitted by:



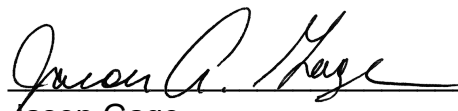
Martin Gugel, Assistant Director
of Public Works

Recommended by:



Dan Smith, Director of
Public Works

Approved by:



Jason Gage,
City Manager



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- 1945 ATTN: ANDY HAASE DEPT.: PUBLIC WORKS		NAME: HARTMAN & COMPANY, INC. ADDRESS: 1200 E. WOODHURST DRIVE J-200, SPRINGFIELD, MO. 65804 PHONE: (417)882-2062 FAX: ATTN: DEAN HARTMAN	

AGREEMENT

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

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

Division Street Reconstruction - National Ave. to Glenstone Ave. 2017PW0036TE

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 350 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, City Utilities of Springfield, and the Board of Utilities, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield, City Utilities of Springfield, and the Board of Utilities, 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, City Utilities of Springfield, and the Board of Utilities. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

City Utilities of Springfield, P.O. Box 551, Springfield, MO 65801

As of January 1, 2022, 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 Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence. 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 Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy.
- d. **Owner's and Contractor's Protective Liability Insurance** to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

- (1) Be a separate policy with the named insured being: The City of Springfield; and
- (2) Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance; and
- (3) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. **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.

f. **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, City Utilities of

Springfield, Missouri, and the Board of Utilities through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. 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.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of **\$4,689,870.65 (Four Million Six Hundred and Nine Thousand Eight Hundred and Seventy Dollars and Sixty Five Cents)** conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

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

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

7. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of \$4,700.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would

be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

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

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

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

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

12. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **\$4,689,870.65 (Four Million Six Hundred and Nine Thousand Eight Hundred and Seventy Dollars and Sixty Five Cents)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

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

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

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

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

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of the

City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo. Section 105.450 et seq. shall not be violated.

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

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

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

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

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

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

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

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

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

24. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees, unless such employees hold documentation of prior completion of the program, within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors. The penalties shall

not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

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

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

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

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

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

(Remaining Page Intentionally Left Blank)

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

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

RECOMMENDED BY:

Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
059

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
40056	20	73020	509110	102743	00000	\$ 1,100,000	Division Street Improvements - National to Glenstone
Net Expenditure Adjustment						\$ 1,100,000	

Fund Balance Appropriation:

Fund	Title	Amount
40056	1/8-cent Transportation Sales Tax	(1,100,000)

Explanation: To amend the FY2021-22 budget by appropriating fund balance reserves from the 1/8-cent Transportation Sales Tax in the amount of \$1,100,000 for Division Street Improvements from National to Glenstone.

Requested By:

Dan Smith 3-29-2022
Department Head Date

Approved By:

DJ Hill 3-29-2022
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2022-082
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. X
P. Hrngs.
Pgs. 6
Filed: 04-12-22

Sponsored by: McClure

COUNCIL BILL 2022-085 RESOLUTION

A RESOLUTION

1 ACCEPTING the Mayor's Initiative on Equity and Equality Report to City Council,
2 including guiding principles.
3
4

5 WHEREAS, the actions on May 25, 2020, by police officers in Minneapolis that
6 caused the death of George Floyd were intolerable and caused Springfield City leaders
7 to reflect upon the dignity of all persons, the value of life and especially - our
8 responsibility as a local government; and
9

10 WHEREAS, the City of Springfield is focusing on addressing the issues of racism
11 and promotion of diversity, equity and inclusion; and
12

13 WHEREAS, this catalyst event compelled Springfield, like many communities
14 around the country, to reflect and to commit to positive and needed change and to
15 commit with our words and actions; and
16

17 WHEREAS, City Council unanimously passed Resolution 10510 on June 1,
18 2020, authored by City Manager Jason Gage, who acknowledged and highlighted the
19 situation and served as a catalyst for community action; and
20

21 WHEREAS, Springfield Police Department took immediate action and published
22 a website called "Where We Stand" detailing the policies, procedures and practices of
23 our local police force; and
24

25 WHEREAS, the Mayor and City Council believe it is a top priority in our
26 community to address systemic racism and prejudice; and
27

28 WHEREAS, the Mayor and City Council believe that it is beneficial to ALL
29 Springfieldians, including those who live here, those who visit and those who do
30 business here, to ensure an equitable environment that celebrates diversity and
31 inclusion; and
32

33 WHEREAS, it is of the utmost importance to develop guiding principles to
34 improve equitable access to opportunities, recognizing the inherent dignity, value and
35 worth of each individual; and

36 WHEREAS, City Council voted March 3, 2021, to create the Mayor's Initiative on
37 Equity and Equality with the charge of developing those guiding principles to improve
38 equitable access to opportunities by March 31, 2022.

39
40 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
41 SPRINGFIELD, MISSOURI, as follows, that:

42
43 Section 1 – City Council hereby accepts the guiding principles and report
44 produced by the Mayor's Initiative on Equity and Equality, which is attached hereto as
45 "Exhibit A."

46
47 Section 2 – This Resolution shall be in effect immediately upon adoption.

48
49 Passed at meeting: _____

50
51 _____
52 Mayor

53
54 Attest: _____, City Clerk

55
56 Filed as Resolution _____

57
58 Approved as to form: Rhonda Lewsader, City Attorney

59
60 Approved for Council action: Jason R. Hays, City Manager
62

EXPLANATION TO COUNCIL BILL 2022-085

FILED: 04-12-22

ORIGINATING DEPARTMENT: City Clerk's Office, Department of Public Information & Civic Engagement and the Office of Diversity, Equity and Inclusion.

PURPOSE: The acceptance of the guiding principles produced by the Mayor's Initiative on Equity and Equality.

BACKGROUND INFORMATION: The actions on May 25, 2020, by police officers in Minneapolis that caused the death of George Floyd were intolerable and caused Springfield city leaders to reflect upon the dignity of all persons, the value of life and especially - our responsibility as a local government. The City of Springfield is focusing on addressing the issues of racism and promotion of diversity, equity and this catalyst event compelled Springfield, like many communities around the country, to reflect and to commit to positive and needed change and to commit with our words and actions.

City Council passed Resolution 10510 on June 1, 2020, authored by City Manager Jason Gage, who acknowledged and highlighted the situation and served as a catalyst for community action. Springfield Police Department took immediate action and published a website called "Where We Stand" detailing the policies, procedures and practices of our local police force.

The Mayor and City Council believe it is a top priority in our community to address systemic racism and prejudice; and that doing so is beneficial to ALL Springfieldians, including those who live here, those who visit and those who do business here, to ensure an equitable environment that celebrates diversity, equity and inclusion.

On March 2, 2021, City Council resolved to create the Mayor's Initiative on Equity and Equality and charged the group to meet for the course of one year to develop guiding principles to improve equitable access to opportunities, recognizing the inherent dignity, value and worth of each individual. The group was tasked with doing so by March 31, 2022, considering the following five pillars of change:

- Dialogue and Understanding
- Cultural Consciousness
- Advocacy and Partnerships
- Structural and Systemic Barriers
- Personal and Organizational Accountability

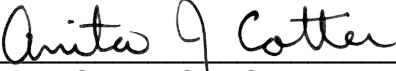
The members included:

Co-Chair Pastor Saehee Duran
Co-Chair Doug Neff
Rita Baron
Rabbi Barbara Block

Rev. Adrienne Denson-Ewell
Christian Lewis
Christa Moss
John Oke-Thomas
Mike Powers
Francine Pratt
Pastor Bob Roberts
Robin Robeson
Jeff Schrag
Carol Taylor
Dr. Shurita Thomas-Tate

This Resolution requests acceptance of the group's report, including guiding principles requested by the Mayor.

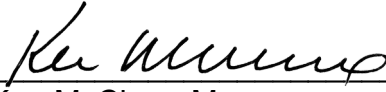
Submitted and Recommended by:


Anita Cotter, City Clerk


Cora Scott, Director of Public
Information & Civic Engagement


Taj Suleyman, Director of Diversity,
Equity & Inclusion

Approved by:


Ken McClure, Mayor

Mayor's Initiative on Equity & Equality Report to City Council

March 2022

Background:

Springfield Mayor Ken McClure and City Council voted unanimously in 2021 to create the Mayor's Initiative on Equity and Equality to further the City's ongoing efforts to ensure an equitable environment that celebrates diversity and inclusion. Subsequently, they named an 18-member group to develop guiding principles to improve equitable access to opportunities, recognizing the inherent dignity, value, and worth of each individual.

The appointed group of Springfieldians included individuals from different personal and professional lived experiences, different sectors of the community, and various cultural backgrounds. This group collaborated to respond to the charge posed by the City's governing body.

Definition Framework:

Diversity encompasses the entire human experience. Diversity is the wide spectrum of unique lived experiences that each individual possesses, expresses, and contributes.

Equity is promoting justice, impartiality, and fairness within the procedures, processes, and distribution of resources by institutions or systems. Tackling equity issues requires an understanding of the root causes of outcome disparities within our community and society as a whole.

Inclusion is how we make diversity work. Inclusion is the creation and support of an environment that not only accepts but celebrates differences by leveraging diversity to make stronger decisions for the greater good. Inclusive diversity is equally respectful of and embraces the unique qualities of each person.

Membership:

Co-Chair Saehee Duran	John Oke-Thomas
Co-Chair Doug Neff	Mike Powers
Rita Baron	Francine Pratt
Barbara Block	Bob Roberts
Chantha Chhim (moved from the community)	Robin Robeson
Justin Clark	Jeff Schrag
Adrienne Denson-Ewell (moved from the community)	Jeanne Skahan
Christian Lewis	Carol Taylor
Christa Moss	Shurita Thomas-Tate

Staff Support:

Anita Cotter
Cora Scott
Taj Suleyman

Charge: Develop guiding principles to improve equitable access to opportunities, recognizing the inherent dignity, value, and worth of each individual.

Vision: Together, we will create and promote a community where differences are valued and celebrated and where everyone has the opportunity to prosper and contribute.

Opening Statement: These guiding principles reflect the City's commitment to improving inclusive and equitable access to opportunities, recognizing the inherent dignity, value, and worth of each individual in our community.

Dialogue and Understanding

"We are committed to..."

- **Seeking and listening to diverse thoughts respectfully**
- **Fostering a culture of mutual learning through continual dialogue and education**

Cultural Consciousness

"We are committed to..."

- **Developing awareness of our own existing biases**
- **Understanding, valuing, and respecting diversity**

Advocacy and Partnerships

"We are committed to..."

- **Cultivating inclusive partnerships to increase intentional and effective collaboration**
- **Welcoming diverse voices and advocating for the underrepresented and the disenfranchised**

Structural and Systemic Barriers

"We are committed to..."

- **Identifying and removing diversity, equity, and inclusion barriers**
- **Refining policies and implementing practices to protect the rights of every member of our community**

Personal and Organizational Accountability

"We are committed to..."

- **Inspiring, modeling, and promoting diversity, equity, and inclusion excellence**
- **Honoring individuals and organizations that demonstrate accountability for fostering an inclusive community**

One-rdg. X
P. Hrngs.
Pgs. 6
Filed: 04-12-22

Sponsored by: Hosmer

First Reading:

Second Reading:

COUNCIL BILL 2022-086

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Surface
2 Transportation Program-Urban Program and Cost Apportionment
3 Supplemental Agreement with the Missouri Highways and
4 Transportation Commission for the purpose of jointly constructing the
5 Republic Road Phase 4 and Republic Road Phase 5 projects; and
6 declaring that this council bill qualifies for approval in one reading.
7
8

9 WHEREAS, the Missouri Highways and Transportation Commission ("MHTC")
10 and the City previously entered into an agreement for the purpose of sharing the costs
11 associated with improvements to the intersection of Republic Road and Campbell
12 Avenue, as authorized by Council in Special Ordinance No. 27137; and
13

14 WHEREAS, the Missouri Department of Transportation ("MoDOT") will be
15 making improvements to the intersection of Campbell Avenue and U.S. 60 James River
16 Freeway ("MoDOT project") concurrently with the City's Republic Road Phase 4 and
17 Republic Road Phase 5 projects ("City's projects"); and
18

19 WHEREAS, because of the high traffic volume and close proximity of these
20 projects, utilizing different contractors for each project could result in inconsistent traffic
21 control and conflicts, increasing costs and threatening public peace and safety; and
22

23 WHEREAS, MHTC and the City now desire to amend each party's
24 responsibilities by allowing MHTC to advertise and let the work for the City's projects in
25 combination with MoDOT's project, with the City and MHTC awarding separate
26 construction contracts to the lowest responsive bidder for the combined City and
27 MoDOT projects; and
28

29 WHEREAS, ensuring that a single contractor is responsible for all construction
30 and associated traffic control for improvements at Republic Road and Campbell Avenue
31 and Campbell Avenue and U.S. 60 James River will improve traffic control, reduce
32 potential conflicts between projects, reduce costs, and reduce the threat to public peace
33 and safety; and

34 WHEREAS, payment responsibilities will remain the same.

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 City Manager, or his designee, is hereby authorized to enter into
40 a Supplemental Agreement with the Missouri Highways and Transportation
41 Commission, said Supplemental Agreement to be in substantially the same form as that
42 document attached hereto and incorporated herein by this reference as "Exhibit 1."
43

44 Section 2 – City Council hereby finds and declares that this Council Bill
45 authorizes entering into a contract with a state government agency for the purpose of
46 receiving grant funding from the same and may therefore be passed as a one-reading
47 bill pursuant to City Charter Section 2.16(25). This Ordinance shall be in full force and
48 effect from and after passage.
49

50 Passed at meeting: _____
51

52
53 _____
54 Mayor
55

56 Attest: _____, City Clerk
57

58 Filed as Ordinance: _____
59

60
61 Approved as to form: Kyle Tollett, Assistant City Attorney
62

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

EXPLANATION TO COUNCIL BILL 2022-086

FILED: 04-12-22

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Surface Transportation ("STP")-Urban Program and Cost Apportionment Supplemental Agreement ("Exhibit A") with the Missouri Highways and Transportation Commission ("MHTC"), for the purpose of constructing the Republic Road Phase 4 and Republic Road Phase 5 projects; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: MHTC and the City previously entered an agreement (Special Ordinance No. 27137) for the purpose of sharing the costs associated with improvements to the intersection of Republic Road and Campbell Avenue.

This Supplemental Agreement will change the project responsibilities allowing MHTC to advertise and let the work in combination with other Missouri Department of Transportation ("MoDOT") projects. The City and MHTC will then award separate construction contracts for all projects to the lowest responsive bidder for the combined projects. This will ensure that one contractor is responsible for all construction and associated traffic control in this high traffic volume area which includes Campbell Avenue and James River Freeway. No changes are being made to the payment responsibilities.

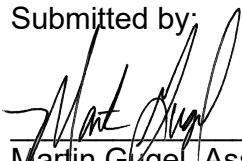
As this Ordinance is for a state grant contract, we request that it be passed as a one-reading bill under City Charter Section 2.16(25).

Supports the following City Council Priorities:

- Public safety
- Economic vitality
- Fiscal sustainability

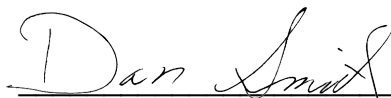
REMARKS: Public Works recommends approval of this Council bill.

Submitted by:



Martin Gugel, Assistant Director
of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

CCO Form: FS27
Approved: 05/02 (BDG)
Revised: 03/17 (MWH)
Modified: 03/22 (MWH)

Greene County
City of Springfield
2022-03-68697

CFDA Number: CFDA #20.205 TIP# SP1818, SP1902
CFDA Title: Highway Planning and Construction J8P3087C/SU0106, SU0044
Award name/number: NHPP-S602(27)/STBG-5901(810) 2018PW0031WTE
Award Year: 2019 2015PW0077WTE
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AND COST APPORTIONMENT
SUPPLEMENTAL AGREEMENT**

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

WITNESSETH:

WHEREAS, on February 28th, 2019 the Commission and the City previously entered into a STP-Urban Program and Cost Apportionment Agreement (2018-06-44157) as to public improvements designated as intersection improvements to Campbell Avenue and Republic Road and widening of Republic Road, (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the City now desire to revise the Original Agreement as provided in this Supplemental Agreement.

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

(1) REVISION: Paragraph (1) PURPOSE of the Original Agreement is hereby removed and replaced with the following:

(1) PURPOSE: The purpose of this Agreement is to grant use of STP funds to the City. The improvement contemplated by this Agreement and designated as project NHPP-S602(27) (Commission project number 8P3087C or SU0106, City project number 2015PW0077WTE) involves improvements at the intersection of Campbell Avenue and Republic Road. In addition, the improvement contemplated by this Agreement and designated as Project STBG-5901(810) (Commission project number SU0044, City project number 2018PW0031WTE) involves improvements to Republic Road east of the intersection.

(2) REVISION: Paragraph (6) PROJECT RESPONSIBILITIES including subparagraphs (6)(A)-(6)(D) of the Original Agreement are hereby removed and replaced with the following:

(6) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The City shall be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, contract administration and inspection of the project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The City shall acquire right-of-way and coordinate relocation of utilities as needed for the project in accordance with Commission requirements.

(C) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids. The Commission will solicit bids for the herein improvement in accordance with plans developed by the City and approved by the Commission, or as the plans may from time to time be modified in order to carry out the work as contemplated. The City and the Commission agree to let this project in combination with Commission's projects J8P3032C, J8P3032D, J8P3201 and J8P3223. The City and the Commission agree to award the projects to the lowest responsive bidder for the combined total of all projects included in the combined letting. The City shall award the construction contract for projects 8P3087C/SU0106 and SU0044 with concurrence from the Commission. Both the City and the Commission agree to reject bids if the other entity recommends rejection of bids.

(D) The City shall be responsible for construction of the herein improvements, Commission project numbers 8P3087C/SU0106 and SU0044, which includes award of and administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements. If the City fails to adhere to the requirements of this agreement, the Commission shall be under no obligation to continue with this project.

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

*Remainder of Page is Intentionally Left Blank;
Signatures and Execution Appear on the Following Page.*

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

Executed by the City on _____(DATE)

Executed by the Commission on _____(DATE)

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

By _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No.: _____

One-rdg. _____
P. Hrngs. X
Pgs. 19
Filed: 03-01-22

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-059

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 0.30 acres of property generally located at 1218, 1226, and 1238
4 East Pacific Street from GM, General Manufacturing, to R-TH,
5 Residential Townhouse, with Conditional Overlay District No. 209;
6 establishing Conditional Overlay District No. 209; and adopting an
7 updated Official Zoning Map. (Staff and Planning and Zoning
8 Commission both recommend approval.)
9 _____
10

11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located at located at 1218, 1226, and 1238 East Pacific Street from GM,
13 General Manufacturing, to R-TH, Residential Townhouse, with Conditional Overlay
14 District No. 209; and
15

16 WHEREAS, Conditional Overlay District No. 209 shall modify the requirements of
17 the Springfield Land Development Code Section 36-381, R-TH, Residential Townhouse,
18 by requiring that the property described in "Exhibit B" comply with the requirements
19 described in "Exhibit A;" and
20

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

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

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

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

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

41
42 Section 2 – City Council hereby establishes Conditional Overlay District No. 209
43 which shall contain the requirements and standards provided in "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. 209 shall modify the requirements
46 of the Springfield Land Development Code Section 36-381, R-TH, Residential
47 Townhouse District, by requiring the property described on "Exhibit B" comply with the
48 requirements contained in "Exhibit A."

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

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

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

61
62 Passed at meeting: _____

63
64 _____
65 Mayor

66
67 Attest: _____, City Clerk

68
69 Filed as Ordinance: _____

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

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

EXPLANATION TO COUNCIL BILL 2022 -059

FILED: 03-01-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.30 acres of property generally located at 1218, 1226, and 1238 East Pacific Street from GM, General Manufacturing to R-TH, Residential Townhouse with Conditional Overlay District No. 209, and establishing Conditional Overlay District No. 209 (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-23-2021/ CONDITIONAL OVERLAY DISTRICT NO. 209

The applicant is requesting to rezone approximately 0.30 acres of property generally located at 1218, 1226 & 1238 East Pacific Street from GM, General Manufacturing to R-TH, Residential Townhouse, with Conditional Overlay District 209, and establishing Conditional Overlay District No. 209. The applicant intends to develop housing on each of the lots.

REMARKS:

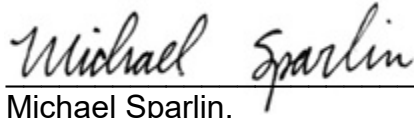
The Planning and Zoning Commission held a public hearing on February 10, 2022, and recommended to approve, by a vote of 6 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low Density Housing.
2. The *Plan* encourages residential developments to provide for a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents.
3. The R-TH district would be more consistent with the residential zoning located along National Avenue and the residential uses that are located between the subject properties.
4. This area is not suitable for General Manufacturing zoning as the neighboring properties are zoned R-TH or have residential uses.

Submitted by:



Michael Sparlin,
Senior Planner

Recommended by:



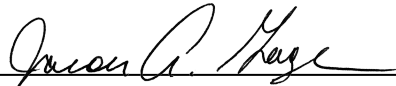
Brendan Griesemer, AICP
Assistant Director

Recommended by:



Susan Istenes,
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 comments

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-23-2021 & CONDITIONAL OVERLAY DISTRICT NO. 209

The requirements of *Section 36-381*. of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. Sidewalk is required to be constructed along the property frontage at the time of development. The applicant has the option to apply to the Administrative Review Committee for approval to pay a fee in lieu of sidewalk construction. If approved, the fee must be paid prior to issuance of a building permit.
2. Pacific Street shall be extended and constructed to meet the City of Springfield Public Works Design Standards. Public Improvement Plans are required, and improvements constructed, or funds escrowed prior to issuance of a building permit.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-23-2021 & CONDITIONAL OVERLAY DISTRICT NO. 209

ALL OF LOT TWENTY (20), AND ALL OF LOT EIGHTEEN (18), EXCEPT THE SOUTH 9 FEET THEREOF, AND ALL OF LOT SIXTEEN (16), EXCEPT THE SOUTH 9 FEET THEREOF, ALL IN BLOCK "B" IN COOMBS ADDITION TO NORTH SPRINGFIELD, A SUBDIVISION NOW IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

EXHIBIT C

**RECORD OF PROCEEDINGS
Planning and Zoning Commission – February 10, 2022**

Z-23-2021 w/COD #209
1218, 1226 & 1238 East Pacific Street
Applicant: John Oke-Thomas

Ms. Kuleya Bruce recused herself.

Mr. Hosmer stated that this is a request to rezone approximately 0.30 acres of property generally located at 1218, 1226 and 1238 East Pacific Street from GM, General Manufacturing to R-TH, Residential Townhouse and establishing Conditional Overlay District No. 209. The Comprehensive Plan identifies this area as Low-Density Housing. The Transportation Plan classifies Pacific Street as a Local-Residential roadway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain, sinkhole or stream buffer area. A fee in lieu of stormwater detention will be allowed.

The COD will limit require:

- Sidewalks along Pacific Street
- Pacific Street shall be extended

Staff recommends approval.

Mr. Coltrin asked about the sidewalk in the gap areas.

Mr. Hosmer noted that when it gets developed the sidewalks will fill in, but Public Works can answer.

Ms. Dawne Gardner noted that they have a new program (filling gaps on sidewalks), and this will be on that list.

Mr. Doennig opened the public hearing.

Mr. John Oke-Thomas, 1972 E. Chestnut, representing the owner and glad the City will fill in the gaps on the sidewalks. These are empty lots and try to create 3-bedroom residential houses and bring back the neighborhood to single family and would like to preserve the neighborhood around the church.

Mr. Colony asked about extending the street.

Mr. Oke-Thomas noted that they are extending the street.

Mr. Gary Reed, 1232 E. Pacific and owns a lot of the property around the area and believes that this will ruin his commercial property due to zoning over to Single Family Residential. He wants to build an auto-repair shop when he retires and with the houses

constructed there, he cannot build the auto repair shop. He has had engineers out to review and they noted that there will be stormwater issues in the area.

Mr. Colony asked about the properties that are zoned General Manufacturing and if there are houses on them.

Mr. Reed said that there are houses on those lots and has bought lots in the area in order to build his auto repair shop and he also questioned about hooking up the sewer.

Mr. Doennig closed the public hearing.

Mr. Knuckles asked what are the bufferyard requirements between general manufacturing and residential.

Mr. Hosmer noted they qualify for reduced bufferyard requirements area of 5 feet.

Mr. Coltrin asked how and when it was zoned general manufacturing.

Mr. Hosmer noted that it was probably rezoned in 1995 and believes it was thought since it was next to a railroad that they believed it was best as general manufacturing.

COMMISSION ACTION:

Mr. Colony motioned to recommend **approval** for Z-23-2021 w/COD #209 (1218, 1226 & 1238 East Pacific Street). Mr. Jobe seconded the motion. Ayes: Doennig, Coltrin, Knuckles, Colony, Jobe, and Lebeck. Nays: None. Abstain: None. Absent: Broekhoven. K. Bruce recused herself.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report



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

FEBRUARY 10, 2022

March 7, 2022

CASE: Z-23-2021 w/COD #209

ACRES: Approximately 0.30 acres

LOCATION: 1218, 1226 and 1238 East Pacific Street

EXISTING LAND USE: Undeveloped land

APPLICANT: Oke-Thomas Investments Inc.

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

STAFF RECOMMENDATIONS:
Approve

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



SUMMARY OF REQUEST:

Request to rezone approximately 0.30 acres of property generally located at 1218, 1226 and 1238 East Pacific Street from GM, General Manufacturing to R-TH, Residential Townhouse and establishing Conditional Overlay District No. 209.

FINDINGS FOR STAFF RECOMMENDATIONS:

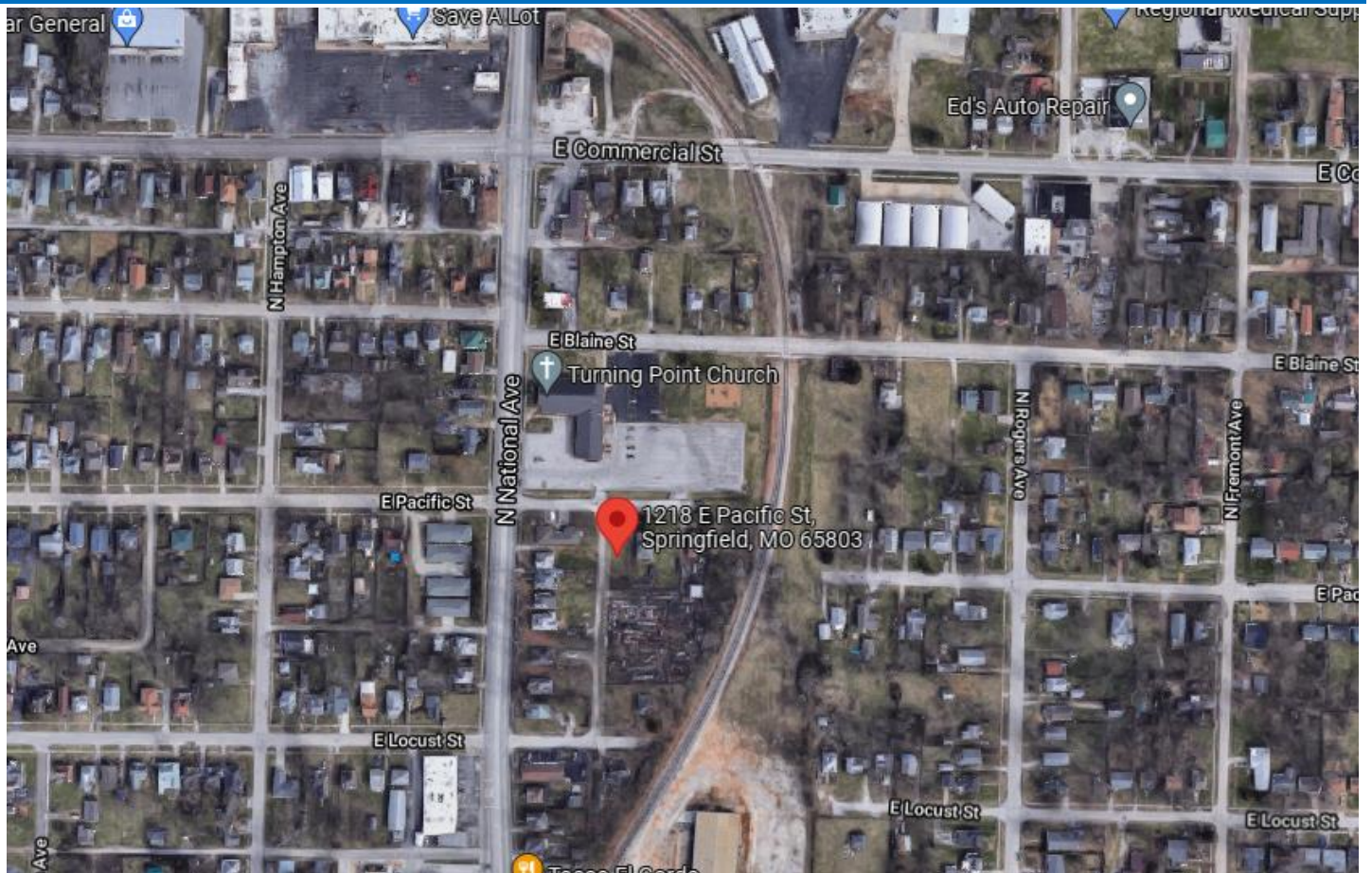
1. The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low Density Housing.
2. The *Plan* encourages residential developments to provide for a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents.
3. The R-TH district would be more consistent with the residential zoning located along National Avenue and the residential uses that are located between the subject properties.
4. This area is not suitable for General Manufacturing zoning as the neighboring properties are zoned R-TH or have residential uses.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GM	GM	Railroad right-of-way	R-TH
LAND USE	Church parking lot and basketball court	Undeveloped land	Railroad	Duplex and Single-family residence

Development Review Staff Report

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property was zoned GM in the city-wide remapping in 1994.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-TH
Use Limitations	(a) There shall be a separate platted lot of record for each single-family semi-detached or townhouse dwelling unit. (b) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (c) No use shall emit an odor than creates a nuisance as determined by chapter 2A, article X, Springfield City Code.
Maximum Structure Height	1. When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. 2. When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Lot size requirements	Minimum lot area: 1. Single-family detached dwellings and residential group homes: 5,000 square feet. 2. Duplexes: 7,500 square feet. 3. Each single-family semi-detached dwelling on a separate platted lot: 3,750 square feet. 4. Each townhouse on a separate platted lot: End lots: 4,000 square feet. Interior lots: 3,000 square feet. 5. All other uses: 7,500 square feet.
Minimum open space requirements	Not less than 20 percent
Bulk plane	None
Bufferyard and landscaping	A landscaping plan meeting the requirements of section 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted and approved for structures containing three or more townhouse dwelling units.

Development Review Staff Report



COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low Density Housing.

The *Plan* encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. It discourages large housing projects that consist of a single building type. It is recommended that some portion of each type of housing should, ideally, be available for occupancy on either an ownership or lease basis.

STAFF COMMENTS:

- 1) The applicant is requesting to rezone approximately 0.30 acres of property generally located at 1218, 1226 & 1238 East Pacific Street from GM, General Manufacturing to R-TH, Residential Townhouse and establishing Conditional Overlay District No. 209. The applicant intends to develop housing on each of the lots.
- 2) The R-TH district is intended to accommodate a variety of housing types, including single-family detached, single-family semi-detached, duplex, and townhouse dwellings, at low to moderate residential densities (approximately 11 units per acre). This district is also intended to function as a transition between the less intense single-family district and more intense multifamily districts.
- 3) The R-TH district is consistent with adjacent properties that have frontage on National Avenue. The two lots that are located between the subject properties are developed as single-family housing. Residential zoning would be more consistent with the surrounding properties in this area.
- 4) This area is not suitable for General Manufacturing zoning as the neighboring properties are zoned R-TH or have residential uses. Staff believes that the GM district is in this location due to the proximity to the railroad, however, the property in this area has not developed as manufacturing uses and is predominately residential. Pacific Street is not built to be used for industrial traffic.
- 5) The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on January 20, 2022. The meeting summary is attached (Attachment 3).

PUBLIC NOTIFICATIONS:

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

Notices sent to property owners within 185 feet:

Mailed: 13

Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No issues with proposed rezoning.

CITY UTILITIES:

No issues with proposed rezoning.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to rezoning. Public sewer is available for the address.

FIRE DEPARTMENT:

No issues.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Pacific Street as a Local-Residential roadway. The standard right-of-way width for E. Pacific Street is 25-feet from the centerline. It appears no additional right-of-way is needed along E. Pacific Street. E. Pacific Street is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for E. Pacific Street. On-street parking is allowed along E. Pacific Street.

DRIVEWAY ACCESS

There is currently two driveway access points onto the properties from E. Pacific Street. Access to this property will be allowed based on existing City of Springfield standards for a Local roadway.

SIDEWALK

There is not existing sidewalk along the property frontage of E. Pacific Street. Sidewalk is required to be constructed along the property frontage at the time of development. The applicant has the option to apply to the Administrative Review Committee for approval to pay a fee in lieu of sidewalk construction. If approved, the fee must be 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 two bus stops in the vicinity of this property along National Avenue.

IMPROVEMENTS

A Traffic Impact Study was not required as the change in zoning shows a decrease in the number of trips generated. Sidewalk is required to be constructed along the property frontage at the time of development. The applicant has the option to apply to the Administrative Review Committee for approval to pay a fee in lieu of sidewalk construction. If approved, the fee must be paid prior to issuance of a building permit. Pacific Street will need to be extended and constructed that meets the City of Springfield Public Works Design Standards. Public Improvement Plans are required and improvements constructed or funds escrowed prior to issuance of a building permit.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW	Required Street ROW
--	-------------	-----------------------	-------------------	---------------------	---------------------

Development Review Staff Report



				from Centerline (ft.) (Approx.)	from Centerline (ft.)
Street 1	E. Pacific Street	Local - Residential	Yes	25	25
		AM Peak	PM Peak	Weekday	Weekend
	Existing Trips Generated	7.9	7.9	49.77	
	*Proposed Trips Generated	5	6	47.4	
	Additional Trips Generated	-3.95	-3.16	-2.37	

*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 North 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. 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. For any increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3 of the City's Flood Control and Water Quality Protection Manual. This site primarily drains to the East. A fee in lieu of constructing onsite stormwater detention is a possibility based on the area of impervious area added.
2. Water quality will not be required per Chapter 10 Sec. 2.0. if greater than one acre of land is disturbed. Water quality is also required for less than one acre of disturbance if part of a larger common plan.
3. As-builts of the detention and water quality improvements are required.
4. Operation and maintenance agreements are required for any permanent stormwater control measures. O&M will need to be approved during the ProjectDox process and will be reviewed by ES-Water Quality per Chapter 12 Sec. 3.0. More details at the following link: <https://www.springfieldmo.gov/2120/Resources>.

Development Review Staff Report



REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-23-2021 & CONDITIONAL OVERLAY DISTRICT NO. 209

The requirements of *Section 36-381* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. Sidewalk is required to be constructed along the property frontage at the time of development. The applicant has the option to apply to the Administrative Review Committee for approval to pay a fee in lieu of sidewalk construction. If approved, the fee must be paid prior to issuance of a building permit.
2. Pacific Street shall be extended and constructed to meet the City of Springfield Public Works Design Standards. Public Improvement Plans are required, and improvements constructed, or funds escrowed prior to issuance of a building permit.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: GM to R-TH
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 01/20/2022 From 4:00 P.M. to 6:30 P.M.
3. Meeting Location: 1722 North National Avenue Springfield, MO. 65803
4. Number of invitations that were sent: 175(?)
5. How the mailing list was generated: The City
6. Number of neighbors in attendance (attach a sign-in sheet): 11
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

Of those in attendance, only two spoke against the rezoning. One was concern with noise, she felt that the development will add to the noise and traffic in the area. The other was from the owner of the two properties next to these developments. He is dead-set against the rezoning as he plans to start a junkyard business in the near future and he is upset that the church did not sell him the three properties so he could use it for his future junkyard business. He intends to speak against it in any public forum. Other than these two, there is wide spread support from all in attendance and they intend to speak in favor at any public forum.

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

We explained to the individual that was concern about noise and traffic that the development is for single family and she seems to be satisfied with the answer. As for the other neighbor, there is nothing we can do to satisfy his concern.

I, JOHN OKE-THOMAS (print name), attest that the neighborhood meeting was held on 01/20/2022 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

JOHN OKE-THOMAS
Signature of person completing affidavit

JOHN OKE-THOMAS
Printed name of person completing affidavit



Kayla Jordan

ATTENDANCE @ EAST PACIFIC STREET (1218, 1226 & 1236) REZONING

Date of Meeting: January 20, 2022

Time: 4:00 pm - 6:30 pm

Location: 1722 North National Avenue, Springfield, MO

Last Name	First Name	Address	Home Phone
Young	Stephen	1714 N Fremont	417-343-0626
Johnson	Eugene	1523 N Delaware	417-569-1305
Espinoza	Jessica	1626 N National	417-837-9428
Kirklin	Eric	1516 N Fairway	417-833-7279
Manley	Loy	1218 E Locust	417-880-3492
Johnson	Judy	1523 N. Delaware 03	417-869-1308
Maynard	Mark	1504 E Pythian St	918-231-4960
Espinoza	Jesus	2048 N Lyon	417-755-1202
Dean	Barbara	1426 E Pacific	417-865-3555 (?)
Reed	Gary	1232 E Pacific	417-339-0085
Green	Kaye	1432 E Pacific (Lot)	417-833-8409

DATE:	12-27-21	Telephone No.	417-379-0085
YOUR NAME:	Gary Reed		
YOUR ADDRESS:	1232 E. Pacific St.		
PROJECT ADDRESS:	1218, 1226 & 138 E. Pacific St.		

COMMENTS: I thought I owned 6 lots in that zone that are G.M. I bought them around 30 years ago because they were G.M. I do not want to increase he has done talked to the city & me about this now he wants to have a neighborhood. need just to waste my time
Thank you Gary Reed

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

2-23-21

One-rdg. _____
P. Hrngs. _____
Pgs. 39
Filed: 04-12-22

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 087

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into Schedule of Equipment
2 No. 4, which will become a part of its existing Master Equipment Lease
3 Purchase Agreement, the proceeds of which will be used to pay the costs
4 of acquiring equipment for the Springfield-Branson National Airport, and to
5 do all things necessary to carry out the lease-purchase transaction,
6 including the execution of certain documents in connection therewith; and
7 amending the budget of the City for Fiscal Year 2021-2022 in the amount
8 of \$1,815,000.
9 _____

10
11 WHEREAS, as authorized by Special Ordinance 27246, the City of Springfield,
12 Missouri (the "City"), as lessee, previously entered into a Master Equipment Lease
13 Purchase Agreement dated as of October 25, 2019 (the "Master Lease"), with The Central
14 Trust Bank, DBA Central Bank of the Ozarks, as lessor (the "Lessor"), pursuant to which the
15 City will from time to time lease certain equipment on a tax-exempt basis from the Lessor
16 pursuant to schedules of equipment thereto, on a year-to-year basis with an option to
17 purchase the Lessor's interest in such equipment; and
18

19 WHEREAS, the City desires to obtain funds to pay the costs of acquiring equipment
20 for the Springfield-Branson National Airport (as further described in Schedule No. 4 defined
21 below) (the "Equipment"); and
22

23 WHEREAS, the Finance Department has obtained a competitive rate quotation for
24 the financing; and
25

26 WHEREAS, the Equipment will be acquired in accordance with the City's Purchasing
27 Manual; and
28

29 WHEREAS, in order to facilitate the foregoing and to pay the cost of acquiring the
30 Equipment, it is necessary and desirable for the City to take the following actions:
31

- 32 1. Enter into Schedule of Equipment No. 4 to the Master Lease (which
33 incorporates the terms and conditions of the Master Lease), in substantially
34 the form attached hereto as "Exhibit 1" ("Schedule No. 4"), with the Lessor,
35 the party determined by the City to have submitted the most favorable
36 proposal in response to the City's request, pursuant to which the City, as

lessee, will lease the Equipment from the Lessor, on a year-to-year basis with an option to purchase the Lessor's interest in the Equipment; and

2. If determined to be necessary by the City, enter into an Escrow Agreement relating to Schedule No. 4 in substantially the form attached hereto as "Exhibit 2" (the "Escrow Agreement") with the Lessor and the escrow agent to be named therein, pursuant to which the proceeds of Schedule No. 4 will be held in trust by said escrow agent pending its use to purchase the Equipment financed under Schedule No. 4.
3. Execute and deliver a Federal Tax Certificate relating to Schedule No. 4 in substantially the form attached hereto as "Exhibit 3" (the "Tax Certificate"), setting forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the proceeds of Schedule No. 4.

(Schedule No. 4, the Escrow Agreement and the Tax Certificate are referred to collectively herein as the "City Documents"); and

WHEREAS, the maximum annual payments for Schedule No. 4 for the Equipment are appropriated in the Fiscal Year 2021-2022 operating budget and a budget adjustment is necessary to appropriate the proceeds of Schedule No. 4; and

WHEREAS, the amendment to the budget for the City for Fiscal Year 2021-2022 for the acquisition of the Equipment has been recommended and approved by the City Manager.

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

Section 1 – The financing of the Equipment is hereby approved, with the final terms to be set forth in the City Documents, in a form approved by the City Attorney, upon the execution thereof, and the signature of the City Manager shall constitute conclusive evidence of the City Manager's approval thereof and the City's approval thereof.

Section 2 – The City Manager, or his designee, is hereby authorized to sign and execute, for and on behalf of the City, the City Documents in substantially in the form and content as those attached hereto and incorporated herein by reference as "Exhibit 1," "Exhibit 2" and "Exhibit 3" with such changes therein as shall be consistent with the terms of this Ordinance and as are approved by the City Attorney and City Manager, the City Manager's signature thereon being conclusive evidence of approval thereof. The City Clerk is hereby authorized to affix the City's Seal to the City Documents, if necessary, and attest said Seal.

Section 3 – The obligation of the City to pay Rental Payments (as defined in the Master Lease) under Schedule No. 4 is subject to annual appropriation and will constitute a current expense of the City and will not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor will anything contained in Schedule No. 4 constitute a pledge of the general tax revenues,

funds or moneys of the City, and all provisions of Schedule No. 4 will be construed so as to give effect to such intent.

Section 4 – The City Council hereby amends the budget for the City for Fiscal Year 2021-2022 in the accounts and in the amounts as shown on Budget Adjustment 060, a copy of which is attached hereto and incorporated herein by reference as “Exhibit 4.”

Section 5 – The City Council hereby finds that the budget adjustment made above has been recommended by the City Manager. The City Council hereby directs the City Manager to cause the appropriate accounting entries to be made in the books and records of the City.

Section 6 – The officers of the City, including the City Manager, Finance Director, City Attorney and the City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable and are consistent with the intent of this Ordinance in order to carry out and perform the purposes of this Ordinance and to make any changes or additions to the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the City’s best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 7 – The City expects to make capital expenditures after the date of the adoption of this Ordinance in connection with acquisition of the Equipment, and the City intends to reimburse itself for such expenditures and also expenditures made with respect to acquisition of the Equipment on or after sixty days before the date of this Ordinance with proceeds received under Schedule No. 4 in an amount of \$1,815,000.

Section 8 – 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 Bennis, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022-087

FILED: 04-12-22

ORIGINATING DEPARTMENT: Finance

PURPOSE: Authorizing the City of Springfield, Missouri, to enter into a Master Equipment Lease Purchase Agreement and related Schedule of Equipment, the proceeds of which will be used to pay the costs of acquiring equipment for the City, to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2021-2022 in the amount of \$1,815,000.

BACKGROUND INFORMATION: The City has utilized a master lease agreement over the last several years as a low-cost means of acquiring capital equipment. This financing mechanism has allowed the City to acquire much-needed capital equipment at a very favorable interest rate. The financing term is five years. At the end of the five-year period, the City will own the equipment.

The proceeds of Schedule of Equipment No. 4 will be used to purchase and replace aging equipment for the Springfield-Branson National Airport (fire truck and wheel loader). The current equipment, while functioning, has outlived its useful life and is becoming difficult to maintain.

The transaction will be financed by Central Bank of the Ozarks under the existing Master Equipment Lease Purchase Agreement. The interest rate on this transaction is 3.24 percent. This is a five-year financing with quarterly payments.

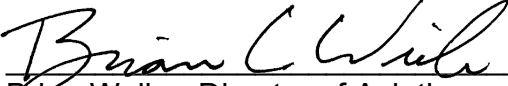
Submitted by:


David Holtmann, Director of Finance

Approved by:


Jason Gage, City Manager

Recommended by:


Brian Weiler, Director of Aviation

SCHEDULE OF EQUIPMENT NO. 4

COUNTERPART NO. ____ OF 2

LESSOR'S INTEREST IN, TO AND UNDER THE LEASE, CONSISTING OF THIS SCHEDULE AND THE INCORPORATED MASTER AGREEMENT AS IT RELATES TO THIS SCHEDULE, MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Schedule of Equipment No. 4 dated as of May 10, 2022 (the "Schedule"), to Master Equipment Lease Purchase Agreement dated as of October 25, 2019 (as amended and supplemented, the "Master Agreement" and, as further amended and supplemented by this Schedule, the "Lease"), each between The Central Trust Bank, DBA Central Bank of the Ozarks, as Lessor, and City of Springfield, Missouri, as Lessee.

1. Defined Terms. All terms used herein have the meanings ascribed to them in the Master Agreement.

2. Equipment. The Equipment included under this Schedule is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

3. Payment Schedule. The Rental Payments and Purchase Prices under this Schedule are set forth in the Payment Schedule attached as **Attachment 2** hereto.

4. Representations, Warranties and Covenants.

(a) Lessee hereby reaffirms its representations, warranties and covenants set forth in the Master Agreement as if made on the Commencement Date of the Lease and this Schedule.

(b) Lessee has provided lessor with audited financial statements through June 30, 2021. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due hereunder since June 30, 2021.

(c) Lessee has complied with such public bidding requirements as may be applicable to the Lease and this related Schedule, and the acquisition of the Equipment hereunder.

(d) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to include Lessor to enter into the Lease and this related Schedule, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

5. Tax-Exempt Interest Related Covenants, Representations and Warranties. Lessee hereby covenants, represents and warrants as follows:

(a) The estimated total costs of the Equipment listed in this Schedule, together with any costs of entering into this Schedule that are expected to be financed under this Schedule, will not be less than the total principal portion of the Rental Payments listed in this Schedule.

(b) The Equipment listed in this Schedule has been ordered or is expected to be ordered within six months of the commencement of this Schedule, and the Equipment is expected to be delivered, and the Vendor fully paid, within eighteen months of the commencement of this Schedule.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.

(d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.

(e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

(f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

(g) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

6. Incorporation of the Master Agreement Terms and Provisions. Lessee and Lessor hereby ratify and confirm the Master Agreement, the terms and provisions of which (other than to the extent that they relate solely to other Leases or Equipment listed on Schedules to other Leases), except as specifically amended under paragraph 7 below, are hereby incorporated by reference and made a part hereof.

7. Purchase Option; Prepayment. Lessee may exercise its purchase option with respect to the Equipment subject to this Lease on any Rental Payment Date at the applicable Purchase Price shown on the Payment Schedule attached hereto, all in accordance with Section 10.01 of the Master Agreement. Upon 30 days' prior written notice to Lessor, Lessee will also have the option to partially prepay outstanding principal components of Rental Payments under this Lease on any Rental Payment Date, without penalty. Following any such partial prepayment, Lessor will provide Lessee with a new Payment Schedule reflecting application of the prepayment to principal components in inverse order of their due date.

8. Other Provisions. None.

Dated: May 10, 2022.

**THE CENTRAL TRUST BANK,
DBA CENTRAL BANK OF THE OZARKS**

By: _____
Title: _____
Address: P.O. Box 3397
Springfield, MO 65808-3397

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager
Address: 840 Boonville Ave.
Springfield, MO 65802

APPROVED AS TO FORM:

_____, City Attorney

**ATTACHMENT 1 TO
SCHEDULE OF EQUIPMENT NO. 4**

EQUIPMENT DESCRIPTION

Equipment Description:

The Equipment consists of a fire truck and a wheel loader, to be used at the Springfield-Branson National Airport, 2300 N. Airport Boulevard, Springfield, Missouri 65802, together with any and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto:

This Equipment Description shall be deemed to be supplemented by the descriptions of the Equipment included in the Payment Requests and Acceptance Certificates submitted to The Central Trust Bank, DBA Central Bank of the Ozarks, as escrow agent, pursuant to the Escrow Agreement dated as of May 10, 2022, among Lessor, Lessee and The Central Trust Bank, DBA Central Bank of the Ozarks, in its capacity as escrow agent, which descriptions shall be deemed to be incorporated herein.

**ATTACHMENT 2 TO
SCHEDULE OF EQUIPMENT NO. 4**

PAYMENT SCHEDULE

Rental Payments will be made in accordance with **Section 4.01** of the Master Agreement and this Payment Schedule.

Principal Amount: \$1,815,000

Interest Rate: 3.24%; 30/360 basis

Rental Payment Date	Total Rental Payment	Interest Portion	Principal Portion	Purchase Price*
08/1/2022	\$ 98,539.84	\$ 13,231.35	\$ 85,308.49	\$1,729,691.51
11/1/2022	98,539.84	14,010.50	84,529.34	1,645,162.17
02/1/2023	98,539.84	13,325.81	85,214.03	1,559,948.14
05/1/2023	98,539.84	12,635.58	85,904.26	1,474,043.88
08/1/2023	98,539.84	11,939.76	86,600.08	1,387,443.80
11/1/2023	98,539.84	11,238.29	87,301.55	1,300,142.25
02/1/2024	98,539.84	10,531.15	88,008.69	1,212,133.56
05/1/2024	98,539.84	9,818.28	88,721.56	1,123,412.00
08/1/2024	98,539.84	9,099.64	89,440.20	1,033,971.80
11/1/2024	98,539.84	8,375.17	90,164.67	943,807.13
02/1/2025	98,539.84	7,644.84	90,895.00	852,912.13
05/1/2025	98,539.84	6,908.59	91,631.25	761,280.88
08/1/2025	98,539.84	6,166.38	92,373.46	668,907.42
11/1/2025	98,539.84	5,418.15	93,121.69	575,785.73
02/1/2026	98,539.84	4,663.86	93,875.98	481,909.75
05/1/2026	98,539.84	3,903.47	94,636.37	387,273.38
08/1/2026	98,539.84	3,136.91	95,402.93	291,870.45
11/1/2026	98,539.84	2,364.15	96,175.69	195,694.76
02/1/2027	98,539.84	1,585.13	96,954.71	98,740.05
05/1/2027	<u>99,539.84</u>	<u>799.79</u>	<u>98,740.05</u>	0.00
Totals	<u>\$1,971,796.80</u>	<u>\$156,796.80</u>	<u>\$1,815,000.00</u>	

* Lessee's option to purchase is subject to the provisions of Section 10.01 of the Master Agreement, as amended by paragraph 7 of this Schedule.

GILMORE & BELL, P.C.
DRAFT-MARCH 29, 2022

ESCROW AGREEMENT

This Escrow Agreement (the “Escrow Agreement”), dated as of May 10, 2022, and entered into among **THE CENTRAL TRUST BANK, DBA CENTRAL BANK OF THE OZARKS**, a Missouri banking corporation (together with its successors and assigns, “Lessor”), **CITY OF SPRINGFIELD, MISSOURI**, a home rule charter city and political subdivision existing under the laws of Missouri (“Lessee”), and **THE CENTRAL TRUST BANK, DBA CENTRAL BANK OF THE OZARKS**, a Missouri banking association, in its capacity as escrow agent (together with its successors and assigns, “Escrow Agent”).

Name of Acquisition Fund: “City of Springfield, Missouri Acquisition Fund-Schedule of Equipment No. 4”

Amount of Deposit into the Acquisition Fund: \$1,815,000

TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of the Schedule of Equipment No. 4 dated as of May 10, 2022 (the “Schedule”) to that Master Equipment Lease Purchase Agreement dated as of October 25, 2019 (the “Agreement,” and together with the Schedule, the “Lease”), between Lessor and Lessee.

2. Except as otherwise defined herein, all terms defined in the Agreement will have the same meaning for the purposes of this Escrow Agreement as in the Agreement.

3. Lessor, Lessee and Escrow Agent agree that Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. Escrow Agent will not be deemed to be a party to the Lease, and this Escrow Agreement will be deemed to constitute the entire agreement among Lessor, Lessee and Escrow Agent.

4. There is hereby established in the custody of Escrow Agent a special fund designated as set forth above (the “Acquisition Fund”) to be held and administered by Escrow Agent for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

5. Lessor will deposit in the Acquisition Fund the amount specified above. Moneys held by Escrow Agent hereunder will be invested and reinvested by Escrow Agent upon written order of an Authorized Lessee Representative as set forth on **Exhibit C** attached hereto, and in accordance with the Federal Tax Certificate executed by Lessee as of the date hereof, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, Escrow Agent will invest and reinvest such moneys in Qualified Investments described in **Section 6(vi)** below. Such investments will be held by Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments will be deposited in the Acquisition Fund, and any losses on such investments will be charged to the Acquisition Fund. Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

6. “Qualified Investments” means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that Escrow Agent or a third party acting solely as agent for Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated “Aaa” by Moody’s Investors Service or “AAAm-G” by Standard & Poor’s Ratings Services or the comparable rating by Fitch IBCA, Inc.

7. Moneys in the Acquisition Fund will be used by Lessee to pay for the cost of acquisition of the Equipment listed in the Lease and, if requested by Lessee, to pay certain costs of entering into the Lease. Such payment will be made from the Acquisition Fund upon presentation to Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit A**, executed by Lessee and approved by Lessor, together with an invoice for the cost of the acquisition of said Equipment and a written approval by Lessor of the Vendor to be paid, or in the event that certain costs of entering into the Lease are described in the Payment Request and Acceptance Certificate, an invoice specifying the amount of such costs. In making any disbursement pursuant to this **Section 7**, Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and Escrow Agent will not be required to make any inquiry, inspection or investigation in connection therewith. The approval of each Payment Request and Acceptance Certificate by Lessor will constitute unto Escrow Agent an irrevocable determination by Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

8. The Acquisition Fund will terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit B**, properly executed by Lessee and approved by Lessor, or (b) the presentation of written notification to Escrow Agent by Lessor, or, if Lessor has assigned its interest under the Lease, then the assignees or subassignees of all of Lessor’s interest under the Lease or an agent on their behalf, that the Lease has been terminated pursuant to **Section 3.03 (a)** or **(c)** of the Agreement. Upon termination as described in clause (a) of this paragraph, Lessor may direct Escrow Agent to disburse any amount remaining in the Acquisition Fund will be used to prepay the principal portion of Rental Payments unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Rental Payment Schedule attached to the Lease will be revised accordingly as specified by Lessor. Upon termination as described in clause (b) of this paragraph, any amount remaining in the Acquisition Fund will immediately be paid to Lessor or to any assignees or subassignees of Lessor’s interest in this Lease as directed in writing.

9. Escrow Agent may at any time resign by giving at least 30 days’ written notice to Lessee and Lessor, but such resignation will not take effect until the appointment of a successor Escrow Agent.

The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee upon at least 30 days' written notice to Escrow Agent. In the event of any resignation or removal of Escrow Agent, a successor Escrow Agent will be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent will indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent will, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent will deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent will cease and terminate. If a successor Escrow Agent has not been so appointed within 90 days of such resignation or removal, Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

10. Any corporation or association into which Escrow Agent may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, will be and become successor Escrow Agent hereunder and will be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

11. Escrow Agent incurs no responsibility to make any disbursements pursuant to this Escrow Agreement except from funds held in the Acquisition Fund. Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

12. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent will not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder will be limited to those specifically provided herein.

13. Unless Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

14. The aggregate amount of the costs, fees, and expenses of Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one-time fee in the amount of \$-0-, to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, Escrow Agent will be entitled to reimbursement from Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to Lessee and in no event will such reimbursement be made from funds held by Escrow Agent pursuant to this Escrow Agreement. Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Acquisition Fund for the payment of fees and expenses for services rendered by Escrow Agent under this Escrow Agreement or otherwise.

15. If Lessee, Lessor or Escrow Agent are in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but will not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent will be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and will be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

16. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other parties at their respective addresses shown on the signature page of this Escrow Agreement or at such other address as each such party shall from time to time designate in writing to the other parties; and shall be effective on the date or receipt.

17. Escrow Agent may consult with counsel of its own choice and will have full and complete authorization and protection for any action or non-action taken by Escrow Agent in accordance with the opinion of such counsel. Escrow Agent will otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

18. This Escrow Agreement will be governed by and construed in accordance with the laws of the state in which Escrow Agent is located.

19. In the event any provision of this Escrow Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

20. This Escrow Agreement may not be amended or assigned except by a written instrument executed by Lessor, Lessee and Escrow Agent.

21. This Escrow Agreement may be executed in several counterparts, each of which so executed will be an original.

22. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Signature page follows.]

23. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Escrow Agreement agree that they will provide to Escrow Agent such information as it may request, from time to time, in order for Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives as of the date set forth above.

**THE CENTRAL TRUST BANK,
DBA CENTRAL BANK OF THE OZARKS
LESSOR**

By: _____
Title: _____
Address: P.O. Box 3397
Springfield, MO 65808-3397

**CITY OF SPRINGFIELD, MISSOURI
LESSEE**

By: _____
Title: City Manager
Address: 840 Boonville Avenue
Springfield, MO 65802

APPROVED AS TO FORM:

_____, City Attorney

**THE CENTRAL TRUST BANK,
DBA CENTRAL BANK OF THE OZARKS
ESCROW AGENT**

By: _____
Title: _____
Address: P.O. Box 3397
Springfield, MO 65808-3397

EXHIBIT A

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: The Central Trust Bank, DBA Central Bank of the Ozarks
1800 S. Glenstone Avenue
Springfield, MO 65804

Re: City of Springfield, Missouri Acquisition Fund established by the Escrow Agreement, dated as of May 10, 2022 (the "Escrow Agreement"), among The Central Trust Bank, DBA Central Bank of the Ozarks, as lessor ("Lessor"), City of Springfield, Missouri, as lessee ("Lessee"), and The Central Trust Bank, DBA Central Bank of the Ozarks, in its capacity as escrow agent (the "Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the above-referenced Acquisition Fund to the person or corporation designated below as Payee, the amount set forth below in payment of a portion or all of the cost of the acquisition of the equipment or costs incurred in entering into the Lease described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment or costs incurred in entering into the Lease described below and has not formed the basis of any prior request for payment.

The equipment or costs described below are (a) part or all of the "Equipment" that is listed in Equipment Schedule No. 4 dated as of May 10, 2022 (the "Schedule"), to that certain Master Equipment Lease Purchase Agreement dated as of October 25, 2019 (the "Master Agreement," and together with the Schedule, the "Lease"), described in the Escrow Agreement or (b) costs incurred in entering into the Lease.

<u>Quantity</u>	<u>Serial Number</u>	<u>Item</u>	<u>Amount</u>
-----------------	----------------------	-------------	---------------

Payee: _____

Lessee hereby certifies and represents to and agrees with Lessor and Escrow Agent as follows:

- (1) The Equipment described above (a) has been delivered and accepted on the date hereof, or (b) the amount requested is a down payment currently due on said Equipment.
- (2) If (1)(a) is applicable, Lessee has conducted such inspection and/or testing of said Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said Equipment for all purposes.

- (3) If (1)(a) is applicable, Lessee is currently maintaining the insurance coverage required by **Section 7.02** of the Master Agreement.

Lessee hereby certifies and represents to Lessor and the Escrow Agent that no event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Master Agreement) exists at the date hereof.

Dated: _____, 20__.

CITY OF SPRINGFIELD, MISSOURI
LESSEE

By: _____
Title: _____

APPROVED FOR PAYMENT:

THE CENTRAL TRUST BANK,
DBA CENTRAL BANK OF THE OZARKS
LESSOR

By: _____
Title: _____

EXHIBIT B

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT
HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

Dated: _____, 20__.

CITY OF SPRINGFIELD, MISSOURI
LESSEE

By: _____
Title: _____

AUTHORIZED LESSEE REPRESENTATIVES

Each of the following person(s) is an **Authorized Lessee Representative** for Lessee authorized to execute documents and direct the Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Lessee's behalf (only one signature required):

Name	Specimen signature	Telephone No.
------	--------------------	---------------

Name	Telephone Number

GILMORE & BELL, P.C.
DRAFT-MARCH 29, 2022

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the “**Tax Certificate**”), is executed as of May 10, 2022, by the **CITY OF SPRINGFIELD, MISSOURI** (the “**City**”).

RECITALS

1. This Tax Certificate is being executed and delivered in connection with Schedule of Equipment No. 4 dated as of May 10, 2022 to that certain Master Equipment Lease Purchase Agreement dated as of October 25, 2019, in the principal amount of \$1,815,000 (collectively, the “**Lease**”), entered into by and between the City, as lessee, and Central Bank of the Ozarks, a Missouri banking corporation, as lessor (the “**Lessor**”).

2. The Internal Revenue Code of 1986, as amended (the “**Code**”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “**Regulations**”), impose certain limitations on the uses and investment of the proceeds of the Lease and of certain other money relating to the Lease, and set forth the conditions under which the interest component of rent payable under the Lease will be excluded from gross income for federal income tax purposes.

3. The City is executing this Tax Certificate in order to set forth certain facts, covenants, representations, and expectations relating to the use of the proceeds of the Lease and the property financed with those proceeds and the investment of the proceeds of the Lease and of certain other related money, in order to establish and maintain the exclusion of the interest component of rent payable under the Lease from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

4. The City adopted a Tax-Exempt Financing Compliance Procedure on May 7, 2012 (the “**Tax Compliance Procedure**”) for the purpose of setting out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Certificate is being entered into as required by the Tax Compliance Procedure for the purpose of setting out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Certificate, the City represents, covenants and agrees as follows:

Section 1. Definitions of Words and Terms. Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Lease, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

“Acquisition Fund” means the “City of Springfield, Missouri Acquisition Fund-Schedule of Equipment No. 4” established pursuant to the Escrow Agreement dated as of May 10, 2022, among the City, the Lessor and Central Bank of the Ozarks, in its capacity as escrow agent.

“Annual Compliance Checklist” means a checklist for the Equipment designed to measure compliance with the requirements of this Tax Certificate and the Tax Compliance Procedure after the Closing Date substantially in the form attached as **Exhibit D**.

“City” means the City of Springfield, Missouri.

“Closing Date” means May 10, 2022.

“Compliance Officer” means the City’s Director of Finance or, if the position of Director of Finance is vacant, the person filling the responsibilities of the Director of Finance for the City.

“Equipment” means a fire truck and wheel loader for use at the Springfield-Branson National Airport to be acquired by the City with proceeds of the Lease, as further described on **Exhibit C** to this Tax Certificate.

“Gross Proceeds” means the gross proceeds of the Lease, which include (a) sale proceeds (any amounts actually or constructively received by the City from the execution and delivery of the Lease, including amounts used to pay a discount or fees to the Lessor, but excluding pre-issuance accrued interest), (b) any amounts received from investing sale proceeds, (c) any amounts held in a sinking fund for the Lease, and (d) any amounts held in a pledged fund or reserve fund for the Lease. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the Acquisition Fund.

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

“IRS” means the Internal Revenue Service.

“Lease” means Schedule of Equipment No. 4, dated as of the date of this Tax Certificate, between the City, as lessee, and the Lessor, as lessor, in the principal amount of \$1,815,000 (which Schedule of Equipment No. 4 incorporates the terms and provisions of the Master Lease), the proceeds of which will be used to acquire the Equipment and pay certain costs of issuance in connection with the Lease.

“Lessor” means Central Bank of the Ozarks, a Missouri banking corporation.

“Management Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of the Equipment, such as a contract to manage the Equipment or a portion thereof. However, contracts for services that are solely incidental to the primary governmental function of the Equipment (for example, contracts for janitorial, office equipment repair, billing or similar services) are not treated as Management Agreements.

“Master Lease” means the Master Equipment Lease Purchase Agreement dated as of October 25, 2019, including the exhibits thereto, entered into between the Lessor, as lessor, and the City, as lessee, as amended from time to time.

“Measurement Period” means, with respect to the Equipment, the period beginning on the later of (i) the Closing Date or (ii) the date the property is placed in service, and ending on the earlier of (A) the final maturity date of the Lease or (B) the end of the expected economic useful life of the property.

“Non-Qualified Use” generally means any use of the Equipment in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of the Equipment by any other member of the general public. Generally, ownership, a lease, or any other use that provides a Non-Qualified User a special legal right or entitlement to use the Equipment will constitute Non-Qualified Use.

“Non-Qualified User” means any person or entity other than the City.

“Opinion of Special Tax Counsel” means the written opinion of Special Tax Counsel addressed to the City to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest component of rent on the Lease from gross income for federal income tax purposes or an opinion describing additions, modifications or additional procedures required to preserve the interest component of rent on the Lease from gross income for federal income tax purposes.

“Post-Issuance Tax Requirements” means those requirements related to the use of Gross Proceeds, the use of the Equipment and the investment of Gross Proceeds after the Closing Date.

“Qualified Use Agreement” means any of the following:

(1) A lease or other short-term use by members of the general public who use the Equipment on a short-term basis in the ordinary course of the City’s governmental purposes.

(2) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of the Equipment under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Equipment under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(3) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 100 days in length pursuant to arrangements whereby (a) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (b) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (c) the Equipment was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Equipment under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(4) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 50 days in length pursuant to a negotiated arm’s-length

arrangement at fair market value so long as the Equipment was not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Regulations” means United States Treasury Regulations governing obligations the interest on which is excluded from gross income for federal income tax purposes under Code §§ 103 and 141-150.

“Special Tax Counsel” means Gilmore & Bell, P.C.

“State” means the State of Missouri.

“Tax Compliance File” means documents and records for the Lease maintained by the Compliance Officer pursuant to this Tax Certificate and the Tax Compliance Procedure.

“Tax Compliance Procedure” means the City’s Tax-Exempt Financing Compliance Procedure, dated May 7, 2012.

“Yield” means the yield on the Lease, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

Section 2. Purpose of Lease. On the Closing Date, the Lessor will disburse all proceeds of the Lease in the aggregate principal amount of \$1,815,000 for deposit into the Acquisition Fund. Of this amount, \$1,800,000 will be used to acquire the Equipment, and \$15,000 will be used to pay costs of executing and delivering the Lease.

Section 3. Accounting for Gross Proceeds. The City will account for the sale proceeds of the Lease as follows: All sale proceeds will be used to acquire the Equipment and pay related costs of executing and delivering the Lease as described in **Section 2** of this Tax Certificate. If proceeds are used differently than as shown in **Section 2** of this Tax Certificate, not later than 18 months after (1) the purchase of the Equipment, or (2) the date the Equipment is placed in service, the City will prepare a final written allocation as required by the Tax Compliance Procedure, a sample form of which is attached hereto as **Exhibit E**.

Section 4. Project Completion. The City has incurred, or will incur within 6 months after the Closing Date, a substantial binding obligation to a third party to spend at least 5% of the proceeds of the Lease on the Equipment. The acquisition of the Equipment and the allocation of the proceeds of the Lease to expenditures will proceed with due diligence. At least 85% of the proceeds of the Lease will be allocated to expenditures for the Equipment within 3 years after the Closing Date.

Section 5. Funds or Accounts. The following fund has been established for the Lease:

- Acquisition Fund.

No other funds or accounts have been established to hold sale proceeds of the Lease, and no other funds or accounts of the City have been or will be established that will contain other money that will be used to make, or secure, rental payments under the Lease.

Section 6. Rebate and Yield Restriction.

(a) *Lessor's Certificate – Issue Price.* The Lessor has represented in the Lessor Certificate, dated as of the Closing Date and included in the Transcript at Tab 8, that on the date hereof it has purchased the Lease for the aggregate principal amount of \$1,815,000, without accrued interest, and that it intends to hold the Lease for its own account as an investment with no present intent to sell, assign or transfer the Lease. Based on the certifications of the Lessor in the Lessor Certificate, the City elects to establish the issue price of the Lease pursuant to Regulations § 1.148-1(f)(2)(i) and, accordingly, the issue price will be the price paid by the Lessor (\$1,815,000).

(b) *Lease Yield.* Based on the issue price, Special Tax Counsel has determined that the Yield on the Lease is 3.2532%. The amortization schedule and calculation of the Yield on the Lease is attached to this Tax Certificate as **Exhibit A**. The City has not entered into an interest rate swap agreement with respect to any portion of the Lease.

(c) *Rebate and Yield Restriction Requirement.* All sale proceeds of the Lease and any amounts received from investing the sale proceeds of the Lease are expected to be allocated to expenditures for the Equipment within 6 months of the Closing Date. Prior to the expenditure of these amounts, the City expects to invest the sale proceeds in a money market account at a Yield that is less than the Yield on the Lease. The City has not created or established, and does not expect to create or establish, any sinking fund, reserve fund, pledge fund, or other similar fund (1) that is reasonably expected to be used to pay the rental payments, or (2) that may be used solely to prevent a default in the payment of the rental payments if the City encounters financial difficulty. If these amounts are invested and allocated to expenditures as set forth in this paragraph, and if the City does not establish any sinking fund, reserve fund, pledge fund, or similar fund with respect to the Lease, then no rebate or Yield reduction computations will be necessary for the Lease. If these amounts are not invested and spent as set forth in this paragraph, the City will engage Special Tax Counsel, an independent certified public accountant, or a rebate analyst to compute arbitrage rebate on the Lease and to pay rebate to the United States at least once every five years, and within 60 days after the final maturity of the Lease in accordance with Code § 148(f).

Section 7. Use of Equipment.

(a) *General.* The Equipment will be owned by the City throughout the Measurement Period. No portion of the Equipment is expected to be used in a Non-Qualified Use during the Measurement Period. Unless the City obtains an Opinion of Special Tax Counsel, the City will not enter into any agreement other than a Qualified Use Agreement with respect to the Equipment.

(b) *Agreements.* As of the Closing Date, the City does not have any agreements with Non-Qualified Users that relate to the use or operation of the Equipment. During the Measurement Period, the City will not enter into or renew any agreement with any Non-Qualified User with respect to the Equipment without first obtaining an opinion of Special Tax Counsel.

(c) *Leases.* As of the Closing Date, the City has not entered into any leases (or subleases) with Non-Qualified Users other than Qualified Use Agreements with respect to the Equipment. During the Measurement Period, the City will not enter into or renew any leases with any Non-Qualified Users other than Qualified Use Agreements with respect to the Equipment without first obtaining an opinion of Special Tax Counsel.

(d) *Written Policies and Procedures of the City.* The City intends for the Tax Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for

monitoring compliance with the Post-Issuance Tax Requirements for the Lease and to supplement any other formal policies and procedures related to the Post-Issuance Tax Requirements that the City has established. The provisions of this Tax Certificate are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

(e) *Compliance Officer.* The City, when necessary to fulfill the Post-Issuance Tax Requirements, will, through the Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction payments, participate in any federal income tax audit of the Lease or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12.

(f) *Annual Compliance Checklists.* Attached as **Exhibit D** is a form of Annual Compliance Checklist for the Equipment. The Compliance Officer will prepare and work with appropriate officials of the City to complete an Annual Compliance Checklist for the Equipment at least annually. In the event an Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Compliance Officer will obtain an Opinion of Special Tax Counsel and take actions to correct any deficiency.

Section 8. Record Keeping. The Compliance Officer will maintain the Tax Compliance File for the Lease in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Special Tax Counsel or to the extent otherwise provided in this Tax Certificate, the Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (i) the Lease or (ii) any obligation issued to refund the Lease. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the City, and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the City's premises.

Section 9. Miscellaneous

(a) *Reimbursement of Expenditures; Official Intent.* On May 2, 2022, the governing body of the City adopted an ordinance declaring the intent of the City to finance the Equipment with proceeds of a tax-exempt obligation and to reimburse the City for expenditures made for the Equipment prior to the issuance of the tax-exempt obligation. A copy of the ordinance is attached to this Tax Certificate as **Exhibit F**. Any reimbursement allocation made by the City will comply with Regulations § 1.150-2. \$_____ of proceeds of the Lease will be disbursed to reimburse the City for expenditures made in connection with the acquisition of the Equipment prior to the Closing Date.

(b) *Form 8038-G.* A copy of the completed and fully executed IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) is attached to this Tax Certificate as **Exhibit B**. The Form 8038-G was prepared by Special Tax Counsel based on representations and covenants by the City contained in this Tax Certificate or otherwise made by the City. The information contained on Form 8038-G is true, complete and correct to the knowledge of the undersigned and the undersigned is authorized to sign the Form 8038-G on behalf of the City and deliver it to Special Tax Counsel for filing with the IRS.

(c) *Single Issue; No Other Issues.* The Lease constitutes a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the City (1) are being sold within 15 days of the sale of the Lease, (2) are being sold under the same plan of financing as the Lease, and (3) are expected to be paid from substantially the same source of funds as the Lease (disregarding guarantees from unrelated parties, such as bond insurance).

(d) *Bank Qualification.* The Lease is not designated as a “qualified tax-exempt obligation” under Code § 265(b)(3).

(e) *No Federal Guaranty.* The payment of rent on the Lease is not, and the City will not permit the payment of rent on the Lease to be, directly or indirectly guaranteed by the United States of America or any agency thereof.

(f) *Registration Requirement; Record Owner.* The City will maintain or cause to be maintained a record of the owner(s) of the Lease and the person/entity entitled to the receipt of the interest components of rent payments on the Lease. Transfer of ownership of the Lease is effective only if entered in these records. The Lease will be held in registered form within the meaning of Code § 149(a).

(g) *Reliance.* The City understands that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., as Special Tax Counsel, in rendering its opinion as to the validity of the Lease and the exclusion from federal gross income of the interest component of rent payments payable by the City under the Lease.

(h) *Enforceability.* If any provision in this Tax Certificate or in the Lease is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

(i) *Electronic Transactions.* The transaction described in this Tax Certificate may be conducted, and related documents may be stored, by electronic means.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the undersigned, by execution of this Tax Certificate, hereby makes the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the City.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

APPROVED AS TO FORM:

_____, City Attorney

EXHIBIT A

LEASE AMORTIZATION SCHEDULE, CALCULATION OF WEIGHTED AVERAGE MATURITY AND CALCULATION OF YIELD ON THE LEASE

Schedule of Lease Payments							
	Amort.						
Payment	Pmt.	Interest	Payments			Principal	Bond
Date	No.	Rate	Interest	Principal	Total	Balance	Years
5/10/2022							
5/10/2022	-					\$ 1,815,000.00	-
8/1/2022	1	3.240%	13,231.35	85,308.49	98,539.84	1,729,691.51	19.194
11/1/2022	2	3.240%	14,010.50	84,529.34	98,539.84	1,645,162.17	40.151
2/1/2023	3	3.240%	13,325.81	85,214.03	98,539.84	1,559,948.14	61.780
5/1/2023	4	3.240%	12,635.58	85,904.26	98,539.84	1,474,043.88	83.757
8/1/2023	5	3.240%	11,939.76	86,600.08	98,539.84	1,387,443.80	106.085
11/1/2023	6	3.240%	11,238.29	87,301.55	98,539.84	1,300,142.25	128.770
2/1/2024	7	3.240%	10,531.15	88,008.69	98,539.84	1,212,133.56	151.815
5/1/2024	8	3.240%	9,818.28	88,721.56	98,539.84	1,123,412.00	175.225
8/1/2024	9	3.240%	9,099.64	89,440.20	98,539.84	1,033,971.80	199.004
11/1/2024	10	3.240%	8,375.17	90,164.67	98,539.84	943,807.13	223.158
2/1/2025	11	3.240%	7,644.84	90,895.00	98,539.84	852,912.13	247.689
5/1/2025	12	3.240%	6,908.59	91,631.25	98,539.84	761,280.88	272.603
8/1/2025	13	3.240%	6,166.38	92,373.46	98,539.84	668,907.42	297.904
11/1/2025	14	3.240%	5,418.15	93,121.69	98,539.84	575,785.73	323.598
2/1/2026	15	3.240%	4,663.86	93,875.98	98,539.84	481,909.75	349.688
5/1/2026	16	3.240%	3,903.47	94,636.37	98,539.84	387,273.38	376.180
8/1/2026	17	3.240%	3,136.91	95,402.93	98,539.84	291,870.45	403.077
11/1/2026	18	3.240%	2,364.15	96,175.69	98,539.84	195,694.76	430.386
2/1/2027	19	3.240%	1,585.13	96,954.71	98,539.84	98,740.05	458.111
5/1/2027	20	3.240%	799.79	98,740.05	99,539.84	-	491.232
Total			156,796.80	1,815,000.00	1,971,796.80		4,839.408
Lease Statistics							
Principal amount			\$	1,815,000.00	Day-Count Method		30/360
Interest rate				3.240%	Computed Payment Amount		\$98,665.38
Dated date				5/10/2022	Actual Payment Amount		\$98,539.84
Issue date				5/10/2022	Days of accrued interest		-
First interest payment				8/1/2022	Accrued interest		\$0.00
First principal payment				8/1/2022	Bond years		4,839.408
Last payment				5/1/2027			
No. of principal payments per year				4	Weighted avg. maturity (years)		2.6663
Total no. of principal payments				20	Lease yield		3.253239%
Denomination			0.01		Net interest cost		3.240000%

Proof of Arbitrage Yield				
	Days		Pres. Val.	Present
Payment	After	Lease	Factor	Value to
Date	Closing	Payments	3.25324%	5/10/2022
5/10/2022				
5/10/2022	-	-	1.0000000	-
8/1/2022	81	98,539.84	0.9927654	97,826.94
11/1/2022	171	98,539.84	0.9847883	97,040.88
2/1/2023	261	98,539.84	0.9768754	96,261.14
5/1/2023	351	98,539.84	0.9690260	95,487.66
8/1/2023	441	98,539.84	0.9612396	94,720.40
11/1/2023	531	98,539.84	0.9535159	93,959.30
2/1/2024	621	98,539.84	0.9458542	93,204.32
5/1/2024	711	98,539.84	0.9382541	92,455.41
8/1/2024	801	98,539.84	0.9307150	91,712.51
11/1/2024	891	98,539.84	0.9232365	90,975.58
2/1/2025	981	98,539.84	0.9158181	90,244.57
5/1/2025	1,071	98,539.84	0.9084593	89,519.44
8/1/2025	1,161	98,539.84	0.9011597	88,800.13
11/1/2025	1,251	98,539.84	0.8939187	88,086.60
2/1/2026	1,341	98,539.84	0.8867359	87,378.81
5/1/2026	1,431	98,539.84	0.8796108	86,676.70
8/1/2026	1,521	98,539.84	0.8725429	85,980.24
11/1/2026	1,611	98,539.84	0.8655319	85,289.37
2/1/2027	1,701	98,539.84	0.8585771	84,604.05
5/1/2027	1,791	99,539.84	0.8516783	84,775.92
Total		1,971,796.80		1,815,000.00
Yield Target Amount:				
Principal			1,815,000.00	
Original issue premium/discount			-	
Sale proceeds			1,815,000.00	
Accrued interest			-	
Total				1,815,000.00
Difference				(0.00)
Lease yield				3.2532390%

EXHIBIT B

IRS FORM 8038-G

[Post Closing Item – to be prepared and filed by Gilmore & Bell.]

EXHIBIT C

DESCRIPTION OF THE EQUIPMENT

[To be prepared by Gilmore & Bell.]

EXHIBIT D

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt obligation (“Schedule No. 4”) financing the Equipment:	This Annual Compliance Checklist is designed to cover Schedule of Equipment No. 4 dated May 10, 2022 (“Schedule No. 4”) to Master Equipment Lease Purchase Agreement dated as of October 25, 2019, each between Central Bank of the Ozarks, as lessor, and the City of Springfield, Missouri, as lessee.
Placed in service date of the Equipment:	
Name of Compliance Officer:	
Period covered by request (“Annual Period”):	

Item	Question	Response
1 Ownership	For federal income tax purposes, was all of the Equipment owned by the City for federal tax purposes during the entire Annual Period?	☐ Yes ☐ No
	If answer above was “No,” was an Opinion of Special Tax Counsel obtained prior to the transfer?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax Compliance File.	
	If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	
2 Leases & Other Rights to Possession	During the Annual Period, was any of the Equipment subleased to or used by individuals or entities other than the City or employees of the City at any time pursuant to a lease or similar agreement for more than 50 days?	☐ Yes ☐ No
	If answer above was “Yes,” was an Opinion of Special Tax Counsel obtained prior to entering into the lease or other arrangement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax Compliance File.	
	If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of any portion of the Equipment (e.g., has the City hired any organization to operate or manage the facilities in which the Equipment is being used) been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was “Yes,” was an Opinion of Special Tax Counsel obtained prior to entering into the arrangement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax Compliance File.	
	If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	

EXHIBIT E

SAMPLE FINAL WRITTEN ALLOCATION

\$1,815,000

**SCHEDULE OF EQUIPMENT NO. 4 DATED MAY 10, 2022 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF OCTOBER 25, 2019,
BETWEEN
CENTRAL BANK OF THE OZARKS, AS LESSOR
AND
CITY OF SPRINGFIELD, MISSOURI, AS LESSEE**

The undersigned is the Compliance Officer of the City of Springfield, Missouri (the “City”), and in that capacity is authorized to execute federal income tax returns required to be filed by the City and to make appropriate elections and designations regarding federal income tax matters on behalf of the City. This allocation of the proceeds of the tax-exempt obligation referenced above (collectively, the “Lease”) is necessary for the City to satisfy ongoing reporting and compliance requirements under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Lease proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the “Code”). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the City or, if later, the date the “project” was “placed in service” (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Lease.

Background. The Lease was executed and delivered on May 10, 2022 (the “Closing Date”), by the City. The Lease was executed and delivered in order to provide funds needed to acquire a fire truck and wheel loader for use at the Springfield-Branson National Airport (the “Equipment”) and to pay certain costs of issuance. Proceeds of the Lease were disbursed on the Closing Date for deposit in the Acquisition Fund established under Escrow Agreement dated as of May 10, 2022, among the City, Central Bank of the Ozarks, as lessor, and Central Bank of the Ozarks, in its capacity as escrow agent.

Sources Used to Fund Equipment Costs and Allocation of Proceeds to Equipment Costs. A portion of the costs of acquiring the Equipment was paid from sale proceeds of the Lease and the remaining portion of the costs of the Equipment was paid from earnings from the investment of Lease proceeds and from other money of the City as shown on **Schedule 1** to this Final Written Allocation.

Identification of Financed Assets. The portions of the Equipment financed from Lease proceeds (i.e., the “Description of Equipment” listed in **Exhibit C** to the City’s Federal Tax Certificate) are listed on page 1 of **Schedule 2** to this Final Written Allocation.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the City allocates the proceeds of the Lease to the various expenditures described in the invoices, requisitions or other substantiation attached as **Schedule 2** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the City for an amount it had previously paid or incurred. Amounts received from proceeds of the Lease and retained as purchaser’s discount are allocated to that purpose and spent on the Closing Date. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Lease.

Placed In Service. The Equipment was “placed in service” on the date set out on **Schedule 2** to this Final Written Allocation. For this purpose, the assets are considered to be “placed in service” as of the date on which, based on all the facts and circumstances: (1) the constructing and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (2) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The City reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: _____

Dated: _____

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:

Date of Review: _____

SCHEDULE 1
TO FINAL WRITTEN ALLOCATION

ALLOCATION OF SOURCES AND USES

[Attach Spreadsheet after acquisition of the Equipment is completed.]

**SCHEDULE 2
TO FINAL WRITTEN ALLOCATION**

**IDENTIFICATION OF FINANCED ASSETS
AND
DETAILED LISTING OF EXPENDITURES**

[Attach Spreadsheet after acquisition of the Equipment is completed.]

EXHIBIT F

DECLARATION OF INTENT

[See Document 5 (City's Ordinance) in the Transcript of Documents.]

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 4

Budget Adjustment
060

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51100	01	40020	408070	000000	00000	\$ 1,815,000	Loan Proceeds - Capital Lease
Net Revenue Adjustment						\$ 1,815,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51100	01	40020	508170	000000	00000	\$ 1,800,000	Purchase of Airport Fire Truck and Wheel Loader
51100	01	40020	509350	000000	00000	15,000	Cost of Issuance
Net Expenditure Adjustment						\$ 1,815,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY22 budget by appropriating lease proceeds for the purchase of equipment for Airport operating needs.

Requested By:

Brian C. Welch 4-11-2022
Department Head Date

Approved By:

D. J. Holt 4-11-2022
Director of Finance Date
Jason A. Page 4-11-2022
City Manager Date

Authorization:

Council Bill No. 2022-087
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 04-12-22

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 088

GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 36, 'Land Development Code of the City of Springfield,' Article XIX, 'Energy Conservation Code,' by updating from the 2012 to the 2018 version of the International Energy Conservation Code, as modified herein.

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

Section 1 – Springfield City Code, Chapter 36, Article XIX, 'Energy Conservation Code,' is hereby repealed in its entirety and replaced with the following:

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

ARTICLE XIX. – 2018 INTERNATIONAL ENERGY CONSERVATION CODE

Sec. 36-1901. – Adoption of the "2018 International Energy Conservation Code."

City Council hereby adopts the "2018 International Energy Conservation Code" as published by the International Code Council, except such portions thereof as are hereinafter deleted, modified, or amended. This code shall be designated as Article XIX, International Energy Conservation Code, of Chapter 36 of the Springfield City Code, known as the Land Development Code. One (1) copy of said Code is on file in the office of the City Clerk, Busch Municipal Building, 840 Boonville Avenue, Springfield, Missouri.

Sec. 36-1902. – Deletions, modifications, amendments, and additions.

The "2018 International Energy Conservation Code," as adopted, is hereby amended as follows:

- (a) Chapter 1 is repealed in its entirety because code enforcement is covered in Springfield City Code Chapter 36, Land Development Code, Article I, Administration and Enforcement of Codes and Article X, Uniform Enforcement Procedures.

- (b) Because Chapter 1 is repealed in its entirety, any cross references to Chapter 1 in subsequent chapters are replaced by the provisions in Article I that correspond, in content, to such cross references.
- (c) All adopted chapters and appendices of the IECC shall be amended, from time to time, in accordance with all errata identified and published by the International Code Council after the date of the IECC's first printing.

Section C402 Building Envelope Requirements

C402.1.1 Low Energy Buildings

The following low energy buildings, or portions thereof, separated from the remainder of the building by *building-thermal-envelope* assemblies complying with this section, shall be exempt from the *building-thermal-envelope* provisions of section C402.

1. Those with a peak design rate of energy usage, less than 3.4 15 Btu/h*ft² (~~40.7~~ 47.3 W/m²).

4. Storage Groups 'S-1/S-2'

5. Utility and Miscellaneous Group 'U'

6. Factory Group 'F-1/F-2'

Section C403 Building Mechanical Systems

C403.7.7 Shutoff damper controls.

Exceptions:

Gravity dampers shall be permitted for building of any height located in Climate Zones 1, 2, ~~or 3,~~ and 4.

C405 Electrical Power and Lighting Systems

C405.2 Lighting Controls (Non-Mandatory)

C405.4 Exterior lighting power Requirements (Non-Mandatory)

C408 MAINTENANCE INFORMATION AND SYSTEM COMMISSIONING ~~System~~ Commissioning (Non-Mandatory)

C503.1 Exceptions:

7. Renovations to existing buildings where it is technically infeasible to conform to the IECC, as approved by the Building Official.

86 "IECC—RESIDENTIAL PROVISIONS," pp. R-1 through R-59 are deleted in
87 their entirety.

88
89 Sec. 36-1903. – Penalty clause.

90
91 Any person who: violates this article; fails to comply with any order issued pursuant
92 to any section thereof; or, erects, constructs, alters, or repairs a building, structure,
93 or system in violation of an approved plan or directive of the code official or of a
94 permit or certificate issued under the provisions of these codes, shall be guilty of a
95 violation of a municipal ordinance and upon conviction thereof shall be punished as
96 provided in section 1-7 of the City Code. Any fine imposed shall not be less than
97 \$200.00 for the first offense, \$400.00 for the second offense, and \$500.00 for every
98 offense thereafter. Each day that a violation continues, after a service of notice as
99 provided for in these codes, shall be deemed a separate offense. Notice as set forth
100 in section 36-166 shall not be required to prosecute a person for a violation of any
101 provision of this article or these codes, except such notice shall be required to
102 prosecute a person for failure to comply with an order.

103
104 Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to
105 affect any suit or proceeding now pending in any court, any rights acquired, any liability
106 incurred, or any cause or causes of action accrued or existing, under any act or
107 ordinance repealed hereby, nor shall any right or remedy of any character be lost,
108 impaired, or affected by this Ordinance.

109
110 Section 3 – Severability Clause. If any section, subsection, sentence, clause,
111 or phrase of this Ordinance is for any reason held to be invalid, such decision shall not
112 affect the validity of the remaining portions of this Ordinance. Council hereby declares
113 that it would have adopted the ordinance and each section, subsection, sentence,
114 clause, or phrase thereof, irrespective of the fact that any one or more sections,
115 subsections, sentences, clauses, or phrases be declared invalid.

116
117 Section 4 – This Ordinance shall be in full force and effect on January 1, 2023.

118
119 Passed at meeting: _____

120
121 _____
122 Mayor

123
124 Attest: _____, City Clerk

125
126 Filed as Ordinance: _____

127
128 Approved as to form: Duke M. Donald, Assistant City Attorney

129
130
131 Approved for Council action: Jason A. Hays, City Manager
132

EXPLANATION TO COUNCIL BILL 2022-088

FILED: 04-12-22

ORIGINATING DEPARTMENT: Building Development Services

PURPOSE: To amend Chapter 36 of the Springfield City Code, known as the 'Land Development Code' Article XIX, International Energy Conservation Code, by replacing the 2012 International Energy Conservation Code with the 2018 International Energy Conservation Code, amending the 2018 code, and enacting new subsections for it.

BACKGROUND AND REMARKS: On November 18, 2019, the City Council approved Ordinance 6563, which adopted the 2012 International Energy Conservation Code ("IECC"), with certain amendments, as Article XIX of Chapter 36 (i.e., "Land Development Code") of the Springfield City Code. This Ordinance also declared the intent of the City Council to adopt either the 2018 or 2021 IECC, to take effect on January 1, 2023, upon soliciting input from stakeholders and reporting to the City Council by June 30, 2022.

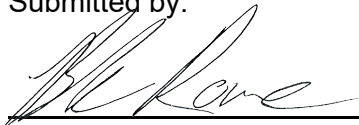
The current energy conservation code is the 2012 edition, with some modifications. By adopting the 2018 edition of the International Energy Conservation Code all construction codes will be of the same editions making cross references between codes consistent. Being on the same edition of construction codes allows developers, designers, and owners provisions that will benefit citizens and the development community due to cross references between adopted codes. Having all codes on the same edition would be in the best interest of the community by having all codes on the same review cycle.

During several meetings with the development community the proposed modification would not hinder development in the City of Springfield but adopting the 2018 edition with these modifications would improve the energy efficiency of all commercial buildings. The proposed modifications deal with buildings that have a low occupancy load and therefore a low energy consumption. By adopting the 2018 edition of the International Energy Conservation Code the develop and designer teams will have a better tool to make commercial buildings in Springfield more efficient.

The residential provisions of the 2018 International Energy Conservation Code are identical to Chapter 11 of the 2018 International Residential Code. Removing these provisions will reduce confusion between the two codes. The residential code is used by one- and two-family dwellings only and the removal of these provisions would bring all requirements into the same book creating a smoother design and enforcement of codes.

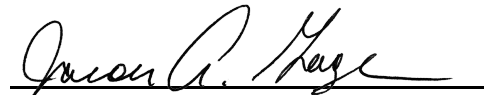
The proposed amendments were discussed in meetings with members of the Home Builders Association, Springfield Contractors Association, Missouri Society of Professional Engineers, the local chapter of the American Institute of Architects, the Sierra Club, and the Development Issues Input Group. The City has considered their input and made modifications to the ordinances and has no objection to the proposed amendments.

Submitted by:



Brock Rowe, Interim Director of
Building Development Services

Approved By:



Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 04-12-22

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022 - 089

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 2, 'Administration,' Article VI, 'Finances,'
2 Division 2, 'Purchasing,' Section 2-401, 'Purchasing Manual,' Chapter 3,
3 'Exceptions to Normal Purchasing Procedures,' Section 13-3.312, for the
4 purpose of allowing retired Fire Marshalls to purchase their service weapons.
5 _____
6

7 WHEREAS, in 2019 the Springfield Police Department instituted a program to allow
8 retiring police officers to purchase their service weapons; and
9

10 WHEREAS, the current program is limited to sworn law enforcement officers retiring in
11 good standing from the Police Department; and
12

13 WHEREAS, the Fire Department employs Fire Marshalls, who are sworn law
14 enforcement officers commissioned through the Police Department and who are issued service
15 weapons; and
16

17 WHEREAS, the Fire Marshalls, do not currently qualify to purchase their service
18 weapons upon retirement as they are not Police Department employees; and
19

20 WHEREAS, this proposal would expand the existing program to include Fire Marshalls
21 who are commissioned as law enforcement officers by the Police Department and are retiring
22 from the Fire Department.
23

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

27 (NOTE: Underlined language is to be added. Language to be removed is stricken.)
28

29 Section 1 – City Council hereby amends the Springfield City Code, Chapter 2,
30 'Administration,' Article VI, 'Finances,' Division 2, 'Purchasing,' Section 2-401, 'Purchasing
31 Manual,' Chapter 3, 'Exceptions to Normal Purchasing Procedures,' Section 13-3.312, which
32 section and subsections shall read as follows:
33

34 13-3.312 DISPOSAL OF SERVICE WEAPONS OF RETIRED ~~POLICE~~ LAW
35 ENFORCEMENT OFFICERS
36

37 1. Following completion of employment, a sworn law enforcement officer
38 commissioned by the Police Department who retired in good standing from the ~~Police~~

Department City shall be given the option to purchase from the City the service weapon issued to them for use during their period of employment.

2. Any sale of a service weapon pursuant to this section shall be for actual cash value considering the age and condition of the service weapon.

3. The Chief of Police shall have the sole authority to declare whether an officer retired in good standing for the purposes of this section.

4. The Chief of Police shall further have the authority to adopt policies and procedures as necessary to implement this section and to assess the actual cash value of property disposed of pursuant to this section.

5. Any service weapon which has become obsolete, scrap, or surplus to the needs of the Police Department and is not disposed of in accordance with Subsections 1-4 of this Section shall be disposed of in accordance with Sections 13-3.308 and Sections 13.310 of this Chapter.

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

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

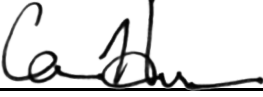
Section 4 – This Ordinance shall be in full force and effect from and after passage.

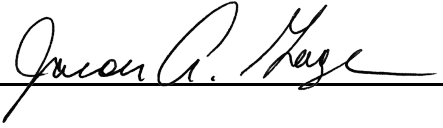
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2022- 089

FILED: 04-12-22

ORIGINATING DEPARTMENT: Fire

PURPOSE: Amending the Springfield City Code, Chapter 2, 'Administration,' Article VI, 'Finances,' Division 2, 'Purchasing,' Section 2-401, 'Purchasing Manual adopted,' by adding Section 13-3.312 for the purpose of allowing retired Peace Officer Standards and Training Program ("POST") commissioned Fire Marshals to purchase their service weapon.

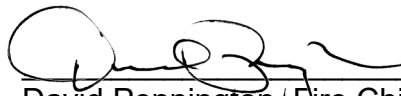
BACKGROUND INFORMATION: Sworn fire department employees who are also commissioned and serve in a law enforcement capacity are issued a service weapon for use during official duties as a Springfield Fire Marshal ("FM").

An individual FM's service weapon typically remains assigned to them for the duration of their tenure in this role. When a commissioned FM retires, their service weapon is collected by the Fire Department. That weapon is not reassigned to another FM and instead is sold or traded for wholesale value to a firearms vendor in cooperation with the Springfield Police Department.

A number of FM's are soon to retire and have expressed an interest in purchasing the specific weapon that they were assigned. The Fire Department wishes to adopt a policy similar to what is already approved for Officer's in the Police Department to facilitate those requests.

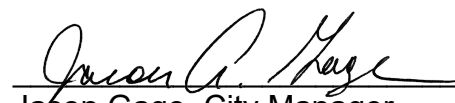
REMARKS: As the Fire Department currently only receives wholesale value for weapons taken out of service, the proposed ordinance would not create any additional cost for the Fire Department.

Submitted by:



David Pennington, Fire Chief

Approved by:



Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed 03-29-22

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-083

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Special Ordinance 27630, which declared the necessity of acquiring by
2 condemnation the final easements for the purpose of constructing and
3 maintaining sanitary sewers in the Chestnut South Lift Station Relief
4 Sewer Project, to correct the legal description of a perpetual sanitary
5 sewer easement.
6 _____
7

8 WHEREAS, on January 24, 2022, City Council adopted Special Ordinance
9 27630 declaring the necessity of utilizing condemnation to acquire final easements,
10 affecting one property, for the purpose of constructing and maintaining sanitary sewers
11 in the Chestnut South Lift Station Relief Sewer Project, #2017PW0007; and
12

13 WHEREAS, after adoption of Special Ordinance 27630, it was determined that a
14 legal description included in said ordinance included superfluous text, which did not
15 enlarge or reduce the size of the needed easement, but which needs to be removed;
16 and
17

18 WHEREAS, the legal description should be corrected so that the condemnation
19 can proceed.
20

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

24 Section 1 – Special Ordinance 27630 is hereby repealed in its entirety.
25

26 Section 2 – City Council hereby declares it necessary to condemn the following
27 described property, for the purpose of constructing, maintaining, and extending the
28 public sanitary sewer system of the City of Springfield, Missouri, a municipal
29 corporation, to-wit:
30

31 Owner(s) of Tract 5 are Kenny H. Tran and Angie O. Bui, husband and wife to the
32 extent they claim any right in the property described as Tract 5. Also, Allen Icet, Greene
33 County Collector of Revenue, to the extent of any unpaid taxes.

Tract #5: (Kenny H. Tran and Angie O. Bui):

PERPETUAL SANITARY SEWER EASEMENT BEING DESCRIBED AS FOLLOWS:

A Fifteen (15) foot wide strip of land for a Sanitary Sewer Easement over, under and across a portion of the North Half of Government Lot 1 of the Fractional Southwest Quarter of Section 19, Township 29 North, Range 22 West of the 5th Principal Meridian, also being a portion of Tract "A" of the Subdivision of the West Half of the North Half of Lot 1 of the Southwest Quarter of Section 19, Township 29 North, Range 22 West, as per plat recorded in Book 2014 at Page 019184-14, Official Records of Greene County, Missouri, described as follows: Commencing at an iron bar marking the southeast corner of said Tract "A"; thence North 2°20'24" East along the east line thereof a distance of 197.67 feet; thence North 87°56'46" West along the northerly line thereof a distance of 181.37 feet to the Point of Beginning; thence South 9°31'51" East a distance of 4.38 feet; thence South 18°23'18" West a distance of 175.86 feet; thence South 5°54'25" West a distance of 24.81 feet to the south line of said Tract "A"; thence North 87°56'24" West along said south line a distance of 15.03 feet; thence North 5°54'25" East a distance of 27.46 feet; thence North 18°23'18" East a distance of 173.78 feet; thence North 9°31'51" West a distance of 3.72 feet to the northerly line of said Tract "A"; thence South 87°56'46" East along said northerly line a distance of 15.31 feet to the Point of Beginning, containing 3,075 square feet.

ALSO,

TEMPORARY CONSTRUCTION EASEMENT BEING DESCRIBED AS FOLLOWS:

A Forty (40) foot wide strip of land for a Temporary Construction Easement over and across a portion of the North Half of Government Lot 1 of the Fractional Southwest Quarter of Section 19, Township 29 North, Range 22 West of the 5th Principal Meridian, also being a portion of Tract "A" of the Subdivision of the West Half of the North Half of Lot 1 of the Southwest Quarter of Section 19, Township 29 North, Range 22 West, as per plat recorded in Book 2014 at Page 019184-14, Official Records of Greene County, Missouri, described as follows: Commencing at an iron bar marking the southeast corner of said Tract "A"; thence North 2°20'24" East along the east line thereof a distance of 197.67 feet; thence North 87°56'46" West along the northerly line thereof a distance of 168.62 feet to the Point of Beginning; thence South 9°31'51" East a distance of 4.92 feet; thence South 18°23'18" West a distance of 177.60 feet; thence South 5°54'25" West a distance of 22.60 feet to the south line of said Tract "A"; thence North 87°56'24" West along said south line a distance of 40.09 feet; thence North 5°54'25" East a distance of 29.66 feet; thence North 18°23'18" East a distance of 172.04 feet; thence North 9°31'51" West a distance of 3.18 feet to the northerly line of said Tract "A"; thence South 87°56'46" East along said northerly line a distance of 40.83 feet to the Point of Beginning, EXCEPT that part taken and described in the accompanying sanitary sewer easement document, containing 5,125 square feet.

Said Temporary Construction Easements to terminate upon completion and acceptance of improvements.

Section 3 – City Council hereby finds and declares that the Chestnut South Lift Station Relief Sewer Project, identified as project #2017PW0007, serves a legitimate public purpose as it is necessary to reduce sewer operating costs of a lift station and provide sewer infrastructure to future sewer districts.

Section 4 – The City Attorney, or her designee, is hereby authorized to proceed immediately with condemnation proceedings against the above-described properties as authorized by Article II, Sections 2.16(3), (7) and (10), and Article XIX, Section 19.18 of the City Charter; and the officers of the City are further authorized to exercise any and all powers necessary to carry out the terms of this Ordinance.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Kyle Tollett, Assistant City Attorney

Approved for Council action: Jason R. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2022- 083

FILED: 03-29-22

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To amend Special Ordinance 27630, which declared the necessity of acquiring by condemnation the final easements for the purpose of constructing and maintain sanitary sewers in the Chestnut South Lift Station Relief Sewer Project, to correct the legal description of a perpetual sanitary sewer easement.

BACKGROUND INFORMATION: On January 24, 2022, City Council adopted Special Ordinance 27630 declaring the necessity of utilizing condemnation to acquire final easements, affecting one property, for the purpose of constructing and maintaining sanitary sewers in the Chestnut South Lift Station Relief Sewer Project, #2017PW0007.

When preparing to initiate condemnation proceedings, staff determined there was an oversight in the construction of the legal description for the perpetual sanitary sewer easement included in Special Ordinance 27630. The oversight did not enlarge or reduce the size of the needed easement, rather it involves the inclusion of superfluous text that needs to be removed. Specifically, the description of the perpetual sanitary sewer concluded with the expression "EXCEPT that part taken and described in the accompanying sanitary sewer easement." This expression is appropriate for inclusion at the end of the temporary construction easement description but should not have been included at the end of the perpetual sanitary sewer easement description. The purpose of this bill is to correct the legal description of the perpetual sanitary sewer easement by removing this superfluous text.

Since the time of approval of Special Ordinance 27630, representatives of the City have once again attempted to engage with the property owners to discuss acquiring the necessary easements through negotiation, but those efforts remain unproductive.

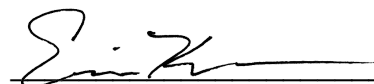
REMARKS: The Environmental Services Department recommends passage of this Council bill.

Submitted by:



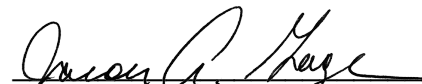
Ron Petering, P.E., Assistant
Director of Environmental Services

Recommended by:



Errin Kemper, P.E.,
Director of Environmental Services

Approved by:



Jason Gage,
City Manager