



Agenda

City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers

Monica Horton, 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 May 16, 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. ROLL CALL.

2. APPROVAL OF MINUTES MAY 2, 2022 CITY COUNCIL MEETING AND

4. APPROVAL OF MINUTES. MAY 2, 2022, CITY COUNCIL MEETING AND MAY 10, 2022, SPECIAL CITY COUNCIL MEETING.

Documents:

[05-02-22.PDF](#)

[05-10-22 SPECIAL CITY COUNCIL MEETING.PDF](#)

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

4. CEREMONIAL MATTERS.

5. CITY MANAGER REPORT, POLICE CHIEF REPORT, AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETINGS.

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

7. Council Bill 2022-094 (Horton)

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits;' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones;' for the purpose of annexing approximately 24.8 acres of public property, generally located at 5100 West State Highway EE, and referenced as Annexation A-2-2022, into the City of Springfield.

Documents:

[2022-094.PDF](#)

8. Council Bill 2022-095 (McGull)

A special ordinance authorizing the City Manager, or his designee, to sign an agreement with the Ozark Region Workforce Development Board to serve as the One-Stop Operator for the Ozark Region, which consists of the counties of Christian, Dallas, Greene, Polk, Stone, Taney, and Webster, and to accept the funding authorized for the One-Stop Operator in the amount of \$66,473.40.

Documents:

[2022-095.PDF](#)

9. Council Bill 2022-096 (Lear)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Hatch Foundation to accept \$100,000, and to enter a Memorandum of Understanding with City Utilities of Springfield to accept \$50,000, with all such funds

or understanding with City Utilities or Springfield to accept \$60,000, with all such funds to be applied towards the \$200,000 local cost share requirement for the Lake Springfield Master Planning grant from the United States Department of Commerce Economic Development Administration; and amending the budget of the Department of Economic Vitality for Fiscal Year 2021-2022 in the amount of \$160,000.

Documents:

[2022-096.PDF](#)

10. Council Bill 2022-097 (Ollis)

A general ordinance amending the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedule by making provision for fifteen new job titles, and the Professional, Administrative and Technical Unclassified Schedule by making provision for one new job title.

Documents:

[2022-097.PDF](#)

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

12. Council Bill 2022-118 (McGull)

A resolution authorizing the commitment of up to \$1,566,698 in matching funds if a \$1,500,000 grant is awarded from the United States Economic Development Administration and the United States Department of Commerce, for the purpose of upgrading LeCompte Road, from East Division Street (Route YY) north to the BNSF Railroad Crossing, and the LeCompte Road and Division Street intersection.

Documents:

[2022-118.PDF](#)

13. EMERGENCY BILLS.

14. PUBLIC IMPROVEMENTS.

15. GRANTS.

16. AMENDED BILLS.

17. COUNCIL BILLS FOR PUBLIC HEARING.

18. FIRST READING BILLS. Citizens May Speak. Not Anticipated To Be

Voted On.

19. Council Bill 2022-119 (Hardinger)

A special ordinance amending the budget for Fiscal Year 2021-2022 for the Department of Environmental Services in the amount of One Million Four Hundred Thousand Dollars (\$1,400,000) to appropriate retained earnings from the Clean Water Fund for the construction of the East Chestnut Phase 1 Sewer Replacement capital improvement project.

Documents:

[2022-119.PDF](#)

20. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

Greg Brake wishes to address City Council.

21. NEW BUSINESS.

The Mayor recommends the following appointment to the Mayor's Commission for Children: Michael White with term to expire November 29, 2022.

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

22. UNFINISHED BUSINESS.

23. MISCELLANEOUS.

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

25. Council Bill 2022-120 (Lear)

A special ordinance authorizing the City Manager, or his designee, to enter into a developer's Sewer Extension Cost Reimbursement Agreement with Meadowood Development, LLC, for the recovery of proportional square foot costs of the construction of a trunk line sewer to serve the Meadowood Subdivision and establishing a sanitary sewer cost recovery area and per square foot connection fee for proportional reimbursement.

Documents:

[2022-120.PDF](#)

26. CONSENT AGENDA – ONE READING BILLS.

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

28. **Council Bill 2022-098 (Horton)**

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of M & P Estates, generally located at 615 East Dale Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Documents:

[2022-098.PDF](#)

29. **Council Bill 2022-099 (Horton)**

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Northside Renewal, generally located at 1502 West Kearney Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Documents:

[2022-099.PDF](#)

30. **Council Bill 2022-100 (Horton)**

A special ordinance approving the sale of real property at 2237 North Farmer Avenue to Affordable Housing Action Board of Springfield, Inc., for \$15,300.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-100.PDF](#)

31. **Council Bill 2022-101 (Horton)**

A special ordinance approving the sale of real property at 2824 West Water Street to Affordable Housing Action Board of Springfield, Inc., for \$16,600.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-101.PDF](#)

32. Council Bill 2022-102 (Horton)

A special ordinance approving the sale of real property at 1026 West Thoman Street to Randall Gear, for \$9,010.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-102.PDF](#)

33. Council Bill 2022-103 (Schilling)

A special ordinance approving the sale of real property at 727 West Mount Vernon Street to Stephen Long, for \$25,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-103.PDF](#)

34. Council Bill 2022-104 (Horton)

A special ordinance approving the sale of real property at 723 West Brower Street to Master Plumber, LLC, for \$9,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-104.PDF](#)

35. Council Bill 2022-105 (Horton)

A special ordinance approving the sale of real property at 1129 West Nichols Street to Master Plumber, LLC, for \$1,700.00; authorizing the issuance of a deed for same; authorizing the acceptance of a sight-triangle easement; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-105.PDF](#)

36. Council Bill 2022-106 (McGull)

A special ordinance approving the sale of real property at 1342 East Blaine Street to Master Plumber, LLC, for \$1,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-106.PDF](#)

37. Council Bill 2022-107 (Horton)

A special ordinance approving the sale of real property at 1620 North Texas Avenue to Master Plumber, LLC, for \$5,500.00; authorizing the issuance of a deed for same; and approving the budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-107.PDF](#)

38. Council Bill 2022-108 (Horton)

A special ordinance approving the sale of real property at 1851 North Main Avenue to Master Plumber, LLC., for \$5,700.00; authorizing the issuance of a deed for same; authorizing the acceptance of a permanent sanitary sewer easement; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-108.PDF](#)

39. Council Bill 2022-109 (McGull)

A special ordinance approving the sale of real property at 1717 North Oak Grove Avenue to David Pitts Properties, LLC., for \$13,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-109.PDF](#)

40. Council Bill 2022-110 (Horton)

A special ordinance approving the sale of real property at 1162 West Hovey Street to Reed Enterprises, LLC., for \$9,500.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-110.PDF](#)

41. Council Bill 2022-111 (Horton)

A special ordinance approving the sale of real property at 2444 North Benton Avenue to Reed Enterprises, LLC., for \$10,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-111.PDF](#)

42. Council Bill 2022-112 (Horton)

A special ordinance approving the sale of real property at 1537 West Florida Street to Kaylah and Dustin Richard, for \$5,004.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-112.PDF](#)

43. Council Bill 2022-113 (Horton)

A special ordinance approving the sale of real property at 1231 North Grant Avenue to Phillip Clayton Rothschild, for \$12,510.00; authorizing the issuance of a deed for same; authorizing the acceptance of a sewer-manhole easement and a sight-triangle easement; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-113.PDF](#)

44. Council Bill 2022-114 (Horton)

A special ordinance approving the sale of real property at 2203 North Campbell Avenue to Phillip Clayton Rothschild, for \$13,501.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Documents:

[2022-114.PDF](#)

45. **Council Bill 2022-115 (Hosmer)**

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

Documents:

[2022-115.PDF](#)

46. **Council Bill 2022-116 (McGull)**

A special ordinance authorizing the City Manager, or his designee, to enter into a Lease Agreement with Springfield Regional Arts Council, a not-for-profit corporation, for the purpose of leasing office space in the Old Creamery Building in Jordan Valley Park located at 411 North Sherman Avenue.

Documents:

[2022-116.PDF](#)

47. **BOARD CONFIRMATIONS.**

Confirm the following appointments to the Airport Board: William Hammitt with term to expire June 1, 2025; Andrea Weber with term to expire June 1, 2023; and Juan Meraz with term to expire June 1, 2025.

Confirm the following reappointments to the Airport Board: Paige Oxendine and Jay Titus with terms to expire June 1, 2025; and Steve Bach with term to expire June 1, 2024.

Confirm the following reappointment to the Mayor's Commission on Human Rights and Community Relations: Bob Roberts with term to expire October 1, 2024.

48. **END OF CONSENT AGENDA.**

49. **ADJOURN.**

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

All meetings are recorded.

In accordance with ADA guidelines, if you need special accommodations when attending any City meeting, please notify the City Clerk's Office at 864-1651 at least three days prior to the scheduled meeting.

May 2, 2022
Springfield, Missouri

The City Council met in regular session May 2, 2022, in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. Mayor McClure acknowledged the people of Ukraine and the atrocities they are enduring. Mayor McClure noted the National Day of Prayer will be recognized with a breakfast on Thursday, May 5, 2022, at 7:00 a.m., at the Oasis Convention Center.

Roll Call

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

Minutes

The minutes of the April 18, 2022, City Council Meeting, April 19, 2022, Special City Council Meeting, and April 26, 2022, Special City Council Meeting were considered. Councilman Hosmer moved to approve the minutes as presented. The motion was seconded by Mayor Pro Tem Simpson and approved by the following vote: Ayes: Ollis, Lear, Hardinger, Horton, Hosmer, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

Consent Agenda

Councilman Ollis asked what process is used to sell surplus property and how the City ensures those properties are used for development suitable to the area.

Collin Quigley, Deputy City Manager, responded the property for sale is posted, neighbors are notified, the listing is added to the City website, all interested parties are notified. Sealed bids are accepted, the opening is time stamped, and the bids are reviewed and awarded to the highest qualified bidder. Mr. Quigley noted a City Council Luncheon was held last August to discuss the program in detail. He further noted some properties have been used for affordable housing with the end goal to get the property back in use.

Councilman Ollis expressed his belief it is important the City be strategic when considering how these properties are used after the sale.

Jason Gage, City Manager, noted the program is working well in relation to the goals set forth.

The consent agenda was approved as presented by the following vote: Ayes: Ollis, Lear, Hardinger, Horton, Hosmer, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

The following item appeared on the agenda under Ceremonial Matters.

Eric Pauly was sworn in to the Planning and Zoning Commission. Mayor McClure thanked Mr. Pauly for his willingness to serve the community.

City Manager Report

Mr. Gage noted the Springfield 20th Lateral Academy Graduation took place Friday, April 29, adding one rehire, Lieutenant Chad Eutsler, and two additional lateral hires. The Police recruitment marketing campaign is continuing, with a significant push this summer through a new television ad and digital campaign in the coming weeks.

Mr. Gage noted the Springfield Fire Department has provided City Council with the Quarterly Fire Safety Report. He added one highlight of the report was the reopening of Fire Station 10 during the first quarter of 2022.

Mr. Gage announced the City will host a construction kickoff ceremony for the Grant Avenue Parkway at 10 a.m., Thursday, May 19, at Parkview High School. He noted crews will begin utility improvement in a section near Parkview High School, and streetscape improvements will begin in the downtown area.

Mr. Gage noted the Missouri Job Center is hosting a Multi-Industry Hiring Event on Tuesday, May 3, from 9 a.m. to 12 p.m. at the Job Center's location at 2900 E. Sunshine. He added the hiring event features 23 area employers with a wide range of jobs in manufacturing, healthcare, information technology, customer service, retail, and government.

Mr. Gage noted Killian Softball Complex and Missouri State University will host the Missouri Valley Softball Championship May 11 through May 14. He added the softball complex recently installed a new digital scoreboard.

Mr. Gage noted several Missouri State Athletic Association events were recently held, including several at Springfield Park Board facilities. Mr. Gage further noted the events bring athletes, coaches, and their families to the area, creating a positive economic impact.

Mr. Gage noted the City is celebrating the 35th anniversary of the Sister Cities relationship with Isesaki. He explained the Sister Cities Association works to help the City, and similar cities in foreign nations, to understand each other and exchange ideas.

Mayor McClure acknowledged the relationship between Springfield, Missouri and Isesaki, Japan, as sister cities. He showed an example of a dharama doll, which was presented to Mayor McClure by the mayor of Isesaki. A process to color in the eyes of the doll is followed. The process symbolizes friendship between the two cities. Mayor McClure shared a letter he received from the mayor of Isesaki, which acknowledged the 35-year friendship between the two cities.

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

Master Equipment Lease Purchase Agreement

Sponsor: Lear. Council Bill 2022-087

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.

Council Bill 2022-087. Special Ordinance 27674 was approved with the following vote:
Ayes: Ollis, Lear, Hardinger, Horton, Hosmer, McGull, Schilling, Simpson, and McClure.
Nays: None. Absent: None. Abstain: None.

**Amending
Springfield City
Code: 2018
International Energy
Conservation Code**

Sponsor: Ollis. Council Bill 2022-088

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.

Councilman Schilling asked for an explanation from staff for non-mandatory items.

Brock Rowe, Interim Director of Building Development Services, responded the Building Development Services Department deemed certain items as non-mandatory. He noted lighting controls are non-mandatory as the cost of LED lights, and the energy cost associated, is minimal. Mr. Rowe noted the exterior lighting power requirements were deemed non-mandatory due to current lighting standards being sufficient.

Mr. Rowe noted Building System Commissioning requires a third party to commission the building and is non-mandatory as the systems for this process are already in place.

Councilman Hosmer asked if the modifications were all staff recommended and if they are considered minor modifications. Mr. Rowe responded the staff made the recommendations after input from various stakeholders. He noted the Sierra Club wanted no modifications. Mr. Rowe further noted the modifications are considered minor and gave the definition of technically infeasible. Councilman Hosmer asked if the residential report will be given to City Council by June 30, 2022. Mr. Rowe responded affirmatively.

Council Bill 2022-088. General Ordinance 6719 was approved with the following vote:
Ayes: Ollis, Lear, Hardinger, Horton, Hosmer, McGull, Schilling, Simpson, and McClure.
Nays: None. Absent: None. Abstain: None.

The following item appeared on the agenda under Resolutions.

**Apply for Grant:
Community
Foundation of the
Ozarks**

Sponsor: Lear. Council Bill 2022-090

A resolution authorizing the City Manager, or his designee, to apply for a grant from the Community Foundation of the Ozarks in the amount of up to \$60,000 to be utilized to perform approved grant activities.

Sally Payne, Director of Workforce Development, gave a brief overview of the proposed. Ms. Payne noted the Department of Workforce Development is seeking approval to apply

for an additional \$60,000 grant to expand transportation assistance for the Get To Work program. Ms. Payne further noted approximately \$28,000 of the current \$30,000 allocation has been expended.

Councilwoman Hardinger asked if the \$60,000 will be sufficient to meet the needs of the community. Ms. Payne responded the additional funds can be applied for when 80% of the current funds have been utilized. Ms. Payne expressed her belief the increase will be sufficient for the need at this time.

Councilman Hosmer asked what percentage of money is utilized for bus passes. Ms. Payne responded approximately \$500-\$600 was used for the passes. Councilman Hosmer asked if the City is still negotiating with City Utilities for free bus transportation. Mr. Gage responded there is a joint meeting that will occur in the upcoming weeks, and this topic could be addressed.

Councilwoman Horton noted her approval of the Community Foundation of the Ozarks transportation program. Ms. Horton asked if the additional grant funding will allow double the number of individuals to be assisted. Ms. Payne responded it is estimated the department can double the number of individuals assisted.

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

Council Bill 2022-090. Resolution 10628 was approved with the following vote: Ayes: Ollis, Lear, Hardinger, Horton, Hosmer, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

2022 Infrastructure for Rebuilding America Grant

Sponsor: Ollis. Council Bill 2022-091

A resolution declaring the official intent of the City of Springfield to support the Southwest District of the Missouri Department of Transportation in its application for a 2022 Infrastructure for Rebuilding America grant to widen Interstate 44 to six lanes through the City; and pledging \$2,000,000 in matching funds upon award of said grant.

Kirk Juranas, Assistant Director of Public Works, gave a brief overview of the proposed. Mr. Juranas noted the Missouri Department of Transportation (MoDot) is applying for a grant to widen I-44 from Highway 65 to Highway 13 and to rebuild the interchange at Route 13. He further noted there are six bridges that will be replaced with improvements to the underpasses at those bridges which will improve pedestrian accessibility. He added the traffic is the highest in the City for this five-mile stretch. The proposal would pledge \$2,000,000 from the City in matching funds upon award of the grant.

Councilman Lear asked what the total funding for the project is anticipated to be. Mr. Juranas responded the project total is anticipated to be \$109,000,000, and Greene County will contribute \$1,000,000 to the project. Mr. Juranas noted of the \$2,000,000 match, 80% is federal funds and 20% is local funds. Councilman Lear asked if the City's portion helps pedestrian function. Mr. Juranas answered affirmatively.

Councilman McGull expressed his appreciation for Mr. Juranas and the department. Mr. McGull asked for the anticipated completion date for the James River project at James River and Glenstone. Mr. Juranas responded he expected it to be completed by the end of the calendar year.

Councilwoman Hardinger asked the timeframe for completion if the grant is awarded. Mr. Juranas responded the project would start at the beginning of 2023 and be constructed in approximately 2025.

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

Council Bill 2022-091. Resolution 10629 was approved with the following vote: Ayes: Ollis, Lear, Hardinger, Horton, Hosmer, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

Sponsor: City Council. Council Bill 2022-092

A resolution adopting the “2022 City of Springfield City Council Priorities”.

Jason Gage, City Manager, gave a brief overview of the proposed. Mr. Gage noted the priorities, once adopted, will be a guide for City Council and subject to other review and amendments. He added the finalized report was presented as Exhibit A, and the marked up version was presented as Exhibit B. The five priorities include Quality of Place, Legislative Engagement, Fiscal Sustainability and Accountability, Economic Vitality, and Public Safety. Mr. Gage noted the revisions made to Quality of Place include a change to language recommended by the Mayor’s Initiative on Equity and Equality. Legislative Engagement had three significant changes and one housekeeping change. He added Fiscal Sustainability and Accountability had housekeeping updates. Economic Vitality had three significant changes and one housekeeping change. Public Safety had no recommended changes.

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

Councilman Hosmer expressed his belief the process of developing the priorities went well and suggested a retreat to determine how the priorities could be put into practice.

Mayor Pro Tem Simpson acknowledged his agreement with Councilman Hosmer and noted City Council needs to outline deliverables to make progress toward City Council Priorities and be proactive in reaching goals.

Council Bill 2022-092. Resolution 10630 was approved with the following vote: Ayes: Ollis, Lear, Hardinger, Horton, Hosmer, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

2022 City of Springfield City Council Priorities

**Amending the Major
Thoroughfare Plan**

Sponsor: Hardinger. Council Bill 2022-093

A resolution amending the Major Thoroughfare Plan, a portion of the Transportation Plan element of the Springfield-Greene County Comprehensive Plan, by removing a future collector from Figures 20-2 and 20-9. (Planning and Zoning Commission and Staff recommends approval.)

Kirk Juranas, Assistant Director of Public Works, gave a brief overview of the proposed. Mr. Juranas noted the department is requesting an amendment to the Thoroughfare Plan because the collector does not connect anything. He added there was no opposition to the proposal during the Planning and Zoning process.

Councilman Lear asked if the proposed amendment was discovered through routine internal review. Mr. Juranas answered affirmatively.

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

Council Bill 2022-093. Resolution 10631 was approved with the following vote: Ayes: Ollis, Lear, Hardinger, Horton, Hosmer, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

EMERGENCY BILLS.

PUBLIC IMPROVEMENTS.

GRANTS.

AMENDED BILLS.

The following item appeared on the agenda under Public Hearing.

City Code

Amendment: 5100

**West State Highway
EE: Annexation A-2-
2022**

Sponsor: Horton. Council Bill 2022-094

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits;' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones;' for the purpose of annexing approximately 24.8 acres of public property, generally located at 5100 West State Highway EE, and referenced as Annexation A-2-2022, into the City of Springfield.

Kyle McGinnis, Senior City Planner, gave a brief overview of the proposed. Mr. McGinnis noted the property is within the City's Urban Service Area and consistent with its policies. He further noted annexation will enhance government efficiencies and will extend City fire protection services to this public property.

An opportunity was given for citizens to express their views.

Kevin Barnes, Director of Resource Management for Greene County, spoke in support of the proposed. Mr. Barnes added City Council requested the property be rezoned, and the process for rezoning has started.

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

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

**One-Stop Operator
for Ozark Region:
Agreement with
Ozark Region
Workforce
Development Board**

Sponsor: McGull. Council Bill 2022-095

A special ordinance authorizing the City Manager, or his designee, to sign an agreement with the Ozark Region Workforce Development Board to serve as the One-Stop Operator for the Ozark Region, which consists of the counties of Christian, Dallas, Greene, Polk, Stone, Taney, and Webster, and to accept the funding authorized for the One-Stop Operator in the amount of \$66,473.40.

Cora Scott, Director of Public Information and Civic Engagement, gave a brief overview of the proposed. Ms. Scott noted the Department of Public Information and Civic Engagement responded to a request by the Ozark Region Workforce Development Board to serve as a One-Stop Operator at the Missouri Job Center. She further noted a Public Information and Civic Engagement staff member will serve as the coordinator for the One-Stop Operator.

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

**Lake Springfield
Master Plan: Cost
Share Agreement
with Hatch
Foundation:
Memorandum of
Understanding with
City Utilities**

Sponsor: Lear. Council Bill 2022-096

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Hatch Foundation to accept \$100,000, and to enter a Memorandum of Understanding with City Utilities of Springfield to accept \$60,000, with all such funds to be applied towards the \$200,000 local cost share requirement for the Lake Springfield Master Planning grant from the United States Department of Commerce Economic Development Administration; and amending the budget of the Department of Economic Vitality for Fiscal Year 2021-2022 in the amount of \$160,000.

Olivia Hough, Senior City Planner, gave a brief overview of the proposed. Ms. Hough noted the project originated in 2019; Lake Springfield was identified as an area with potential. Ms. Hough further noted the proposed would allow the City to enter into an agreement with the Hatch foundation, and into a Memorandum of Understanding with City Utilities to accept a total of \$160,000 and amend the budget in the same amount. Ms. Hough explained the grant scope includes a hydrological study, community engagement throughout the project, and master plan elements that include economic development, recreation, transportation, and land use. Ms. Hough noted the Public Information and Civic Engagement Department agreed to lead the community engagement portion of the project. The most current information can be found at the newly launched website lakesgfmasterplan.com. Ms. Hough added the Master Plan is estimated to be complete in August 2024.

Mayor Pro Tem Simpson thanked Ms. Hough for her work on the report and the Hatch Foundation for their support. He asked the timeline for when the community engagement meetings would begin. Ms. Hough responded the target date is to begin in summer with hopes to make a regional impact.

Mr. Gage expressed his thanks to all involved in the project.

Councilman Lear expressed his thanks to staff for their work on the project. He expressed his opinion it is good to have projects with matching funds. Councilman Lear noted this regional project fits within the Quality of Place priority for City Council.

Councilman Ollis expressed his thanks to all involved in the project.

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

Sponsor: Ollis. Council Bill 2022-097

A general ordinance amending the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedule by making provision for fifteen new job titles, and the Professional, Administrative and Technical Unclassified Schedule by making provision for one new job title.

Darla Morrison, Director of Human Resources, gave a brief overview of the proposed. Ms. Morrison noted the proposed would provide sixteen new job titles.

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.

Jared Mason addressed City Council. Mr. Mason spoke in favor of requiring permits for roof replacement in the City of Springfield. Mr. Mason noted the benefits of permits as creating suitable adherence to material specifications, adherence to adopted code, and ensuring competency in labor. He expressed his belief these requirements would lead to a safer and more beautiful Springfield.

Lisa Meeks addressed City Council. Ms. Meeks expressed her belief it is detrimental to separate individuals into groups. Ms. Meeks expressed her opinion this separation causes discrimination. Ms. Meeks gave examples of music and television programs that encourage togetherness. Ms. Meeks expressed her belief that work, effort, and attitude determine success.

Megan Short, Executive Director of the Springfield Contractors Association, addressed City Council. Ms. Short expressed her thanks to City Council and all others involved for their

**Amending
Springfield City
Code: Salary
Ordinance**

efforts in the Build My Future event which was held in April 2022. Ms. Short noted the event was designed to inspire young people in their career choices.

The following items appeared on the agenda under New Business.

The City Manager recommends the following appointments to the Airport Board: William Hammitt with term to expire June 1, 2025; Andrea Weber with term to expire June 1, 2023; and Juan Meraz with term to expire June 1, 2025.

The City Manager recommends the following reappointments to the Airport Board: Paige Oxendine and Jay Titus with terms to expire June 1, 2025; and Steve Bach with term to expire June 1, 2024.

The Mayor recommends the following reappointment to the Mayor's Commission on Human Rights and Community Relations: Bob Roberts with term to expire October 1, 2024.

UNFINISHED BUSINESS.

MISCELLANEOUS.

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

**Dedication of Public
Streets and
Easements:
Preliminary Plat
M&P Estates**

Sponsor: Horton. Council Bill 2022-098

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of M & P Estates, generally located at 615 East Dale Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

**Dedication of Public
Streets and
Easements:
Northside Renewal**

Sponsor: Horton. Council Bill 2022-099

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Northside Renewal, generally located at 1502 West Kearney Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Sale of Real Property: 2237 North Farmer	Sponsor: Horton. Council Bill 2022-100 A special ordinance approving the sale of real property at 2237 North Farmer Avenue to Affordable Housing Action Board of Springfield, Inc., for \$15,300.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.
Sale of Real Property: 2824 West Water	Sponsor: Horton. Council Bill 2022-101 A special ordinance approving the sale of real property at 2824 West Water Street to Affordable Housing Action Board of Springfield, Inc., for \$16,600.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.
Sale of Real Property: 1026 West Thoman	Sponsor: Horton. Council Bill 2022-102 A special ordinance approving the sale of real property at 1026 West Thoman Street to Randall Gear, for \$9,010.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.
Sale of Real Property: 727 West Mount Vernon	Sponsor: Schilling. Council Bill 2022-103 A special ordinance approving the sale of real property at 727 West Mount Vernon Street to Stephen Long, for \$25,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.
Sale of Real Property: 723 West Brower	Sponsor: Horton. Council Bill 2022-104 A special ordinance approving the sale of real property at 723 West Brower Street to Master Plumber, LLC, for \$9,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.
Sale of Real Property: 1129 West Nichols	Sponsor: Horton. Council Bill 2022-105 A special ordinance approving the sale of real property at 1129 West Nichols Street to Master Plumber, LLC, for \$1,700.00; authorizing the issuance of a deed for same; authorizing the acceptance of a sight-triangle easement; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.
Sale of Real Property: 1342 East Blaine	Sponsor: McGull. Council Bill 2022-106 A special ordinance approving the sale of real property at 1342 East Blaine Street to Master Plumber, LLC, for \$1,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

Sale of Real Property: 1620 North Texas	Sponsor: Horton. Council Bill 2022-107 A special ordinance approving the sale of real property at 1620 North Texas Avenue to Master Plumber, LLC, for \$5,500.00; authorizing the issuance of a deed for same; and approving the budget adjustment to amend the Fiscal Year 2021-2022 budget.
Sale of Real Property: 1851 North Main	Sponsor: Horton. Council Bill 2022-108 A special ordinance approving the sale of real property at 1851 North Main Avenue to Master Plumber, LLC., for \$5,700.00; authorizing the issuance of a deed for same; authorizing the acceptance of a permanent sanitary sewer easement; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.
Sale of Real Property: 1717 North Oak Grove	Sponsor: McGull. Council Bill 2022-109 A special ordinance approving the sale of real property at 1717 North Oak Grove Avenue to David Pitts Properties, LLC., for \$13,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.
Sale of Real Property: 1162 West Hovey	Sponsor: Horton. Council Bill 2022-110 A special ordinance approving the sale of real property at 1162 West Hovey Street to Reed Enterprises, LLC., for \$9,500.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.
Sale of Real Property: 2444 North Benton	Sponsor: Horton. Council Bill 2022-111 A special ordinance approving the sale of real property at 2444 North Benton Avenue to Reed Enterprises, LLC., for \$10,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.
Sale of Real Property: 1537 West Florida	Sponsor: Horton. Council Bill 2022-112 A special ordinance approving the sale of real property at 1537 West Florida Street to Kaylah and Dustin Richard, for \$5,004.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.
Sale of Real Property: 1231 North Grant	Sponsor: Horton. Council Bill 2022-113 A special ordinance approving the sale of real property at 1231 North Grant Avenue to Phillip Clayton Rothschild, for \$12,510.00; authorizing the issuance of a deed for same; authorizing the acceptance of a sewer-manhole easement and a sight-triangle easement; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

**Sale of Real
Property: 2203 North
Campbell**

Sponsor: Horton. Council Bill 2022-114

A special ordinance approving the sale of real property at 2203 North Campbell Avenue to Phillip Clayton Rothschild, for \$13,501.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

**Intergovernmental
Agreement: MSU
Law Enforcement**

Sponsor: Hosmer. Council Bill 2022-115

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

**Lease Agreement:
Creamery**

Sponsor: McGull. Council Bill 2022-116

A special ordinance authorizing the City Manager, or his designee, to enter into a Lease Agreement with Springfield Regional Arts Council, a not-for-profit corporation, for the purpose of leasing office space in the Old Creamery Building in Jordan Valley Park located at 411 North Sherman Avenue.

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

**Confirm
Appointments:
Downtown
Springfield
Community
Improvement
District**

Sponsor: McClure. Council Bill 2022-117

A resolution confirming the appointments of Steve Eudaly and Brett Foster to the Downtown Springfield Community Improvement District Board of Directors. (Staff and the Downtown Springfield Community Improvement District Board of Directors recommends approval.)

Council Bill 2022-117. Resolution 10632 was approved with the following vote: Ayes: Ollis, Lear, Hardinger, Horton, Hosmer, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

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

**Amending
Springfield City
Code: Service
Weapons**

Sponsor: McGull. Council Bill 2022-089

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.

Council Bill 2022-089. General Ordinance 6720 was approved with the following vote: Ayes: Ollis, Lear, Hardinger, Horton, Hosmer, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

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

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, Horton, Schilling, Simpson, McGull, and McClure. Nays: Hosmer. Absent: None. Abstain: None.

Anita J. Cotter, CMC/MRCC
City Clerk

Prepared by
Michelle Brown

May 10, 2022
Springfield, Missouri

The City Council met in special session on May 10, 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, Heather Hardinger, Abe McGull, Mike Schilling, Matthew Simpson, Monica Horton, and Ken McClure. Absent: Andrew Lear.

Closed Session

Councilman Hosmer 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 leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor pursuant to Section 610.021(2), RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

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

Prepared by
Michelle Brown

Anita J. Cotter, CMC/MRCC
City Clerk

One-rdg. _____
P. Hmgs. _____
Pgs. 16
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-094

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Section 1-9 of the Springfield City Code, 'City Limits;' and amending
2 Section 46-1 of the Springfield City Code, 'Boundaries of wards,
3 precincts and council zones;' for the purpose of annexing approximately
4 24.8 acres of public property, generally located at 5100 West State
5 Highway EE, and referenced as Annexation A-2-2022, into the City of
6 Springfield.
7 _____
8

9 WHEREAS, Greene County, Missouri, has executed a written petition for the City
10 to annex approximately 24.8 acres of public property as described in "Exhibit A," said
11 area being generally located at 5100 West State Highway EE; and
12

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

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

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

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

28 Section 1 – City Council, after holding a public hearing, hereby determines that
29 Annexation A-2-2022 of the property described in "Exhibit A," which is attached hereto
30 and incorporated herein by this reference, is reasonable and necessary to the proper
31 development of the City, the City has the ability to furnish normal municipal services to
32 the area annexed within a reasonable time, and the area is contiguous and compact to
33 the existing boundaries of the City as shown in "Exhibit B," which is attached hereto and
34 incorporated herein by this reference.

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

37
38 Section 3 – Section 1-9 of the Springfield City Code, 'City Limits,' is hereby
39 amended by adding thereto the land described in "Exhibit A."

40
41 Section 4 – Section 46-1 of the Springfield City Code, 'Boundaries of wards,
42 precincts and council zones,' is hereby amended by placing the property described in
43 "Exhibit A" into the appropriate ward and precinct as determined by the County Clerk in
44 accordance with the provisions of State law.

45
46 Section 5 – The City Clerk is directed to: (1) file certified copies of this
47 Annexation Ordinance with the Clerk of Greene County; (2) file certified copies of this
48 Annexation Ordinance with the Assessor of Greene County; and (3) forward to the
49 Missouri Director of Revenue, by certified mail, certified copies of this Ordinance, and
50 any other information that the Director of Revenue may require. The City Clerk is further
51 authorized and empowered to perform any other administrative acts which are
52 consistent with the intent of this Ordinance.

53
54 Section 6 – This Ordinance shall be in full force and effect from and after
55 passage.

56
57 Passed at meeting: _____

58
59 _____
60 Mayor

61
62 Attest: _____, City Clerk

63
64 Filed as Ordinance: _____

65
66
67 Approved as to form: Jill Bennis, Assistant City Attorney

68
69
70 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL NO: 2022-094

FILED: 04-26-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To adopt an Ordinance to annex approximately 24.8 acres of public property into the City of Springfield, generally located at 5100 West State Highway EE and referenced as Annexation A-2-2022. (Staff recommends approval).

BACKGROUND INFORMATION:

The owner, Greene County, of the public property generally located at 5100 West State Highway EE is requesting annexation into the City of Springfield. The owner of the public property has signed a petition to request annexation of approximately 24.8 acres into the City of Springfield. The public property is within the City of Springfield's Urban Service Area and is immediately adjacent to the City of Springfield. The property is currently developed with a new Greene County Sheriff's Office and Jail. The intent of the annexation request is to extend Springfield Fire Department coverage and automatic aid agreements to the site.

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

REMARKS:

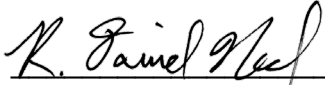
The area to be annexed is contiguous to the City of Springfield. See "Exhibit B" for the location of the public property to be annexed.

RECOMMENDATIONS:

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

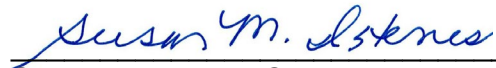
Staff recommends the annexation of this private property.

Submitted by:



R. Daniel Neal, Senior Planner

Recommended by:



Susan Istenes, AICP Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department and Agency Review

Attachment 2, Annexation Schedule

EXHIBIT A

**LEGAL DESCRIPTION
ANNEXATION A-2-2022**

A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 29 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, BEING DESCRIBED AS: COMMENCING AT AN EXISTING SURVEY MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 13; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, S02°19'28"W, A DISTANCE OF 76.30 FEET TO THE POINT OF BEGINNING, SAID POINT BEING AN EXISTING SURVEY MONUMENT (COTTON SPINDLE) ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY "EE"; THENCE CONTINUING S02°19'28"W, A DISTANCE OF 1725.66 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BURLINGTON NORTHERN RAILROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, N77°46'46"W, A DISTANCE OF 687.25 FEET TO SURVEY MONUMENT (CAPPED "J-MARK") MARKING THE SOUTHEAST CORNER OF A TRACT OF LAND DEEDED TO STONEMOR MISSOURI LLC IN BOOK 2011, AT PAGE 23136-11 IN THE GREENE COUNTY RECORDER'S OFFICE IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE ALONG THE EAST LINE OF SAID TRACT OF LAND, N00°12'43"E, A DISTANCE OF 820.56 FEET TO AN EXISTING SURVEY MONUMENT (1/2" IRON REBAR); THENCE N03°55'40"E, A DISTANCE OF 340.71 FEET TO A SURVEY MONUMENT (5/8" IRON REBAR CAPPED "LS-267D"); THENCE S89°48'36"E, A DISTANCE OF 216.28 FEET TO A SURVEY MONUMENT (5/8" IRON REBAR CAPPED "LS-267D") ON THE EAST LINE OF SAID TRACT OF LAND; THENCE ALONG THE EAST LINE OF SAID TRACT OF LAND, N00°13'02"E, A DISTANCE OF 469.26 FEET TO A SURVEY MONUMENT (CAPPED "LC 62") ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY "EE"; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, S88°21'34"E, A DISTANCE OF 348.85 FEET TO A SURVEY MONUMENT (CAPPED "LC 62"); THENCE S71°17'23"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 125.16 FEET TO A SURVEY MONUMENT CAPPED "LC 62"; THENCE S89°49'00"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 29.98 FEET TO THE POINT OF BEGINNING, CONTAINING 24.8 ACRES.

BEARINGS LISTED ARE BASED ON MISSOURI STATE PLANE, CENTRAL ZONE, NAD83 (2011).

SUBJECT TO ANY EASEMENTS OF RECORD, EXCEPT ANY PART THEREOF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

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

Development Review Staff Report



CITY COUNCIL PUBLIC HEARING:

MAY 2, 2022

**CASE NUMBER:**

Annexation A-2-2022

LOCATION:

5100 W. State Highway EE

ACRES:

Approximately 24.8 acres

EXISTING LAND USE:

Greene County Sheriff's Offices and Jail

APPLICANT:

Greene County

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

Approve

PROPOSED MOTION:

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

SUMMARY OF REQUEST:

Request to annex approximately 24.8 acres of public property generally located at 5100 West State Highway EE into the City of Springfield.

FINDINGS FOR STAFF RECOMMENDATION:

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

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GM	PD 295	HM	County A-1
LAND USE	Airport uses	Quarry uses	Vacant/undeveloped	Cemetery uses

[Grab your reader's attention with a great quote from the document or use this space to emphasize a key point.
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Development Review Staff Report



SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

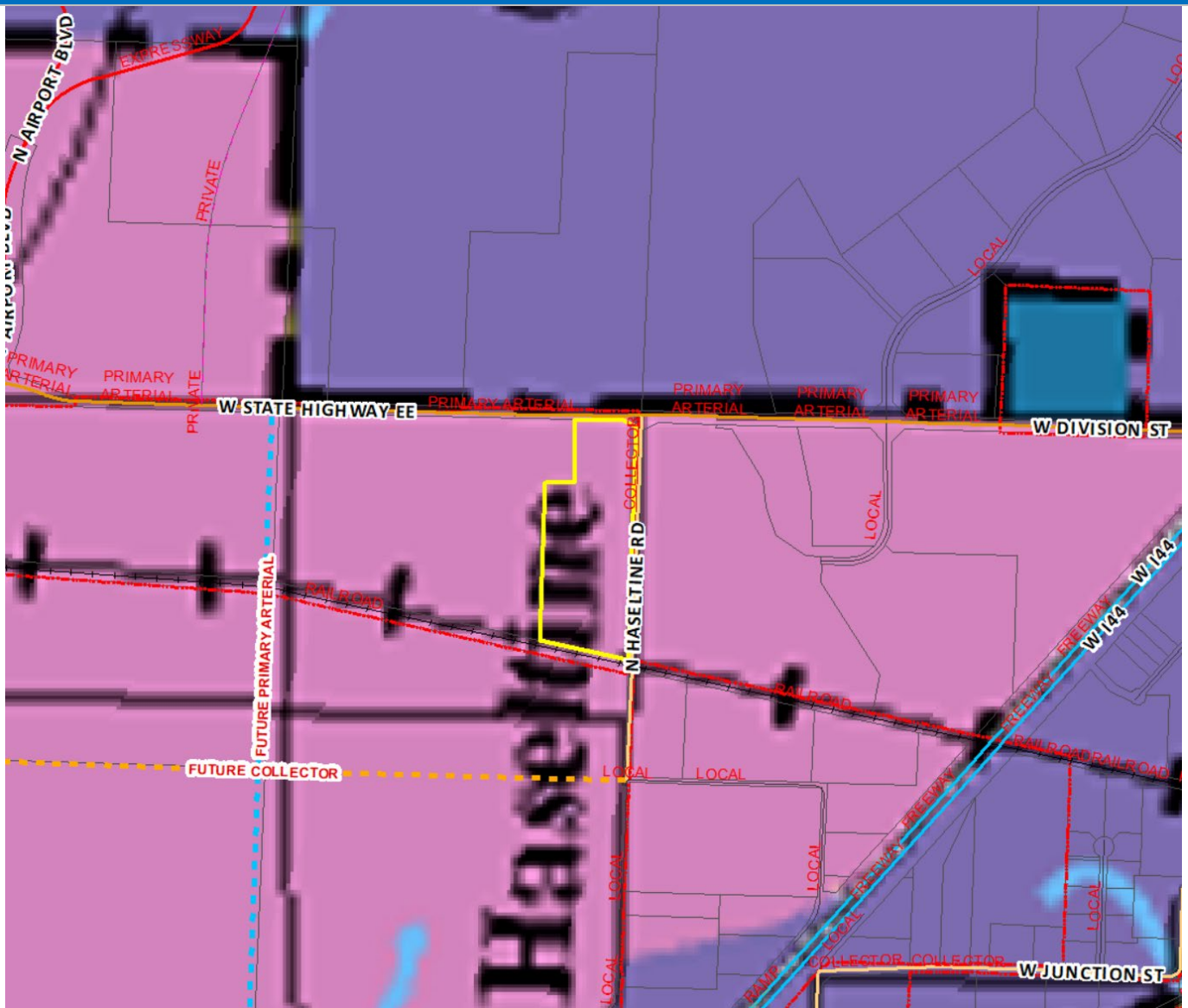


BIRD'S EYE VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:

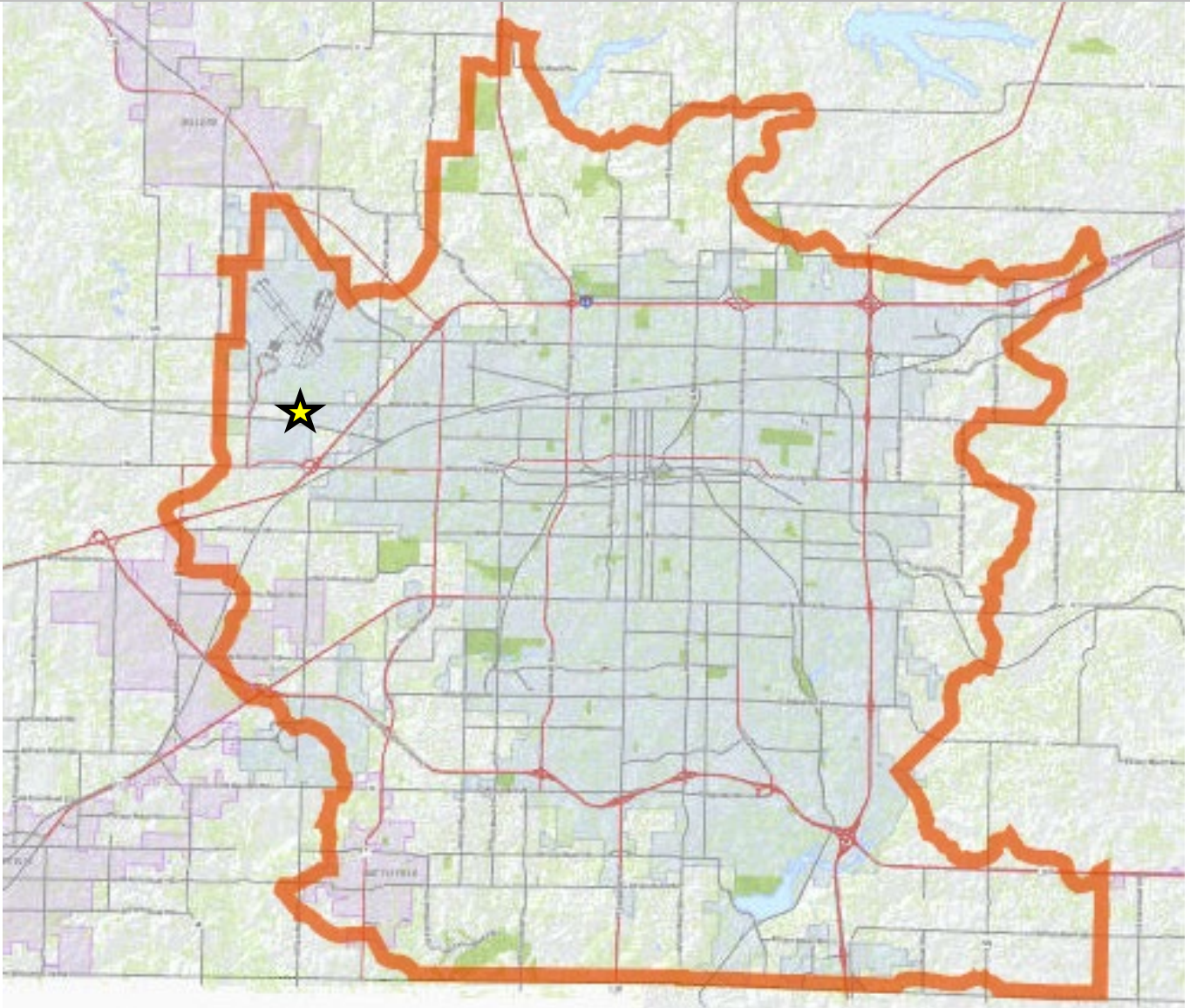


- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse

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

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

URBAN SERVICE AREA:



Development Review Staff Report



PROPERTY HISTORY:

The subject property is currently outside the city limits in unincorporated Greene County. The subject property is currently zoned Greene County A-1, Agriculture District and has the new Greene County Sheriff's Office and Jail being constructed on it. A portion of the subject property is located in the Airport Overlay District No. 1.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

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

STAFF COMMENTS:

1. The applicant is proposing to annex approximately 24.8 acres of unincorporated public property generally located at 5100 W. State Highway EE into the City of Springfield.
2. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
3. The proposed annexation will provide the subject property with Springfield Fire Department coverage and automatic aid agreements. The proposed annexation area is currently served by the Brookline Fire Protection District.
4. The proposed annexation area does not contain any known sinkholes and is not located in a FEMA designated floodplain. The proposed annexation area does not contain a stream buffer area.
5. The proposed annexation does not contain any public right-of-way; however, approximately 10 additional feet of right-of-way along Haseltine Road will be dedicated by Greene County after the annexation to meet current secondary arterial standards. Greene County has made improvements to Haseltine Road as part of the new construction of the Greene County Sheriff's Office and Jail.
6. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1. The legal description of the private property involved in this annexation is attached as Exhibit A.

PUBLIC NOTIFICATION:

The public notice for annexation was advertised in the Daily Events at least 15 days prior to the public hearing.

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

No issues with annexation.

CLEAN WATER SERVICES COMMENTS:

No objection to the annexation:

1. Consent to annexation has already been approved and filed.
2. Public sewer was extended to serve the site.

E-911 COMMENTS:

No comments.

FIRE DEPARTMENT COMMENTS:

1. **Service** – The primary Fire Station responding to this area would be Station #5 located at 2750 W. Kearney, which is approximately 3.6 miles from the northeast corner of the property. Fire Station #8 located at 1405 S. Scenic is the secondary station responding to this location, which is approximately 5.6 miles from the northeast corner of the property.
2. **ISO area** – The proposed annexation is currently outside the recommended ISO 1.5-mile response distance by 2.67 miles for the 1st due unit (Station 5). ***This will have a negative impact on our ISO rating for deployment.***
3. **Response times/Standards of Cover** – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 7 minutes, 8 seconds. The 2nd due company has an estimated total response time of 9 minutes, 48 seconds. It is unlikely the standard of coverage benchmark could be met for single company responses and unlikely the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. ***The department expects that it will not meet the initial unit or effective response force benchmarks. This location is covered by an established automatic aid agreement to offset the initial unit total response time for a fire emergency. This will negatively impact our accreditation standard of cover.***

		Estimated Total		
--	--	-----------------	--	--

Development Review Staff Report



		Response Time	Benchmark*	Baseline**
1 st Due Company	Station 5	7 minutes 8 seconds	6 minutes 20 seconds	7 minutes 4 seconds
Total Effective Response Force	Station 5,8,2,1	12 minutes 28 seconds	10 minutes 28 seconds	9 minutes 29 seconds

3.6 Miles from Station 5 4 Minutes 48 Seconds

5.6 Miles from Station 8 7 Minutes 28 Seconds

7.6 Miles for Station 1 10 Minutes 8 Seconds

2 Minutes and 20 seconds will be added to each response time for dispatch and turnout time to equal the total response time.

- Water Supply** – Currently there is a City Utilities water main that runs along the north and east side of the property. There are currently fire hydrants on the east side of the property. *All requirements and conditions of the Fire Code must be met for fire suppression water supply for the occupancy type and intended use. The Fire Department does have any concerns with the water supply for this proposed annexation after Fire Code requirements are satisfied.*
- Impact** - The Fire Department is unable to estimate the call activity due to the unique type of development. *While the Fire Department is concerned about the potential for extended total response time to this address from existing stations, adherence to the provisions of the Fire Code for fire suppression water supply and fixed fire suppression systems and supplemental coverage through an automatic aid agreement lessen the concern for impact due to lengthened travel time.*

Fire Department Recommendation: *The Fire Department is supportive of this annexation.*

MODOT COMMENTS:

No comments.

GREENE COUNTY HIGHWAY COMMENTS:

The Greene County Highway Department supports annexation petition A-2-2022 for 5100 W. State Highway EE.

POLICE DEPARTMENT COMMENTS:

No comments.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

Traffic has no objections.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. State Highway EE as a Primary Arterial roadway and N. Haseltine Road as a Collector Roadway. The standard right-of-way width for W. State Highway EE is 50-feet from the centerline

Development Review Staff Report



and for N. Haseltine Road is 30-feet from the centerline. W. State Highway EE is under MoDOT jurisdiction. They may have different right of way requirements. It appears additional right of way is needed for N. Haseltine Road.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count for this section of W. State Highway EE is 3,642 vehicles per day. There are no recent traffic counts for N. Haseltine Road.

DRIVEWAY ACCESS

There is one existing driveway access point onto the property from N. Haseltine Road. Any additional access will be approved based on access standards set forth in City Code Chapter 98. There is no existing access to this property from W. State Highway EE. Access to this property from W. State Highway EE will be approved and permitted by MoDOT.

SIDEWALK

There is not existing sidewalk along the property frontage of W. State Highway EE or N. Haseltine Road. Sidewalks are required at the time of development along N. Haseltine Road or a fee in lieu of approved by the ARC.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

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

IMPROVEMENTS

Any improvements to W. State Highway EE is determined by MoDOT. Improvements are not required for N. Haseltine Road.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. State Highway EE	Primary Arterial	No	30	50
Street 2	N. Haseltine Road	Collector	No	20	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated					
*Proposed Trips Generated					
Additional Trips Generated					

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

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Rainer Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. The city is not aware of a sinkhole at this

Development Review Staff Report



location. A fee in lieu of on-site stormwater detention **is not applicable because detention is already provided**. The property **is not in a stream buffer area**.

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

Development Review Staff Report



ANNEXATION SCHEDULE:

ATTACHMENT 2 ANNEXATION SCHEDULE

ANNEXATION:

Initiate annexation.....	March 21, 2022
City Council public hearing	May 2, 2022
City Council second reading and vote	May 16, 2022

One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed: 04-26-22

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-095

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to sign an agreement with the
2 Ozark Region Workforce Development Board to serve as the One-
3 Stop Operator for the Ozark Region, which consists of the counties
4 of Christian, Dallas, Greene, Polk, Stone, Taney, and Webster, and
5 to accept the funding authorized for the One-Stop Operator in the
6 amount of \$66,473.40.
7 _____
8

9 WHEREAS, the Department of Public Information and Civic Engagement
10 (hereinafter "PIO") responded to an RFP published by the Ozark Region Workforce
11 Development Board for a One-Stop Operator to serve the Ozark Region at the Missouri
12 Job Center; and
13

14 WHEREAS, PIO has already served as the One-Stop Operator after being
15 successfully chosen through a competitive process; and
16

17 WHEREAS, PIO, having already done so successfully, is qualified and ready to
18 continue serving as the One-Stop Operator, to be housed in the Missouri Job Center.
19

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

23 Section 1 – The City Manager, or his designee, is authorized to sign an
24 agreement, in a form approved by the City Attorney's office substantially like attached
25 "Exhibit 1," with the Ozark Region Workforce Development Board, wherein PIO will
26 serve as the One-Stop Operator for the Ozark Region, which consists of the counties of
27 Christian, Dallas, Greene, Polk, Stone, Taney, and Webster, and to accept the funding
28 authorized for the One-Stop Operator in the amount of \$66,473.40, which has already
29 been budgeted.
30

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

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

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

EXPLANATION TO COUNCIL BILL 2022-095

FILED: 04-26-22

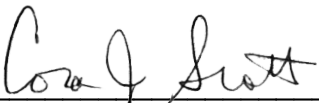
ORIGINATING DEPARTMENT: Public Information and Civic Engagement

PUROPOSE: Authorizing the City Manager, or his designee, to sign an agreement with the Ozark Region Workforce Development Board to serve as the One-Stop Operator for the Ozark Region, which consists of the counties of Christian, Dallas, Greene, Polk, Stone, Taney, and Webster, and to accept the funding authorized for the One-Stop Operator. The total amount awarded is \$66,473.40.

BACKGROUND INFORMATION: The Department of Public Information and Civic Engagement responded to an RFP published by the Ozark Region Workforce Development Board for a One-Stop Operator to serve the Ozark Region at the Missouri Job Center. The Department of Public Information and Civic Engagement currently serves as the One Stop Operator and was successfully chosen through the competitive process.

Public Information and Civic Engagement staff will serve as the coordinator for the One-Stop Operator and will be housed in the Missouri Job Center.

Recommended by:



Cora Scott, Director of Public
Information and Civil Engagement

Approved by:



Jason Gage,
City Manager

AGREEMENT
Among Ozark Region Chief Elected Officials,
Ozark Region Workforce Development Board, and
the City of Springfield

I. Parties

This agreement is entered into by and among the Council of Local Elected Officials (CLEO), the Ozark Region Workforce Development Board (Board), and the City of Springfield (City).

II. Purpose

The purpose of this Agreement is to describe the scope of work, terms, and conditions under which the Ozark Region Workforce Development One-Stop Operator (OSO) will coordinate programs among and between the one-stop partners identified in the Workforce Innovation and Opportunity Act (WIOA) §121(b), and to describe firewalls and agreements to prevent conflicts of interest or the appearance of any conflict of interest and minimize fiscal risk.

III. Eligibility of One-Stop Operator

The City of Springfield Department of Public Information and Civic Engagement is eligible to serve as OSO under *29 U.S.C.A. § 3151(d)(2)*.

IV. OSO's Representations

OSO represents that all persons delivering the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in this Agreement for the agreed compensation.

V. OSO's Service Duties and Obligations

OSO will review and comprehend the requirements under:

- A. the WIOA statute for one-stop partners, the one-stop delivery system, and the OSO;
- B. the WIOA final regulations, both "USDOL Only" and Joint Rule, for the one-stop partners, the one-stop delivery system, and the OSO;
- C. USDOL-issued WIOA Training and Employment Guidance Letters regarding one-stop implementation and OSO functions; and,

- D. the State of Missouri Office of Workforce Development Issuances regarding one-stop implementation and OSO functions.

VI. City's Finance Department and City Manager

City's Finance Department will assist OSO to perform the fiscal obligations stated in this Agreement. The City Manager will take such actions as are necessary to implement this Agreement, including, but not limited to, executing additional agreements with the Board's Executive Committee to clarify responsibilities related to operation of this Agreement and ensure full compliance by City staff of applicable regulations.

VII. OSO's Role

A. In General. The OSO will:

1. serve as an intermediary to public one-stop partners, engaging them to provide access to their services through the public, one-stop-delivery system;
2. know and understand the one-stop partner programs and the program services available through each partner as well as their performance requirements;
3. work with one-stop partners on continuous improvement of the one-stop system;
4. maintain a good working relationship with partners;
5. maintain familiarity with the State of Missouri's Office of Workforce Development's ("OWD's") one-stop certification criteria;
6. assure compliance with the Ozark Region's Job Center standards;
7. assist in developing and implementing the required WIOA Memorandum of Understanding with one-stop partners as directed by the Board;
8. maintain a thorough understanding of federal Department of Labor (DOL) regulations and OWD Issuances;
9. not establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services;
10. as a sub-recipient of Federal funds, follow the federal Uniform Guidance at 2 CFR Part 200;

11. coordinate the service delivery of required one-stop partners and service providers in the Job Center;
12. ensure a cohesive way for partners and service providers to interact in the delivery of service; and,
13. report progress in writing in a format approved by the Board for presentation to the Board and CLEO at their regularly-scheduled meetings.

B. The Job Center. The OSO will:

1. ensure that services provided to job seekers at the Job Center are customer-centered and coordinated with partners as much as possible;
2. coordinate staffing of all available partners to provide coverage during the hours of operation of the Job Center;
3. avoid practices in the operation of the One-Stop that create disincentives for service to individuals with barriers to employment;
4. follow the Plan of Service of the One-Stop, as approved by the Board and CLEO, to clarify how the organization will carry out its responsibilities in the Job Center while demonstrating compliance with the Workforce Innovation and Opportunity Act and corresponding regulations, relevant Office of Management and Budget circulars, and the state's conflict of interest policy;
5. meet Key Performance Indicators (KPI's), which the Board will establish at the beginning of each program year based upon OWD-established certification and performance criteria, such as:
 - a. adhering to the state's established certification criteria;
 - b. increasing the percentage of dual enrollments into one-stop-partner programs;
 - c. establishing, in year one, a baseline of referrals made to one-stop-partner agencies, to be negotiated for increases in years two, three, and four; and,
 - d. other KPI measurable metrics that align with the certification criteria developed by OWD.

VIII. Oversight from Boards

- A. The Board will receive performance data from the State of Missouri's database. The performance levels of all programs housed in the Job Center will be a direct reflection on the operation of the One-Stop Operator.
- B. The Workforce Development Board will use the Job Center Certification process to evaluate OSO's processes to check for possible conflicts of interest.

IX. Limitations.

Except as allowed in current Issuances, the OSO will not:

- A. convene stakeholders or assist in the development and submission of the local Plan;
- B. significantly participate in the competitive-selection process for the OSO or Service Providers;
- C. negotiate local performance measures or submit budgets for the local area to the Board; or,
- D. procure items for the One-Stop using WIOA funds, a function reserved for the City of Springfield Finance Department.

X. Compensation.

The City shall be paid an amount not to exceed Sixty-Six thousand, four hundred seventy-three and 40/100 Cents (\$66,473.40) for the work to be performed under this Agreement by OSO. OSO will bill according to the hourly rates of the staff performing tasks under the Agreement, and as set forth in Exhibit A.

The City will invoice the Board monthly by sending invoices to the Finance Department for the City of Springfield. Invoices will be submitted by the 10th of the month following the month for which the City is seeking payment. Invoices will be accompanied by a Contract Progress Report (CPR) reflecting the charges for the month.

The staff performing work for the Department of Public Information and Civic Engagement under this Agreement will maintain time sheets reflecting time spent on the project elements as described herein and will submit the documentation to the Department. The budgeted position for the OSO/Coordinator will be in the City's budget for the Department of Public Information and Civic Engagement but will be physically located in the Career Center. The job description for the position is attached as Exhibit B. The OSO/Coordinator will be under the direct supervision of the Director of the Department of Public Information and Civic Engagement and will have support from the staff of Workforce Development.

XI. Fiscal Controls.

- A. The City agrees to maintain its books and records in accordance with the Uniform Guidance, to satisfactorily account for all monies spent under this Agreement.
- B. In no case shall the City be paid in advance of work performed or services rendered.
- C. Funds allocated to the City under this Agreement or any amendment hereto are contingent upon the CLEO and the Board's receipt of the federal grant funds under which this Agreement is funded. The CLEO and the Board, therefore, reserve the right to unilaterally deobligate funds based upon the funds awarded to the Ozark Region Workforce Development Area; or, if necessary, to suspend or terminate this Agreement instantaneously and as may be necessitated by Ozark Region Workforce Development Area's funding levels. Any deobligation of funds allocated under this Agreement shall be effective upon notification to the City by the Board through its Chair.

XII. Conflicts of Interest and Firewalls.

- A. The CLEO, the Board, and its standing committees shall not cast a vote on any matter which has direct bearing on services to be provided by that member (or any organization which such member directly represents) or on any matter which would provide direct financial benefit to such member or the immediate family of such member, nor shall any such person engage in any activity determined by the Governor to constitute conflict of interest as specified in the state plan.
- B. Such individuals identified above shall identify any real or perceived conflict of interest prior to discussion and be prohibited from participating in discussion on the matter. The minutes of the meeting shall document compliance with the conflict-of-interest requirements.

XIII. Term of Agreement.

The initial term of this Agreement shall be for one (1) year commencing on the ____ day of _____, 2022, and ending on the ____ day of _____, 2023. The Agreement will continue from year to year, unless terminated by the Executive Committee of the Board or the City Manager.

[Remainder of page intentionally left blank. Signature page follows.]

Approved as to form:

Assistant City Attorney

SIGNED this _____ day of _____, 2022.

Bob Dixon, Chair, Council of Local
Elected Officials

Date

Susan Johanson, Chair, Ozark Region
Workforce Development Board

Date

Bill Skains, Interim Executive Director of
Ozark Region Workforce Development Office

Date

Jason Gage, City Manager, City of Springfield

Date

EXHIBIT A

Salaries and Wages

Staff Salaries are directly identifiable with program tasks assigned to staff. These direct staffing costs are identified on payroll records as specific program projects and tasks occur. The budget amount is based on estimated need to complete the program functions on an annual basis.

Salary/Wages: \$44,855.60

Fringe Benefits

Payroll fringe benefits for the direct staff salaries and wages are associated with direct administrative salaries and wages. The budget amount is based on historical fringe cost and possible fringe increases on an annual basis for the positions listed

- FICA/Medicare – 7.65% of staff salaries and wages
- LAGERS – Estimated to be 16.21% of staff salaries and wages
- WORKMENS COMP – Estimated to be 0.89% of staff salaries and wages
- HEALTH INSURANCE – Monthly Cost Estimated to be \$485 for full time positions only

Fringe: \$16,507.80

Mileage

Program staff mileage reimbursement is associated with one-day travel in daily operations. The reimbursement is calculated at 100% of the standard mileage rate allowed by the Internal Revenue Service for tax purposes.

Mileage: \$1,120.00

Total Budget

Total budget amounts are based on estimated hours needed to complete the program functions on an annual basis. Actual costs will be directly related to the hours and miles reported through electronic timesheets for the listed staff positions. Bi-weekly payroll reports will be available indicating direct program expenses.

Wages:	\$44,865.60
Fringe:	\$16,507.80
Mileage:	<u>\$ 1,120.00</u>
Cell Phone	<u>480.00</u>
Travel	<u>\$2,500.00</u>
Supplies	<u>\$1,000.00</u>

\$66,473.40

One-rdg. _____
P. Hrngs. _____
Pgs. 10
Filed: 04-26-22

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-096

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with
2 the Hatch Foundation to accept \$100,000, and to enter a
3 Memorandum of Understanding with City Utilities of Springfield to
4 accept \$60,000, with all such funds to be applied towards the
5 \$200,000 local cost share requirement for the Lake Springfield
6 Master Planning grant from the United States Department of
7 Commerce Economic Development Administration; and amending
8 the budget of the Department of Economic Vitality for Fiscal Year
9 2021-2022 in the amount of \$160,000.

10
11
12 WHEREAS, City Council authorized the City Manager, or his designee, by
13 Resolution 10598 passed on September 21, 2021, to apply for a grant of up to
14 \$1,000,000 from the United States Department of Commerce Economic Development
15 Administration ("EDA") for the purpose of further planning efforts and studies needed for
16 the development of the Lake Springfield area ("Project"); and
17

18 WHEREAS, on February 10, 2022, the Department of Commerce announced
19 that the EDA would be awarding the City of Springfield a grant of \$800,000, funded by
20 the American Rescue Plan and EDA's Communities Commitment, to carry out the
21 Project; and
22

23 WHEREAS, City Council authorized the City Manager, or his designee, by
24 Special Ordinance 27659, to accept \$800,000 in grant funds from the EDA to carry out
25 the Project; and
26

27 WHEREAS, the EDA grant for the Project requires \$200,000 in local cost share
28 funds; and
29

30 WHEREAS, the Hatch Foundation ("Hatch") submitted a commitment letter for
31 the City's EDA grant application agreeing to contribute \$100,000 in direct cost share
32 towards eligible expenses for the Project, and the City and Hatch desire to enter an
33 agreement setting forth the terms of payment of this cost share; and

WHEREAS, City Utilities of Springfield ("CU") submitted a commitment letter for the City's EDA grant application agreeing to contribute \$60,000 in direct cost share towards eligible expenses for the Project, and the City and CU desire to enter a Memorandum of Understanding setting forth the terms of payment of this cost share.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into an agreement with Hatch, substantially in the form of "Exhibit B," which is attached hereto and incorporated herein by reference, to accept \$100,000 in local cost share funds for the Project.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into a Memorandum of Understanding with CU, substantially in the form of "Exhibit C," which is attached hereto and incorporated herein by reference, to accept \$60,000 in local cost share funds for the Project.

Section 3 – The budget of the City's Department of Economic Vitality for the Fiscal Year 2021-2022 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 077, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 4 – City Council finds that the budget adjustment made above has been recommended by the City Manager.

Section 5 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 6 – 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 2022-096

FILED: 04-26-22

ORIGINATING DEPARTMENT: Economic Vitality Department

PURPOSE: To authorize the City Manager to enter into an Agreement with the Hatch Foundation to accept funds in the amount of \$100,000 and to enter into an Agreement with City Utilities of Springfield to accept funds in the amount of \$60,000 to be applied towards the \$200,000 cost share requirement for the Lake Springfield Master Planning grant from the US Department of Commerce, Economic Development Administration (“EDA”); and amending the budget of the Department of Economic Vitality in the amount of \$160,000.

BACKGROUND INFORMATION: On September 20, 2021, City Council passed a Resolution No. 10598 authorizing the City Manager to apply for this grant. On February 22, 2022, City Council passed Special Ordinance 27659 authorizing the City Manager to accept the EDA grant funds and amend the budget in the amount of \$800,000. The grant award and local cost share will be used to complete studies and a master plan for the former Coal Power Plant and surrounding Lake Springfield area. This grant is funded by the American Rescue Plan and EDA’s Communities Commitment, which allocated \$300 million to support coal communities as they recover from the pandemic and to help them create new jobs and opportunities, including through the creation or expansion of new industry sectors.

REMARKS: The \$160,000 provided by the Hatch Foundation and City Utilities in addition to \$40,000 from Environmental Services Department, previously budgeted, will fulfill the \$200,000 local cost share requirement for the \$800,000 federal funds for a total project budget of \$1 million. Cost share will be used for eligible grant activities including professional services to conduct a hydrological study and develop a master plan with elements dedicated to long-term sustainable and equitable economic development, multimodal transportation and access, enhanced recreational and cultural amenities, public facilities, and infrastructure. Community engagement, led by the Public Information Office, will be funded under the grant, and woven throughout the study and planning process. Community organizations will be involved including the Springfield-Greene County Park Board, the Board of Public Utilities, Southwest Missouri Council of Governments, Ozarks Transportation Organization, Watershed Committee of the Ozarks, Ozark Greenways, Environmental Advisory Board, James River Basin Partnership, Southwest Missouri Indian Center, and many more.

Submitted by:



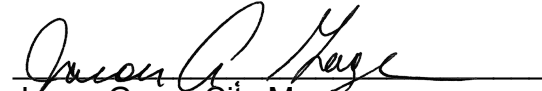
Olivia Hough, Senior Planner

Recommended by:



Amanda Ohlensehlen, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

EXHIBIT A, Budget Adjustment

EXHIBIT B, Hatch Agreement

EXHIBIT C, Memorandum of Understanding

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
077

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
21170	23	60210	416010	103139	00000	\$ 60,000	City Utilities Cost Share
21170	23	60210	416010	103138	00000	100,000	Hatch Foundation Cost Share
Net Revenue Adjustment						\$ 160,000	

Expenditures:

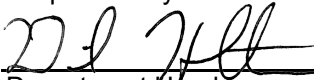
Fund	Dept	Org	Account	P&G	Location	Amount	Description
21170	23	60210	504580	103139	00000	\$ 60,000	City Utilities Cost Share
21170	23	60210	504580	103138	00000	100,000	Hatch Foundation Cost Share
Net Expenditure Adjustment						\$ 160,000	

Fund Balance Appropriation:

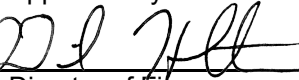
Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating the cost share in conjunction with a Federal United States Department of Commerce grant for the Springfield Lake Development project.

Requested By:

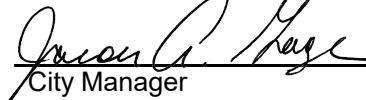

Department Head 04-26-2022
Date

Approved By:


Director of Finance 04-26-2022
Date

Authorization:

Council Bill No. 2022-096
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____


City Manager 04-26-2022
Date

Agreement Regarding the Lake Springfield Area Hydrological Study and Master Plan Project

THIS AGREEMENT ("Agreement") is made and entered into on the ___ day of ____, 2022, by and between the City of Springfield ("City"), a municipal corporation, and the Hatch Foundation ("Hatch"), a Missouri 501 (c)(3) organization, pursuant to Section 70.220 RSMo.

WHEREAS, the City applied for a grant from the United States Department of Commerce's Economic Development Administration ("EDA") to conduct studies needed for future development of the Lake Springfield area and to complete a Vision and Master Plan for this area (the "Project"); and

WHEREAS, Hatch submitted a commitment letter for the City's grant application to the EDA on September 30, 2021, agreeing to contribute \$100,000 in direct cost share towards eligible expenses for the Project; and

WHEREAS, the EDA awarded the City an \$800,000 grant, funded by the American Rescue Plan and EDA's \$300 million Coal Communities Commitment, for the Project; and

WHEREAS, the City and Hatch desire to enter an agreement setting forth the parties' mutual responsibilities with regard to the Project.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

1. **Hatch's Contribution.** Hatch agrees to contribute a total of \$100,000 to the City in direct cost for the Project. City shall invoice Hatch every six months, starting September 30, 2022, as Project costs are incurred, and Hatch shall for eligible costs within 30 days of the date of the invoice. Hatch may, at its discretion, participate on the Project team.

2. **City's Responsibility.** The City agrees to perform the Project activities set forth in the EDA Grant Agreement for the Springfield Lake Master Plan, Award Number 05-79-06149.

3. **Term.** The payments from Hatch to the City shall be made as set forth in Paragraph 1, unless otherwise directed in writing by the City, but in any event, all of Hatch's payments required hereunder shall be made by November 30, 2024.

4. **Conflicts.** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Hatch covenants that it presently has no interest and shall not acquire any interest, of a direct or indirect nature, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. Hatch further covenants that in the performance of this Agreement that no person having such interest shall be employed or compensated by Hatch.

5. **Assignment.** Hatch shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto.

6. **Discrimination.** Hatch agrees in the performance of this Agreement 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 Hatch 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. Hatch and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

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

7. **Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act).** That pursuant to Missouri Revised Statute Sections 34.600 et., seq., Hatch must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that Hatch is not currently engaged in and shall not, for the duration of the Agreement, 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.

8. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to Hatch), or by first class mail addressed to City or Hatch at the addresses shown below. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to Hatch) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

City of Springfield
Attn: Olivia Hough
840 N. Boonville Ave.
Springfield, MO 65802
Phone: 417-864-1092
Fax: 417-864-1030

Hatch Foundation
Attn: Erin Danastasio

1525 E Republic Road Suite A100
Springfield MO 65804
Phone: (417) 888-1491
Email erin@hatchsgf.org

9. **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 litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

10. **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.

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

APPROVED AS TO FORM

Jill Burris, Assistant City Attorney

Hatch Foundation

Signature: _____

(Print name and title)

Date: _____

CITY OF SPRINGFIELD, MISSOURI

Signature: _____

By: _____
(City Manager or Designee)

Date: _____

Memorandum of Understanding
Regarding the Lake Springfield Area Hydrological Study and Master Plan Project

This Memorandum of Understanding ("MOU") is made and entered into on the __ day of ____, 2022, by and between the City of Springfield, Missouri ("City"), and City Utilities of Springfield, Missouri ("CU").

WHEREAS, the City applied for a grant from the United States Department of Commerce's Economic Development Administration ("EDA") to conduct studies needed for future development of the Lake Springfield area and to complete a Vision and Master Plan for this area (the "Project"); and

WHEREAS, CU submitted a commitment letter for the City's grant application to the EDA on September 27, 2021, agreeing to contribute \$60,000 in direct cost share towards eligible expenses for the Project; and

WHEREAS, the EDA awarded the City an \$800,000 grant, funded by the American Rescue Plan and EDA's \$300 million Coal Communities Commitment, for the Project; and

WHEREAS, although CU is not a recipient of the grant, the City and CU desire to enter this MOU setting forth how CU's payment will be made to support the project .

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this MOU, the parties agree as follows:

1. **CU's Contribution.** CU agrees to contribute a total of \$60,000 to the City in direct cost for the Project pursuant to the commitment letter dated September 27, 2021. City shall invoice CU for this amount, and CU shall pay this amount in a single lump sum within 30 days of the date of the invoice is received by CU.
2. **City's Responsibility.** The City agrees to use the funds set out above to perform the Project activities set forth in the EDA Grant Agreement for the Springfield Lake Master Plan, Award Number 05-79-06149.
3. **Conflicts.** CU covenants that no salaried officer or employee of CU and no member of the Board of Public Utilities has a present financial interest in the Project and shall not acquire any interest, of a direct or indirect nature, which would conflict in any manner or degree with the performance of services to be performed under this Agreement.
4. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to CU), or by first class mail addressed to City or CU at the addresses shown below. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to CU) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

City of Springfield
Attn: Olivia Hough
840 N. Boonville Ave.
Springfield, MO 65802
Phone: 417-864-1092
Fax: 417-864-1030

City Utilities
Attn: Drew Hilpert, Deputy General Counsel
301 East Central St.
Springfield, MO 65802
Phone: 417-831-8609
Fax: 417.831.8303

5. **Choice of Law.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri.

6. **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.

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

APPROVED AS TO FORM

Jill Burris, Assistant City Attorney

City Utilities of Springfield

Signature: _____

By: _____
Gary Gibson, President/CEO

Date: _____

CITY OF SPRINGFIELD, MISSOURI

Signature: _____

By: _____
(City Manager or Designee)

Date: _____

One-rdg. _____
P. Hmgs. _____
Pgs. 3
Filed 04-26-22

Sponsored by: Ollis

First Reading: _____

Second Reading _____

COUNCIL BILL 2022-097

GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedule by making provision for fifteen new job titles, and the Professional, Administrative and Technical Unclassified Schedule by making provision for one new job title.

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

NOTE: **Bold** language is being added and ~~stricken~~ language is being deleted.

Section 1 – Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to various salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical ("PAT") Schedule is hereby amended by adding the following job title:

Proposed Job Title and Salary Grade
(Title to be Added)

Classification:

Salary Grade:

NIBRS Representative	PAT-5
Assistant Tennis Professional	PAT-5
Veterinary Technician	PAT-6
Ice Hockey Development Specialist	PAT-7
Timmons Hall Education Coordinator	PAT-7
Head Tennis Professional	PAT-7
Ice Skating Coordinator	PAT-7
Mayor's Commission for Children Coordinator	PAT-8
Community Archery Coordinator	PAT-8

CDSP Coordinator	PAT-8
Facilities Project Coordinator	PAT-9
Horticulture Supervisor	PAT-9
Friends of the Garden Coordinator	PAT-9
Sister Cities Coordinator	PAT-9
Arboriculture Supervisor	PAT-9

Section 2 – Springfield City Code, Section 2-92, known as the ‘Salary Ordinance,’ relating to various salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Unclassified Schedule is hereby amended by adding the following job title:

Proposed Job Title and Salary Grade
(Title to be Added)

Classification:	Salary Grade:
-----------------	---------------

Director of Quality of Place Initiatives	PAT-14U
---	----------------

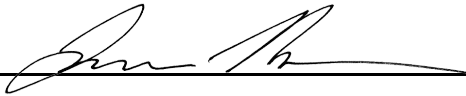
Section 3 – This Ordinance shall be in full force and effect from and after passage.

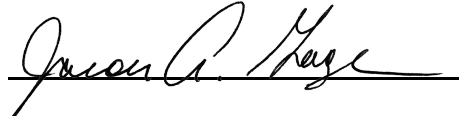
Passed at meeting: _____

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- 097

FILED: 04-26-22

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To amend Chapter 2, Article III, Division 1 of the Code of Ordinances of the City of Springfield, Missouri, Section 2-92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedules by making provision for sixteen (16) new job titles.

BACKGROUND: This Council bill contains recommendations related to job title additions due to department organizational changes and job studies recently completed by Human Resources. New job title additions include: NIBRS Representative, PAT-5; Assistant Tennis Professional, PAT-5; Veterinary Technician, PAT-6; Ice Hockey Development Specialist, PAT-7; Timmons Hall Education Coordinator, PAT-7; Head Tennis Professional, PAT-7; Ice Skating Coordinator, PAT-7; Mayor's Commission for Children Coordinator, PAT-8; Community Archery Coordinator, PAT-8; CDSP Coordinator, PAT-8; Director of Quality of Place Initiatives, PAT-14U; Facilities Project Coordinator, PAT-9; Horticulture Supervisor, PAT-9; Friends of the Garden Coordinator, PAT-9; Sister Cities Coordinator, PAT-9; and Arboriculture Supervisor, PAT-9.

REMARKS: Human Resources has completed job studies and recommends the establishment of the new job titles based on organizational changes and the results from the job studies. Based on the scope of responsibility required of each position, the recommended salary grade assignments as outlined in the attached Council Bill are consistent with the overall level of responsibility and in some cases will result in reclassifications for incumbent employees.

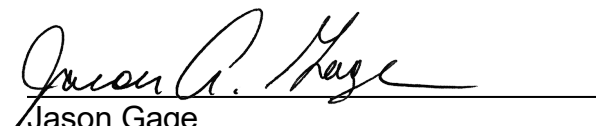
BUDGET NOTE: The recommendations and explanations contained herein are consistent with Council's policies. No funds are requested; therefore, a budget adjustment is unnecessary.

It is respectfully requested that Council give consideration and approval to these changes.

Submitted by:


Darla Morrison,
Director of Human Resources

Approved by:


Jason Gage,
City Manager

One-rdg. X
P. Hmgs.
Pgs. 11
Filed 05-10-22

Sponsored by McGull

COUNCIL BILL 2022-118 RESOLUTION

A RESOLUTION

1 AUTHORIZING the commitment of up to \$1,566,698 in matching funds if a \$1,500,000
2 grant is awarded from the United States Economic Development
3 Administration and the United States Department of Commerce, for
4 the purpose of upgrading LeCompte Road, from East Division Street
5 (Route YY) north to the BNSF Railroad Crossing, and the LeCompte
6 Road and Division Street intersection.
7
8

9 WHEREAS, Council previously authorized the City Manager, or his designee, to
10 apply for a \$1,500,000 grant from the United States Economic Development
11 Administration ("EDA") to partially fund the reconstruction and improvements to
12 LeCompte Road and Division Street in Resolution 10589; and
13

14 WHEREAS, these improvements will include widening LeCompte Road to three
15 lanes from the existing railroad tracks south to Springfield Underground's entrance,
16 widening of shoulders on LeCompte Road from Springfield Underground's entrance
17 south to Division, and improving the LeCompte Road and Division Street Intersection as
18 depicted on "Exhibit A," which is attached hereto and incorporated herein by this
19 reference; and
20

21 WHEREAS, improvements to LeCompte Road are necessary to provide
22 infrastructure to accommodate current uses and future needs; and
23

24 WHEREAS, the EDA has informed the City that the application has been
25 reviewed for merit and selected for further consideration; and
26

27 WHEREAS, the EDA has requested additional information while conducting
28 further evaluation, including, but not limited to, providing a resolution from City Council
29 indicating availability and commitment of matching funds; and
30

31 WHEREAS, the City is committed to providing said matching funds for this
32 project.
33

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

36
37 Section 1 – If the City is awarded a grant from the United States Economic
38 Development Administration and the United States Department of Commerce in the
39 amount of \$1,500,000 for the purpose of upgrading LeCompte Road from East Division
40 Street (Route YY) north to the BNSF Railroad Crossing and the intersection of
41 LeCompte Road and Division Street, the City commits up to \$1,566,698 in local
42 matching funds to the project, said funds already budgeted through the 1/8-cent
43 Transportation Sales Tax – Cost Share Program.

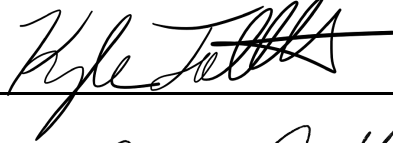
44
45 Section 2 – This Resolution shall be effective immediately upon adoption.

46
47 Passed at meeting: _____

48
49 _____
50 Mayor

51
52 Attest: _____, City Clerk

53
54
55 Filed as Resolution _____

56
57 Approved as to form: , Assistant City Attorney

58
59
60 Approved for Council action: , City Manager
61

EXPLANATION TO COUNCIL BILL 2022-118

FILED: 05-10-22

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the commitment of \$1,566,698 in funds to match a grant from the United States Economic Development Administration and the United States Department of Commerce in the amount of \$1,500,000 if such a grant is awarded, for the purpose of upgrading LeCompte Road, from East Division Street (Route YY) north to the BNSF Railroad Crossing, and the LeCompte Road and Division Street intersection.

BACKGROUND INFORMATION: The Economic Development Administration's (EDA's) mission is to lead the Federal economic development agenda by promoting innovation and competitiveness, preparing American regions for economic growth and success in the worldwide economy. EDA supports development in economically distressed areas of the United States by fostering job creation and attracting private investment. EDA solicits applications from applicants in order to provide investments that support construction under Economic Adjustment Assistance Program and the Public Works and Economic Development Act of 1965.

Council previously authorized staff to apply for this grant in Resolution 10589. Since passage of that resolution, the City has been formally informed by EDA that the application for LeCompte Road has been reviewed for merit and selected for further consideration. As part of this preliminary selection, EDA has requested that the City provide additional information, including providing a resolution from City Council indicating availability and commitment of matching funds.

This Council bill would authorize the commitment of \$1,566,698.00 in funds already budgeted through the 1/8-cent Transportation Sales Tax – Cost Share Program to match a potential \$1,500,000.00 grant from the EDA to partially fund the reconstruction of LeCompte Road from the existing alignment at the BNSF Railroad to the Springfield Underground entrance and widen existing LeCompte Road from Springfield Underground entrance to Division Street. Additional improvements will be made at the LeCompte Road and Division Street intersection as well as turn lane improvements on Division Street.

LeCompte Road serves as one of the main thoroughfares for the industrial, manufacturing, and warehousing land uses east of US 65. The roadway is not currently designed to accommodate the volume of truck traffic that exists on it today, nor expected to accommodate in the future. One item holding the area back from being developed is the lack of appropriate infrastructure to support it. In order to stimulate economic development in the area, improvements to LeCompte Road are necessary. If awarded, the project is anticipated to stimulate the creation of jobs and further insulate Springfield from the economic hardships of COVID-19. Costs associated with the project above the grant funding amount will be covered by a future cost share agreement between the Erlen Group (formerly Springfield Underground) and the City dividing the costs equally. "Exhibit

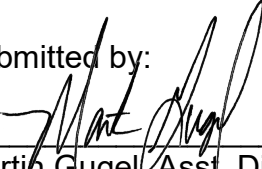
A" is provided as a conceptual plan and location map.

Supports the following City Council Priorities:

- Economic Vitality
- Public Safety

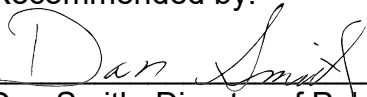
REMARKS: Public Works recommends approval of this resolution.

Submitted by:



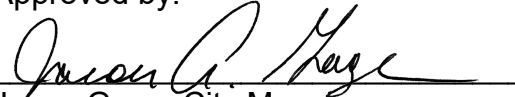
Martin Gugel, Asst. Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

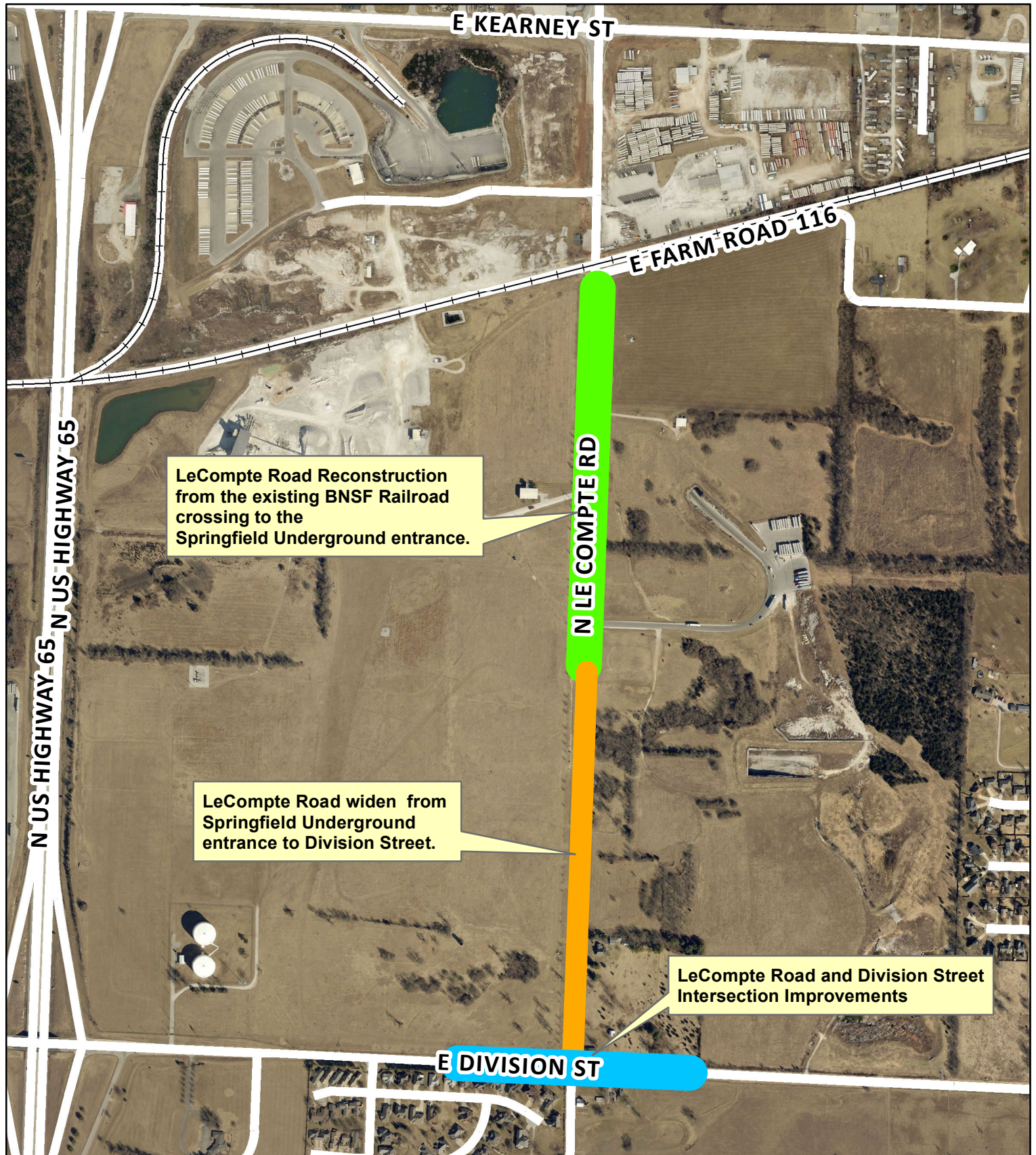
Approved by:

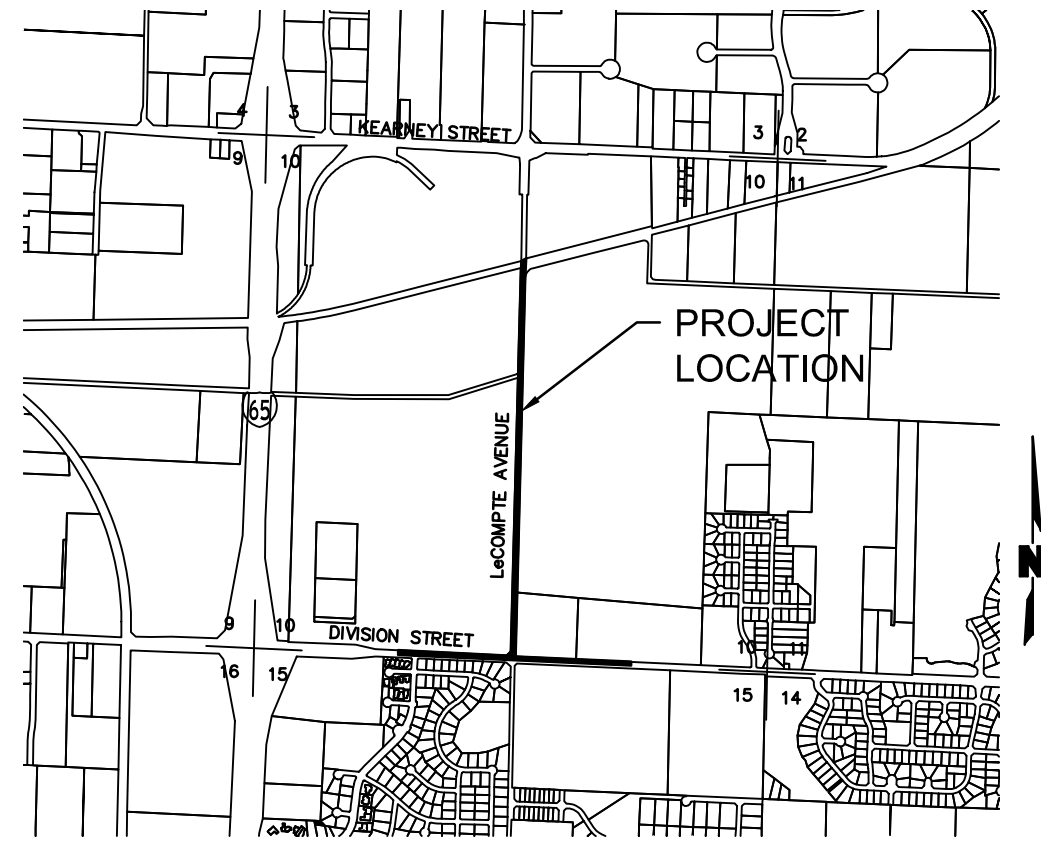


Jason Gage, City Manager

EXHIBIT A

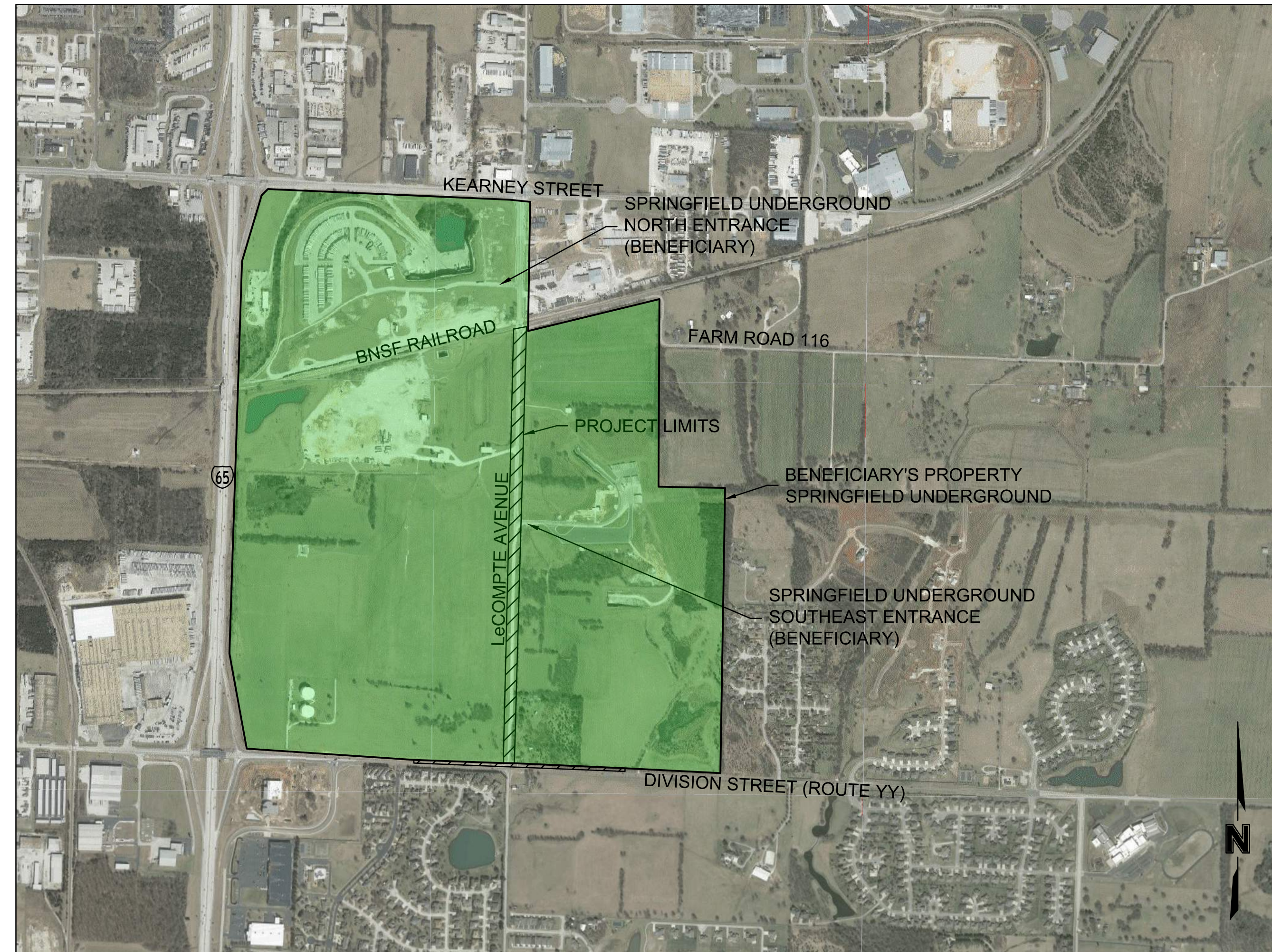
LeCompte Road Improvements from BNSF Railroad crossing to Division and LeCompte Road and Division Intersection Improvements





LOCATION MAP
SCALE: 1"=2000'
SEC. 10, T-29-N, R-21-W

ROADWAY IMPROVEMENTS
LeCOMPTE AVENUE and DIVISION STREET (ROUTE YY)
FOR
CITY OF SPRINGFIELD
PUBLIC WORKS - TRANSPORTATION
GREENE COUNTY, MISSOURI



INDEX OF SHEETS

- | | |
|-----|---|
| 1 | COVER SHEET |
| 2 | TYPICAL SECTIONS |
| 3-5 | CONCEPT PLAN - LeCOMPTE AVENUE |
| 6 | CONCEPT PLAN - DIVISION STREET (ROUTE YY) |

OWNER

CITY OF SPRINGFIELD

CONTACT: DERRICK ESTELL

840 N. BOONVILLE AVE.
SPRINGFIELD, MO 65802
TELEPHONE 417-864-1971

PREPARED BY



CONTACT: REID CATT, P.E.
JARED RASMUSSEN, P.E.
JOSH LEEK

550 E. ST. LOUIS STEET
SPRINGFIELD, MO 65806
TELEPHONE 417-890-8802

DESIGN SPEED
LeCOMPTE AVENUE = 45 MPH
 DIVISION STREET = 55 MPH



1-800-DIG-RITE OR 811
www.mo1call.com

olson

Springfield, MO 65806
TEL 417.890.8802
www.olsson.com

[illegible]

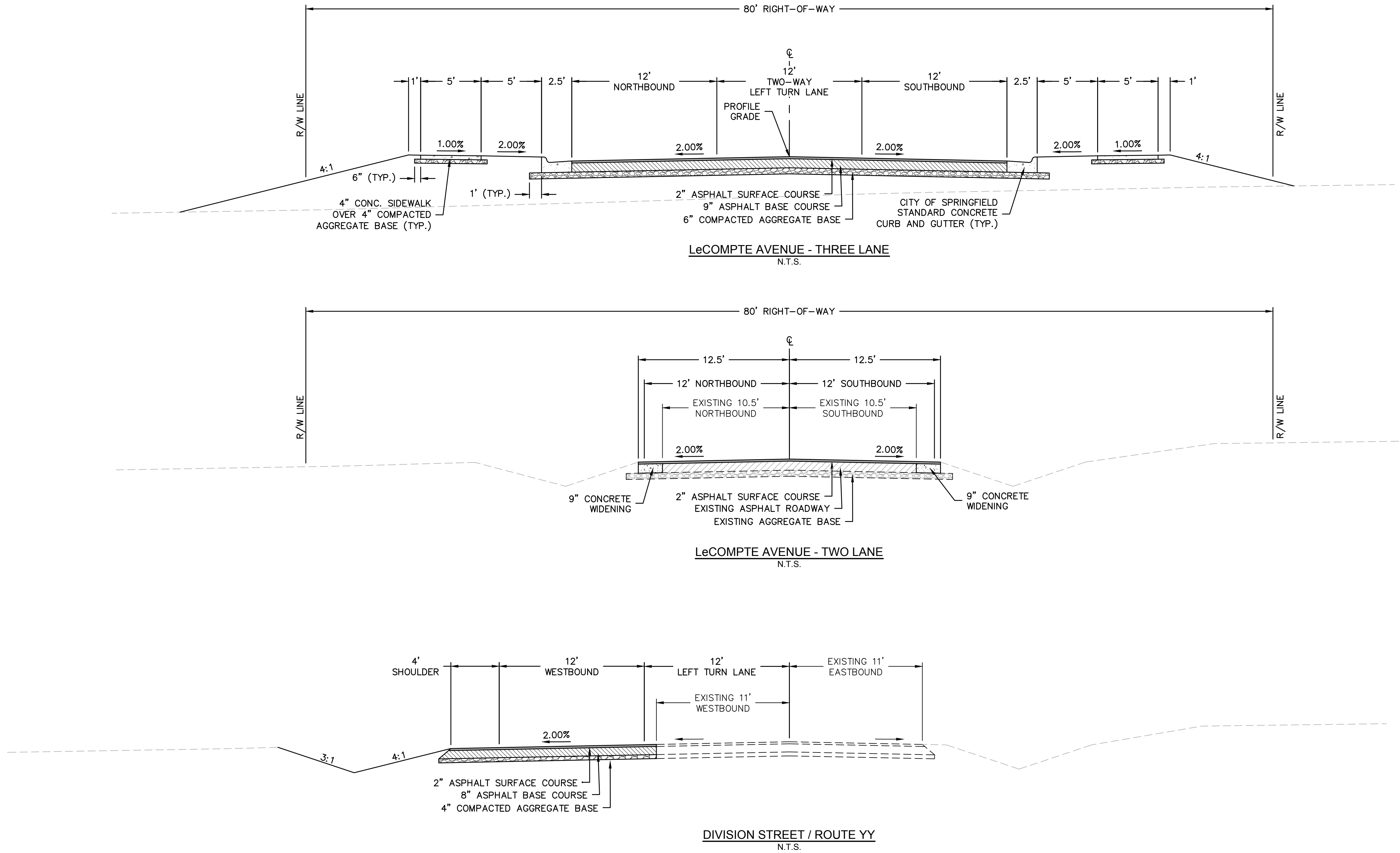
COVER SHEET

LeCOMPTE AVENUE IMPROVEMENTS

SPRINGFIELD, MISSOURI

Drawn by: JKL
 Designed by: JKL
 Checked by: RBC
 Project no.: 019-3475
 Drawing no.: 0193475_CVR.DWG
 Date: 12.04.2020

SHEET
of 6



550 St. Louis St.
Springfield, MO 65806
TEL 417.890.8802
www.olson.com

TYPICAL SECTIONS		REVISIONS	
LeCOMPTe AVENUE IMPROVEMENTS	REV. NO.	DATE	REVISIONS DESCRIPTION
2020		REVISIONS	

drawn by: JKL
designed by: JKL
checked by: RBC
project no.: 019-3475
drawing no.: 0193475_TYP.DWG
date: 12.04.2020

SHEET
2 of 6

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 05-10-22

Sponsored by: Hardinger

First Reading _____

Second Reading _____

COUNCIL BILL 2022-119

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the budget for Fiscal Year 2021-2022 for the Department of
2 Environmental Services in the amount of One Million Four Hundred
3 Thousand Dollars (\$1,400,000) to appropriate retained earnings
4 from the Clean Water Fund for the construction of the East Chestnut
5 Phase 1 Sewer Replacement capital improvement project.
6 _____
7

8 WHEREAS, the City of Springfield, Missouri, by and through the Department of
9 Environmental Services (the "Department") desires to provide environmentally and
10 economically responsible wastewater management to the citizens of Springfield and the
11 region; and
12

13 WHEREAS, on April 5, 2021, through Special Ordinance 27480, the City
14 approved the 2021 Supplemental Overflow Control Plan to comply with the Amended
15 Consent Judgment and the East Chestnut Phase 1 Sewer Replacement project is
16 described as an anticipated project; and
17

18 WHEREAS, the East Chestnut Phase 1 Sewer Replacement project,
19 2019PW0038, will be constructed as a cooperative project with a Department of Public
20 Works stormwater capital improvement project identified as the Jordan Creek B6
21 Regional Detention Basin project, 2018PW0023; and
22

23 WHEREAS, this project has been listed in the Council-approved Capital
24 Improvement Program ("CIP") since 2021.
25

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

29 Section 1 – The budget for the Fiscal Year 2021-2022 of the Department of
30 Environmental Services of the City of Springfield is hereby amended in the accounts
31 and in the amounts as shown on Budget Adjustment No. 078, a copy of which is
32 attached hereto and incorporated herein by reference as "Exhibit A."
33

34 Section 2 – The City Council hereby finds that the budget adjustment made
35 above has been recommended by the City Manager.

36
37 Section 3 – The City Manager is directed to cause the appropriate accounting
38 entries to be made in the books and records of the City.

39
40 Section 4 – This Ordinance shall be in full force and effect from and after
41 passage.

42
43 Passed at meeting: _____

44
45 _____
46 Mayor

47
48 Attest: _____, City Clerk

49
50 Filed as Ordinance: _____

51
52
53 Approved as to form: John Millington, Deputy City Attorney

54
55
56 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2022-119

FILED: 05-10-22

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To approve a budget adjustment to amend the Fiscal Year 2021-2022 Budget for the Department of Environmental Services in the amount of \$1,400,000 to appropriate retained earnings of the Clean Water Fund for the construction of the East Chestnut Phase 1 Sewer Replacement capital improvement project.

BACKGROUND INFORMATION: Design of the East Chestnut Phase 1 Sewer Replacement project, 2019PW0038, was completed in 2022 in cooperation with the design of the Department of Public Works stormwater project identified as the Jordan Creek B6 Regional Detention Basin, 2018PW0023. The purpose of the East Chestnut Phase 1 Sewer Replacement project is to reduce sanitary sewer overflows by increasing the sewer collection system capacity and improving system hydraulics. This project will also improve the asset life of the sewer collection system. The East Chestnut Phase 1 Sewer Replacement Project includes the replacement of approximately 2,200 linear feet of vitrified clay pipe near the intersection of East Chestnut and Trafficway upstream to near the intersection of Patterson and Rockhurst. This project is described as a targeted project in the 2021 Supplemental Overflow Control Plan to comply with the Amended Consent Judgment as approved by City Council on April 5, 2021, through Special Ordinance 27480. The project is included in the City's Capital Improvement Program as Project Number 21-0019. Due to the volatility of the construction and materials markets, Environmental Services is requesting funding approval prior to bidding to decrease the time between receiving bids and construction completion. The requested budget adjustment includes some contingency funding to allow for market fluctuations and all unspent contingency funding will be returned to the Clean Water Fund upon project completion.

This project is currently scheduled to bid before the end of fiscal year 2022. This budget adjustment is necessary for Environmental Services to appropriate funding for the project within this fiscal year.

REMARKS:

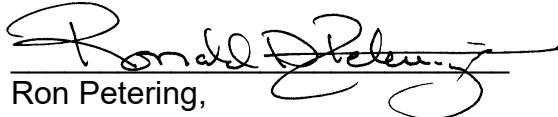
1. The East Chestnut Phase 1 Sewer Replacement project will reduce sanitary sewer overflows by increasing the sewer collection system capacity and improving system hydraulics. The project will also improve the asset life of the sewer collection system.
2. The costs of construction and long-term care of these improvements will be recovered from Clean Water Enterprise fund fees during their useful life.
3. Plans, specifications, and cost estimates have been prepared and are on file.
4. The project will be advertised through the City's Division of Purchasing.

5. Bids will be advertised, publicly opened and awarded pending a review by the City's evaluation committee.
6. The requested budget adjustment of \$1,400,000 includes the construction, contingency, and additional materials that will be utilized for construction.

Environmental Services supports this project as a unique opportunity to partner with Public Works to construct necessary stormwater and sanitary sewer improvements under a single construction project, whereby the budgets of both departments can benefit from economies of scale typically inherent in a single larger construction contract and the work zone disruption within the neighborhood can be minimized by simultaneous construction of both improvements.

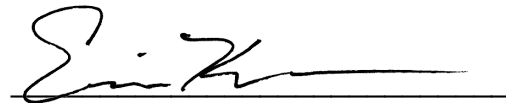
RECOMMENDATIONS: The Department of Environmental Services recommends approval of this Council bill and budget adjustment.

Recommended by:



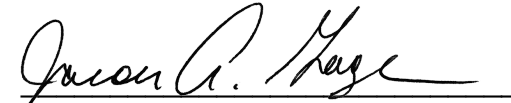
Ron Petering,
Assistant Director of Environmental Services

Submitted by:



Errin Kemper,
Director of Environmental Services

Approved by:



Jason Gage,
City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
078

Revenues:

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

Expenditures:

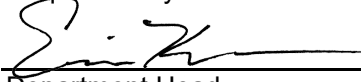
Fund	Dept	Org	Account	P&G	Location	Amount	Description
53020	08	33520	509110	102762	00000	\$ 1,400,000	East Chestnut Phase 1 Sewer Replacement
Net Expenditure Adjustment						\$ 1,400,000	

Fund Balance Appropriation:

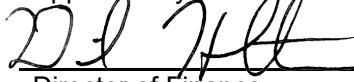
Fund	Title	Amount
53020	Clean Water Fund	(1,400,000)

Explanation: To amend the FY2021-22 budget of the Department of Environmental Services by appropriating fund balance reserves of \$1,400,000 from the Clean Water Fund for the East Chestnut Phase 1 Sewer Replacement project.

Requested By:

 05-09-2022
Department Head Date

Approved By:

 05-09-2022
Director of Finance Date

 05-09-2022
City Manager Date

Authorization:

Council Bill No. 2022-119
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 05-10-22

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 120

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a developer's Sewer
2 Extension Cost Reimbursement Agreement with Meadowood
3 Development, LLC, for the recovery of proportional square foot costs of
4 the construction of a trunk line sewer to serve the Meadowood
5 Subdivision and establishing a sanitary sewer cost recovery area and
6 per square foot connection fee for proportional reimbursement.
7
8

9 WHEREAS, Meadowood Development, LLC, is developing Meadowood
10 Subdivision, northwest of the intersection of State Highway D (Sunshine Street) and
11 South Royal Drive, by constructing 3,130 linear feet of trunk line sewer through an
12 unserved portion of the Pierson Creek sewershed to serve the development; and
13

14 WHEREAS, the area served by this trunk line sewer is 4,213,637 square feet and
15 other property owners in the area may be able to take advantage of the trunk line sewer
16 provided by Meadowood Development, LLC; and
17

18 WHEREAS, the City and Meadowood Development, LLC, desire to enter into a
19 developer's Sewer Extension Cost Reimbursement Agreement wherein the City agrees,
20 pursuant to City Code 120-256, to establish and collect a per square foot construction
21 connection fee to recover and reimburse the developer for proportional construction
22 costs of the off-site trunk line sewer as other property owners connect; and
23

24 WHEREAS, the established construction connection fee for the Meadowood
25 Trunk Line Service Area will be \$0.093 per square foot of property connected, which is
26 calculated by dividing the developer's construction cost of \$391,811.10 by the
27 4,213,637 square feet of potential area served.
28

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

32 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
33 a developer's Sewer Extension Cost Reimbursement Agreement with Meadowood

Development, LLC, said agreement to be in substantially the same form as the document attached hereto and incorporated herein by this reference as "Exhibit 1," and to do those things necessary to carry out the intent of the Agreement.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

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

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

EXPLANATION TO COUNCIL BILL NO. 2022- 120

FILED: 05-10-22

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: Authorizing the City Manager, or his designee, to enter into a developer's Sewer Extension Cost Reimbursement Agreement with Meadowood Development, LLC, for the recovery of proportional square foot costs of the construction of a trunk line sewer to serve the Meadowood subdivision and establishing a sanitary sewer cost recovery area and a per square foot connection fee to reimburse the developer for proportional costs of construction of the trunk line sewer.

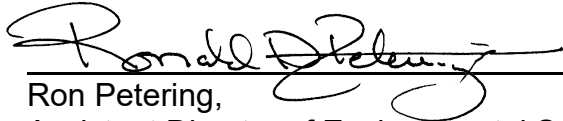
BACKGROUND INFORMATION: A new residential subdivision named Meadowood is to be constructed northwest of the intersection of State Highway D (Sunshine Street) and Royal Drive. The subdivision will lie outside the existing corporate limits of the City but within the Urban Service Area boundary. Currently, the City's sanitary sewer infrastructure stops short of this property and will need to be extended to provide service to the development. The developer has agreed to construct, at their own cost, the needed trunk line extension totaling 3,130 linear feet. The extension will serve the Meadowood subdivision but will also make sewer service available to other tracts of land in the vicinity.

The City has established a mechanism, per City code Section 98-287, whereby if other properties connect to sewer infrastructure that was constructed by private contract, a pro rata contribution can be collected by the City and refunded to the Developer to offset a portion of their construction costs. The service area for this trunk sewer extension has been identified to include the properties shown in "Exhibit A" of the Sewer Extension Cost Reimbursement Agreement ("Exhibit 1"). This service area includes 4,213,637 square feet. The developer's Sewer Extension Cost Reimbursement Agreement, if authorized by this Council bill, will establish a connection fee which will reimburse the developer for portions of the cost of this trunk sewer as properties in this basin develop and connect to the trunk line sewer.

REMARKS: This agreement is similar to others the City has entered in the past when a developer must extend significant off-site sewers to serve a development. This developer's Sewer Extension Cost Reimbursement Agreement allows the developer to recover some of the costs of the privately financed infrastructure as other property owners take advantage of the trunk line sewer extension. The established connection fee for the Meadowood Trunk Line Service Area will be \$0.093 per square foot of property connected (\$391,811.10, the Developer's construction cost, divided by 4,213,637 square feet of area served).

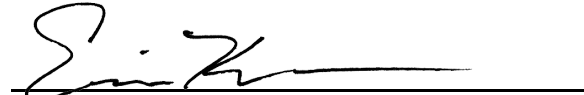
RECOMMENDATIONS: Because the extension of this privately constructed trunk line sewer will provide sanitary sewer availability for multiple properties in this drainage basin and because the proposed developer's Sewer Extension Cost Reimbursement Agreement follows the requirements contained in City code Section 98-287, Environmental Services recommends passage of this Council bill.

Submitted by:

A handwritten signature in black ink, appearing to read "Ron Petering", written over a horizontal line.

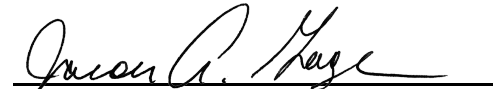
Ron Petering,
Assistant Director of Environmental Services

Recommended by:

A handwritten signature in black ink, appearing to read "Errin Kemper", written over a horizontal line.

Errin Kemper,
Director of Environmental Services

Approved by:

A handwritten signature in black ink, appearing to read "Jason Gage", written over a horizontal line.

Jason Gage, City Manager

SEWER EXTENSION COST REIMBURSEMENT AGREEMENT

AGREEMENT No. _____

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the City of Springfield, Missouri, a municipal corporation, hereinafter referred to as the “City,” and Meadowood Development, LLC, a Missouri [Limited Liability Company or Corporation], hereinafter referred to as the “Developer”.

WHEREAS, the Developer, is the owner of a 27.3-acre property, which shall be developed as the Meadowood Subdivision, (hereinafter “Meadowood”) and desires to construct adequate sanitary sewer services; and

WHEREAS, the City owns and operates the sanitary sewer collection system and treatment plant (hereinafter the publicly owned treatment works or “POTW”) which could serve the Springfield Urban Service Area, within which the subject property is located, and is agreeable to accepting and treating the sewerage from the development; and

WHEREAS, a new gravity sanitary sewer extension, which will be designated as Meadowood Joint District Sanitary Sewer Trunk Line (hereinafter “Trunk Line”), will need to be constructed to connect the development to the City’s existing POTW. The new trunk sewer line will serve a common public need, benefitting multiple properties, for sewer service within the drainage basin, which will be designated as Meadowood Joint District Sanitary Sewer Trunk Line Service Area (hereinafter “Service Area”); and

WHEREAS, the City and the Developer desire to create a plan for adequate sewer to the area according to plans and specifications approved by the City, and known as PW Plan No. 2021PW0043; and

WHEREAS, the Trunk Line shall be constructed in accordance with City standards and specifications and, upon completion, inspection and approval by the City, Developer will deed, convey and assign all right, title, interest and possession of the Trunk Line to the City at no charge. City agrees to assume ownership and maintenance of the sanitary sewer system, pursuant to City Code §98-289; and

WHEREAS, the City will establish, at its expense, a Service Area boundary which will encompass the Trunk Line and the properties draining by gravity to the Trunk Line; and

WHEREAS, pursuant to City Code 120-256 the City shall thereafter collect a Service Area Connection Fee (hereinafter “Connection Fee”) from each new connection within the Service Area for the privilege of connecting to the POTW, said Connection Fee to be used to provide partial reimbursement to the Developer according to the approved costs in constructing the sewer extension (hereinafter “Costs of the Project”).

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, terms and conditions set forth herein, the Developer and the City agree as follows:

1. **Developer agrees to:**

- A. *Consent to Annexation.* The Developer shall provide consent(s) to annexation for all Developer owned tract(s) served by the Trunk Line, pursuant to City Code §120-72.
- B. *Construct the Trunk Line.* The Developer will coordinate and administer all design and construction efforts necessary to build the Trunk Line including:
 - i. Retain professional engineering and land survey firm(s), licensed with the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects to develop sealed construction documents consisting of, but not limited to, construction plans, technical specifications, and any necessary easement documents for the Trunk Line all of which shall comply with the standards and construction details established by the City.
 - ii. Upon completion of the construction of the Trunk Line, the Developer or Developer's contractor shall promptly restore all easements or licenses required for construction, to similar condition as existed immediately prior to the commencement of the work.
- C. *Finance the Construction.* The Developer agrees to pay all approved Costs of the Project, including but not limited to, costs for the acquisition of Trunk Line easements or right(s)-of-way (not to exceed the actual acquisition cost and which are determined to be reasonable by the director of Environmental Services), licenses, reasonable cost of blueprints, advertising, mailings, reasonable engineering and inspection expenses, surveying, title insurance, planning fees and expenses, contractor services and costs for materials ("Costs of the Project").
- D. *Turn Completed Trunk Line over to City.* After completion of the Trunk Line, according to the plans and specifications on file in the Public Works department and identified as PW Plan No. 2021PW0043, and upon inspection and approval of the constructed Trunk Line by the City, Developer will assign, deed and convey all right, title, easement(s), interest and possession of the Trunk Line to the City, free and clear of any liens or encumbrances, for its use, operation and maintenance.
- E. *Provide Warranty and indemnification.* The Developer agrees to provide the following warranties, protections, and indemnifications to the City:
 - i. Provide the City with a one (1) year contractor's warranty covering all materials and workmanship involved in construction of the Trunk Line. Contractor's warranty shall be on a "full replacement value" basis, meaning that no deductible or other financial contribution is required of the City for correction of any warranty claims; and
 - ii. Developer will warrant and defend any sanitary sewer temporary or permanent easement(s) of the Trunk Line and will defend and indemnify the City, its successors and assigns, from and against the claims and demands of all persons whatsoever in connection with any claims arising from the acquisition of the easements required for construction of the Trunk Line; and
 - iii. Defend, indemnify, and hold the City harmless from any and all claims, losses,

and liabilities, including but not limited to personal injuries, death, property damage, or property claims, which are caused by the Developer's contractor and/or its employees, contractors and subcontractors and which may arise out of or in connection with performance of this Agreement or construction of the Trunk Line.

2. City Agrees to:

- A. *Grant of access.* To the extent that construction of the Trunk Line will occur on easements or rights-of-way owned by the City, the City hereby grants to the Developer, its employees, contractors and subcontractors working on the Trunk Line, a temporary license to enter upon and use the easements or rights-of-way specifically identified in PW Plan No. 2021PW0043, for the limited purpose of constructing the Trunk Line.
- B. *Recording of easements.* The City will accept the executed easement documents and will be responsible for recording the same with the Greene County Recorder's office. The City will be responsible for payment of all recording fees.
- C. *Assume maintenance responsibilities.* After the completed Trunk Sewer successfully passes final inspections, the City agrees to accept the Trunk Line into the collection system of its POTW and provide all subsequent maintenance (except for warranty work as described in section 1.E.i) and operation of the Trunk Line.
- D. *Cost recovery from additional connections.* Since the Trunk Line, as an extension of the POTW, will benefit multiple properties within the drainage basin by making sanitary sewer service more widely available, the City agrees to require a Connection Fee from property owners within the Service Area, outlined in Exhibit 'A', at the time they make connection to the POTW. This Connection Fee is intended to recover a portion of the Costs of the Project that were originally expended by the Developer. See Section 3.D of this Agreement for additional detail regarding the determination and collection of the Connection Fee. The City agrees, pursuant to City Code §98-287, to:
 - i. Reimburse to the Developer its pro-rata share of each applicable Connection Fee, (hereinafter a "Refund Fee"), collected by the City from property owners within the Service Area pursuant to §98-287 (less costs of collection as calculated by the Director of Finance of the City).
 - ii. The City's obligation to reimburse the Developer, for its Costs of the Project out of Connection Fees collected for connections within the Service Area, shall be in full force and effect for a period of 20 years from the date of this Agreement. The Developer shall be responsible during such time to furnish the Director of Environmental Services with Developer's correct mailing address and telephone number for the purpose of remitting collections. In the event the Developer is no longer in existence or has failed to provide current information of its legal address for a two-year period from the time each Connection Fee is collected by the City, then the Refund Fee shall revert to the City's Sewer Use Fund for the benefit of all rate payers.

- iii. The City offers no guarantee to the Developer as to the number or cumulative dollar amounts, if any, of Connection Fees that will be collected within the 20-year period. Nothing in this Agreement shall create any liability on behalf of the City for its failure to collect such Connection Fees pursuant to City Code §98-287(c).

3. Miscellaneous Provisions:

- A. *Right to Terminate.* If the Developer shall fail to fulfill in a timely and proper manner Developer's obligations under this Agreement, or if Developer shall violate any of the covenants, terms, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement and any licenses given herein by giving at least 5 days' prior written notice to the Developer of such termination, specifying the effective date thereof. Provisions with respect to indemnity shall survive, notwithstanding termination of the Agreement.
- B. *Ownership of Documents.* The Developer, in their contract with the engineer, shall require the engineer, upon completion of construction documents and payment being provided for design phase services, to convey ownership of and furnish copies of all instruments of service, including, but not limited to, an electronic Adobe or Bluebeam file of all plans, Autocad or Microstation files, copies of estimates, specifications, written reports, and written design criteria, to the City for its use in connection with operation and maintenance of the Trunk Line after acceptance.
- C. *Acceptance of Work.* All work done hereunder by the Developer (or its contractor) shall be subject to the inspection and approval of the Director of Environmental Services and/or Public Works (hereinafter 'director'), or his/her authorized representative. The director reserves the right to place certain restrictions on the time and manner of work, in order that the performance of the work will have the least adverse impact on traffic flow and is consistent with the public health and safety. If the Developer (or its contractor) fails or refuses to construct and deliver the Trunk Line in accordance with the approved plans, the City may decline to accept dedication of the constructed sewers.
- D. *Calculation and Application of Connection Fee.* In addition to all other applicable fees and charges the City shall require for the privilege of connecting to the POTW, a Connection Fee from all property owners who own land in the Service Area and desire to connect to City POTW, as shown and described in Exhibit 'A', for the purpose of requiring each property owner to pay their share of Costs of the Project paid for by the Developer. The Connection Fee shall be computed in accordance with City Code Sections 98-287 and 120-256. Any property owners desiring to connect to the Trunk Line shall pay a Connection Fee at the time of connection of \$0.093 per square foot (\$391,811.10 divided by 4,213,637 square feet) of land.

- i. Notwithstanding any other provisions herein contained, Developer may request the City's consent to waive the Connection Fee (and thereby reimbursement of Refund Fee) with respect to specific tracts of land which agree to donate easements for the construction of the Trunk Line. In the event the City agrees to a fee waiver, the City will execute documentation granting said waiver concurrent with the property owner executing the sewer easement.
- ii. Connection to the Trunk Line is a one-time fee for reimbursement of the Costs of the Project. Subject to a waiver or prior payment, at the time a Connection Fee is paid, the Director of Finance shall determine what land is owned in the Service Area by the person for which the fee is being paid and upon payment, no further Connection Fee shall be required by this contract for connecting such land, it being intended that the person paying the Connection Fee shall have paid the fee for their successors in title, regardless if the property has or has not connected to the sewer line.
- iii. Connection Fees will be collected at the time that owners of each tract of land, as constituted at time of this Agreement or as subsequently subdivided, within the Service Area make application to connect to the City's POTW, with the following exceptions:
 - a. Owners of land tracts who intend to develop for residential purposes will be required to pay, at time that public improvement plans are approved, a Connection Fee for the land area contained within a single-phase development or contained within a designated phase of a multi-phase development.
 - b. For land tracts that contain more than 5 acres, but which are minimally developed with only with a single-family residence (including any associated outbuilding structures), a Connection Fee will only be collected on 5 acres of land area. Collection of Connection Fees for the remainder of the tract will be deferred until additional connections are requested thereon, at which time an additional Connection Fee shall be required based upon the entire area of the tract (if not subdivided), less the five (5) acres for which the Connection Fee has already been paid.
- iv. Nothing in this Agreement shall eliminate or change the requirement to pay any other applicable fees for utilizing or connecting to City sewer.
- v. The applicable Costs of the Project are limited only to those necessary to construct the Trunk Line as shown in Exhibit 'A'. All other costs to construct public sewer within the limits of the development tract are the sole responsibility of the Developer and are not to be included in the Costs of the Project calculation of the Connection Fee.

- vi. Developer shall have a licensed engineer in the state provide an itemized breakout of construction costs for the Trunk Line, and certify to the director, that all such costs were necessary and were incurred in the construction of the Trunk Line. Reimbursable costs may include the cost of right-of-way acquisition which is determined to be reasonable by the director (not to exceed the actual cost of right-of-way acquisition) and the reasonable cost of blueprints, advertising, mailings, and reasonable engineering and inspection expenses, not exceeding 15 percent of the accepted construction bid. The director shall have the authority to determine whether or not specific costs shall be allowed in computing the Connection Fee.
 - vii. The director may inform the Developer that he has determined that the costs, or a portion thereof, are not reasonable and necessary; and upon such information, such costs shall not be included in determining the Costs of the Project for purposes of determining the Connection Fee, as set forth herein.
- E. *Insurance.* Developer or Developer's contractor shall be responsible for the Trunk Line and any actions arising out of the Trunk Line or its construction, at its own cost and expense throughout the duration of the construction, until the sanitary sewer Trunk Line has been inspected, approved, and accepted by the City, and shall obtain insurance of such types and in such amounts as may be necessary to protect it, the interests of the City of Springfield, and the citizens of Springfield against all hazards or risks of loss. Failure to maintain coverage shall not relieve the Developer or its contractor of responsibility or obligation or liability in general or under this Agreement
- F. *Procedures.* The Connection Fee required to be paid to the City shall be paid to the Director of Finance in accordance with procedures established by the Director.
- G. *Collection of Connection Fees.* The City shall use its best efforts to collect all Connection Fees from all persons who own land in the Service Area and who have connected to the City's POTW.
- H. *Exclusion of City from Liabilities for Non-Collection.* Nothing contained herein shall be construed to create any liability on behalf of the City or County, nor shall this contract with the Developer create any liability of the City or its departments, agents or employees for any failure by, or legal inability of, the City to collect a Connection Fee, irrespective of any negligence on the part of the City or agent or employee in failing to collect said Connection Fee.
- I. *Conflict of Interest.* No salaried officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the contract void. Developer warrants that no federal regulations relating to conflict of interest or applicable provisions in Section 105.450 et seq., RSMo. are violated by this Agreement.

- J. *Independent Contractor.* The Developer is an independent contractor, and nothing contained herein shall constitute or designate the Developer, or any of the Developer's agents, contractors or employees, as agents or employees of the City of Springfield, Missouri, or the County.
- K. *Liability and Indemnification.* The parties mutually agree to the following:
- i. In no event shall the City be liable for special, indirect, or consequential damages arising out of, or in any way connected with, the construction of the Trunk Line or a breach of this Agreement, except those caused by the City's gross negligence or willful or wanton misconduct. The parties agree the maximum liability of the City with respect to suits, claims, damages, costs (including reasonable attorney's fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with the construction of the Trunk Line shall be limited to the amount of money received by the City as connection fees under this contract.
 - ii. The Developer shall defend, indemnify, and hold the City harmless from all claims, losses, and liabilities, including but not limited to personal injuries, death and/or property damage, which are caused by the Developer or its agents, contractors, representatives or assigns, arising out of or in connection with the construction of the Trunk Line or performance of this Agreement.
 - iii. The Developer assumes full responsibility for relations with its contractors and subcontractors, and shall defend, indemnify and save harmless the City and County from and against, any and all liability from contractor and subcontractor suits, claims, damages, costs (including attorney's fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with the construction of the Trunk Line or performance of this contract
- L. *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 all parties affected by such modification, amendment or waiver.
- M. *Assignment.* This Agreement may not be assigned by Developer without the express written agreement of the City, which agreement shall not be unreasonably withheld.
- N. *Applicable Laws.* The Developer shall comply with all applicable federal, state, and local laws in the performance of this Agreement and shall include a similar provision in all subcontracts awarded hereunder. Developer will be responsible for all construction permits required from local or state agencies. This Agreement and every question arising hereunder shall be construed or determined per the laws of the State of Missouri.
- O. *Jurisdiction and Venue.* Should any part of this Agreement be litigated, venue shall

be proper only in the Circuit Court of Greene County, Missouri.

Approved by:

CITY OF SPRINGFIELD, MISSOURI

Director of Environmental Services

By: _____
City Manager

Approved as to form:

Assistant City Attorney

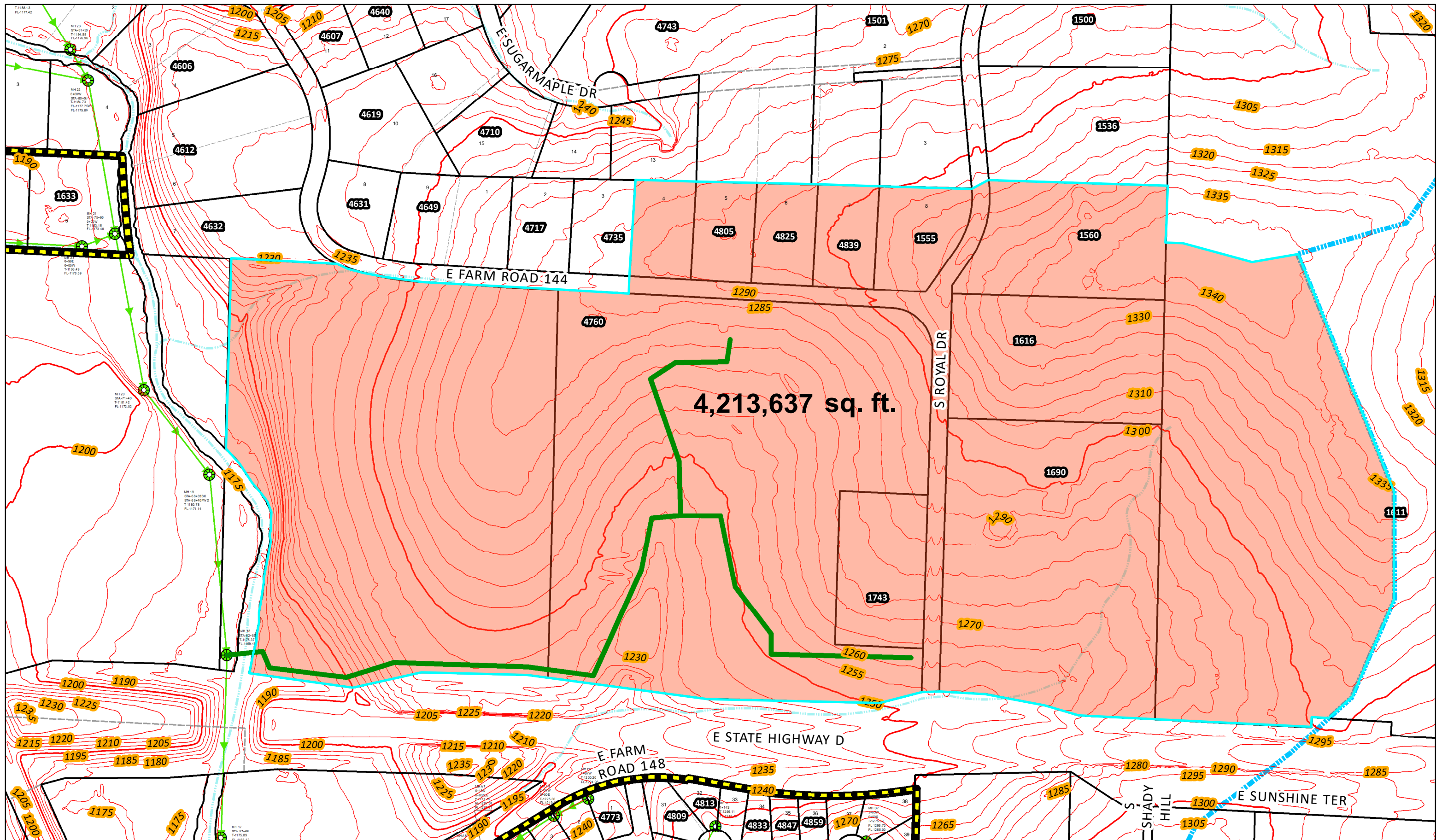
DEVELOPER

Meadowood Development, LLC

BY: _____
Authorized Signatory for Developer

Printed Name: Stephanie Stenger

Title: Manager of Stenger Management, LLC



One-rdg. _____
P. Hrngs. _____
Pgs. 16
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-098

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of M & P Estates, generally located at 615 East
4 Dale Street, upon the applicant filing and recording a final plat that
5 substantially conforms to the preliminary plat; and authorizing the City
6 Clerk to sign the final plat upon compliance with all the terms of this
7 Ordinance. (Staff recommends that City Council accept the public
8 streets and easements.)
9 _____

10
11 WHEREAS, an original Preliminary Plat of M & P Estates dated March 29, 2022,
12 is on file with the City's Department of Planning and Development; and
13

14 WHEREAS, on April 7, 2022, the Planning and Zoning Commission of the City of
15 Springfield, Missouri, conditionally approved the Preliminary Plat of M & P
16 Estates, which is generally located at 615 East Dale Street.
17

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

21 Section 1 – City Council hereby authorizes the Director of Planning and
22 Development, on behalf of the City of Springfield, to accept the land, easements, and
23 improvements dedicated to the City, as shown on the Preliminary Plat of M & P
24 Estates, which is generally located at 615 East Dale Street, as approved by the
25 Planning and Zoning Commission. The original plat of M & P Estates is on file in the
26 Department of Planning and Development (“Approved Preliminary Plat”), a reduced
27 version of which is attached hereto for general reference as “Exhibit B - Attachment 3.”
28 All of “Exhibit B,” including attachments, is incorporated herein by this reference.
29

30 Section 2 – The Director of Planning and Development shall be authorized to
31 accept the land, easements, and improvements dedicated to the City, as shown on said
32 plat, upon the applicant filing and recording a final plat in accordance with this
33 Ordinance and the Subdivision Regulations of the City, which final plat shall

substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachments 2," and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of all conditions referenced herein and in "Exhibit B".

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby authorized to endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 -098

FILED: 04-26-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of M & P Estates, generally located at 615 East Dale Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of M & P Estates dated March 29, 2022, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in Attachment 3.
- B. The Planning and Zoning Commission held a public hearing on April 7, 2022, and approved the Preliminary Plat by a vote of 8 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the “Design Standards for Public Improvements” of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - 3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
 - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots,

per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The Growth Management and Land Use Plan element of the Comprehensive Plan designates this area as Low-Density Housing. The subdivision divides the property in a way that will facilitate residential development for this property, which is consistent with the Plan. The Major Thoroughfare Plan classifies North Washington Avenue as a Collector and East Dale Street as a Collector which supports the proposed land use.

REMARKS: Staff recommends approval.

Submitted by:



Jared Follin, Associate Planner

Recommended by:



Susan Istenes, AICP Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Preliminary Plat

EXHIBIT A

**RECORD OF PROCEEDINGS
Planning and Zoning Commission – April 7, 2022**

Preliminary Plat of M & P Estates Subdivision
615 East Dale Street

Applicant: Mercado and Peterson, LLC

Mr. Hosmer states that this is a request to approve a 0.18-acre preliminary plat for a 3-lot residential subdivision located at 615 East Dale. The Comprehensive Plan identifies this area as Low-Density Housing. Transportation Plan classifies Dale and Washington as a collector roadway. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. Stormwater detention will be required. The property is currently zoned R-TH, Residential Townhouse District and Single-Family homes are allowed (5,000 sf lots). The current size of the proposed lots would not allow the construction of duplexes, townhomes, or patio homes. The applicant's intent is to demolish the current residential dwelling on the property and build residential homes. If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Darius Mercado, 615 E. Dale, here to answer any questions.

Ms. Paula Ball, 2108 N. Washington lives next to the proposed development asked about the alignment of the houses on Washington Avenue (south or north alignment) due to the driveways that have direct bus front parking and if the children will have room to play because it is a busy intersection.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to recommend **approval** for Preliminary Plat of M & P Estates Subdivision (615 East Dale Street). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Knuckles, Colony, Bruce, Jobe, Broekhoven, and Lebeck. Nays: None. Abstain: None. Absent: None.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

CITY COUNCIL PUBLIC HEARING:

APRIL 7, 2022

MAY 2, 2022

CASE: Preliminary Plat of M & P Estates

ACRES: .18

LOCATION: 615 East Dale Street

EXISTING LAND USE: Single-Family Home

APPLICANT: Mercado and Peterson, LLC

STAFF: Jared Follin, Associate Planner
417-864-1612

STAFF RECOMMENDATIONS:

Approve w/Conditions

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



SUMMARY OF REQUEST:

The applicant is proposing a preliminary plat for a three-lot residential subdivision named "M & P Estates" to facilitate residential development on the property.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The applicant's proposal, with the conditions listed in *Attachment 2*, is consistent with the City's *Subdivision Regulations*.

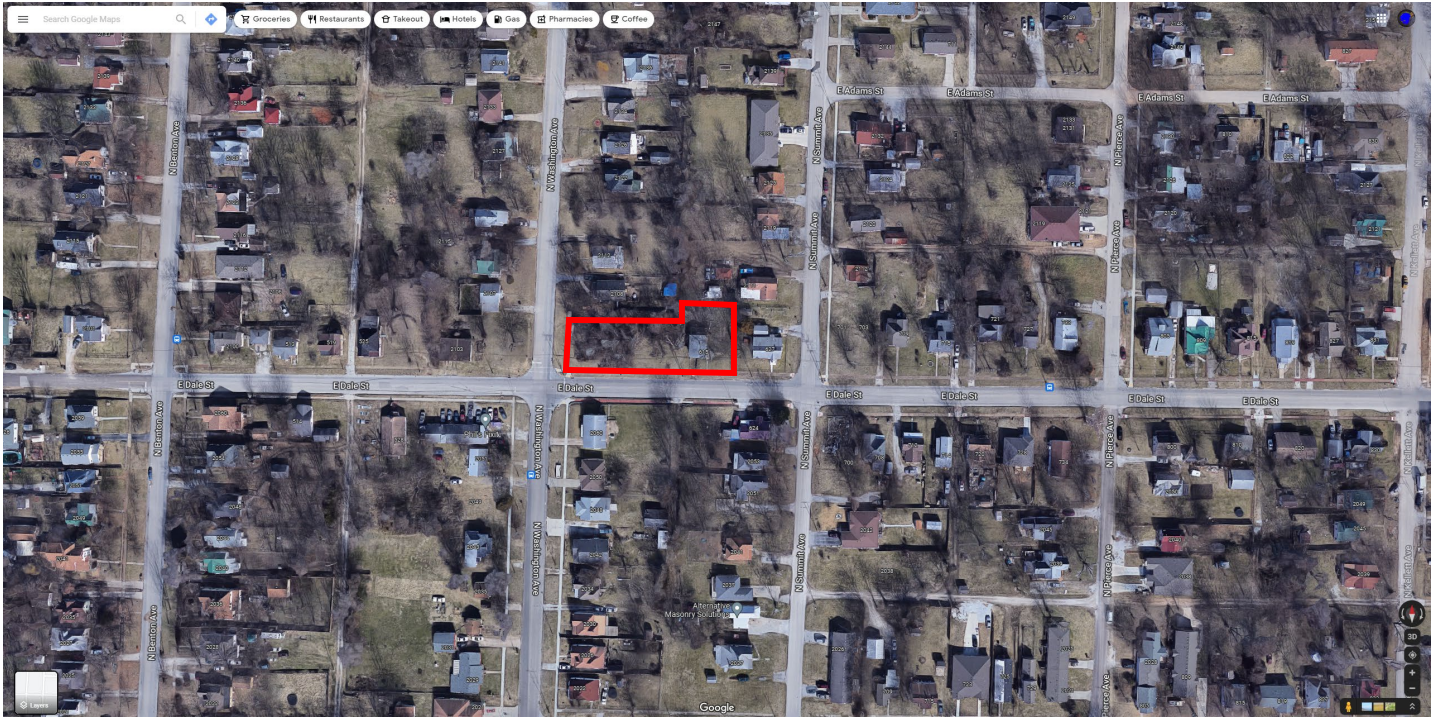
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-TH	R-TH	R-TH	R-TH
LAND USE	Single-Family Residential	Single-Family Residential	Single-Family Residential	Single-Family Residential

Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



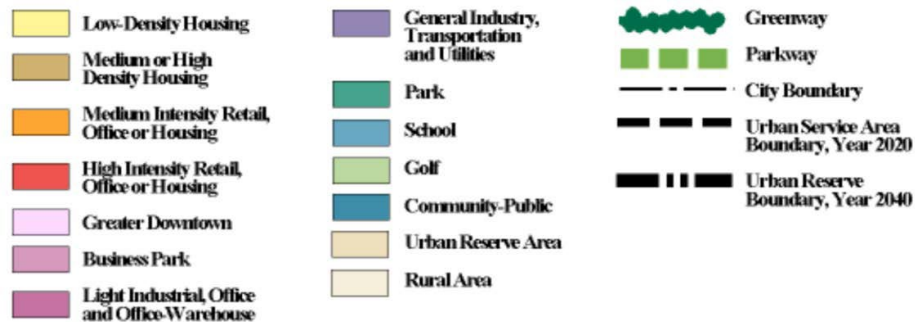
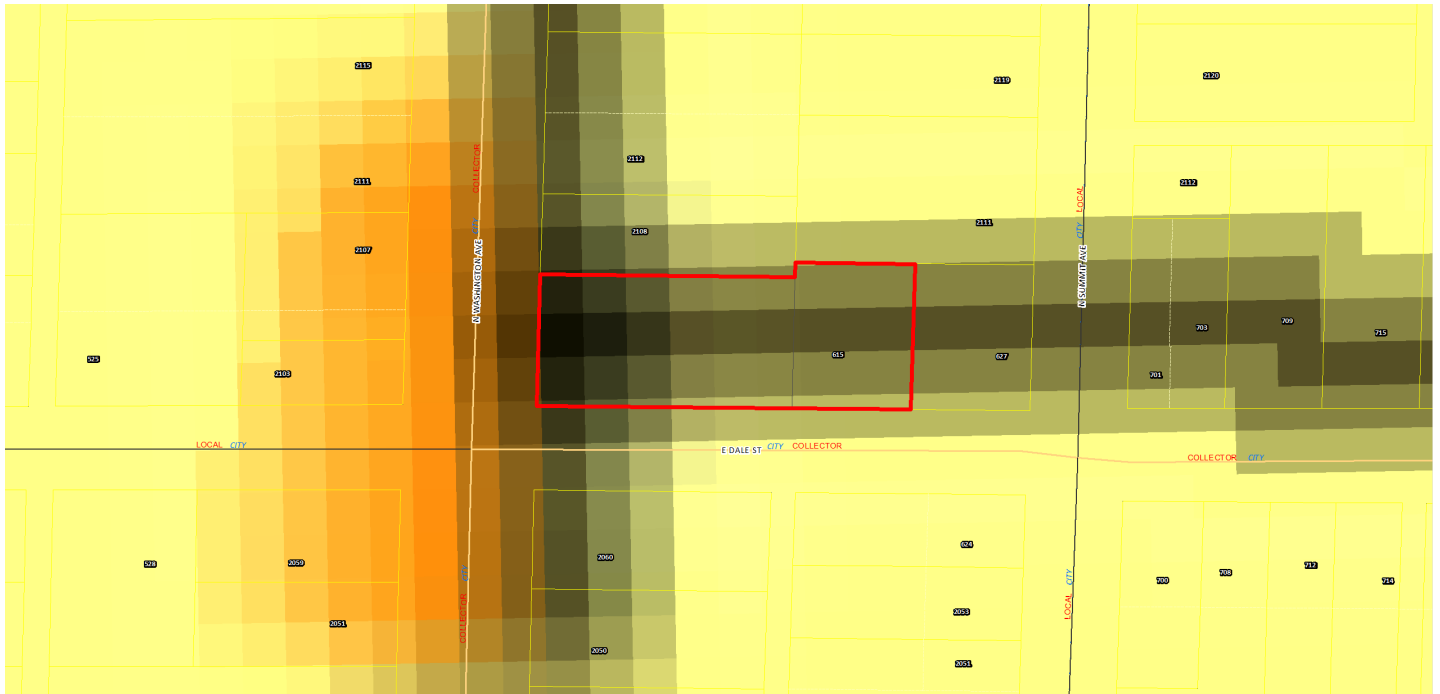
GOOGLE MAPS STREET VIEW:



Development Review Staff Report



GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property was originally annexed by the City of North Springfield in 1886. In the next year, North Springfield was consolidated with the rest of the City of Springfield. The property has never been subdivided by a Major Subdivision.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

- (3) Preliminary plat.
- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
 - (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
 - (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
 - (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve, or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
 - (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
 - (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
 - (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
 - (h) Effective period of preliminary approval.
 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

Development Review Staff Report



ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR RESIDENTIAL TOWNHOUSE DISTRICT (R-TH)
Minimum Lot Size	1. Single-Family Detached: 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: 3,000 square feet (Interior lots) OR 4,000 (End lots) 5. All other uses: 7,500 square feet
Maximum Structure Height	1. When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade 2. When side yards are more than 15 feet in width: 45 feet or three stories above the finished grade.
Front Yard Setback	1. 25 feet along a street classified as a collector or higher or as required by section 36-453. 2. 15 feet along a street classified as a local street (garages setback a minimum of 20 feet) 3. The front yard setback may be reduced below the minimum required above if a conditional use permit is approved in accordance with section 36-363 or with an approved preliminary plat in accordance with the city's subdivision regulations.
Side and Rear Setbacks	1. Side yard a. Townhouses: 6 feet b. All other uses: 5 feet 2. Rear yard: Ten percent of the lot depth, but may not be less than ten feet nor will more than 20 feet be required
Street Classification	North Washington Avenue – Collector East Dale Street – Collector
Sidewalks (Per Sec.36-471)	Sidewalk is required to be constructed along the property frontage on N. Washington Avenue. Plans must be submitted, approved and the sidewalk constructed, or funds escrowed prior to approval of the final plat. The applicant has the option to apply to the ARC for approval to pay a fee in lieu of sidewalk construction. This can be done through eCity. If approved, the fee must be paid prior to approval of the final plat. The current fee is \$31.46 per linear foot.
Open Space Requirement	Not less than 20 percent of the total lot area shall be devoted to open space including required yards and buffer yards unless modified in accordance with subsection 36-482(15). Open space shall not include areas covered by buildings, structures, parking areas, driveways, and internal streets. Open space shall contain living ground cover and other landscaping materials.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* designates this area as Low-Density Housing. The subdivision divides the property in a way that will facilitate residential development for this property, which is consistent with the *Plan*. The Major Thoroughfare Plan classifies North Washington Avenue as a Collector and East Dale Street as a Collector which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately .18 acres of property into a three-lot (3) subdivision plat named "M & P Estates" to facilitate residential development on the property. The current size of the proposed lots would not allow the construction of duplexes. The applicant states it is planned to demolish the current residential dwelling on the property.
2. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

Development Review Staff Report



3. The proposed preliminary plat was reviewed by City departments and comments are contained in **Attachment 1**. Conditions of Approval are provided in **Attachment 2**. The Preliminary Plat drawing can be found in **Attachment 3**.

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

CITY UTILITIES COMMENTS:

No issues generally with Prelim Plat. CU will want a 10' utility easement along Dale and Washington frontages which can be added on the Final Plat. Elec/Water is available to all proposed lots. Gas is not currently available to proposed lot 2 but could be extended per CU's extension policy if desired.

ENVIRONMENTAL SERVICES CLEAN WATER SERVICES DIVISION COMMENTS:

1. Public improvements will be required to extend sewer north to the property line. Show the proposed sewer extension on the plat.
2. May need to dedicate a sanitary sewer easement on lots 2 and 3 to allow for lateral connections to the sewer extension.
3. Will need to determine if a lateral can be added to the sewer main in Washington under the proposed detention. The existing sewer is approx. 7 feet deep.

SEDIMENT EROSION CONTROL COMMENTS:

Per City Code Sec. 96-44, a city land disturbance permit will NOT be required for future development. This is due to the estimated area of disturbance being less than 1 acre.

PUBLIC WORKS CONSTRUCTION INSPECTION DIVISION COMMENTS:

1) For your information: IF required, Public Improvement Plans must be constructed and accepted prior to approval of the final plat and/or issuance of the Building Permit. A security (cash escrow, letter of credit, or performance bond) can be utilized in lieu of the construction of Public Improvements prior to approval of final plat or issuance of a building permit. Generally, most securities will be approved, but are reviewed on a case-by-case basis as outlined in City Code Sect. 98-14. IF securities are utilized, you will have one year to construct the submitted and approved public improvements (3 years for sidewalk) after approval of the final plat or issuance of the building permit. If securities are desired, please see the link below to complete a Request to Secure Public Improvements Form and the Security Checklist which provides links to forms and more information on the process. It is highly recommended you contact Andrew Flippin (aflippin@springfieldmo.gov) for more detailed information and instructions if you desire to submit securities.

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

The property is in the Pea Ridge Creek 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 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 not be required because the property is less than one acre. 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.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

Development Review Staff Report



Per City Code 36-471, sidewalk is required to be constructed along the property frontage on N. Washington Avenue. Plans must be submitted, approved and the sidewalk constructed, or funds escrowed prior to approval of the final plat. The applicant has the option to apply to the ARC for approval to pay a fee in lieu of sidewalk construction. This can be done through eCity. If approved, the fee must be paid prior to approval of the final plat. The current fee is \$31.46 per linear foot.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies both E. Dale Street and N. Washington Avenue as Collector roadways. The standard right-of-way width for both E. Dale Street and N. Washington Avenue is 30-feet from the centerline. According to the survey It appears additional right-of-way is not needed along either E. Dale Street or N. Washington Avenue. It appears no additional right-of-way is needed based on the survey for the plat. E. Dale Street and N. Washington Avenue are both city maintained streets.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from E. Dale Street. Any new proposed driveway approaches must meet the minimum spacing requirements set forth in Springfield City Code. On Street parking is not allowed along the property frontage on E. Dale Street, but is allowed along a portion of the property frontage on N. Washington Avenue.

SIDEWALK

There is existing sidewalk along the property frontage of E. Dale Street. Sidewalk will need to be constructed prior to approval of a final plat or a fee in lieu of approved by the ARC. If the developer wishes to seek approval to pay a fee in lieu of, this must be done by applying to the ARC for approval through eCity. If approved, the fee must be paid prior to approval of the final plat. The current fee is \$31.46 per linear foot.

IMPROVEMENTS

None required.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	E. Dale Street	Collector	No	30	30
Street 2	N. Washington Avenue	Collector	Yes	30	39

Development Review Staff Report



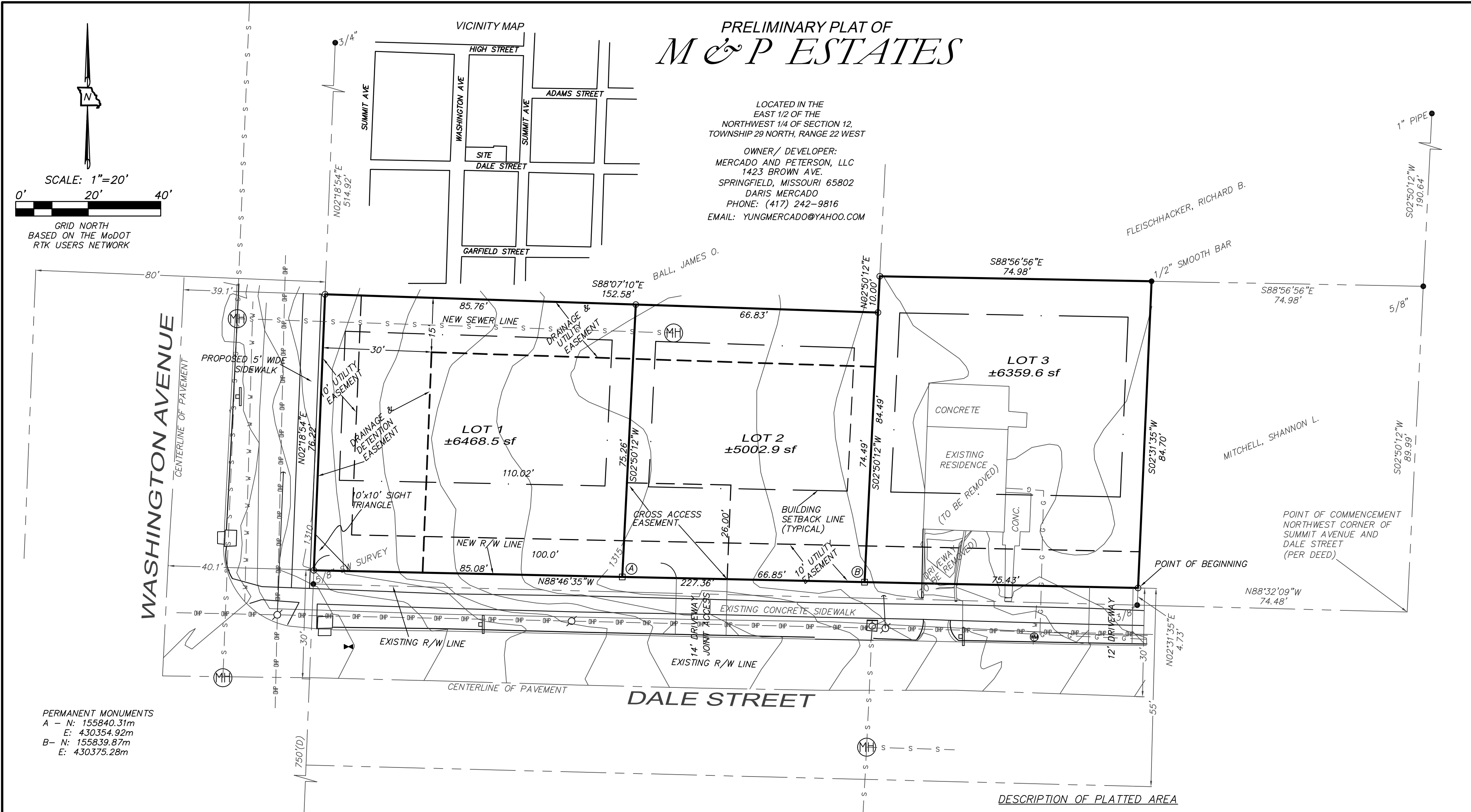
CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.



WHITE
LAND SURVEYING, LLC
222 OLD TOWN RD.
BILLINGS, MISSOURI
PHONE: 417.732.0005
email: info@whitelandsurvey.com
www.whitelandsurvey.com

SURVEY DATE: 10.26.2021
DWG DATE: 03.29.2022
DRAWN BY: MW
S/T/R: 12/29/22
PROJECT No.: 2021-232

PREPARED FOR
MERCADO & PETERSON, LLC
PROJECT LOCATION: 615 E. DALE STREET
SPRINGFIELD, GREENE COUNTY, MISSOURI

PREPARED BY:
MICHAEL WHITE - MISSOURI
PROFESSIONAL LAND
SURVEYOR #2488
WHITE LAND SURVEYING, LLC -
MISSOURI PROFESSIONAL
LAND SURVEYING
CORPORATION #2003000370



03/29/2022

One-rdg. _____
P. Hrngs. _____
Pgs. 16
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-099

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Northside Renewal, generally located at 1502
4 West Kearney Street, upon the applicant filing and recording a final
5 plat that substantially conforms to the preliminary plat; and authorizing
6 the City Clerk to sign the final plat upon compliance with all the terms
7 of this Ordinance. (Staff recommends that City Council accept the
8 public streets and easements.)
9 _____

10
11 WHEREAS, an original Preliminary Plat of Northside Renewal dated March 24,
12 2022, is on file with the City's Department of Planning and Development; and
13

14 WHEREAS, on April 7, 2022, the Planning and Zoning Commission of the City of
15 Springfield, Missouri, conditionally approved the Preliminary Plat of Northside
16 Renewal, which is generally located at 1502 West Kearney Street.
17

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

21 Section 1 – City Council hereby authorizes the Director of Planning and
22 Development, on behalf of the City of Springfield, to accept the land, easements, and
23 improvements dedicated to the City, as shown on the Preliminary Plat of Northside
24 Renewal, which is generally located at 1502 West Kearney Street, as approved by the
25 Planning and Zoning Commission. The original plat of Northside Renewal is on file in
26 the Department of Planning and Development ("Approved Preliminary Plat"), a reduced
27 version of which is attached hereto for general reference as "Exhibit B - Attachment 3."
28 All of "Exhibit B," including attachments, is incorporated herein by this reference.
29

30 Section 2 – The Director of Planning and Development shall be authorized to
31 accept the land, easements, and improvements dedicated to the City, as shown on said
32 plat, upon the applicant filing and recording a final plat in accordance with this
33 Ordinance and the Subdivision Regulations of the City, which final plat shall

substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachments 2," and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of all conditions referenced herein and in "Exhibit B".

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby authorized to endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 - 099

FILED: 04-26-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Northside Renewal, generally located at 1502 West Kearney Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of Northside Renewal dated March 24, 2022, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in Attachment 3.
- B. The Planning and Zoning Commission held a public hearing on April 7, 2022, and approved the Preliminary Plat by a vote of 8 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the “Design Standards for Public Improvements” of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - 3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
 - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations

section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

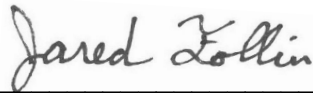
Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The Growth Management and Land Use Plan element of the Comprehensive Plan designates this area as Low-Density Housing. The subdivision divides the property in a way that will facilitate commercial development on the property, which is not consistent with the Plan; however, it is consistent with the current zoning. In addition, the property location at a major intersection and its proximity to other commercial properties makes this site appropriate for commercial development. The Major Thoroughfare Plan classifies West Kearney Street as a Primary Arterial and North Kansas Expressway as an Expressway which supports the proposed land use.

REMARKS: Staff recommends approval.

Submitted by:



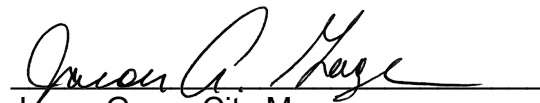
Jared Follin, Associate Planner

Recommended by:



Susan Istenes, AICP Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Preliminary Plat

EXHIBIT A

**RECORD OF PROCEEDINGS
Planning and Zoning Commission – April 7, 2022**

Preliminary Plat of Northside Renewal Subdivision

1502 West Kearney Street

Applicant: Kansas & Kearney Intersection Center, LLC

Mr. Hosmer states that this is a request to approve a 4.97-acre preliminary plat for a 2-lot commercial subdivision located at 1502 W Kearney Street. The Comprehensive Plan identifies this area as Low-Density Housing (zoned HC). Transportation Plan classifies Kearney as a Primary Arterial and Kansas as an Expressway and the property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. Stormwater detention will be required (proposed common area will serve as a detention basin). The property is currently zoned HC, Highway Commercial with COD No. 137. HC uses allowed. COD prohibits; campgrounds and recreational vehicle parks, outdoor storage is prohibited, retail or wholesale sale of vehicular trailers. A bufferyard type C shall be required along the south and east boundary Turner and Bolivar. Public improvements to Kansas, Kearney, and Turner and Vacate alleys (complete). If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Colony asked about a new ingress/egress off Turner Street to Kansas Expressway.

Mr. Brett Foster noted that there will be ingress/egress on Turner Street.

Mr. Doennig opened the public hearing.

Mr. Shawn Barry, 1550 E. Republic Road, representative for the developer and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to recommend **approval** for Preliminary Plat of Northside Renewal Subdivision (1502 West Kearney Street). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Knuckles, Colony, Bruce, Jobe, Broekhoven, and Lebeck. Nays: None. Abstain: None. Absent: None.



Bob Hosmer, AICP Planning Manager

Development Review Staff Report

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

APRIL 7, 2022

MAY 2, 2022

CASE: Preliminary Plat of Northside
Renewal

ACRES: 4.97

LOCATION: 1502 West Kearney Street

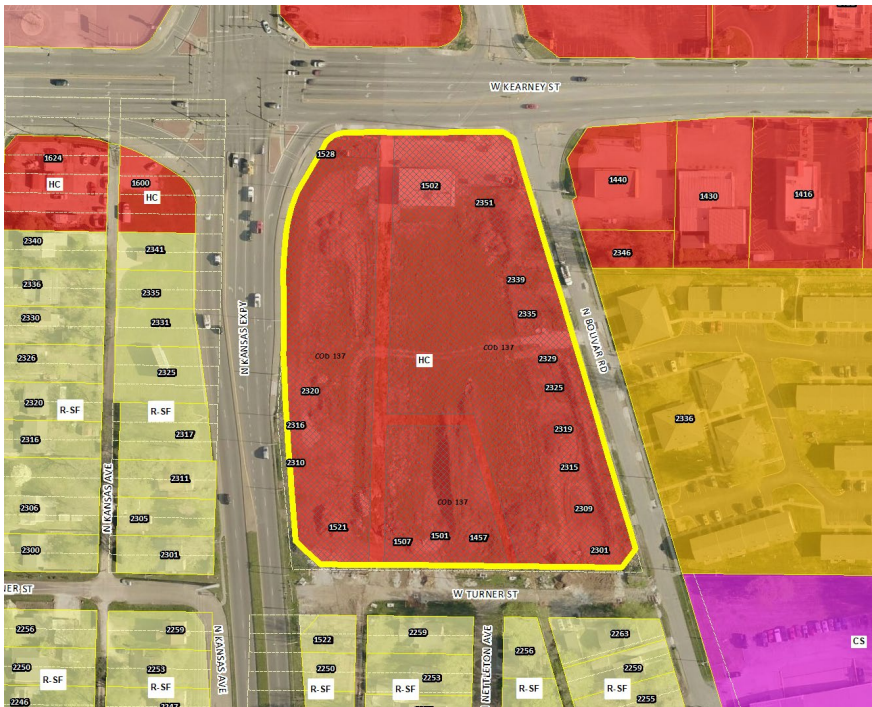
EXISTING LAND USE: Undeveloped

APPLICANT: Kansas and Kearney
Intersection Center, LLC

STAFF: Jared Follin, Associate Planner
417-864-1612

STAFF RECOMMENDATIONS:
Approve w/Conditions

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



SUMMARY OF REQUEST:

The applicant is proposing a preliminary plat for a two-lot (2) commercial subdivision named "Northside Renewal" to facilitate commercial development on the property.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The applicant's proposal, with the conditions listed in *Attachment 2*, is consistent with the City's *Subdivision Regulations*.

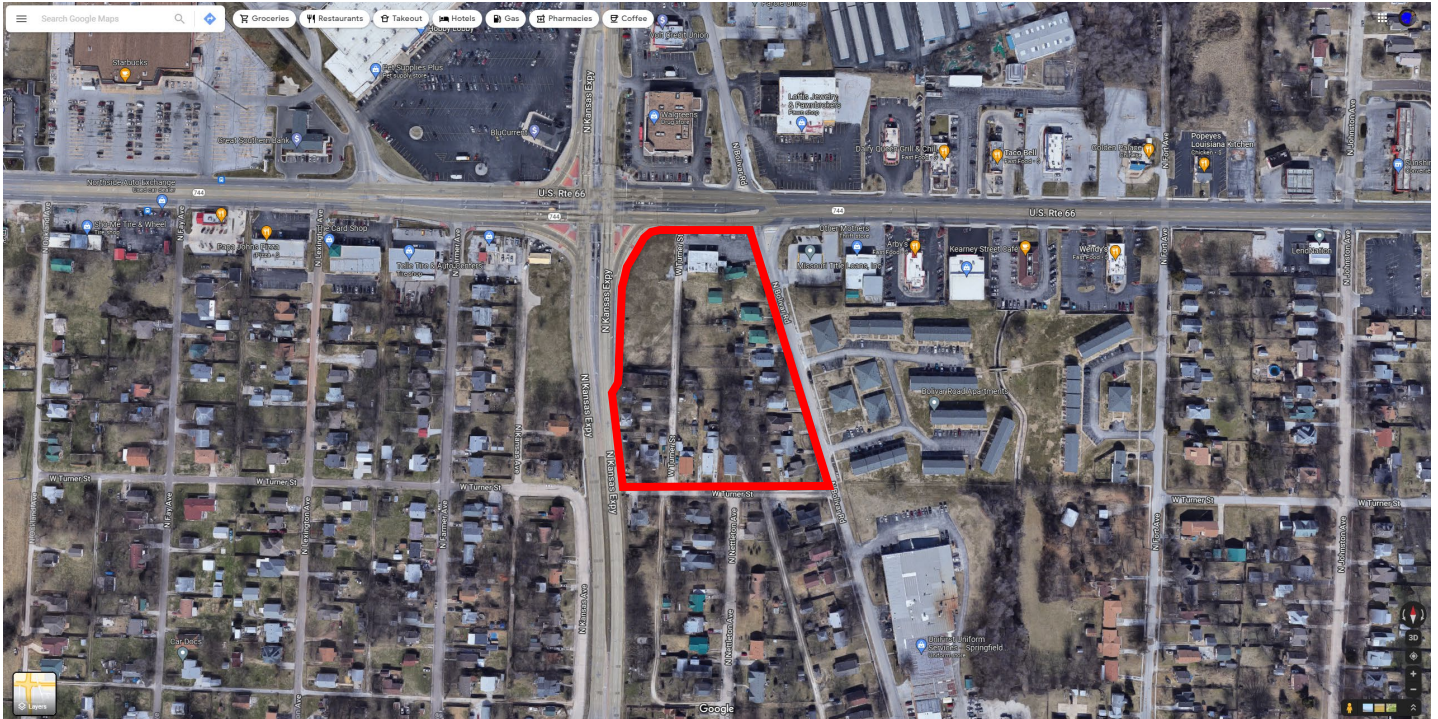
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	HC	R-SF	HC & R-LD	R-SF & HC
LAND USE	Commercial Retail	Single-Family Residential	Multi-Family Residential/Commercial	Single-Family Residential/Retail Sales

Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



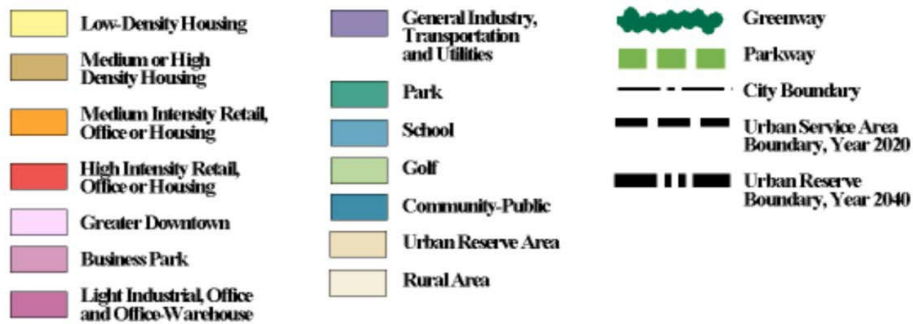
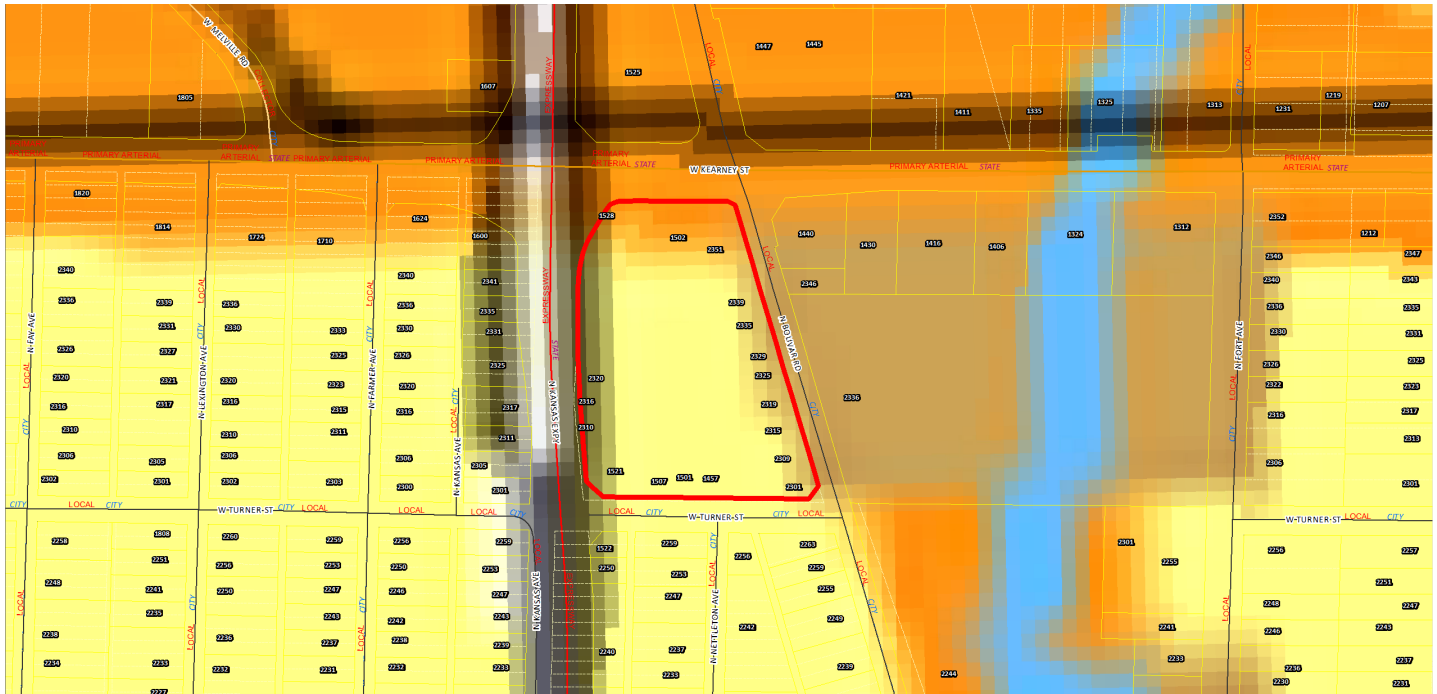
Development Review Staff Report



Development Review Staff Report



GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property was originally annexed by the City of North Springfield in 1886. In the next year, North Springfield was consolidated with the rest of the City of Springfield. The property has never been subdivided by a Major Subdivision.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve, or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

Development Review Staff Report



ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR HIGHWAY COMMERCIAL w/COD #137
Minimum Lot Size	None
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundaries of R-SF or R-TH districts
Front Yard Setback	1. 25 feet along a street classified as a collector or higher or as required by section 36-453. 2. 15 feet along a street classified as a local street (garages setback a minimum of 20 feet) 3. The front yard setback may be reduced below the minimum required above if a conditional use permit is approved in accordance with section 36-363 or with an approved preliminary plat in accordance with the city's subdivision regulations. <i>Additional buffer yards may be required by subsection (8) or established by Conditional Overlay District #137.</i>
Side and Rear Setbacks	None, except as required by section 36-453, supplemental open space and yard regulations, and the buffer yard requirements in subsection (8) or established by Conditional Overlay District #137.
Street Classification	West Kearney Street – Primary Arterial North Kansas Expressway - Expressway North Bolivar Road – Local West Turner Street - Local
Sidewalks (Per Sec.36-471)	There is existing sidewalk along the property frontage along N. Kansas Expressway, W. Kearney Street and N. Bolivar Road.
Open Space Requirement	Not less than 20 percent of the total lot area shall be devoted to open space including required yards and buffer yards unless modified in accordance with subsection 36-482(15). Open space shall not include areas covered by buildings, structures, parking areas, driveways, and internal streets. Open space shall contain living ground cover and other landscaping materials.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* designates this area as Low-Density Housing. The subdivision divides the property in a way that will facilitate commercial development on the property, which is not consistent with the *Plan*; however, it is consistent with the current zoning. In addition, the property location at a major intersection and its proximity to other commercial properties makes this site appropriate for commercial development. The Major Thoroughfare Plan classifies West Kearney Street as a Primary Arterial and North Kansas Expressway as an Expressway which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 4.97 acres of property into a two-lot (2) subdivision plat named "Northside Renewal" to facilitate commercial development on the property.
2. The current zoning is Highway Commercial with Conditional Overlay District #137.
3. The proposed common area will primarily serve as a detention basin and will be privately maintained by an association.
4. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.
5. The proposed preliminary plat was reviewed by City departments and comments are contained in **Attachment 1**. Conditions of Approval are provided in **Attachment 2**. The Preliminary Plat drawing can be found in **Attachment 3**.

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

CITY UTILITIES COMMENTS:

Both proposed lots will have access to Water (along Kansas Expy) and Electric (along Kearney or Turner). If Gas is desired to Lot 1, a short main extension will be needed. Gas in this area is low pressure (7" WC Max). If high pressure is needed a longer extension would be needed. If 3 Phase Electric is needed for Lot 1, a short main extension will be needed from Bolivar Rd. A 10 utility easement will also be needed along the Kansas Expy frontage. This can be added to the final plat.

ENVIRONMENTAL SERVICES CLEAN WATER SERVICES DIVISION COMMENTS:

1. Lot 1 of this proposed subdivision contains sewer district 115 of section 5, which was established by Ordinance Number 26339 on November 18, 2013. Tax Bill Nos. 53288a & 53289a were originally issued with a total combined assessment of \$46,634.77, approved by City Council with Ordinance Number 26516, on January 26, 2015. The original property owner(s) subsequently applied for and received a reduction in the sewer assessments through the City's Financial Assistance Program (City Code Sec. 98-286 (4)b.2.iii.B), which program is available only to properties of single-family residential use. Sewer Extension Cost Recovery (SECR) agreements were executed to reduce the sewer assessment to \$8,300 per lot for a total savings to the property owner(s) of \$30,034.77. Per the SECR agreements, for each additional water meter or increase in water meter size, a fee of \$6,700 would be required up to the remaining assessment value of the tax bills. This cost is to be collected at the time of development and issuance of permit fees.
2. Each lot has access to public sewer. Lot 1 has access in Turner and Lot 2 has access in Bolivar Rd.

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

Detention is designed for the site at 80% impervious. PW Stormwater has no concerns.

The property is in the **Pea Ridge Creek** 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 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 East. 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*.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

1. Please add a note to the plat stating "No access allowed to Kearney Street from Lot 2"
2. Please add a note to the plat stating "The access shown to Bolivar Road from Lot 2 is acceptable. No additional access will be allowed to Bolivar Road."
3. Please add a note to the plat stating "No access allowed to Kansas Expressway from Lot 1 or Lot 2"

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

Development Review Staff Report



City's Transportation Plan classifies both N. Kansas Expressway as an Expressway roadway, W. Kearney Street as a Primary Arterial roadway and N. Bolivar Road and W. Turner Street as Local roadways. The standard right-of-way width for N. Kansas Expressway is 65-feet from the centerline, for W. Kearney Street is 50-feet from the centerline and for N. Bolivar Road and W. Turner Street is 25-feet from the centerline. It appears additional right of way is needed along N. Kansas Expressway, however, this is determined by MoDOT as Kansas Expressway is under their jurisdiction. It appears additional right-of-way is not needed along W. Kearney Street, N. Bolivar Road or W. Turner Street. N. Kansas Expressway and W. Kearney Street are state maintained streets. N. Bolivar Road and W. Turner Street are city maintained streets.

DRIVEWAY ACCESS

There is currently no driveway access points onto the property from N. Kansas Expressway, two from W. Kearney Street and one on N. Bolivar Road. W. Turner Street is currently under construction and will have access as shown on the plat. Access will only be allowed as shown on the preliminary plat. On Street parking is not allowed along N. Kansas Expressway or W. Kearney Street, but is allowed along N. Bolivar Road and W. Turner Street.

SIDEWALK

There is existing sidewalk along the property frontage along N. Kansas Expressway, W. Kearney Street, N. Bolivar Road with the exception of a short gap along N. Kansas Expressway. This gap is required to be constructed. Sidewalk is also being constructed along with the improvements to W. Turner Street.

IMPROVEMENTS

Improvements were required to N. Kansas Expressway which have already been completed by the developer. Improvements to W. Turner Street are currently under construction and almost complete. There is a break in access from W. Turner Street to N. Kansas Expressway that has been approved.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	N. Kansas Expressway	Expressway	No	50	65
Street 2	W. Kearney Street	Primary Arterial	No	50	50
Street 3	N. Bolivar Road	Local	Yes	25	25
Street 4	W. Turner Street	Local	Yes	25	25

Development Review Staff Report



CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

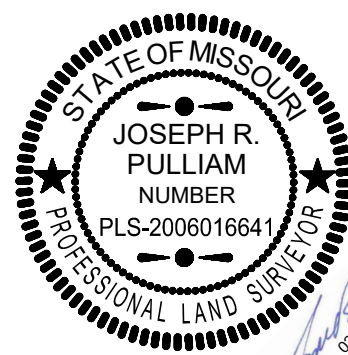
1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

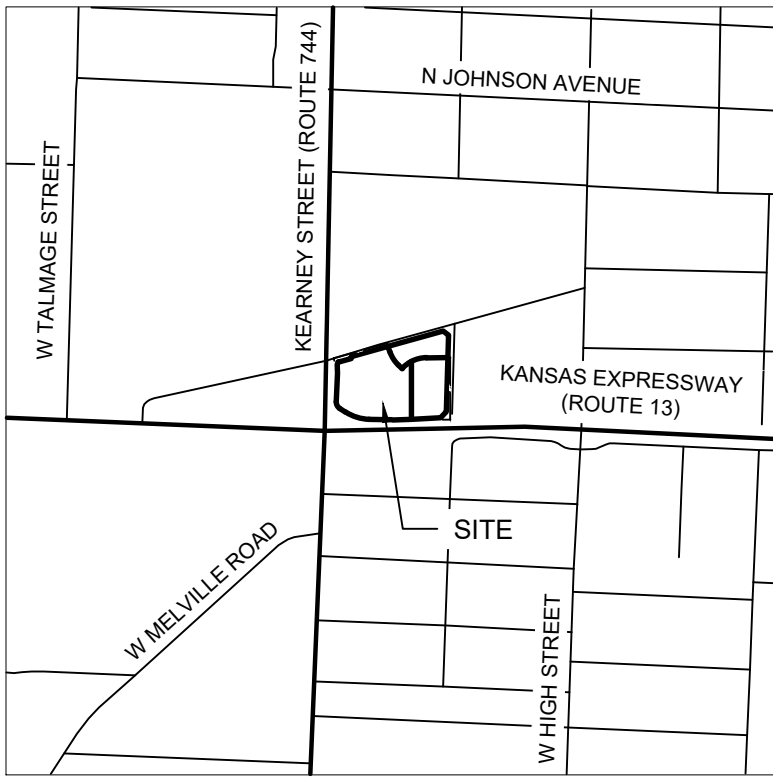
LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 29 NORTH, RANGE 22 WEST OF THE 5TH PRINCIPAL MERIDIAN
SPRINGFIELD, GREENE COUNTY, MISSOURI



BASIS OF BEARING
MISSOURI STATE PLANE
NAD 83 CENTRAL ZONE

[illegible]

V-101



One-rdg. _____
P. Hmgs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 100

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the sale of real property at 2237 North Farmer Avenue to Affordable
2 Housing Action Board of Springfield, Inc., for \$15,300.00;
3 authorizing the issuance of a deed for same; and approving a
4 budget adjustment to amend the Fiscal Year 2021-2022 budget.
5 _____
6

7 WHEREAS, the City acquired the real estate at 2237 North Farmer Avenue (the
8 "Property") through the dangerous-building program; and
9

10 WHEREAS, acquisition costs were paid by the Department of Building
11 Development Services, which include legal costs, demolition costs, etc., and total
12 \$13,213.28; and
13

14 WHEREAS, after declaring the Property to be surplus, the Land Inventory
15 Committee put the Property out for public bid; and
16

17 WHEREAS, Affordable Housing Action Board of Springfield, Inc., offered to buy
18 the Property for \$15,300.00, an offer the City Manager considers acceptable because it
19 was the highest bid received and was over the City's asking price; and
20

21 WHEREAS, disposition and acceptance of real property calls for City Council
22 approval.
23

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

27 Section 1 – City Council hereby approves the sale of the property at 2237 North
28 Farmer Avenue depicted on "Exhibit A," which is attached hereto and incorporated
29 herein by this reference, to Affordable Housing Action Board of Springfield, Inc., for the
30 price and sum of \$15,300.00.
31

32 Section 2 – City Council hereby authorizes the Mayor to execute a "Special
33 Warranty Deed," said document to be substantially similar to "Exhibit B," which is

34 attached hereto and incorporated herein by this reference so as to convey title to the
35 real estate to the purchaser herein consistent with the offer and acceptance.
36

37 Section 3 – The budget of the Department of Building Development Services is
38 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
39 No. 062, a copy of which is attached hereto and incorporated herein by this reference
40 as “Exhibit C.”
41

42 Section 4 – City Council hereby finds that the budget adjustment made above
43 has been recommended by the City Manager.
44

45 Section 5 – The City Manager is directed to cause the appropriate accounting
46 entries to be made in the books and records of the City.
47

48 Section 6 – This Ordinance shall be in full force and effect from and after
49 passage.
50

51 Passed at meeting: _____
52

53 _____
54 Mayor
55

56 Attest: _____, City Clerk
57

58 Filed as Ordinance: _____
59

60 Approved as to form: Duke M. Donald, Assistant City Attorney
61

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

EXPLANATION TO COUNCIL BILL 2022 - 100

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 2237 North Farmer Avenue to Affordable Housing Action Board of Springfield, Inc., for \$15,300.00; authorize the issuance of a deed for same; approve the budget adjustment; and amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 2237 North Farmer Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$13,213.28. The City received the offer to purchase noted above. The bid is acceptable because it was the highest bid received, it was over the City's asking price, and the lot is buildable. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

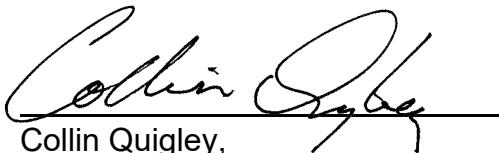
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:



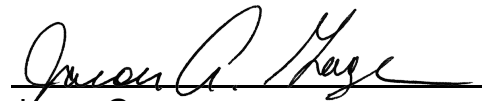
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



City of Springfield, Missouri GIS

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Affordable Housing Action Board of Springfield, Inc., Grantee, at 430 E. Bob Barker Blvd., Springfield, Missouri 65802.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of Lot Two Hundred Fourteen (214) and Two Hundred Fifteen (215), in McKoin Plain, an addition in the City of Springfield, Greene County, Missouri; addressed as 2237 North Farmer Avenue.

Parcel No: 88-13-10-109-005

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before October 21, 2020. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2021, Page 020711-21 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto

its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
062

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 15,300.00	Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 15,300.00	

Expenditures:

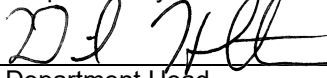
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 15,300.00	Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 15,300.00	

Fund Balance Appropriation:

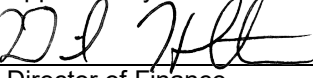
Fund	Title	Amount

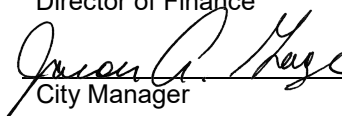
Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 2237 N Farmer.

Requested By:


Department Head 04-25-2022
Date

Approved By:


Director of Finance 04-25-2022
Date


City Manager 04-25-2022
Date

Authorization:

Council Bill No. 2022-100
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-101

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the sale of real property at 2824 West Water Street to Affordable
2 Housing Action Board of Springfield, Inc., for \$16,600.00;
3 authorizing the issuance of a deed for same; and approving a
4 budget adjustment to amend the Fiscal Year 2021-2022 budget.
5 _____
6

7 WHEREAS, the City acquired the real estate at 2824 West Water Street (the
8 "Property") through the dangerous-building program; and
9

10 WHEREAS, acquisition costs were paid by the Department of Building
11 Development Services, which include legal costs, demolition costs, etc., and total
12 \$13,610.11; and
13

14 WHEREAS, after declaring the Property to be surplus, the Land Inventory
15 Committee put the Property out for public bid; and
16

17 WHEREAS, Affordable Housing Action Board of Springfield, Inc., offered to buy
18 the Property for \$16,600.00, an offer the City Manager considers acceptable because it
19 was the highest bid received and was over the City's asking price; and
20

21 WHEREAS, disposition and acceptance of real property calls for City Council
22 approval.
23

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

27 Section 1 – City Council hereby approves the sale of the property at 2824 West
28 Water Street depicted on "Exhibit A," which is attached hereto and incorporated herein
29 by this reference, to Affordable Housing Action Board of Springfield, Inc., for the price
30 and sum of \$16,600.00.
31

32 Section 2 – City Council hereby authorizes the Mayor to execute a "Special
33 Warranty Deed," said document to be substantially similar to "Exhibit B," which is

34 attached hereto and incorporated herein by this reference so as to convey title to the
35 real estate to the purchaser herein consistent with the offer and acceptance.
36

37 Section 3 – The budget of the Department of Building Development Services is
38 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
39 No. 063, a copy of which is attached hereto and incorporated herein by this reference
40 as “Exhibit C.”
41

42 Section 4 – City Council hereby finds that the budget adjustment made above
43 has been recommended by the City Manager.
44

45 Section 5 – The City Manager is directed to cause the appropriate accounting
46 entries to be made in the books and records of the City.
47

48 Section 6 – This Ordinance shall be in full force and effect from and after
49 passage.
50

51 Passed at meeting: _____
52

53 _____
54 Mayor
55

56 Attest: _____, City Clerk
57

58 Filed as Ordinance: _____
59

60
61 Approved as to form: Duke M. Donald, Assistant City Attorney
62

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

EXPLANATION TO COUNCIL BILL 2022 -101

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 2824 West Water Street to Affordable Housing Action Board of Springfield, Inc., for \$16,600.00; authorize the issuance of a deed for same; approve the budget adjustment; and amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 2824 West Water Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$13,610.11. The City received the offer to purchase noted above. The bid is acceptable because it was the highest bid received, it was over the City's asking price, and the lot is buildable. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

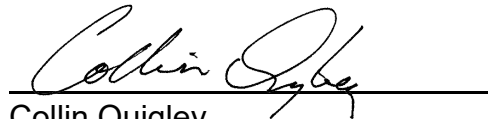
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:



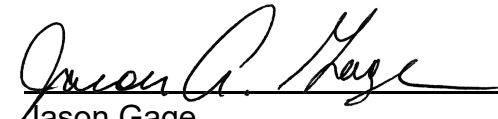
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



City of Springfield, Missouri GIS

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Affordable Housing Action Board of Springfield, Inc., Grantee, at 430 E. Bob Barker Blvd., Springfield, Missouri 65802.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of Lot Seven (7), Block Twenty-Six (26), Westport Addition to the City of Springfield, Greene County, Missouri, according to the recorded plat thereof; addressed as 2824 West Water Street.

Parcel No: 88-13-21-129-017

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before December 11, 2019. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2020, Page 000651-20 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto

its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
063

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 16,600.00	Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 16,600.00	

Expenditures:

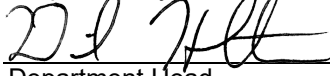
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 16,600.00	Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 16,600.00	

Fund Balance Appropriation:

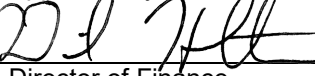
Fund	Title	Amount

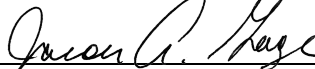
Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 2824 W Water.

Requested By:


Department Head 04-25-2022
Date

Approved By:


Director of Finance 04-25-2022
Date


City Manager 04-25-2022
Date

Authorization:

Council Bill No. 2022-101
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-102

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the sale of real property at 1026 West Thoman Street to Randall
2 Gear, for \$9,010.00; authorizing the issuance of a deed for same;
3 and approving a budget adjustment to amend the Fiscal Year 2021-
4 2022 budget.
5 _____
6

7 WHEREAS, the City acquired the real estate at 1026 West Thoman Street (the
8 "Property") through the dangerous-building program; and
9

10 WHEREAS, acquisition costs were paid by the Department of Building
11 Development Services, which include legal costs, demolition costs, etc., and total
12 \$12,574.54; and
13

14 WHEREAS, after declaring the Property to be surplus, the Land Inventory
15 Committee put the Property out for public bid; and
16

17 WHEREAS, Randall Gear, offered to buy the Property for \$9,010.00, an offer the
18 City Manager considers acceptable because there were no bids for the property after
19 two previous attempts to sell; and
20

21 WHEREAS, disposition and acceptance of real property calls for City Council
22 approval.
23

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

27 Section 1 – City Council hereby approves the sale of the property at 1026 West
28 Thoman Street depicted on "Exhibit A," which is attached hereto and incorporated
29 herein by this reference, to Randall Gear, for the price and sum of \$9,010.00.
30

31 Section 2 – City Council hereby authorizes the Mayor to execute a "Special
32 Warranty Deed," said document to be substantially similar to "Exhibit B," which is
33 attached hereto and incorporated herein by this reference so as to convey title to the

34 real estate to the purchaser herein consistent with the offer and acceptance.

35
36 Section 3 – The budget of the Department of Building Development Services is
37 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
38 No. 064, a copy of which is attached hereto and incorporated herein by this reference
39 as “Exhibit C.”
40

41 Section 4 – City Council hereby finds that the budget adjustment made above
42 has been recommended by the City Manager.
43

44 Section 5 – The City Manager is directed to cause the appropriate accounting
45 entries to be made in the books and records of the City.
46

47 Section 6 – This Ordinance shall be in full force and effect from and after
48 passage.
49

50 Passed at meeting: _____
51

52 _____
53 Mayor
54

55 Attest: _____, City Clerk
56

57 Filed as Ordinance: _____
58

59
60 Approved as to form: Duke M. Donald, Assistant City Attorney
61

62
63 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 102

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 1026 West Thoman Street to Randall Gear, for \$9,010.00; authorize the issuance of a deed for same; approve the budget adjustment; and amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 1026 West Thoman Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$12,574.54. The City received the offer to purchase noted above. The bid is acceptable because this is the only bid after two previous attempts to sell. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

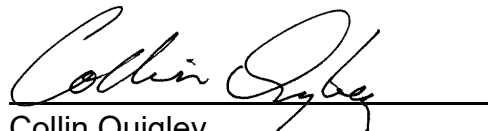
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:



Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Randall Gear, Grantee, at 4907 S. Bothwell Avenue, Springfield, Missouri 65804.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

Lot Thirty-Five (35) in the amended plat of New Ozark Heights Addition in the City of Springfield, Greene County, Missouri; addressed as 1026 West Thoman Street.

Parcel No: 88-13-11-312-004

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before April 24, 2019. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2019, Page 015652-19 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)
)
COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
064

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 9,010.00	Reimburse Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 9,010.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 9,010.00	Reimburse Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 9,010.00	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 1026 W Thoman.

Requested By:


Department Head 04-25-2022
Date

Approved By:


Director of Finance 04-25-2022
Date


City Manager 04-25-2022
Date

Authorization:

Council Bill No. 2022-102
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-103

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the sale of real property at 727 West Mount Vernon Street to
2 Stephen Long, for \$25,000.00; authorizing the issuance of a deed
3 for same; and approving a budget adjustment to amend the Fiscal
4 Year 2021-2022 budget.
5 _____
6

7 WHEREAS, the City acquired the real estate at 727 West Mount Vernon Street
8 (the "Property") through the dangerous-building program; and
9

10 WHEREAS, acquisition costs were paid by the Department of Building
11 Development Services, which include legal costs, demolition costs, etc., and total
12 \$10,490.37; and
13

14 WHEREAS, after declaring the Property to be surplus, the Land Inventory
15 Committee put the Property out for public bid; and
16

17 WHEREAS, Stephen Long, offered to buy the Property for \$25,000.00, an offer
18 the City Manager considers acceptable because it was the highest bid received and
19 was over the City's asking price; and
20

21 WHEREAS, disposition and acceptance of real property calls for City Council
22 approval.
23

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

27 Section 1 – City Council hereby approves the sale of the property at 727 West
28 Mount Vernon Street depicted on "Exhibit A," which is attached hereto and incorporated
29 herein by this reference, to Stephen Long, for the price and sum of \$25,000.00.
30

31 Section 2 – City Council hereby authorizes the Mayor to execute a "Special
32 Warranty Deed," said document to be substantially similar to "Exhibit B," which is
33 attached hereto and incorporated herein by this reference so as to convey title to the

34 real estate to the purchaser herein consistent with the offer and acceptance.

35
36 Section 3 – The budget of the Department of Building Development Services is
37 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
38 No. 065, a copy of which is attached hereto and incorporated herein by this reference
39 as “Exhibit C.”
40

41 Section 4 – City Council hereby finds that the budget adjustment made above
42 has been recommended by the City Manager.
43

44 Section 5 – The City Manager is directed to cause the appropriate accounting
45 entries to be made in the books and records of the City.
46

47 Section 6 – This Ordinance shall be in full force and effect from and after
48 passage.
49

50 Passed at meeting: _____
51

52 _____
53 Mayor
54

55 Attest: _____, City Clerk
56

57 Filed as Ordinance: _____
58

59
60 Approved as to form: Duke M. Donald, Assistant City Attorney
61

62
63 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 103

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 727 West Mount Vernon Street to Stephen Long, for \$25,000.00; authorize the issuance of a deed for same; approve the budget adjustment; and amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 727 West Mount Vernon Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$10,490.37. The City received the offer to purchase noted above. The bid is acceptable because it was the highest bid received, it was over the City's asking price, and the lot is buildable. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

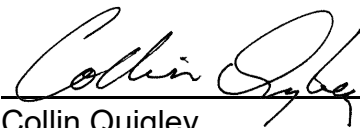
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:



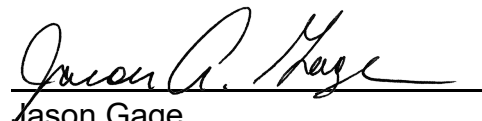
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager

727 West Mount Vernon Street

EXHIBIT A



SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Stephen Long, Grantee, at 1216 S. Jefferson Avenue, Springfield, Missouri 65807.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of the West One-Half (W1/2) of Lot Eighty (80), Block Twenty (20), M. M. McCluer's Addition to the City of Springfield, Greene County, Missouri, according to the recorded plat thereof; addressed as 727 West Mount Vernon Street.

Parcel No: 88-13-23-142-006

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before December 20, 2019. On such date, Grantor acquired the above-described property by "Quitclaim Deed" recorded in Book 2020, Page 000654-20 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto

its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
065

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 25,000.00	Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 25,000.00	

Expenditures:

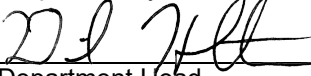
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 25,000.00	Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 25,000.00	

Fund Balance Appropriation:

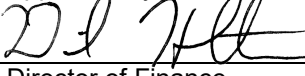
Fund	Title	Amount

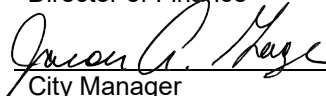
Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 727 W Mt. Vernon.

Requested By:

 04-25-2022
Department Head Date

Approved By:

 04-25-2022
Director of Finance Date

 04-25-2022
City Manager Date

Authorization:

Council Bill No. 2022-103
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hmgs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 104

SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 723 West Brower Street to Master Plumber, LLC, for \$9,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

WHEREAS, the City acquired the real estate at 723 West Brower Street (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by the Department of Building Development Services, which include legal costs, demolition costs, etc., and total \$8,721.88; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Master Plumber, LLC, has offered to buy the Property for \$9,000.00, an offer the City Manager considers acceptable because it was the highest bid received and was over the City's asking price; and

WHEREAS, disposition and acceptance of real property calls for City Council approval.

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

Section 1 – City Council hereby approves the sale of the property at 723 West Brower Street depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference, to Master Plumber, LLC, for the price and sum of \$9,000.00.

Section 2 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is attached hereto and incorporated herein by this reference so as to convey title to the

real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – The budget of the Department of Building Development Services is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 066, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 4 – City Council hereby finds that the budget adjustments made above has been recommended by the City Manager.

Section 5 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 6 – 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 - 104

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 723 West Brower Street to Master Plumber, LLC., for \$9,000.00; authorize the issuance of a deed for same; and approve the budget adjustment to amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 723 West Brower Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$8,721.88. The City received the offer to purchase noted above. The bid is acceptable because it was the highest bid received, it was over the City's asking price, and the lot is buildable. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

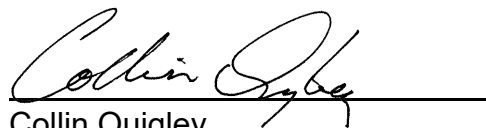
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D" and the committee has declared the above property to be surplus.

Submitted by:



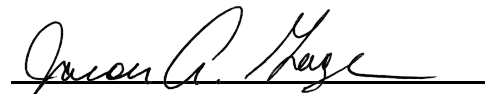
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



City of Springfield, Missouri GIS

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Master Plumber, LLC., Grantee, at 10481 N. Farm Road 149, Pleasant Hope, Missouri 65725.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of Lot Ten (10) in Second Inside Addition to the City of Springfield, Greene County, Missouri; addressed as 723 West Brower Street.

Parcel No: 88-13-14-434-020

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before November 13, 2019. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2019, Page 040407-19 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)
)
COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
066

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 9,000.00	Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 9,000.00	

Expenditures:

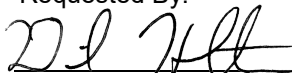
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 9,000.00	Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 9,000.00	

Fund Balance Appropriation:

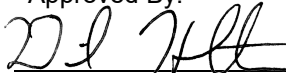
Fund	Title	Amount

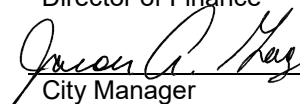
Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 723 W Brower.

Requested By:

 04-25-2022
Department Head Date

Approved By:

 04-25-2022
Director of Finance Date

 04-25-2022
City Manager Date

Authorization:

Council Bill No. 2022-104
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-105

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the sale of real property at 1129 West Nichols Street to Master
2 Plumber, LLC, for \$1,700.00; authorizing the issuance of a deed for
3 same; authorizing the acceptance of a sight-triangle easement; and
4 approving a budget adjustment to amend the Fiscal Year 2021-
5 2022 budget.
6 _____
7

8 WHEREAS, the City acquired the real estate at 1129 West Nichols Street (the
9 "Property") through the dangerous-building program; and
10

11 WHEREAS, acquisition costs were paid by the Department of Building
12 Development Services, which include legal costs, demolition costs, etc., and total
13 \$8,370.26; and
14

15 WHEREAS, after declaring the Property to be surplus, with the exception of a
16 sight-triangle easement, the Land Inventory Committee put the Property out for public
17 bid; and
18

19 WHEREAS, Master Plumber, LLC, offered to buy the Property for \$1,700.00, an
20 offer the City Manager considers acceptable because there were no bids for the
21 property after three previous attempts to sell; and
22

23 WHEREAS, the Department of Public Works has deemed it necessary to retain
24 or receive back a sight-triangle easement; and
25

26 WHEREAS, disposition and acceptance of real property calls for City Council
27 approval.
28

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

32 Section 1 – City Council hereby approves the sale of the property at 1129 West
33 Nichols Street depicted on "Exhibit 1," which is attached hereto and incorporated herein

by this reference, to Master Plumber, LLC, for the price and sum of \$1,700.00, with a retained sight-triangle easement to the City.

Section 2 – City Council hereby authorizes the Mayor to execute a “Special Warranty Deed,” said document to be substantially similar to “Exhibit 2,” which is attached hereto and incorporated herein by this reference so as to convey title to the real estate, with the exception of a retained sight-triangle easement, to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to accept a “Sight-Triangle Easement,” said document to be substantially similar to “Exhibit 3,” which is attached and is consistent with the offer and acceptance.

Section 4 – The budget of the Department of Building Development Services is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 067, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit 4.”

Section 5 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

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

Section 7 – 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: Duke M. Donald, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 -105

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 1129 West Nichols Street to Master Plumber, LLC., for \$1,700.00; authorize the issuance of a deed for same; authorize the acceptance of a sight-triangle easement; approve the budget adjustment; and amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 1129 West Nichols Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$8,370.26. The City received the offer to purchase noted above. The bid is acceptable because this is the only bid after three previous attempts to sell. The Department of Public Works also deems it necessary to retain or receive back a sight-triangle easement. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

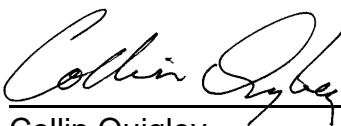
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:



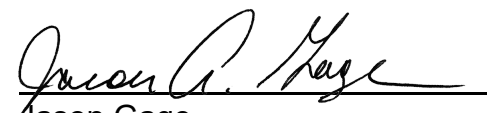
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Master Plumber, LLC., Grantee, at 10481 North Farm Road 149, Pleasant Hope, Missouri 65725.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of Lots Eighty-six (86) and Eighty-seven (87), except the north Fifty-eight (58) feet thereof, in QUEEN CITY ADDITION, Springfield, Greene County, Missouri, according to the recorded plat thereof; addressed as 1129 West Nichols Street.

Parcel No: 88-13-14-208-007

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before June 27, 2011. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2011, Page 025395-11 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto

its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

RIGHT OF WAY DEED

THIS INDENTURE, made this _____ day of _____, 20____, by and between
Master Plumber LLC

a Missouri Limited Liability Company ("Grantor") and the **City of Springfield, Missouri**, a municipal corporation ("Grantee"). The mailing address of Grantor is **10481 N Farm Road 149, Pleasant Hope, MO 65725**

The mailing address of Grantee is City of Springfield, Department of Public Works, 840 Boonville Ave., Springfield, Missouri 65802.

WITNESSETH, that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

SEE EXHIBIT "A"**WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a public street improvement or related purposes or for such other purposes hereinabove set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its successors and assigns, forever; the said Grantor hereby covenanting on its part and on behalf of its successors and assigns that said Grantor is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that said Grantor has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said Grantor will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and none.

Exhibit "B" depicts the general location of the real estate and is for illustrative purposes only.

BY SIGNING THIS INSTRUMENT, THE GRANTOR ACKNOWLEDGES THAT NO ORGANIZER, MEMBER, OR EMPLOYEE OF GRANTOR IS PRESENTLY EMPLOYED BY THE CITY OF SPRINGFIELD, MISSOURI OR CITY UTILITIES OF SPRINGFIELD, MISSOURI.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.

GRANTOR

By: _____

Type Name & Title: Gavril A. Muresan

STATE OF MISSOURI
COUNTY OF GREENE SS.

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY

On this _____ day of _____, in the year 20____, before me, a Notary Public in and for said state, personally appeared Gavril A. Muresan, to me personally known, who, being by me duly sworn did say that he/she is the _____ of Master Plumber LLC, a Limited Liability Company of the State of Missouri, and that said document was signed in behalf of said Limited Liability Company by authority of its _____ and said Gavril A. Muresan acknowledged said document to be the free act and deed of said Limited Liability Company and acknowledged to me that he/she executed the same for the purposes therein stated.

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

“Notary Seal”

Notary Public: _____

Type Name: _____

EXHIBIT A

Beginning at the Southwest corner of Lot 86 in Queen City Addition to the City of Springfield, Greene County, Missouri, according to the recorded plat thereof; Thence along the east right of way of Franklin Avenue, N02°16'33"E a distance of 10.00 feet; Thence leaving said right of way, S43°09'39"E a distance of 14.03 feet to the north right of way of Nichols Street; Thence along said right of way, N88°35'50"W a distance of 10.00 feet to the Point of Beginning. Tract contains 50.0 square feet. Bearings used in this description are based on the Missouri Coordinate System of 1983, Central Zone.

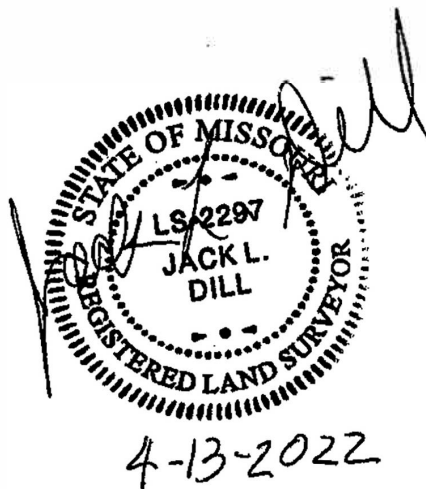
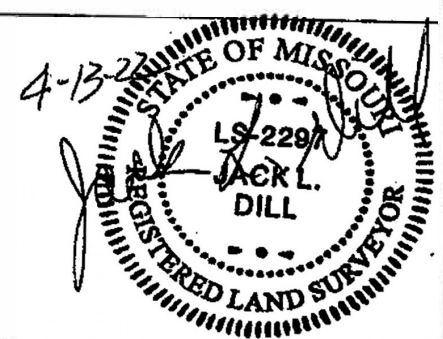
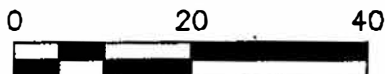
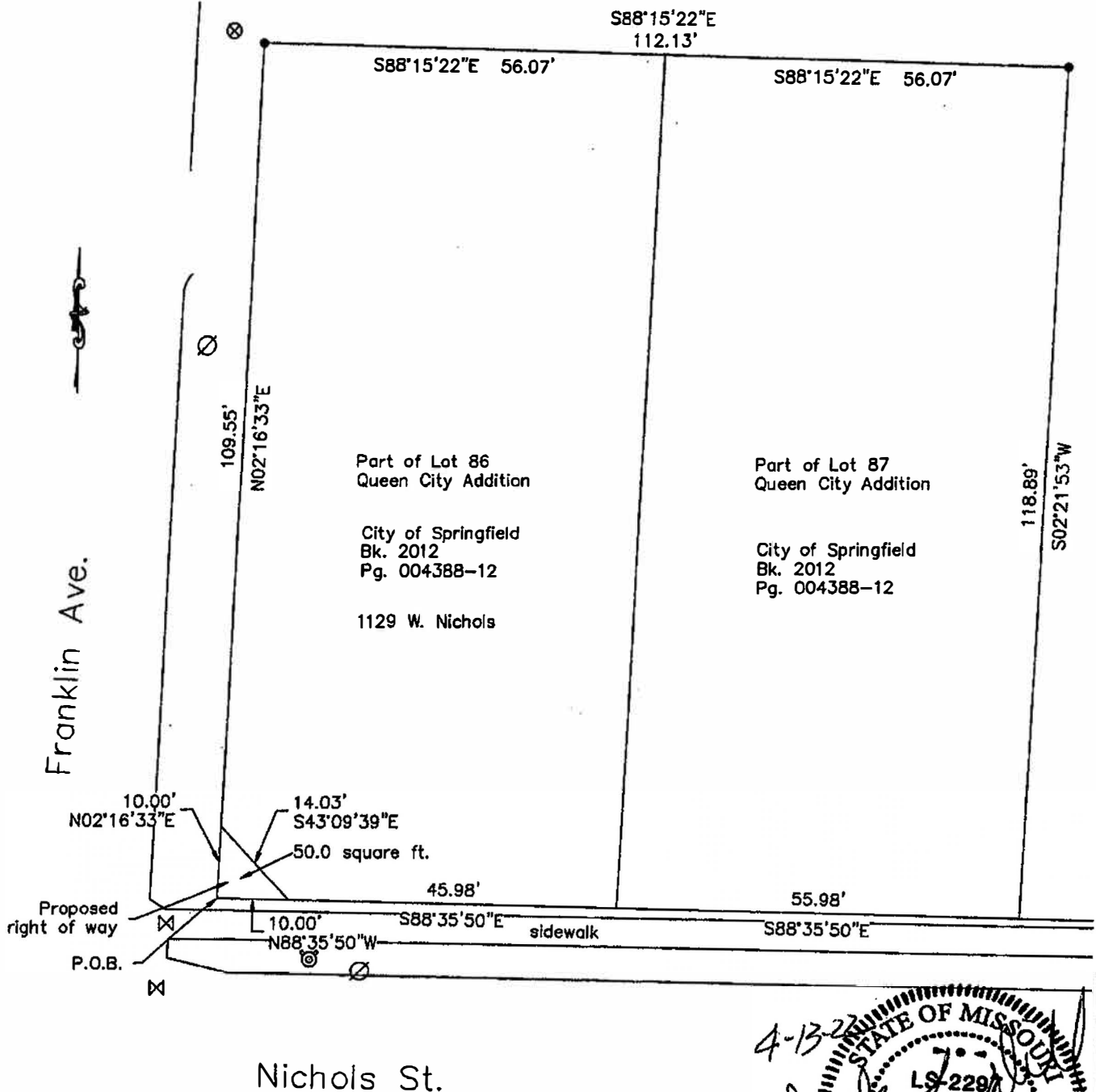


EXHIBIT B



Proposed right of way
City of Springfield
1129 W. Nichols

DRW BY: Dill
DRW DATE: 04/13/2022
SURVEY SECTION

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 4

Budget Adjustment
067

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 1,700.00	Reimburse Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 1,700.00	

Expenditures:

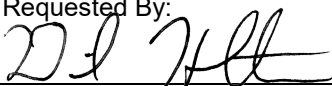
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 1,700.00	Reimburse Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 1,700.00	

Fund Balance Appropriation:

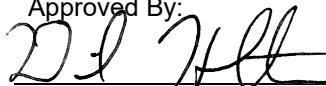
Fund	Title	Amount

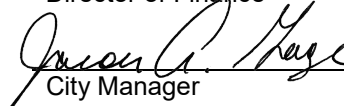
Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 1129 W Nichols.

Requested By:

 04-25-2022
Department Head Date

Approved By:

 04-25-2022
Director of Finance Date

 04-25-2022
City Manager Date

Authorization:

Council Bill No. 2022-105
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hmgs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 106

SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 1342 East Blaine Street to Master Plumber, LLC, for \$1,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

WHEREAS, the City acquired the real estate at 1342 East Blaine Street (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by the Department of Building Development Services, which include legal costs, demolition costs, etc., and total \$7,525.33; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Master Plumber, LLC, has offered to buy the Property for \$1,000.00, an offer the City Manager considers acceptable because there were no bids for the property after three previous attempts to sell; and

WHEREAS, disposition and acceptance of real property calls for City Council approval.

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

Section 1 – City Council hereby approves the sale of the property at 1342 East Blaine Street depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference, to Master Plumber, LLC, for the price and sum of \$1,000.00.

Section 2 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is attached hereto and incorporated herein by this reference so as to convey title to the

real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – The budget of the Department of Building Development Services is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 068, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 4 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 5 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

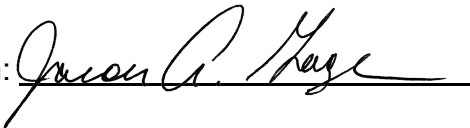
Passed at meeting: _____

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 - 106

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 1342 East Blaine Street to Master Plumber, LLC., for \$1,000.00; authorize the issuance of a deed for same; and approve the budget adjustment to amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 1342 East Blaine Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$7,525.33. The City received the offer to purchase noted above. The bid is acceptable because this is the only bid received after three previous attempts to sell. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

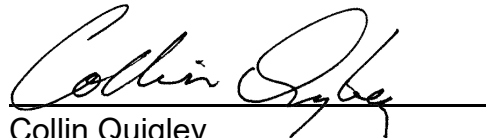
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:



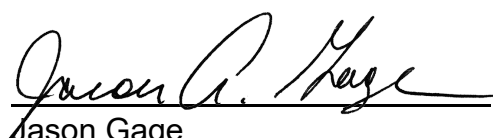
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



City of Springfield, Missouri GIS

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Master Plumber, LLC., Grantee, at 10481 N. Farm Road 149, Pleasant Hope, Missouri 65725.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of Lot Eight (8) except the South Fifty (50) feet thereof, in Arrington's Addition to the City of Springfield, Missouri; addressed as 1342 East Blaine Street.

Parcel No: 88-12-07-313-007

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before July 26, 2016. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2016, Page 032700-16 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto

its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
068

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 1,000.00	Reimburse Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 1,000.00	

Expenditures:

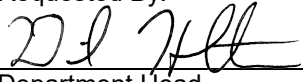
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 1,000.00	Reimburse Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 1,000.00	

Fund Balance Appropriation:

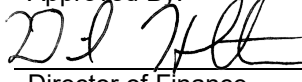
Fund	Title	Amount

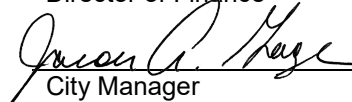
Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 1342 E Blaine.

Requested By:

 04-25-2022
Department Head Date

Approved By:

 04-25-2022
Director of Finance Date

 04-25-2022
City Manager Date

Authorization:

Council Bill No. 2022-106
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hmgs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-107

SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 1620 North Texas Avenue to Master Plumber, LLC, for \$5,500.00; authorizing the issuance of a deed for same; and approving the budget adjustment to amend the Fiscal Year 2021-2022 budget.

WHEREAS, the City acquired the real estate at 1620 North Texas Avenue (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by the Department of Building Development Services, which include legal costs, demolition costs, etc., and total \$2,731.34; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Master Plumber, LLC, has offered to buy the Property for \$5,500.00, an offer the City Manager considers acceptable because it was the highest bid and was over the City's asking price; and

WHEREAS, disposition and acceptance of real property calls for City Council approval.

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

Section 1 – City Council hereby approves the sale of the property at 1620 North Texas Avenue depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference, to Master Plumber, LLC, for the price and sum of \$5,500.00.

Section 2 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is attached hereto and incorporated herein by this reference so as to convey title to the

real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – The budgets of the Department of Building Development Services is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 069, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 4 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 5 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 6 – 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: Duke M. Donald, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 - 107

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 1620 North Texas Avenue to Master Plumber, LLC., for \$5,500.00; authorize the issuance of a deed for same; and approve the budget adjustment to amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 1620 North Texas Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$2,731.34. The City received the offer to purchase noted above. The bid is acceptable because it was the highest bid received, it was over the City's asking price, and the lot is buildable. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

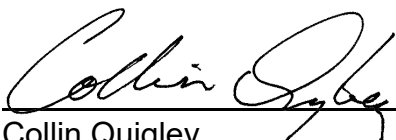
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:



Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Master Plumber, LLC., Grantee, at 10481 North Farm Road 149, Pleasant Hope, Missouri 65725.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of the South Half of Lots Thirty-One (31) and Thirty-Two (32) in Twigger's Addition of the Town of North Springfield, now a part of the City of Springfield, Greene County, Missouri; addressed as 1620 North Texas Avenue.

Parcel No: 88-13-12-417-013

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before March 2, 2017. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2017, Page 024783-17 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto

its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this _____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
069

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 5,500.00	Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 5,500.00	

Expenditures:

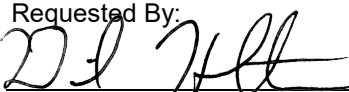
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 5,500.00	Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 5,500.00	

Fund Balance Appropriation:

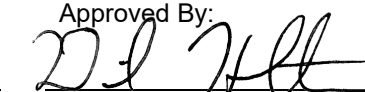
Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 1620 N Texas.

Requested By:


Department Head 04-25-2022
Date

Approved By:


Director of Finance 04-25-2022
Date


City Manager 04-25-2022
Date

Authorization:

Council Bill No. 2022-107
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 108

SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 1851 North Main Avenue to Master Plumber, LLC., for \$5,700.00; authorizing the issuance of a deed for same; authorizing the acceptance of a permanent sanitary sewer easement; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

WHEREAS, the City acquired the real estate at 1851 North Main Avenue (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by the Department of Building Development Services, which include legal costs, demolition costs, etc., and total \$9,108.01; and

WHEREAS, after declaring the Property to be surplus, with the exception of an 8ft. permanent sanitary sewer easement, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Master Plumber, LLC., has offered to buy the Property for \$5,700.00, an offer the City Manager considers acceptable because there were no bids for the property after three previous attempts to sell; and

WHEREAS, the Department of Public Works has deemed it necessary to retain or receive back an 8ft. permanent sanitary sewer easement; and

WHEREAS, disposition and acceptance of real property calls for City Council approval.

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

Section 1 – City Council hereby approves the sale of the property at 1851 North Main Avenue depicted on "Exhibit 1," which is attached hereto and incorporated herein

by this reference, to Master Plumber, LLC, for the price and sum of \$5,700.00, with an 8ft. permanent sanitary sewer easement.

Section 2 – City Council hereby authorizes the Mayor to execute a “Special Warranty Deed,” said document to be substantially similar to “Exhibit 2,” which is attached hereto and incorporated herein by this reference so as to convey title to the real estate, with the exception of an 8ft. permanent sanitary sewer easement, to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to accept a “8ft. Permanent Sanitary Sewer Easement,” said document to be substantially similar to “Exhibit 3,” which is attached hereto and incorporated herein by this reference.

Section 4 – The budget of the Department of Building Development Services is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 070, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit 4.”

Section 5 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

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

Section 7 – 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: Duke M. Donald, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 -108

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 1851 North Main Avenue to Master Plumber, LLC., for \$5,700.00; authorize the issuance of a deed for same; authorize the acceptance of an 8ft. permanent sanitary sewer easement; and approve the budget adjustment to amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 1851 North Main Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$9,108.01. The City received the offer to purchase noted above. The bid is acceptable because this is the only bid received after three previous attempts to sell. The Department of Public Works also deems it necessary to retain or receive back an 8ft. permanent sanitary sewer easement. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

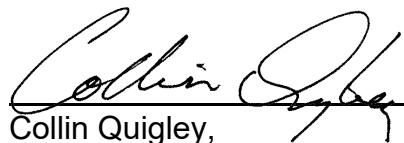
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:



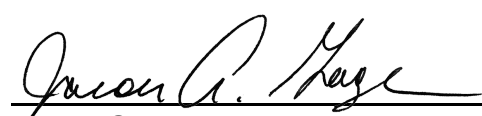
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Master Plumber, LLC., Grantee, at 10481 N. Farm Road 149, Pleasant Hope, Missouri 65725.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of Lot Twelve (12) and the South Ten (10) feet of Lot Eleven (11) Block Eighteen (18) Woodland Heights Addition and the East One-Half (E 1/2) of the vacated alley adjoining to the West, in the City of Springfield, Greene County, Missouri; addressed as 1851 North Main Avenue.

Parcel No: 88-13-11-404-034

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before March 12, 2018. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2018, Page 010140-18 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto

its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

SANITARY SEWER EASEMENT

THIS INDENTURE, made this ____ day of _____, 20____, by and between
Master Plumber LLC, a
Missouri Limited Liability Company ("Grantor") and the **City of Springfield,**
Missouri, a municipal corporation ("Grantee"). The mailing address of Grantor is
10481 N Farm Road 149, Pleasant Hope, MO 65725. The mailing address of
Grantee is City of Springfield, Department of Public Works, 840 Boonville Ave., Springfield, Missouri 65802.

WITNESSETH, that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

SEE EXHIBIT "A"
WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a sanitary sewer system or for such other purposes hereinabove set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its successors and assigns, forever; the said Grantor hereby covenanting on its part and on behalf of its successors and assigns that said Grantor is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that said Grantor has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said Grantor will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and none.

Said Grantor further covenants on its part and on behalf of its successors and assigns that said Grantor will not cause any building to be erected on the real estate herein conveyed without the express approval of the Grantee.

By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of the Grantor, its successors and assigns, restore the real estate herein conveyed as nearly as reasonably possible to the same condition in which it existed immediately prior to any construction activity caused by Grantee, as may be done thereon and therein from time to time, all within a reasonable time thereafter; the Grantee further covenanting in this regard that it will, among other things; (1) insofar as reasonably possible cause any excavation upon the real estate to be

backfilled and graded to the original grade or as shown on the proposed engineering plans; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed area; (4) use reasonable care to preserve those trees located within the easement, except those purchased by the Grantee as part of the compensation for this easement; (5) provide, at reasonable times during construction, access to the public street where any excavation upon the real estate might otherwise interfere therewith; and (6) that it will replace any improved walkway, drive, or retaining wall damaged or destroyed by construction.

The easement shall also confer on the Grantee the right to trim and/or remove all trees, shrubs, bushes, plantings, and other vegetation located within the easement, except those specifically identified to be retained as shown on City Plan # N/A which shall be retained, unless field conditions prevent such retention or reveal that retention is economically impractical and removal of same is approved by Grantor in writing.

The foregoing covenants shall run with the land and are binding upon Grantor and Grantor's successors and assigns.

Exhibit "B" depicts the general location of the easement and is for illustrative purposes only.

BY SIGNING THIS INSTRUMENT, THE GRANTOR ACKNOWLEDGES THAT NO ORGANIZER, MEMBER, OR EMPLOYEE OF GRANTOR IS PRESENTLY EMPLOYED BY THE CITY OF SPRINGFIELD, MISSOURI OR CITY UTILITIES OF SPRINGFIELD, MISSOURI.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.
GRANTOR

By: _____

Type Name & Title: Gavril A. Muresan

STATE OF MISSOURI
COUNTY OF GREENE SS.

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY

On this _____ day of _____, in the year 20____, before me, a Notary Public in and for said state, personally appeared Gavril A. Muresan, to me personally known, who, being by me duly sworn did say that he/she is the _____ of Master Plumber LLC, a Limited Liability Company of the State of Missouri, and that said document was signed in behalf of said Limited Liability Company by authority of its _____ and said Gavril A. Muresan acknowledged said document to be the free act and deed of said Limited Liability Company and acknowledged to me that he/she executed the same for the purposes therein stated.

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

"Notary Seal"

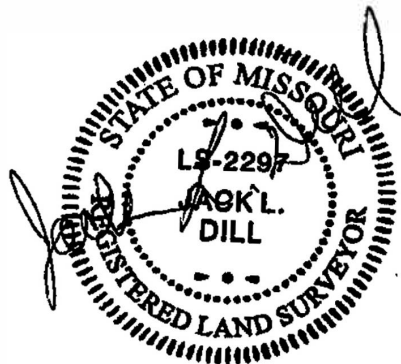
Notary Public: _____

Type Name: _____

EXHIBIT A

The West Eight (8) feet of the following described tract:

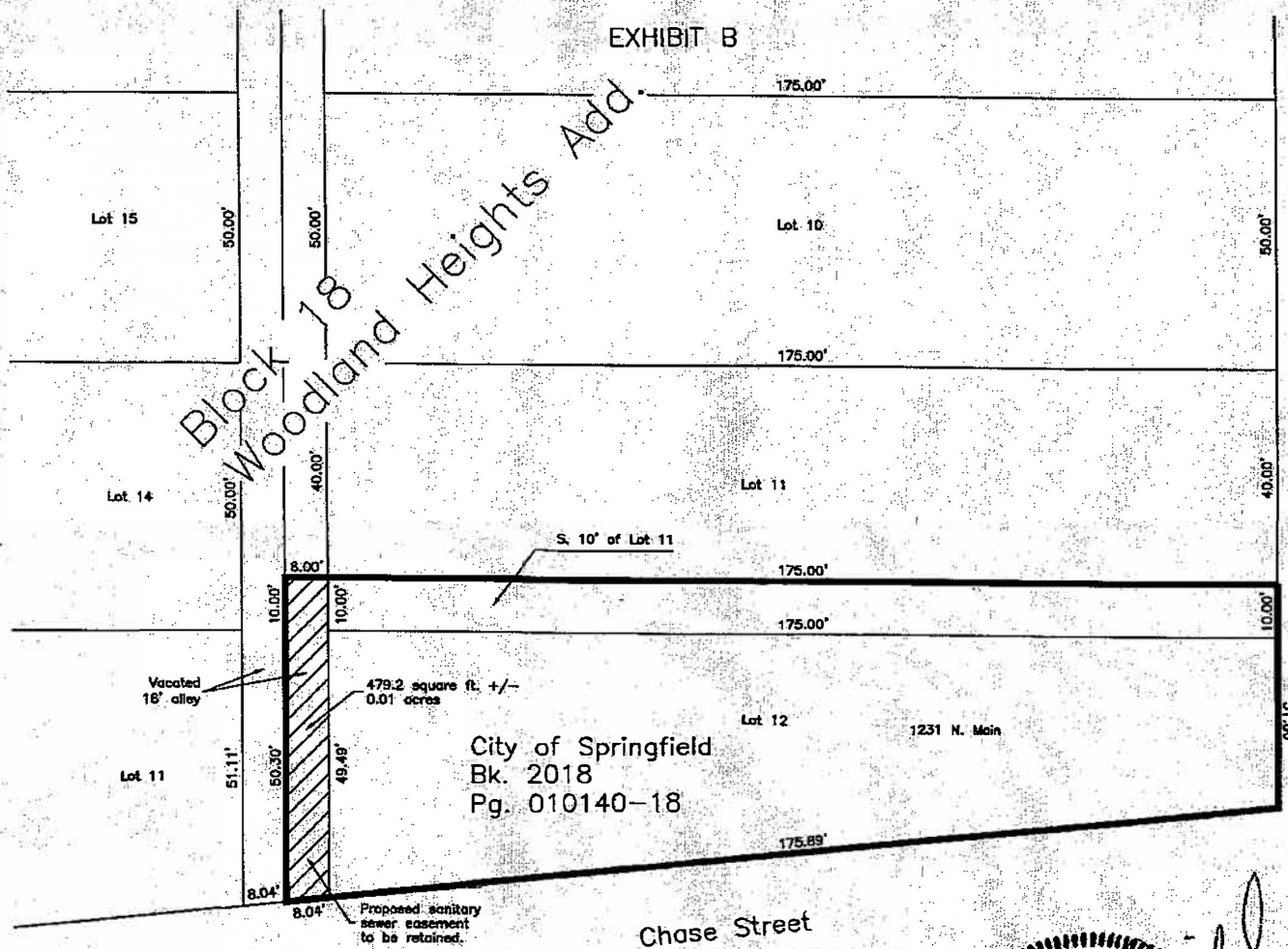
All of Lot Twelve (12) and the South Ten (10) feet of Lot Eleven (11), Block Eighteen (18), Woodland Heights Addition and the East One-Half (E1/2) of the vacated alley adjoining to the West, in the City of Springfield, Greene County, Missouri.



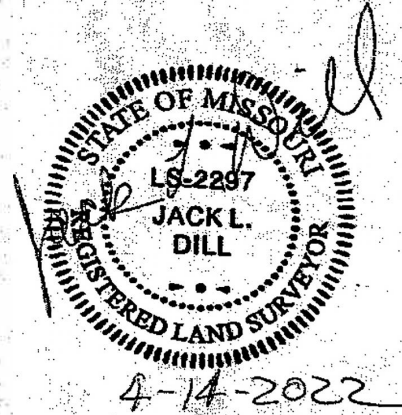
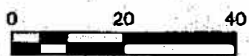
4-14-2022

Block 18
Woodland Heights Add.

EXHIBIT B



The dimensions shown are based on the plat of Woodland Heights Addition and are not measured distances. This sketch does not conform to Missouri Boundary Survey Standards and is a graphical representation of Exhibit A.



	Proposed Sanitary Sewer Easement City of Springfield 1851 N. Main Ave.	DRW BY: Dill DRW DATE: 4/14/2022 SURVEY SECTION
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CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 4

Budget Adjustment
070

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 5,700.00	Reimburse Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 5,700.00	

Expenditures:

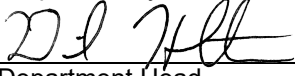
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 5,700.00	Reimburse Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 5,700.00	

Fund Balance Appropriation:

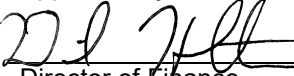
Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 1851 N Main.

Requested By:

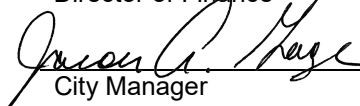

Department Head 04-25-2022
Date

Approved By:


Director of Finance 04-25-2022
Date

Authorization:

Council Bill No. 2022-108
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____


City Manager 04-25-2022
Date

One-rdg. _____
P. Hmgs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 109

SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 1717 North Oak Grove Avenue to David Pitts Properties, LLC., for \$13,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

WHEREAS, the City acquired the real estate at 1717 North Oak Grove Avenue (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by the Department of Building Development Services, which include legal costs, demolition costs, etc., and total \$8,158.89; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, David Pitts Properties, LLC, has offered to buy the Property for \$13,000.00, an offer the City Manager considers acceptable because it was the highest bid received and was over the City's asking price; and

WHEREAS, disposition and acceptance of real property calls for City Council approval.

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

Section 1 – City Council hereby approves the sale of the property at 1717 North Oak Grove Avenue depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference, to David Pitts Properties, LLC, for the price and sum of \$13,000.00.

Section 2 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is

attached hereto and incorporated herein by this reference so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – The budget of the Department of Building Development Services is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 071, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 4 – City Council hereby finds that the budget adjustments made above has been recommended by the City Manager.

Section 5 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 6 – 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: Duke M. Donald, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 - 109

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 1717 North Oak Grove Avenue to David Pitts Properties, LLC., for \$13,000.00; authorize the issuance of a deed for same; and approve the budget adjustment to amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 1717 North Oak Grove Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$8,158.89. The City received the offer to purchase noted above. The bid is acceptable because it was the highest bid received, it was over the City's asking price, and the lot is buildable. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

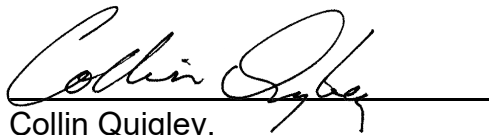
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D" and the committee has declared the above property to be surplus.

Submitted by:



Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and David Pitts Properties, LLC., Grantee, at P.O. Box 2792, Springfield, Missouri 65801.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of Lot Three (3), Block S, in Second Addition to Webster Park Subdivision, in the City of Springfield, Greene County, Missouri; addressed as 1717 North Oak Grove Avenue.

Parcel No: 88-12-08-412-036

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before August 13, 2020. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2021, Page 020710-21 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto

its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
071

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 13,000.00	Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 13,000.00	

Expenditures:

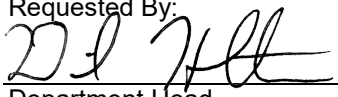
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 13,000.00	Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 13,000.00	

Fund Balance Appropriation:

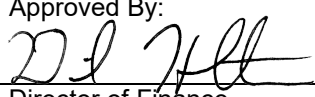
Fund	Title	Amount

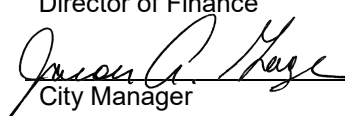
Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 1717 N Oak Grove.

Requested By:

 04-25-2022
Department Head Date

Approved By:

 04-25-2022
Director of Finance Date

 04-25-2022
City Manager Date

Authorization:

Council Bill No. 2022-109
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hmgs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-110

SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 1162 West Hovey Street to Reed Enterprises, LLC., for \$9,500.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

WHEREAS, the City acquired the real estate at 1162 West Hovey Street (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by the Department of Building Development Services, which include legal costs, demolition costs, etc., and total \$9,495.49; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Reed Enterprises, LLC, has offered to buy the Property for \$9,500.00, an offer the City Manager considers acceptable because it was the highest bid received and was over the City's asking price; and

WHEREAS, disposition and acceptance of real property calls for City Council approval.

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

Section 1 – City Council hereby approves the sale of the property at 1162 West Hovey Street depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference, to Reed Enterprises, LLC, for the price and sum of \$9,500.00.

Section 2 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is attached hereto and incorporated herein by this reference so as to convey title to the

real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – The budget of the Department of Building Development Services is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 072, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 4 – City Council hereby finds that the budget adjustments made above has been recommended by the City Manager.

Section 5 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 6 – 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: Duke M. Donald, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 -110

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 1162 West Hovey Street to Reed Enterprises, LLC., for \$9,500.00; authorize the issuance of a deed for same; and approve the budget adjustment to amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 1162 West Hovey Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$9,495.49. The City received the offer to purchase noted above. The bid is acceptable because it was the highest bid received, it was over the City's asking price, and the lot is buildable. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

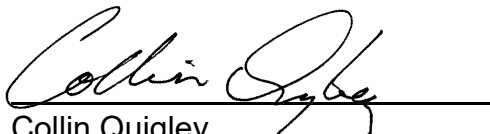
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D" and the committee has declared the above property to be surplus.

Submitted by:



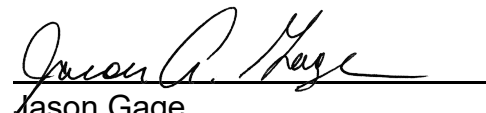
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Reed Enterprises, LLC., Grantee, at 6909 E. Farm Road 104, Strafford, Missouri 65757.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of Lot One (1), Block Five (5) in Englewood Addition to the City of Springfield, Missouri; addressed as 1162 West Hovey Street.

Parcel No: 88-13-14-213-013

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before October 3, 2019. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2021, Page 003270-21 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)
)
COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
072

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 9,500.00	Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 9,500.00	

Expenditures:

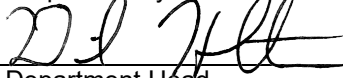
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 9,500.00	Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 9,500.00	

Fund Balance Appropriation:

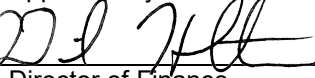
Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 1162 W Hovey.

Requested By:

 04-25-2022
Department Head Date

Approved By:

 04-25-2022
Director of Finance Date

 04-25-2022
City Manager Date

Authorization:

Council Bill No. 2022-110
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hmgs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 111

SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 2444 North Benton Avenue to Reed Enterprises, LLC., for \$10,000.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

WHEREAS, the City acquired the real estate at 2444 North Benton Avenue (the "Property") through the sewer-districting program; and

WHEREAS, acquisition costs were paid by the City's Environmental Services Department, which include legal costs, installation costs, etc., and total \$12,079.95; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Reed Enterprises, LLC., has offered to buy the Property for \$10,000.00, an offer the City Manager considers acceptable because there were no bids for the property after three previous attempts to sell; and

WHEREAS, disposition and acceptance of real property calls for City Council approval.

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

Section 1 – City Council hereby approves the sale of the property at 2444 North Benton Avenue depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference, to Reed Enterprises, LLC., for the price and sum of \$10,000.00.

Section 2 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is attached hereto and incorporated herein by this reference so as to convey title to the

real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – The budget of the Department of Environmental Services is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 073, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 4 – City Council hereby finds that the budget adjustments made above has been recommended by the City Manager.

Section 5 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 6 – 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: Duke M. Donald, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 - 111

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 2444 North Benton Avenue to Reed Enterprises, LLC., for \$10,000.00; authorize the issuance of a deed for same; and approve the budget adjustment to amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 2444 North Benton Avenue through the sewer-districting program. Total acquisition costs, including legal costs, installation costs, etc., were \$12,079.95. The City received the offer to purchase noted above. The bid is acceptable because this is the only bid after three previous attempts to sell. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

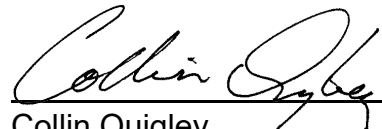
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D" and the committee has declared the above property to be surplus.

Submitted by:



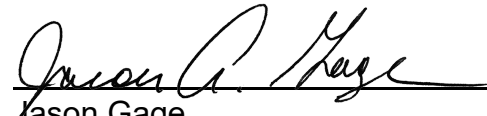
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Reed Enterprises, LLC., Grantee, at 6909 E. Farm Road 104, Strafford, Missouri 65757.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of the North One-half (N1/2) of Lot Eighty-seven (87) and of Lot Eighty-Eight (88), and South One-half (S1/2) of Lot Eighty-nine (89), Wilkerson's Addition, a subdivision in Springfield, Greene County, Missouri, according to the recorded plat thereof; addressed as 2444 North Benton Avenue.

Parcel No: 88-13-01-306-014

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before November 28, 2017. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2017, Page 047268-17 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto

its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this _____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
073

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
53010	08	30010	406170	000000	00000	\$ 10,000.00	Clean Water Services acquisition reimbursement
Net Revenue Adjustment						\$ 10,000.00	

Expenditures:

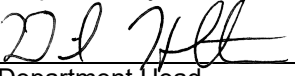
Fund	Dept	Org	Account	P&G	Location	Amount	Description
53010	08	30010	502720	000000	00000	\$ 10,000.00	Clean Water Services acquisition reimbursement
Net Expenditure Adjustment						\$ 10,000.00	

Fund Balance Appropriation:

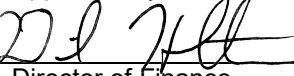
Fund	Title	Amount

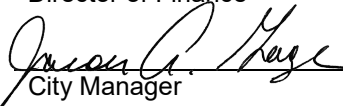
Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 2444 N Benton.

Requested By:

 04-25-2022
Department Head Date

Approved By:

 04-25-2022
Director of Finance Date

 04-25-2022
City Manager Date

Authorization:

Council Bill No. 2022-111
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hmgs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 112

SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the sale of real property at 1537 West Florida Street to Kaylah and Dustin Richard, for \$5,004.00; authorizing the issuance of a deed for same; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget.

WHEREAS, the City acquired the real estate at 1537 West Florida Street (the "Property") through the dangerous-building program; and

WHEREAS, acquisition costs were paid by the Department of Building Development Services, which include legal costs, demolition costs, etc., and total \$7,171.39; and

WHEREAS, after declaring the Property to be surplus, the Land Inventory Committee put the Property out for public bid; and

WHEREAS, Kaylah and Dustin Richard, has offered to buy the Property for \$5,004.00, an offer the City Manager considers acceptable because there were no bids for the property after three previous attempts to sell; and

WHEREAS, disposition and acceptance of real property calls for City Council approval.

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

Section 1 – City Council hereby approves the sale of the property at 1537 West Florida Street depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference, to Kaylah and Dustin Richard, for the price and sum of \$5,004.00.

Section 2 – City Council hereby authorizes the Mayor to execute a "Special Warranty Deed," said document to be substantially similar to "Exhibit B," which is attached hereto and incorporated herein by this reference so as to convey title to the

real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – The budget of the Department of Building Development Services is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 074, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit C.”

Section 4 – City Council hereby finds that the budget adjustments made above has been recommended by the City Manager.

Section 5 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 6 – 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: Duke M. Donald, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 - 112

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 1537 West Florida Street to Kaylah and Dustin Richard, for \$5,004.00; authorize the issuance of a deed for same; and approve the budget adjustment to amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 1537 West Florida Street through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$7,171.39. The City received the offer to purchase noted above. The bid is acceptable because this was the only bid after three previous attempts to sell. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

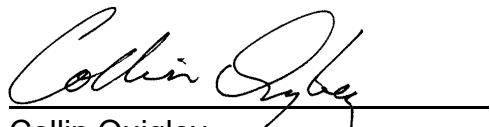
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D" and the committee has declared the above property to be surplus.

Submitted by:



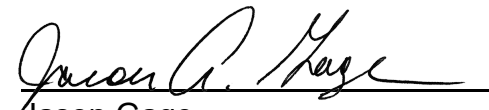
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



City of Springfield, Missouri GIS

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Kaylah and Dustin Richard, Grantee, at 1521 West Florida Street, Springfield, Missouri 65803.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of Lot 13 Block 16 Ozarks Heights Addition, Springfield, Greene County, Missouri; addressed as 1537 West Florida Street.

Parcel No: 88-13-11-307-011

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before November 28, 2017. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2017, Page 047267-17 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)
)
COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
074

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 5,004.00	Reimburse Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 5,004.00	

Expenditures:

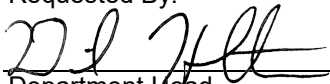
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 5,004.00	Reimburse Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 5,004.00	

Fund Balance Appropriation:

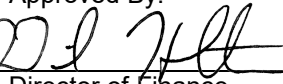
Fund	Title	Amount

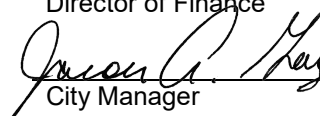
Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 1537 W Florida.

Requested By:


Department Head 04-25-2022
Date

Approved By:


Director of Finance 04-25-2022
Date


City Manager 04-25-2022
Date

Authorization:

Council Bill No. 2022-112
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 14
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 113

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the sale of real property at 1231 North Grant Avenue to Phillip Clayton
2 Rothschild, for \$12,510.00; authorizing the issuance of a deed for
3 same; authorizing the acceptance of a sewer-manhole easement and
4 a sight-triangle easement; and approving a budget adjustment to
5 amend the Fiscal Year 2021-2022 budget.
6 _____
7

8 WHEREAS, the City acquired the real estate at 1231 North Grant Avenue (the
9 "Property") through the dangerous-building program; and
10

11 WHEREAS, acquisition costs were paid by the Department of Building Development
12 Services, which include legal costs, demolition costs, etc., and total \$9,657.31; and
13

14 WHEREAS, after declaring the Property to be surplus, with the exception of a sewer-
15 manhole easement and a sight-triangle easement, the Land Inventory Committee put the
16 Property out for public bid; and
17

18 WHEREAS, Phillip Clayton Rothschild, offered to buy the Property for \$12,510.00,
19 an offer the City Manager considers acceptable because it was the highest bid received and
20 was over the City's asking price; and
21

22 WHEREAS, the Department of Public Works has deemed it necessary to retain or
23 receive back a sewer-manhole easement and a 30x30 foot sight-triangle easement; and
24

25 WHEREAS, disposition and acceptance of real property calls for City Council
26 approval.
27

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

31 Section 1 – City Council hereby approves the sale of the property at 1231 North
32 Grant Avenue depicted on "Exhibit 1," which is attached hereto and incorporated herein by
33 this reference, to Phillip Clayton Rothschild, for the price and sum of \$12,510.00, with a
34 retained sewer manhole easement and a sight-triangle easement to the City.
35

36 Section 2 – City Council hereby authorizes the Mayor to execute a "Special Warranty

Deed," said document to be substantially similar to "Exhibit 2," which is attached hereto and incorporated herein by this reference so as to convey title to the real estate, with the exception of a retained sight-triangle easement, to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to accept a sewer manhole easement, and a sight-triangle easement, said documents to be substantially similar to "Exhibit 3," which is attached and is consistent with the offer and acceptance.

Section 4 – The budget of the Department of Building Development Services is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 075, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit 4."

Section 5 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

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

Section 7 – 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: Duke M. Donald, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 - 113

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 1231 North Grant Avenue to Phillip Clayton Rothschild, for \$12,510.00; authorize the issuance of a deed for same; authorize the acceptance of a sewer manhole easement and a sight-triangle easement; approve the budget adjustment; and amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 1231 North Grant Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$9,657.31. The City received the offer to purchase noted above. The bid is acceptable because it was the highest bid received, it was over the City's asking price, and the lot is buildable. The Department of Public Works also deems it necessary to retain or receive back a sewer manhole easement and a 30x30 foot sight-triangle easement. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

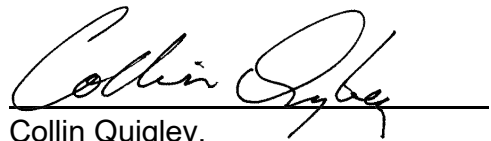
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:



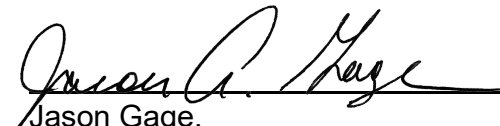
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager

1231 North Grant Avenue

Exhibit 1



SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Phillip Clayton Rothschild, Grantee, at 1811 E. Nottingham Street, Springfield, Missouri 65804.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of the North 50 feet of Lots One (1), Two (2) and Three (3) of Peale's Subdivision in the City of Springfield, Greene County, Missouri; addressed as 1231 North Grant Avenue.

Parcel No: 88-13-14-118-001

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before December 11, 2019. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2020, Page 000650-20 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto

its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 2022.

Notary Public

My term of office expires: _____

RIGHT OF WAY DEED

THIS INDENTURE made this _____ day of _____, 20____, by and between
Phillip Clayton Rothschild, an unmarried
person, of the County of Greene, State of Missouri ("Grantor") and the **City
of Springfield, Missouri**, a municipal corporation ("Grantee"). The mailing address of Grantor is
1811 E. Nottingham Street, Springfield, MO 65807. The mailing
address of Grantee is City of Springfield, Department of Public Works, 840 Boonville Ave., Springfield,
Missouri 65802.

WITNESSETH, that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

SEE EXHIBIT "A"**WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a public street improvement or related purposes or for such other purposes hereinabove set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its successors and assigns, forever; the said Grantor hereby covenanting on his/her part and on behalf of his/her heirs and assigns that said Grantor is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that said Grantor has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said Grantor will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and none.

Exhibit "B" depicts the general location of the real estate and is for illustrative purposes only.

BY SIGNING THIS INSTRUMENT, THE GRANTOR ACKNOWLEDGES THAT HE OR SHE IS NOT PRESENTLY EMPLOYED BY THE CITY OF SPRINGFIELD OR CITY UTILITIES OF SPRINGFIELD, MISSOURI.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.

GRANTOR

By: _____

Type Name: Phillip Clayton Rothschild

STATE OF MISSOURI
COUNTY OF GREENE SS.

UNMARRIED PERSON'S ACKNOWLEDGEMENT

On this _____ day of _____, 20____, before me, a Notary Public in and for said state, personally appeared Phillip Clayton Rothschild, to me known to be the person described in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her free act and deed.

And the said Phillip Clayton Rothschild further declared himself/herself to be single and unmarried.

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

"Notary Seal"

Notary Public: _____

Type Name: _____

SANITARY SEWER EASEMENT

THIS INDENTURE made this _____ day of _____, 20____, by and between
Phillip Clayton Rothschild
County of Greene, State of Missouri ("Grantor") and the **City of
Springfield, Missouri**, a municipal corporation ("Grantee"). The mailing address of Grantor is
1811 E. Nottingham Street, Springfield, MO 65807. The mailing
address of Grantee is City of Springfield, Department of Public Works, 840 Boonville Ave., Springfield,
Missouri 65802.

WITNESSETH, that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, his/her heirs and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a sanitary sewer system or for such other purposes hereinabove set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its successors and assigns, forever; the said Grantor hereby covenanting on his/her part and on behalf of his/her heirs and assigns that said Grantor is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that said Grantor has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said Grantor will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and none.

Said Grantor further covenants on his/her part and on behalf of his/her heirs and assigns that said Grantor will not cause any building to be erected on the real estate herein conveyed without the express approval of the Grantee.

By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of the Grantor, his/her heirs and assigns, restore the real estate herein conveyed as nearly as reasonably possible to the same condition in which it existed immediately prior to any construction activity caused by Grantee, as may be done thereon and therein from time to time, all within a reasonable time thereafter; the Grantee further covenanting in this regard that it

will, among other things; (1) insofar as reasonably possible cause any excavation upon the real estate to be backfilled and graded to the original grade as shown on the proposed engineering plans; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed area; (4) use reasonable care to preserve those trees located within the easement, except those purchased by the Grantee as part of the compensation for this easement; (5) provide, at reasonable times during construction, access to the public street where any excavation upon the real estate might otherwise interfere therewith; and (6) that it will replace any improved walkway, drive, or retaining wall damaged or destroyed by construction.

The easement shall also confer on the Grantee the right to trim and/or remove all trees, shrubs, bushes, plantings, and other vegetation located within the easement, except those specifically identified to be retained as shown on City Plan # N/A which shall be retained, unless field conditions prevent such retention or reveal that retention is economically impractical and removal of same is approved by Grantor in writing.

The foregoing covenants shall run with the land and are binding upon Grantor and Grantor's heirs, successors and assigns.

Exhibit "B" depicts the general location of the easement area and is for illustrative purposes only.

BY SIGNING THIS INSTRUMENT, THE GRANTOR ACKNOWLEDGES THAT HE OR SHE IS NOT PRESENTLY EMPLOYED BY THE CITY OF SPRINGFIELD OR CITY UTILITIES OF SPRINGFIELD, MISSOURI.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.

GRANTOR

By: _____

Type Name: Phillip Clayton Rothschild

STATE OF MISSOURI
COUNTY OF GREENE SS.

UNMARRIED PERSON'S ACKNOWLEDGEMENT

On this _____ day of _____, 20____, before me, a Notary Public in and for said state, personally appeared Phillip Clayton Rothschild, to me known to be the person described in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her free act and deed.

And the said Phillip Clayton Rothschild further declared himself/herself to be single and unmarried.

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

"Notary Seal"

Notary Public: _____

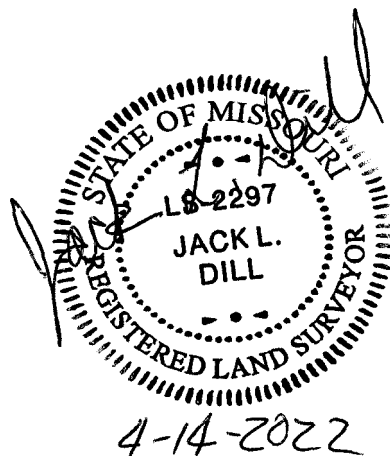
Type Name: _____

EXHIBIT A

"Sewer Manhole Easement"

Part of the North Fifty (50) feet of Lots 1, 2, and 3 of Peale's Subdivision in the City of Springfield, Greene County, Missouri, according to the recorded plat thereof, described as follows:

Commencing at the Northwest corner of said Lot 2; Thence along the common line of Lots 2 and 3, S01°43'03"W a distance of 33.72 feet to the True Point of Beginning; Thence leaving said common line, N88°06'07"W a distance of 11.29 feet; Thence S01°53'53"W a distance of 16.83 feet to the south line of the Grantor's land; Thence along said south line, S89°03'26"E a distance of 15.00 feet; Thence leaving said south line, N01°53'53"E a distance of 16.58 feet; Thence N88°06'07"W a distance of 3.71 feet to the Point of Beginning. Tract contains 250.6 square feet (0.01 acres). Bearings used in this description are based on the Missouri Coordinate System of 1983, Central Zone.



"30x30 Sight-Triangle Easement"

Part of the North Fifty (50) feet of Lots 1, 2, and 3 of Peale's Subdivision in the City of Springfield, Greene County, Missouri, according to the recorded plat thereof, described as follows:

Beginning at the Northeast corner of said Lot 1; Thence along the west right of way of Grant Avenue, S01°34'34"W a distance of 30.00 feet; Thence leaving said right of way, N43°38'21"W a distance of 42.27 feet to the south right of way of Calhoun Street; Thence along said south right of way, S88°51'17"E a distance of 30.00 feet to the Point of Beginning. Tract contains 450.0 square feet (0.01 acres). Bearings used in this description are based on the Missouri Coordinate System of 1983, Central Zone.

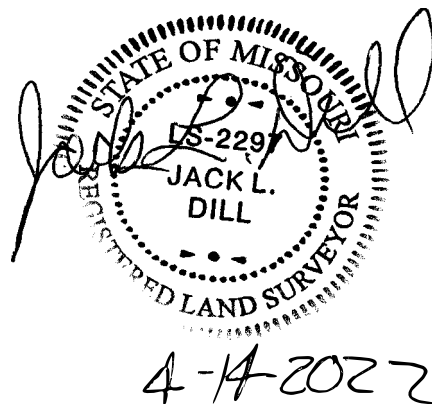
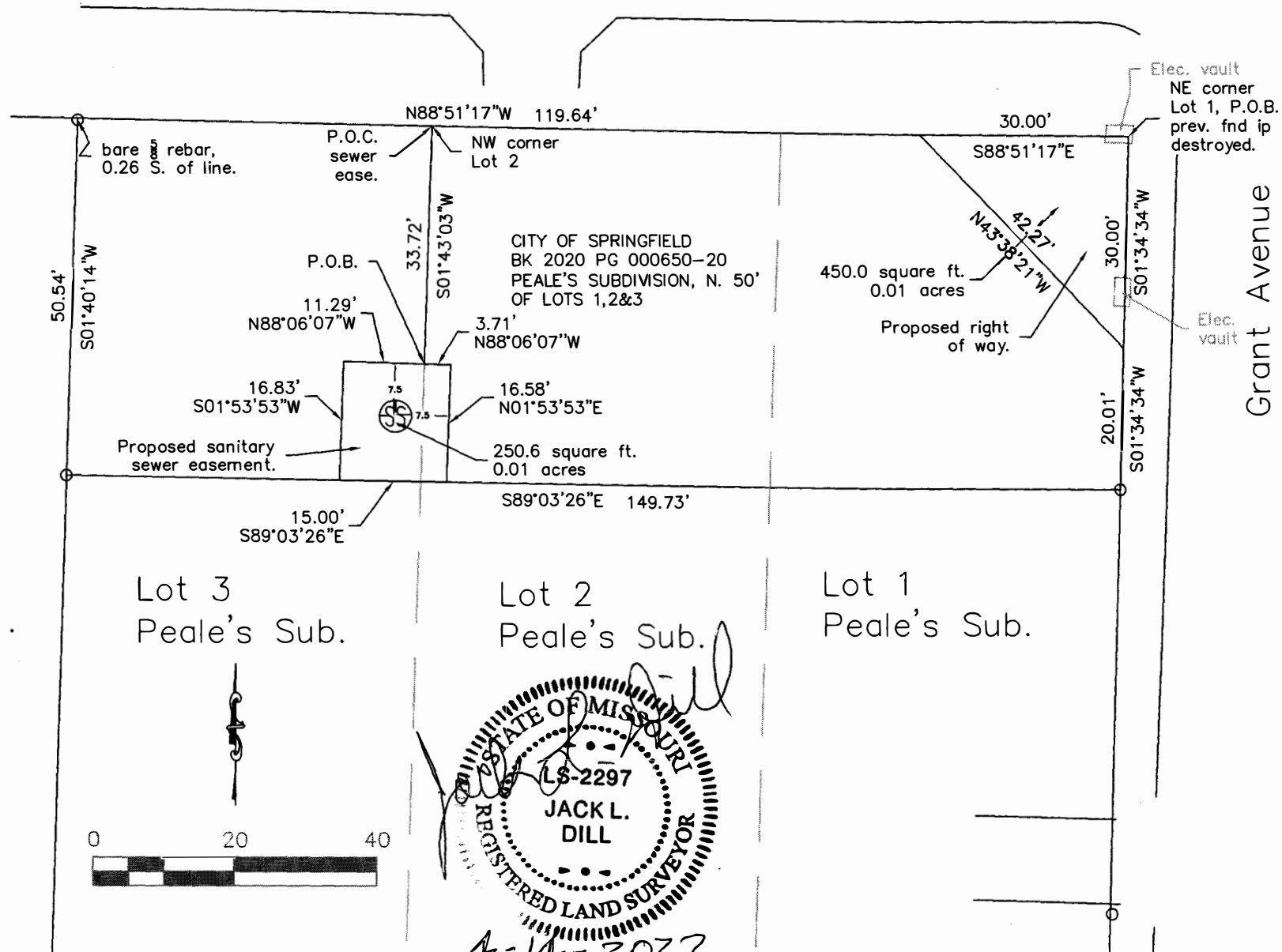


EXHIBIT B

Calhoun Street



DRW BY: Dill
DRW DATE: 4/14/2022
SURVEY SECTION

Proposed Easements/Right of way
City of Springfield
1231 N. Grant



CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 4

Budget Adjustment
075

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 12,510.00	Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 12,510.00	

Expenditures:

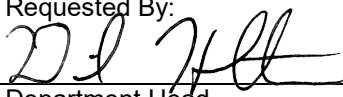
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 12,510.00	Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 12,510.00	

Fund Balance Appropriation:

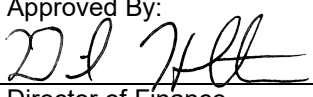
Fund	Title	Amount

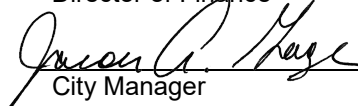
Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 1231 N Grant.

Requested By:


Department Head 04-25-2022
Date

Approved By:


Director of Finance 04-25-2022
Date


City Manager 04-25-2022
Date

Authorization:

Council Bill No. 2022-113
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 04-26-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 114

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the sale of real property at 2203 North Campbell Avenue to Phillip
2 Clayton Rothschild, for \$13,501.00; authorizing the issuance of a
3 deed for same; and approving a budget adjustment to amend the
4 Fiscal Year 2021-2022 budget.
5 _____
6

7 WHEREAS, the City acquired the real estate at 2203 North Campbell Avenue
8 (the "Property") through the dangerous-building program; and
9

10 WHEREAS, acquisition costs were paid by the Department of Building
11 Development Services, which include legal costs, demolition costs, etc., and total
12 \$7,289.55; and
13

14 WHEREAS, after declaring the Property to be surplus, the Land Inventory
15 Committee put the Property out for public bid; and
16

17 WHEREAS, Phillip Clayton Rothschild, offered to buy the Property for
18 \$13,501.00, an offer the City Manager considers acceptable because it was the highest
19 bid received and was over the City's asking price; and
20

21 WHEREAS, disposition and acceptance of real property calls for City Council
22 approval.
23

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

27 Section 1 – City Council hereby approves the sale of the property at 2203 North
28 Campbell Avenue depicted on "Exhibit A," which is attached hereto and incorporated
29 herein by this reference, to Phillip Clayton Rothschild, for the price and sum of
30 \$13,501.00.
31

32 Section 2 – City Council hereby authorizes the Mayor to execute a "Special
33 Warranty Deed," said document to be substantially similar to "Exhibit B," which is

34 attached hereto and incorporated herein by this reference so as to convey title to the
35 real estate to the purchaser herein consistent with the offer and acceptance.
36

37 Section 3 – The budget of the Department of Building Development Services is
38 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
39 No. 076, a copy of which is attached hereto and incorporated herein by this reference
40 as “Exhibit C.”
41

42 Section 4 – City Council hereby finds that the budget adjustment made above
43 has been recommended by the City Manager.
44

45 Section 5 – The City Manager is directed to cause the appropriate accounting
46 entries to be made in the books and records of the City.
47

48 Section 6 – This Ordinance shall be in full force and effect from and after
49 passage.
50

51 Passed at meeting: _____
52

53 _____
54 Mayor
55

56 Attest: _____, City Clerk
57

58 Filed as Ordinance: _____
59

60
61 Approved as to form: Duke M. Donald, Assistant City Attorney
62

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

EXPLANATION TO COUNCIL BILL 2022 - 114

FILED: 04-26-22

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To approve the sale of real property at 2203 North Campbell Avenue to Phillip Clayton Rothschild, for \$13,501.00; authorize the issuance of a deed for same; approve the budget adjustment; and amend the Fiscal Year 2021-2022 budget.

BACKGROUND INFORMATION: The City acquired the property at 2203 North Campbell Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$7,289.55. The City received the offer to purchase noted above. The bid is acceptable because it was the highest bid received, it was over the City's asking price, and the lot is buildable. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval.

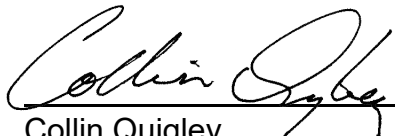
REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:



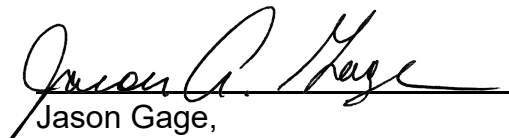
Duke McDonald,
Assistant City Attorney

Recommended by:



Collin Quigley,
Deputy City Manager

Approved by:



Jason Gage,
City Manager



SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 2022, by and between the City of Springfield, Missouri, Grantor, and Phillip Clayton Rothschild, Grantee, at 1811 E. Nottingham Street, Springfield, Missouri 65804.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **SELL** and **CONVEY** unto Grantee, and Grantee's successors and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

Commencing at an iron pin located at the Northwest corner of High Street and Campbell Avenue, thence North along the West side of Campbell Avenue 57 feet, more or less, to an existing iron pin set for a point, thence West 120 feet, more or less, to an iron pin, thence South 57 feet to the North line of High Street, thence East 120 feet, more or less, to the point of beginning, in the City of Springfield, Greene County, Missouri, except that part taken or used for roads; addressed as 2203 North Campbell Avenue.

Parcel No: 88-13-11-101-021

RESERVATION: Grantor reserves unto itself all easements, rights of way, and other such holdings, if any, Grantor held before December 11, 2019. On such date, Grantor acquired the above-described property by "Sheriff's Deed" recorded in Book 2020, Page 000652-20 of the records of the Greene County, Missouri Recorder of Deeds. Grantee may not cause any building or other structure to be erected on such easements, rights of way, and other such holdings herein reserved without the express approval of the Grantor. The easements, rights of way, and other such holdings shall run with the land and are binding upon Grantee and Grantee's heirs, successors, and assigns forever.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee

and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)
)
COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 2022, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this _____ day of _____, 2022.

Notary Public

My term of office expires: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
076

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14210	406170	000000	00000	\$ 13,501.00	Dangerous Building Program - General Fund
Net Revenue Adjustment						\$ 13,501.00	

Expenditures:

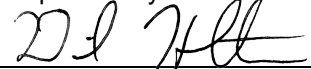
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	502720	000000	00000	\$ 13,501.00	Dangerous Building Program - General Fund
Net Expenditure Adjustment						\$ 13,501.00	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating proceeds from the sale of property at 2203 N Campbell.

Requested By:


Department Head 04-25-2022
Date

Approved By:


Director of Finance 04-25-2022
Date


City Manager 04-25-2022
Date

Authorization:

Council Bill No. 2022-114
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hmgs. _____
Pgs. 12
Filed: 04-26-22

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-115

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an
2 Intergovernmental Agreement with the Board of Governors of
3 Missouri State University for the purpose of continuing to provide
4 enhanced law enforcement services within and around the Missouri
5 State University campus.
6 _____
7

8 WHEREAS, the need exists to staff a police substation on the campus of
9 Missouri State University ("MSU") on a continuous basis to promote public safety,
10 prevent crime and enhance the quality of life in and around the expanding MSU
11 campus; and
12

13 WHEREAS, the City of Springfield ("City") and MSU have worked together for
14 over 25 years in a partnership to meet that need by locating a substation of the
15 Springfield Police Department ("SPD") on MSU campus; and
16

17 WHEREAS, the City and MSU wish to continue working together to provide a
18 safe community in and around the MSU campus by renewing the Intergovernmental
19 Agreement Regarding Law Enforcement Services ("IGA") for a police substation on the
20 MSU campus; and
21

22 WHEREAS, this IGA outlines the terms for the continued operation of the SPD
23 substation on the MSU campus.
24

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

28 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
29 an Intergovernmental Agreement with the Board of Governors of Missouri State
30 University to continue providing enhanced law enforcement services, said agreement to
31 be substantially in the form and content as that document attached hereto and
32 incorporated herein by reference as "Exhibit 1."
33

34 Section 2 – This Ordinance shall be in full force and effect from and after
35 passage.

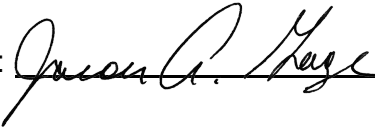
36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46 Approved as to form:  _____, Assistant City Attorney

47
48
49 Approved for Council action:  _____, City Manager
50

EXPLANATION TO COUNCIL BILL 2022-115

FILED: 04-26-22

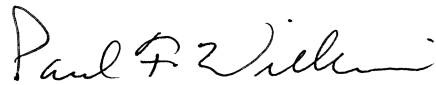
ORIGINATING DEPARTMENT: Police

PURPOSE: To authorize the City Manager or his designee, to enter into an agreement with the Board of Governors of Missouri State University for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

BACKGROUND INFORMATION: For over 25 years the City of Springfield ("City") has partnered with Missouri State University ("MSU") to staff a Springfield Police Department ("SPD") substation on MSU campus to promote public safety, prevent crime and to foster the coordination of services to enhance quality of life in and around the expanding MSU campus. This agreement is an annual renewal of that partnership, designed to meet the evolving needs of the SPD Substation located at MSU and the area it serves.

REMARKS: This renewal includes the costs of e-bikes, which have been used at the MSU substation since last year, as well as the costs associated with body worn cameras for MSU substation officers.

Submitted by:



Paul Williams, Chief of Police

Approved by:


Jason Gage, City Manager

ROUTING	(1) ORIGINATING DEPARTMENT	(2) MISSOURI STATE UNIVERSITY	(3) FINANCE DEPARTMENT
ORDER	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE JULY 1, 2022	TERMINATION DATE JUNE 30, 2023	CONTRACT NUMBER:	
() NEW CONTRACT		(X) RENEWAL OF CONTRACT No. _____	
CITY		BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY	
CITY OF SPRINGFIELD 840 BOONVILLE, PO Box 8368 SPRINGFIELD, MO 65802 PHONE (417) 836-7612 FAX (417) 836-4663 ATTN: SGT. JOSHUA LUDWIG DEPT: MISSOURI STATE UNIV. POLICE SUBSTATION		BOARD OF GOVERNORS MISSOURI STATE UNIVERSITY 901 SOUTH NATIONAL SPRINGFIELD, MO 65897 PHONE (417) 836-4590 FAX (417) 836-7669 ATTN: VICE PRESIDENT- ADMINISTRATIVE SERVICES	

INTERGOVERNMENTAL AGREEMENT REGARDING LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by the parties identified above.

WHEREAS, the City of Springfield, Missouri ("City"), a municipal corporation organized and operating under the Constitution and Laws of the State of Missouri and the Springfield City Charter, and the Board of Governors ("Board") of Missouri State University, a university organized and operating under the Constitution and Laws of the State of Missouri, are mutually desirous of revising, renewing, and extending the period of the preexisting intergovernmental agreement for providing police services within and around the immediate campus area of Missouri State University ("MSU"); and

WHEREAS, the City and the Board are resolved that an agreement providing for enhanced law enforcement services within and around the campus of MSU will be of mutual benefit to the parties to this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS HEREIN STATED, THE CITY AND THE BOARD HEREBY ENTER INTO THE FOLLOWING AGREEMENT REGARDING LAW ENFORCEMENT SERVICES TO BE PROVIDED WITHIN AND AROUND THE CAMPUS OF MSU:

A. STAFFING OF THE POLICE SUBSTATION

1. The Board agrees to provide, at its expense, a facility deemed suitable by the City for a police substation, to be located on the MSU campus as defined in Section B.1. of this agreement.

2. The City agrees to staff the police substation located on the MSU campus as promised herein. The Springfield Police Department expressly reserves and retains the right to direct and supervise all police personnel assigned to the police substation at all times this agreement is in effect. If requested, the Board agrees to provide approximately 2 hours per week of clerical assistance for the substation operation. The City will provide personnel and equipment for the purpose of staffing the police substation in accordance with the following schedule:

- a. The City agrees to staff the MSU substation with ten (10) full-time police officers. The minimum staffing of the MSU substation shall not fall below eight (8) full-time police officers, unless officers are reassigned pursuant to Section B, Paragraph 5 below. Those ten (10) police officers shall consist of: eight (8) police officers, one (1) police sergeant, and one (1) police corporal. In the event that the staffing is reduced to eight (8) full-time police officers, the officers shall consist of: seven (7) police officers, one (1) police sergeant or acting sergeant. The City agrees to provide 24-hour, 7-days per week police services on the campus. This will be accomplished through the assigned staff and the use of overtime. At the request of MSU, one (1) additional police officer may be added to bring the MSU substation to eleven (11) full-time police officers to reduce the overtime cost, provided sufficient notice is given to the Springfield Police Department to allow for the inclusion of the additional position into the recruit academy.

b. The division of costs for the ten (10) police officers provided to MSU under the terms of this agreement shall be that MSU fund 80% and the City fund 20% of the combined total of the salaries of the ten full-time officers assigned to the substation. The term "salaries" as used in this paragraph shall include: the officers' base salary and benefits. Should the parties agree in writing to increase the staffing of the substation to more than ten (10) officers, MSU shall be responsible for the entire salary of any additional officer assigned to the substation. If the staffing shall fall below ten (10) police officers pursuant to Section B, Paragraph 5 below for a period in excess of fourteen (14) days, MSU shall only be responsible for 80% of the total salaries of the remaining officers. (See Exhibit B attached hereto and incorporated herein by reference.)

c. Officers of the MSU substation who participate in special safety and enforcement projects agreed to between MSU safety and security staff and the Police MSU Substation Supervisor within and around the campus of MSU will be compensated at the guaranteed rate of time and one-half (money or compensatory time) for the actual time during which the officer is engaged in the performance of the special project. The cost of such compensation shall be reimbursed by the Board. Assignment of officers to such MSU special safety or enforcement projects is at the discretion of the Police MSU Substation Supervisor.

d. FISCAL YEARS SUBSEQUENT TO FY 13-14

(1) The parties may reassess the staffing needs for the police substation on an annual basis, or more frequently if either party deems it necessary to do so.

(2) The parties agree that the staffing levels designated in paragraph A.2.a will be continued for so long as this agreement is in effect, provided the staffing levels are not adjusted or revised in accordance with the terms and conditions of this agreement.

e. The City agrees to require all officers working on the MSU campus to attend MSU's Campus Security Authority training in compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act). In addition, the City agrees to notify MSU of incidents being investigated by the SPD that pose an imminent or impending threat to the campus. The notification will be made in a timely manner that allows MSU to notify the campus community to take protective actions as required in the Clery Act.

3. The City agrees to designate one (1) substation officer to participate in the University's Behavioral Intervention Team (BIT) meeting, occurring weekly on Wednesdays at 10:00 a.m. in room 415 of Plaster Student Union, and as may be otherwise modified from time to time. Such dedicated officer shall liaison with the University's BIT at no additional cost to the University and consistent to the University's obligations under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR § 99 et seq. ("FERPA").

B. LAW ENFORCEMENT SERVICES TO BE PROVIDED BY THE CITY

1. The parties agree and understand that the primary purpose of the police substation is to bring the police and the campus community together in a unified effort to: (1) enhance public safety, (2) prevent crime, and (3) to make this, as a neighborhood, a better place to live. The parties therefore commit to exercise their best efforts to cooperate and communicate regarding matters of obvious concern. Recognizing the University may have helpful information, both parties are committed to open communication and, as appropriate, exchange of information. Nothing in this paragraph should be construed to require the divulgence of confidential or privileged information. The objective will be to create positive interaction and to establish a partnership between police and the campus community as defined in this section in the process of problem identification and problem resolution. MSU authorizes City of Springfield to enforce City of Springfield ordinances as well as state law on the campus.

a. The MSU campus is identified and delineated in the map, Exhibit A, and incorporated herein by reference. The MSU campus is generally described as two adjoining sections with the first area bounded by one block east of National Avenue on the east; Loren Street on the south; Kimbrough Avenue to the west; and St. Louis Street on the north; with the second area bounded by Benton Avenue/Kimbrough Avenue on the east; Walnut Street on the south; Main Avenue on the west and Tampa Street on the north. In addition, it is agreed that SPD officers assigned to the MSU Police Substation will routinely patrol and provide police services to all other satellite facilities owned or leased by MSU within the corporate city limits of the city of Springfield.

b. In addition to the defined area just described, the term "in and around the MSU campus area" shall include the perimeter streets, and shall also include all recognized Greek fraternity and sorority houses, without regard to their location, whether inside or outside the defined area.

2. Springfield police officers assigned to the police substation will work flexible shifts in accordance with the calls for service and crime-problem identification demands, based upon a 40 hour work week for each officer assigned.
3. The Springfield Police Department will assign an extra officer to the substation when requested, on designated Friday and Saturday nights, such as at the beginning and end of the school year, as determined by the substation supervisor.
4. Springfield police officers assigned to the police substation will provide a visible police presence to the MSU campus area.
5. The Springfield Police Department will investigate all accidents involving MSU and Bearline vehicles within the City of Springfield or on MSU property when requested.
6. The parties expressly agree and stipulate that, notwithstanding any other provision of this agreement to the contrary, the Springfield Police Department reserves and retains the right to temporarily reassign police officers assigned to the police substation to other duties in the following situations:
 - a. Emergency situations. In cases of emergency, or extraordinary needs for service in other locations the Springfield Police Department reserves and retains the right to utilize those officers assigned to the MSU substation as needed, for the duration of the emergency, including below the minimum staffing noted in Section A.2.A, if needed.
 - b. Temporary reassignment. Temporary reassignment shall mean reassignment of any of the ten (10) police officer positions to another location other than the MSU substation on a full-time basis. In the event of reassignment, the City expressly agrees to restore the staffing of the police substation to the levels set out in Section A of this agreement as soon as possible in light of existing circumstances. Any temporary reassignment will adhere to the minimum staffing levels agreed to in Section A.2.A.
7. The parties agree and understand that police officers assigned to the police substation will on occasion be absent from their duties as a result of illness, vacation leave, personal leave, funeral leave, compensatory time, training time, court appearances, military leave, and other similar causes of absence. In such cases the existing workload will be assumed by other members of the police substation staff. In the event an absence of any officer assigned to the police substation exceeds fourteen (14) days, the City will review the staffing needs of the police substation and will assign such additional personnel as may be necessary to the effective functioning of the unit depending upon availability of personnel.
8. The parties agree and understand that assignment to the MSU Substation will not penalize assigned employees and will not in any way threaten employment rights, promotional opportunities, training opportunities, or fringe benefits.
9. The Chief of the Springfield Police Department and the MSU President, or their designees, shall be responsible for developing all necessary procedures for the coordination of services between the two agencies.
10. The substation will maintain records which are available to the President (or his designee) to include but not limited to:
 - a. Substation payroll records.
 - b. Time sheet and detailed billing information sufficient for invoice reconciliation.
 - c. Work schedule of substation officers.
 - d. Calls For Service data within the designated substation area as defined by this contract.
 - e. Appropriate crime statistic information sufficient for Federal Clery reporting.
 - f. Provide information consistent with legal restrictions from police reports.
 - g. Equipment purchase orders.
 - h. Data by city service center.

C. RESPONSIBILITIES OF THE BOARD OF GOVERNORS

1. The Board agrees to provide and maintain a facility mutually deemed suitable by the City and the Board for a police

substation, to be located in the MSU campus area as defined in Section B.1. of this agreement. The Board agrees to bear sole responsibility for the cost of operating and maintaining such facility for so long as this agreement is in effect.

2. The Board agrees to pay for services provided by the City in a total amount not to exceed Nine Hundred Forty-Six Thousand, Nine Hundred Twenty- Seven Dollars and Twenty-Five Cents (\$946,927.25) based on the cost projections set forth in Exhibit B and C attached hereto and incorporated herein by reference.

3. The Board agrees to pay the cost of the overtime, uniform allowance, equipment depreciation, transportation, software and training costs of all full-time officers assigned to the substation based on the cost projections set forth in the attached Exhibits B and C, attached hereto and incorporated herein by reference.

4. The City will bill the Board on a monthly basis for law enforcement services provided pursuant to this agreement. The Board shall remit to the city, money owed to the City under the terms of this agreement, on or before thirty (30) days after the date of the invoice, unless there is a dispute regarding the amount of the invoice in which case the parties agree to meet and discuss in good faith the invoice amount.

5. The Board agrees to provide an e-bicycle for each substation officer. The e-bicycle will meet the Springfield Police Department's specifications and will be replaced on a three-year cycle.

D. OTHER TERMS AND CONDITIONS

1. Conflicts. No salaried officer or employee of the City, and no member of the City Council or the Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void.

2. Liability. The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to all actions of its police officers undertaken on the MSU campus. The Board hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. Nothing herein shall be construed to waive any sovereign, official or governmental immunity applicable to either party, its board or council members, officers or employees.

3. Notices. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to the Springfield City Manager, 840 Boonville, Springfield, Missouri 65802, and to the Board of Governors, Missouri State University, 901 South National, Springfield, Missouri 65897. The date of delivery of any notice shall be the date falling on the second full day after the date of its mailing.

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

5. Termination of Agreement. Either party shall have the right to terminate this agreement upon giving written notice of intent to terminate to the other party at least 180 days prior to the date of termination.

6. Failure of Appropriations and Cancellation of Agreement. The parties mutually agree and understand that continuation of this agreement is subject to annual budget appropriations. Subject to the requirements of Section D.5., should the Springfield City Council or the Board fail to appropriate funds to continue staffing of the police substation, this agreement may be terminated by either party as of the last date upon which appropriated funds are available to either or both parties for continuation of staffing under the agreement.

7. Nondiscrimination. The parties agree not to discriminate on the basis of age, sex, religion, disability, race, national origin, ancestry, veteran status, sexual orientation, gender identity, or color, in employment, accommodation or provision of services in carrying out the terms and provisions of this agreement.

8. Term of the Agreement. Subject to all of the foregoing terms and conditions, the term of this Agreement shall be from July 1, 2022 through June 30, 2023. Thereafter, the parties may annually renew the Agreement for successive periods under such terms and conditions as may be agreed to at that time. Each addendum or renewal of the Agreement shall be in written form, executed by the Springfield City Manager and the President for MSU, on such terms and conditions as may be agreed to by the City Manager and the President for MSU. Should the term of this contract end without a renewal being timely enacted, parties shall continue to follow these contract terms on a month-to-month basis until such time a new contract can be executed or one of the parties terminates the contract pursuant to Paragraph D.5 above.

9. Compliance with all laws. The parties agree to abide and follow all federal, state, and local laws in performing the duties

set forth in this contract including, without limitation, Mo. Rev. Stat § 173.2050, which requires the parties to establish and follow certain policies and protocols regarding sexual assault, domestic violence, dating violence, and stalking involving Students and other members of MSU's campus community. Said policies and protocols are shown in Exhibit D, which is attached hereto and incorporated herein by reference.

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

APPROVED AS TO FORM

The Board of Governors of Missouri State University

By: _____
Attorney for Board of Governors

By: _____
President of the University or designee

APPROVED AS TO FORM

The City of Springfield, Missouri

By: _____
City Attorney or designee

By: _____
City Manager or designee

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or his designee

This is a Google Map of Springfield, Missouri. A blue line outlines a specific region in the center of the city. The region includes the downtown area, the University Plaza Hotel & Convention Center, the JQH Arena, and Missouri State University. Surrounding areas include the History Museum on the Square, the Discovery Center of Springfield, and various parks like Jordan Valley Park and Jenny Lincoln Park. Major streets like E Chestnut Expy, E Walnut St, and S National Ave are visible. The map also shows surrounding areas like Rountree and Walnut Street.

EXHIBIT B
Cost of MSU Substation Account
FY 2022-2023

	Totals
SALARIES / BENEFITS*	
Sergeant (1), Corporal (1), and Officers (8)	
MSU Cost – 80% of Total Cost _____	\$778,350.22
OVERTIME _____	\$106,553.00
Subtotal: _____	\$884,903.22
OVERHEAD:	
UNIFORM ALLOWANCE (10 Officers) _____	\$14,500.00
TRAINING COST _____	\$4,400.00
TRANSPORTATION AND SOFTWARE COST ** _____	\$43,124.03
Subtotal: _____	\$62,024.03
Total Contract Amount _____	\$946,927.25

* Salary information is calculated at actual officer's salaries and top step for vacant positions and includes longevity pay, education incentive, pension contribution, Medicare, workers' comp, etc.
Salaries and Benefits above is 80% of cost.

** (See Exhibit C)

EXHIBIT C
MSU Substation Transportation, Equipment and Software Cost
FY 2022-2023

Transportation

	2021	2017	2016	2013
	Ford Interceptor	Ford Explorer	Ford Explorer	Ford Explorer
Purchase cost	48,017.43	\$48,048	\$38,350.00	\$39,274.00
7 Year Depreciation	6,859.63	\$6,864.00	\$5,478.57	Fully Depreciated

Annual Depreciation for all three (3) vehicles	\$19,202.20
Fuel Cost **	\$5,804.47
Maintenance and Repair Cost **	\$6,233.91
Vehicle Subtotal	\$31,240.58

Equipment

Five (5) e-Bikes and Ten (10) Body Worn Cameras

	5 e-Bikes
Purchase Cost Per e-Bike	\$2,874.80
3 Year Depreciation	\$958.27
Annual Depreciation for (5) e-Bikes	\$4,791.35
Bicycle Subtotal	\$4,791.35

	10 Body Worn Cameras
Purchase Cost Per Camera	\$2,551.57
5 Year Depreciation	\$510.31
Annual Depreciation for (10) Body Worn Cameras	\$5,103.10
Body Worn Camera Subtotal	\$5,103.10

Software

Ten (10) Office 365 annual software license fees	\$198.90 each
Software Subtotal	\$1,989.00

Total Annual Transportation, Equipment and Software Cost	\$43,124.03
---	--------------------

* Cost of the vehicle with standard law enforcement, including mobile data terminal and emergency equipment. All equipment will be maintained in good working order.

**Figure based on actual and averages for FY22 (July 2021-June 2022). Figures from Fleet Administrator.

EXHIBIT D
Policies and Protocols Regarding
Sexual Assault, Domestic Violence, Dating Violence, and Stalking

Consistent with the provisions of Title IX of the Education Amendments of 1972, 20 U.S.C.A. § 1681, *et seq.* ("Title IX"), and the Violence Against Women Act ("VAWA"), MSU will investigate all reports of sexual assault, domestic violence, dating violence and stalking that are brought to MSU's attention, regardless as to where the conduct is alleged to occur, which involve member(s) of the MSU campus community. (Note: Such reports will be investigated by MSU regardless as to where the conduct is alleged to have occurred, in that MSU is obligated to determine whether the alleged conduct occurred in the context of an educational program or activity, or has continuing effects on the MSU campus or in an off-campus educational program or activity.)

Consistent with the requirements of Title IX and VAWA, and the directives of the Department of Education's Office for Civil Rights ("OCR"), MSU will honor the wishes of a complainant/victim as to whether to notify the Springfield Police Department of an incident of alleged sexual assault, domestic violence, dating violence and or stalking. The reporting of any such offense will be the choice and the responsibility of the complainant/victim. Notwithstanding the foregoing, nothing in this Exhibit D shall be construed so as to preclude the Springfield Police Department from investigating any and all allegations of criminal activity – including allegations of sexual assault, domestic violence, dating violence, or stalking – that are reported to the Springfield Police Department or otherwise come to the attention of the Springfield Police Department.

Subject to its obligations under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR § 99 *et seq.* ("FERPA"), MSU will cooperate with the Springfield Police Department, in terms of any law enforcement investigation of sexual assault, domestic violence, dating violence and or stalking involving members of the MSU campus community, if authorized by the complainant/victim or pursuant to a lawfully issued search warrant, subpoena, or court order. The Springfield Police Department agrees to use best efforts to communicate with MSU regarding investigations or reports of sexual assault, domestic violence, dating violence and or stalking involving members of MSU's campus community, provided that such communication, in the reasonable estimation of the Springfield Police Department or the Greene County Prosecuting Attorney, will not jeopardize the integrity of an investigation, or subsequent prosecution, of sexual assault, domestic violence, dating violence and or stalking.

Depending on the facts and circumstances of an individual case, one or both parties may have jurisdiction to investigation incident of sexual assault, domestic violence, dating violence and or stalking involving members of the MSU campus community. The term jurisdiction, as used herein, means that MSU shall have jurisdiction to conduct investigations consistent with its Title IX/VAWA obligations and its educational interests, whereas SPD shall have jurisdiction to conduct investigations from a law enforcement/criminal perspective. Both parties understand and agree that such investigations are independent and may happen simultaneously, and agree to provide one another with as much courtesy and communication as may be possible, given the facts and circumstances of the individual case.

The parties acknowledge and agree that this Exhibit D is intended fully conform to the requirements of Mo. Rev. Stats. § 173.2050. The parties further acknowledge that, pursuant to Mo. Rev. Stat. § 173.2050.3, the Missouri Department of Public Safety has been charged with promulgating rules and regulations by August 28, 2016, to facilitate the implementation of the requirements of Mo. Rev. Stat. § 173.2050. Thus, the parties agree to evaluate any and all such promulgating rules and regulations, and to work together in good faith to modify their collaborative practices and, as necessary, this Exhibit D, to ensure continued legal compliance.

One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed: 04-26-22

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-116

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Lease Agreement
2 with Springfield Regional Arts Council, a not-for-profit corporation, for
3 the purpose of leasing office space in the Old Creamery Building in
4 Jordan Valley Park located at 411 North Sherman Avenue.
5 _____
6

7 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
8 SPRINGFIELD, MISSOURI, as follows, that:
9

10 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
11 a Lease Agreement with the Springfield Regional Arts Council, said agreement to be in
12 substantially the same form and content as that document attached hereto and
13 incorporated herein by reference as “Exhibit 1.”
14

15 Section 2 – This Ordinance shall be in full force and effect from and after
16 passage.
17

18 Passed at meeting: _____
19

20 _____
21 Mayor
22

23 Attest: _____, City Clerk
24

25 Filed as Ordinance: _____
26

27 _____
28 Approved as to form: Kyle Talbot, Assistant City Attorney
29

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

EXPLANATION TO COUNCIL BILL 2022- 116

FILED: 04-26-22

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a lease agreement ("Exhibit 1") with Springfield Regional Arts Council, a not-for-profit corporation, for office space in the Old Creamery Building in Jordan Valley Park located at 411 North Sherman Avenue. The annual lease payment will be for ten and 00/100 dollars (\$10.00) with the initial term starting from the day of execution until midnight May 31, 2025. Thereafter it will automatically renew for up to three (3) additional successive terms of five (5) years, through the year 2040.

BACKGROUND INFORMATION: The Springfield Regional Arts Council has leased the Old Creamery Building from the City of Springfield since July 15, 2002. This lease provides space for various art focused groups in our community and provides opportunities by having a focal point for the arts in the City of Springfield.

Supports the following City Council Priorities:

- Economic Vitality
- Fiscal Sustainability
- Quality of Place

REMARKS: Public Works recommends approval of this Council bill.

Submitted by:


Kirk Juranas, Assistant Director of
Public Works

Recommended by:


Dan Smith, Director of Public Works

Approved by:


Jason Gage, City Manager

ROUTING ORDER	(1) PUBLIC WORKS	(2) TENANT	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
(X) NEW CONTRACT		() RENEWAL OF CONTRACT	
LANDLORD		TENANT	
CITY OF SPRINGFIELD 840 BOONVILLE, PO BOX 8368 SPRINGFIELD, MO 65802 PHONE: ATTN: DAN SMITH DEPT: PUBLIC WORKS		SPRINGFIELD REGIONAL ARTS COUNCIL 316-B EAST MCDANIEL SPRINGFIELD, MO 65806 PHONE: 417-862-2787 ATTN: LESLIE FORRESTER, EXECUTIVE DIRECTOR	

LEASE AGREEMENT

THIS LEASE AGREEMENT, is made and entered into this ____ day of _____, 20____, by and between the City of Springfield, Missouri, a municipal corporation, hereafter "Landlord", and the Springfield Regional Arts Council, a not-for-profit corporation, hereinafter "Tenant",

WITNESSETH:

THAT, WHEREAS, on July 15, 2002, Landlord and Tenant entered into a certain Sublease Agreement, Contract No. 2002-0888, for office space in the Old Creamery Building in Jordan Valley Park; and,

WHEREAS, on June 27, 2003, Landlord and Tenant entered into an Extension of Sublease, extending the sublease and additional two (2) years; and,

WHEREAS, on August 18, 2005, Landlord and Tenant entered into an Extension of the Sublease Agreement, extending the sublease an additional five (5) years; and,

WHEREAS, on November 7th, 2006, Landlord and Tenant entered into an Extension of the Sublease, extending the sublease an additional ten (10) years through May 31, 2020; and,

WHEREAS, such Sublease Agreement expired on May 31, 2020; and,

WHEREAS, Landlord and Tenant desire to entire into a Lease Agreement.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the Landlord and the Tenant as follows:

1. Premises.

- a. The Landlord does hereby lease to the Tenant, and the Tenant does hereby take as Tenant, the Old Creamery Building in Jordan Valley Park at 411 N. Sherman Avenue, as shown in **Exhibit A**, attached hereto and incorporated herein by reference, to be used solely for the not-for-profit purposes of the Tenant. Tenant shall also have to non-exclusive right to use 3 parking spaces in the Jordan Valley parking area adjacent to the building on the south side for parking by employees and patrons.
- b. Tenant covenants and agrees that it will continue to sublease a portion of the office space shown in **Exhibit A** (initially subleased in Contract No. 2020-0888-01) to the Springfield Community Center, Inc., a benevolent corporation (hereinafter "SCC") for a nominal rental of One and 00/100 Dollar (\$1.00), with SCC being responsible for providing any additional finishing of office space that it requires and SCC's pro rata share of the cost of utilities.

2. Term. This agreement shall have an initial term from the date of execution until midnight May 31, 2025, thereafter it shall automatically renew for up to three (3) additional successive terms of five (5) years each, with each additional term to begin on June 1 and end on the fifth May 31 of the term, unless either party gives written notice to terminate not less than ninety (90) days prior to the end of the initial or additional term or unless the lease is otherwise terminated as hereinafter set forth. This agreement shall not be renewed past May 31, 2040.

3. Rental. Tenant shall pay as annual rental to the Landlord the sum of Ten and 00/100 Dollars (\$10.00), which shall be payable in advance of occupancy.

4. Utility. Tenant shall have its name place on all utility service accounts to the premises and shall furnish and pay for electrical, gas, water and sewer service for the Old Creamery Building, including such utilities connected and used during the lease for the leased premises. Tenant shall provide for its own trash disposal, custodial and telecommunications services. Landlord shall have no responsibility to Tenant for any interruption of Tenant's utility services.

a. Internet Services. The City agrees to provide internet services to the Tenant consistent with the schedule presenting **Exhibit B**, attached hereto and incorporated herein by reference.

5. Condition of the Premises. Tenant acknowledges that it has inspected the demised premises and improvements to its satisfaction and takes the improvements and the demised premises in their present condition, AS IS, without warranties, express or implied.

6. Ordinary Repairs, Maintenance and Alterations. The first Fifteen Thousand and 00/100 Dollars (\$15,000.00) of all annual ordinary repairs and maintenance of the demised premises, during the lease term, shall be made by Tenant at Tenant's sole and exclusive cost and expense. Landlord shall pay for all annual ordinary repairs and maintenance of the demised premises greater than Fifteen Thousand and 00/100 Dollars (\$15,000.00), once Tenant's annual payout of Fifteen Thousand and 00/100 Dollars (\$15,000.00) is exhausted. At the termination of the Lease, Tenant shall give up and deliver the demised premises to Landlord in as good a condition as at the beginning of the term, ordinary wear and tear, and damage by fire or another insured casualty only excepted. In no event shall Tenant make any change in the wiring or plumbing of the building or remove or weaken any ceiling, wall, partition, beam or other structural element of the building without Landlord's prior written consent.

7. Tenant's Casualty Insurance. Tenant agrees to maintain at all times during the term of the Lease, at Tenant's expense, a policy of fire and extended coverage insurance on all Tenant's furniture, furnishings, trade fixtures, inventory, and equipment located in the leased premises, with standard coverage as may be insured against under the broad form of uniform fire and extended coverage clause in effect from time to time in the State of Missouri, with endorsements for coverage of all risk perils. Such insurance shall be equal in amount to one hundred percent (100%) of the full insurable replacement value of such property and shall be issued by an insurance company acceptable to Landlord. The proceeds of any such policy shall be used for the repair or replacement of the furniture, furnishings, trade fixtures, inventory and equipment of Tenant. To the other extent that a loss from peril is covered by insurance and recovery is made for such loss, Landlord and Tenant mutually release each other from and against any and all claims, demands, liabilities or obligations whatsoever, including loss or rents or profits, and waive all right of recovery against each other for any loss from perils insurance against under their respective fire and extended coverage insurance policies, provided that this waiver shall not be applicable if it has effect of invalidating any insurance coverage of Landlord or Tenant.

8. Tenant's Liability Insurance. Without limiting any of the other obligations or liabilities of the Tenant, the Tenant shall secure and maintain, at its own cost and expense, throughout the term of this Lease or any extensions or renewals thereof, premises liability insurance with a company authorized to write such insurance in this state and approved by Landlord with liability limits of not less than Three Million and 00/100 Dollars (\$3,000,000.00) per occurrence. Regardless of such approval, it shall be the responsibility of the Tennant to maintain adequate insurance coverage at all times during the term of the Lease. Failure of the Tennant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under this Contract.

The certificates of insurance, including evidence of the required endorsements hereunder, or the policies, shall be filed with the City at the time that this contract is signed by the Contractor. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield – Attn: Public Works, P.O. Box 8368, Springfield, MO 65801-8368 and

Such policies shall name the City as an additional insured with limits of liability.

9. Assignment and Sublease. Tenant shall not have the right to assign this lease to any other person, nor shall Tenant have the right to sublet all or any portion of the demised premises not otherwise stated in this Lease. Such assignment or subletting may be done only after obtaining the City Manager's written consent thereto, but no such consent shall relieve Tenant of any obligation under this Lease.

10. Access by Landlord. Landlord, for itself and its duly authorized representatives and agents, reserves the right to enter the leasehold premises upon reasonable advance notice and at all reasonable times during the life of this Lease and any renewals or extensions for the purpose of (a) examining and inspecting the same, (b) performing such work in and about the premises made necessary by any default of Tenant under the Lease, and (c) exhibiting the premises to prospective purchasers. Landlord may, during the progress of any work required by Tenant's default or to perform any obligation of Landlord herein, keep and store on the premises all necessary materials, supplies, and equipment and shall not be liable for necessary inconvenience, annoyance, disturbance, loss of business or other damages suffered by the performance of any work by Landlord or such storage of materials, supplies or equipment.

11. Damage of the Leased Premises. In the event the leased premises are destroyed by fire or another casualty, this Lease shall immediately terminate. In the case of a partial destruction or damage to the building so as to render it untenable, either party may terminate the Lease by giving written notice to the other party within thirty (30) days thereafter. If neither party elects to terminate the Lease, Landlord shall restore the building for occupancy using due diligence within a reasonable time, and during the time of such restoration, the rent shall abate in proportion to the degree to which Tenant cannot use the premises as fully as prior to such damage, and Landlord will not be responsible for any loss, inconvenience or harm to Tenant caused by such reduced use of premises.

12. Indemnification by Tenant. Tenant agrees to indemnify, protect, defend and save Landlord harmless from and against any and all claims, demands, liabilities, and costs, including attorney fees, arising from damage or injury, actual or claimed, or whatsoever kind or character, to persons or property, occurring or allegedly occurring in, on or about the lease premises, or arising out of Tenant's activities thereon during the life of this Lease, or Tenant's occupation of the premises. Upon written notice from Landlord, Tenant shall defend Landlord in any such action or proceeding.

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

14. Default Provisions. This Lease is made on condition that if:

- a. Tenant defaults in the timely and punctual payment of rent or additional rent when due hereunder; or,
- b. Tenant defaults in the keeping or performance of any other covenant or obligation herein contained on Tenant's part to be kept or performed and Tenant fails to remedy the same within fifteen (15) days after landlord has given Tenant written notice specifying such default; or,
- c. Tenant defaults by abandoning occupancy of the premises prior to the end of the term; or,
- d. Tenant shall file a voluntary petition under the Bankruptcy Act, as amended, or an involuntary petition under the Bankruptcy Act, as amended if filed against Tenant, and Tenant, after hearing is adjudged to be bankrupt, insolvent or unable to pay its debts as they mature; or Tenant makes an assignment for the benefit of its creditors; or a trustee or receiver, after hearing, is appointed to retained to take charge of and manage any substantial part of Tenant's assets; or any execution or attachment shall issue against Tenant whereupon the leased premises, or any part thereof, or interest of Tenant therein under this Lease shall be taken or attempted to be taken and the same is not released prior to judicial sale thereunder.

(each of the events described in this subparagraph being deemed a default under the provisions of this lease);

Then Landlord may, at Landlord's election, or any time thereafter, and while such default shall continue, give Tenant written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than ten (10) days after such notice is given, and, if all defaults have not been cured on the date specified, Tenant's right to possession of the premises shall cease, and Landlord may, without further notice or demand, or the necessity of a court order, and without being guilty of any trespass, using such force as may be necessary, reenter and take possession of the leased premises, expel Tenant, and any persons thereon, removing any property and effects without liability therefore, and without prejudice to any judicial remedies for arrears of rent or unlawful detainer. Upon reentry Landlord shall have the option to cancel the lease, but if the lease is not canceled, Tenant shall not be relieved of the

obligation to pay rent for the full lease term. If the Lease is not canceled, Landlord may re-let the premises as agent for and in the name of Tenant, applying the proceeds first to the payment of any expense as Landlord may be put to in re-entering and re-letting the premises and then to the payment of the rent as the same may from time to time become due, and then to the fulfillment of the other covenants and agreements of the Tenant herein contained, and the balance remaining, if any, shall be paid to Tenant, but if the rents collected shall be insufficient to pay the costs and expenses of Landlord occasioned by such default and the rent payable under this Lease, then Tenant shall pay such difference to Landlord as the same accrues. Landlord shall also have and recover reasonable attorney fees incurred in securing possession of the premises and any judgment for rent and damages.

15. Landlord's Right to Perform Tenant's Obligations. If at any time, Tenant shall be in default in the payment of any rent or other monies due to Landlord, or shall fail to promptly perform any of Tenant's obligations under this Agreement, Landlord is hereby authorized by Tenant, at Landlord's sole discretion, to fulfill Tenant's obligations under the Lease on behalf of Tenant, paying any costs thereof, and Tenant agrees to promptly repay Landlord upon demand.

16. Termination of Lease. Upon the termination of the Lease, for any cause, Tenant agrees to deliver to Landlord any keys to the building and leased premises and to pay Landlord any monies due under the Lease. Any such monies not paid shall bear interest at the rate of nine percent (9%) per annum from the date on which Tenant should have vacated the premises until such deficiency has been paid. In the event Tenant wrongfully holds over after termination of the Lease, without Landlord's consent, Tenant agrees to pay double rent to Landlord for each month or partial month it continues to occupy the premises.

17. Waiver. No waiver of any breach of any covenant or agreement herein shall operate as a waiver of any subsequent breach of the same covenant and agreement, and in the event of breach the non-defaulting party may nevertheless accept from the other any payments or performance without waiving its rights and remedies provided for herein.

18. Quiet Enjoyment. Landlord covenants that Tenant, upon payment of rents herein reserved, and performance of the terms, conditions, covenants and agreements herein contained, shall peaceably and quietly, have, hold and enjoy the demised premises during the term of this Lease.

19. Survival of Covenants. All tenant's duties and obligations and all Landlord's rights and remedies shall survive the termination of this Lease, shall run with the property and leasehold, and shall be binding upon the parties and their respective successors in interest.

20. Conflict of Interest. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Applicable federal regulations and provisions of Section 105.450 et. seq. RSMo. shall not be violated.

21. Entire Agreement. This Lease 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.

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

23. Notice. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to Landlord at: City Manager, City of Springfield, 840 Boonville, Springfield, Missouri 65802, and Tenant at: Executive Director, Springfield Regional Arts Council, 411 N. Sherman Avenue, Springfield, Missouri 65802. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

[Remainder of page intentionally left blank. Signature page to follow]

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

TENANT: Springfield Regional Arts Council

By: _____

Name & Title _____

LANDLORD: CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

Approved as to Form:

City Attorney or Assistant City Attorney

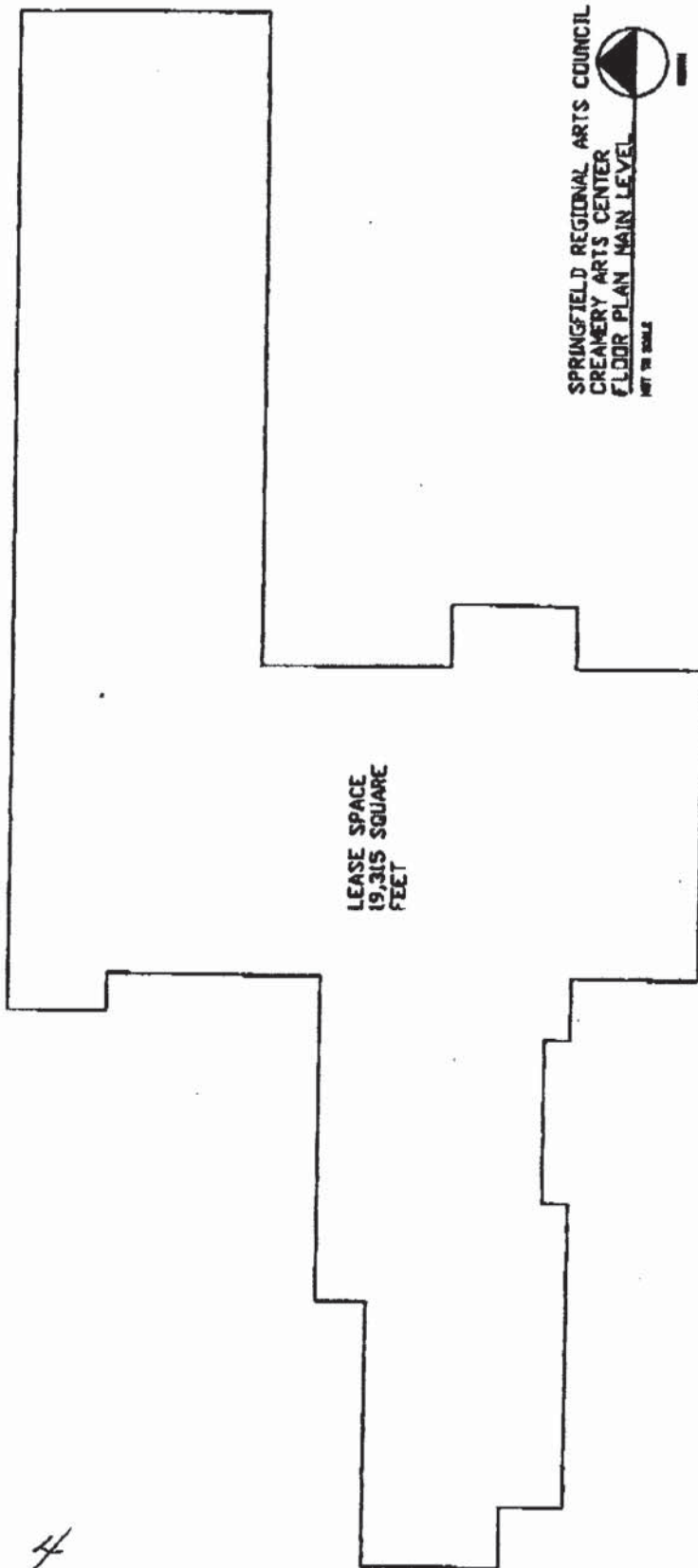
EXHIBIT

A

SPRINGFIELD REGIONAL ARTS COUNCIL
CREAMERY ARTS CENTER
FLOOR PLAN MAIN LEVEL



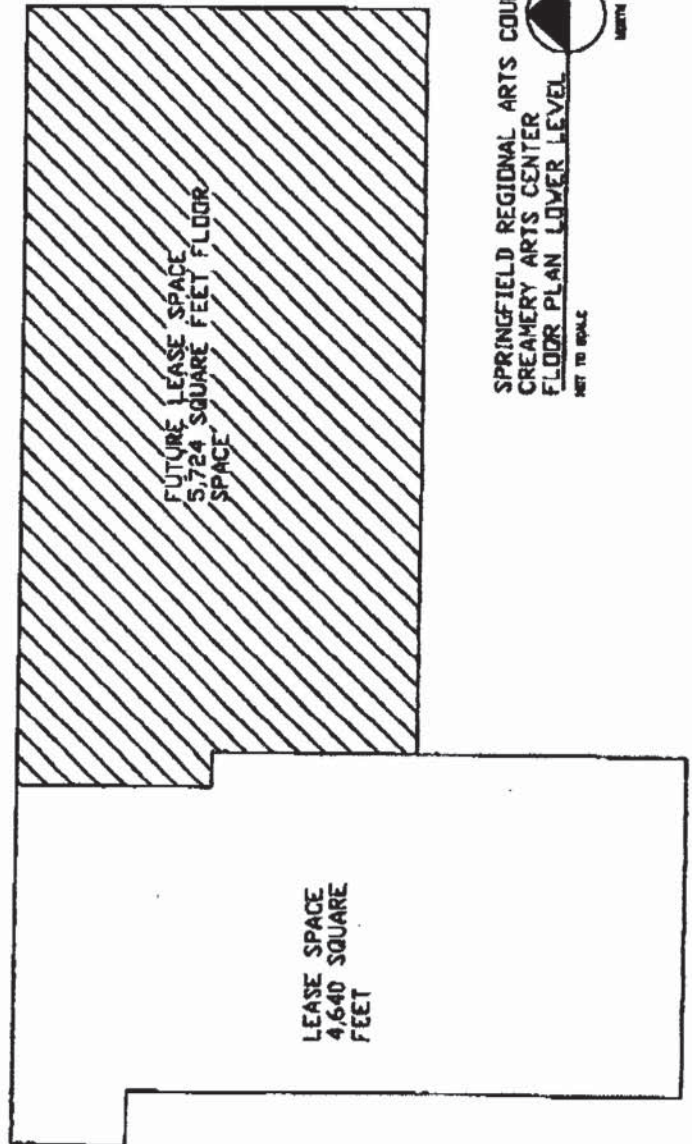
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LEASE SPACE
19,315 SQUARE
FEET

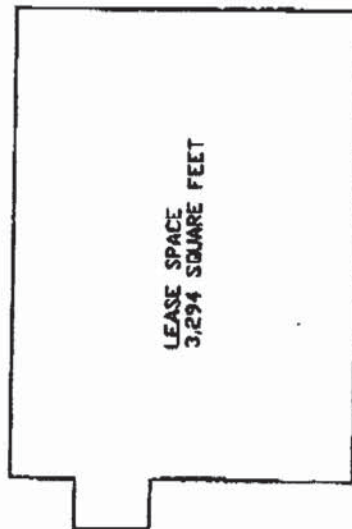
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5



SPRINGFIELD REGIONAL ARTS COUNCIL
CREAMERY ARTS CENTER
FLOOR PLAN LOWER LEVEL
NOT TO SCALE





SPRINGFIELD REGIONAL ARTS COUNCIL
CREAMERY ARTS CENTER
FLOOR PLAN LOWER LEVEL 2



NOT TO SCALE

6

"EXHIBIT B"

1. Objective The City desires to provide assistance to the Springfield Arts Council by provide reliable internet connectivity and VOIP (Voice over Internet Protocol) phone services for the Creamery building consistent with the terms of lease agreement, specifically, Contract # 2002-0888.
2. City's Responsibilities. The City will be responsible for the following:
 - a. Updating the network cabling in the Creamery.
 - b. Contracting with SpringNet to provide internet service at the Creamery for a term of 5 years.
3. Springfield Arts Council's Responsibilities. The Springfield Arts Council will pay the following:
 - a. Three Hundred and Twenty-Five dollars (\$325) per month, throughout the term of the Sub-Lease, for SpringNet internet service. (if SpringNET usage is high, Tenant will be given the option to pay for increased service or allowed to cap the bandwidth).