



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 October 17, 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. OCTOBER 3, 2022, CITY COUNCIL MEETING.**

Documents:

[10-03-22.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 AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETING.**
6. **SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On.**
7. **Council Bill 2022-250 (Schilling)**

A special ordinance granting Conditional Use Permit No. 466 for the purpose of permitting an automobile service garage as a conditional use within the GR, General Retail District, generally located at 1306 West Sunshine Street. (Staff and Planning and Zoning Commission recommend approval.) (By: West Coast 7115, LLC; 1306 W. Sunshine Street; Conditional Use Permit 466.)

Documents:

[2022-250.PDF](#)

8. **Council Bill 2022-251 (Schilling)**

A special ordinance granting Conditional Use Permit No. 467 for the purpose of permitting an automotive body and fender repair and paint shop as a conditional use within the HC, Highway Commercial District, generally located at 1025 West Sunshine Street. (Staff and Planning and Zoning Commission recommend approval.) (By: Clovis Breeden; 1025 W. Sunshine Street; Conditional Use Permit 467.)

Documents:

[2022-251.PDF](#)

9. **Council Bill 2022-252 (Simpson)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1 acre of property generally located at 3050 East Battlefield Road and 3020 South Parkview Avenue from Planned Development No. 222 and R-SF, Single-Family Residential District, to O-1, Office District, with

Conditional Overlay District No. 219; establishing Conditional Overlay District No. 219; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Dean & Teresa McClish Trust; 3050 E. Battlefield Road and 3020 S. Parkview Avenue; Z-18-2022 w/COD #219.)

Documents:

[2022-252.PDF](#)

10. Council Bill 2022-253 (McGull)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.29 acres of property generally located at 1331 North Stewart Avenue from GM, General Manufacturing District, to LI, Light Industrial District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Troutman Enterprises, LLC; 1331 N. Stewart Avenue; Z-20-2020.)

Documents:

[2022-253.PDF](#)

11. Council Bill 2022-254 (Simpson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.57 acres of property generally located at 3787 South Jefferson Avenue from O-1, Office District, to GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: J&M Tillman LLC; 3787 S. Jefferson Avenue; Z-22-2022.)

Documents:

[2022-254.PDF](#)

12. Council Bill 2022-255 (Schilling)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 3.3 acres of property generally located at 1545 West Republic Street from GR, General Retail District, to HC, Highway Commercial District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: 1545 W Republic Road LLC; 1545 W.

Republic Street; Z-24-2022.)

Documents:

[2022-255.PDF](#)

13. Council Bill 2022-256 (Schilling)

A special ordinance granting Conditional Use Permit No. 468 for the purpose of permitting an automotive body and fender repair and paint shop as a conditional use within the HC, Highway Commercial District, generally located at 1545 West Republic Street. (Staff and Planning and Zoning Commission recommend approval.) (By: 1545 W Republic Road LLC; 1545 W. Republic Street; Conditional Use Permit 468.)

Documents:

[2022-256.PDF](#)

14. RESOLUTIONS.

15. EMERGENCY BILLS.

16. PUBLIC IMPROVEMENTS.

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

18. Council Bill 2022-259 (Hardinger)

A special ordinance authorizing the City Manager, or his designee, to accept a Disease Intervention Specialist Workforce Program grant from the Federal Department of Health and Human Services Centers for Disease Control and Prevention through the Missouri Department of Health and Senior Services in the amount of \$162,500 for use by the Springfield-Greene County Health Department in support of the sexually transmitted disease prevention and control strategies and to enter into necessary agreements to carry out the grant; amending the Fiscal Year 2022-2023 budget in the amount of \$162,500 for the purpose of appropriating the grant funds; and declaring that this bill qualifies for approval in one reading.

Documents:

[2022-259.PDF](#)

19. AMENDED BILLS.

20. COUNCIL BILLS FOR PUBLIC HEARING.

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

21. FIRST READING BILLS. CITIZENS MAY SPEAK. NOT ANTICIPATED TO BE Voted On.

22. Council Bill 2022-260 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to accept the Edward Byrne Memorial Justice Assistance Grant in the amount of \$192,496.00 from the United States Department of Justice and to enter into an interlocal agreement with Greene County, outlining the division of the grant funds; and amending the budget for the Springfield Police Department for Fiscal Year 2022-2023 in the amount of \$192,496.00.

Documents:

[2022-260.PDF](#)

23. Council Bill 2022-261 (Horton)

A special ordinance approving the Second Amendment to the Springfield IDEA Commons Tax Increment Financing Plan; approving the Tax Increment Financing Reimbursement Agreement between the City of Springfield and Missouri State University; and authorizing the City Manager, or his designee, to enter into the Tax Increment Financing Reimbursement Agreement with Missouri State University.

Documents:

[2022-261.PDF](#)

24. Council Bill 2022-262 (McGull)

A special ordinance amending the budget of the City of Springfield for Fiscal Year 2022-2023, in the amount of \$950,000, to appropriate a portion of the Level Property Tax-Debt Service Fund reserve to the Level Property Tax-Operating Fund for additional funding needed for the Fire Station #7 reconstruction project.

Documents:

[2022-262.PDF](#)

25. Council Bill 2022-263 (Simpson, McGull, Lear, And Hardinger)

A special ordinance amending Special Ordinance 27730 to revise funding appropriated for continuing COVID-19 services; amending the budget for Fiscal Year 2022-2023 to appropriate funds from the City's Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act

("ARPA") of 2021, for certain projects as recommended by the City Council ARPA Review Committee; and authorizing the City Manager to enter into funding agreements as necessary with recipients of such funds. (The City Council ARPA Review Committee voted to recommend this appropriation to City Council.)

Documents:

[2022-263.PDF](#)

26. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

Edgar Hogens wishes to address City Council.

27. NEW BUSINESS.

Andrew Lear will be the employer representative at the upcoming 2022 Missouri Local Government Employees Retirement System (LAGERS) Annual Meeting.

Referring Section 36-363, 'Conditional use permits,' to the Plans and Policies Committee for a recommendation regarding revising that Code section.

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.

28. UNFINISHED BUSINESS.

29. MISCELLANEOUS.

30. CONSENT AGENDA – FIRST READING BILLS.

31. CONSENT AGENDA – ONE READING BILLS.

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

33. Council Bill 2022-257 (Hardinger)

A special ordinance authorizing the City Manager, or his designee, to enter into a Services Contract with Greene County, Missouri, for the City to continue to monitor and maintain the County storm warning sirens.

Documents:

[2022-257.PDF](#)

34. **Council Bill 2022-258 (Lear)**

A special ordinance authorizing the City Manager or his designee to enter into a Cost Apportionment Agreement with the Missouri Highways and Transportation Commission to share costs associated with a pedestrian safety workshop, with the City being responsible for \$7,500 of the total cost of the workshop.

Documents:

[2022-258.PDF](#)

35. **END OF CONSENT AGENDA.**

36. **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.

October 3, 2022
Springfield, Missouri

The City Council met in regular session October 3, 2022, in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure.

Roll Call

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

Minutes

The minutes of the September 19, 2022, City Council meeting and the September 22, 2022, Special City Council meeting were considered. Mayor Pro Tem Simpson moved to approve the minutes as presented. The motion was seconded by Councilwoman Horton and approved by the following vote: Ayes: Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, Horton, and McClure. Nays: None. Absent: McGull. Abstain: None.

Consent Agenda

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

The following item appeared on the agenda under Ceremonial Matters.

City Manager Report

Jason Gage, City Manager, expressed his appreciation to Erin Danastasio and the Hatch Foundation for hosting Celebrate Springfield throughout the month of September, ending with a large celebration event at Jordan Valley Park. Mr. Gage added it is meaningful to have residents, local businesses, and organizations come together to highlight all that the city has to offer.

Mr. Gage asked residents to join the Springfield Fire Department for a ribbon-cutting ceremony for the new Fire Station 4 at 10:00 a.m. on Thursday, October 6, at 2429 N. Delaware.

Mr. Gage noted residents and those owning property near Lake Springfield are invited to an informational meeting from 4:30 to 6:30 p.m. on October 12 at the Springfield Lake Boathouse. Crawford, Murphy, and Tilly (CMT) was selected to assist the City with this master planning process. This will be the first of many opportunities for the community to learn more and provide input.

Mr. Gage noted the City of Springfield hosted an informational open house regarding the proposed Grant Avenue Parkway Redevelopment Plan on Thursday, September 29, with approximately 50 residents, property owners, and developers in attendance. Springfield Department of Economic Vitality staff, along with planning consultants with PGAV Planners, provided a presentation of the contents of the Redevelopment Plan, outlining economic development and neighborhood revitalization resources along a portion of the Grant Avenue Parkway improvement corridor. A video and other content explaining the plan is located at grantavenueparkway.com/revitalization.

Mr. Gage further noted the Springfield Art Museum will host a ribbon-cutting marking the completion of work on the museum grounds, including the Fassnight Creek Naturalization and North Parking Lot Projects, on Saturday, October 15, from 2:00 to 4:00 p.m.

Mr. Gage acknowledged the departments of Public Information & Civic Engagement and Information Systems (PIO) for the recent enhancements to the City's website and digital channels. In addition to a redesign and usability upgrades, content expansions were created in the Environmental Services and Economic Vitality department sites. Melissa Haase, Assistant Director of Public Information and Civic Engagement, and Nichole Plowman, Administrative Systems Analyst, led these efforts, with significant assistance by PIO graphic designers and photographers.

Police Chief Report

Paul Williams, Police Chief, provided a brief update for the department. Chief Williams noted an approximate 18% reduction in crime overall over the past three years. He reported these are overall good numbers and anticipates an approximate 15-20% decline for reported crime in 2022. Chief Williams noted the department continues to work reported cases, and over 6,000 reported cases have been cleared for the year.

Chief Williams reported gun violence is still an issue. The number of shots fired calls and injuries for 2022 has almost exceeded the numbers for the previous year; 144 guns have been seized in 2022.

The department focus, Theft From Vehicles, has seen a 23.5% reduction for quarter 3 in 2022. The quarterly public service announcement (PSA) garnered over 30,000 views. A QR code links to the Police Department website, Springfieldmo.gov/crime. The quarter 4 focus is robbery and will begin with a PSA in October.

Chief Williams noted Data-Driven Approaches to Crime and Traffic Safety (DDACTS) update data is mixed. The data was used to determine four locations for officers to concentrate on. Chief Williams further noted it is too early to determine the results. Chief Williams noted municipal warrants and arrests have increased with 102 arrests, 123 warrants served, and 445 warrants resolved. The number of municipal prisoners for September has increased to an average of 23 per day. Chief Williams explained the 60-day initiative for Fail to Display Registration Tags decreased to 327 for the 60-day initiative.

The Mental Health co-response team served 9 individuals for referral; 4 were referred to treatment, 3 refused treatment, and 3 agreed to follow up treatment. Chief Williams noted the results are very preliminary. Chief Williams reported the opioid crisis update YTD 2022 shows response to 429 overdoses, 29 overdose fatalities, and 110 narkan administered.

Chief Williams provided a recruiting and retention update. He reported 39 vacant positions, 22 individuals in training, 21 in the Field Training Officer program, 1 individual on military leave, and 11 officers on light duty. He noted 274 officers as the actual number available for duty. 96 individuals have tested for the May 2023 academy class. Lateral hires are at 7 for the year, and 6 retirees have been hired. He further noted there are 15 vacancies for professional staff and the Investigative Service Specialist and Traffic Service Officers positions have offers pending.

Councilman Ollis asked why there was an overall decrease in reported crimes. Chief Williams noted citizen involvement has helped create improvement and the focused efforts of police officers has also been beneficial. Councilman Ollis acknowledged the department for their efforts on license plate enforcement and crime efforts.

Councilwoman Horton expressed her appreciation for the report and asked if there will be another initiative for traffic violations. Chief Williams responded with DDACTS the department is looking into initiatives for other traffic violations.

Councilman Hosmer asked if City Council could provide any tools to assist the department in reducing gun violence. Chief Williams responded the focus is to retrieve illegal guns, and there has been positive improvement in the number of homicides.

City Council Discussion of Board Appointment Process.

Councilman Schilling presented an apology for his vote against the appointment of Andrew Doolittle to the Planning and Zoning Commission. Mr. Schilling expressed his belief Mr. Doolittle was a worthy candidate. He cited a recent proposed development which Mr. Doolittle was a part of that he voted against due to the drive-through component which was not a valid reason to vote against Mr. Doolittle.

Mayor McClure acknowledged Councilman Schilling for his heartfelt statement. Mayor McClure noted he reached out to Mr. Doolittle and apologized. He noted the opinions of others suggested a conflict of interest may exist if Mr. Doolittle, a developer, served on the Planning and Zoning Commission. Mayor McClure expressed his belief that if such perceived conflicts are real, then anyone with such qualifications would be in question for serving on the Planning and Zoning Commission. Mayor McClure noted the City Charter and City Code cite strict ethical restrictions for anyone who serves in such a capacity. Members are required to abstain and recuse themselves from any matter that is a conflict of interest. He cited Ralph Manley, a respected developer and businessman, who served effectively on the Planning and Zoning Commission and as a City Council member, as an example of how a developer can also serve the City well. Mayor McClure expressed his belief City Council must do better.

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

**Conditional Use
Permit 465: 425
West Commercial
Street and 1824
North Lyon
Avenue**

Sponsor: Horton. Council Bill 2022-244

A special ordinance granting Conditional Use Permit No. 465 for the purpose of permitting construction of a development project greater than 10,000 square feet of total building floor area as a conditional use within the COM-1 – Commercial Street District, generally located at 425 West Commercial Street and 1824 North Lyon Avenue. (Planning and Zoning Commission recommends denial and staff recommends approval.) (By: OXMOD 425 LLC, Strong Capital V LLC; 425 West Commercial Street and 1824 North Lyon Avenue; Conditional Use Permit 465).

Councilwoman Horton moved to amend Council Bill 2022-244 by removing Exhibit C and replacing it with a revised Exhibit C.

Mayor McClure asked Rhonda Lewsader, City Attorney, to confirm the change was not substantive. Ms. Lewsader confirmed.

Councilman Ollis asked what the amendment entailed. Ms. Lewsader responded the changes made were to correct errors in the exhibit. Susan Istenes, Director of Planning and Development, responded there was an incorrect mention of an address and an incorrect mention of a conditional use permit number.

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

Councilman Hosmer asked if the design of the façade of the building can be remedied during the permit process. Ms. Istenes responded affirmatively. She noted the project will go through a review of the design criteria to obtain a permit.

Councilwoman Horton expressed her support for the proposed.

Councilman Ollis expressed his support for the proposed as investment in the community.

Mayor Pro Tem Simpson expressed his support for the proposed. He expressed his belief this type of development is beneficial as it also provides housing.

Councilman Hosmer asked if a Conditional Use Permit can be amended by City Council. Ms. Lewsader responded conditions are imposed at the Planning and Zoning level but cannot be amended by City Council. Councilman Hosmer expressed his opinion the code should be more clear.

Councilman Lear expressed his support for the proposed. He commended the neighborhoods and the developers for their ability to have civil discussion.

Amended Council Bill 2022-244. Special Ordinance 27763 was approved by the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Horton, Schilling, Simpson, and McClure. Nays: None. Absent: McGull. Abstain: None.

**Lease Agreement:
Greene County
Agricultural and
Mechanical
Society**

Sponsor: Lear. Council Bill 2022-245

A special ordinance authorizing the City Manager, or designee, to enter into an Amended and Restated Lease Agreement with the Greene County Agricultural and Mechanical Society of Springfield, Missouri.

Council Bill 2022-245. Special Ordinance 27764 was approved by the following vote: Ayes: Hosmer, Ollis, Lear, Hardinger, Horton, Schilling, Simpson, and McClure. Nays: None. Absent: McGull. Abstain: None.

The following items appeared on the agenda under Resolutions.

**Short-Term Rental
Type 2: 1054 East
Sunshine**

Sponsor: Simpson. Council Bill 2022-247

A resolution granting a Short-Term Rental Type 2 Permit for the property located at 1054 East Sunshine Street for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Land Development Code.

Mayor McClure recused himself from Council Bill 2022-247 and left the dais.

Daniel Neal, Senior City Planner, provided a brief overview of the proposed. Mr. Neal noted the property obtained 3 of the 5 signatures possible. City Council approval was required as there are only 3 residential structures on the block. The property is non-owner occupied, and no protest petitions were submitted.

Councilman Lear asked if the issue is that there are one too few houses on the block face. Mr. Neal answered affirmatively.

Mayor Pro Tem Simpson asked if three adjacent homeowners signed and two did not respond. Mr. Neal answered affirmatively.

Councilman Hosmer asked if staff recommends approval. Mr. Neal responded the issue is at the discretion of City Council.

An opportunity was given for citizens to express their views.

Lincoln Amstutz spoke in support of the proposed. He noted a successful neighborhood meeting was held, and he will be able to keep up with maintenance if approved.

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

Council Bill 2022-247. Resolution 10656 was approved by the following vote: Ayes: Schilling, Simpson, Ollis, Lear, Hardinger, and Horton. Nays: Hosmer. Absent: McGull and McClure. Abstain: None.

Mayor McClure returned to the dais.

**Short-Term Rental
Type 2:**

Sponsor: Simpson. Council Bill 2022-248

A resolution granting a Short-Term Rental Type 2 Permit for the property located at 2000 East Sunset Drive for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Land Development Code.

Daniel Neal, Senior City Planner, provided a brief overview of the proposed. Mr. Neal noted 50% of the necessary 55% of signatures were received. He further noted the property is non-owner occupied, and no protest petitions were submitted.

Councilman Hosmer asked if reducing the number of short-term rentals has been considered. Mr. Neal responded there are currently 206 short-term rentals licensed.

Mayor Pro Tem Simpson asked if the no signature was not returned and why there was one undetermined signature. Mr. Neal responded the undetermined signature was due to the property being in a trust.

An opportunity was given for citizens to express their views.

Tim Rosenbury spoke in support of the proposed. He noted the property was bought eight years ago to preserve the property and to use for friends and family to stay in. He further noted the property is not advertised as a short-term rental, and he lives close to the property. He added that one signature was a member of a trust, and they have provided most of the required information.

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

Council Bill 2022-248. Resolution 10657 was approved by the following vote: Ayes: Schilling, Simpson, Ollis, Lear, Hardinger, Horton, and McClure. Nays: Hosmer. Absent: McGull. Abstain: None.

EMERGENCY BILLS.

PUBLIC IMPROVEMENTS.

The following items appeared on the agenda under Grants.

Surface Transportation Program-Urban Supplemental Agreement

Sponsor: Hosmer. Council Bill 2022-249

A special ordinance authorizing the City Manager, or his designee, to enter into a Surface Transportation Program-Urban Supplemental Agreement with the Missouri Highways and Transportation Commission; amending the budget of the Department of Public Works for Fiscal Year 2022-2023, in the amount of \$628,178, for the purpose of appropriating the additional federal funds to be used in street overlay improvements; and declaring that this bill qualifies for approval in one reading.

Dan Smith, Director of Public Works, provided a brief overview of the proposed. Mr. Smith noted the proposed would allow the department to enter into an agreement with the Missouri Highways and Transportation Commission to appropriate additional federal funds for street overlay improvement.

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

Council Bill 2022-249. Special Ordinance 27765 was approved by the following vote: Ayes: Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, Horton, and McClure. Nays: None. Absent: McGull. Abstain: None.

AMENDED BILLS.

The following items appeared on the agenda under Public Hearing.

**Conditional Use
Permit No. 466:
1306 West
Sunshine Street**

Sponsor: Schilling. Council Bill 2022-250

A special ordinance granting Conditional Use Permit No. 466 for the purpose of permitting an automobile service garage as a conditional use within the GR, General Retail District, generally located at 1306 West Sunshine Street. (Staff and Planning and Zoning Commission recommend approval.) (By: West Coast 711S, LLC; 1306 W. Sunshine Street; Conditional Use Permit 466.)

Susan Istenes, Director of Planning and Development, provided a brief overview of the proposed. Ms. Istenes noted the proposed would allow a Conditional Use Permit for an automobile service garage. The existing building on site will be rehabbed and used for the expansion of an existing auto repair shop.

An opportunity was given for citizens to express their views.

Geoff Butler spoke in support of the proposed. Mr. Butler noted the existing property is an abandoned building which has been vandalized. The owner will add seven bays to enhance the business operations.

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

**Conditional Use
Permit No. 467:
1025 West
Sunshine Street**

Sponsor: Schilling. Council Bill 2022-251

A special ordinance granting Conditional Use Permit No. 467 for the purpose of permitting an automotive body and fender repair and paint shop as a conditional use within the HC, Highway Commercial District, generally located at 1025 West Sunshine Street. (Staff and Planning and Zoning Commission recommend approval.) (By: Clovis Breeden; 1025 W. Sunshine Street; Conditional Use Permit 467.)

Susan Istenes, Director of Planning and Development, provided a brief overview of the proposed. Ms. Istenes noted the proposed is for a Conditional Use Permit for an automotive body and fender repair and paint shop. The site borders 8 single-family residences and the applicant has proposed site alterations to bring the property into compliance with open space and landscaping requirements.

An opportunity was given for citizens to express their views.

Brett Flory, the architect for the project, spoke in support of the proposed. He noted the existing building will be used, and the applicant will do all work inside the building with no wrecked vehicles being stored out front.

Councilman Schilling asked if the location was previously a automobile dealership. Mr. Flory answered affirmatively.

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

**Springfield Land
Development
Code rezoning:
3050 East
Battlefield Road
and 3020 South
Parkview Avenue**

Sponsor: Simpson. Council Bill 2022-252

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1 acre of property generally located at 3050 East Battlefield Road and 3020 South Parkview Avenue from Planned Development No. 222 and R-SF, Single-Family Residential District, to O-1, Office District, with Conditional Overlay District No. 219; establishing Conditional Overlay District No. 219; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Dean & Teresa McClish Trust; 3050 E. Battlefield Road and 3020 S. Parkview Avenue; Z-18-2022 w/COD #219.)

Susan Istenes, Director of Planning and Development, provided a brief overview of the proposed. Ms. Istenes noted the proposed is to rezone property generally located at 3050 E. Battlefield and 3020 S. Parkview. The Growth Management and Land Use Plan designates the area as appropriate for Low Density Housing uses; however, small neighborhood-oriented retail or service businesses may be carefully located and screened at certain locations.

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

**Springfield Land
Development
Code rezoning:
1331 North Stewart
Avenue**

Sponsor: McGull. Council Bill 2022-253

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.29 acres of property generally located at 1331 North Stewart Avenue from GM, General Manufacturing District, to LI, Industrial District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Troutman Enterprises, LLC; 1331 N. Stewart Avenue; Z-20-2020.)

Susan Istenes, Director of Planning and Development, provided a brief overview of the proposed. The request is to rezone property generally located at 1331 N. Stewart to Light Industrial District. The applicant is requesting to rezone the property to the most suitable industrial district which would permit their desired use.

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

**Springfield Land
Development
Code rezoning:
3787 South
Jefferson Avenue**

Sponsor: Simpson. Council Bill 2022-254

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.57 acres of property generally located at 3787 South Jefferson Avenue from O-1, Office District, to GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: J&M Tillman LLC; 3787 S. Jefferson Avenue; Z-22-2022.)

Susan Istenes, Director of Planning and Development, provided a brief overview of the proposed. Ms. Istenes noted the request is to rezone the property. If approved, the applicant

intends to construct a new building containing a mix of office and commercial suites for future tenants.

An opportunity was given for citizens to express their views.

Stephanie Ireland, the architect representing the owner, spoke in support of the proposed. Ms. Ireland noted the request is to rezone the property to allow for various types of tenants.

Mayor Pro Tem Simpson asked what type of tenants are anticipated. Ms. Ireland responded there are no commitments at this time.

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

Mayor McClure asked Anita Cotter, City Clerk, to read Council Bills 2022-255 and 2022-256 together.

**Springfield Land
Development
Code rezoning:
1545 West
Republic Street**

Sponsor: Schilling. Council Bill 2022-255

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 3.3 acres of property generally located at 1545 West Republic Street from GR, General Retail District, to HC, Highway Commercial District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: 1545 W Republic Road LLC; 1545 W. Republic Street; Z-24-2022.)

**Conditional Use
Permit No. 467:
1545 West
Republic Street**

Sponsor: Schilling. Council Bill 2022-256

A special ordinance granting Conditional Use Permit No. 468 for the purpose of permitting an automotive body and fender repair and paint shop as a conditional use within the HC, Highway Commercial District, generally located at 1545 West Republic Street. (Staff and Planning and Zoning Commission recommend approval.) (By: 1545 W Republic Road LLC; 1545 W. Republic Street; Conditional Use Permit 468.)

Susan Istenes, Director of Planning and Development, provided a brief overview of the proposed. Ms. Istenes noted the request is to rezone and grant a Conditional Use Permit for an automotive body and fender repair and paint shop on the property. The project satisfies the applicable standards of the Land Development Code for issuance of a Conditional Use Permit.

Councilman Schilling asked if the property is currently vacant. Ms. Istenes answered affirmatively.

An opportunity was given for citizens to express their views.

Todd Burnett spoke in support of the proposed. Mr. Burnett, a representative of the applicant, noted he is available for questions.

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

FIRST READING BILLS.

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

Matt Morrow thanked City Council for their work. He addressed the process of appointing board members and noted there is a wide variety of individuals who serve on boards. He expressed his belief individuals in the building trades have much to offer to a board. He questioned why the confirmation of Andrew Doolittle failed and no explanation was given. He expressed his belief the perception was that entire professions would be excluded from serving on boards.

Councilman Ollis asked if there is a legal reason why a certain profession cannot serve on a particular board. Rhonda Lewsader, City Attorney, noted not in this case.

The following item appeared on the agenda under New Business.

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 State's office.

UNFINISHED BUSINESS.

MISCELLANEOUS.

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

Storm Warning Sirens

Sponsor: Hardinger. Council Bill 2022-257

A special ordinance authorizing the City Manager, or his designee, to enter into a Services Contract with Greene County, Missouri, for the City to continue to monitor and maintain the County storm warning sirens.

Cost Apportionment Agreement: Pedestrian Safety Workshop

Sponsor: Lear. Council Bill 2022-258

A special ordinance authorizing the City Manager or his designee to enter into a Cost Apportionment Agreement with the Missouri Highways and Transportation Commission to share costs associated with a pedestrian safety workshop, with the City being responsible for \$7,500 of the total cost of the workshop.

CONSENT AGENDA – ONE READING BILLS.

CONSENT AGENDA – SECOND READING BILLS.

BOARD CONFIRMATIONS.

END OF CONSENT AGENDA.

Motion to Adjourn Mayor Pro Tem Simpson moved to adjourn. Councilman Lear seconded the motion, and it was approved by the following vote. Ayes: Schilling, Simpson, Ollis, Lear, Hardinger, Horton, and McClure. Nays: Hosmer. Absent: McGull. Abstain: None.

Anita J. Cotter, CMC/MRCC
City Clerk

Prepared by
Michelle Brown

One-rdg. _____
P. Hrngs. _____
Pgs. 26
Filed: 09-27-22

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 250

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 466 for the purpose of permitting an
2 automobile service garage as a conditional use within the GR,
3 General Retail District, generally located at 1306 West Sunshine
4 Street. (Staff and Planning and Zoning Commission recommend
5 approval.)
6 _____
7

8 WHEREAS, pursuant to Section 36-363 of the Land Development Code, City
9 Council may grant permits authorizing certain enumerated conditional uses as provided
10 in the various zoning districts; and
11

12 WHEREAS, the Planning and Zoning Commission held a public hearing on
13 September 8, 2022, and recommended approval of Conditional Use Permit No. 466 for
14 the property generally located at 1306 West Sunshine Street and zoned GR, General
15 Retail District, with a copy of the Record of Proceedings from said public hearing being
16 attached hereto and incorporated herein by this reference as "Exhibit C;" and
17

18 WHEREAS, City Council finds that sufficient evidence has been presented to
19 satisfy all applicable standards of the Land Development Code for issuance of
20 Conditional Use Permit No. 466; and
21

22 WHEREAS, the granting of such permit is deemed proper, and it is not found to
23 harm the community or injure the value, lawful use and reasonable enjoyment of
24 properties in the vicinity of 1306 West Sunshine Street.
25

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

29 Section 1 – City Council adopts the City staff's specific findings of fact on the
30 proposed conditional use as set forth in "Exhibit D – Attachment 3." "Exhibit D" is
31 attached hereto and incorporated herein by this reference in its entirety. Conditional Use
32 Permit No. 466 is hereby granted in accordance with and subject to the provisions of
33 Section 36-363 of the Land Development Code. Conditional Use Permit No. 466 is
34 granted for the purpose of permitting an automobile service garage to operate as a

conditional use within the GR, General Retail District, located at the property described in "Exhibit B," which is attached hereto and incorporated herein by this reference, and which is generally located at 1306 West Sunshine Street.

Section 2 – Building permits, certificates of occupancy and any other required permits or approvals may be issued by the duly authorized officials of the City provided that such issuance is consistent with Section 36-363 of the Land Development Code, any other applicable City regulation or ordinance and the "Requirements for Conditional Use Permit 466" described in "Exhibit A," which is attached hereto and incorporated herein by this reference. Additionally, the provisions contained in "Exhibit A" and "Exhibit D – Attachment 2" shall govern and control the use and development of the land described in "Exhibit B," in a manner consistent with the attached site plan depicted on "Exhibit D – Attachment 5."

Section 3 – Any violation of the provisions of this Ordinance shall be grounds for the revocation of the Conditional Use Permit granted by the adoption of this Ordinance.

Section 4 – This Ordinance shall be in full force and effect from and after passage only so long as the Property and any improvements thereon conform to the conditions and requirements described in Section 36-363 of the Land Development Code, other applicable City regulations or Ordinances and this Ordinance.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022- 250

FILED: 09-27-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To permit an automobile service garage as a Conditional Use Permit within a GR, General Retail District generally located at 1306 West Sunshine Street. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 466

The applicant is requesting approval of a Conditional Use Permit for an automobile service garage on the subject property within a GR, General Retail District. The *Zoning Ordinance* requires a use permit in the GR, General Retail District for an automobile service garage.

CONDITIONS:

1. The regulations and standards listed on Exhibit D - Attachment 3 shall govern and control the use and development of the land in Use Permit Number 466 in a manner consistent with the attached site plan ("Exhibit D - Attachment 5").

FINDINGS FOR STAFF RECOMMENDATION:

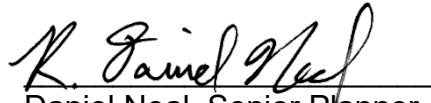
1. This application meets the approval standards for a Conditional Use Permit ("Exhibit D - Attachment 3").
2. Approval of this application is subject to the Requirements for Approval ("Exhibit D - Attachment 2") and site plan ("Exhibit D - Attachment 5").
3. Approval of this request will provide for redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

REMARKS:

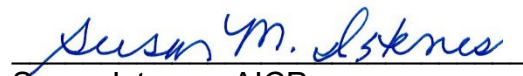
The Planning and Zoning Commission held a public hearing on September 8, 2022, and recommended approval, by a vote of 7 to 0 of the proposed Conditional Use Permit (see the attached "Exhibit C," Record of Proceedings).

The Planning and Development staff recommends the application be approved with the conditions (see attached "Exhibit A").

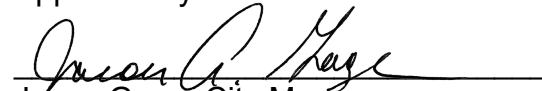
Submitted by:


Daniel Neal, Senior Planner

Recommended by:


Susan Istenes, AICP
Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Requirements for Conditional Use Permit Number 466

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Requirements for Conditional Use Permit 466

Attachment 3, Standards and Responses for Conditional Use Permits

Attachment 4, Affidavit of Neighborhood Notification and Meeting Summary and
Neighborhood comments

Attachment 5, Proposed Site Plan

EXHIBIT A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 466

1. An automobile service garage is permitted in conformance with the site plan (Attachment 5).
2. The automobile service garage shall comply with all CUP standards (Attachment 3).
3. The standard right-of-way width for W. Sunshine Street is 50-feet from the centerline and for S. Fort Avenue is 30-feet from the centerline. It appears an additional 12-feet of right-of-way is needed along W. Sunshine Street. It appears no additional right of way is needed along S. Fort Avenue. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed within the required right of way.
4. There is currently one driveway access point onto the property W. Sunshine Street. This driveway approach does not meet spacing requirements and must be closed. There is one driveway access point onto the property from S. Fort Avenue that does not meet current spacing standards. This driveway will be allowed to remain.
5. There is not existing sidewalk along the property frontage of W. Sunshine Street. Sidewalk is required to be constructed along W. Sunshine Street at the time of development.
6. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

EXHIBIT B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 466

ALL OF LOT ONE (1), BLOCK "A", REPLAT OF BLOCK "A" WESTWOOD ACRES, SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCLUDING THE FOLLOWING:

THE SOUTH 105.5 FEET OF LOT 1 OF THE REPLAT OF BLOCK "A" WESTWOOD ACRES, EXCEPT, BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH 101.5 FEET OF SAID LOT 1; THENCE EASTERLY 70 FEET ALONG THE NORTH TRACT LINE; THENCE SOUTHERLY 10 FEET; THENCE WESTERLY 70 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTHERLY ALONG SAID LOT LINE 10 FEET TO THE POINT OF BEGINNING, IN SPRINGFIELD, GREENE COUNTY, EXCEPT THAT PART CONVEYED TO THE CITY OF SPRINGFIELD IN BOOK 2008 AT PAGE 47285-08, AND EXCEPT ANY PART DEEDED, TAKEN OR USED FOR ROAD PURPOSES.

EXHIBIT C

RECORD OF PROCEEDINGS
Planning and Zoning Commission – September 8, 2022

Conditional Use Permit 466
1306 West Sunshine Street
Applicant: 1821 Fort St., LLC

Mr. Hosmer states that this is to permit an automobile service garage within a GR, General Retail District generally located at 1306 W. Sunshine Street. The Growth Management and Land Use Plan designate this area as appropriate for Medium-Intensity Retail, Office or Housing uses. The subject property is at the intersection of a primary arterial (Sunshine St.) and Collector (Fort Ave.) roadways. A Traffic Impact Study is not required, and the property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. Stormwater detention is required onsite. The Conditional Use Permit will:

- Allow an automobile service garage in conformance with the site plan,
- The standard right-of-way width for W. Sunshine Street is 50-feet from the centerline and for South Fort Avenue is 30-feet from the centerline. Survey needed
- The driveway on Sunshine must be closed.
- Construct sidewalk along Sunshine.

Proposed CUP meets the requirements standards and staff recommends approval.

Mr. Knuckles asked about the requirements for the bufferyard for plantings along Fort Avenue.

Mr. Hosmer states that it is perimeter landscaping and is a requirement.

Mr. Doennig opened the public meeting.

Mr. Geoff Butler, 4449 E. Valley Road, representing the applicant and has been abandoned and vagrants have cleared out all of the copper that could be found. The applicant bought this to expand her service and capabilities for auto repair. We are providing 20% green space and will be no detention required and will get rid of the entrance on Sunshine Street.

Mr. Knuckles asked about the uses of the building and Mr. Butler noted how the applicant will use the lot and buildings.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Conditional Use Permit 466 (1306 West Sunshine Street). Mr. Lebeck seconded the motion. Ayes: Doennig, Jobe, Colony, Pauly, Bruce, Knuckles, and Lebeck. Nays: None. Abstain: None. Absent: Broekhoven.

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

Bob Hosmer, AICP
Planning Manager

Development Review Staff Report



PLANNING AND ZONING COMMISSION PUBLIC HEARING:	SEPTEMBER 8, 2022
CITY COUNCIL PUBLIC HEARING:	OCTOBER 3, 2022
	CASE NUMBER: Conditional Use Permit 466
	LOCATION: 1306 W. Sunshine Street
	ACRES: Approximately 0.51 acre
	EXISTING LAND USE: Vacant convenience store
	APPLICANT: West Coast 711S, LLC
	STAFF: Daniel Neal, Senior Planner
	STAFF RECOMMENDATIONS: Approve w/Conditions
	PROPOSED MOTION: I move to adopt staff's responses in the staff report as the findings of fact and approve CUP 466. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

Request to permit an automobile service garage as a Conditional Use Permit within a GR, General Retail District generally located at 1306 W. Sunshine Street.

FINDINGS FOR STAFF RECOMMENDATION:

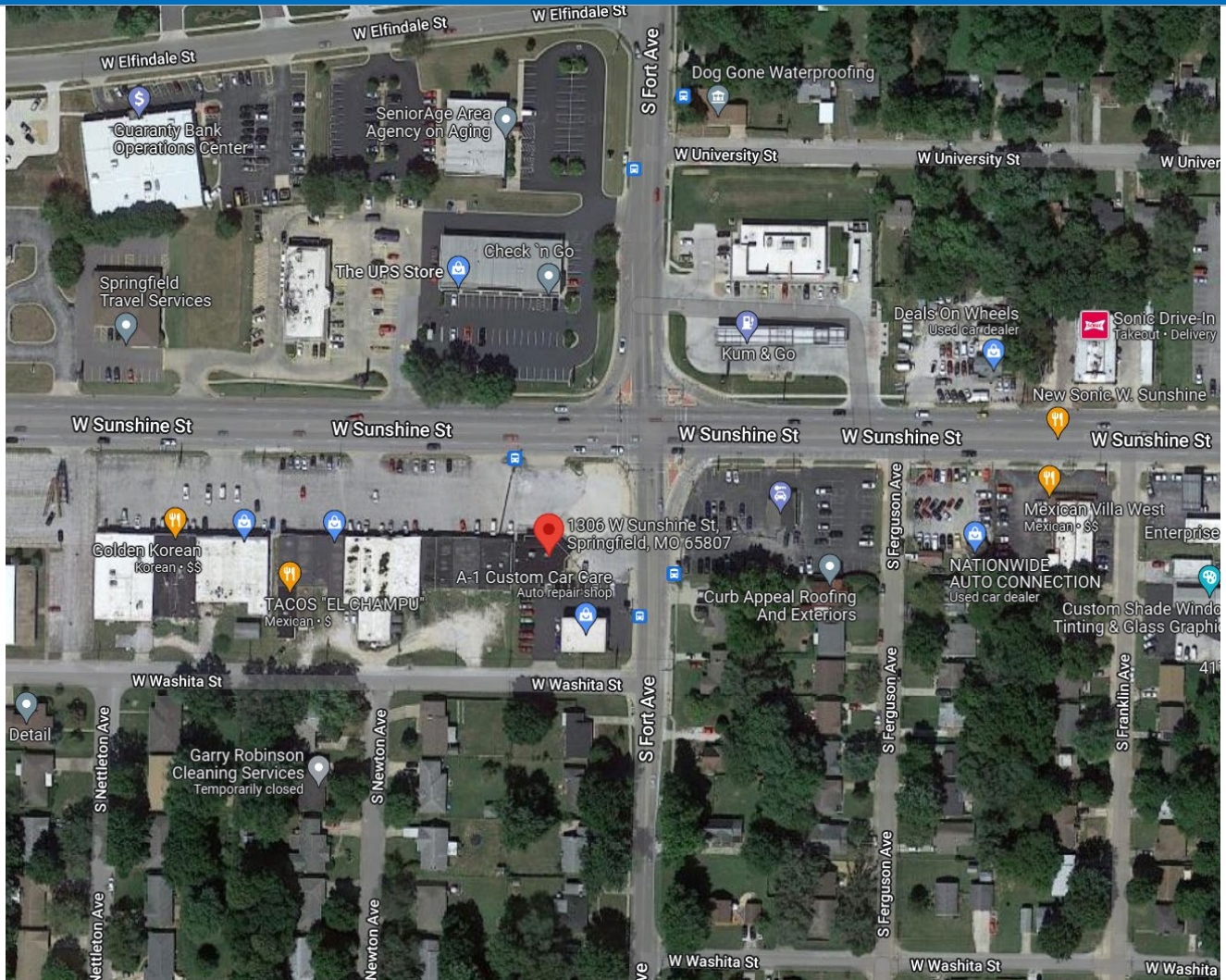
1. This application meets the approval standards for a Conditional Use Permit.
2. Approval of this request will provide for development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	PD 46	GR	HC	GR
LAND USE	Shopping center	Automotive service garage	Automotive sales	Shopping center

Development Review Staff Report

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



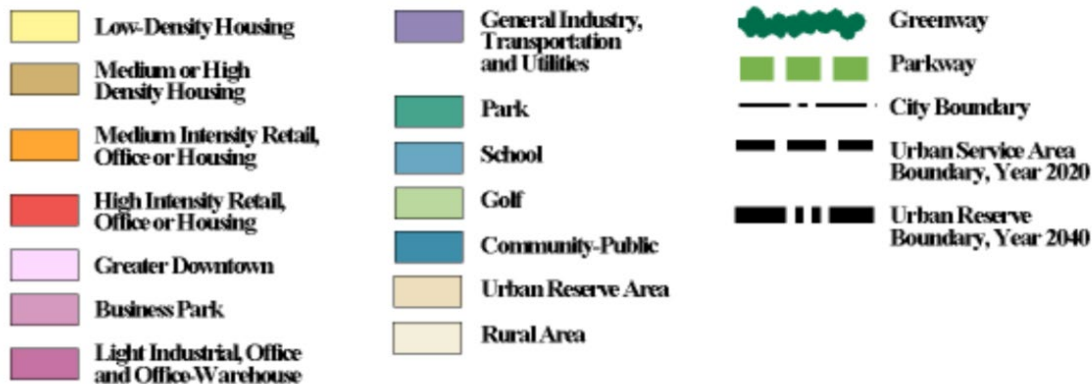
GOOGLE MAPS STREET VIEW:



Development Review Staff Report



GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property has been zoned GR, General Retail District since the City-wide remapping in 1995.

ZONING ORDINANCE REQUIREMENTS:

Sec. 36-363. - Conditional Use Permit

- (1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.
- (8) *Period of validity.*
- (a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18-month period:
 - 1. A building permit is obtained and the erection or alteration of a structure is started; or
 - 2. An occupancy permit is obtained and the conditional use commenced.The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.
 - (b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.
- d. *Damage or destruction.* In the event that the principal building or structure on the property is damaged or destroyed, by any means, to the extent of more than 75 percent of the replacement cost of the building or structure at the time such damage occurred, such building or structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located and the property shall not continue to be used for the uses permitted by the provisions of this section.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

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

Development Review Staff Report



STAFF COMMENTS:

1. The applicant is requesting approval of a Conditional Use Permit for an automobile service garage on the subject property within a GR, General Retail District. The *Zoning Ordinance* requires a use permit in the GR, General Retail District for an automobile service garage.
2. Approval of this request will provide for the development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
3. The subject property is at the intersection of a primary arterial (Sunshine St.) and Collector (Fort Ave.) roadways.
4. A Traffic Impact Study is not required as the trips generated by the conditional use permit do not exceed the threshold of 1,000 trips per day or 100 trips in the a.m. or p.m. peak.
5. A landscape plan, meeting the requirements of sections 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted and approved.
6. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on July 20, 2022 regarding the rezoning request. A summary of the meeting is attached (Attachment 4)

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet:	Mailed: 16	Returned: 0
--	------------	-------------

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

CONDITIONAL USE PERMIT 466

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments in allotted review time.

CITY UTILITIES COMMENTS:

No issues with proposed CUP.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issue with the CUP however there is still no evidence as to how the property is connected to sanitary sewer. If the property is connected in Washita, that connection would need to be disconnected and connected to the sewer on the east side of Fort or public sewer would need to be extended to the site. CCTV of the sewer main along the east side of Fort does not show any existing connections to the west so it is not likely the existing building is connected in this direction.

FIRE DEPARTMENT COMMENTS:

Installation of fire hydrants & fire access lanes shall comply with 2018 IFC.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Fassnight Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **is not applicable because the site is built out**. The property **does not have a stream buffer on site**.

PW Stormwater has no concerns for the proposed Conditional Use Permit. Please note that development of the property will be subject to the following conditions at the time of development:

All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022.

Detention Requirements:

1. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. In accordance with the City of Springfield Code and the manual, if the additional impervious is minimal then a fee in lieu of detention may be allowed per the Director of Public Works.
 - a. The site is already completely impervious, and detention will not be required. Stormwater runoff for this site drains to Sunshine St.
2. City of Springfield only allows three acceptable methods of discharge for stormwater if a property has been modified to increase the amount, location, or character of discharge per Chapter 2 Sec 4.1.4.
 - a. To a Public Right-of-way (1); a recorded drainage easement, continuing to a public right-of-way or public drainage system (2); or a certified natural watercourse (3)
 - b. If none of the three options are available then the development must be modified so that the amount, location, or character of discharge is not changed, or a downstream easement must be obtained.

Development Review Staff Report



Additional Stormwater Standards to be met:

1. Include on the Plans a calculation of the Existing Impervious Surface Area, Existing Open Space Area, Post Development Impervious Surface Area, and Post Development Open Space Area. Per Chapter 4 Sec 3.2 for Detention Summary
 - a. Existing gravel surfaces meeting the above definition are eligible for 50% Credit.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Sunshine Street as Primary Arterial roadway and S. Fort Avenue as a Collector roadway. The standard right-of-way width for W. Sunshine Street is 50-feet from the centerline and for S. Fort Avenue is 30-feet from the centerline. It appears an additional 12-feet of right-of-way is needed along W. Sunshine Street. It appears no additional right of way is needed along S. Fort Avenue. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed within the required right of way. This portion of W. Sunshine Street and S. Fort Avenue are city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on W. Sunshine Street is 30,800 vehicles per day. The most recent traffic count on S. Fort Avenue is 6,671 vehicles per day. On-street parking is not allowed along W. Sunshine Street nor this portion of S. Fort Avenue.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property W. Sunshine Street. This driveway approach does not meet spacing requirements and will be closed. There is one driveway access point onto the property from S. Fort Avenue that does not meet current spacing standards. This driveway will be allowed to remain. For safety and circulation purposes, it would be ideal if cross access is provided to the property to the south so the two driveways can be consolidated into one, but this is not required.

SIDEWALK

There is not existing sidewalk along the property frontage of W. Sunshine Street. There is existing sidewalk along the property frontage of S. Fort Avenue. Sidewalk is required to be constructed along W. Sunshine Street at the time of development.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are two bus stops along W. Sunshine Street in the vicinity of this property.

IMPROVEMENTS

None required. A Traffic Impact Study was not required.

SITE PLAN

Detailed site-specific comments.

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

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Sunshine Street	Primary Arterial	No	38	50

Development Review Staff Report



Street 2					
	S. Fort Avenue	Collector	No	34	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		16	67	720	
*Proposed Trips Generated		16	67	720	
Additional Trips Generated		0	0	0	

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

Development Review Staff Report



REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2

CONDITIONAL USE PERMIT 466

1. An automobile service garage is permitted in conformance with the site plan (Attachment 5).
2. The automobile service garage shall comply with all CUP standards (Attachment 3).
3. The standard right-of-way width for W. Sunshine Street is 50-feet from the centerline and for S. Fort Avenue is 30-feet from the centerline. It appears an additional 12-feet of right-of-way is needed along W. Sunshine Street. It appears no additional right of way is needed along S. Fort Avenue. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed within the required right of way.
4. There is currently one driveway access point onto the property W. Sunshine Street. This driveway approach does not meet spacing requirements and must be closed. There is one driveway access point onto the property from S. Fort Avenue that does not meet current spacing standards. This driveway will be allowed to remain.
5. There is not existing sidewalk along the property frontage of W. Sunshine Street. Sidewalk is required to be constructed along W. Sunshine Street at the time of development.
6. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

Development Review Staff Report



STANDARDS FOR CONDITIONAL USE PERMIT 466

ATTACHMENT 3

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan.	It does.	This application is consistent with the <i>Growth Management and Land Use Plan</i> of the <i>Comprehensive Plan</i> which designates this area as appropriate for Medium-Intensity Retail, Office or Housing.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	It will improve safety by eliminating the one access to Sunshine.	Public Works Traffic Division has reviewed the application and has determined that conditional use will not adversely affect safety of the motoring public and of pedestrians with traffic access controls that are required. Traffic comments are provided in Attachment 1.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	It will be in full conformance with the IBC and the IFC.	The Fire Department has reviewed this request and has no concerns with regard to safety from fire hazards and fire controls. Fire comments are provided in Attachment 1.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	All stormwater on the site drains to the City storm sewer system in Sunshine. No enhanced hazard.	The development is required to meet development standards for stormwater management. Public Works Stormwater Division has reviewed this request and provided comments in Attachment 1.
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	All activities are inside the building and do not exceed normal noise generation for GR uses.	It is not expected that the proposed use will have noise characteristics that exceed Zoning Ordinance standards.
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	This is a commercial corridor which has a lot of activity. The residential area is far south of this property.	It is not expected that the proposed use will negatively affect neighborhood districts with its location at a commercial intersection and along a commercial corridor.

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	We will be in full conformance with the city sign ordinance.	The development will be subject to the signage standards of the Zoning Ordinance.
8. Such signs will not have an adverse effect on any adjacent properties.	This is true.	The development will be subject to the signage standards on the Zoning Ordinance.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	This business will not increase the traffic in the area.	Public Works Traffic Division has reviewed the application and has determined that the street right-of-way and accesses in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare.	This is true.	It is not anticipated that the proposed use will have an adverse effect or be incompatible with the adjacent and surrounding properties which are used for commercial uses and located adjacent to arterial roadways.
11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to: a. The location, nature and height of buildings, structures, walls and fences on the site; and b. The nature and extent of landscaping and screening on the site.	This use is an existing building which will have on story additions added. All building in the area are one story. The area is devoid of landscaping now.	The standards of the Zoning Ordinance adequately address these issues. The subject property is located in an area of commercial uses and is not anticipated to dominate the immediate vicinity or to interfere with the development and use of neighboring properties.
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	There are none.	It is not expected that the proposed development will negatively affect any significant natural topography or physical features.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	There are none.	The subject property in currently in poor condition and does not exhibit these features.

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	True.	The proposed use is required to comply with applicable regulations with regard to lot size, bulk regulations, use limitations and performance standards.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	True.	The applicant's response adequately addresses this condition.
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect	They will be.	The development will be subject to these standards of the Zoning Ordinance.
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	True.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards with their proposed conditions.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	It will improve the current condition.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards with the traffic access controls that are required with this Conditional Use.
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	True.	There aren't any known interference with any public rights of way or easements.
20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	True.	The development is required to adhere to all standards of the Zoning Ordinance and other applicable ordinances.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the	True.	This property is already served with public infrastructure and services.

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.		

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: 1306 West Sunshine A1 Custom Car Care
2. Meeting Date & Time: Tuesday July 20, 2022 4 pm - 6:30 pm
3. Meeting Location: 1306 West Sunshine
4. Number of invitations that were sent: 127
5. How was the mailing list generated: City Staff
6. Number of neighbors in attendance (attach a sign-in sheet): three
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

Rudy Widmer and Rebecca Welsh were residents of the area and represented the Neighborhood Association. They were supportive of the project and wanted to encourage more business development in the area.
Dr. Gary Nie owns the Angel Vet Clinic and his only concern was eliminating the driveway to Sunshine. There is a lot of cross traffic in the shopping center and he was not sure if that would add traffic to other access points. Supportive otherwise.

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

No change necessary

I, Geoffrey H. Butler (print name), attest that the neighborhood meeting was held on 7/20/22 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Signature of person completing affidavit

Geoffrey H. Butler

Printed name of person completing affidavit

NEIGHBORHOOD MTG

102° !

PLN 2022-00184 - CONDITIONAL USE

1306 W SUNSHINE • 3/19/22 4⁰⁰ 6³⁰

NAME

ADDRESS

PHONE

Rudy Widmar

1806 W Washita

417-459-7331

Rebecca Welsh

1806 W Washita

417-201-5862

Gary Nye

1332 W. Sunshine

417-866-2923

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

Enclosed you have received a notice of a "Neighborhood Meeting" submitted by the applicant to discuss an application for a Conditional Use Permit in your neighborhood. For all development applications involving an advertised public hearing, City Council requires developers to hold a neighborhood meeting and invite the property owners within 500 feet of the property and to the officers of neighborhood association on file with the Department.

A "Neighborhood Meeting" is held early enough to provide adequate time for the developer to negotiate with the neighborhood in order to resolve any issues and provide any proposed changes to City staff to evaluate and include in City staff reports.

If the developer submits, an application for a change in land use or zoning the property will be posted, there will be public notifications in the newspaper and notification by mail to the property owners within 185 feet of the project.

The Land Use or Zoning Change Process:

1. Application
2. Neighborhood Meeting (500 feet notification from subject property) **July 19th 4 pm - 6:30 pm**
3. Planning and Zoning Commission Public Hearing (185 feet notification from subject property) **August 11th 6:30 pm**
4. 1st City Council Public Hearing (185 feet notification from subject property) **September 6th 6:30 pm**
5. 2nd City Council Meeting to decide either to approve or to deny the change in land use or zoning **September 19th**

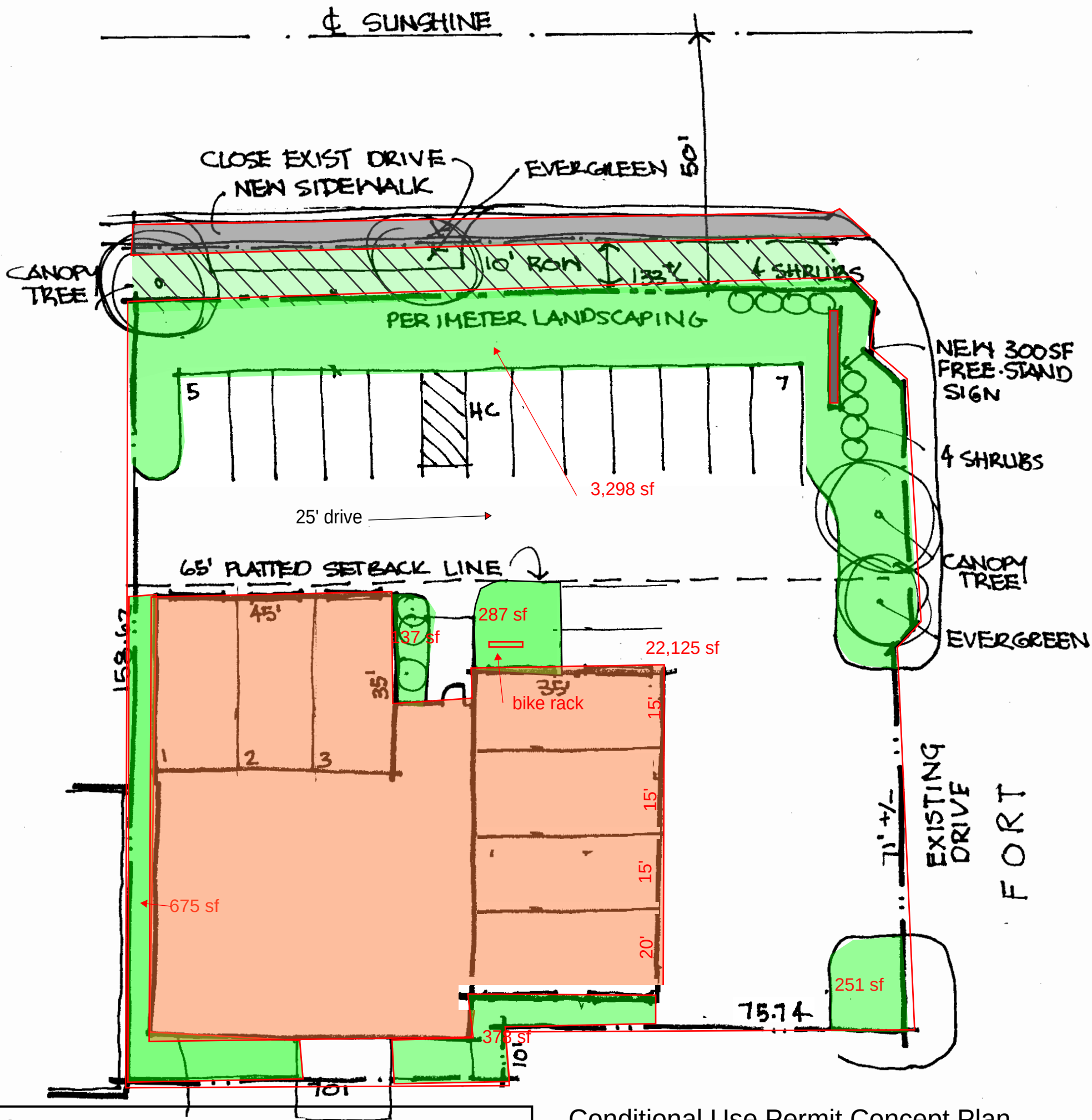
City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions at 417-864-1611.

Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Ave, Springfield Missouri 65802

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

DATE:	7-16-2022	Telephone No.	417 840 4384
YOUR NAME:	John Anderson		
YOUR ADDRESS:	1336 west Sunshine		
PROJECT ADDRESS:	1306 West Sunshine		
COMMENTS:			
I Don't think The Zoning Change should Bc Done that property Already has parking problems please Denie it			



Site Data:

Area of tract: 22,125 sf
20 % Green Space Required - 4425 sf
Green Space Provided - 5100 sf

Parking Req'd - 2 per stall plus 1 per employee
7 stalls plus 7 employees = 21 parking required
(stall counts as one)
21 spaces provided including 1 HC
1 Bike rack provided

Perimeter Landscaping required:

1 canopy, 1 evergreen/ornamental, 4 shrubs / 100'
200 lft of perimeter landscaping planned
2 canopy, 2 evergreen, 8 shrubs provided

10' of additional ROW will be dedicated on Sunshine

Conditional Use Permit Concept Plan

A1 Custom Care Care

1306 West Sunshine

Springfield, Mo.

1"- 20' August 8 2022



319 N Main, Suite 200
Springfield, MO 65806
417.521.6100

YOUR VISION. OUR FOCUS.

One-rdg. _____
P. Hrngs. X
Pgs. 29
Filed: 09-27-22

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 251

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 467 for the purpose of permitting an
2 automotive body and fender repair and paint shop as a conditional
3 use within the HC, Highway Commercial District, generally located at
4 1025 West Sunshine Street. (Staff and Planning and Zoning
5 Commission recommend approval.)
6 _____
7

8 WHEREAS, pursuant to Section 36-363 of the Land Development Code, City
9 Council may grant permits authorizing certain enumerated conditional uses as provided
10 in the various zoning districts; and
11

12 WHEREAS, the Planning and Zoning Commission held a public hearing on
13 September 8, 2022, and recommended approval of Conditional Use Permit No. 467 for
14 the property generally located at 1025 West Sunshine Street and zoned HC, Highway
15 Commercial District, with a copy of the Record of Proceedings from said public hearing
16 being attached hereto and incorporated herein by this reference as "Exhibit C;" and
17

18 WHEREAS, City Council finds that sufficient evidence has been presented to
19 satisfy all applicable standards of the Land Development Code for issuance of
20 Conditional Use Permit No. 467; and
21

22 WHEREAS, the granting of such permit is deemed proper, and it is not found to
23 harm the community or injure the value, lawful use and reasonable enjoyment of
24 properties in the vicinity of 1025 West Sunshine Street.
25

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

29 Section 1 – City Council adopts the City staff's specific findings of fact on the
30 proposed conditional use as set forth in "Exhibit D – Attachment 3." "Exhibit D" is
31 attached hereto and incorporated herein by this reference in its entirety. Conditional Use
32 Permit No. 467 is hereby granted in accordance with and subject to the provisions of
33 Section 36-363 of the Land Development Code. Conditional Use Permit No. 467 is
34 granted for the purpose of permitting an automotive body and fender repair and paint

shop to operate as a conditional use within the HC, Highway Commercial District, located at the property described in "Exhibit B," which is attached hereto and incorporated herein by this reference, and which is generally located at 1025 West Sunshine Street.

Section 2 – Building permits, certificates of occupancy and any other required permits or approvals may be issued by the duly authorized officials of the City provided that such issuance is consistent with Section 36-363 of the Land Development Code, any other applicable City regulation or ordinance and the "Requirements for Conditional Use Permit 467" described in "Exhibit A," which is attached hereto and incorporated herein by this reference. Additionally, the provisions contained in "Exhibit A" and "Exhibit D – Attachment 2" shall govern and control the use and development of the land described in "Exhibit B," in a manner consistent with the attached site plan depicted on "Exhibit D – Attachment 4."

Section 3 – Any violation of the provisions of this Ordinance shall be grounds for the revocation of the Conditional Use Permit granted by the adoption of this Ordinance.

Section 4 – This Ordinance shall be in full force and effect from and after passage only so long as the Property and any improvements thereon conform to the conditions and requirements described in Section 36-363 of the Land Development Code, other applicable City regulations or Ordinances and this Ordinance.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022- 251

FILED: 09-27-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To permit an automotive body and fender repair and paint shop as a Conditional Use Permit within a HC, Highway commercial district generally located at 1025 W. Sunshine Street (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 467

The applicant is requesting approval of a Conditional Use Permit for an automotive body and fender repair and paint shop within a HC, Highway commercial district. The *Zoning Ordinance* requires a use permit in the HC, Highway commercial district for an automotive body and fender repair and paint shop.

CONDITIONS:

1. The regulations and standards listed on "Exhibit D - Attachment 3" shall govern and control the use and development of the land in Use Permit Number 467 in a manner consistent with the attached site plan ("Exhibit D - Attachment 4").

FINDINGS FOR STAFF RECOMMENDATION:

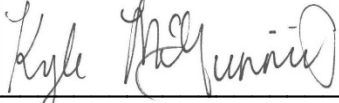
1. This application meets the approval standards for a Conditional Use Permit ("Exhibit D - Attachment 3").
2. Approval of this application is subject to the Requirements for Approval ("Exhibit D - Attachment 2") and site plan ("Exhibit D - Attachment 4").
3. Approval of this request will provide for redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

REMARKS:

The Planning and Zoning Commission held a public hearing on September 8, 2022, and recommended approval, by a vote of 7 to 0 of the proposed conditional use permit (see the attached "Exhibit C," Record of Proceedings).

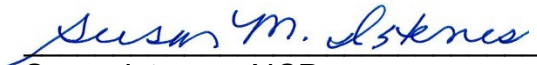
The Planning and Development staff recommends the application be approved with the conditions (see attached "Exhibit A").

Submitted by:



Kyle McGinnis, Senior Planner

Recommended by:



Susan Istenes, AICP
Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Requirements for Conditional Use Permit Number 467

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Requirements for Conditional Use Permit 467

Attachment 3, Standards and Responses for Conditional Use Permits

Attachment 4, Propose Site Plan

Attachment 5, Affidavit of Neighborhood Notification and Meeting Summary and
Neighborhood comments

EXHIBIT A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 467

1. An automotive body and fender repair and paint shop is permitted in conformance with the site plan ("Attachment 4").
2. The automotive body and fender repair and paint shop shall comply with all CUP standards ("Attachment 3").
3. The standard right-of-way width for W. Sunshine Street is 50-feet from the centerline. It appears an additional 10-feet of right-of-way is needed along W. Sunshine Street. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed within the required right-of-way.
4. There are currently three driveway access points onto the property from W. Sunshine Street. The current spacing requirements based on city code for a driveway approach on a Primary Arterial is 200 feet from edge of driveway to edge of driveway. To meet this requirement, the westernmost and easternmost driveway approaches are required to be closed if any work takes place on any of the three approaches.
5. There is not existing sidewalk along the property frontage of W. Sunshine Street. Sidewalk is required to be constructed along W. Sunshine Street to current City Standards as part of this development/rezoning or an application to the ARC to pay a fee in-lieu-of sidewalk construction must be submitted for approval. If approved, the fee must be paid prior to the issuance of a building permit.
6. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

EXHIBIT B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 467

A part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, T29N, R22W, in Springfield, Greene County, Missouri, more particularly described as follows: From the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, T29N, R22W go N $2^{\circ}10'53''$ E a distance of 45.0 feet to a point on the northerly right-of-way line of U.S. Highway Route 60 (Sunshine Street) for a point of beginning: thence N $88^{\circ}50'00''$ W along said right-of-way a distance of 355.0 feet, thence N $2^{\circ}10'53''$ E a distance of 508.28 feet (Deed 513.0'), thence S $89^{\circ}01'13''$ E a distance of 355.0 feet, thence S $2^{\circ}10'53''$ W a distance of 509.44 feet (Deed 513.0') to the point of beginning, containing 4.146 acres.

EXHIBIT C

RECORD OF PROCEEDINGS
Planning and Zoning Commission – September 8, 2022

Conditional Use Permit 467
1025 West Sunshine Street
Applicant: Clovis Breeden

Mr. Hosmer states that this is a request to permit an automobile service garage within a GR, General Retail District generally located at 1306 W. Sunshine Street. [NOTE: Due to an error in the PowerPoint presentation, Mr. Hosmer inadvertently repeated the zoning district and address information from Conditional Use Permit 466 for Conditional Use Permit 467. His statement should have indicated that this request was to permit an automobile service garage within an HC, Highway Commercial District, located at 1025 W. Sunshine. However, all documents related to this Conditional Use Permit correctly listed the zoning district and address for this request.] The Growth Management and Land Use Plan designate this area as appropriate for Medium-Intensity Retail, Office or Housing uses. The Transportation plan classifies Sunshine as a primary arterial roadway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. Stormwater detention is not required onsite. The Conditional Use Permit will:

- Allow an automotive body/fender repair and paint shop in conformance with the site plan,
- The standard right-of-way width for W. Sunshine Street is 50-feet from the centerline
- The two driveways on Sunshine must be closed (westernmost and easternmost).
- Construct sidewalk along Sunshine.

Proposed CUP meets the requirements standards and staff recommends approval.

Mr. Knuckles asked if there needs to be a repair the fence and landscaping. Mr. Hosmer noted that he believes it would require a new fence and the bufferyard would need to meet the standards.

Mr. Colony asked about the bufferyard and Mr. Hosmer stated that it would be new and required as part of the Conditional Use Permit.

Mr. Colony asked about the shared parking lot and Mr. Hosmer noted that they would share with their neighbors to the west.

Mr. Doennig opened the public hearing.

Mr. Bret Flory, Plano Texas, have been working with most the Caliber Collison in the country and the world's largest employee of their field and will have a 20% buffer space and adding a lot of trees.

Mr. Colony asked about the parking and concerned about parking cars that require repairs and Mr. Flory stated that the wrecked cars will be stored in the back.

Mr. Christopher Lebeck asked about meeting all of the environmental (EPA) requirements and Mr. Flory stated that they do meet all the environmental requirements.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Conditional Use Permit 467 (1025 West Sunshine Street). Mr. Jobe seconded the motion. Ayes: Doennig, Jobe, Colony, Pauly, Bruce, Knuckles, and Lebeck. Nays: None. Abstain: None. Absent: Broekhoven.

A handwritten signature in black ink, appearing to read "Bob Hosmer", is enclosed in a rectangular box. The signature is fluid and cursive.

Bob Hosmer, AICP
Planning Manager

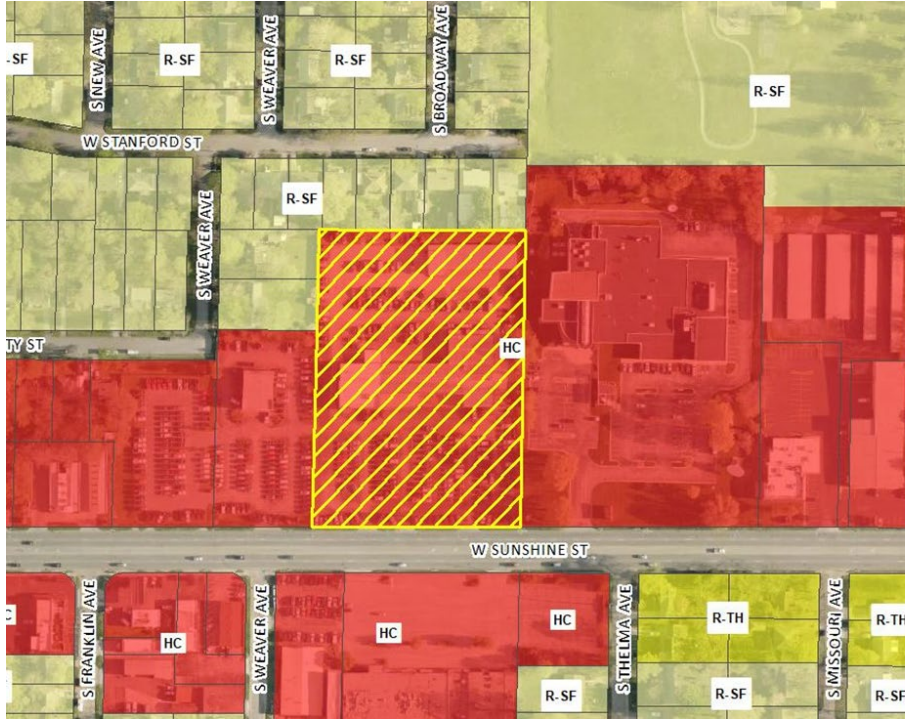
Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

SEPTEMBER 8, 2022

CITY COUNCIL PUBLIC HEARING:

OCTOBER 3, 2022


CASE NUMBER:

Conditional Use Permit 467

LOCATION: 1025 W. Sunshine Street

ACRES: 4.16 acres

EXISTING LAND USE: Vacant

APPLICANT: Clovis Breeden

STAFF: Kyle McGinnis, Senior Planner
(417) 864-1615

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

I move to adopt staff's responses in the staff report as the findings of fact and approve CUP 467. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

Request to permit an automotive body and fender repair and paint shop as a Conditional Use Permit within a HC, Highway commercial district generally located at 1025 W. Sunshine Street.

FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit.
2. Approval of this request will provide for development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	HC	HC	HC
LAND USE	Single-family homes	Vacant	KY3 Studio	Car dealership

Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



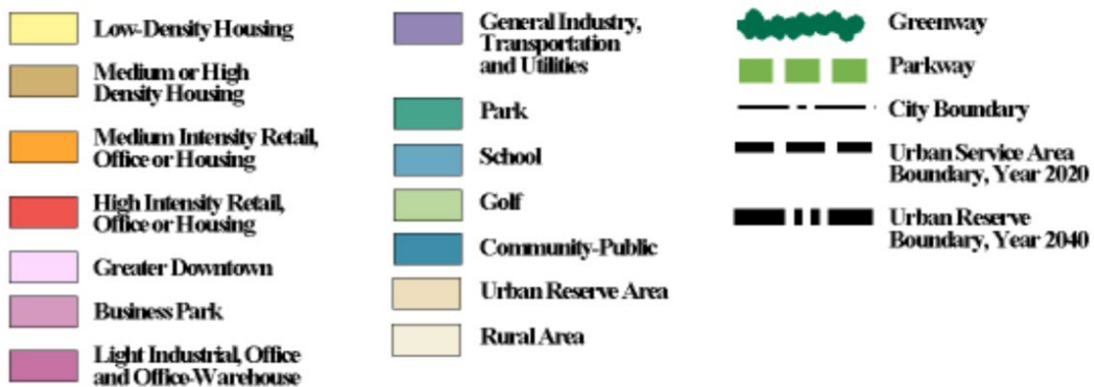
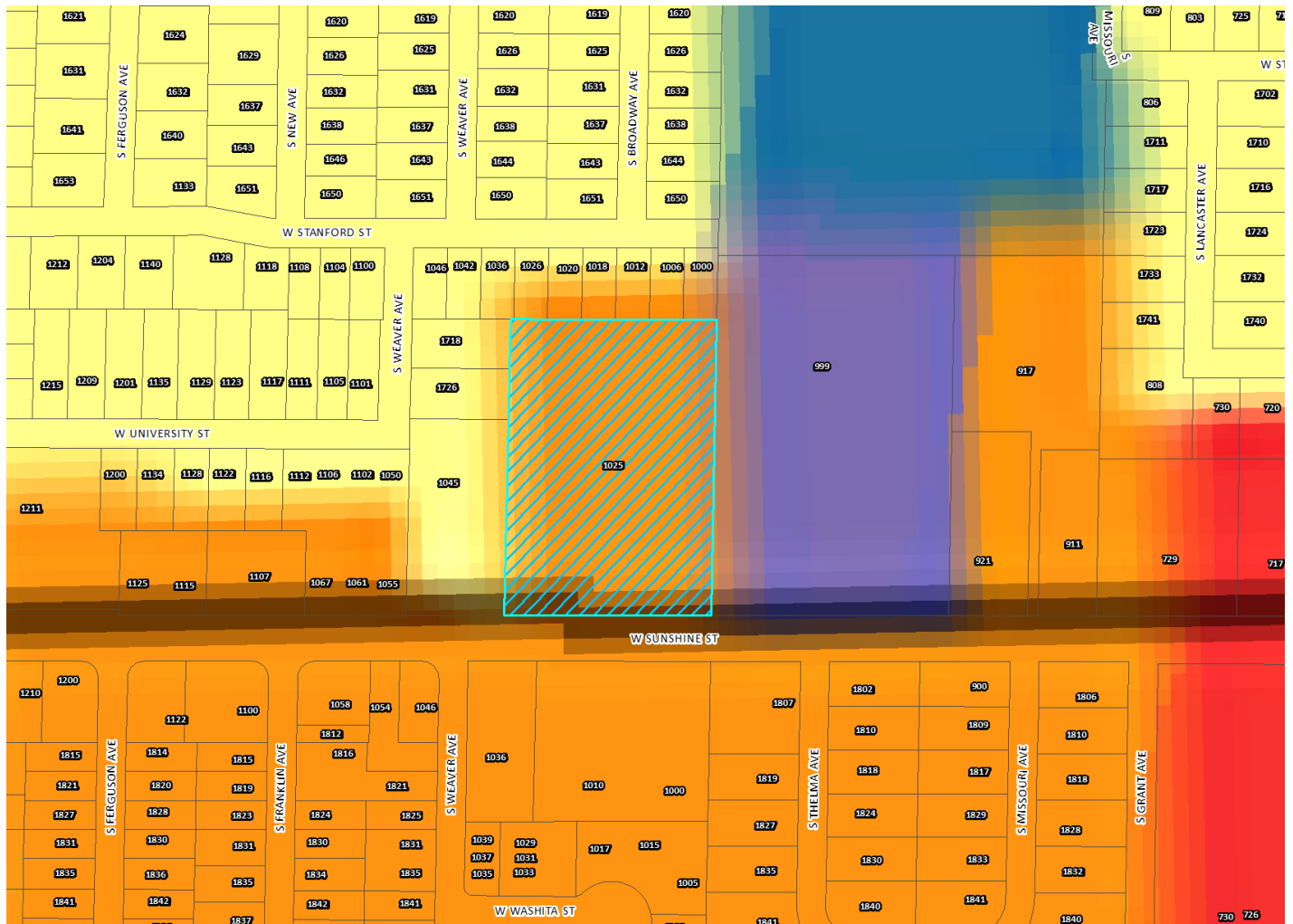
GOOGLE MAPS STREET VIEW:



Development Review Staff Report



GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property has been zoned HC, Highway commercial district since the City-wide remapping in 1995.

ZONING ORDINANCE REQUIREMENTS:

Sec. 36-363. - Conditional Use Permit

- (1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.
- (8) *Period of validity.*
- (a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18-month period:
 - 1. A building permit is obtained and the erection or alteration of a structure is started; or
 - 2. An occupancy permit is obtained and the conditional use commenced.The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.
 - (b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.
- d. *Damage or destruction.* In the event that the principal building or structure on the property is damaged or destroyed, by any means, to the extent of more than 75 percent of the replacement cost of the building or structure at the time such damage occurred, such building or structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located and the property shall not continue to be used for the uses permitted by the provisions of this section.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

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

Development Review Staff Report



STAFF COMMENTS:

1. The applicant is requesting approval of a Conditional Use Permit for an automotive body and fender repair and paint shop on the subject property within a HC, Highway commercial district. The *Zoning Ordinance* requires a use permit in the HC, Highway commercial district for such a use.
2. Approval of this request will provide for the development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties. Aside from other commercial properties, this site borders eight single-family residences to the north and northwest. The applicant has proposed site alterations which will bring the property into compliance with Code's minimum open space and landscaping requirements, including the provision of a six-foot wood privacy fence where adjacent to single-family zoning, if not already present. Refer to the attached site and landscape plan for details (Attachment 4).
3. A Traffic Impact Study is not required as the trips generated by the conditional use permit do not exceed the threshold of 1,000 trips per day or 100 trips in the AM or PM peaks.
4. A landscape plan, meeting the requirements of sections 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted and approved. Refer to Attachment 4.
5. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on August 18, 2022 regarding the use permit request. A summary of the meeting is attached (Attachment 5).

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: Mailed: 21 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

CONDITIONAL USE PERMIT 467

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues with the proposed CUP.

CITY UTILITIES COMMENTS:

No issues with the proposed CUP.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the CUP. Subject tract is served by public sewer.

FIRE DEPARTMENT COMMENTS:

No objection to the CUP. Development must comply with 2018 IFC.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Fassnight Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **is not applicable because the site is built out**. The property **does not have a stream buffer on site**.

PW Stormwater has no concerns for the proposed Conditional Use Permit. Please note that development of the property will be subject to the following conditions at the time of development:

All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022.

Detention Requirements:

1. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. In accordance with the City of Springfield Code and the manual, if the additional impervious is minimal then a fee in lieu of detention may be allowed per the Director of Public Works. A fee in lieu of detention is not permitted for this site.
 - a. The site is currently 100% impervious surface area. No stormwater detention is required for redevelopment.

Water Quality Requirements:

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.

Additional Stormwater Standards to be met:

1. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood control and Water Quality Protection Manual.

Development Review Staff Report



2. As-builts of the detention and water quality improvements are required. We would like the following as-built notes on the plans:
 - a. The Engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the Engineer to identify the list of stormwater control measures requiring certification and coordinate during construction to allow the Engineer to make any observations necessary during construction to certify the measures.
3. Operation and maintenance agreements are required for any permanent stormwater control measures. O&M will need to be approved during the process and will be reviewed by ES – Water Quality per Chapter 12 Sec 3.0.
4. Include on the Plans a calculation of the Existing Impervious Surface Area, Existing Open Space Area, Post Development Impervious Surface Area, and Post Development Open Space Area. Per Chapter 4 Sec 3.2 for Detention Summary
 - a. Existing gravel surfaces meeting the above definition are eligible for 50% Credit.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Sunshine Street as Primary Arterial roadway. The standard right-of-way width for W. Sunshine Street is 50-feet from the centerline. It appears an additional 10-feet of right-of-way is needed to meet this requirement. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed within the required right of way. This portion of W. Sunshine Street is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on W. Sunshine Street is 36,134 vehicles per day. On-street parking is not allowed along W. Sunshine Street.

DRIVEWAY ACCESS

There are currently three driveway access points onto the property from W. Sunshine Street. The current spacing requirements based on city code for a driveway approach on a Primary Arterial is 200 feet from edge of driveway to edge of driveway. To meet this requirement, the westernmost and easternmost driveway approaches are required to be closed if any work takes place on any of the three approaches.

SIDEWALK

There is not existing sidewalk along the property frontage of W. Sunshine Street. Sidewalk is required to be constructed along W. Sunshine Street to current City Standards as part of this development/rezoning or an application to the ARC to pay a fee in lieu of sidewalk construction must be submitted for approval. If approved, the fee must be paid prior to the issuance of a building permit.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are two bus stops along the property's frontage on W. Sunshine Street.

IMPROVEMENTS

None required. A Traffic Impact Study was not required.

SITE PLAN

Detailed site-specific comments.

Development Review Staff Report



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

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Sunshine Street	Primary Arterial	No	40	50
		AM Peak	PM Peak	Weekday	Weekend
	Existing Trips Generated	16	67	720	
	*Proposed Trips Generated	16	67	720	
	Additional Trips Generated	0	0	0	

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

Development Review Staff Report



REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2

CONDITIONAL USE PERMIT 467

1. An automobile service garage is permitted in conformance with the site plan (Attachment 4).
2. The automobile service garage shall comply with all CUP standards (Attachment 3).
3. The standard right-of-way width for W. Sunshine Street is 50-feet from the centerline. It appears an additional 10-feet of right-of-way is needed along W. Sunshine Street. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed within the required right of way.
4. There are currently three driveway access points onto the property from W. Sunshine Street. The current spacing requirements based on city code for a driveway approach on a Primary Arterial is 200 feet from edge of driveway to edge of driveway. To meet this requirement, the westernmost and easternmost driveway approaches are required to be closed if any work takes place on any of the three approaches.
5. There is not existing sidewalk along the property frontage of W. Sunshine Street. Sidewalk is required to be constructed along W. Sunshine Street to current City Standards as part of this development/rezoning or an application to the ARC to pay a fee in lieu of sidewalk construction must be submitted for approval. If approved, the fee must be paid prior to the issuance of a building permit.
6. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

Development Review Staff Report



STANDARDS FOR CONDITIONAL USE PERMIT 466

ATTACHMENT 3

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan.	The property is zoned High Commercial (HC). Proposed use is consistent with adjacent properties. The property is accessible from W. Sunshine Street which is a main road. It is the intent of the owner and all consultants to construct a quality project within the standards set by the City of Springfield.	The <i>Growth Management and Land Use Plan</i> element of the <i>Comprehensive Plan</i> designates this property as appropriate for Medium-Intensity Retail, Office or Housing, which the <i>Comprehensive Plan</i> equates to the HC, Highway commercial district. The conditional use requested is in general alignment with the anticipated land use patterns for this area.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	All repair activities will be conducted indoors and completely screened from public view. Public parking will be located in the front drive/parking field. All vehicles received for repair will remain behind a screened wall. Vehicles that are taken in for repairs are typically admitted by tow truck which limits our customers coming to this location.	The proposed use and site plan has been evaluated by Public Works – Traffic for its potential impact on the safety of the motoring public and of pedestrians within and around the site. Traffic's comments are provided in Attachment 1. Staff does not anticipate that this use will adversely affect the motoring public or pedestrians.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	The property is equipped with an automatic sprinkler system. The paint booth will be supplied with dry chem suppression system for the booth and mix room.	The proposed use and site plan has been evaluated by the Fire Department, which has found no concerns at this time. The development must comply with the 2018 IFC at the time of permit review.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	There will be no repair services that will be conducted outdoors. All repairs shall be within the enclosed structure. Plumbed will be designed to accommodate usage.	The proposed use and site plan has been evaluated by Public Works – Stormwater for its impact on adjacent property and has found no such issues. The applicant will be removing some of the existing impervious surface on the site to make room for Code's required open space and landscaping, both of which benefit stormwater filtration.
5. The proposed conditional use will not have noise characteristics that exceed	The type of facility proposed shall be limited to vehicle body "prep,"	The proposed use will be subject to the noise standards contained

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
the sound levels that are typical of uses permitted as a matter of right in the district.	parts replacement and finishing work room. Typical repairs include hood replacement, fender repair, hail damage, light interior, molding and windshield replacement. Inherently, there types of repairs are not loud enough to project recognizable sound beyond the proposed property lines. Furthermore, this facility shall operate with all exterior doors closed. The shop contains a full HVAC system that shall provide climate control year-round. With all doors closed, there should be no nuisance to neighboring properties in the way of noise.	in Section 36-485 of the Land Development Code. Staff does not expect for this use to produce noise levels beyond that typically associated with the type of activity proposed.
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	The facility will use existing site lighting. The proposed use is consistent with adjacent properties which are all retail/commercial. The proposal will actually produce less vehicular glare than the adjacent properties as this use generates less vehicle traffic compared to any other use in the adjacent parcels.	This site borders eight single-family residential properties to the north and northwest. As part of the required bufferyard between these residential properties and the subject site, a six-foot wood privacy fence or other form of permitted screening will be required along these shared property lines, which will screen the residents from any glare produced by vehicular lights. In addition, all exterior lights will be subject to the footcandle limitations imposed via Section 36-484 of the Land Development Code.
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	We typically provide two internally illuminated wall mounted signs. Please refer to the building elevations.	Signs are regulated by Section 36-454 of the Land Development Code and the operator is required to receive a sign permit for all signage, approved separately from the building permit.
8. Such signs will not have an adverse effect on any adjacent properties.	The wall mounted signs are internally illuminated. The intensity of the sign lighting will not cause light trespass, disabling glare or nuisance glare on surrounding properties.	Staff does not anticipate that the proposed wall signs will have a negative impact on the adjacent properties.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably	Caliber Collision generates less trips than the typical grocery, retail or restaurant user. The traffic patterns and impact on the	Public Works – Traffic has denoted in their comments that an additional 10 feet of right-of-way is needed along W. Sunshine

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
expected to be generated by the proposed use.	adjoining streets and neighborhood will be more or less identical to the previous automotive repair/auto parts user.	Street in order to meet the minimum width required as measured from the right-of-way centerline (50 feet).
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare.	Caliber Collision generates less trips than the typical grocery, retail or restaurant user. The site will be serviced with the existing infrastructure for streets and utilities. All performance standards of the City of Springfield Zoning Ordinance shall be met to ensure this development will not become a nuisance to neighboring residential property owners. The operator implements specific operational and safety guidelines that secure the on-going daily assurance of employee, customer, property and surrounding area safety.	This commercial property is located along one of Springfield's principal commercial corridors and is adjacent to other commercial properties containing similar or compatible uses. Staff does not anticipate that the proposed use will adversely impact or be incompatible with the site's surroundings.
11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to: a. The location, nature and height of buildings, structures, walls and fences on the site; and b. The nature and extent of landscaping and screening on the site.	All repair activities will be conducted indoors and completely screened from public view. Public parking will be located at the existing parking lot at the entrance adjacent to the building. All vehicles received for repair will remain behind a fenced parking area. There are no proposed changes to existing driveways. Caliber Collision takes very good care of their clients as much as their brand. Every facility is well-kept, clean, and maintained. The project will revitalize the existing building and site without deviating from the overall design features of the surrounding neighborhood. It is the intent of the owner and all consultants to construct a quality project.	The applicant intends on performing interior changes to the existing structures and does not, at this time, plan to construct any new buildings. Staff has reviewed the applicant's landscape plan for conformance with Code's minimum open space and landscaping requirements, which the landscape plan meets. In certain portions of this property, this required the removal of existing impervious surface to make room for additional living ground cover and landscape plantings.
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural	There are no proposed major modifications to the site. Most of the work will be interior.	This site does not feature any noteworthy natural or topographical features and as such will not have an adverse impact on such features.

Development Review Staff Report

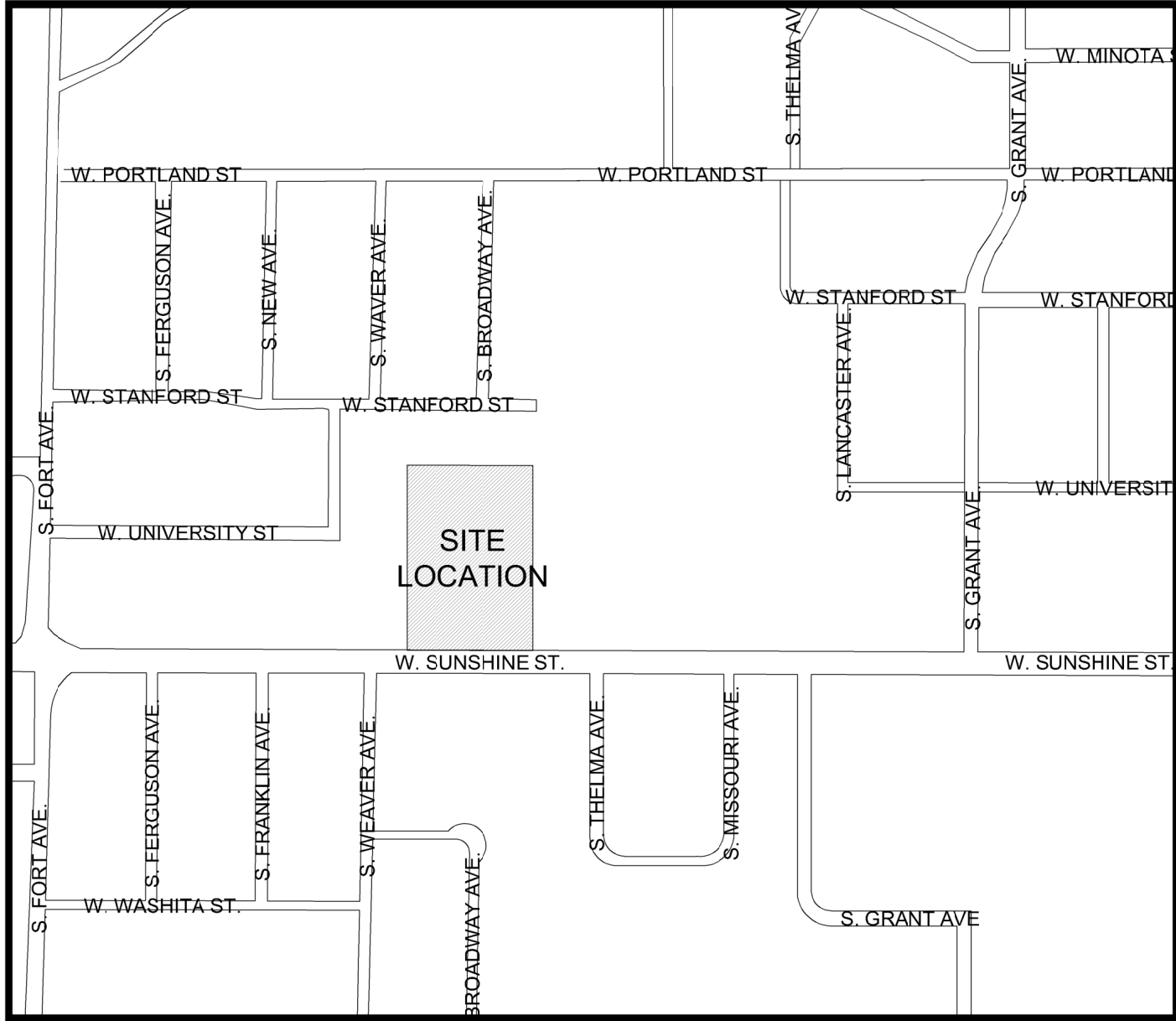


36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
topographic or physical features of the site.		
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	There are no known natural, scenic or historic features within the property or its neighbors that will be affected by the development.	Similar to the above, this site does not contain any natural, scenic, or historic features. The applicant will be performing interior changes to the existing buildings.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	No changes to the existing lot configuration have been proposed. There will be very minimal changes to the exterior of the building.	The proposed use and site plan will be subject to all lot size requirements, bulk regulations, use limitations, and performance standards as outlined by the City's Land Development Code.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	The site is accessible from W. Sunshine Street. It will promote further success to existing businesses, re-occupancy of an existing vacant facility, provide expanded job growth and assurance of good custodial care. The project will have no negative impact on surrounding areas but would enhance the built environment in the surrounding neighborhood, perform a function, and provide a service that is essential and beneficial to the community.	The proposed use would be located within the HC, Highway commercial district, along a row of commercial frontage on W. Sunshine Street – one of the City's principal commercial corridors.
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect.	The outdoor vehicle storage will be screened by an existing fence and will be secure by ornamental metal gates. Parking provided is above the minimum required by Code.	The applicant's site plan indicates that Code's minimum off-street parking requirements and design standards will be met.
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	The property has three access points from W. Sunshine Street and has shared access with adjacent properties.	As stated by the applicant, the site currently has three access points to W. Sunshine Street which they do not plan to alter at this time. The subject property currently provides cross access to their west neighbor, which the applicant intends to maintain.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian	The proposed development has no negative effect on the existing vehicular circulation.	Staff does not anticipate any issues with the property's vehicular circulation elements.

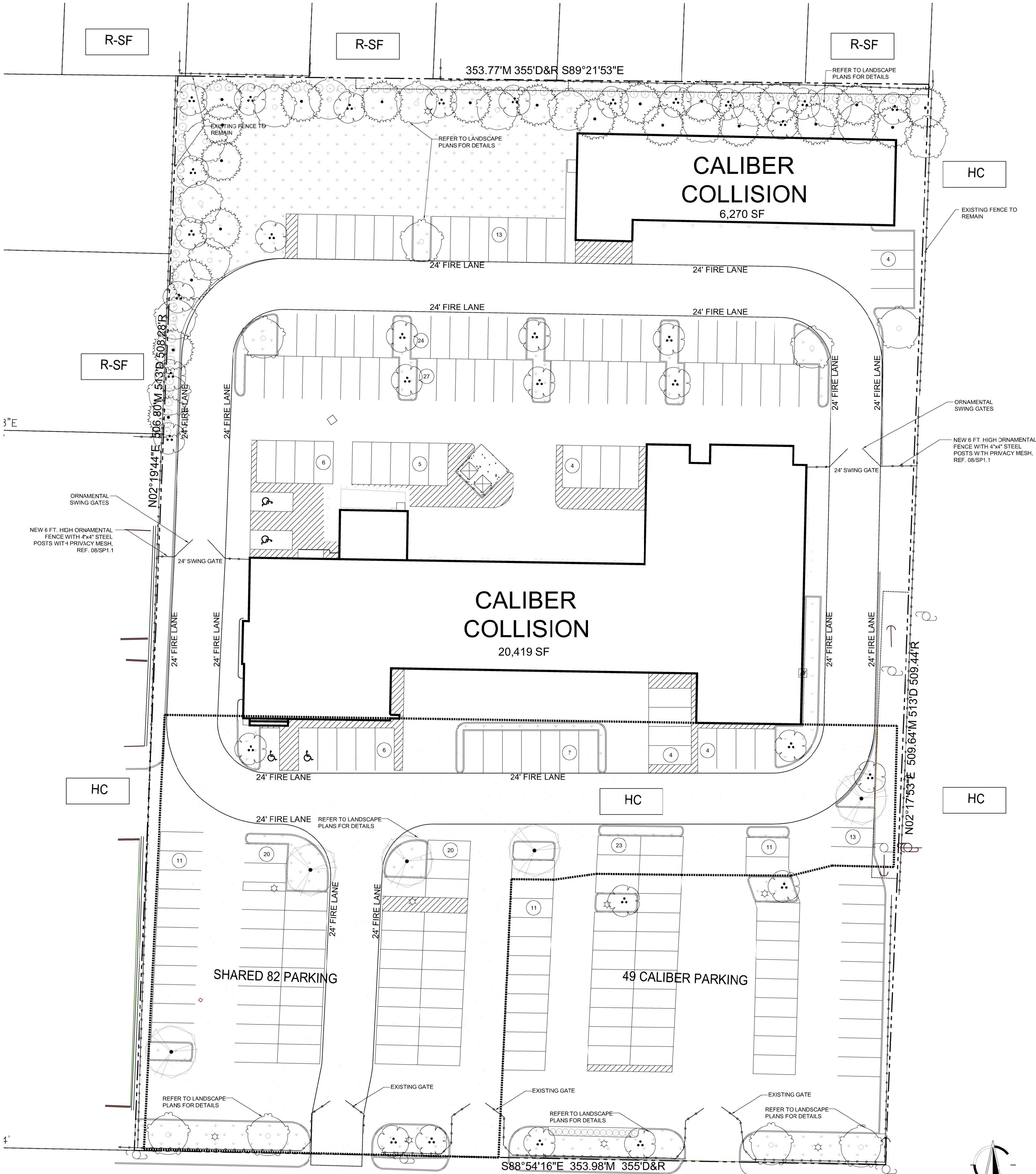
Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.		
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	The proposed development has no impact on existing easements, roadways, rail lines, utilities or public right-of-ways.	As indicated by the applicant, the proposal will not impact or interfere with existing easements, roadways, rail lines, utilities or public/private rights-of-way.
20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	It is the intent of the owner and all consultants to construct a quality project within the standards set forth by the City of Springfield.	All interior alterations to be made to the existing buildings will be subject to building permit review as administered by Building Development Services.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	The proposed development will utilize existing public facilities.	All public facilities and services needed to serve the proposed use are currently present or available to the site.

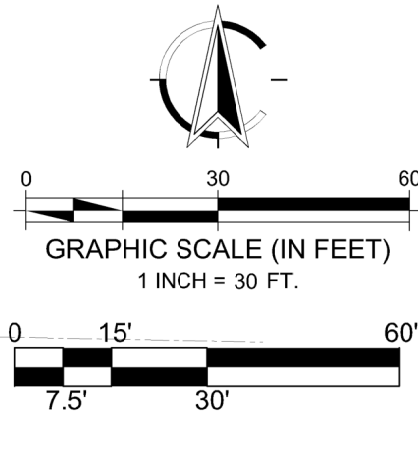


VICINITY MAP (NOT TO SCALE)



SUNSHINE STREET

01 SITE PLAN
SCALE: 1" = 30'-0"



SITE DATA		
OFFICE SQ. FT.	=	3,002 SQ. FT. ±
SHOP FLOOR SQ.FT.	=	23,289 SQ. FT. ±
TOTAL BUILDING SQ.FT.	=	26,291 SQ. FT. ±
ACREAGE TOTAL	=	
PARCEL CONTROL NUMBER: 881326307037.16		
LEGAL DESCRIPTION: BEG 40FT N SE COR SE1/4 SW1/4 26/29/22 N 513 FT S 513 FT E TO BEG(EX HWY)		
FLOOD ZONE 'X' (OUTSIDE 500 YEAR PLAIN)		
SETBACKS:		
FRONT: 25'	REAR: 0+25'	SIDES: 0+25'
PROPOSED HEIGHT	=	EXISTING
MAX. HEIGHT	=	
ZONING	HC (HIGHWAY COMMERCIAL DISTRICT)	
USE	AUTO REPAIR (BODY PAINT & REPAIR)	
WATER	(EXISTING)	
SEWER	(EXISTING)	
PARKING CALCULATIONS		
OFFICE @ 1:350 REQ'D	=	9
SHOP @ 2:SBAY REQ'D	=	42
SHOP @ 1:EMPL REQ'D	=	25
CITY TOTAL REQUIRED	=	76
TOTAL PARKING SHOWN	=	132
BICYCLE CALCULATIONS		
OFFICE @ 5% OF 10	=	X
SHOP @ 5% OF 47	=	X
CITY TOTAL REQUIRED	=	X
TOTAL BICYCLE SHOWN	=	X



BRET FLORY
1913 GARDENGROVE COURT
PLANO, TEXAS 75075
PH: 972.467.9749

CALIBER COLLISION

CONCEPTUAL SITE PLAN

1025 W. SUNSHINE
SPRINGFIELD.MO

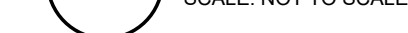
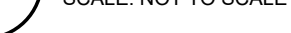
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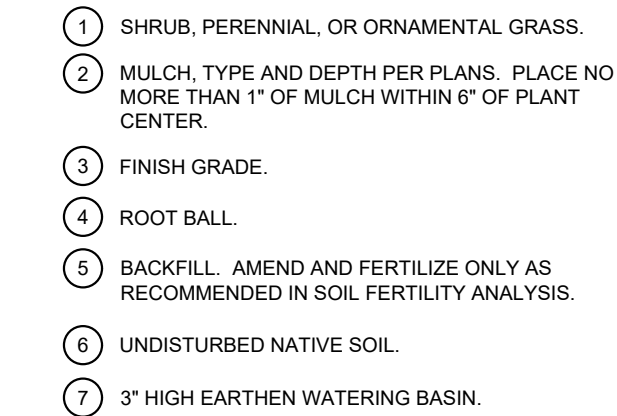
- A. ALL MANUFACTURED PRODUCTS SHALL BE NEW.

1. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR

LANDSCAPE AREAS ARE WITHIN $\pm 0.1'$ OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.



- NOTES:
1. SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
 2. REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT EXCEEDS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE SUCH THAT THE ROOT FLARE IS 1/2" ABOVE UNDISTURBED SOIL, AND THE ROOT FLARE IS 2"-4" ABOVE FINISH GRADE.
 3. FOR BAB TREES, CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE PLACING TREE IN HOLE. CUT OFF AND REMOVE REMAINDER OF BASKET AFTER TREE IS SET IN HOLE. REMOVE ALL NYLON TIES, TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE AS MUCH BURLAP FROM AROUND ROOTBALL AS IS PRACTICAL.
 4. REMOVE ALL NURSERY STAKES AFTER PLANTING.
 5. FOR TREES 36" BOX/2.5" CAL. AND LARGER, USE THREE STAKES OR DEADEN (AS APPROPRIATE), SPACED EVENLY AROUND TREE.
 6. STAKES SHALL BE TIGHTER PACKING MATERIAL. MINIMUM 90° BENDING, BUT LOOSE ENOUGH TO ALLOW SOME TRUNK MOVEMENT IN WIND.



LANDSCAPE DETAILS AND SPECIFICATIONS



— — — — —

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: Caliber Collision Auto Body Paint & Repair Shop
2. Meeting Date & Time: August 18, 2022 at 4:00PM - 6:30PM
3. Meeting Location: 1025 W. Sunshine Springfield, MO
4. Number of invitations that were sent: 154
5. How was the mailing list generated: List was provide by the City
6. Number of neighbors in attendance (attach a sign-in sheet): 0
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

None

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

None

I, Bret Flory (*print name*), attest that the neighborhood meeting was held on August 18, 2022 (*month/date/year*), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Signature of person completing affidavit

Bret Flory
Printed name of person completing affidavit

Location 1025 W. SUNSHINE SPRINGFIELD, MD

[illegible]

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

Enclosed you have received a notice of a "Neighborhood Meeting" submitted by the applicant to discuss an application for a Conditional Use Permit in your neighborhood. For all development applications involving an advertised public hearing, City Council requires developers to hold a neighborhood meeting and invite the property owners within 500 feet of the property and to the officers of neighborhood association on file with the Department.

A "Neighborhood Meeting" is held early enough to provide adequate time for the developer to negotiate with the neighborhood in order to resolve any issues and provide any proposed changes to City staff to evaluate and include in City staff reports.

If the developer submits, an application for a change in land use or zoning the property will be posted, there will be public notifications in the newspaper and notification by mail to the property owners within 185 feet of the project.

The Land Use or Zoning Change Process:

1. Application
2. Neighborhood Meeting (500 feet notification from subject property)
3. Planning and Zoning Commission Public Hearing (185 feet notification from subject property)
4. 1st City Council Public Hearing (185 feet notification from subject property)
5. 2nd City Council Meeting to decide either to approve or to deny the change in land use or zoning

City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions at 417-864-1611.

Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Ave, Springfield Missouri 65802

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

DATE:	8/15/2022	Telephone No.	417 830-0056
YOUR NAME:	JIM LEE		
YOUR ADDRESS:	1120 W. PORTLAND ST. 65807		
PROJECT ADDRESS:	1025 W. SUNSHINE		
COMMENTS:			
This is the old Central Podge building			
no problem except no entrance from			
the back.			
only entrance			
off sunshine - Jim Lee			

Keep it clean - no wrecks or junk cars

One-rdg. _____
P. Hrngs. X
Pgs. 22
Filed: 09-27-22

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-252

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 1 acre of property generally located at 3050 East Battlefield Road
4 and 3020 South Parkview Avenue from Planned Development No.
5 222 and R-SF, Single-Family Residential District, to O-1, Office
6 District, with Conditional Overlay District No. 219; establishing
7 Conditional Overlay District No. 219; and adopting an updated
8 Official Zoning Map. (Staff and Planning and Zoning Commission
9 recommend approval.)
10 _____
11

12 WHEREAS, an application has been filed for a zoning change of the property
13 generally located at 3050 East Battlefield Road and 3020 South Parkview Avenue from
14 Planned Development No. 222 and R-SF, Single-Family Residential District, to O-1,
15 Office District, with Conditional Overlay District No. 219; and
16

17 WHEREAS, Conditional Overlay District No. 219 shall modify the requirements of
18 the Springfield Land Development Code Section 36-400, O-1, Office District, by
19 requiring that the property described in "Exhibit B" comply with the requirements
20 described in "Exhibit A;" and
21

22 WHEREAS, following proper notice, the Planning and Zoning Commission held a
23 public hearing on September 8, 2022, a copy of the Record of Proceedings from said
24 public hearing being attached hereto and incorporated herein by this reference as
25 "Exhibit C," and said Commission made its recommendation; and
26

27 WHEREAS, the City has reviewed the applicant's request and prepared a staff
28 report concerning the application, which is attached hereto and incorporated herein by
29 this reference as "Exhibit D;" and
30

31 WHEREAS, proper notice was given of a public hearing before City Council, and
32 said hearing was held in accordance with the law.
33

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

36
37 Section 1 – The property described in "Exhibit B," which is attached hereto and
38 incorporated herein by this reference, is hereby rezoned from Planned Development
39 No. 222 and R-SF, Single-Family Residential District, to O-1, Office District, with
40 Conditional Overlay District No. 219. Springfield Land Development Code, Section 36-
41 306, 'Official zoning map and rules for interpretation,' is hereby amended, changed and
42 modified consistent with this Ordinance.

43
44 Section 2 – City Council hereby establishes Conditional Overlay District No. 219,
45 which shall contain the requirements and standards provided in "Exhibit A," which is
46 attached hereto and incorporated herein by this reference as though set forth herein.
47 The requirements of Conditional Overlay District No. 219 shall modify the requirements
48 of the Springfield Land Development Code Section 36-400, O-1, Office District, by
49 requiring the property described on "Exhibit B" comply with the requirements contained
50 in "Exhibit A."

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

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

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

63
64 Passed at meeting: _____

65
66
67 _____
68 Mayor

69 Attest: _____, City Clerk

70
71 Filed as Ordinance: _____

72
73
74 Approved as to form: Jill Bennis, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022 - 252

FILED: 09-27-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1 acre of property generally located at 3050 East Battlefield Road and 3020 South Parkview Avenue from Planned Development No. 222 and R-SF, Single-Family Residential District, to O-1, Office District and establishing Conditional Overlay District No. 219. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-18-2022/ CONDITIONAL OVERLAY DISTRICT NO. 219

The applicant is proposing to rezone approximately 1 acre of property generally located at 3050 E. Battlefield Road and 3020 S. Parkview Avenue from Planned Development No. 222 and R-SF, Single-Family Residential District, to O-1, Office District and establishing Conditional Overlay District No. 219. The intent of this rezoning application is to allow for expansion of office development.

A Conditional Overlay District has been submitted to mitigate any potential impacts of the O-1 zoning. An administrative lot combination will be required to combine subject properties into one lot. Any additional right-of-way required for Battlefield Road or Parkview Avenue shall be dedicated prior to building permit. Sidewalk is required to be constructed along the property frontage of Parkview Avenue or a fee in lieu of request submitted and approved by the Administrative Review Committee ("ARC"). Access to Battlefield Rd. will be prohibited and access to Parkview Avenue will be restricted. No buildings are allowed on the south 80 feet of the subject property. A Bufferyard Type C is required along the east property line adjacent to the residential Planned Development. A Bufferyard Type D is required along the south property line adjacent to the R-SF District.

REMARKS:

The Planning and Zoning Commission held a public hearing on September 8, 2022, and recommended to approve, by a vote of 7 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The Growth Management and Land Use Plan element of the Comprehensive Plan identifies the subject properties as appropriate for Low Density Housing. However, it should be noted that the Growth Management and Land Use Plan Element states that the Land Use Plan map, “should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement.” Despite the conflicting land use designation, Staff finds the Comprehensive Plan suggests the O-1 district is an appropriate location. The subject property is consistent with the O-1 district intent to be a restrictive district for low intensity office or professional uses which may be located outside the center city adjacent to any of the residential districts, with appropriate buffers and landscaping so as not to create an adverse effect on adjacent residential areas.
2. While R-SF is recommended for Low Density Housing land use category, the northern half of the subject property allows for office uses and the adjacent property to the west is zoned O-1, Office.
3. The Growth Management and Land Use Plan designates this area as appropriate for Low Density Housing uses; however, as an optional element, small neighborhood-oriented retail or service businesses carefully located and screened at certain locations.
4. A Conditional Overlay District (“COD”) has been submitted with the requested rezoning to mitigate potential negative impacts of the Office District to surrounding properties.
5. The proposed rezoning with COD will allow the subject properties to be administratively combined with existing PD property to the north and developed similarly to other office properties along Battlefield Road to the west.
6. This area has not changed since the adoption of the Comprehensive Plan.
7. The subject property has existing City Utilities and public sewer to serve the property.
8. The proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic or impact traffic safety in the vicinity.
9. The subject property will construct stormwater facilities to serve the property and will not substantially impact the adjacent area.

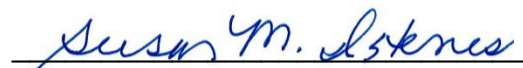
10. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.

11. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

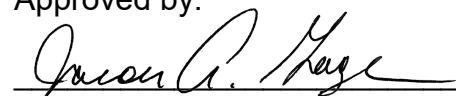
Submitted by:


Daniel Neal, Senior Planner

Recommended by:


Susan Istenes, AICP
Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Conditional Overlay District Provisions

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Conditional Overlay District Provisions

Attachment 3: Neighborhood Meeting Summary

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-18-2022 & CONDITIONAL OVERLAY DISTRICT NO. 219

The requirements of Section 36-400. of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. City's Transportation Plan classifies E. Battlefield Road as a Primary Arterial and S. Parkview Avenue as a Local - Commercial Roadway. The standard right-of-way width for E. Battlefield Road is 50-feet from the centerline and 30-feet from the centerline S. Parkview Avenue. It appears an additional 5-feet of right-of-way is needed along both E. Battlefield Road and S. Parkview Avenue. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed or placed within the required right of way.
2. No access is allowed to E. Battlefield Road from the subject property.
3. Based on city code, access to the property from S. Parkview Avenue must be 180-feet from the nearest right of way line at the intersection with W. Battlefield Road. The existing access does not meet this requirement. If the existing access on S. Parkview Avenue is modified at the time of development, it will be required to be relocated south to meet the 180-foot requirement. Any additional access will be required to meet City of Springfield spacing standards specified in Chapter 98 of City Code.
4. Per City Code Section 36-471, sidewalks are required to be constructed along the property frontage of S. Parkview Drive at the time of development. If Public Improvement Plans are required for the project, the sidewalk must be included in the PIP. The developer has the option to request approval from the ARC to pay a fee in lieu of sidewalk construction. If approved, the fee must be paid prior to approval of a building permit.
5. An administrative lot combination is required to be submitted and approved following the City's Subdivision Regulations for the subject properties at 3050 E. Battlefield Rd. and 3020 S. Parkview Avenue.
6. No buildings are permitted on the south 80 feet of the subject property.
7. A Bufferyard Type C is required along the east property line adjacent to the residential Planned Development. A Bufferyard Type D is required along the south property line adjacent to the R-SF District.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-18-2022 & CONDITIONAL OVERLAY DISTRICT NO. 219

Lots 1, 2, and 3 of Lakeside Subdivision Block A, a subdivision in Springfield, Greene County, Missouri.

EXHIBIT C

RECORD OF PROCEEDINGS
Planning and Zoning Commission – September 8, 2022

Z-18-2022 w/COD #219

3050 East Battlefield Road

Applicant: Dean and Teresa McClish

Mr. Hosmer states that this is a request to rezone approximately 1 acre of property generally located at 3050 E. Battlefield Road and 3020 S. Parkview Avenue from Planned Development No. 222 and R-SF, Single-Family Residential District to O-1, Office District and establishing Conditional Overlay District No. 219. The Growth Management and Land Use Plan designate this area as appropriate for Low Density Housing uses, however the northern portion of the property was zoned PD for office uses. The transportation plan classifies Battlefield as a primary arterial and Parkview Avenue as a local roadway. This is consistent with the Office district intent to be used as transitions between more intense and residential uses. A Traffic Impact Study is not required, and the property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. The site already has processed a fee in lieu of Stormwater detention. The proposed zoning and uses will not have a substantial impact on the public street system, public utilities, pedestrian traffic or impact traffic safety in the vicinity. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied. The Conditional Overlay District will:

- Require ROW to meet City Standard Widths-Battlefield and Parkview,
- No access to Battlefield and limit access to Parkview 180 ft from Battlefield intersection,
- Sidewalks along Parkview,
- Administrative lot combination of all lots into one,
- No builds allowed on the south 80 feet and
- Bufferyard Type C on eastside and a Type D bufferyard on the southside.

Staff recommends approval.

Mr. Doennig opened the public hearing.

Ms. Angela Scaletty, 3050 E. Battlefield Road and have been a tenant of the property and represent the owner and here on behalf of my business partner.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Z-18-2022 w/COD #219 (3050 East Battlefield Road). Mr. Jobe seconded the motion. Ayes: Doennig, Jobe, Colony, Pauly, Bruce, Knuckles, and Lebeck. Nays: None. Abstain: None. Absent: Broekhoven.

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

Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

September 8, 2022

CITY COUNCIL PUBLIC HEARING:

October 3, 2022


CASE: Z-18-2022 w/COD #219

ACRES: Approximately 1 acre

LOCATION: 3050 E. Battlefield Road and 3020 S. Parkview Avenue.

EXISTING LAND USE: Office building and uses

APPLICANT: Dean & Teresa McClish Trust

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

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION: Move to recommend approval as submitted in the staff report.

REQUIRED VOTE: A majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

Request to rezone approximately 1 acre of property generally located at 3050 E. Battlefield Road and 3020 S. Parkview Avenue from Planned Development No. 222 and R-SF, Single-Family Residential District to O-1, Office District and establishing Conditional Overlay District No. 219.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject properties as appropriate for Low Density Housing. However, it should be noted that the *Growth Management and Land Use Plan Element* states that the *Land Use Plan* map, "should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement." Despite the conflicting land use designation, Staff finds the *Comprehensive Plan* suggests the O-1 district is an appropriate location. The subject property is consistent with the O-1 district intent to be a restrictive district for low intensity office or professional uses which may be located outside the center city adjacent to any of the residential districts, with appropriate buffers and landscaping so as not to create an adverse effect on adjacent residential areas.
2. While R-SF is recommended for Low Density Housing land use category, the northern half of the subject property allows for office uses and the adjacent property to the west is zoned O-1, Office.
3. The *Growth Management and Land Use Plan* designates this area as appropriate for Low Density Housing uses; however, as an optional element, small neighborhood-oriented retail or service businesses carefully located and screened at certain locations.
4. A Conditional Overlay District has been submitted with the requested rezoning to mitigate potential negative impacts of the Office District to surrounding properties.
5. The proposed rezoning with COD will allow the subject properties to be administratively combined with existing PD property to the north and developed similarly to other office properties along Battlefield Road to the west.

Development Review Staff Report



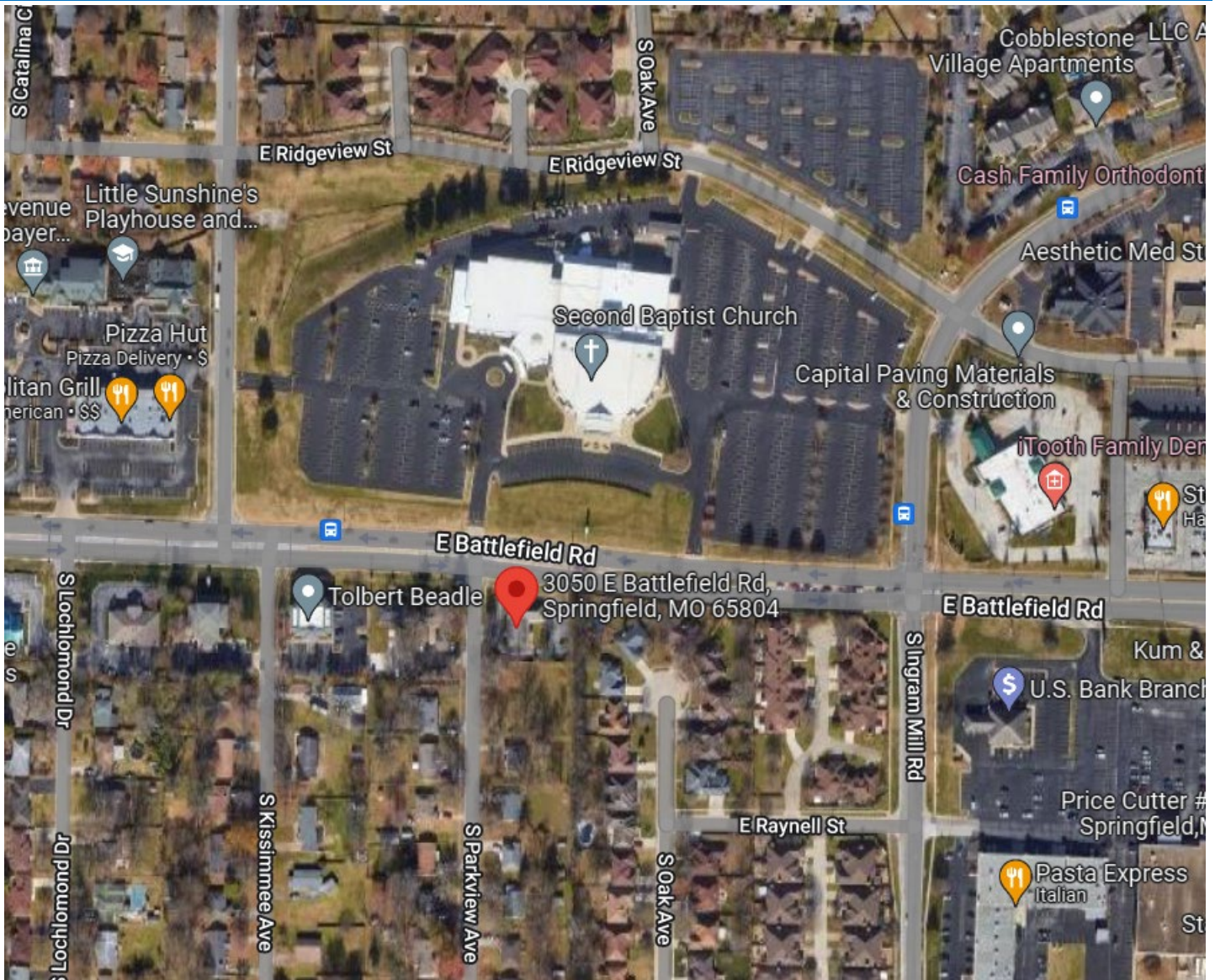
6. This area has not changed since the adoption of the Comprehensive Plan.
7. The subject property has existing City Utilities and public sewer to serve the property.
8. The proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic, or impact traffic safety in the vicinity.
9. The subject property will construct stormwater facilities to serve the property and will not substantially impact the adjacent area.
10. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.
11. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	PD 317	R-SF	PD 7, 1 st Am.	O-1 and R-SF
LAND USE	Church	Single-family residential uses	Single-family residential uses	Office and single-family residential uses

Development Review Staff Report

SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)

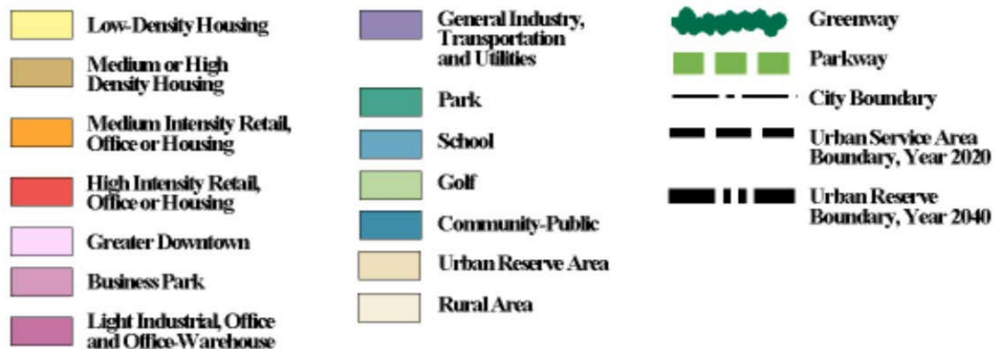
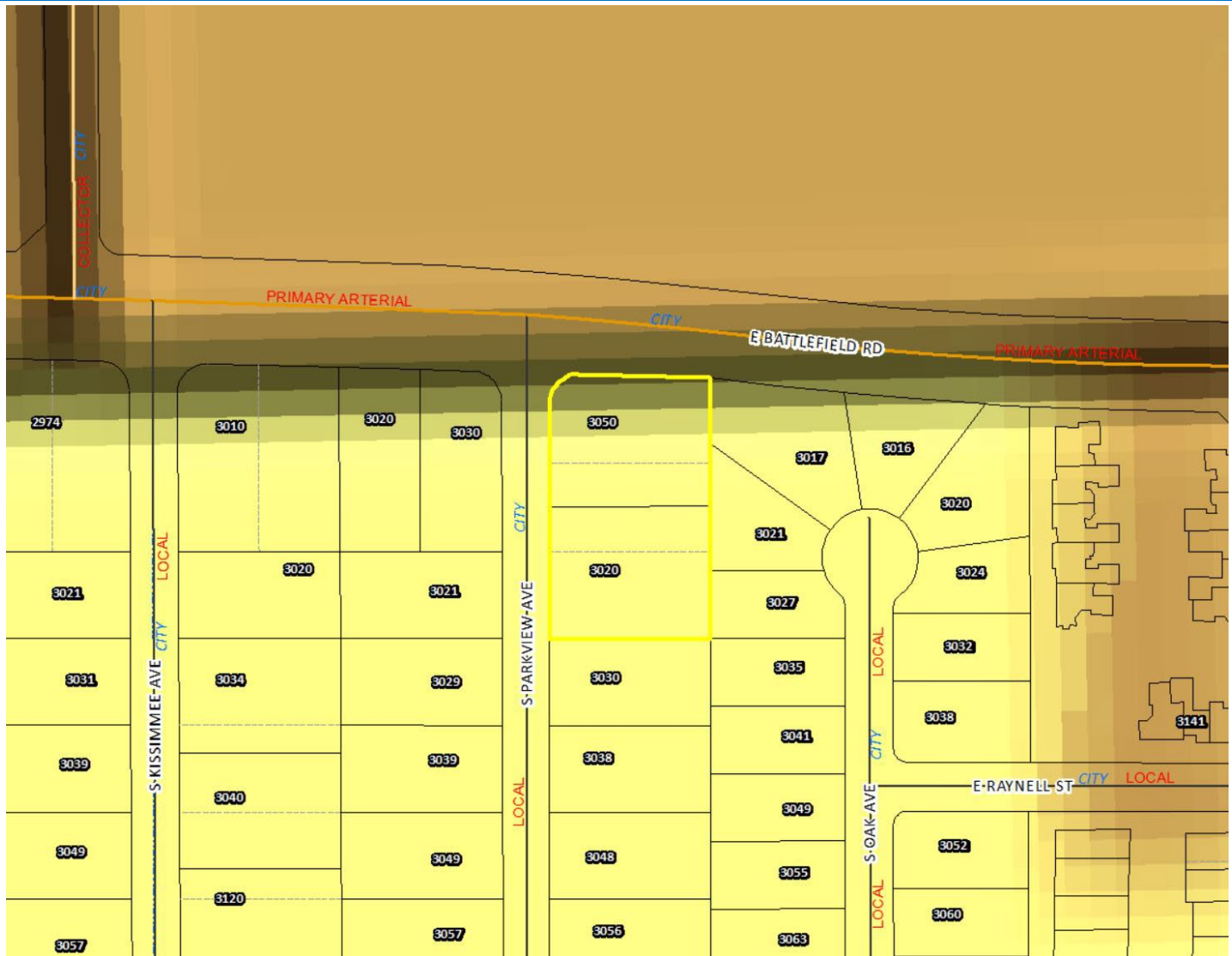


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property was annexed in 1966 and the north half is currently zoned, PD 222 and south half, R-SF. The Planned Development for professional offices and services was approved by City Council in 1998. The final development plan was approved by City Council on March 15, 1999 with Special Ordinance No. 23605.

PLANNING AND ZONING COMMISSION AUTHORITY:

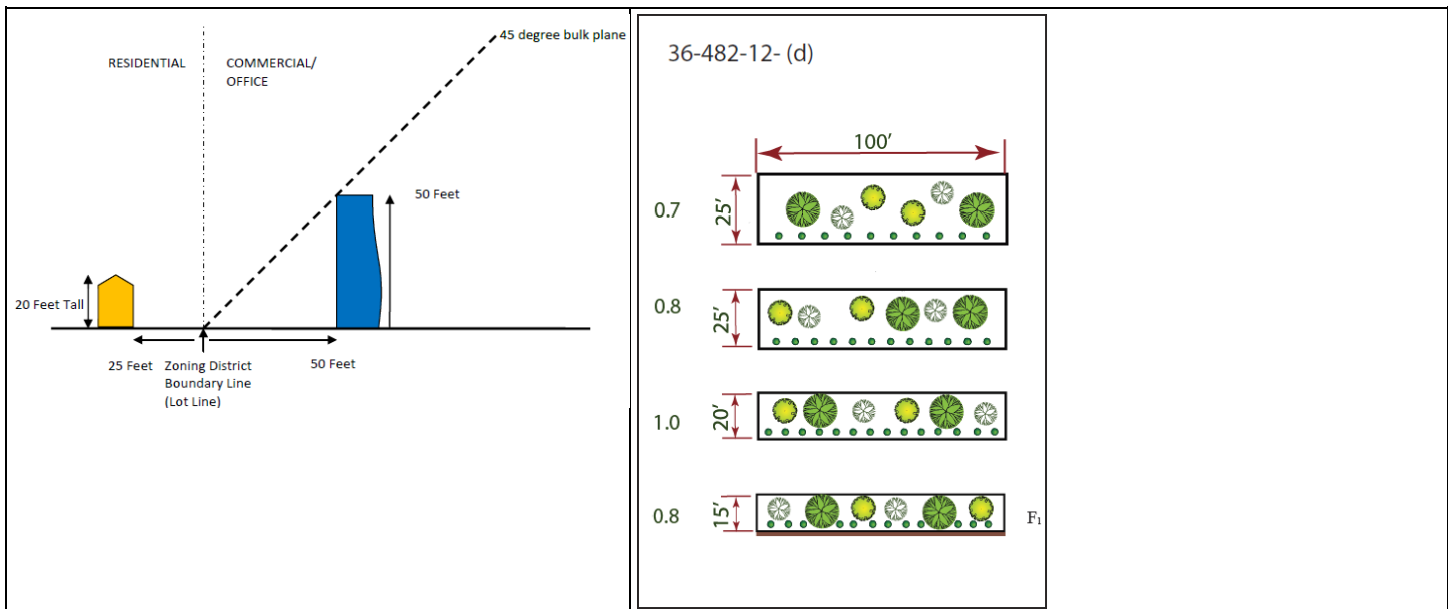
Sec. 36-367. – Amendments

(7) Findings by the commission.

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

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR O-1
Use Limitations	(a) All activities and permitted uses except off-street parking and loading facilities, drive-thru facilities, and day care activities shall be conducted entirely within a completely enclosed building.
Maximum Structure Height	35 feet, except that all structures shall remain below a 45-degree bulk plane as measured from the boundary of any R-SF or R-TH district
Front Yard Setback	25 feet along a street classified as a collector or higher or 15 feet along a street classified as a local street
Side and Rear Setbacks	<i>Side yard:</i> Ten feet on each side of a lot or as required by section 36-453, supplemental open space and yard regulations, provided that no side yard is required for any building that has a common wall on a lot line. <i>Rear yards:</i> Twenty percent of the lot depth, but may not be less than ten feet nor more than 25 feet be required.
Open Space Requirement	Not less than 20% of the total lot area
Design Requirements	Standard per code
BULK PLANE	BUFFERYARD AND LANDSCAPING
45-degree bulk plane is required from the boundaries of a R-SF zoning district.	Bufferyard Type D along south property line, Bufferyard Type C along the east property line



COMPATIBILITY WITH COMPREHENSIVE PLAN:

The Major Thoroughfare Plan classifies Battlefield Road as a primary arterial and Parkview Avenue as a local roadway. Non-residential uses exist at all other corners of this intersection.

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* states that protection of our existing residential neighborhoods is a prime concern. It is important to ensure that new land uses are not detrimental to residential areas and to recognize the vulnerability of residential areas to certain adverse impacts. This objective does not mean that non-residential land uses are automatically inappropriate in residential areas; it means that design and location criteria must take into account the existing residential areas. Mixed land uses, as well as mixed residential densities, will need to be accommodated in the future. These must be accommodated with sensitivity to existing residential neighborhoods. The plan encourages mixed use. However, where commercial areas are concentrated, they should be sited and designed to have a minimal effect on adjacent lower-intensity development, and the environment.

The *Community Physical Image and Character Plan* element of the *Comprehensive Plan* developed goals to improve the visual appearance of the urban area and the *Growth Management and Land Use Plan* element encourages the protection of residential neighborhoods from adverse impacts of proposed development and inappropriate land use changes. New development should be compatible with existing development in terms of scale, materials, rooflines, setbacks and open space.

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* also states that new development should be compatible with existing development in terms of scale, materials, rooflines setbacks and open space. Landscaped transitions should be used between sharply differing types of land use. Encourage the effective use of location, design and landscaping of commercial uses to screen and buffer neighborhoods from lights, signs, traffic noise and pollution, and other factors incompatible or conflicting with adjacent land uses. These practices will help ensure the integrity and function of the road system, reduce the length and frequency of auto trips, minimize impact on residential areas and contribute to the overall attractiveness of the community.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 1 acre of property generally located at 3050 E. Battlefield Road and 3020 S. Parkview Avenue from Planned Development No. 222 and R-SF, Single-Family Residential District to O-1, Office District and establishing Conditional Overlay District No. 219. The intent of this rezoning application is to allow for expansion of office development.
2. The proposed O-1 zoning district is designed to be a restrictive district for low intensity office or professional uses which may be located outside the center city adjacent to any of the residential districts, with appropriate buffers and landscaping so as not to create an adverse effect on adjacent residential areas.

Development Review Staff Report



3. A Conditional Overlay District has been submitted to mitigate any potential impacts of the O-1 zoning. An administrative lot combination will be required to combine subject properties into one lot. Any additional right-of-way required for Battlefield Road or Parkview Avenue shall be dedicated prior to building permit. Sidewalk is required to be constructed along the property frontage of Parkview Avenue or a fee in lieu of request submitted and approved by the ARC. Access to Battlefield Rd. will be prohibited and access to Parkview Avenue will be restricted. No buildings are allowed on the south 80 feet of the subject property. A Bufferyard Type C is required along the east property line adjacent to the residential Planned Development. A Bufferyard Type D is required along the south property line adjacent to the R-SF District.
4. The O-1 restricts the maximum height of all structures to 35 feet, except that all structures shall remain below a 45-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
5. *Per Section 36-482 (7) (g) Credit for existing trees.* Any trees preserved on a site in required bufferyards and perimeter landscaping areas and meeting the specifications in this section may, at the discretion of the director, be credited toward meeting the tree requirements of any landscaping provision of this section. Any tree for which credit is given shall be in a condition that encourages long-term survival and in a location that conforms to the intent and standards of the Zoning Ordinance.
6. Perimeter landscaping will be required along Battlefield Road and Parkview Avenue when off-street parking is within 50 feet of the public right-of-way.
7. A Traffic Impact Study is not required as the potential increase for trips generated by the zoning change do not exceed 100 vehicles in the a.m. or p.m. peak or 1,000 vehicles per day.
8. The proposed rezoning was reviewed by City departments, these comments are contained in Attachment 1.

NEIGHORHOOD MEETING:

The applicant held a neighborhood meeting on August 15, 2022, regarding the rezoning request. A summary of the meeting is attached (Attachment 3).

PUBLIC NOTIFICATIONS:

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

Notices sent to property owners within 185 feet: Mailed: 16 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

CITY UTILITIES:

No issues with re-zoning.

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to rezoning. Both existing tracts have access to public sewer.

FIRE DEPARTMENT:

No issues.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Galloway Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **is not applicable because the fee in lieu of detention application has already been processed for site.** The property **does not have a stream buffer on site.**

PW Stormwater has no concerns for the proposed zoning. Please note that development of the property will be subject to the following conditions at the time of development:

All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022.

Detention Requirements:

1. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. In accordance with the City of Springfield Code and the manual, if the additional impervious is minimal then a fee in lieu of detention may be allowed per the Director of Public Works. Detention has already been processed with a Fee in Lieu of Detention for both 3050 and 3020 E Battlefield (Apps 0578 and 0766)

Water Quality Requirements:

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.

Additional Stormwater Standards to be met:

1. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.
2. As-builts of the detention and water quality improvements are required. we would like the following as-built notes on the plans:

Development Review Staff Report



- a. The Engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the Engineer to identify the list of stormwater control measures requiring certification and coordinate during construction to allow the Engineer to make any observations necessary during construction to certify the measures.
3. Operation and maintenance agreements are required for any permanent stormwater control measures. O&M will need to be approved during the process and will be reviewed by ES-Water Quality per Chapter 12 Sec. 3.0.
4. Include on the Plans a calculation of the Existing Impervious Surface Area, Existing Open Space Area, Post Development Impervious Surface Area, and Post Development Open Space Area. Per Chapter 4 Sec 3.2 for Detention Summary
 - a. Existing gravel surfaces meeting the above definition are eligible for 50% Credit.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Battlefield Road as a Primary Arterial and S. Parkview Avenue as a Local - Commercial Roadway. The standard right-of-way width for E. Battlefield Road is 50-feet from the centerline and 30-feet from the centerline S. Parkview Avenue. It appears an additional 5-feet of right-of-way is needed along both E. Battlefield Road and S. Parkview Avenue. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed or placed within the required right of way. E. Battlefield Road and S. Parkview Avenue are city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count for E. Battlefield Road is 19,536 vehicles per day. There are no traffic counts for S. Parkview Avenue. On-street parking is not allowed along E. Battlefield Road but is allowed along S. Parkview Avenue.

DRIVEWAY ACCESS

There is currently no driveway access onto the property from E. Battlefield Road and one driveway access point to the property from S. Parkview Avenue. No access will be allowed to E. Battlefield Road. Based on city code, access to the property from S. Parkview Avenue must be 180-feet from the nearest right of way line at the intersection with W. Battlefield Road. The existing access does not meet this requirement. If the existing access on S. Parkview Drive is modified at the time of development, it will be required to be relocated south to meet the 180-foot requirement. Any additional access will be required to meet City of Springfield spacing standards specified in Chapter 98 of City Code.

SIDEWALK

There is existing sidewalk along the property frontage of E. Battlefield Road and along a portion of the property along S. Parkview Avenue. Sidewalk will be required to be constructed at the time of development along the entire property frontage on S. Parkview Avenue.

TRAILS, BUS STOPS, & INFORMATION

The Galloway Greenway Trail is in the area surrounding the property pertaining to this zoning. There is one bus stop along E. Battlefield Road in the vicinity of the property pertaining to this zoning.

IMPROVEMENTS

A Traffic Impact Study is not required as the potential increase for trips generated by the zoning change do not exceed 100 vehicles in the a.m. or p.m. peak or 1,000 vehicles per day.

TRAFFIC - TABLE 1: REZONING DETAILS

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

Development Review Staff Report



				(ft.) (Approx.)	(ft.)
Street 1	E. Battlefield Road	Primary Arterial	No	45	50
Street 2	S. Parkview Avenue	Local	Yes	25	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		2	2.5	24	
*Proposed Trips Generated		9	11	120	
Additional Trips Generated		7	8.5	96	

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

Development Review Staff Report



REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2

CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-18-2022 & CONDITIONAL OVERLAY DISTRICT NO. 219

The requirements of Section 36-400. of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. City's Transportation Plan classifies E. Battlefield Road as a Primary Arterial and S. Parkview Avenue as a Local - Commercial Roadway. The standard right-of-way width for E. Battlefield Road is 50-feet from the centerline and 30-feet from the centerline S. Parkview Avenue. It appears an additional 5-feet of right-of-way is needed along both E. Battlefield Road and S. Parkview Avenue. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed or placed within the required right of way.
2. No access is allowed to E. Battlefield Road from the subject property.
3. Based on city code, access to the property from S. Parkview Avenue must be 180-feet from the nearest right of way line at the intersection with W. Battlefield Road. The existing access does not meet this requirement. If the existing access on S. Parkview Avenue is modified at the time of development, it will be required to be relocated south to meet the 180-feet requirement. Any additional access will be required to meet City of Springfield spacing standards specified in Chapter 98 of City Code.
4. Per City Code Section 36-471, sidewalks are required to be constructed along the property frontage of S. Parkview Drive at the time of development. If Public Improvement Plans are required for the project, the sidewalk must be included in the PIP. The developer has the option to request approval from the ARC to pay a fee in lieu of sidewalk construction. If approved, the fee must be paid prior to approval of a building permit.
5. An administrative lot combination is required to be submitted and approved following the City's Subdivision Regulations for the subject properties at 3050 E. Battlefield Rd. and 3020 S. Parkview Avenue.
6. No buildings are permitted on the south 80 feet of the subject property.
7. A Bufferyard Type C is required along the east property line adjacent to the residential Planned Development. A Bufferyard Type D is required along the south property line adjacent to the R-SF District.

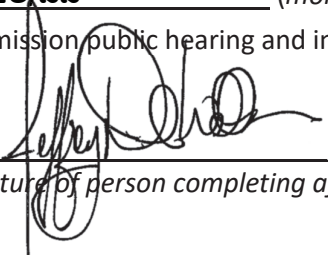
AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: PD-222 and RSF to O-1
(existing zoning) (proposed zoning)
2. Meeting Date & Time: August 15, 2022, 4:00pm to 6:30pm
3. Meeting Location: 3050 E Battlefield
4. Number of invitations that were sent: Unknown, the City provided the List
5. How the mailing list was generated: City provided mailing labels
6. Number of neighbors in attendance (attach a sign-in sheet): 6
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

Repair of existing fences and clearing out overgrown vegetation at existing fences. Explained that fences are required as part of the bufferyard(s). The overgrown brush will be cleared away and the existing fences will remain and be fixed where necessary.
 Save the existing large trees. Showed on the plans where the two largest trees will try to be preserved.
 Trim trees as needed along east property line to clear overhead utility line. Discussed that crews coordinated by CU are needed to clear these limbs, and that we will try to get it done.
 Concerned about height of new structures. Explained the bulk plane and practical limits on the site. Showed that a proposed south building is one story, but it is physically possible for the site to contain a two-story building.

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

I, **Jeffrey David Wells** (print name), attest that the neighborhood meeting was held on **8/15/22** (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."


Signature of person completing affidavit

Jeffrey David Wells
Printed name of person completing affidavit

Attendance Sheet

Planning and Zoning Commission Page 13 of 13

One-rdg. _____
P. Hrngs. X
Pgs. 17
Filed: 09-27-22

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 253

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 0.29 acres of property generally located at 1331 North Stewart
4 Avenue from GM, General Manufacturing District, to LI, Light
5 Industrial District; and adopting an updated Official Zoning Map.
6 (Staff and Planning and Zoning Commission recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 1331 North Stewart Avenue from GM, General Manufacturing
11 District, to LI, Light Industrial District; and
12

13 WHEREAS, following proper notice, the Planning and Zoning Commission held a
14 public hearing on September 8, 2022, a copy of the Record of Proceedings from said
15 public hearing being attached hereto and incorporated herein by this reference as
16 "Exhibit B," and said Commission made its recommendation; and
17

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

22 WHEREAS, proper notice was given of a public hearing before City Council, and
23 said hearing was held in accordance with the law.
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 property described in "Exhibit A," which is attached hereto and
29 incorporated herein by this reference, is hereby rezoned from GM, General
30 Manufacturing District, to LI, Light Industrial District. Springfield Land Development
31 Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby
32 amended, changed and modified consistent with this Ordinance.
33

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

39
40 Section 3 – The Official Zoning Map herein adopted shall be maintained and
41 archived in the same digital form in which this Council has approved its adoption.

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

45
46 Passed at meeting: _____

47
48 _____
49 Mayor

50
51 Attest: _____, City Clerk

52
53 Filed as Ordinance: _____

54
55
56 Approved as to form: Jill Bennis, Assistant City Attorney

57
58 Approved for Council action: Jason A. Hays City Manager
59

EXPLANATION TO COUNCIL BILL 2022 - 253

FILED: 09-27-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.29 acres of property generally located at 1331 N. Stewart Avenue from GM, General manufacturing district to LI, Light industrial district. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-20-2022

The applicant is requesting to rezone approximately 0.29 acres of property generally located at 1331 N. Stewart Avenue from GM, General manufacturing district to LI, Light industrial district. The applicant intends to locate an adult daycare facility within the existing building located on-site, which this rezoning is meant to accommodate.

REMARKS:

The Planning and Zoning Commission held a public hearing on September 8, 2022, and recommended to approve, by a vote of 7 to 0.

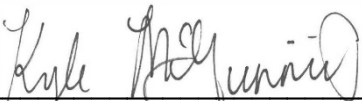
The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* designates this site as appropriate for Low-Density Housing, and the surrounding area contains a mix of the Low-Density Housing and Medium Intensity Retail, Office, or Housing designations. However, it should be noted that the *Growth Management and Land Use Plan* states that the *Land Use Plan* map, "... should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement." The *Growth Management and Land Use Plan's* land use designations in this area are at conflict with long-standing existing conditions, which include a mix of commercial, office, and industrial uses throughout the area bound by N. Glenstone Avenue to the west, E. Bergman Street to the south, N. Nias Avenue to the east, and E. Division Street to the north.

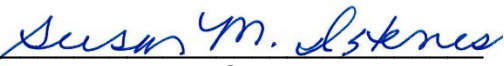
2. The applicant has not requested to deviate significantly from the GM, General manufacturing district, instead requesting to rezone the property to the most suitable industrial district which would permit their desired use, maintaining a level of consistency and compatibility with those land uses already present in this area. Should the rezone request be approved, the applicant intends to establish an adult day care within the existing building on site.
3. The subject property has existing City Utilities. Public sewer is available to the subject property.
4. The proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic, or impact traffic safety in the vicinity.
5. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

Submitted by:



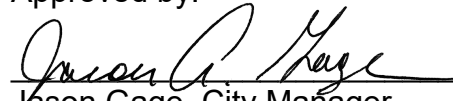
Kyle McGinnis, Senior Planner

Recommended by:



Susan Istenes, AICP
Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Record of Proceedings

Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Neighborhood Meeting Summary

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-20-2022

TRACT A: - ALL OF THE NORTH 14.10 FEET OF LOT 11 AND ALL OF LOT 9 AND THE SOUTH 5 FEET OF LOT 7 IN VOSS SUBDIVISION PER THE RECORDED PLAT THEREOF BEING RECORDED IN PLAT BOOK Q AT PAGE 6, GREENE COUNTY RECORDS, GREENE COUNTY, MISSOURI; ALSO AN EASEMENT 20.00 FEET IN WIDTH FOR THE PURPOSES OF INGRESS AND EGRESS OVER AND ACROSS THE SOUTH 25.00 FEET OF LOT 7 IN VOSS SUBDIVISION EXCEPT THE SOUTH 5.00 FEET THEREOF.

EXHIBIT B

RECORD OF PROCEEDINGS
Planning and Zoning Commission – September 8, 2022

Z-20-2022

1331 North Stewart Avenue

Applicant: Troutman Enterprises, LLC

Mr. Hosmer states that this is a request to rezone approximately 0.29 acres generally located at 1331 N. Stewart Avenue from GM, General Manufacturing District to LI, Light Industrial District. The Comprehensive Plan identifies this area as designates as appropriate for Low Density Housing however the area has been zoned GM since 1995. The Transportation Plan classifies Stewart as a local roadway. A Traffic Impact Study is not required, and the property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. Stormwater detention is not required. The proposed zoning and uses will not have a substantial impact on the public street system, public utilities, pedestrian traffic or impact traffic safety in the vicinity. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied. Staff recommends approval.

Mr. Doennig opened the public hearing.

Ms. Samantha Troutman, 1331 N. Stewart Avenue and we are providing senior care and want to add an adult daycare that will work with various people with disabilities.

Mr. Doennig closed the public hearing.

Mr. Knuckles asked that adult day care falls in Light Industrial and Mr. Hosmer replied that they worked with the applicant to a district that would fit.

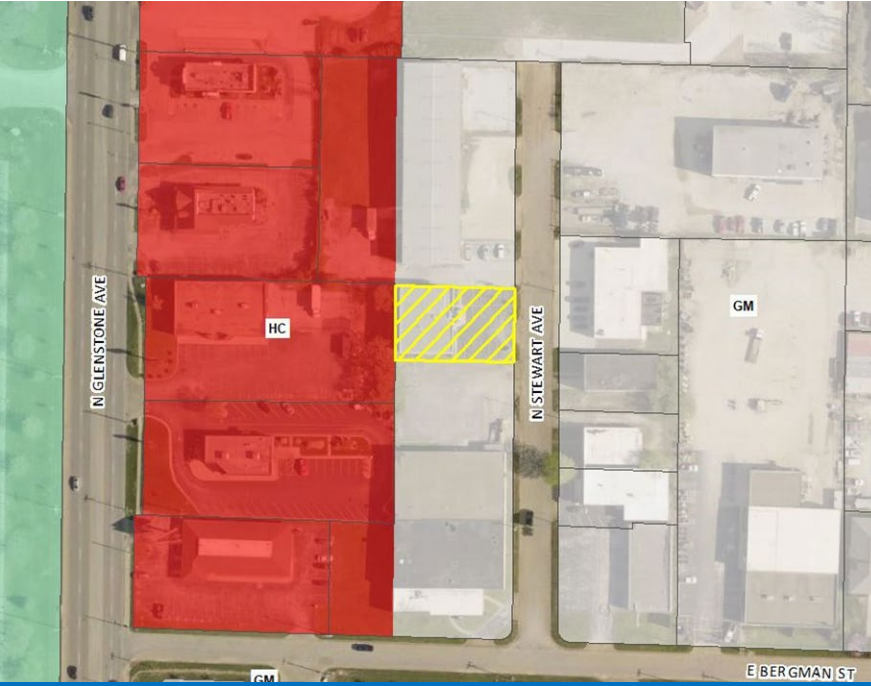
COMMISSION ACTION:

Ms. Bruce motioned to **approve** Z-20-2022 (1331 North Stewart Avenue). Mr. Lebeck seconded the motion. Ayes: Doennig, Jobe, Colony, Pauly, Bruce, Knuckles, and Lebeck. Nays: None. Abstain: None. Absent: Broekhoven.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	SEPTEMBER 8, 2022
CITY COUNCIL PUBLIC HEARING:	October 3, 2022
	CASE: Z-20-2020
	ACRES: 0.29 acres
	LOCATION: 1331 N. Stewart Avenue
	EXISTING LAND USE: Vacant Building
	APPLICANT: Troutman Enterprises, LLC
	STAFF: Kyle McGinnis, Senior Planner (417) 864-1615
	STAFF RECOMMENDATIONS: Approve
	PROPOSED MOTION: Move to approve as submitted in the staff report.
	REQUIRED VOTE: A majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

Request to rezone approximately 0.29 acres generally located at 1331 N. Stewart Avenue from GM, General Manufacturing District to LI, Light Industrial District.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management and Land Use Plan* designates this site as appropriate for Low-Density Housing, and the surrounding area contains a mix of the Low-Density Housing and Medium Intensity Retail, Office or Housing designations. However, it should be noted that the *Growth Management and Land Use Plan* states that the *Land Use Plan* map, "... should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement." The *Growth Management and Land Use Plan's* land use designations in this area are at conflict with long-standing existing conditions, which include a mix of commercial, office, and industrial uses throughout the area bound by N. Glenstone Avenue to the west, E. Bergman Street to the south, N. Nias Avenue to the east, and E. Division Street to the north.
2. The applicant has not requested to deviate significantly from the GM, General manufacturing district, instead requesting to rezone the property to the most suitable industrial district which would permit their desired use, maintaining a level of consistency and compatibility with those land uses already present in this area. Should the rezone request be approved, the applicant intends to establish an adult day care within the existing building on site.
3. The subject property has existing City Utilities. Public sewer is available to the subject property.
4. The proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic, or impact traffic safety in the vicinity.
5. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

Development Review Staff Report



SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GM	GM	GM	HC
LAND USE	Building materials business	Artist's studio	Label printing business	Hydroponic supplies business

Development Review Staff Report



SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



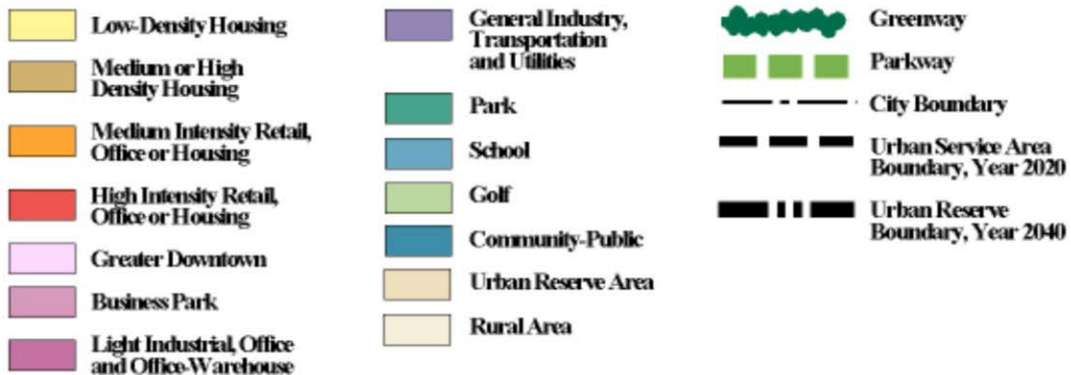
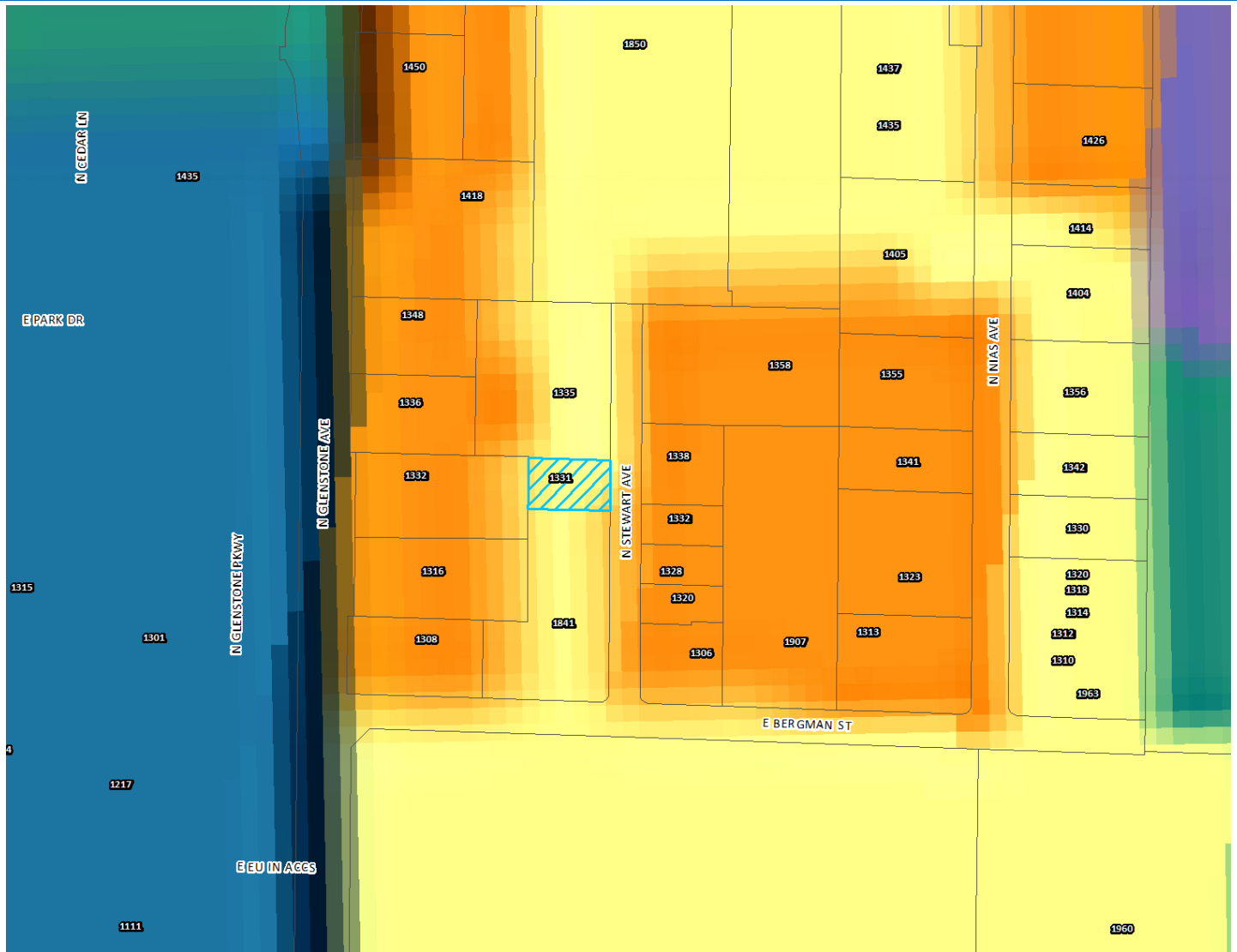
GOOGLE MAPS STREET VIEW:



Development Review Staff Report



GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property was zoned GM during the city-wide remapping in 1995.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR LI
Minimum Yard Requirements	Front yard: Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453. Fifteen feet along a street classified as a local street or as required by section 36-453.
Maximum Structure Height	50 feet.
Minimum Open Space	Not less than 15 percent.
BULK PLANE	BUFFERYARD AND LANDSCAPING
N/A	Should the property redevelop or construct a significant addition to the existing structure, a reduced bufferyard 10 feet in width containing a six-foot wood privacy fence or other form of screening and one understory tree, two evergreen trees, and ten shrubs per every 100 feet of length would be required along the west property line where adjacent to property zoned HC, Highway commercial district.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* designates this site as appropriate for Low-Density Housing, and the surrounding area contains a mix of the Low-Density Housing and Medium Intensity Retail, Office or Housing designations. However, it should be noted that the *Growth Management and Land Use Plan* states that the *Land Use Plan* map, "... should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement." The Growth Management and Land Use Plan's land use designations in this area are at conflict with long-standing existing conditions, which include a mix of commercial, office, and industrial uses throughout the area bound by N. Glenstone Avenue to the west, E. Bergman Street to the south, N. Nias Avenue to the east, and E. Division Street to the north.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 0.29 acres of land generally located at 1331 N. Stewart Avenue from GM, General manufacturing district to LI, Light industrial district for the purpose of opening an adult day care center within the existing building located on site.

Development Review Staff Report



2. The LI, Light industrial district is intended to allow for industrial operations and activities that do not create applicable nuisances or hazards, though its list of permitted uses contains a mix of non-industrial uses as well, such as day care centers, entertainment-oriented uses, office uses, and industrial or business schools. Rezoning the subject property to LI would maintain a level of compatibility with the surrounding commercial and industrial zones while creating additional opportunities for infill activity within the existing structure.
3. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.
4. The proposed rezoning was reviewed by City departments, whose comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on August 18, 2022 regarding the rezoning request. A summary of the meeting is attached (Attachment 2).

PUBLIC NOTIFICATIONS:

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

Notices sent to property owners within 185 feet: Mailed: 11 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No objections with the proposed rezoning.

CITY UTILITIES:

No issues with the proposed rezoning. Electric/Gas/Water are available to the property.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objections with the proposed rezoning. The subject property has access to public sewer and is in a defined sewer district.

FIRE DEPARTMENT:

No issues with the proposed rezoning.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Jordan Creek South Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **is not applicable because the site is built out**. The property **does not have a stream buffer on site**.

Public Works Stormwater has no concerns with the proposed rezoning of the property. Please note that development of the property will be subject to the following conditions at the time of development. All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022:

<https://www.springfieldmo.gov/DocumentCenter/View/57515/Flood-Control-and-Water-Quality-Protection-Manual-April-2022>

Detention Requirements

1. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. In accordance with the City of Springfield Code and the manual, if the additional impervious is minimal then a fee in lieu of detention may be allowed per the Director of Public Works.

a. Detention is not required. 100% of the property is existing impervious surface area.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies N. Stewart Avenue as a Local – Commercial roadway. The standard right-of-way width for N. Stewart Avenue is 30-feet from the centerline. It appears an additional five feet of right-of-way is needed along N. Stewart Avenue. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed within the required right of way. N. Stewart Avenue is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for N. Stewart Avenue. On-street parking is allowed along N. Stewart Avenue.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from N. Stewart Avenue. Any additional access will be required to meet City of Springfield spacing standards specified in Chapter 98 of City Code.

Development Review Staff Report



SIDEWALK

There is not existing sidewalk along the property frontage of N. Stewart Avenue. Sidewalk will be required to be constructed at the time of development along the property front on N. Stewart Avenue. The applicant has the option to seek approval to pay a fee in lieu of sidewalk construction by applying to the Administrative Review Committee (ARC). If approved, the fee must be paid prior to approval of a building permit.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along N. Stewart Avenue.

IMPROVEMENTS

A Traffic Impact Study is not required.

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	N. Stewart Avenue	Local - Commercial	Yes	25	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		3	3	19	
*Proposed Trips Generated		2	2	16	
Additional Trips Generated		-1	-1	-3	

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

Attachment 2

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: General Manufacturing to Light Industrial
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 7/20/2022 @ 4-6:30 pm
3. Meeting Location: 1331 North Stewart Ave Springfield Mo 65802
4. Number of invitations that were sent: 65
5. How the mailing list was generated: City of Springfield provided mailing list
6. Number of neighbors in attendance (attach a sign-in sheet): 3
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

The neighbors were concerned that us changing the zoning of 1331 N. Stewart would change the zoning of their property.

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

I told them that it wouldn't change their zoning. They seemed to be happy, and were no longer concerned.

I, Samantha Troutman (print name), attest that the neighborhood meeting was held on 7/20/2022 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

S. Troutman

Signature of person completing affidavit

Samantha Troutman
Printed name of person completing affidavit

Neighborhood Meeting Sign-In Sheet

Location: 1331 N Stewart Ave

Date: 7/20/2022 Time: 4:00-6:30pm

Attendees:

Ronnie Blattel Jr

Printed Name

Ronnie Blattel Jr

Signature

CRYSTAL BLATTEL

Printed Name

Crystal Blattel

Signature

PAUL BLACK

Printed Name

Paul Black

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

Enclosed you have received a notice of a "Neighborhood Meeting" submitted by the applicant to discuss a change in land use or zoning in your neighborhood. For all development applications involving an advertised public hearing, City Council requires developers to hold a neighborhood meeting and invite the property owners within 500 feet of the property and to the officers of neighborhood association on file with the Department.

A "Neighborhood Meeting" is held early enough to provide adequate time for the developer to negotiate with the neighborhood in order to resolve any issues and provide any proposed changes to City staff to evaluate and include in City staff reports.

If the developer submits an application for a change in land use or zoning, the property will be posted and there will be public notifications in the newspaper and notification by mail to the property owners within 185 feet of the project.

The Land Use or Zoning Change Process:

1. Application
2. Neighborhood Meeting (500 feet notification from subject property)
3. Planning and Zoning Commission Public Hearing (185 feet notification from subject property)
4. 1st City Council Public Hearing (185 feet notification from subject property)
5. 2nd City Council Meeting to decide either to approve or to deny the change in land use or zoning

City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions at 417-864-1611.

Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

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

DATE:	7/12/22	Telephone No.	479-709-7965
YOUR NAME:	Keilen Richardson ; KMAC Enterprises. (Taco Bell)		
YOUR ADDRESS:	688 E. Millsap Rd Fayetteville, AR 72703		
PROJECT ADDRESS:			
COMMENTS:	We approve. No affect to our Taco Bell.		

One-rdg. _____
P. Hrngs. X
Pgs. 15
Filed: 09-27-22

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-254

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 0.57 acres of property generally located at 3787 South Jefferson
4 Avenue from O-1, Office District, to GR, General Retail District; and
5 adopting an updated Official Zoning Map. (Staff and Planning and
6 Zoning Commission recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 3787 South Jefferson Avenue from O-1, Office District, to GR,
11 General Retail District; and
12

13 WHEREAS, following proper notice, the Planning and Zoning Commission held a
14 public hearing on September 8, 2022, a copy of the Record of Proceedings from said
15 public hearing being attached hereto and incorporated herein by this reference as
16 "Exhibit B," and said Commission made its recommendation; and
17

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

22 WHEREAS, proper notice was given of a public hearing before City Council, and
23 said hearing was held in accordance with the law.
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 property described in "Exhibit A," which is attached hereto and
29 incorporated herein by this reference, is hereby rezoned from O-1, Office District, to GR,
30 General Retail District. Springfield Land Development Code, Section 36-306, 'Official
31 zoning map and rules for interpretation,' is hereby amended, changed and modified
32 consistent with this Ordinance.
33

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

39
40 Section 3 – The Official Zoning Map herein adopted shall be maintained and
41 archived in the same digital form in which this Council has approved its adoption.

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

45
46 Passed at meeting: _____

47
48
49 _____
50 Mayor

51 Attest: _____, City Clerk

52
53 Filed as Ordinance: _____

54
55
56 Approved as to form: Jill Bunn, Assistant City Attorney

57
58
59 Approved for Council action: Juan A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 254

FILED: 09-27-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.57 acres of property generally located at 3787 S. Jefferson Avenue from O-1, Office district to GR, General retail district. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-22-2022

The applicant is requesting to rezone approximately 0.57 acres of property generally located at 3787 S. Jefferson Avenue from O-1, Office district to GR, General retail district.

REMARKS:

The Planning and Zoning Commission held a public hearing on September 8, 2022, and recommended to approve, by a vote of 7 to 0.

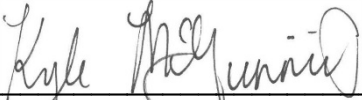
The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* designates this site as appropriate for Medium Intensity Retail, Office, or Housing, which is intended to contain a mix of commercial and/or mid- or high-density housing when located at major intersections along certain corridors. This land use designation is equivalent to several of Springfield's commercial districts, including the GR, General retail district, as requested by the applicant. If approved, the applicant intends to construct a new building containing a mix of office and commercial suites for future tenants. The property's current zoning, O-1, Office district, does not permit a number of commercial-oriented uses permitted by the GR, General retail district.
2. The subject property has existing City Utilities. The tract is served by public sewer and is located within a defined sewer district.
3. The proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic, or impact traffic safety in the vicinity.

4. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

Submitted by:



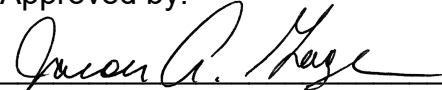
Kyle McGinnis, Senior Planner

Recommended by:



Susan Istenes, AICP
Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Record of Proceedings

Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Neighborhood Meeting Summary

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-22-2022

ALL OF LOTS TWENTY-FOUR (24) AND TWENTY-FIVE (25) IN TOWN SQUARE ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; ALSO, BEGINNING AT THE NORTHEAST CORNER OF SAID LOT TWENTY-FOUR (24); THENCE SOUTH 2°00'43" WEST ALONG THE EAST LINE OF SAID LOT TWENTY-FOUR (24), 16.14 FEET TO THE NORTHWEST CORNER OF SAID LOT TWENTY-FIVE (25); THENCE SOUTH 87°58'59" EAST ALONG THE NORTH LINE OF SAID LOT TWENTY-FIVE (25), 129.87 FEET TO THE NORTHEAST CORNER OF SAID LOT TWENTY-FIVE (25); THENCE NORTH 2°01'13" EAST ALONG THE EAST LINE OF LOT TWENTY-SIX (26) IN AMENDED FINAL PLAT OF TOWN SQUARE ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, 21.85 FEET; THENCE SOUTH 89°29'57" WEST, 130.00 FEET TO THE POINT OF BEGGINING.

EXHIBIT B

RECORD OF PROCEEDINGS
Planning and Zoning Commission – September 8, 2022

Z-22-2022

3787 South Jefferson Avenue

Applicant: J & M Tillman, LLC

Mr. Hosmer stated that this a request to rezone approximately 0.57 acres generally located at 3787 S. Jefferson Avenue from O-1, Office district to GR, General Retail District. The Growth Management and Land Use Plan designate this area as appropriate for Medium Intensity Retail, Office or Housing. The Transportation plan classifies Jefferson Avenue as a Collector roadway and Primrose Street as a Secondary Arterial roadway. A Traffic Impact Study is not required, and the property is not located in a FEMA designated floodplain, or stream buffer area. The property is located in a sinkhole watershed area. Stormwater detention will be determined at time of development. The proposed zoning and uses will not have a substantial impact on the public street system, public utilities, pedestrian traffic or impact traffic safety in the vicinity. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied. Staff recommends approval.

Mr. Doennig opened the public hearing.

Ms. Stephanie Ireland, 1908 E. Sunshine Street, representing the applicant and asking to rezone to General Retail and noted the struggle to gain driveway access and here to answer any questions.

Mr. Doennig closed the public hearing.

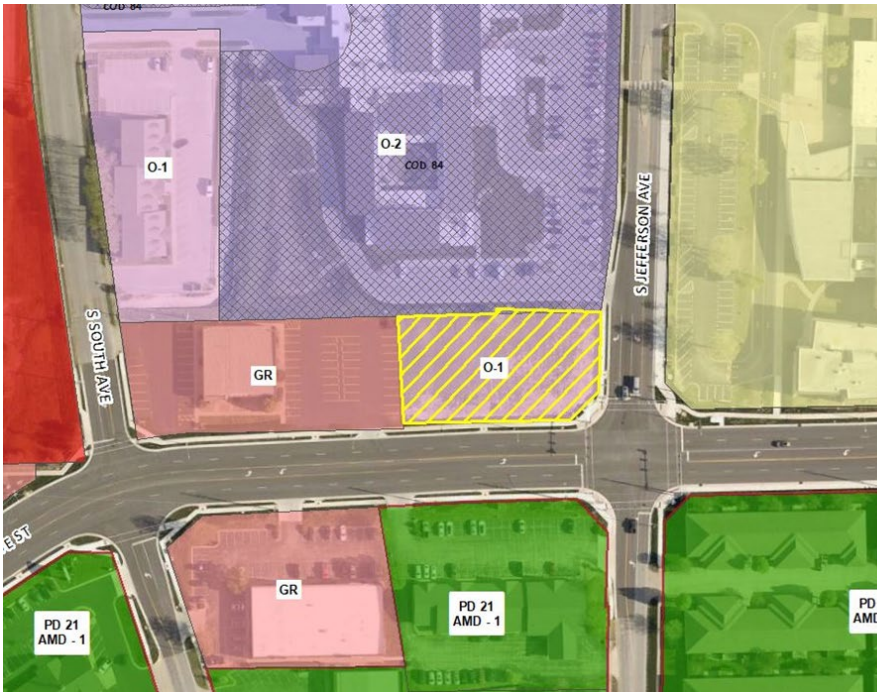
COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Z-22-2022 (3787 South Jefferson Avenue). Ms. Bruce seconded the motion. Ayes: Doennig, Jobe, Colony, Pauly, Bruce, Knuckles, and Lebeck. Nays: None. Abstain: None. Absent: Broekhoven.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	SEPTEMBER 8, 2022
CITY COUNCIL PUBLIC HEARING:	October 3, 2022
	CASE: Z-22-2022
	ACRES: 0.57 acres
	LOCATION: 3787 S. Jefferson Avenue
	EXISTING LAND USE: Vacant Land
	APPLICANT: J & M Tillman LLC
	STAFF: Kyle McGinnis, Senior Planner (417) 864-1615
	STAFF RECOMMENDATIONS: Approve
	PROPOSED MOTION: Move to approve as submitted in the staff report.
REQUIRED VOTE: A majority of those present (5 members are a quorum).	

SUMMARY OF REQUEST:

Request to rezone approximately 0.57 acres generally located at 3787 S. Jefferson Avenue from O-1, Office district to GR, General retail district.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management and Land Use Plan* designates this site as appropriate for Medium Intensity Retail, Office or Housing, which is intended to contain a mix of commercial and/or mid- or high-density housing when located at major intersections along certain corridors. This land use designation is equivalent to several of Springfield's commercial districts, including the GR, General retail district, as requested by the applicant. If approved, the applicant intends to construct a new building containing a mix of office and commercial suites for future tenants. The property's current zoning, O-1, Office district, does not permit a number of commercial-oriented uses permitted by the GR, General retail district.
2. The subject property has existing City Utilities. The tract is served by public sewer and is located within a defined sewer district.
3. The proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic, or impact traffic safety in the vicinity.
4. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

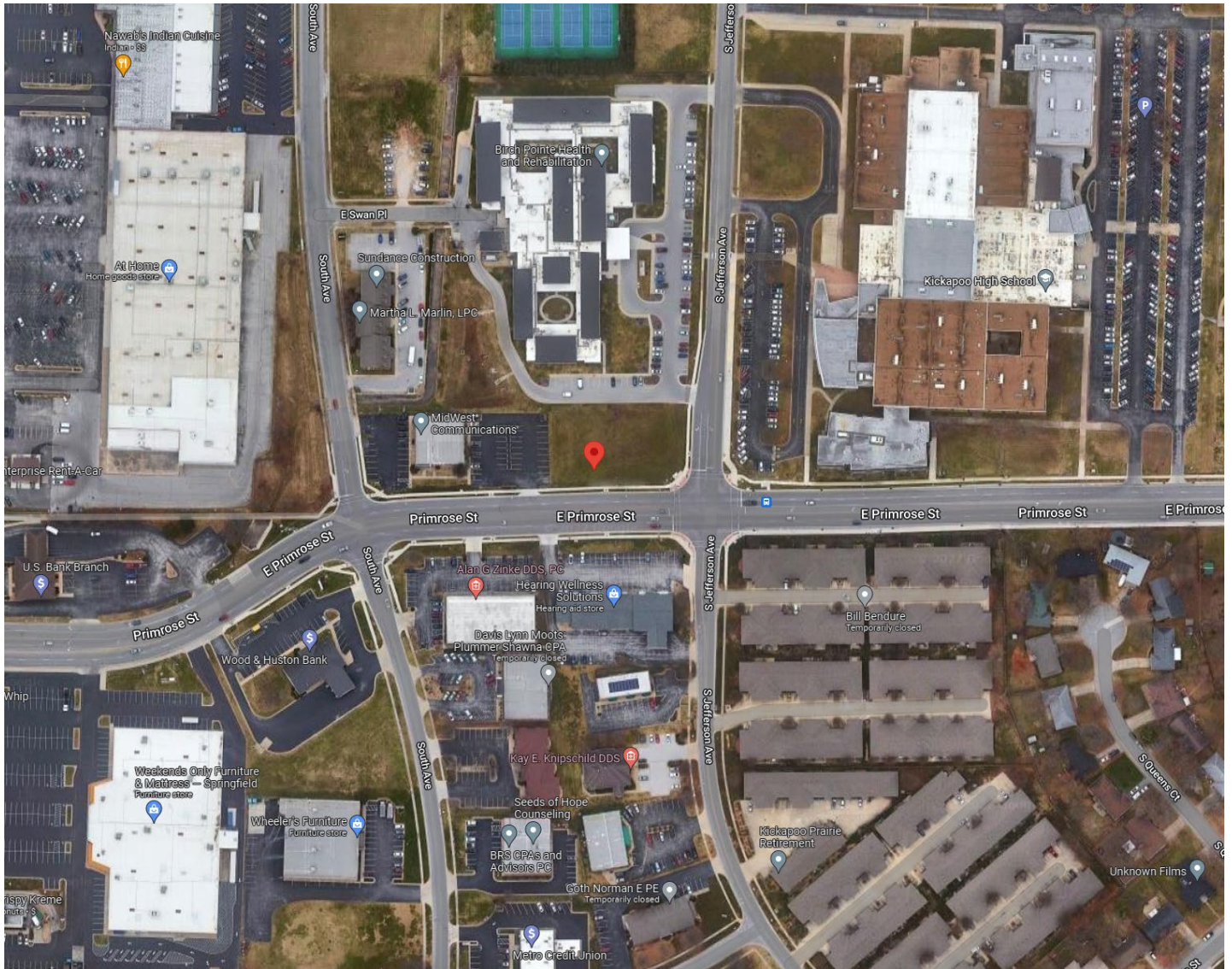
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	O-2	PD No. 21, 1 st Amendment	R-SF	GR
LAND USE	Rehabilitation center	Office center	Kickapoo High School	Business office

Development Review Staff Report



SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



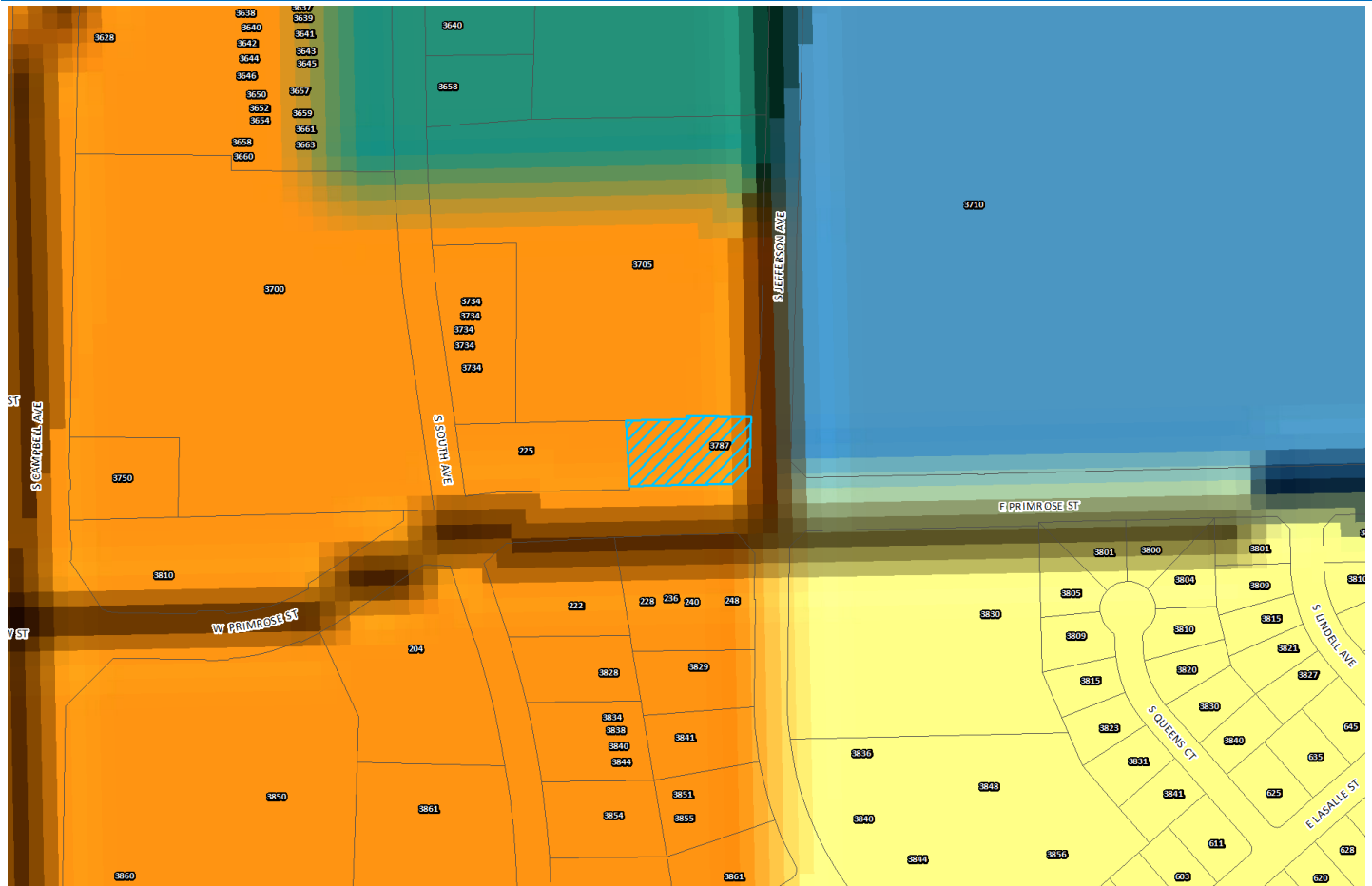
GOOGLE MAPS STREET VIEW:



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

Development Review Staff Report



PROPERTY HISTORY:

The subject property was zoned O-1 during the city-wide remapping in 1995.

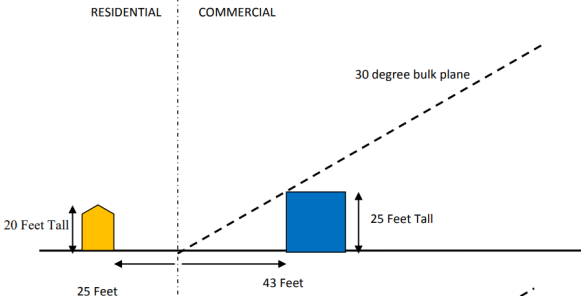
PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GR
Minimum Yard Requirements	Front yard: Twenty-five feet along a street classified as a collector or higher classification street or as required by Section 36-453. Fifteen feet along a street classified as a local street or as required by Section 36-453.
Maximum Structure Height	None except as limited by bulk plane limitation (see below).
Minimum Open Space	Not less than 20 percent.
BULK PLANE	BUFFERYARD AND LANDSCAPING
All structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH property. 	Based on the property's dimensions, a reduced bufferyard will be required along the north property line. This bufferyard must be at least 10 feet wide, must include a six-foot wood privacy fence or other form of permitted screening, and must include one understory tree, plus two evergreen trees, plus 10 shrubs for every 100 feet of bufferyard length. Refer to Section 36-482 (16) for details.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* designates this site as appropriate for Medium Intensity Retail, Office or Housing, which is intended to contain a mix of commercial and/or mid- or high-density housing when located at major intersections along certain corridors. This land use designation is equivalent to several of Springfield's commercial districts, including the GR, General retail district, as requested by the applicant.

Development Review Staff Report



STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 0.57 acres of land generally located at 3787 S. Jefferson Avenue from O-1, Office district to GR, General retail district.
2. If approved, the applicant intends to construct a new building containing a mix of office and commercial suites for future tenants. The property's current zoning, O-1, Office district, does not permit a number of commercial-oriented uses permitted by the GR, General retail district.
3. The GR, General retail district is intended for uses that provide community-wide personal and business services, shopping centers and specialty shops. On-site production of products is limited to handcrafted items to be sold on the property, and commercial uses in this district are generally required to conduct business indoors. Because this district is intended to serve the community at large, it is best suited along or at the intersection of two or more streets classified as arterial roadways or higher. This property is located at the intersection of S. Jefferson Avenue, a collector roadway, and E. Primrose Street, a secondary arterial. The property's frontage along E. Primrose Street makes it appropriate for the GR, General retail district.
4. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.
5. The proposed rezoning was reviewed by City departments, whose comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on August 18, 2022, regarding the rezoning request. A summary of the meeting is attached (Attachment 2).

PUBLIC NOTIFICATIONS:

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

Notices sent to property owners within 185 feet:

Mailed: 5

Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No issues with the proposed rezoning.

CITY UTILITIES:

No issues with the proposed rezoning. Electric/Gas/Water are available to the property.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objections to the proposed rezoning. The tract is served by public sewer and is in a defined sewer district.

FIRE DEPARTMENT:

No issues with the proposed rezoning.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Ward Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. This property is within a sinkhole watershed of a sinkhole on an adjacent or contiguous property. A fee in lieu of on-site stormwater detention **will be dependent on further analysis of the surrounding stormwater infrastructure and downstream impacts** The property **does not have a stream buffer on site**.

Public Works Stormwater has no concerns with the proposed rezoning of the property. Please note that development of the property will be subject to the following conditions at the time of development. All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022:

<https://www.springfieldmo.gov/DocumentCenter/View/57515/Flood-Control-and-Water-Quality-Protection-Manual-April-2022>

Detention Requirements

1. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. In accordance with the City of Springfield Code and the manual, if the additional impervious is minimal then a fee in lieu of detention may be allowed per the Director of Public Works.
 - a. The site currently drains West and slightly North. The site is 0.57 acres overall. To ensure the site does not overwhelm adjacent properties the site needs to grade to the stormwater connection at the Curb Inlet along E. Primrose Street. Do not use the Curb Inlet along S. Jefferson Avenue for stormwater connection.
 - b. A fee in lieu of detention for this development is permissible with a stormwater analysis for the downstream piping located under E. Primrose Street. Ensure that the added impervious surface area will not overwhelm the 30-inch diameter stormwater pipe underneath E. Primrose Street.

Sinkhole and Karst Features

1. 3787 S. Jefferson Avenue is within the Sinkhole Watershed of Sinkhole S116, located at the intersection of S. Campbell Avenue and E. Primrose Street. The developer will include a stormwater report along with the fee in lieu of detention application showing no increase to the Sinkhole Base Flood Elevation.

Additional Stormwater Standards to be met:

1. As-builts of the detention and water quality improvements are required. We would like the following as-built notes on the plans:
 - a. The Engineer of record is required to submit an as-built certification of the stormwater control measures upon completion of the project. The contractor shall coordinate with the Engineer to identify the list of

Development Review Staff Report



stormwater control measures requiring certification and coordinate during construction to allow the Engineer to make any observations necessary during construction to certify the measures.

2. Operation and maintenance agreements are required for any permanent stormwater control measures. O&M will need to be approved during the process and will be reviewed by ES – Water Quality per Chapter 12 Sec. 3.0.
3. Include on the plans a calculation of the existing impervious surface area, existing open space area, post-development impervious surface area, and post-development open space area. Per Chapter 4, Sec. 3.2 for Detention Summary.
 - a. Existing gravel surfaces meeting the above definition are eligible for 50% credit.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Jefferson Avenue as a Collector roadway and E. Primrose Street as a Secondary Arterial roadway. The standard right-of-way width for S. Jefferson Avenue is 30-feet from the centerline and 35-feet from the centerline for E. Primrose Street. It appears no additional right-of-way is needed along S. Jefferson Avenue or E. Primrose Street. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed within the required right of way. Both S. Jefferson Avenue and E. Primrose Street are a city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count for S. Jefferson Avenue is 3,565 vehicles per day. The most recent traffic count for E. Primrose Street is 11,595 vehicles per day. On-street parking is not allowed along S. Jefferson Avenue or E. Primrose Street.

DRIVEWAY ACCESS

There are currently no driveway access points to the property from S. Jefferson Avenue or E. Primrose Street. Minimum spacing of drives on E. Primrose Street is 150 feet from edge of drive to edge of drive. All drives must be a minimum of 160 feet from the near right-of-way line of S. Jefferson Avenue. The minimum spacing of drives on S. Jefferson Avenue is 40 feet from edge of drive to edge of drive. Drives must also be a minimum of 180 feet from the near right-of-way line of E. Primrose Street. Since these requirements cannot be met on either S. Jefferson Avenue or E. Primrose Street, Traffic Engineering must approve the location of the driveway approach if cross-access cannot be obtained from the property to the west.

SIDEWALK

There is existing sidewalk along the property's frontage on S. Jefferson Avenue and E. Primrose Street.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There is one bus stop along E. Primrose Street in the area of the property.

IMPROVEMENTS

A Traffic Impact Study is not required.

Development Review Staff Report



TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	S. Jefferson Avenue	Collector	No	35	30
Street 2	E. Primrose Street	Secondary Arterial	No	40	45
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		20	26	144	
*Proposed Trips Generated		9	40	432	
Additional Trips Generated		-11	14	288	

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

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: OFFICE - 1 to GENERAL RETAIL
(existing zoning) (proposed zoning)
2. Meeting Date & Time: August, 18th 2022
3. Meeting Location: 3787 S Jefferson Ave.
4. Number of invitations that were sent: 25
5. How the mailing list was generated: List was generated by Planing & Zoning
6. Number of neighbors in attendance (attach a sign-in sheet): 0
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

No one attended the neighborhood meeting. I have received no phone calls, e-mails or mail about this rezoning.

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

Not applicable

I, Stephanie D. Ireland (print name), attest that the neighborhood meeting was held on 08/18/22 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Signature of person completing affidavit

Stephanie D. Ireland

Printed name of person completing affidavit

One-rdg. _____
P. Hrngs. X
Pgs. 17
Filed: 09-27-22

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 255

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 3.3 acres of property generally located at 1545 West Republic
4 Street from GR, General Retail District, to HC, Highway
5 Commercial District; and adopting an updated Official Zoning Map.
6 (Staff and Planning and Zoning Commission recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 1545 West Republic Street from GR, General Retail District, to HC,
11 Highway Commercial District; and
12

13 WHEREAS, following proper notice, the Planning and Zoning Commission held a
14 public hearing on September 8, 2022, a copy of the Record of Proceedings from said
15 public hearing being attached hereto and incorporated herein by this reference as
16 "Exhibit B," and said Commission made its recommendation; and
17

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

22 WHEREAS, proper notice was given of a public hearing before City Council, and
23 said hearing was held in accordance with the law.
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 property described in "Exhibit A," which is attached hereto and
29 incorporated herein by this reference, is hereby rezoned from GR, General Retail
30 District, to HC, Highway Commercial District. Springfield Land Development Code,
31 Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended,
32 changed, and modified consistent with this Ordinance.
33

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

39
40 Section 3 – The Official Zoning Map herein adopted shall be maintained and
41 archived in the same digital form in which this Council has approved its adoption.

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

45
46 Passed at meeting: _____

47
48 _____
49 Mayor

50
51 Attest: _____, City Clerk

52
53 Filed as Ordinance: _____

54
55
56 Approved as to form: Jill Bennis, Assistant City Attorney

57
58
59 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2022 - 255

FILED: 09-27-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 3.3 acres of property generally located at 1545 W. Republic Street from GR, General retail district to HC, Highway commercial district. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-24-2022

The applicant is requesting to rezone approximately 3.3 acres of property generally located at 1545 W. Republic Street from GR, General retail district to HC, Highway commercial district. This rezoning is accompanied by a request for a Conditional Use Permit to allow an automotive body and fender repair and paint shop on the subject property upon being rezoned to HC, Highway commercial district (CUP No. 468).

REMARKS:

The Planning and Zoning Commission held a public hearing on September 8, 2022, and recommended to approve, by a vote of 7 to 0.

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

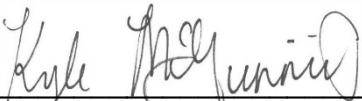
FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* designates this site as appropriate for Low-Density Housing, which is inconsistent with the existing zoning and land uses present in this area south of James River Freeway. As stated in the *Comprehensive Plan*, the land use map, "... should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement." Having considered the potential impact such a rezoning may have on this area, staff has determined that it would support the request to rezone the property from GR, General retail district to HC, Highway commercial district as these commercial districts are generally compatible with one another, producing cohesive and logical land use patterns.
2. The HC, Highway commercial district is best suited for commercial uses which require high visibility, generate high traffic volumes, and/or cater to the motoring

public. These characteristics make the district most suitable along corridors or at the intersection of streets classified as arterial roadways or greater, or along frontage roads adjacent to interstates or other limited-access streets. Although this site fronts along S. Kansas Court – a local commercial roadway – this road provides limited access to adjacent commercial properties which do not directly front on W. Republic Street – a primary arterial roadway.

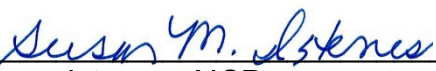
3. This rezone request has been accompanied by a request for a Conditional Use Permit to allow an automotive body and fender repair and paint shop on the subject property upon being rezoned to HC, Highway commercial district (CUP No. 468).
4. The subject property has existing City Utilities. The tract is served by public sewer and is located within a defined sewer district.
5. The proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic, or impact traffic safety in the vicinity.
6. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

Submitted by:



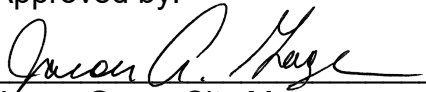
Kyle McGinnis, Senior Planner

Recommended by:



Susan Istenes, AICP
Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Record of Proceedings

Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Neighborhood Meeting Summary

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-24-2022

A tract of land being All of Lot 3 of the Administrative Replat of Republic Kansas Subdivision, a subdivision in the City of Springfield, Greene County, Missouri, as set forth in Plat Book AAA, page 796, Recorder's Office, Greene County, Missouri; and described as follows:

Commencing at the Southwest corner of Section 11, Township 28 North, Range 22 West; thence North 01 degrees 38 minutes 00 seconds East 100.31 feet along the West line of said Section 11; thence South 88 degrees 23 minutes 57 seconds East a distance of 18.51 feet to a point; thence North 01 degrees 38 minutes 24 seconds East a distance of 558.52 feet to a point in the Southwestern right of way line of U.S. Route 60 (width varies, aka James River Freeway); thence leaving said West line of Section 11, South 45 degrees 57 minutes 39 seconds East along said right of way line a distance of 6.75 feet also being the point of beginning of the tract to be described; thence South 47 degrees 29 minutes 22 seconds East along said right of way line a distance of 62.53 feet to a point; thence continuing along said right of way line South 50 degrees 50 minutes 56 seconds East a distance of 300.05 feet to a point; thence South 54 degrees 02 minutes 19 seconds East a distance of 243.41 feet to a point; thence leaving said right of way line North 88 degrees 57 minutes 21 seconds West a distance of 241.29 feet to a point, said point being in the East line of Lot 1; thence North 00 degrees 50 minutes 44 seconds East a distance of 25.00 feet to a point, said point being the Northeast corner of said Lot 1; thence North 88 degrees 57 minutes 15 seconds West a distance of 244.66 feet to a point; thence North 01 degrees 37 minutes 54 seconds East a distance of 340.91 feet to the point of beginning and containing 1.82 acres or 79,395 square feet, more or less.

Subject to easements, restrictions, reservations, and covenants of record, if any.

EXHIBIT B

RECORD OF PROCEEDINGS
Planning and Zoning Commission – September 8, 2022

Z-24-2022 and Conditional Use Permit 468
1545 West Republic Street
Applicant: 1545 W. Republic Road, LLC

Mr. Doennig noted a request to combine Z-24-2022 and Conditional Use Permit 468.

COMMISSION ACTION:

Ms. Bruce motioned to **combine** Z-24-2022 and Conditional Use Permit 468 (1545 West Republic Street). Mr. Knuckles seconded the motion. Ayes: Doennig, Jobe, Colony, Pauly, Bruce, Knuckles, and Lebeck. Nays: None. Abstain: None. Absent: Broekhoven.

Mr. Hosmer states that this is a request to rezone approximately 3.3 acres of property generally located at 1545 W. Republic Street from GR, General Retail District to HC, Highway Commercial District. The Comprehensive Plan identifies this area as for Low Density Housing however, the property has already been zoned to GR and HC in the area. The Transportation Plan classifies Kansas Court as a local roadway and Republic as a Primary Arterial. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. Stormwater detention is already provided. The proposed zoning and uses will not have a substantial impact on the public street system, public utilities, pedestrian traffic or impact traffic safety in the vicinity. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied. Staff recommends approval.

Mr. Hosmer states that this is a request to permit an automotive body and fender repair and paint shop within a HC, Highway Commercial District (Z-24-2022) generally located at 1545 W. Republic Street. The Growth Management and Land Use Plan designate this area as appropriate for Low Density Housing uses, however the area has been rezoned to GR and HC. Automotive body, fender repair and paint shops require a CUP permit. The Conditional Use Permit will require:

- Sidewalk construction along Republic and Kansas Ct.
- Proposed CUP meets the requirements standards and staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Nick Fore, 9461 Kenwood Road, representing the future owners and wanted to note the acres noted in the staff report, Mr. Hosmer stated that it is the acres of the entire tract. Gave out business description of Caliber Collision and noted that the neighborhood concerns were sound/noise and lighting but was able to alleviate their

issues/concerns. The building height will be similar to the other buildings in the area and gave out business hours and size of business (staff/customers).

Mr. Colony asked about the fence along the highway and if it would block the view of wrecked cars. Mr. Fore said that it would block the view behind the gate.

Mr. Colony asked about plantings/landscaping and Mr. Hosmer noted that it would be against the freeway so no landscaping.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Z-24-2022 (1545 West Republic Street). Ms. Bruce seconded the motion. Ayes: Doennig, Jobe, Colony, Pauly, Bruce, Knuckles, and Lebeck. Nays: None. Abstain: None. Absent: Broekhoven.

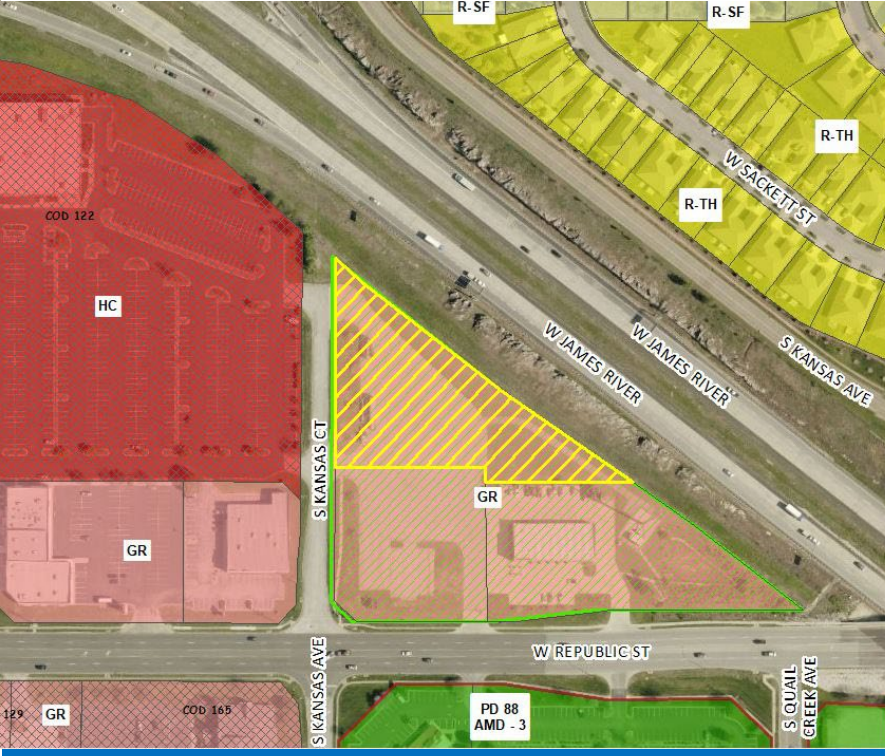
COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Conditional Use Permit 468 (1545 West Republic Street). Ms. Bruce seconded the motion. Ayes: Doennig, Jobe, Colony, Pauly, Bruce, Knuckles, and Lebeck. Nays: None. Abstain: None. Absent: Broekhoven.

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

Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	SEPTEMBER 8, 2022
CITY COUNCIL PUBLIC HEARING:	October 3, 2022
	CASE: Z-24-2022
	ACRES: 3.3 acres
	LOCATION: 1545 W. Republic Street
	EXISTING LAND USE: Commercial parking lot
	APPLICANT: 1545 W Republic Road LLC
	STAFF: Kyle McGinnis, Senior Planner (417) 864-1615
	STAFF RECOMMENDATIONS: Approve
	PROPOSED MOTION: Move to approve as submitted in the staff report.
	REQUIRED VOTE: A majority of those present (5 members are a quorum).
SUMMARY OF REQUEST:	

Request to rezone approximately 3.3 acres of property generally located at 1545 W. Republic Street from GR, General retail district to HC, Highway commercial district.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management and Land Use Plan* designates this site as appropriate for Low-Density Housing, which is inconsistent with the existing zoning and land uses present in this area south of James River Freeway. As stated in the *Comprehensive Plan*, the land use map, "... should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement." Having considered the potential impact such a rezoning may have on this area, staff has determined that it would support the request to rezone the property from GR, General retail district to HC, Highway commercial district as these commercial districts are generally compatible with one another, producing cohesive and logical land use patterns.
2. The HC, Highway commercial district is best suited for commercial uses which require high visibility, generate high traffic volumes, and/or cater to the motoring public. These characteristics make the district most suitable along corridors or at the intersection of streets classified as arterial roadways or greater, or along frontage roads adjacent to interstates or other limited-access streets. Although this site fronts along S. Kansas Court – a local commercial roadway – this road provides limited access to adjacent commercial properties which do not directly front on W. Republic Street – a primary arterial roadway.
3. This rezone request has been accompanied by a request for a Conditional Use Permit to allow an automotive body and fender repair and paint shop on the subject property upon being rezoned to HC, Highway commercial district (CUP No. 468).
4. The subject property has existing City Utilities. The tract is served by public sewer and is located within a defined sewer district.

Development Review Staff Report



5. The proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic, or impact traffic safety in the vicinity.
6. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	N/A	GR	N/A	HC
LAND USE	James River Freeway	Automotive tire service	James River Freeway	Church

Development Review Staff Report

SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



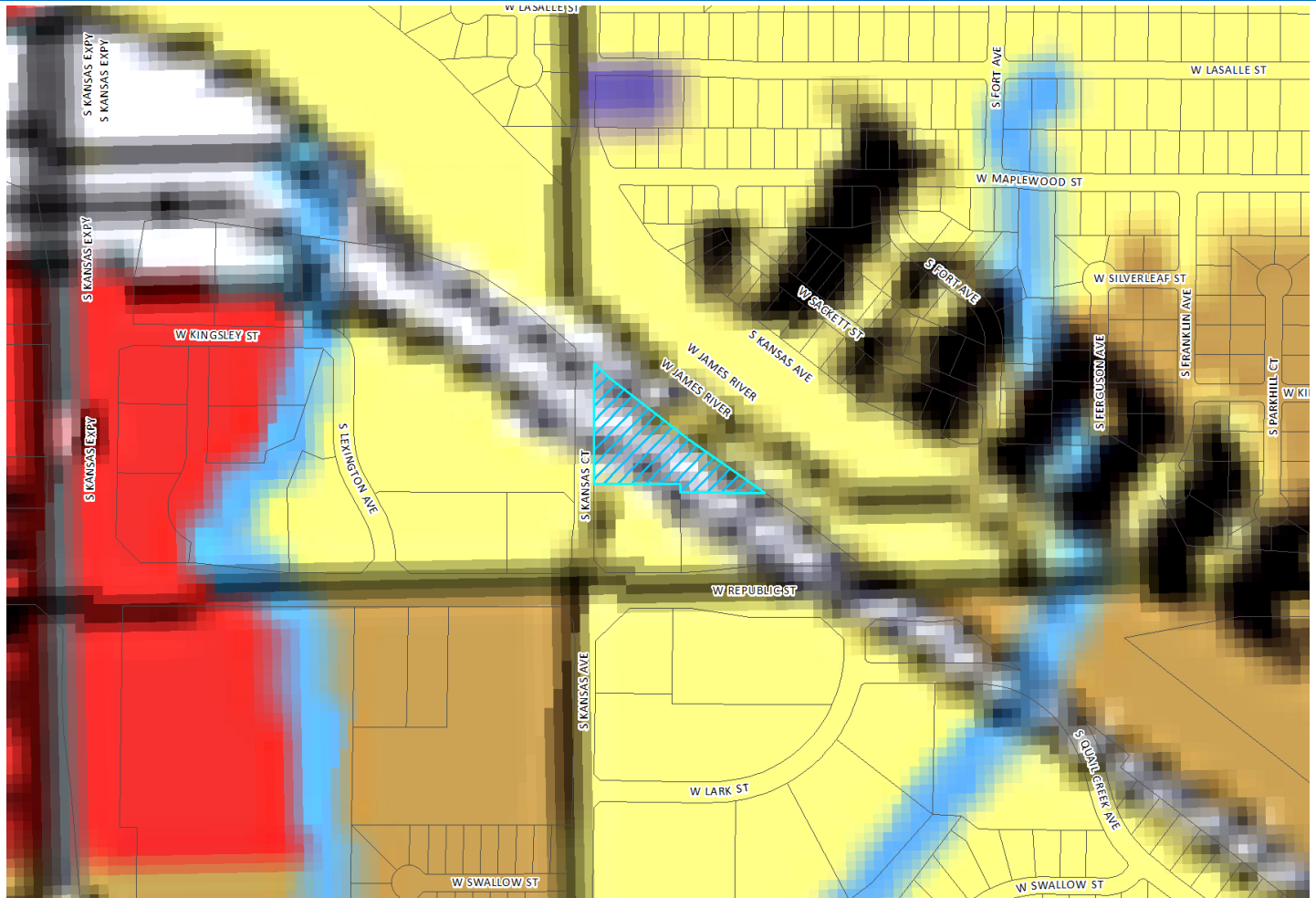
GOOGLE MAPS STREET VIEW:



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

Development Review Staff Report



PROPERTY HISTORY:

The subject property was zoned R-SF as part of the city-wide mapping completed in 1995, and was later rezoned to GR, General retail district in 2002 (Z-29-2001).

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR HC
Minimum Yard Requirements	Front yard: Twenty-five feet along a street classified as a collector or higher classification street or as required by Section 36-453. Fifteen feet along a street classified as a local street or as required by Section 36-453.
Maximum Structure Height	None except as limited by bulk plane limitation (see below).
Minimum Open Space	Not less than 20 percent.
BULK PLANE	BUFFERYARD AND LANDSCAPING
All structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH property.	This property borders other commercial properties and therefore will have no bufferyard landscaping requirements along those shared property lines; however, the development will be subject to the interior and perimeter landscaping requirements within and around vehicular use areas, as described in Section 36-482.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* designates this site as appropriate for Low-Density Housing, which is inconsistent with the existing zoning and land uses present in this area south of James River Freeway. As stated in the *Comprehensive Plan*, the land use map, "... should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character

Development Review Staff Report



policies of this plan and good judgement.” Having considered the potential impact such a rezoning may have on this area, staff has determined that it would support the request to rezone the property from GR, General retail district to HC, Highway commercial district as these commercial districts are generally compatible with one another, producing cohesive and logical land use patterns.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 1.82 acres of land generally located at 1545 W. Republic Street from GR, General retail district to HC, Highway commercial district.
2. The HC, Highway commercial district is best suited for commercial uses which require high visibility, generate high traffic volumes, and/or cater to the motoring public. These characteristics make the district most suitable along corridors or at the intersection of streets classified as arterial roadways or greater, or along frontage roads adjacent to interstates or other limited-access streets. Although this site fronts along S. Kansas Court – a local commercial roadway – this road provides limited access to adjacent commercial properties which do not directly front on W. Republic Street – a primary arterial roadway.
3. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.
4. The proposed rezoning was reviewed by City departments, whose comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on , regarding the rezoning request. A summary of the meeting is attached (Attachment 3).

PUBLIC NOTIFICATIONS:

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

Notices sent to property owners within 185 feet: Mailed: 4 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No issues with the proposed rezoning.

CITY UTILITIES:

No issues with the proposed rezoning. Electric/Gas/Water are available to the property.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the proposed rezoning. The tract will have access to public sewer when Public Improvement Plan No. 2022PW0003 has been completed and accepted. The plans have been escrowed and the plat has been filed.

DEPARTMENT OF ENVIRONMENTAL SERVICES SEDIMENT EROSION CONTROL:

No objections to the proposed rezoning. Sediment Erosion Control may have additional comments at the time of development.

FIRE DEPARTMENT:

No objections to the proposed rezoning.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Ward Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **is not applicable because detention is already provided**. The property **does not have a stream buffer on site**.

Public Works Stormwater has no concerns with the proposed rezoning of the property. Please note that development of the property will be subject to the following conditions at the time of development. All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022:

<https://www.springfieldmo.gov/DocumentCenter/View/57515/Flood-Control-and-Water-Quality-Protection-Manual-April-2022>

Detention and Water Quality Requirements

1. Detention and Water Quality has been provided by the regional subdivision basin for the Republic Kansas Subdivision (PW5591). All future stormwater infrastructure needs to drain to the basin.

Additional Stormwater Standards to be met:

1. A land disturbance permit will be required when disturbing one acre or more per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.
2. Include on the plans a calculation of the existing impervious surface area, existing open space area, post-development impervious surface area, and post-development open space area. Per Chapter 4, Sec. 3.2 for Detention Summary.
 - a. Existing gravel surfaces meeting the above definition are eligible for 50% credit.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Republic Street as a Primary Arterial and S. Kansas Court as a Local – Commercial Roadway. The standard right-of-way width for W. Republic Street is 50-feet from the centerline and 30-feet from the

Development Review Staff Report



centerline for S. Kansas Court. It appears additional right-of-way is not required for either W. Republic Street or S. Kansas Court. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed or placed within the required right-of-way. W. Republic Street and S. Kansas Court are city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count for W. Republic Street is 20,181 vehicles per day. The most recent traffic count for S. Kansas Court is 89 vehicles per day. On-street parking is not allowed along W. Republic Street but is allowed along S. Kansas Court.

DRIVEWAY ACCESS

There are currently two driveway access points into the property from S. Kansas Court and one access point onto the property from W. Republic Street. No additional access is allowed to S. Kansas Court or W. Republic Street per the subdivision plat of the property.

SIDEWALK

There is existing sidewalk along the property frontage of W. Republic Street and along a portion of the property along S. Kansas Court. Sidewalk will be required to be constructed at the time of development along the entire property frontage on S. Kansas Court.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are two bus stops along W. Republic Street in the vicinity of the property pertaining to this zoning.

IMPROVEMENTS

A Traffic Impact Study is not required as the potential increase for trips generated by the zoning change does not exceed 100 vehicles in the AM or PM peak or 1,000 vehicles per day.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Republic Street	Primary Arterial	No	50	50
Street 2	S. Kansas Court	Local – Commercial	Yes	30	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		16	67	720	
*Proposed Trips Generated		16	67	720	
Additional Trips Generated		0	0	0	

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

Attachment 2

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: GR - General Retail to HC - Highway Commercial
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 8/18/22 - 4:00 PM to 6:30 PM Local Time
3. Meeting Location: 1545 W Republic Rd. Springfield, MO
4. Number of invitations that were sent: 51
5. How the mailing list was generated: Provided by City
6. Number of neighbors in attendance (attach a sign-in sheet): 4
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

- 1- Sound Concern: We do not believe this will be an issue given we are a closed door operation and any sound potentially omitted will be overshadowed by the adjacent highway. Traffic Studies have been performed on other like projects and found that sound from the nearby streets would be louder than any sound coming from the Caliber Collision. As it relates to this specific project, the highway traffic will be much louder than the local traffic and any sound coming from the business.
- 2- Elevation Concern: The elevations of our project will fit in with the character of the neighborhood by having elevations similar to adjacent properties.
- 3- Lighting Concern: We will follow the applicable ordinances for lighting requirements. Lighting from the site will not extend across the highway and impact the residences.
- 4- Verbal comment in support of the project.

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

- 1- Only written comment was in support of the project

I, Nick Fore (print name), attest that the neighborhood meeting was held on 8/18/2022 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Nick Fore
Signature of person completing affidavit

Nick Fore
Printed name of person completing affidavit

One-rdg. _____
P. Hrngs. X
Pgs. 22
Filed: 09-27-22

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-256

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 468 for the purpose of permitting an
2 automotive body and fender repair and paint shop as a conditional
3 use within the HC, Highway Commercial District, generally located at
4 1545 West Republic Street. (Staff and Planning and Zoning
5 Commission recommend approval.)
6 _____
7

8 WHEREAS, pursuant to Section 36-363 of the Land Development Code, City
9 Council may grant permits authorizing certain enumerated conditional uses as provided
10 in the various zoning districts; and
11

12 WHEREAS, the Planning and Zoning Commission held a public hearing on
13 September 8, 2022, and recommended approval of Conditional Use Permit No. 468 for
14 the property generally located at 1545 West Republic Street and zoned HC, Highway
15 Commercial District, with a copy of the Record of Proceedings from said public hearing
16 being attached hereto and incorporated herein by this reference as "Exhibit C;" and
17

18 WHEREAS, City Council finds that sufficient evidence has been presented to
19 satisfy all applicable standards of the Land Development Code for issuance of
20 Conditional Use Permit No. 468; and
21

22 WHEREAS, the granting of such permit is deemed proper, and it is not found to
23 harm the community or injure the value, lawful use and reasonable enjoyment of
24 properties in the vicinity of 1545 West Republic Street.
25

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

29 Section 1 – City Council adopts the City staff's specific findings of fact on the
30 proposed conditional use as set forth in "Exhibit D – Attachment 3." "Exhibit D" is
31 attached hereto and incorporated herein by this reference in its entirety. Conditional Use
32 Permit No. 468 is hereby granted in accordance with and subject to the provisions of
33 Section 36-363 of the Land Development Code. Conditional Use Permit No. 468 is
34 granted for the purpose of permitting an automotive body and fender repair and paint

shop to operate as a conditional use within the HC, Highway Commercial District, located at the property described in "Exhibit B," which is attached hereto and incorporated herein by this reference, and which is generally located at 1545 West Republic Street.

Section 2 – Building permits, certificates of occupancy and any other required permits or approvals may be issued by the duly authorized officials of the City provided that such issuance is consistent with Section 36-363 of the Land Development Code, any other applicable City regulation or Ordinance, and the "Requirements for Conditional Use Permit 468" described in "Exhibit A," which is attached hereto and incorporated herein by this reference. Additionally, the provisions contained in "Exhibit A" and "Exhibit D – Attachment 2" shall govern and control the use and development of the land described in "Exhibit B," in a manner consistent with the attached site plan depicted on "Exhibit D – Attachment 4."

Section 3 – Any violation of the provisions of this Ordinance shall be grounds for the revocation of the Conditional Use Permit granted by the adoption of this Ordinance.

Section 4 – This Ordinance shall be in full force and effect from and after passage only so long as the Property and any improvements thereon conform to the conditions and requirements described in Section 36-363 of the Land Development Code, other applicable City regulations or Ordinances, and this Ordinance.

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- 256

FILED: 09-27-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To permit an automotive body and fender repair and paint shop as a Conditional Use Permit within a HC, Highway commercial district generally located at 1545 W. Republic Street. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 468

The applicant is requesting approval of a Conditional Use Permit for an automotive body and fender repair and paint shop within a proposed HC, Highway commercial district (Z-24-2022). The *Zoning Ordinance* requires a use permit in the HC, Highway commercial district for an automotive body and fender repair and paint shop.

CONDITIONS:

1. The regulations and standards listed on "Exhibit D - Attachment 3" shall govern and control the use and development of the land in Use Permit Number 468 in a manner consistent with the attached site plan ("Exhibit D - Attachment 4").

FINDINGS FOR STAFF RECOMMENDATION:

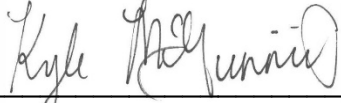
1. This application meets the approval standards for a Conditional Use Permit ("Exhibit D - Attachment 3").
2. Approval of this application is subject to the Requirements for Approval ("Exhibit D - Attachment 2") and site plan ("Exhibit D - Attachment 4").
3. Approval of this request will provide for redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

REMARKS:

The Planning and Zoning Commission held a public hearing on September 8, 2022, and recommended approval, by a vote of 7 to 0 of the proposed conditional use permit (see the attached "Exhibit C," Record of Proceedings).

The Planning and Development staff recommends the application be approved with the conditions (see attached "Exhibit A").

Submitted by:



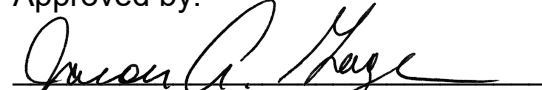
Kyle McGinnis, Senior Planner

Recommended by:



Susan Istenes, AICP
Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Requirements for Conditional Use Permit Number 468

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Requirements for Conditional Use Permit 468

Attachment 3, Standards and Responses for Conditional Use Permits

Attachment 4, Propose Site Plan

Attachment 5, Affidavit of Neighborhood Notification and Meeting Summary and
Neighborhood comments

EXHIBIT A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 468

1. An automotive body and fender repair and paint shop is permitted in conformance with the site plan (Attachment 4).
2. The automotive body and fender repair and paint shop shall comply with all CUP standards (Attachment 3).
3. Sidewalk has only been partially provided along the property's frontage on S. Kansas Court. Sidewalk is required to be constructed along S. Kansas Court to current City Standards as part of this development/rezoning or an application to the ARC to pay a fee in-lieu-of sidewalk construction must be submitted for approval. If approved, the fee must be paid prior to the issuance of a building permit.
4. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

EXHIBIT B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 468

Commencing at the Southwest corner of Section 11, Township 28 North, Range 22 West; thence North 01 degrees 38 minutes 00 seconds East 100.31 feet along the West line of said Section 11; thence South 88 degrees 23 minutes 57 seconds East a distance of 18.51 feet to a point; thence North 01 degrees 38 minutes 24 seconds East a distance of 558.52 feet to a point in the Southwestern right of way line of U.S. Route 60 (width varies, aka James River Freeway); thence leaving said West line of Section 11, South 45 degrees 57 minutes 39 seconds East along said right of way line a distance of 6.75 feet also being the point of beginning of the tract to be described; thence South 47 degrees 29 minutes 22 seconds East along said right of way line a distance of 62.53 feet to a point; thence continuing along said right of way line South 50 degrees 50 minutes 56 seconds East a distance of 300.05 feet to a point; thence South 54 degrees 02 minutes 19 seconds East a distance of 243.41 feet to a point; thence leaving said right of way line North 88 degrees 57 minutes 21 seconds West a distance of 241.29 feet to a point, said point being in the East line of Lot 1; thence North 00 degrees 50 minutes 44 seconds East a distance of 25.00 feet to a point, said point being the Northeast corner of said Lot 1; thence North 88 degrees 57 minutes 15 seconds West a distance of 244.66 feet to a point; thence North 01 degrees 37 minutes 54 seconds East a distance of 340.91 feet to the point of beginning and containing 1.82 acres or 79,395 square feet, more or less.

EXHIBIT C

RECORD OF PROCEEDINGS
Planning and Zoning Commission – September 8, 2022

Z-24-2022 and Conditional Use Permit 468
1545 West Republic Street
Applicant: 1545 W. Republic Road, LLC

Mr. Doennig noted a request to combine Z-24-2022 and Conditional Use Permit 468.

COMMISSION ACTION:

Ms. Bruce motioned to **combine** Z-24-2022 and Conditional Use Permit 468 (1545 West Republic Street). Mr. Knuckles seconded the motion. Ayes: Doennig, Jobe, Colony, Pauly, Bruce, Knuckles, and Lebeck. Nays: None. Abstain: None. Absent: Broekhoven.

Mr. Hosmer states that this is a request to rezone approximately 3.3 acres of property generally located at 1545 W. Republic Street from GR, General Retail District to HC, Highway Commercial District. The Comprehensive Plan identifies this area as for Low Density Housing however, the property has already been zoned to GR and HC in the area. The Transportation Plan classifies Kansas Court as a local roadway and Republic as a Primary Arterial. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. Stormwater detention is already provided. The proposed zoning and uses will not have a substantial impact on the public street system, public utilities, pedestrian traffic or impact traffic safety in the vicinity. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied. Staff recommends approval.

Mr. Hosmer states that this is a request to permit an automotive body and fender repair and paint shop within a HC, Highway Commercial District (Z-24-2022) generally located at 1545 W. Republic Street. The Growth Management and Land Use Plan designate this area as appropriate for Low Density Housing uses, however the area has been rezoned to GR and HC. Automotive body, fender repair and paint shops require a CUP permit. The Conditional Use Permit will require:

- Sidewalk construction along Republic and Kansas Ct.
- Proposed CUP meets the requirements standards and staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Nick Fore, 9461 Kenwood Road, representing the future owners and wanted to note the acres noted in the staff report, Mr. Hosmer stated that it is the acres of the entire tract. Gave out business description of Caliber Collision and noted that the neighborhood concerns were sound/noise and lighting but was able to alleviate their

issues/concerns. The building height will be similar to the other buildings in the area and gave out business hours and size of business (staff/customers).

Mr. Colony asked about the fence along the highway and if it would block the view of wrecked cars. Mr. Fore said that it would block the view behind the gate.

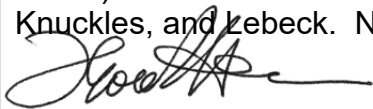
Mr. Colony asked about plantings/landscaping and Mr. Hosmer noted that it would be against the freeway so no landscaping.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Z-24-2022 (1545 West Republic Street). Ms. Bruce seconded the motion. Ayes: Doennig, Jobe, Colony, Pauly, Bruce, Knuckles, and Lebeck. Nays: None. Abstain: None. Absent: Broekhoven.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Conditional Use Permit 468 (1545 West Republic Street). Ms. Bruce seconded the motion. Ayes: Doennig, Jobe, Colony, Pauly, Bruce, Knuckles, and Lebeck. Nays: None. Abstain: None. Absent: Broekhoven.



Bob Hosmer, AICP
Planning Manager

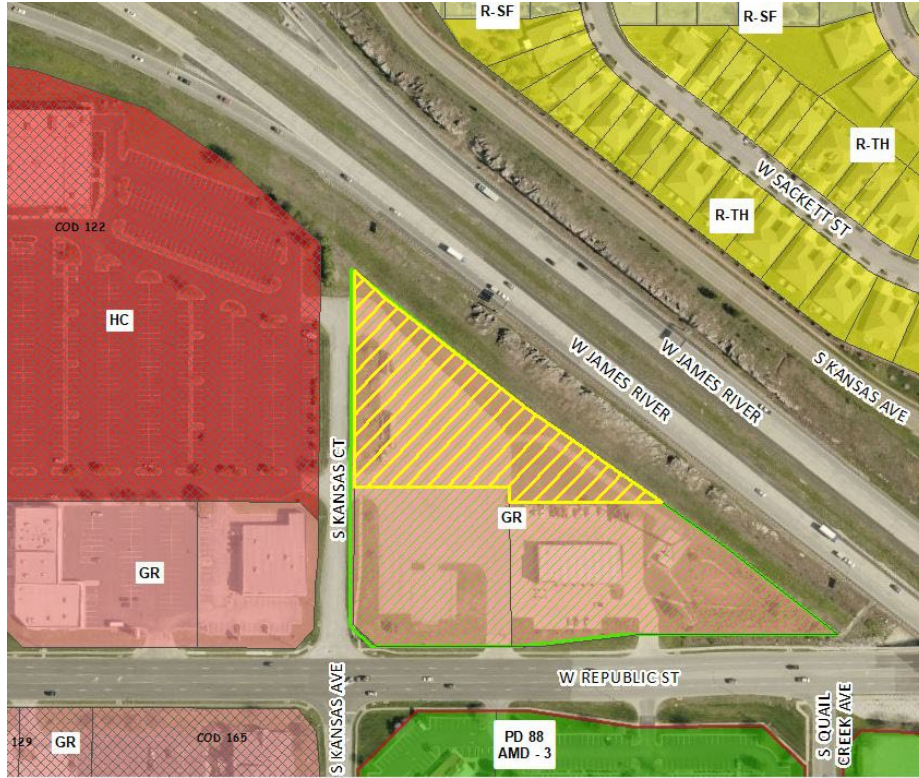
Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

SEPTEMBER 8, 2022

CITY COUNCIL PUBLIC HEARING:

OCTOBER 3, 2022


CASE NUMBER:

Conditional Use Permit 468

LOCATION: 1545 W. Republic Street

ACRES: 3.3 acres

EXISTING LAND USE: Commercial parking lot

APPLICANT: 1545 W Republic Road LLC

STAFF: Kyle McGinnis, Senior Planner
(417) 864-1615

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

I move to adopt staff's responses in the staff report as the findings of fact and approve CUP 468.

REQUIRED VOTE: A majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

Request to permit an automotive body and fender repair and paint shop as a Conditional Use Permit within the proposed HC, Highway Commercial District (Z-24-2022) generally located at 1545 W. Republic Street.

FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit.
2. Approval of this request will provide for development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	N/A	GR	N/A	HC
LAND USE	James River Freeway	Automotive tire service	James River Freeway	Church

Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

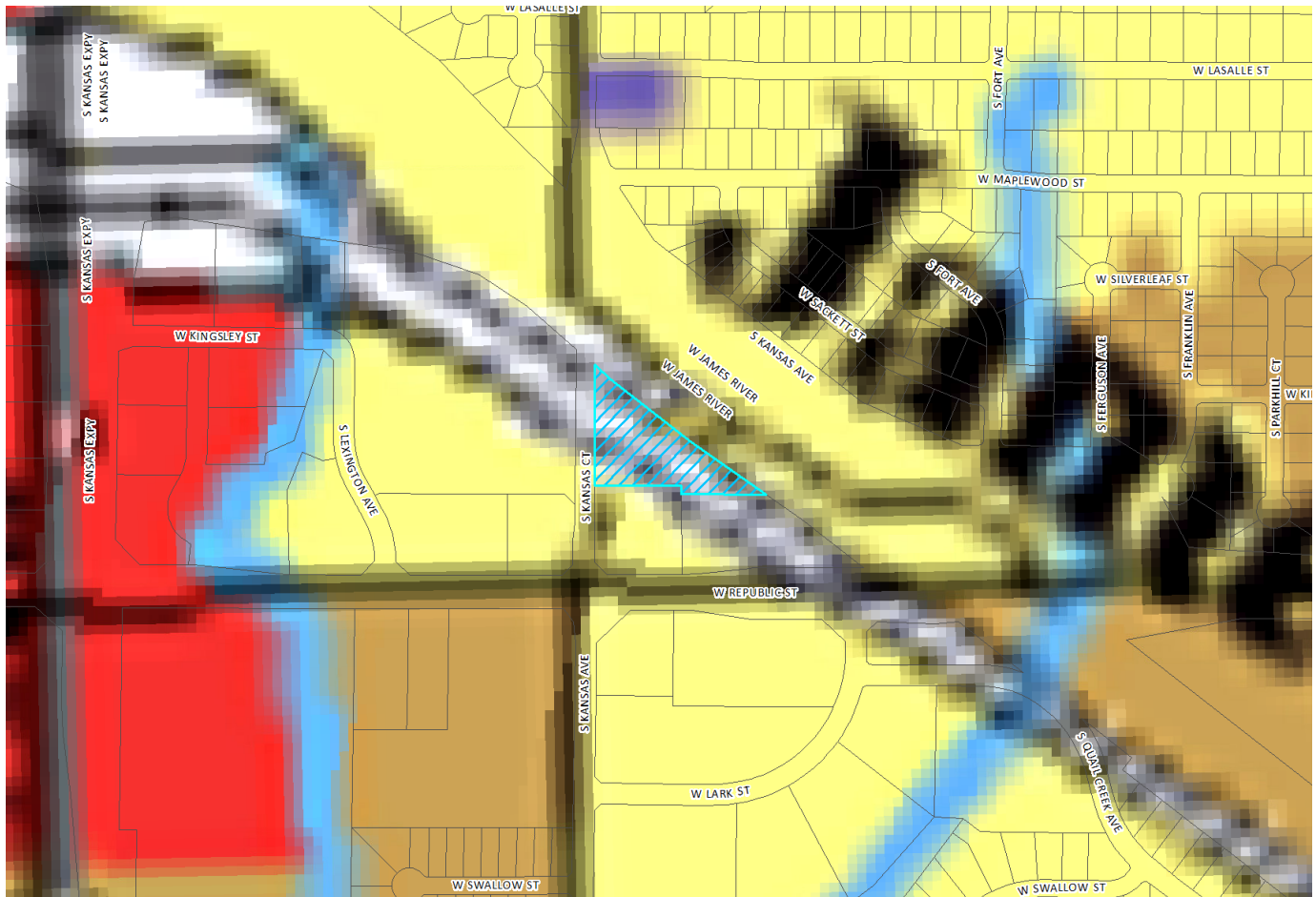


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



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

Development Review Staff Report



PROPERTY HISTORY:

The subject property was zoned R-SF as part of the city-wide mapping completed in 1995, and was later rezoned to GR, General retail district in 2002 (Z-29-2001).

ZONING ORDINANCE REQUIREMENTS:

Sec. 36-363. - Conditional Use Permit

- (1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.
- (8) *Period of validity.*
 - (a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18-month period:
 1. A building permit is obtained and the erection or alteration of a structure is started; or
 2. An occupancy permit is obtained and the conditional use commenced.The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.
 - (b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.
- d. *Damage or destruction.* In the event that the principal building or structure on the property is damaged or destroyed, by any means, to the extent of more than 75 percent of the replacement cost of the building or structure at the time such damage occurred, such building or structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located and the property shall not continue to be used for the uses permitted by the provisions of this section.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* designates this site as appropriate for Low-Density Housing, which is inconsistent with the existing zoning and land uses present in this area south of James River Freeway. As stated in the *Comprehensive Plan*, the land use map, "... should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement." Having considered the potential impact rezoning to HC, Highway commercial district may have on this area, staff has determined that it would support the request to rezone the property (Z-24-2022).

Development Review Staff Report



Automotive body and fender repair and paint shops require the approval of a Conditional Use Permit in the HC, Highway commercial district.

STAFF COMMENTS:

1. The applicant is requesting approval of a Conditional Use Permit for an automotive body and fender repair and paint shop on the subject property within a proposed HC, Highway commercial district (Z-24-2022). The *Zoning Ordinance* requires a use permit in the HC, Highway commercial district for such a use.
2. Approval of this request will provide for the development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
3. A Traffic Impact Study is not required as the trips generated by the conditional use permit do not exceed the threshold of 1,000 trips per day or 100 trips in the AM or PM peaks.
4. A landscape plan, meeting the requirements of Sections 36-482, Landscaping and bufferyards, and 36-483, Off-street parking and loading area design standards, shall be submitted and approved. Refer to Attachment 4.
5. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on August 18, 2022 regarding the use permit request. A summary of the meeting is attached (Attachment 5).

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: Mailed: 4 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

CONDITIONAL USE PERMIT 468

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues with the proposed CUP.

CITY UTILITIES COMMENTS:

No issues with the proposed CUP.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the CUP. The tract will have access to public sewer when Public Improvement Plan No. 2022PW0003 has been completed and accepted. Plans have been escrowed and the plat has been filed.

FIRE DEPARTMENT COMMENTS:

No objection to the CUP. Development must comply with 2018 IFC.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Ward Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **is not applicable because detention is already provided**. The property **does not have a stream buffer on site**.

PW Stormwater has no concerns for the proposed Conditional Use Permit. Please note that development of the property will be subject to the following conditions at the time of development:

All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022.

Detention and Water Quality Requirements:

1. Detention and Water Quality has been provided by the regional subdivision basin for the Republic Kansas Subdivision (PW5591). All future stormwater infrastructure needs to drain to the basin.

Additional Stormwater Standards to be met:

1. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood control and Water Quality Protection Manual.
2. Include on the Plans a calculation of the Existing Impervious Surface Area, Existing Open Space Area, Post Development Impervious Surface Area, and Post Development Open Space Area. Per Chapter 4 Sec 3.2 for Detention Summary
 - a. Existing gravel surfaces meeting the above definition are eligible for 50% Credit.

Development Review Staff Report



DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Republic Street as a Primary Arterial and S. Kansas Court as a Local – Commercial Roadway. The standard right-of-way width for W. Republic Street is 50-feet from the centerline and 30-feet from the centerline for S. Kansas Court. It appears additional right-of-way is not required for either W. Republic Street or S. Kansas Court. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed or placed within the required right-of-way. W. Republic Street and S. Kansas Court are city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count for W. Republic Street is 20,181 vehicles per day. The most recent traffic count for S. Kansas Court is 89 vehicles per day. On-street parking is not allowed along W. Republic Street but is allowed along S. Kansas Court.

DRIVEWAY ACCESS

There are currently two driveway access points into the property from S. Kansas Court and one access point onto the property from W. Republic Street. No additional access is allowed to S. Kansas Court or W. Republic Street per the subdivision plat of the property.

SIDEWALK

There is existing sidewalk along the property frontage of W. Republic Street and along a portion of the property along S. Kansas Court. Sidewalk will be required to be constructed at the time of development along the entire property frontage on S. Kansas Court.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are two bus stops along W. Republic Street in the vicinity of the property pertaining to this zoning.

IMPROVEMENTS

A Traffic Impact Study is not required as the potential increase for trips generated by the zoning change does not exceed 100 vehicles in the AM or PM peak or 1,000 vehicles per day.

SITE PLAN

Detailed site-specific comments.

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

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Republic Street	Primary Arterial	No	50	50
Street 2	S. Kansas Court	Local – Commercial	Yes	30	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		16	67	720	
*Proposed Trips Generated		16	67	720	
Additional Trips Generated		0	0	0	

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

Development Review Staff Report



REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2

CONDITIONAL USE PERMIT 468

1. An automobile service garage is permitted in conformance with the site plan (Attachment 4).
2. The automobile service garage shall comply with all CUP standards (Attachment 3).
3. Sidewalk has only been partially provided along the property's frontage on S. Kansas Court. Sidewalk is required to be constructed along S. Kansas Court to current City Standards as part of this development/rezoning or an application to the ARC to pay a fee in lieu of sidewalk construction must be submitted for approval. If approved, the fee must be paid prior to the issuance of a building permit.
4. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

Development Review Staff Report



STANDARDS FOR CONDITIONAL USE PERMIT 466

ATTACHMENT 3

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan.	While our proposed conditional use is not consistent with the Springfield Comprehensive Plan, we believe that our proposal will complement the existing zoning and adjacent land uses.	The <i>Growth Management and Land Use Plan</i> designates this site as appropriate for Low-Density Housing, which is inconsistent with the existing zoning and land uses present in this area south of James River Freeway. As stated in the <i>Comprehensive Plan</i> , the land use map, "... should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement."
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	To the best of our knowledge, this is correct.	The proposed use and site plan has been evaluated by Public Works – Traffic for its potential impact on the safety of the motoring public and of pedestrians within and around the site. Traffic's comments are provided in Attachment 1. Staff does not anticipate that this use will adversely affect the motoring public or pedestrians.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	We intend to abide by the standards set forth for safety and fire prevention.	The proposed use and site plan has been evaluated by the Fire Department, which has found no concerns at this time. The development must comply with the 2018 IFC at the time of permit review.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	To the best of our knowledge, this is correct.	The proposed use and site plan has been evaluated by Public Works – Stormwater for its impact on adjacent property and has found no such issues.
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses	To the best of our knowledge, this is correct.	The proposed use will be subject to the noise standards contained in Section 36-485 of the Land Development Code. Staff does

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
permitted as a matter of right in the district.		not expect for this use to produce noise levels beyond that typically associated with the type of activity proposed.
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	To the best of our knowledge, this is correct.	This site does not border residential properties. Staff does not anticipate any issues pertaining to the glare of vehicular or stationary lights associated with the proposed use at this site.
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	To the best of our knowledge, this is correct.	Signs are regulated by Section 36-454 of the Land Development Code and the operator is required to receive a sign permit for all signage, approved separately from the building permit.
8. Such signs will not have an adverse effect on any adjacent properties.	To the best of our knowledge, this is correct.	As stated above, all signage will be reviewed by staff as part of the permitting process. Staff does not anticipate any issues with such signage based on the information available to us at this time.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	To the best of our knowledge, this is correct.	Public Works – Traffic has reviewed the proposal and their comments are available in Attachment 1. The street rights-of-way for both W. Republic Street and S. Kansas Court are currently acceptable.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare.	To the best of our knowledge, this is correct.	This commercial property is located along one of Springfield's principal commercial corridors and is adjacent to other commercial properties containing similar or compatible uses. Staff does not anticipate that the proposed use will adversely impact or be incompatible with the site's surroundings.
11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the	To the best of our knowledge, this is correct.	The applicant has provided a site plan for the proposed development indicating that the proposal will utilize a building of standard bulk which will complement the commercial development present in this area already.

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
immediate neighborhood, consideration shall be given to: a. The location, nature and height of buildings, structures, walls and fences on the site; and b. The nature and extent of landscaping and screening on the site.		
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	To the best of our knowledge, this is correct.	This site does not feature any noteworthy natural or topographical features and as such will not have an adverse impact on such features.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	To the best of our knowledge, this is correct.	Similar to the above, this site does not contain any natural, scenic, or historic features. The applicant will be performing interior changes to the existing buildings.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	We intend to abide by the standards set forth by the AHJ.	The proposed use and site plan will be subject to all lot size requirements, bulk regulations, use limitations, and performance standards as outlined by the City's Land Development Code.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	To the best of our knowledge, this is correct.	The proposed use will complement the fueling station and convenience store currently under development to the south, as well as the existing automotive tire service center to the southeast.
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect.	We intend to abide by the relevant standards and/or Ordinances.	The applicant's site plan indicates that Code's minimum off-street parking requirements and design standards will be met.
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	To the best of our knowledge, this is correct.	Staff does not anticipate any issues with the property's access to existing public rights-of-way.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or	To the best of our knowledge, this is correct.	Staff does not anticipate any issues with the property's vehicular circulation elements.

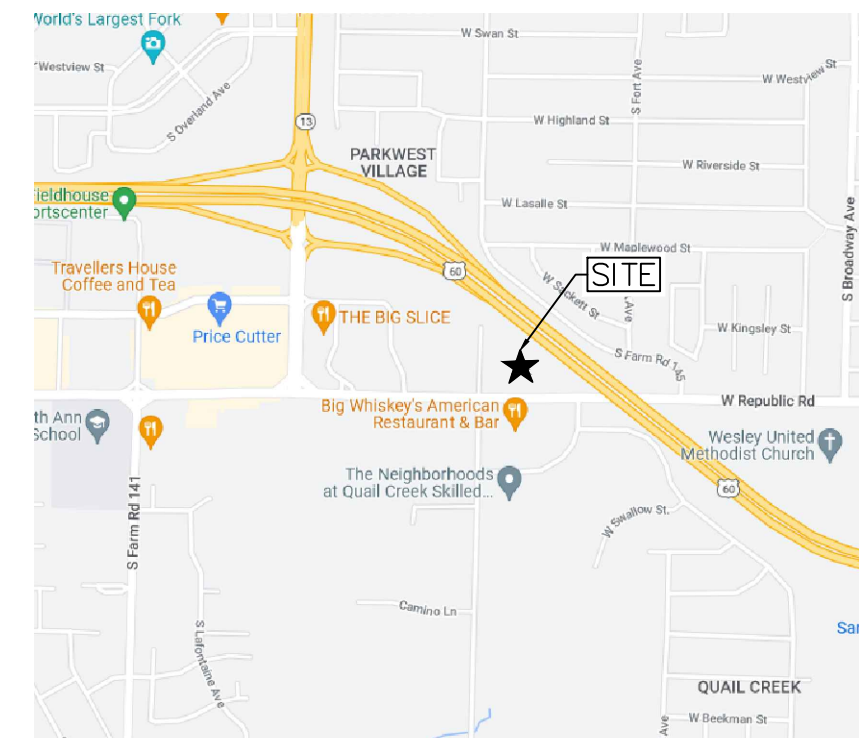
Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.		
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	To the best of our knowledge, this is correct.	As indicated by the applicant, the proposal will not impact or interfere with existing easements, roadways, rail lines, utilities or public/private rights-of-way.
20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	We intend to abide by any applicable Ordinances.	This site does not contain any existing structures aside from existing pavement.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	To the best of our knowledge, this is correct.	All public facilities and services needed to serve the proposed use are currently present or available to the site.

Attachment 4

SYMBOL	DESCRIPTION
	HANDICAPPED SYMBOL
	NUMBER OF PARKING SPACES
	SITE SIGNAGE
	BOLLARD
	SITE LIGHTING (RE: PHOTOMETRIC)
	6' SCREEN FENCE
	CONCRETE PAVING/SIDEWALK
	HEAVY DUTY CONCRETE
	DUMPSTER PAD CONCRETE
	STANDARD DUTY PAVEMENT
	HEAVY ASPHALT PAVEMENT
	PAINTED STOP LINE
	SAWCUT LINE



PROPERTY DATA
PIN: 8898305246
ADDRESS: 1545 W REPUBLIC ST
SPRINGFIELD, MO

ZONING & SETBACK DATA
ZONED: GR, GENERAL RETAIL
(CUP REQUIRED FOR AUTOBODY)
BUILDING SETBACKS:
KANSAS CT: 15'
JAMES RIVER FWY: 0'
REAR/SIDE: 0'
LANDSCAPE SETBACKS:

- LANDSCAPE SETBACKS OR "BUFFERYARDS" APPLY ONLY TO PROPERTY LINES BETWEEN TWO PROPERTIES OF DIFFERENT ZONING (I.E. SOUTH PROPERTY LINE)
- BUFFERYARDS SHALL BE WAIVED BETWEEN ADJUTING PROPERTIES IN DIFFERENT DISTRICTS IF A JOINT ACCESS AGREEMENT BETWEEN THE PROPERTIES IS ESTABLISHED (PER ZONING CODE SEC. 36-482)

STORMWATER DETENTION NOTE
STORMWATER DETENTION HAS BEEN PROVIDED TO THIS PROPERTY BY A POND LOCATED TO THE SOUTHEAST OF THIS SITE BY THE OVERALL DEVELOPER. THIS POND IS LOCATED ON LOT 2 OF THIS DEVELOPMENT AND HAS SUFFICIENT VOLUME FOR CALIBER'S STORAGE (PER THE CITY OF SPRINGFIELD)

ACREAGE SUMMARY AND PARKING SUMMARY:
ACREAGE SUMMARY:
TOTAL PARCEL: 1.82 AC.
GROSS FLOOR AREA: 16,100 SF.
PARKING SUMMARY:
PROVIDED: 11 CUSTOMER SPACES PROVIDED
78 STORAGE SPACES PROVIDED
2 ADA SPACES PROVIDED
TOTAL: 89 SPACES TOTAL

PAVING NOTE
THIS CONCEPT PLAN PROPOSES APPROXIMATELY 34,950 SF OF PAVING (INCLUDING ASPHALT, SIDEWALKS, CURB & GUTTER AND DUMPSTER ENCLOSURE APPROACH)

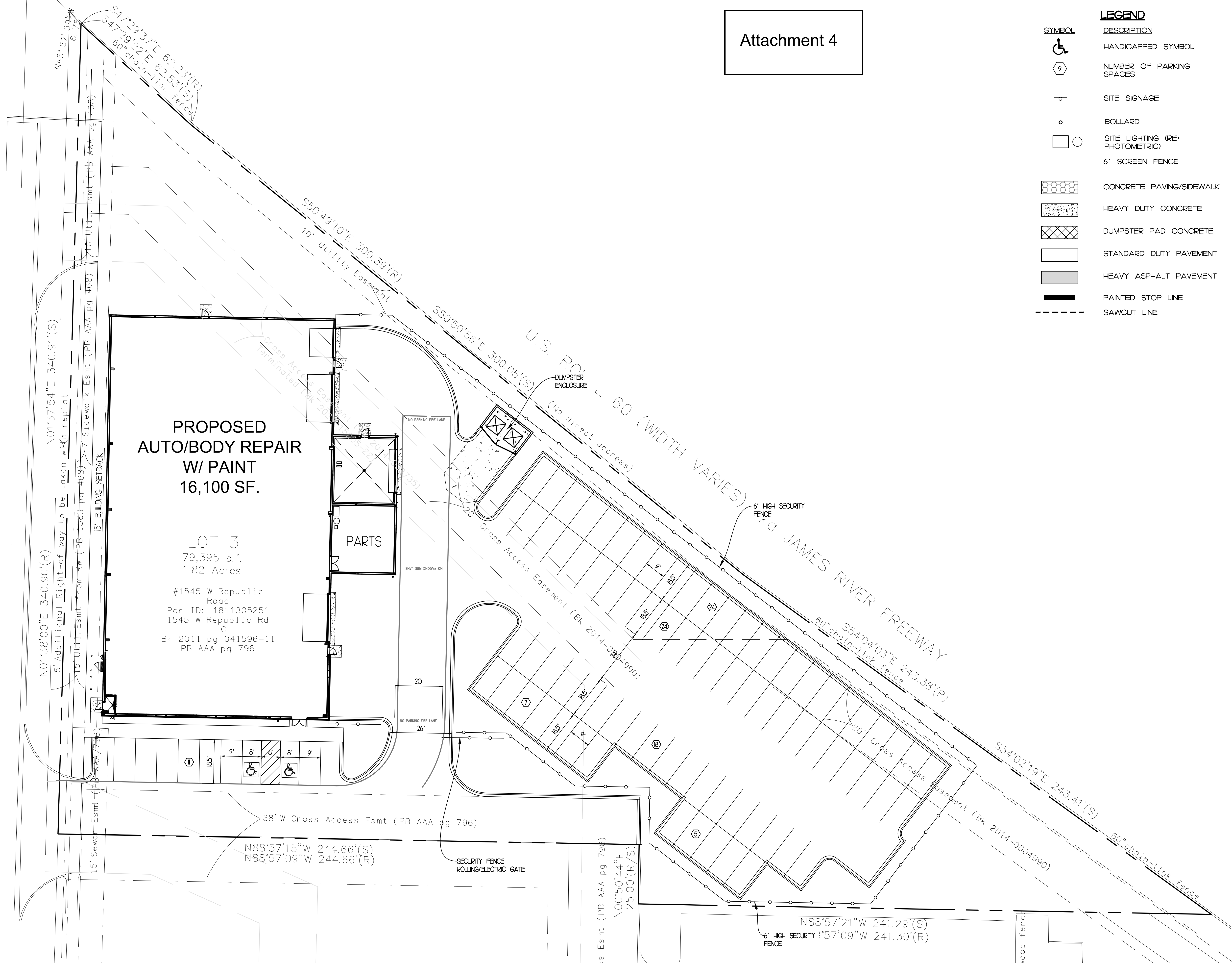
REVISIONS	BY

FREELAND and KAUFFMAN, INC.
Engineers & Landscape Architects
209 West Stone Avenue
Greenville, South Carolina 29609
864-233-5497

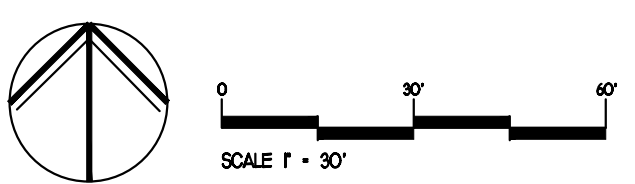
**PRELIMINARY
NOT FOR
CONSTRUCTION**

CALIBER COLLISION
1545 W REPUBLIC ST
SPRINGFIELD, MO
4336 MARSH RIDGE ROAD,
CARROLLTON, TX 75010

DRAWN MCJ
CHECKED TMB
DATE 7/20/2022
SCALE
DRAWING



SITE PLAN



Attachment 5

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: Autobody Repair Shop
2. Meeting Date & Time: 8/18/22 - 4:00PM - 6:30PM Local Time
3. Meeting Location: 1545 W Republic Rd. Springfield, MO
4. Number of invitations that were sent: 51
5. How was the mailing list generated: Provided by City
6. Number of neighbors in attendance (attach a sign-in sheet): 4

7. List the verbal comments and how you plan to address any issues:

(City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

- 1- Sound Concern: We do not believe this will be an issue given we are a closed door operation and any sound potentially omitted will be overshadowed by the adjacent highway. Traffic Studies have been performed on other like projects and found that sound from the nearby streets would be louder than any sound coming from the Caliber Collision. As it relates to this specific project, the highway traffic will be much louder than the local traffic and any sound coming from the business.
- 2- Elevation Concern: The elevations of our project will fit in with the character of the neighborhood by having elevations similar to adjacent properties.
- 3- Lighting Concern: We will follow the applicable ordinances for lighting requirements. Lighting from the site will not extend across the highway and impact the residences.
- 4- Verbal comment in support of the project.

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

- 1- Only written comment was in support of the project

I, Nick Fore (print name), attest that the neighborhood meeting was held on 8/18/2022 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Nick Fore
Signature of person completing affidavit

Nick Fore
Printed name of person completing affidavit

One-rdg. X
P. Hrngs.
Pgs. 46
Filed: 10-11-22

Sponsored by: Hardinger

First Reading:

Second Reading:

COUNCIL BILL 2022- 259

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a Disease Intervention
2 Specialist Workforce Program grant from the Federal Department of
3 Health and Human Services Centers for Disease Control and
4 Prevention through the Missouri Department of Health and Senior
5 Services in the amount of \$162,500 for use by the Springfield-Greene
6 County Health Department in support of the sexually transmitted
7 disease prevention and control strategies and to enter into necessary
8 agreements to carry out the grant; amending the Fiscal Year 2022-
9 2023 budget in the amount of \$162,500 for the purpose of
10 appropriating the grant funds; and declaring that this bill qualifies for
11 approval in one reading.
12 _____
13

14 WHEREAS, this grant from the Missouri Department of Health and Senior
15 Services ("MDHSS") is in support of the sexually transmitted disease prevention and
16 control strategies and activities that have been identified by the Centers for Disease
17 Control and Prevention; and
18

19 WHEREAS, the grant will provide the Springfield-Greene County Health
20 Department ("SGCHD") with budget support and improved capacity for implementing
21 the identified prevention and control strategies and activities.
22

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

26 Section 1 – The City Manager, or his designee, is hereby authorized to accept
27 grant funds in the amount of \$162,500 as set forth in "Exhibit A," which is attached
28 hereto and incorporated herein by this reference, and to execute contracts, on forms
29 approved by the City Attorney, necessary to carry out the intent of this grant.
30

31 Section 2 – The Fiscal Year 2022-2023 budget of the Springfield-Greene County
32 Health Department is hereby amended in the accounts and in the amounts as shown on

Budget Adjustment No. 022, a copy of which is attached hereto and incorporated herein by reference as "Exhibit B."

Section 3 – City Council finds that the budget adjustment made above has been recommended by the City Manager.

Section 4 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City. In the event additional funding is provided under this grant by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent.

Section 5 – City Council hereby finds and declares that this Ordinance may be passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to a contract for the acceptance of grant funds from a state or federal agency. Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Mary B. Bozart, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022- 259

FILED 10-11-22

ORIGINATING DEPARTMENT: Health

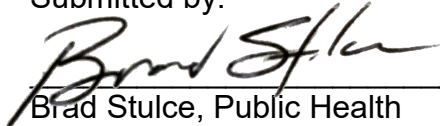
PURPOSE: Authorizing the City Manager, or his designee, to accept a Disease Intervention Specialist Workforce Program grant from the Federal Department of Health and Human Services Centers for Disease Control and Prevention through the Missouri Department of Health and Senior Services in the amount of \$162,500 for use by the Springfield-Greene County Health Department in support of the sexually transmitted disease prevention and control strategies and to enter into necessary agreements to carry out the grant; amending the Fiscal Year 2022-2023 budget in the amount of \$162,500 for the purpose of appropriating the grant funds.

BACKGROUND INFORMATION: This grant from the Missouri Department of Health and Senior Services ("MDHSS") is in support of the sexually transmitted disease prevention and control strategies and activities that have been identified by the Centers for Disease Control and Prevention. The grant will provide the Springfield-Greene County Health Department ("SGCHD") with budget support and improved capacity for implementing the identified prevention and control strategies and activities.

This budget adjustment accepts the increase in funds and budgets in the amount of \$162,500 in expenditures in the SGCHD Fiscal Year 2022-2023.

This Ordinance authorizes the acceptance of grant funds from the state or federal government and may be passed as a one-reading ordinance pursuant to City Charter Section 2.16(25) as it relates to a contract for acceptance of grant funds from a state or federal agency.

Submitted by:



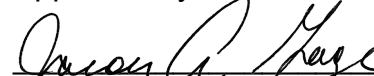
Brad Stulce, Public Health
Resource Manager

Recommended by:



Katie Towns, Director of
Health

Approved by:



Jason Gage,
City Manager

**PROGRAM SERVICES CONTRACT**

Exhibit A

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

Tracking # 52592	Contract Title: DISEASE INTEVENTION SPECIALIST WORKFORCE PROGRAM	
Contract Start: 7/1/2022	Contract End: 12/31/2022	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #:		Amend #: 00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) SPRINGFIELD - GREENE COUNTY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS 227 EAST CHESTNUT EXPRESSWAY		
CITY, STATE, and ZIP CODE SPRINGFIELD MO 65802		
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		
CONTACT PERSON	EMAIL ADDRESS	
PHONE NUMBER	FAX NUMBER	
TAXPAYER ID NUMBER (TIN) *****0268	UEI NUMBER: VMKPNYHAL941	DUNS NUMBER 006852255
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE	
PRINTED NAME	TITLE	
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE	

Disease Intervention Specialist Workforce Program

1. GENERAL

- 1.1 The contract amount shall not exceed \$162,500.00 for the period of July 1, 2022 through December 31, 2022.
- 1.2 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.4 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.4.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - 1.4.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.4.3 Taxes (e.g., city/county/state/federal)
 - 1.4.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.4.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.4.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.5 If the Contractor provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, the Contractor understands and agrees that it is voluntarily choosing to seek a state contract and providing such information for that purpose. The state will treat such personal information in accord with §105.1500, RSMo.
- 1.6 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Bureau of HIV, STD, and Hepatitis
Program Contact: Dustin Hampton
Address: 930 Wildwood Drive
Phone: 573-751-6439
Email: Dustin.Hampton@health.mo.gov

2. PURPOSE

2.1 The purpose of the sexually transmitted disease (STD) prevention and control strategies and activities are to prevent and control chlamydia, gonorrhea, syphilis and other communicable diseases according to the Centers for Disease Control and Prevention (CDC) STD Prevention and Control grant.

2.1.1 Priority strategies and activities for STD prevention and control include the following:

- a. Conducting STD surveillance;
- b. Respond to STD-related outbreaks;
- c. Identify persons with STDs and link them and their partners to care and to treatment through targeted disease investigation and intervention;
- d. Promote CDC-recommended screening, diagnosis, and treatment practices among relevant providers;
- e. Disseminate local data and information to the health care community and general public;
- f. Monitor and develop STD-related policy;
- g. Develop and strengthen multi-sector partnerships to support STD prevention and control;
- h. Support HIV prevention goals and collaborate with health department HIV programs; and
- i. Analyze and use data for increased program insights and program improvement.

2.1.2 Within the core public health functions, the purpose is to:

- a. Assess congenital syphilis cases to determine the epidemiological and health care factors associated with the cases to inform interventions.
- b. Increase screening for syphilis among pregnant females in prenatal care and birthing facilities and women of reproductive age, per CDC recommendations.

- c. Provided maternal case management for congenital syphilis and Human Immunodeficiency virus (HIV) cases, as directed by the Department.
- d. Assess and increase the provision of targeted and effective health department Disease Intervention Specialist (DIS) partner services according to current partner services policies and procedures of the Missouri Department of Health and Senior Services (Department) for:
 - 1) Syphilis
 - 2) Human Immunodeficiency virus (HIV)
 - 3) Gonorrhea and/or Chlamydia, if a co-infection of Syphilis or HIV
 - 4) Other identified communicable diseases e.g. COVID-19, hepatitis C, etc.
- e. Link individuals newly diagnosed with HIV and those previously diagnosed with HIV who are not in medical care to HIV medical care services.
- f. Collaborate with the Department to address and improve health disparities within their service areas.

3. DELIVERABLES AND OUTCOMES

- 3.1 The Contractor shall serve Greene County.
- 3.2 The Contractor shall adhere to the use and follow the processes, policies, and procedures located at <https://health.mo.gov/living/healthcondiseases/communicable/stds/dis/dis-contractors.php>.
- 3.3 The Contractor shall ensure that DIS duties include, but are not limited to, the following:
 - 3.3.1 Initiate and complete investigations on reportable STD/HIV infections, according to current Department policies and procedures.
 - 3.3.2 Determine the source and contain the potential spread of reportable sexually transmitted diseases including HIV through case investigation, contact notification, and medical and other record review as necessary.
 - 3.3.3 Provide disease education, risk reduction, and sex and needle sharing partner elicitation according to risk of infection.
 - 3.3.4 Perform field investigations using every available location activities through legal means to locate and interview original patients and to locate others at risk for infection

including sex and needle-sharing partners to notify of potential exposure and refer to appropriate services including testing and treatment.

- a. Location activities through legal means include, but are not limited to: obtaining information from clients, relatives of clients, sex partners, public agencies (county, city, state and federal correctional facilities, county health departments, schools, laboratories), and other potential sources/leads.
- 3.3.5 Assure appropriate testing, treatment, and linkage to medical care of those with STD, HIV, Hepatitis C, and other infections.
- 3.3.6 Conduct STD, HIV, and Hepatitis C testing and specimen collection, providing all results to the individuals tested.
- 3.3.7 Ensure accurate and detailed documentation of all case investigation and partner notification activities including, but not limited to, searches, phone calls, field visits, interviews, text messages, emails, technology-based communications (E.g. Facebook messaging or other departmental approved technology application), and any conversations including risk reduction and education according to the Department's current policies and procedures.
- 3.3.8 Provide technical support to medical providers, clinics, and any other sites regarding Missouri's rules, regulations, and policies about STDs/HIV including reporting as well as the CDC recommendations including STD/HIV testing and treatment.
- 3.3.9 Identify potential clusters and outbreaks among cases worked and notify the Department within twenty-four (24) hours and assist the Department with the response e.g. monitoring activities and disseminating necessary data or information to local partners as requested by the Department.
- 3.3.10 Provide education presentations and consultations to medical providers, substance use treatment counselors, community groups and school staff/students on sexually transmitted diseases; make group presentations to schools, community organizations/agencies, correctional and law enforcement staff and others concerning reduction, control and prevention of sexually transmitted disease and HIV.
- 3.3.11 Provide assistance and support to other DIS as requested by the Department.
- 3.4 The Contractor shall utilize DIS software and reporting system(s) (e.g. Websurv) as specified by the Department. The Department shall provide training to contracted staff on the specified systems and forms.
- 3.5 The Contractor understands and agrees that data is "only for investigation to determine the source of exposure and/or potential for spread; follow-up screening to monitor

disease, exposure status, or communicability; counseling and patient education regarding the disease or condition and its prevention; administration of immunizations and/or prophylactic medications to the case or contacts; isolation and/or restriction of the client's or contact's activities; environmental assessment and other activities undertaken to eliminate the source of exposure; or epidemiologic analysis to determine trends in incidence, prevalence, treatment, disease progression, and/or risk factors associated with diseases" (19 CSR 20-20.075(2)).

- 3.6 The Contractor agrees to notify the Department of any proposed uses of data or information that falls outside the scope of performing DIS duties and deliverables as specified herein.
- 3.7 The Contractor shall ensure all staff are documenting contract activities including entry in designated systems and forms according to the Department's current policies and procedures.
- 3.8 The Contractor shall assist the Department in identifying and responding to outbreaks and clusters.
- 3.9 The Contractor shall divert DIS to conduct other communicable disease contact tracing and investigations including but not limited to COVID-19 and Hepatitis C, as directed by the Department.
- 3.10 The Contractor shall collect and submit laboratory specimens according to the Department's policies and procedures and the manufacturers of the specimen collection devices.
- 3.11 The Contractor shall assure accuracy and completeness of all laboratory requisitions (lab slips) submitted to the State Public Health Laboratory, to include patient insurance information.
- 3.12 The Contractor shall notify the Department of any provider changes that would impact program operations (i.e. staffing changes, significant changes in testing volume, etc.) within twenty-four (24) hours.
- 3.13 The Contractor shall comply and participate in the Department's site visits and provide access to all charts and records for review by the Department.
- 3.14 The Contractor shall conduct risk reduction and other prevention services to those tested through this contract as described in the STD Testing Procedural Guidelines.
- 3.15 The Contractor shall assign all possible congenital syphilis cases within twenty-four (24) hours of report for field follow-up and will submit the final case documentation to the Department according to the Department's current policies.

- 3.16 The Contractor shall refer HIV positive individuals from DIS services to HIV Linkage to Care according to Department protocols.
- 3.17 The Contractor shall offer pre-exposure prophylaxis (PrEP) education and refer individuals who have received a negative HIV test result from DIS services to a PrEP provider.
- 3.18 The Contractor shall interview gonorrhea cases according to criteria established in conjunction with and approved by the Department. The Contractor must have approval from the Department prior to changes in criteria.
- 3.19 The Contractor shall notify the Department of any possible drug-resistant case of gonorrhea within twenty-four (24) hours of report and will assist in the investigation if requested by the Department.
- 3.20 The Contractor shall encourage DIS staff to be vaccinated for hepatitis B, influenza, and evaluated for TB as recommended by the CDC. Costs associated with this are allowable and may be included in the invoice submitted to the Department.
- 3.21 The Contractor shall assure all newly hired DIS staff successfully complete the current DIS training program as required by the Department and thereafter. All expenses are allowable and may be included in the invoice submitted to the Department.
- 3.22 The Contractor shall ensure a diverse and inclusive DIS workforce by hiring from within the communities in which the DIS will serve. If the Contractor is not able to hire a diverse and inclusive workforce, the Contractor shall provide a written explanation to the Department detailing the barriers and activities taken to recruit and retain a diverse and inclusive workforce.
- 3.23 The Contractor shall conduct case reviews at least quarterly on all cases worked in the current year by the Contractor to ensure compliance with the CDC's case definitions and all the Department's current protocols including the STD/HIV Partner Services Protocol and the Data Entry Instructions for the DIS software and reporting system as specified by the Department.
- 3.24 The Contractor shall ensure that all DIS attend at least two (2) free continuing education trainings approved by the Department. All expenses are allowable and may be included in the invoice submitted to the Department.
- 3.25 The Contractor shall have staff attend other trainings as requested by the Department. All expenses are allowable and may be included in the invoice submitted to the Department.

- 3.26 The Contractor shall assure that one (1) representative from the STD program attend at least one (1) STD related conference. All expenses are allowable and may be included in the invoice submitted to the Department.
- 3.27 The Contractor shall designate one (1) representative to attend and participate in the Department's Syphilis Advisory Group.
- 3.28 The Contractor shall follow procedures and timeframes specified in the statewide STD/HIV Partner Services Protocol.
- 3.29 The Contractor shall assist in the development and/or review of the statewide STD/HIV Partner Services Protocol as requested by the Department.
- 3.30 The Contractor shall attend DIS program meetings as requested by the Department. All expenses are allowable and may be included in the invoice submitted to the Department.
- 3.31 The Contractor shall attend and participate in quality improvement projects as specified by the Department.
- 3.32 The Contractor shall complete a minimum of one (1) quality improvement project annually.
- 3.33 The Contractor shall to adhere to the *DIS Performance Measures* found at <https://health.mo.gov/living/healthcondiseases/communicable/stds/dis/dis-contractors.php>.
- 3.34 The Contractor shall complete the *DIS Metrics* found at <https://health.mo.gov/living/healthcondiseases/communicable/stds/dis/dis-contractors.php>.
- 3.35 Upon request by the Contractor, the Department will assist the Contractor in identifying mechanisms to track progress on the contract deliverables and provide technical assistance.

4. REPORTS

- 4.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve (12) months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve (12) months, the Contractor shall submit this report annually and at the time the final invoice is due.

- 4.2 The Contractor at a minimum of quarterly during the effective dates of this contract, agrees to verify which of its employees are still employed and still require access to the Department to ensure appropriate access to DIS software. The Contractor shall perform verification and updates with the WebSurv Program Security Officer at Division of Community and Public Health, Bureau of Reportable Disease Informatics.

5. BUDGET AND ALLOWABLE COSTS

- 5.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the following budget categories: personnel/fringe, travel, supplies, other direct costs, and indirect costs.
- 5.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.
- 5.3 Indirect costs
- 5.3.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the Contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.
- 5.3.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.1.
- a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.
- 5.3.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.
- 5.4 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

- 5.5 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's written travel policy, whichever is lower.
- 5.5.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.
- 5.5.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.
- 5.6 The Contractor shall follow competitive procurement practices.

6. INVOICING AND PAYMENT

- 6.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.
- 6.1.1 A copy of the Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
- 6.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 6.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.
- 6.3 The Contractor shall submit invoices monthly. Invoices shall be due by the last day of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 6.4 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.
- 6.5 The Contractor shall submit invoices and reports to:

Missouri Department of Health and Senior Services
Bureau of HIV, STD, and Hepatitis
Attn: joyce.hooker@health.mo.gov
P.O. Box 570, Jefferson City, MO 65102-0570

- 6.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 6.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 6.8 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 6.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 6.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 6.10.1 For payment by check, the Contractor shall issue a check made payable to “DHSS-DA-Fee Receipts” and mail the check to:
- Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570
- 6.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://sam.gov/content/assistance-listings>.
- 6.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

7. AMENDMENTS

- 7.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

8. RENEWALS

- 8.1 The parties may renew the agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

9. MONITORING

- 9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

10. DOCUMENT RETENTION

- 10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.
- 10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

- 10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.
- 10.6 The Contractor shall follow record retention procedures as specified by the Department for STD and HIV records.

11. CONFIDENTIALITY

- 11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 11.2 The Contractor shall comply with provisions of Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

12. LIABILITY

- 12.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 12.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
- 12.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and

conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

13.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

13.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

14. AUTHORIZED PERSONNEL

14.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the

Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

- 14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 14.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:
 - 14.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 14.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program; AND

- 14.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 14.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

15. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

- 15.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 15.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
- 15.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.
- 15.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

16. TERMINATION

- 16.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
 - 16.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
 - 16.1.2 A change in federal or state law relevant to this contract occurs; or
 - 16.1.3 A material change of the parties to the contract occurs; or
 - 16.1.4 By request of the Contractor.
- 16.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.
 - 16.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
 - 16.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 16.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

CERTIFICATIONS AND SPECIAL PROVISIONS**1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

CERTIFICATIONS AND SPECIAL PROVISIONS

- or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS**4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

- 5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

- 6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
 - 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
 - 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
 - 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - 6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
 - 6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

- 6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

- 7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

- 8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.
 - 1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <https://health.mo.gov/information/contractorresources/> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
 - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.
 - 1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
 - 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
 - 1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.
 - 1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

- 1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
 - 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
 - 1.8.3 Use forced labor in the performance of the award or subawards under the award.
- 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Unique Entity Identifier (UEI) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its UEI number. The Department shall withhold the award of this contract until the Contractor submits the UEI number to the Department and the Department has verified the UEI number.

SUBRECIPIENT SPECIAL CONDITIONS**1.12 Equipment**

- 1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than \$5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than \$5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.
- 1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number		3. Contract Period (MM/DD/YY)	
		From:	To:
5. UEI Number		6. EIN	
		7. Report Type	
		☐ Annual ☐ Final	
8. Transactions			
Contract Expenditures:			
8a. Total contract funds authorized:			
8b. Total expenditures:			
8c. Unspent balance of contract funds (line a minus b):			\$0.00
Match Requirements (if required by the contract):			
8d. Total match required:			
8e. Total match expenditures:			
8f. Remaining match to be provided (line d minus e):			\$0.00
9. Remarks: Attach any explanations deemed necessary.			
10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).			
11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor		11b. Telephone (Including Area Code)	
11d. Signature of Authorized Certifying Official of the Contractor		11c. Email Address	
		11e. Date Report Submitted (MM/DD/YY)	

1. Business Associate Provisions

- 1.1 Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."
- 1.1.1 The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
- a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
 - b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.
 - c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
 - d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.
 - e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 - f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
 - g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

- i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
 - j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (i) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (ii) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
 - k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
 - l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
 - m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- 1.1.2 The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
 - 1.1.3 The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
 - 1.1.4 The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.
 - 1.2 Permitted Uses and Disclosures of Protected Health Information by the Contractor:
 - 1.2.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.

- 1.2.2 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- 1.2.3 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- 1.2.4 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- 1.2.5 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
- 1.2.6 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 1.2.7 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.
- 1.2.8 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.
- 1.3 Obligations and Activities of the Contractor:
 - 1.3.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
 - 1.3.2 The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
 - c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

- d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
- e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

- 1.3.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- 1.3.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- 1.3.5 By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- 1.3.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- 1.3.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

- 1.3.8 At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 1.3.9 The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- 1.3.10 The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- 1.3.11 The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- 1.3.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
- a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - b. The electronic address of any individual who has specified a preference of contact by electronic mail;
 - c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or

disability code) and whether the incident involved Unsecured Protected Health Information; and

- e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

- 1.3.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
- 1.3.14 Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- 1.3.15 If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
- 1.3.16 The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.
- 1.4 Obligations of the State Agency:
 - 1.4.1 The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
 - 1.4.2 The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
 - 1.4.3 The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
 - 1.4.4 The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

- 1.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
- 1.5.1 In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.
- 1.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <http://www.uscis.gov/e-verify>.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Disease Intervention Specialist Workforce Program (Contract Name) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with 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, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of 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, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of 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 shall be considered to be conclusive evidence that a company is participating in a boycott of 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; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of 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 if other factors warrant such a conclusion.

Certification: The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- | | |
|---------------|--|
| BOX A: | To be completed by a Contractor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.” |
| BOX B: | To be completed by a Contractor that meets the definition of “Company” but has <u>less than ten employees</u> . |
| BOX C: | To be completed by a Contractor that <u>meets the definition of “Company”</u> and <u>has ten or more employees</u> . |

EXHIBIT 2, continued

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged 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 as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not 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 as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	52592	State: 0%	\$0.00	Federal: 100%	\$162,500.00
Contract Title: DISEASE INTEVENTION SPECIALIST WORKFORCE PROGRAM					
Contract Start:	7/1/2022	Contract End:	12/31/2022	Amend#: 00	Contract #:
Vendor Name: SPRINGFIELD - GREENE COUNTY HEALTH DEPARTMENT					

CFDA: N/A	Research and Development: *		
CFDA Name:	*		
Federal Agency:	*		
Federal Award:	*		
Federal Award Name:	*		
Federal Award Year: *	DHSS #: ZZZ-PENDING FOA	Federal Obligation:	\$162,500.00

* The Department will provide this information when it becomes available.

Project Description:

For Sexually Transmitted Disease (STD) prevention and control strategies and activities to prevent and control chlamydia, gonorrhea, syphilis and other communicable disease according to the Center for Disease Control and Prevention STD Prevention and Control grant.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
022

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27270	11	50010	414100			\$ 162,500	Disease Intervention Specialist Workforce Program Grant
Net Revenue Adjustment						\$ 162,500	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27270	11	50010	500110			\$ 162,500	Disease Intervention Specialist Workforce Program Grant
Net Expenditure Adjustment						\$ 162,500	

Fund Balance Appropriation:

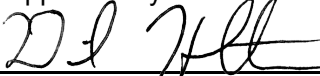
Fund	Title	Amount

Explanation: To amend the FY2022-23 budget by appropriating \$162,500 from the Federal Department of Health and Human Services for the Disease Intervention Specialist Workforce Program grant to help prevent and control sexually transmitted diseases.

Requested By:


Department Head 10-11-22
Date

Approved By:


Director of Finance 10-11-22
Date

City Manager Date

Authorization:

Council Bill No. 2022-259
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 10-11-22

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 260

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept the Edward Byrne
2 Memorial Justice Assistance Grant in the amount of \$192,496.00
3 from the United States Department of Justice and to enter into an
4 interlocal agreement with Greene County, outlining the division of
5 the grant funds; and amending the budget for the Springfield Police
6 Department for Fiscal Year 2022-2023 in the amount of
7 \$192,496.00.
8 _____
9

10 WHEREAS, the City of Springfield, Missouri ("City") and Greene County,
11 Missouri ("County") have previously partnered to apply for and accept the United States
12 Department of Justice, Edward Byrne Memorial Justice Assistance Grant ("JAG"); and
13

14 WHEREAS, the joint application award amount is \$192,496.00, with the City
15 receiving \$115,497.60 (60%) and the County receiving \$76,998.40 (40%); and
16

17 WHEREAS, the JAG terms require law enforcement agencies jointly applying for
18 a grant to enter into an interlocal agreement regarding division of the funds awarded
19 under the grant.
20

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

24 Section 1 – The City Manager, or his designee, is hereby authorized to accept
25 the Edward Byrne Memorial Justice Assistance Grant from the United States
26 Department of Justice and to enter into an interlocal agreement with Greene County for
27 the purpose of carrying out the terms of the grant, substantially similar to that which is
28 attached hereto and incorporated herein by reference as "Exhibit A."
29

30 Section 2 – The budget of the Springfield Police Department for Fiscal year
31 2022-2023 is hereby amended in the accounts and in the amounts as shown on Budget
32 Adjustment No. 024, a copy of which is attached hereto and incorporated herein by
33 reference as "Exhibit B."

34
35 Section 3 – The City Council hereby finds that the budget adjustment made
36 above has been recommended by the City Manager.
37

38 Section 4 – The City Manager is directed to cause the appropriate accounting
39 entries to be made in the books and records of the City.
40

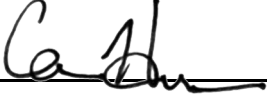
41 Section 5 – This Ordinance shall be in full force and effect from and after
42 passage.
43

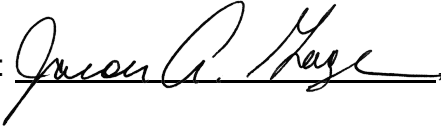
44 Passed at meeting: _____
45

46
47 _____
48 Mayor

49 Attest: _____, City Clerk
50

51 Filed as Ordinance: _____
52

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

56
57 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2022 - 260

FILED: 10-11-22

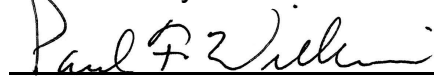
ORIGINATING DEPARTMENT: Police

PURPOSE: To authorize the City Manager, or his designee, to accept the Edward Byrne Memorial Justice Assistance Grant from the United States Department of Justice and to enter into an interlocal agreement with Greene County, outlining the division of the grant funds; amending the budget for the Springfield Police Department for FY2022-2023 in the amount of \$192,496.00.

BACKGROUND INFORMATION: The JAG formula for allocation of state and local government funds is determined based on population and crime data reported to the Federal Bureau of Investigation as part of the Uniform Crime Report. Based on this formula, the City of Springfield is eligible for grant monies. JAG does not require matching funds. However, as noted in the attachment, a disparate allocation exists between the City and Greene County, with the County bearing more than 50 percent of the costs of prosecution and incarceration that arise from the reported Crimes Against Persons. Jurisdictions identified as disparate must submit a joint application in order to be awarded any funds. The amount of funds to be distributed to each entity and the purpose for which the funds will be used must be included in the application. An Interlocal Agreement must be completed between the parties identifying the amount each has agreed to accept.

REMARKS: The joint application award amount is \$192,496.00. The City and Greene County have agreed to divide the funds with approximately 60% going to the City and 40% going to the County. The City will receive \$115,497.60 and the County will receive \$76,998.40. The City will establish an account for the joint application award amount and reimburse the County for their share. The City of Springfield Police Department will use their share of the funds to purchase software for the forensic analysis of cellular phones, body worn cameras, a traffic drone, and two replacement canines. Greene County will use their share of the funds to purchase communications earpieces, external equipment carriers, shotgun racks, and a gun safe. A budget adjustment is required and submitted with this document.

Submitted by:



Paul F. Williams, Chief of Police

Approved by:



Jason Gage, City Manager

Exhibit A

INTERLOCAL AGREEMENT
BETWEEN CITY OF SPRINGFIELD, MISSOURI AND GREENE COUNTY, MISSOURI
2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _____ day of _____, 2022, by and between the County of Greene, acting by and through its governing body, the Greene County Commission, hereinafter referred to as County, and the City of Springfield, acting by and through its governing body the City Council, hereinafter referred to as City, both of Greene County, State of Missouri, witnesseth:

WHEREAS, this Agreement is made under the authority of City Council, Ordinance _____, passed _____, 2022; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the City agrees to provide the County \$76,998.40 from the JAG award for the Law Enforcement Equipment Program; and

WHEREAS, the City and County believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the County and City agree as follows:

Section 1. City agrees to pay the County a total of \$76,998.40 of the total JAG funds of \$192,496.00. The City's share is \$115,497.60.

Section 2. County agrees to use \$76,998.40 for the Law Enforcement Program before the deadline set by JAG.

Section 3. The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. The County hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions.

Section 4. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5. The parties to this Agreement do not intend for any third party to obtain a right by

virtue of this Agreement.

Section 6. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 7. The County hereby agrees to comply with all requirements of the award, including the Special Conditions and Civil Rights requirements. They will complete a letter stating this and provide to the City.

Section 8. The County agrees to provide a letter stating they have complied with all financial conditions after they have been reimbursed for purchases.

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or Designee

Attest:

City Clerk

Approved as to Form:

City Attorney 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 therefore.

Director of Finance or Acting Director

GREENE COUNTY, MISSOURI

By: _____
Presiding Commissioner

By: _____
Commissioner 1st District

By: _____
Commissioner 2nd District

Attest:

By: _____
Greene County Clerk

Approved as to form:

By: _____
Greene County Counselor

CERTIFICATE OF AUDITOR

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 therefore.

Auditor Certification

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
024

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25220	18	92510	416010			\$ 192,496.00	FY2023 Dept. of Justice, Edward Byrne Memorial Justice Assistance Grant (JAG)
Net Revenue Adjustment						\$ 192,496.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25220	18	92510	501190			\$ 115,497.60	Tools and Equipment
25220	18	92510	504620			76,998.40	Specialty Services
Net Expenditure Adjustment						\$ 192,496.00	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2022-23 budget by appropriating grant funds from the Department of Justice for one-time needs. The Funds will be split between the City of Springfield and Greene County. The City portion is \$115,497.60 and the County portion is \$76,998.40.

Requested By:

Paul F. Williams 10-11-22
Department Head Date

Approved By:

DL Hill 10-11-22
Director of Finance Date

Authorization:

Council Bill No. 2022-260
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-Rdg. _____
P. Hrngs. _____
Pgs. 47
Filed: 10-11-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 261

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the Second Amendment to the Springfield IDEA Commons Tax
2 Increment Financing Plan; approving the Tax Increment Financing
3 Reimbursement Agreement between the City of Springfield and
4 Missouri State University; and authorizing the City Manager, or his
5 designee, to enter into the Tax Increment Financing Reimbursement
6 Agreement with Missouri State University.
7 _____
8

9 WHEREAS, by adoption of Special Ordinance 27320 on June 1, 2020, City
10 Council approved the Springfield IDEA Commons Tax Increment Financing Plan, as
11 amended by the First Amendment to Springfield IDEA Commons Tax Increment
12 Financing Plan (the "TIF Plan"), pursuant to the Real Property Tax Increment Allocation
13 Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the
14 "TIF Act"); established a Redevelopment Area generally located within the bounds of
15 East Tampa Street to the north, North Boonville Avenue to the west, North Robberson
16 Avenue and the "efactory" building located at 405 North Jefferson Avenue to the east,
17 and a set of railroad tracks running parallel to and north of East Water Street to the
18 south; declared the Redevelopment Area to be a blighted area; and designated The
19 Vecino Group, LLC, as the developer of record for the TIF Plan; and
20

21 WHEREAS, the TIF Plan proposed development of the Redevelopment Area as
22 a single redevelopment (the "Redevelopment Project"); and
23

24 WHEREAS, by adoption of Special Ordinance 27618 on December 13, 2021,
25 City Council approved a Redevelopment Project for the TIF Plan within a portion of the
26 Redevelopment Area ("Redevelopment Project Area 1") and activated the collection of
27 tax increment financing revenues within Redevelopment Project Area 1; and
28

29 WHEREAS, City Council has determined that it is in the best interest of the City
30 to approve a Second Amendment to Springfield IDEA Commons Tax Increment
31 Financing Plan (the TIF Plan, as so amended, being the "Amended TIF Plan") to: (1)
32 divide the Redevelopment Project Area, which is coterminous with the Redevelopment
33 Area, into Redevelopment Project Area 1 and Redevelopment Project Area 2; (2)

34 substitute \$3,000,000 of the JVIC Expansion Redevelopment Costs, which were eligible
35 as Redevelopment Project Costs but not designated as Reimbursable Project Costs in
36 the TIF Plan, for the \$3,000,000 in Parking Garage Redevelopment Project Costs,
37 which were designated as Reimbursable Project Costs in the TIF Plan, thus making
38 \$3,000,000 of the JVIC Expansion Redevelopment Costs eligible as Reimbursable
39 Project Costs in lieu of the \$3,000,000 of Parking Garage Redevelopment Project Costs
40 without affecting the total Redevelopment Project Costs or total Reimbursable Project
41 Costs; (3) provide a revised calculation of total TIF Revenue and revenues from State
42 Supplemental TIF, shown separately for Redevelopment Project Area 1 and
43 Redevelopment Project Area 2, based on revisions to the expected receipts of State
44 Supplemental TIF; and (4) provide a revised Cost-Benefit Analysis for the State of
45 Missouri; and

46
47 WHEREAS, City Council desires to enter into a reimbursement agreement with
48 Missouri State University, establishing the rights, duties, and obligations of the City and
49 Missouri State University with respect to certain aspects of the implementation of the
50 Amended TIF Plan and the application of revenues under the Amended TIF Plan; and
51

52 WHEREAS, the Amended TIF Plan does not alter the exterior boundaries of the
53 original Redevelopment Area, does not affect the general land uses established in the
54 TIF Plan, and does not change the nature of the Redevelopment Project, so the notice
55 and hearing provisions set forth in Section 99.825 of the TIF Act are not applicable to
56 City Council's consideration of the Amended TIF Plan.
57

58 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
59 OF SPRINGFIELD, MISSOURI, as follows, that:
60

61 Section 1 – The Second Amended TIF Plan, which is attached hereto and
62 incorporated herein by this reference as “Exhibit 1,” is hereby approved.
63

64 Section 2 – The TIF Reimbursement Agreement between the City and Missouri
65 State University, which is attached hereto and incorporated by this reference as “Exhibit
66 2,” is hereby approved.
67

68 Section 3 – The City Manager, or his designee, is authorized to enter into an
69 agreement with Missouri State University that substantially conforms to “Exhibit 2.”
70

71 Section 4 – The City staff, the City's special legal counsel, and other appropriate
72 City officials are hereby authorized to take any and all actions as may be deemed
73 necessary or convenient to carry out and comply with the intent of this Ordinance and to
74 execute and deliver for and on behalf of the City all certificates, instruments, and
75 agreements or other documents as may be necessary, desirable, convenient, or proper
76 to perform all matters authorized herein.
77

78 Section 5 – It is hereby declared to be the intention of the City Council that each
79 and every part, section, and subsection of this Ordinance shall be separate and

severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 6 – This Ordinance shall be in full force and effect from and after the date of its passage and approval.

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- 261

FILED: 10/11/22

ORIGINATING DEPARTMENT: Economic Vitality

PURPOSE: To approve the Second Amendment to the Springfield IDEA Commons Tax Increment Financing Plan; approve the Tax Increment Financing Reimbursement Agreement between the City of Springfield and Missouri State University; and authorize the City Manager, or his designee, to enter into the Tax Increment Financing Reimbursement Agreement with Missouri State University.

BACKGROUND: The IDEA Commons Tax Increment Financing Plan, as amended by the First Amendment to Springfield IDEA Commons Tax Increment Financing Plan (the “TIF Plan”) was approved on June 1, 2020 by [Special Ordinance 27320](#) as part of a private-public partnership between the City of Springfield (the “City”), Missouri State University (the “University”), and The Vecino Group, LLC (the “Developer”) for the redevelopment of a portion of the University’s Jordan Valley Innovation Center (“JVIC”) and surrounding property, known as the “IDEA Commons Project.” The TIF Plan established a Redevelopment Area containing a single Redevelopment Project consisting of the following:

1. A 100,000 ft² office building (the “Office Building”);
2. A 30,000 ft² expansion of the existing JVIC building (the “JVIC Expansion”);
3. A parking garage with approximately 400 spaces (the “Parking Garage”);
4. Improvements to convey storm water from Jordan Creek underneath the IDEA Commons Project site (the “Stormwater Improvements”);
5. Relocation of an existing sanitary sewer line to accommodate the Stormwater Improvements, and replacement of portions of the existing trunk sewer to which the line connects (the “Sanitary Sewer Improvements”);
6. Streetscape improvements such as sidewalks, street lighting, and landscaping along Boonville Avenue and Phelps Street adjacent to the IDEA Commons Project (the “Streetscape Improvements”)
7. A central commons between the Parking Garage and the Office Building; and,
8. Demolition of existing blighted structures.

The total project costs for the entire Redevelopment Project are projected to be approximately \$55 million. Reimbursable Project Costs are projected to be about \$6.25 million, which include reimbursement for the Stormwater, Streetscape, and Sanitary Sewer Improvements, as well as partial reimbursement for Parking Garage.

The TIF Plan initially anticipated all the improvements associated with the Redevelopment Project would be constructed concurrently, thus making it feasible to

activate tax increment financing over the entire Redevelopment Area only once, as opposed to in phases. However, since the TIF Plan was approved, only construction of the JVIC Expansion has commenced, while construction of the Office Building and the Parking Garage have been delayed. To maximize the collection of TIF revenues over the entire Redevelopment Area, it is necessary to divide the Redevelopment Area into two Redevelopment Project Areas in which tax increment financing can be activated separately.

In November 2021, the State of Missouri approved the City's application for Missouri Supplemental Tax Increment Financing ("State TIF") for the IDEA Commons TIF Project, thus enabling the IDEA Commons TIF to receive 50% of the State withholding taxes on the new jobs that are directly created by the Redevelopment Project within the Redevelopment Area for up to 23 years. As per the Certificate of Approval, State TIF is conditional upon the City approving the Second Amendment to the IDEA Commons TIF Plan. It states no disbursements will be made until this condition is met and the City has provided the State with certified copies of the applicable ordinances.

This Ordinance will approve the Second Amendment to the IDEA Commons TIF Plan, which will amend the TIF Plan as follows:

1. Divide the Redevelopment Area into two Redevelopment Project Areas. Redevelopment Project Area 1 will encompass the JVIC Expansion site and the adjoining portion of East Phelps Street. Redevelopment Project Area 2 will encompass the remainder of the Redevelopment Area south of East Phelps Street, including the Office Building and Parking Garage sites.
2. Substitute \$3 million of the JVIC Expansion costs, which were eligible as Redevelopment Project Costs but not designated as Reimbursable Project Costs, for the \$3 million in Parking Garage costs, which were designated as such in the TIF Plan. As a result, \$3 million of Reimbursable Project Costs will be reallocated from the Parking Garage to the JVIC Expansion without affecting the total Redevelopment Project Costs or total Reimbursable Project Costs.
3. Provide a revised calculation of the local and state supplemental TIF Revenues, shown separately for the two Redevelopment Project Areas.
4. Provide a revised Cost-Benefit Analysis for the State of Missouri.

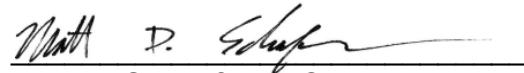
This Ordinance will also authorize the City to enter into a TIF Reimbursement Agreement with Missouri State University, establishing the rights, duties, and obligations of the City and Missouri State University with respect to certain aspects of the implementation of the Amended TIF Plan and the application of revenues under the Amended TIF Plan.

REMARKS: The Second Amendment to the IDEA Commons TIF Plan will neither alter the exterior boundaries of the Redevelopment Area, affect the general land uses

established in the TIF Plan nor change the nature of the Redevelopment Project. Therefore, the provisions of Section 99.825 of the TIF Act requiring public notice and a public hearing with the Tax Increment Financing Advisory Commission are not applicable. However, in the interest of transparency, public notice has been provided in a manner consistent with the TIF Act at least 10 days prior to City Council consideration.

The Second Amendment to the IDEA Commons TIF Plan is necessary for the TIF to maximize revenues and receive supplemental state financing. Staff recommends approval.

Submitted by:



Matt D. Schaefer, AICP
Senior Planner

Recommended by:



Amanda Ohlensehlen, Director

Approved by:



Jason Gage, City Manager

EXHIBIT 1

SECOND AMENDMENT

to

**SPRINGFIELD IDEA COMMONS
TAX INCREMENT FINANCING PLAN**

CITY OF SPRINGFIELD, MISSOURI

This Second Amendment does not alter the exterior boundaries of the original Redevelopment Area, affect the general land uses established pursuant to the original Redevelopment Plan or change the nature of the original Redevelopment Project. As such, the notice and hearing requirements of Section 99.825, RSMO do not apply to this Second Amendment. However, in the interest of transparency and public participation in the process, notice was given by mail to each taxing district affected by the Redevelopment Plan and by publication in a newspaper of general circulation in the area of the Redevelopment Area not less than ten days prior to the adoption of this Second Amendment by ordinance.

SECOND AMENDMENT

to

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN

Background and Plan History

A public hearing was held on May 4, 2020 (the “Hearing”) by the Tax Increment Financing Commission of the City of Springfield, Missouri (the “Commission”) to consider the Springfield IDEA Commons Tax Increment Financing Plan (the “Original Redevelopment Plan”) and the First Amendment to the Springfield IDEA Commons Tax Increment Financing Plan (the “First Amendment,” and together with the Original Redevelopment Plan, the “Existing Redevelopment Plan”). The Existing Redevelopment Plan was approved by ordinance of the City on June 1, 2020. This Second Amendment will be submitted directly to the City Council as it does not alter the exterior boundaries of the original Redevelopment Area, affect the general land uses established pursuant to the Existing Redevelopment Plan or change the nature of the original Redevelopment Project.

Purpose of the Second Amendment

The purpose of the Second Amendment is to (1) divide the original Redevelopment Project Area into Redevelopment Project Area 1 and Redevelopment Project Area 2, each of which makes up a portion of the original Redevelopment Project Area, which is coterminous with the Redevelopment Area (this change does not increase or decrease the size of the Redevelopment Area), (2) substitute \$3,000,000 of the JVIC Expansion Redevelopment Project Costs shown under the Existing Plan as Reimbursable Project Costs in lieu of \$3,000,000 of Parking Garage Redevelopment Project Costs that were originally eligible as Reimbursable Project Costs under the Existing Plan (this change simply substitutes one component of Redevelopment Project Costs for another as Reimbursable Project Costs and does not affect the total Redevelopment Project Costs or the total Reimbursable Project Costs), (3) provide a revised calculation of total TIF Revenue and revenues from State Supplemental TIF, shown separately for Redevelopment Project Area 1 and Redevelopment Project Area 2, based on revisions to the expected receipts of State Supplemental TIF, and (4) provide a revised Cost-Benefit Analysis for the State of Missouri based on approvals by the Department of Economic Development relating to State Supplemental TIF.

Amendments to the Original Redevelopment Plan

The definition of “Redevelopment Project Area” shall include “Redevelopment Project Area 1” and “Redevelopment Project Area 2,” which shall be the areas legally described in Attachment 1 to this Second Amendment. References in the Existing Plan to the activation of tax increment financing and the calculation and collection of PILOTs, EATs and State Supplemental TIF shall be read individually with respect to Redevelopment Project Area 1 and Redevelopment Project Area 2.

Due to delays caused by the effects of the coronavirus pandemic on commercial lending and projects, the calendar years estimated for implementation of the Redevelopment Project and the activation of tax increment financing will be delayed. Collections will still occur over a 23-year period, as shown in Exhibit 6 and Exhibit 7 to the Existing Redevelopment Plan. The JVIC Expansion portion of the Redevelopment Project is proceeding more quickly than the other components, with the result that Tax increment financing will likely be activated earlier in Redevelopment Project Area 1 than in Redevelopment Project Area 2.

Exhibit 4A to the Existing Redevelopment Plan is hereby deleted and replaced with Attachment 2 to this Second Amendment.

Exhibit 6 to the Existing Redevelopment Plan is hereby updated in part by Attachment 3 to this Second Amendment, which consists of a revised estimate of total tax increment financing revenues based on updated estimates of State Supplemental TIF.

Exhibit 7 to the Existing Redevelopment Plan is hereby deleted and replaced with Attachment 4 to this Second Amendment.

Attachment 1

Legal Descriptions and Maps of Redevelopment Project Area 1 and Redevelopment Project Area 2

Legal Description - Redevelopment Project Area 1

A Proposed Tax Increment Financing District (TIF) being a part of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section 13, Township 29 North, Range 21 West, in the City of Springfield, Greene County, Missouri, and a part of the tract of land described in Book 2005, at Page 022977-05 and a part of the existing public rights-of-way of Phelps Street and Robberson Avenue, as they now exist, being more particularly described as follows:

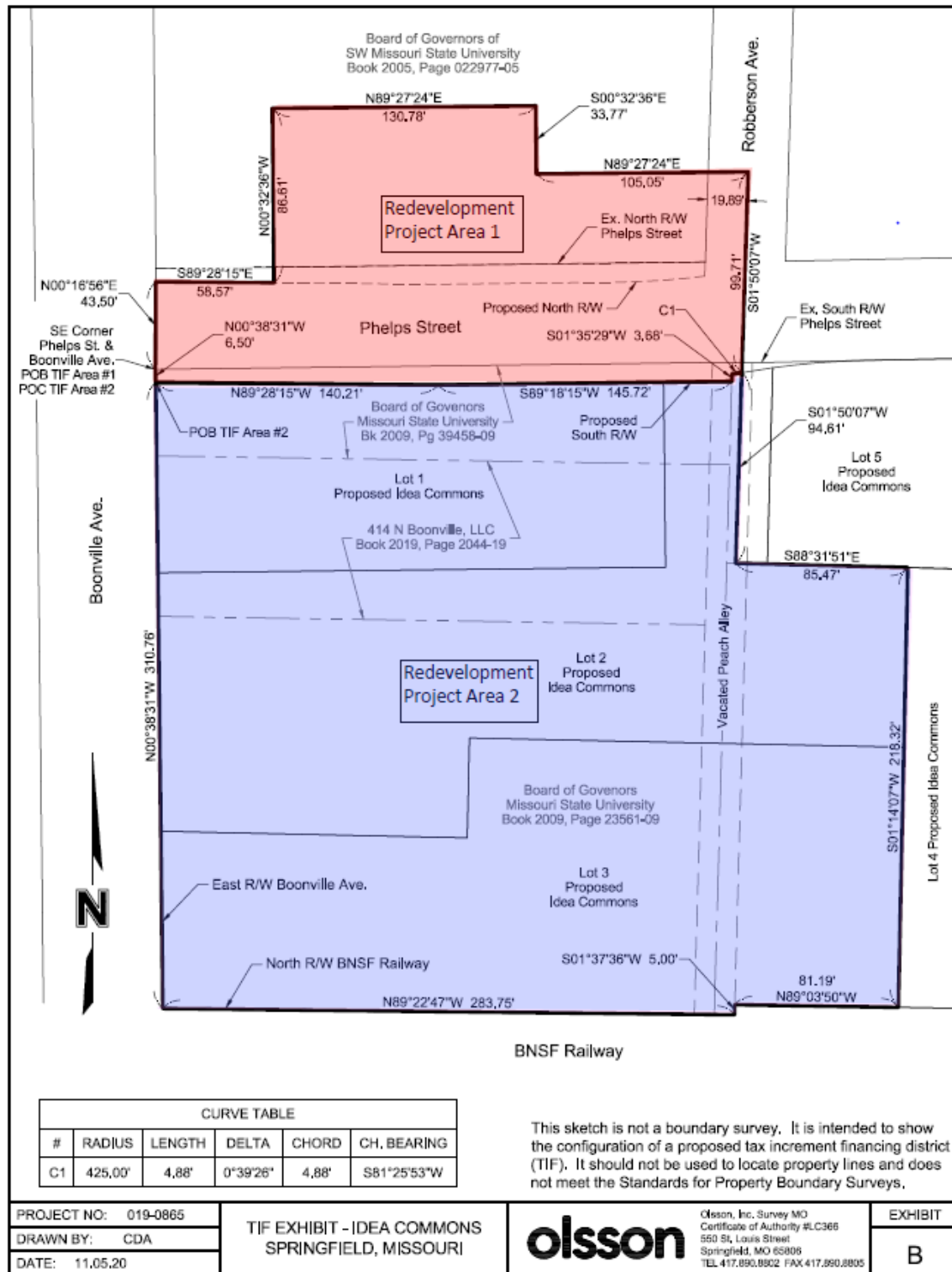
BEGINNING at the intersection of the South right-of-way line of said Phelps Street and East right-of-way line of said Boonville Avenue (Southeast corner); Thence North 0 Degrees 16 Minutes 56 Seconds East, a distance of 43.50 feet, to the intersection of the proposed North right-of-way line of said Phelps Street, and said existing East right-of-way line of Boonville Avenue (Northeast corner), said point being South 0 Degrees 30 Minutes 32 Seconds East, a distance of 6.51 feet from the existing Northeast corner of said Boonville Avenue and Phelps Street; Thence South 89 Degrees 28 Minutes 15 Seconds East, along said proposed North right-of-way line of said Phelps Street, a distance of 58.57 feet; Thence North 0 Degrees 32 Minutes 36 Seconds West, leaving said proposed North right-of-way line, a distance of 86.61 feet; Thence North 89 Degrees 27 Minutes 24 Seconds East, a distance of 130.78 feet; Thence South 0 Degrees 32 Minutes 36 Seconds East, a distance of 33.77 feet; Thence North 89 Degrees 27 Minutes 24 Seconds East, a distance of 85.16 feet, to a point on the West right-of-way line of said Robberson Avenue; Thence continuing North 89 Degrees 27 Minutes 24 Seconds East, into said public right-of-way of Robberson Avenue, a distance of 19.89 feet; Thence South 01 Degrees 50 Minutes 07 Seconds West, a distance of 99.71 feet, to a point on the proposed South right-of-way line of said Phelps Street which point is South 01 Degrees 50 Minutes 07 Seconds East, 5.07 feet from the existing South right-of-way line of said Phelps Street; Thence along said proposed South right-of-way line and a non-tangent curve to the left, having a radius of 425.00 feet, a central angle of 0 Degrees 39 Minutes 26 Seconds, a chord bearing South 81 Degrees 25 Minutes 53 Seconds West, an arc distance of 4.88 feet; Thence South 01 Degrees 35 Minutes 29 Seconds West, continuing along said proposed South right-of-way line, a distance of 3.68 feet; Thence South 89 Degrees 18 Minutes 15 Seconds West, continuing along said proposed South right-of-way line, a distance of 145.72 feet; Thence North 89 Degrees 28 Minutes 15 Seconds West, continuing along said proposed South right-of-way line, a distance of 140.21 feet, to a point on said East right-of-way line of Boonville Avenue; Thence North 0 Degrees 38 Minutes 31 Seconds West, leaving said proposed South right-of-way line, and along said East right-of-way line, a distance of 6.50 feet, to the **POINT OF BEGINNING**, containing 0.726 acres, more or less, subject to easements, rights-of-way and restrictions of record, all being in the City of Springfield, Greene County, Missouri, this description is not to be used for the transfer of title nor any other purpose other than for which it is being conveyed.

Legal Description - Redevelopment Project Area 2

A Proposed Tax Increment Financing District (TIF) being a part of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section 13, Township 29 North, Range 21 West, in the City of Springfield, Greene County, Missouri, and a part of the tracts of land described in Book 2009, at Page 23561-09, Book 2009, at Page 039458-09, and in Book 1056, at Page 359, and all that part of the tract of land described in Book 2019, at Page 002044-19, all being recorded in the Greene County, Missouri Recorder of Deeds Office and a part of the vacated right-of-way of Peach Alley or Robberson Avenue, lying South of the South right-of-way line of Phelps Street and North of the Saint Louis and San Francisco Railroad (now Burlington Northern) right-of-way, which is described in Vacation 361 (City of Springfield Ordinance Number 18567 dated June 18, 1979) and in Vacation 293 (City of Springfield Special Ordinance Number 17266 dated March 22, 1976) and in Council Bill 4173 (Special Ordinance Number 3946 dated July 1, 1942), and being a part of Lot 2 and all that part of Lots 1 and 3, in the proposed Final Plat of Idea Commons, being more particularly described as follows:

COMMENCING at the intersection of the South right-of-way line of Phelps Street and the East right-of-way line of Boonville Avenue (Southeast corner), as they now exist; Thence South 0 Degrees 38 Minutes 31 Seconds East, along the East right-of-way line of said Boonville Avenue, a distance of 6.50 feet, to the proposed North right-of-way line of Phelps Street, and the Northwest corner of proposed Lot 1 of said Idea Commons for the **POINT OF BEGINNING**; Thence South 89 Degrees 28 Minutes 15 Seconds East, leaving said East right-of-way line and along said North line of proposed Lot 1, a distance of 140.21 feet; Thence North 89 Degrees 18 Minutes 15 Seconds East, continuing along said North line of Lot 1 and said Lot 2, a distance of 145.72 feet; Thence North 01 Degrees 35 Minutes 29 Seconds East, continuing along said North line of proposed Lot 2, a distance of 3.68 feet; Thence continuing along said North line of proposed Lot 2 and a non-tangent curve to the right, having a radius of 425.00 feet, a central angle of 0 Degrees 39 Minutes 26 Seconds, a chord bearing North 81 Degrees 25 Minutes 53 Seconds East, an arc distance of 4.88 feet; Thence South 01 Degrees 50 Minutes 07 Seconds West, leaving said North line of proposed Lot 2, a distance of 94.61 feet; Thence South 88 Degrees 31 Minutes 51 Seconds East, a distance of 85.47 feet, to a point on the East line of said Lot 2; Thence South 01 Degrees 14 Minutes 07 Seconds West, along said East line of proposed Lots 2 and 3, a distance of 218.32 feet, to a point on the South line of said Lot 3, also being a point on the North right-of-way line of said Saint Louis and San Francisco Railroad (now Burlington Northern); Thence North 89 Degrees 03 Minutes 50 Seconds West, along the South line of said proposed Lot 3, a distance of 81.19 feet; Thence South 01 Degrees 37 Minutes 36 Seconds West, continuing along said South line, a distance of 5.00 feet; Thence North 89 Degrees 22 Minutes 47 Seconds West, continuing along said South line, a distance of 283.75 feet, to a point on said East right-of-way line of Boonville Avenue; Thence North 0 Degrees 38 Minutes 31 Seconds West, along said East right-of-way line, a distance of 310.76 feet, to the **POINT OF BEGINNING**, containing 2.468 acres, more or less, subject to easements, rights-of-way and restrictions of record, all being in the City of Springfield, Greene County, Missouri, this description is not to be used for the transfer of title nor any other purpose other than for which it is being conveyed.

Map – Redevelopment Project Areas



Attachment 2

Replacement for Exhibit 4A to Existing Redevelopment Plan

		Private Costs	Public Costs							
			Vecino / New Market Tax				Funding to be	Redevelopment Project	Reimbursable Project	State TIF Reimbursable
Cost Category	Total Cost	Vecino	Credits	MSU	City	TDD	Determined	Costs	Costs ¹	Project Costs ¹
Office Building ²	\$ 25,000,000	\$ 25,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000,000	\$ -	\$ -
Central Commons	\$ 750,000	\$ -		\$ -	\$ -	\$ -	\$ 750,000	\$ 750,000	\$ -	\$ -
JVIC Expansion ²	\$ 14,397,284	\$ -	\$ 9,797,284	\$ 4,600,000	\$ -	\$ -	\$ -	\$ 14,397,284	<u>\$ 3,000,000</u>	<u>\$ 3,000,000</u>
Stormwater Improvements	\$ 2,130,000	\$ -	\$ -	\$ -	\$ 2,130,000	\$ -	\$ -	\$ 2,130,000	\$ 2,130,000	\$ 2,130,000
Street Improvements	\$ 800,000	\$ -	\$ -	\$ -	\$ 800,000	\$ -	\$ -	\$ 800,000	\$ 800,000	\$ 800,000
Sanitary Sewer Improvements	\$ 220,000	\$ -	\$ -	\$ -	\$ 220,000	\$ -	\$ -	\$ 220,000	\$ 220,000	\$ 220,000
Parking Garage	\$ 12,000,000	\$ -	\$ -	\$ 6,000,000	\$ -	\$ 6,000,000	\$ -	\$ 12,000,000	\$ 3,000,000	\$ 3,000,000
TIF Formation Costs	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000
Totals	\$ 55,397,284	\$ 25,000,000	\$ 9,797,284	\$ 10,600,000	\$ 3,250,000	\$ 6,000,000	\$ 750,000	\$ 55,397,284	\$ 6,250,000	\$ 6,250,000

¹ Reimbursable Project Costs will accrue interest from the date certified until the date reimbursed at the Reimbursement Interest Rate.

² Demolition costs of blighted structures are included in total costs of the Office Building and JVIC Expansion.

Note: Underlined figures represent additions and figures shown in strikethrough represent deletions.

Attachment 3

Partial Updating Supplement to Exhibit 6 to Existing Redevelopment Plan

Note: Amounts shown as "State Supplemental TIF Revenue" are subject to reduction pursuant to the Certificate of Approval issued by the Missouri Department of Economic Development and the Missouri Office of Administration. It is anticipated that the State-approved supplemental TIF revenues will be approximately 75% of the amounts shown in this attachment.

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN

COST BENEFIT ANALYSIS - LOCAL

TIF REVENUE PROJECTIONS

PROJECTION OF TOTAL TIF REVENUE (Redevelopment Project Area 1 only)

	<u>Year</u>	<u>PILOTS</u>	<u>EATS</u>	<u>Local TIF Revenue</u>	<u>State Supplemental TIF Revenue</u>	<u>Total TIF Revenue</u>
0	2020	\$0	\$0	\$0	\$0	\$0
1	2021	\$0	\$0	\$0	\$0	\$0
2	2022	\$0	\$0	\$0	\$30,556	\$30,556
3	2023	\$0	\$0	\$0	\$55,001	\$55,001
4	2024	\$0	\$0	\$0	\$55,551	\$55,551
5	2025	\$0	\$0	\$0	\$56,106	\$56,106
6	2026	\$0	\$0	\$0	\$56,667	\$56,667
7	2027	\$0	\$0	\$0	\$57,234	\$57,234
8	2028	\$0	\$0	\$0	\$57,806	\$57,806
9	2029	\$0	\$0	\$0	\$58,384	\$58,384
10	2030	\$0	\$0	\$0	\$58,968	\$58,968
11	2031	\$0	\$0	\$0	\$59,558	\$59,558
12	2032	\$0	\$0	\$0	\$60,153	\$60,153
13	2033	\$0	\$0	\$0	\$60,755	\$60,755
14	2034	\$0	\$0	\$0	\$61,363	\$61,363
15	2035	\$0	\$0	\$0	\$61,976	\$61,976
16	2036	\$0	\$0	\$0	\$62,596	\$62,596
17	2037	\$0	\$0	\$0	\$63,222	\$63,222
18	2038	\$0	\$0	\$0	\$63,854	\$63,854
19	2039	\$0	\$0	\$0	\$64,493	\$64,493
20	2040	\$0	\$0	\$0	\$65,138	\$65,138
21	2041	\$0	\$0	\$0	\$65,789	\$65,789
22	2042	\$0	\$0	\$0	\$66,447	\$66,447
23	2043	\$0	\$0	\$0	\$67,111	\$67,111
	Total	\$0	\$0	\$0	\$1,308,728	\$1,308,728

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN

COST BENEFIT ANALYSIS - LOCAL

TIF REVENUE PROJECTIONS

PROJECTION OF TOTAL TIF REVENUE (Redevelopment Project Area 2 only)

	<u>Year</u>	<u>PILOTS</u>	<u>EATS</u>	<u>Local TIF Revenue</u>	<u>State Supplemental TIF Revenue</u>	<u>Total TIF Revenue</u>
0	2020	\$0	\$0	\$0	\$0	\$0
0	2021	\$0	\$0	\$0	\$0	\$0
1	2022	\$0	\$0	\$0	\$0	\$0
2	2023	\$0	\$54,688	\$54,688	\$242,149	\$296,837
3	2024	\$0	\$109,375	\$109,375	\$435,868	\$545,243
4	2025	\$0	\$110,469	\$110,469	\$440,227	\$550,696
5	2026	\$0	\$111,573	\$111,573	\$444,629	\$556,203
6	2027	\$0	\$112,689	\$112,689	\$449,075	\$561,765
7	2028	\$0	\$113,816	\$113,816	\$453,566	\$567,382
8	2029	\$0	\$114,954	\$114,954	\$458,102	\$573,056
9	2030	\$0	\$116,104	\$116,104	\$462,683	\$578,787
10	2031	\$0	\$117,265	\$117,265	\$467,310	\$584,575
11	2032	\$0	\$108,286	\$108,286	\$471,983	\$580,269
12	2033	\$0	\$105,951	\$105,951	\$476,703	\$582,653
13	2034	\$0	\$107,010	\$107,010	\$481,470	\$588,480
14	2035	\$0	\$108,080	\$108,080	\$486,284	\$594,365
15	2036	\$0	\$109,161	\$109,161	\$491,147	\$600,308
16	2037	\$0	\$110,253	\$110,253	\$496,059	\$606,312
17	2038	\$0	\$111,355	\$111,355	\$501,019	\$612,375
18	2039	\$0	\$112,469	\$112,469	\$506,029	\$618,498
19	2040	\$0	\$113,594	\$113,594	\$511,090	\$624,683
20	2041	\$0	\$114,729	\$114,729	\$516,201	\$630,930
21	2042	\$496,848	\$115,877	\$612,725	\$521,363	\$1,134,088
22	2043	\$501,817	\$117,036	\$618,852	\$526,576	\$1,145,428
23	2044	\$0	\$49,252	\$49,252	\$0	\$100,549
Total		\$998,665	\$2,343,986	\$3,342,650	\$9,839,534	\$13,233,480

Note: TIF will likely terminate mid-year in the final year, making PILOTs uncollectible for that year.

Attachment 4

Replacement for Exhibit 7 to Existing Redevelopment Plan

Note: Amounts shown as "Amounts Captured as State Supplemental" are subject to reduction pursuant to the Certificate of Approval issued by the Missouri Department of Economic Development and the Missouri Office of Administration. It is anticipated that the State-approved supplemental TIF revenues will be approximately 75% of the amounts shown in this attachment.

**Springfield IDEA Commons
Tax Increment Financing Plan**

COST BENEFIT ANALYSIS - STATE OF MISSOURI
Redevelopment Project Area 1

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN
Redevelopment Project Area 1
COST BENEFIT ANALYSIS - STATE OF MISSOURI - ASSUMPTIONS WORKSHEET

Construction Jobs Assumptions

Number of Construction Jobs Created	86
Construction Jobs Hours Worked	35,323
Average Hourly Rate	\$41.55
Gross Wages	\$1,467,671
Estimated Adjusted Gross Income	\$1,200,641
State Withholdings Rate	5.4% of excess over \$8,424 plus \$274
Estimated Withholdings	\$49,278
TIF Capture Rate	0.0%

Long Term Jobs Assumptions

Base Year				2020		
Number of Jobs Located in Redevelopment Project Area 1 (2020)				0		
Jobs Created in Redevelopment Project Area 1 (starting in 2022):						
	<i>Number of Jobs</i>	<i>Hours Per Year</i>	<i>Average Hourly Rate</i>	<i>Gross Wages</i>	<i>Est. Adjusted Gross Income*</i>	<i>Estimated Annual Withholdings</i>
n/a						
n/a						
n/a						
n/a						
JVIC Expansion - Full Time	40	2,000	\$38.55	\$3,084,000	\$2,338,000	\$119,016
JVIC Expansion - Part Time	10	1,000	\$21.69	\$216,900	\$92,900	\$3,208
	50					\$122,224
Occupancy - 2022		50%				
Occupancy - 2023 and thereafter		90%				
State Withholdings Rate		5.4%	of excess over \$8,424 plus	\$274		
Annual Growth Factor		1.0%				
TIF Capture Rate		50.0%				

* 2020 Missouri Withholding Tax Formula form from Missouri Department of Revenue applied to assumptions. For full-time employees, \$18,650 is assumed as a standard deduction for head of household filers. For part-time employees, the standard deduction for single filers (\$12,400) is assumed.

Real Property Assumptions

Tax Rate (Blind Pension Tax)	0.0300
Base Assessed Valuation	\$0
2022 Assessed Valuation	\$0
Growth Factor in Odd Years	2.0%
TIF Capture Rate	0.0%

Personal Property Assumptions

Tax Rate (Blind Pension Tax)	0.0300
Base Assessed Valuation	\$0
Acquisition Cost - Office Building (7 year replacement)	n/a
Acquisition Cost - JVIC Expansion (per year)	\$500,000
TIF Capture Rate	0.0%

Sales Tax Assumptions

Type of Taxable Sales	Restaurant Food Sales
Tax Rate	4.225%
Retail Square Footage	0
Annual Sales Per Square Foot	\$0
Projected Annual Sales	\$0
Annual Growth Factor	1.0%
TIF Capture Rate	0.0%

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN
Redevelopment Project Area 1
COST BENEFIT ANALYSIS - STATE OF MISSOURI

	Year	Amounts Collected By State With Redevelopment						Amounts Collected By State Without Redevelopment						Amounts Captured as State Supplemental		
		Construction Jobs - Withholdings	Long Term Jobs - Withholdings	Real Property Tax - Blind Pension - Tax / Ch 100 Payments	Personal Property Tax - Blind Pension	Sales Tax	Total	Construction Jobs - Withholdings	Long Term Jobs - Withholdings	Real Property Tax - Blind Pension	Personal Property Tax - Blind Pension	Sales Tax	Total	Incremental Long Term Jobs Withholdings	Capture Rate	Total
0	2020	\$24,639	\$0	\$0	\$0	\$0	\$24,639	\$0	\$0	\$0	\$0	\$0	\$0	\$0	50%	\$0
1	2021	\$24,639	\$0	\$0	\$0	\$0	\$24,639	\$0	\$0	\$0	\$0	\$0	\$0	\$0	50%	\$0
2	2022	\$0	\$30,556	\$0	\$0	\$0	\$30,556	\$0	\$0	\$0	\$0	\$0	\$0	\$61,112	50%	\$30,556
3	2023	\$0	\$55,001	\$0	\$42	\$0	\$55,043	\$0	\$0	\$0	\$0	\$0	\$0	\$110,001	50%	\$55,001
4	2024	\$0	\$55,551	\$0	\$72	\$0	\$55,623	\$0	\$0	\$0	\$0	\$0	\$0	\$111,101	50%	\$55,551
5	2025	\$0	\$56,106	\$0	\$93	\$0	\$56,199	\$0	\$0	\$0	\$0	\$0	\$0	\$112,212	50%	\$56,106
6	2026	\$0	\$56,667	\$0	\$106	\$0	\$56,773	\$0	\$0	\$0	\$0	\$0	\$0	\$113,335	50%	\$56,667
7	2027	\$0	\$57,234	\$0	\$111	\$0	\$57,345	\$0	\$0	\$0	\$0	\$0	\$0	\$114,468	50%	\$57,234
8	2028	\$0	\$57,806	\$0	\$111	\$0	\$57,917	\$0	\$0	\$0	\$0	\$0	\$0	\$115,613	50%	\$57,806
9	2029	\$0	\$58,384	\$0	\$111	\$0	\$58,495	\$0	\$0	\$0	\$0	\$0	\$0	\$116,769	50%	\$58,384
10	2030	\$0	\$58,968	\$0	\$111	\$0	\$59,079	\$0	\$0	\$0	\$0	\$0	\$0	\$117,936	50%	\$58,968
11	2031	\$0	\$59,558	\$0	\$111	\$0	\$59,668	\$0	\$0	\$0	\$0	\$0	\$0	\$119,116	50%	\$59,558
12	2032	\$0	\$60,153	\$0	\$111	\$0	\$60,264	\$0	\$0	\$0	\$0	\$0	\$0	\$120,307	50%	\$60,153
13	2033	\$0	\$60,755	\$0	\$111	\$0	\$60,866	\$0	\$0	\$0	\$0	\$0	\$0	\$121,510	50%	\$60,755
14	2034	\$0	\$61,363	\$0	\$111	\$0	\$61,473	\$0	\$0	\$0	\$0	\$0	\$0	\$122,725	50%	\$61,363
15	2035	\$0	\$61,976	\$0	\$111	\$0	\$62,087	\$0	\$0	\$0	\$0	\$0	\$0	\$123,952	50%	\$61,976
16	2036	\$0	\$62,596	\$0	\$111	\$0	\$62,706	\$0	\$0	\$0	\$0	\$0	\$0	\$125,192	50%	\$62,596
17	2037	\$0	\$63,222	\$0	\$111	\$0	\$63,332	\$0	\$0	\$0	\$0	\$0	\$0	\$126,444	50%	\$63,222
18	2038	\$0	\$63,854	\$0	\$111	\$0	\$63,965	\$0	\$0	\$0	\$0	\$0	\$0	\$127,708	50%	\$63,854
19	2039	\$0	\$64,493	\$0	\$111	\$0	\$64,603	\$0	\$0	\$0	\$0	\$0	\$0	\$128,985	50%	\$64,493
20	2040	\$0	\$65,138	\$0	\$111	\$0	\$65,248	\$0	\$0	\$0	\$0	\$0	\$0	\$130,275	50%	\$65,138
21	2041	\$0	\$65,789	\$0	\$111	\$0	\$65,900	\$0	\$0	\$0	\$0	\$0	\$0	\$131,578	50%	\$65,789
22	2042	\$0	\$66,447	\$0	\$111	\$0	\$66,557	\$0	\$0	\$0	\$0	\$0	\$0	\$132,894	50%	\$66,447
23	2043	\$0	\$67,111	\$0	\$68	\$0	\$67,179	\$0	\$0	\$0	\$0	\$0	\$0	\$134,223	50%	\$67,111
Total		\$49,278	\$1,308,728	\$0	\$2,150	\$0	\$1,360,156	\$0	\$0	\$0	\$0	\$0	\$0	\$2,617,456		\$1,308,728

**Springfield IDEA Commons
Tax Increment Financing Plan**

COST BENEFIT ANALYSIS - STATE OF MISSOURI
Redevelopment Project Area 2

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN
Redevelopment Project Area 2
COST BENEFIT ANALYSIS - STATE OF MISSOURI - ASSUMPTIONS WORKSHEET

Construction Jobs Assumptions

Number of Construction Jobs Created	251
Construction Jobs Hours Worked	101,725
Average Hourly Rate	\$41.55
Gross Wages	\$4,226,674
Estimated Adjusted Gross Income	\$3,447,319
State Withholdings Rate	5.4% of excess over \$8,424 plus \$274
Estimated Withholdings	\$140,750
TIF Capture Rate	0.0%

Long Term Jobs Assumptions

Base Year				2020		
Number of Jobs Located in Redevelopment Project Area 2 (2020)				0		
Jobs Created by Redevelopment Project Area 2 (starting in 2023):						
	<i>Number of Jobs</i>	<i>Hours Per Year</i>	<i>Average Hourly Rate</i>	<i>Gross Wages</i>	<i>Est. Adjusted Gross Income*</i>	<i>Estimated Annual Withholdings</i>
Office Building - Full Time	498	2,000	\$28.89	\$28,774,440	\$19,486,740	\$962,198
Office Building - Part Time	102	1,000	\$16.19	\$1,651,380	\$386,580	\$2,424
Office Building (Food Service) - Full Time (Mgr.)	2	2,000	\$29.40	\$117,600	\$80,300	\$3,974
Office Building (Food Service) - Part Time	30	1,000	\$9.73	\$291,900	\$0	\$0
n/a						
n/a						
	632					\$968,596
Occupancy - 2023		50%				
Occupancy - 2024 and thereafter		90%				
State Withholdings Rate		5.4%	of excess over \$8,424 plus	\$274		
Annual Growth Factor		1.0%				
TIF Capture Rate		50.0%				

* 2020 Missouri Withholding Tax Formula form from Missouri Department of Revenue applied to assumptions. For full-time employees, \$18,650 is assumed as a standard deduction for head of household filers. For part-time employees, the standard deduction for single filers (\$12,400) is assumed.

Real Property Assumptions

Tax Rate (Blind Pension Tax)	0.0300
Base Assessed Valuation	\$83,010
2023 Assessed Valuation	\$4,221,168
Growth Factor in Odd Years	2.0%
TIF Capture Rate	0.0%

Personal Property Assumptions

Tax Rate (Blind Pension Tax)	0.0300
Base Assessed Valuation	\$0
Acquisition Cost - Office Building (7 year replacement)	\$1,000,000
Acquisition Cost - JVIC Expansion (per year)	n/a
TIF Capture Rate	0.0%

Sales Tax Assumptions

Type of Taxable Sales	Restaurant Food Sales
Tax Rate	4.225%
Retail Square Footage	10,000
Annual Sales Per Square Foot	\$500
Projected Annual Sales	\$5,000,000
Annual Growth Factor	1.0%
TIF Capture Rate	0.0%

SPRINGFIELD IDEA COMMONS TAX INCREMENT FINANCING PLAN
Redevelopment Project Area 2
COST BENEFIT ANALYSIS - STATE OF MISSOURI

	Year	Amounts Collected By State With Redevelopment						Amounts Collected By State Without Redevelopment						Amounts Captured as State Supplemental		
		Construction Jobs - Withholdings	Long Term Jobs - Withholdings	Real Property Tax - Blind Pension - Tax / Ch 100 Payments	Personal Property Tax - Blind Pension	Sales Tax	Total	Construction Jobs - Withholdings	Long Term Jobs - Withholdings	Real Property Tax - Blind Pension	Personal Property Tax - Blind Pension	Sales Tax	Total	Incremental Long Term Jobs Withholdings	Capture Rate	Total
0	2020	\$0	\$0	\$25	\$0	\$0	\$25	\$0	\$0	\$25	\$0	\$0	\$25	\$0	50%	\$0
0	2021	\$70,375	\$0	\$25	\$0	\$0	\$70,400	\$0	\$0	\$25	\$0	\$0	\$25	\$0	50%	\$0
1	2022	\$70,375	\$0	\$25	\$0	\$0	\$70,400	\$0	\$0	\$25	\$0	\$0	\$25	\$0	50%	\$0
2	2023	\$0	\$242,149	\$25	\$0	\$105,625	\$347,799	\$0	\$0	\$26	\$0	\$0	\$26	\$484,298	50%	\$242,149
3	2024	\$0	\$435,868	\$25	\$89	\$211,250	\$647,232	\$0	\$0	\$26	\$0	\$0	\$26	\$871,736	50%	\$435,868
4	2025	\$0	\$440,227	\$25	\$70	\$213,363	\$653,684	\$0	\$0	\$26	\$0	\$0	\$26	\$880,454	50%	\$440,227
5	2026	\$0	\$444,629	\$25	\$55	\$215,496	\$660,205	\$0	\$0	\$26	\$0	\$0	\$26	\$889,258	50%	\$444,629
6	2027	\$0	\$449,075	\$25	\$43	\$217,651	\$666,794	\$0	\$0	\$27	\$0	\$0	\$27	\$898,151	50%	\$449,075
7	2028	\$0	\$453,566	\$25	\$31	\$219,828	\$673,449	\$0	\$0	\$27	\$0	\$0	\$27	\$907,132	50%	\$453,566
8	2029	\$0	\$458,102	\$25	\$18	\$222,026	\$680,171	\$0	\$0	\$27	\$0	\$0	\$27	\$916,204	50%	\$458,102
9	2030	\$0	\$462,683	\$25	\$10	\$224,246	\$686,964	\$0	\$0	\$27	\$0	\$0	\$27	\$925,366	50%	\$462,683
10	2031	\$0	\$467,310	\$25	\$108	\$226,489	\$693,931	\$0	\$0	\$28	\$0	\$0	\$28	\$934,619	50%	\$467,310
11	2032	\$0	\$471,983	\$25	\$77	\$228,753	\$700,838	\$0	\$0	\$28	\$0	\$0	\$28	\$943,966	50%	\$471,983
12	2033	\$0	\$476,703	\$25	\$61	\$231,041	\$707,829	\$0	\$0	\$29	\$0	\$0	\$29	\$953,405	50%	\$476,703
13	2034	\$0	\$481,470	\$25	\$47	\$233,351	\$714,893	\$0	\$0	\$29	\$0	\$0	\$29	\$962,939	50%	\$481,470
14	2035	\$0	\$486,284	\$25	\$34	\$235,685	\$722,028	\$0	\$0	\$29	\$0	\$0	\$29	\$972,569	50%	\$486,284
15	2036	\$0	\$491,147	\$25	\$20	\$238,042	\$729,234	\$0	\$0	\$29	\$0	\$0	\$29	\$982,294	50%	\$491,147
16	2037	\$0	\$496,059	\$25	\$11	\$240,422	\$736,517	\$0	\$0	\$30	\$0	\$0	\$30	\$992,117	50%	\$496,059
17	2038	\$0	\$501,019	\$25	\$108	\$242,826	\$743,979	\$0	\$0	\$30	\$0	\$0	\$30	\$1,002,039	50%	\$501,019
18	2039	\$0	\$506,029	\$25	\$85	\$245,255	\$751,394	\$0	\$0	\$30	\$0	\$0	\$30	\$1,012,059	50%	\$506,029
19	2040	\$0	\$511,090	\$25	\$67	\$247,707	\$758,889	\$0	\$0	\$30	\$0	\$0	\$30	\$1,022,180	50%	\$511,090
20	2041	\$0	\$516,201	\$25	\$52	\$250,184	\$766,462	\$0	\$0	\$31	\$0	\$0	\$31	\$1,032,401	50%	\$516,201
21	2042	\$0	\$521,363	\$2,942	\$37	\$252,686	\$777,028	\$0	\$0	\$31	\$0	\$0	\$31	\$1,042,725	50%	\$521,363
22	2043	\$0	\$526,576	\$3,001	\$22	\$255,213	\$784,813	\$0	\$0	\$32	\$0	\$0	\$32	\$1,053,153	50%	\$526,576
23	2044	\$0	\$1,063,684	\$3,001	\$12	\$257,765	\$1,324,462	\$0	\$0	\$32	\$0	\$0	\$32	\$1,063,684	50%	\$0
Total		\$140,750	\$10,903,218	\$9,492	\$1,057	\$5,014,905	\$16,069,422	\$0	\$0	\$675	\$0	\$0	\$706	20,742,751		\$9,839,534

EXHIBIT 2

TIF REIMBURSEMENT AGREEMENT

between the

CITY OF SPRINGFIELD, MISSOURI

and the

BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY

dated as of _____, 2022

THE SPRINGFIELD IDEA COMMONS REDEVELOPMENT AREA

TIF REIMBURSEMENT AGREEMENT

THIS TIF REIMBURSEMENT AGREEMENT (the “**Agreement**”) is made and entered into as of the date shown on the cover page hereof, by and between the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the “**City**”), and the **BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY**, a state educational institution created under Chapter 176 of the Revised Statutes of Missouri, as amended (“**MSU**”) (the City and MSU being sometimes collectively referred to herein as the “**Parties**”). Capitalized terms, unless otherwise defined, shall have the meanings given in Section 1.2 of this Agreement.

RECITALS

The Springfield City Council created the Tax Increment Financing Commission of the City of Springfield, Missouri (the “**TIF Commission**”) by approval of mayoral appointments of members of the TIF Commission and empowered the TIF Commission to exercise those powers and fulfill such duties as are required or authorized for the TIF Commission under the TIF Act. The various Taxing Districts within the Redevelopment Area have appointed members to the TIF Commission in accordance with Section 99.820 of the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “**TIF Act**”).

1. On April 4, 2020, the City published a notice of request for proposals (the “**RFP**”) in the *Springfield News Leader*, which solicited redevelopment proposals from interested persons for the redevelopment of approximately 3.5 acres generally within the bounds of E. Tampa Street to the north, N. Boonville Avenue to the west, N. Robberson Avenue and the “efactory” building located at 405 N. Jefferson Avenue to the east, and a set of railroad tracks running parallel to and north of E. Water Street to the south and containing a portion of the Jordan Valley Innovation Center located at 524 N. Boonville Avenue (the “**Redevelopment Area**”), which is within the City limits.

2. MSU and The Vecino Group, LLC (the “**Developer**”) worked with City staff to submit a proposed tax increment financing plan in the form of the plan entitled “The Springfield IDEA Commons Tax Increment Financing Plan,” together with the initial amendment entitled “First Amendment to Springfield IDEA Commons Tax Increment Financing Plan” (together, the “**Initial Redevelopment Plan**”) for the Redevelopment Area. The City, MSU and the Developer proposed construction of various public and private infrastructure improvements in the Redevelopment Area (the “**Redevelopment Project**”).

3. On May 4, 2020, the TIF Commission, after giving all notices required by the TIF Act, opened a public hearing at which all interested parties had the opportunity to be heard and at which the TIF Commission heard and considered all protests and objections concerning the Initial Redevelopment Plan, the Redevelopment Area, and the approval of the Redevelopment Project. After the conclusion of the hearing, the TIF Commission adopted a resolution recommending that the City Council approve the Initial Redevelopment Plan, the Redevelopment Project, and the Redevelopment Area.

4. After due consideration of the TIF Commission’s recommendations and making each of the findings required by Section 99.810 of the TIF Act, the City Council adopted Special Ordinance No. 27320 on June 1, 2020 (the “**Redevelopment Plan Ordinance**”), designating the Redevelopment Area as a blighted area, approving the Initial Redevelopment Plan, designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act, appointing the Developer as the developer for the Initial Redevelopment Plan, and establishing the Springfield IDEA Commons Special Allocation Fund.

5. On May 18, 2020, the ordinance to initiate tax increment financing within the Redevelopment Project Areas (Bill No. 2020-098) was introduced to the City Council and tabled.

6. On December 6, 2021, the ordinance was brought off the table and amended by 2020-098 Substitute 1 to address only the portion of the Redevelopment Project within Redevelopment Project Area 1 (hereinafter defined).

7. On December 13, 2021, the City Council adopted Special Ordinance No. 27618, approving the Redevelopment Project within Redevelopment Project Area 1 and initiating tax increment financing within Redevelopment Project Area 1.

8. On _____, 2022, the City Council adopted Special Ordinance No. _____, (a) approving an amendment to the Initial Redevelopment Plan entitled “Second Amendment to Springfield IDEA Commons Tax Increment Financing Plan” (the Initial Redevelopment Plan, as amended, being the **“Redevelopment Plan”**) and (b) approving this Agreement and authorizing the City to execute and enter into this Agreement.

9. The City Council concludes that the redevelopment of the Redevelopment Area as provided for in the Redevelopment Plan will, consistent with the City’s *Economic Development Incentives Policy Manual*, further the growth of the City, facilitate the redevelopment of the Redevelopment Area, improve the environment of the City, increase the assessed valuation of the real estate situated within the City, increase the sales tax revenues realized by the City, foster increased economic activity within the City, increase employment opportunities within the City, enable the City to direct the development of the Redevelopment Area, and otherwise be in the best interests of the City by furthering the health, safety, and welfare of its residents and taxpayers.

10. Pursuant to the provisions of the TIF Act and the ordinances referred to above, the City is authorized to enter into this Agreement, to pay Reimbursable Project Costs incurred in furtherance of the Redevelopment Plan and the Redevelopment Project, and to pledge State & Local TIF Revenues to the payment of Reimbursable Project Costs.

11. The City, MSU and the Developer have determined that, in light of unforeseen delays in the implementation of the Redevelopment Project, it is desirable that the City and MSU enter into this Agreement to allow for the application of revenues with respect to Redevelopment Project components that have been or will be completed by the City and MSU and to revisit the execution of a comprehensive redevelopment agreement for the Redevelopment Project at a later date.

AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I. RECITALS, EXHIBITS AND DEFINITIONS

Section 1.1. Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section. The provisions of the Redevelopment Plan, the Redevelopment Plan Ordinance, the Project Ordinance for Redevelopment Project Area 1 and the provisions of the TIF Act (as the TIF Act is amended as of and including the date of this Agreement) are hereby incorporated herein by reference and made a part of this Agreement, subject in every case to the specific terms hereof. In the event of any conflict between the provisions of this Agreement and any other documents related to the Redevelopment Plan previously prepared or executed, the provisions of this Agreement shall control.

Section 1.2. Definitions. Words and terms not defined elsewhere in this Agreement shall, except as the context otherwise requires, have the following meanings:

“Administrative Costs” means (1) all costs and expenses incurred by the City for planning, legal, financial, administrative and other costs associated with the review, consideration, approval, implementation and administration of the Redevelopment Plan, this Agreement and the Redevelopment Project, including all consultants engaged by the City, and further including all costs incurred by the City in the review and processing of documents relating to any loans entered into by the Developer or MSU, including the costs for City’s attorneys (including City Attorney and special TIF counsel) and the time of City staff associated with the Developer and/or MSU obtaining any loans, (2) additional costs imposed on the County Assessor and/or County Collector due to the implementation and administration of the Redevelopment Plan, to the extent certified to and approved by the City, and (3) any other costs designated for payment as “Administrative Costs” under this Agreement.

“Agreement” means this TIF Reimbursement Agreement, as the same may be from time to time modified, amended, or supplemented in writing by the Parties hereto.

“Application for Reimbursable Project Costs” means an application in substantially the form attached as **Exhibit B** hereto evidencing Reimbursable Project Costs.

“Best Efforts” means actual, reasonable, good faith attempts to accomplish or achieve the required obligation which shall be evidenced by the party taking such action, and proof of such documentation may be requested in writing by the other party to verify that such actual, reasonable, good faith attempts occurred. The failure to provide such documentation upon written request within a reasonable period of time after receipt of such written request, not to exceed twenty (20) business days, shall be deemed noncompliance with such obligation and a breach of this Agreement.

“Central Commons” has the meaning given thereto as part of the definition of “Redevelopment Project” in this Section.

“City” means the City of Springfield, Missouri.

“City Attorney” means the then current attorney appointed by the City as the City Attorney.

“City Council” means the City Council of the City.

“City Manager” means the City Manager of the City, or his/her designee.

“City SAF Administration Fee” means an amount equal to 2% of the State & Local TIF Revenues deposited into the Special Allocation Fund.

“Completion Date” means, for each of the Redevelopment Project Areas, the day prior to the 23rd anniversary of the ordinance activating tax increment financing for such area.

“County” means Greene County, Missouri.

“County Assessor” means the County Assessor of Greene County, Missouri.

“County Collector” means the County Collector of Greene County, Missouri.

“Developer” means The Vecino Group, LLC, or its successors or assigns.

“Economic Activity Taxes” means fifty percent (50%) of the “total additional revenue” described as “economic activity taxes” in Section 99.805 of the TIF Act.

“Economic Activity Taxes Account” means the separate segregated account within the Special Allocation Fund into which the Economic Activity Taxes are to be deposited.

“Excusable Delay” means any delay beyond the reasonable control of the party affected, caused by damage or destruction by fire or other casualty, strike, shortage of materials, civil disorder, war, outbreak of contagious disease, wrongful failure or refusal of any governmental entity to issue any permits and/or legal authorization necessary for a party to comply with a duty or obligation under this Agreement, unavailability of labor, adverse weather conditions and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the Redevelopment Project in accordance with this Agreement, which in fact prevents the party so affected from discharging its respective obligations hereunder.

“JVIC” means the Jordan Valley Innovation Center located at 524 N Boonville Ave in Springfield, Missouri, and operated by MSU.

“JVIC Expansion” has the meaning given thereto as part of the definition of “Redevelopment Project” in this Section.

“Local TIF Revenues” means Payments in Lieu of Taxes and Economic Activity Taxes.

“MSU” means Missouri State University.

“Office Building” has the meaning given thereto as part of the definition of “Redevelopment Project” in this Section.

“Ordinance” means an ordinance adopted by the City Council.

“Parking Garage” has the meaning given thereto as part of the definition of “Redevelopment Project” in this Section.

“Payments in Lieu of Taxes” shall have the meaning assigned to such term in Section 99.805 of the TIF Act.

“PILOT Account” means the separate segregated account within the Special Allocation Fund into which Payments in Lieu of Taxes are to be deposited.

“Project Ordinance” means an Ordinance that approves the Redevelopment Project and activates the collection of TIF Revenues within one of the Redevelopment Project Areas, and, for Redevelopment Project Area 1, means Special Ordinance No. 27618.

“Property” means all of the real property and improvements located within the boundaries of the Redevelopment Area as legally described in the Redevelopment Plan, to the extent owned or controlled (by leasehold interest or otherwise) by MSU.

“Redevelopment Area” means the area designated as the Redevelopment Area by the Redevelopment Plan Ordinance.

“Redevelopment Plan” means the plan entitled “*The Springfield IDEA Commons Tax Increment Financing Plan*,” as approved by the Redevelopment Plan Ordinance, as such plan may be amended from time to time by the City in accordance with the TIF Act.

“Redevelopment Plan Ordinance” means Special Ordinance No. 27320, adopted by the City Council on June 1, 2020, which made certain findings, approved the Redevelopment Plan, and took other actions related to the Redevelopment Plan.

“Redevelopment Project” means the development activities undertaken within the Redevelopment Area intended to accomplish the objectives of the Redevelopment Plan, which include the following:

1. The demolition of two blighted buildings within the Redevelopment Area.
2. “Central Commons”: a common area / urban park between and around the Office Building and the Parking Garage that will provide green space and outdoor event space for the Redevelopment Area and the surrounding community.
3. “JVIC Expansion”: the construction of an approximately 30,000 square foot expansion of the existing JVIC building intended to provide office and research space for high-tech business tenants.
4. “Office Building”: the construction of an approximately 100,000 square foot class-A equivalent office building anticipated to consist of five stories, with approximately 10,000 square feet of the first story operating as retail, including food service.
5. “Parking Garage”: a multi-level parking garage anticipated to provide approximately 400 parking spaces to serve the Redevelopment Area and surrounding areas.
6. “Sanitary Sewer Improvements”: sanitary sewer improvements including the relocation of an existing sanitary sewer line to accommodate the Stormwater Improvements, increasing the size of the relocated sewer line, and replacing portions of the existing trunk sewer infrastructure to which the line connects.
7. “Stormwater Improvements”: storm water improvements consisting of constructing and installing a twin-cell underground box culvert across the Redevelopment Area in order to channel Jordan Creek under the Redevelopment Area.
8. “Street Improvements”: improvements to E. Phelps Street, which runs across the northern portion of the Redevelopment Area and will separate the JVIC Expansion from the Office Building, including road improvements, curb and gutter, and ADA-compliant sidewalks and sidewalk ramps.

“Redevelopment Project Area” means Redevelopment Project Area 1 or Redevelopment Project Area 2, as applicable.

“Redevelopment Project Area 1” that portion of the area selected for a Redevelopment Project legally described as “Redevelopment Project Area 1” in the Redevelopment Plan.

“Redevelopment Project Area 2” that portion of the area selected for a Redevelopment Project legally described as “Redevelopment Project Area 2” in the Redevelopment Plan.

“Redevelopment Project Areas” means, collectively, Redevelopment Project Area 1 and Redevelopment Project Area 2.

“Redevelopment Project Costs” means the sum total of all reasonable or necessary costs incurred or estimated to be incurred in connection with the Redevelopment Project, and any such costs incidental to the Redevelopment Plan or the Redevelopment Project, as applicable. Such costs include, but are not limited to, the following:

- (1) Costs of studies, surveys, plans and specifications;
- (2) Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial planning or special services;
- (3) Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
- (4) Costs of rehabilitation, reconstruction, repair, or remodeling of existing buildings and fixtures;
- (5) Costs of construction of public works;
- (6) Costs of the Redevelopment Project;
- (7) Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law;
- (8) Payments in Lieu of Taxes; and
- (9) Administrative Costs.

“Redevelopment Project Costs Budget” means the budget set forth in **Exhibit A**.

“Reimbursable Project Costs” means those costs which are incurred by the City or MSU, before or after the date of this Agreement, including (1) the costs of such portions of the Redevelopment Project as are set forth in the Redevelopment Project Costs Budget (attached as **Exhibit A**) under the “Reimbursable Project Costs” column (including formation costs, as set out therein), (2) all Administrative Costs, (3) any costs incurred to defend any actions contesting the Redevelopment Plan, and (4) all amounts accrued as interest pursuant to Section 3.1.B (interest on Reimbursable Project Costs), which may be authorized for reimbursement in accordance with this Agreement.

“Reimbursable Project Costs Cap” means \$6,250,000 *plus* (1) all Administrative Costs, (2) any costs incurred to defend any actions contesting the Redevelopment Plan, and (3) all amounts accrued as interest pursuant to Section 3.1.B (interest on Reimbursable Project Costs).

“Reimbursement Interest Rate” means the rate of 6.0% per annum.

“RSMo” means the Revised Statutes of Missouri, as amended.

“Sanitary Sewer Improvements” has the meaning given thereto as part of the definition of “Redevelopment Project” in this Section.

“Special Allocation Fund” means the fund, including any accounts and subaccounts created therein, into which State & Local TIF Revenues are deposited, as required by the TIF Act and this Agreement.

“State” means the State of Missouri or any agency thereof.

“State & Local TIF Revenues” means the Local TIF Revenues and State Supplemental TIF.

“State Cooperation Agreement” means the Certificate of Approval signed by the Missouri Department of Economic Development and the Missouri Office of Administration and all other agreements entered into among the City, MSU, the State, and any other parties at the direction of the State relating to the State Supplemental TIF, together with any schedules and certificates relating thereto.

“State Program Fees” means any amounts that the State requires to be paid in connection with the State Cooperation Agreement or the State’s administration of State Supplemental TIF.

“State Reimbursement Restrictions” means all restrictions on amount or type of reimbursement payable from State Supplemental TIF imposed by the State through the State Cooperation Agreement or otherwise.

“State Reporting Requirements” means any filing and reporting requirements imposed by the State through the State Cooperation Agreement or otherwise relating to the determination, calculation, and payment of State Supplemental TIF.

“State Supplemental TIF” means amounts paid to the City by the State representing 50% of the state income tax withheld on behalf of new employees by the employers at the businesses located within the Redevelopment Project Areas pursuant to Section 143.221 RSMo, which amounts will be disbursed in accordance with the State Cooperation Agreement and the procedures established for such disbursement by the State.

“State Supplemental TIF Account” means the separate segregated account within the Special Allocation Fund into which payments of State Supplemental TIF received by the City from the State are to be deposited.

“State TIF Reimbursable Project Costs” means that portion of the Reimbursable Project Costs, which, subject to the terms and conditions of the State Cooperation Agreement, may be reimbursed to the City or MSU from State Supplemental TIF.

“Stormwater Improvements” has the meaning given thereto as part of the definition of “Redevelopment Project” in this Section.

“Street Improvements” has the meaning given thereto as part of the definition of “Redevelopment Project” in this Section.

“Taxing District” means any political subdivision of the State of Missouri located wholly or partially within the Redevelopment Area having the power to levy real property taxes.

“Tenant” shall mean all lessees, purchasers, and transferees of any portion of the Property.

“TIF Act” means the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800 *et seq.*, of the Revised Statutes of Missouri, as amended.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations of the City and MSU.

A. Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof:

1. *Due Authority.* The City has full statutory, constitutional, and lawful right, power, and authority, under current applicable law, to execute, deliver and perform the terms and obligations of this Agreement, and the foregoing has been or will be duly and validly authorized and approved by all necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, enforceable in accordance with its terms.

2. *No Defaults or Violation of Law.* The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

3. *Litigation.* To the best of the City's knowledge, there is no litigation or proceeding pending against the City with respect to the Redevelopment Plan or this Agreement. In addition, to the best of the City's knowledge, there is no other litigation or proceeding that is pending against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of the terms and provisions of this Agreement.

4. *Governmental or Corporate Consents.* No additional consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

5. *No Default.* No default or event of default has occurred and is continuing, and no event has occurred and is continuing, which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

B. Representations of MSU. MSU makes the following representations and warranties, which are true and correct on the date hereof:

1. *Due Authority.* MSU has full statutory, constitutional, and lawful right, power, and authority, under current applicable law, to execute, deliver and perform the terms and obligations of this Agreement, and the foregoing has been or will be duly and validly authorized and approved by all necessary proceedings, findings, and actions of MSU's Board of Governors. Accordingly, this Agreement constitutes the legal valid and binding obligation of MSU, enforceable in accordance with its terms.

2. *No Defaults or Violation of Law.* The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or

conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

3. *Litigation.* To the best of MSU's knowledge, there is no litigation or proceeding pending against MSU with respect to the Redevelopment Plan, this Agreement or the JVIC Expansion. In addition, to the best of MSU's knowledge, there is no other litigation or proceeding that is pending against MSU seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of MSU to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by MSU of the terms and provisions of this Agreement.

4. *Governmental or Corporate Consents.* No additional consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by MSU of this Agreement.

5. *No Default.* No default or event of default has occurred and is continuing, and no event has occurred and is continuing, which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of MSU under this Agreement.

Section 2.2. TIF Formation Costs. The City shall pay the costs of its counsel in the initial formation of and proceedings relating to the initial adoption of tax increment financing, including with respect to the State approval of State Supplemental TIF. All costs and expenses incurred by the City for such services shall be reimbursed to the City as Reimbursable Project Costs (but not as Administrative Costs). Expenses of counsel and other expenses of the Developer and MSU relating to such formation and proceedings shall be the responsibility of the Developer and MSU, as applicable, and shall not be reimbursed from State & Local TIF Revenues.

Section 2.3. Funding of Administrative Costs. When sufficient funds are available in the Special Allocation Fund, the City (i) will withdraw from the Special Allocation Fund an annual amount of \$5,000 (which annual amount shall, starting in January 2023 and in each succeeding January thereafter, be increased by 2%) for routine annual Administrative Costs, and (ii) may withdraw from the Special Allocation Fund to pay additional Administrative Costs on an as-needed basis an additional amount not to exceed \$20,000 in any calendar year *plus* the amount of any State Program Fees. If Administrative Costs in any year exceed the amount available in the Special Allocation Fund during such year, the unpaid portion of such Administrative Costs shall carry over to the next or any subsequent years until paid in full. In the event of an amendment to the Redevelopment Plan or this Agreement, which requires the City to incur costs and expenses that are in addition to Administrative Costs, the City may require that the party requesting such amendment(s) execute a funding agreement to cover the City's costs and expenses associated with processing and considering such proposal.

ARTICLE III. REIMBURSEMENT OF COSTS

Section 3.1. Reimbursement.

A. *Obligation to Reimburse.* Subject to the terms and conditions of this Agreement, the City shall reimburse itself and MSU from State & Local TIF Revenues for all certified Reimbursable Project Costs in an amount not to exceed the Reimbursable Project Costs Cap, which shall be paid in the order of priority set forth in Section 3.7, until all funds have been disbursed from the Special Allocation Fund following the later of the two Completion Dates. Unless terminated earlier in accordance with this

Agreement, Tax increment financing shall remain active within the Redevelopment Project Areas until the applicable Completion Dates, and the collection of State & Local TIF Revenues within the Redevelopment Project Area shall cease on the applicable Completion Dates. Only the State & Local TIF Revenues on deposit in the Special Allocation Fund up to and on the applicable Completion Date shall be made available for reimbursement to the City or MSU following such Completion Date. Any Reimbursable Project Costs that have not been reimbursed with funds on deposit in the Special Allocation Fund through the later of the two Completion Dates shall remain unreimbursed and the City shall have no obligation to provide reimbursement for such costs. The amounts provided as reimbursement for any line-item of costs in the "Reimbursable Project Costs" column of the Redevelopment Project Costs Budget may exceed the amounts for each such line-item set forth in the Redevelopment Project Costs Budget; *provided that* (1) the amounts certified as Reimbursable Project Costs for the line-item designated as "JVIC Expansion" shall not exceed the amount shown for such line-item in the "Reimbursable Project Costs" column, and (2) the total reimbursement to the City and MSU for all costs shall not exceed the Reimbursable Project Costs Cap. Reimbursement from State & Local TIF Revenues shall occur as State & Local TIF Revenues become available in the Special Allocation Fund, and disbursements from the Special Allocation Fund shall be made on a quarterly basis. The City shall have no obligation to make any reimbursement payments until funds are available in the Special Allocation Fund. In order to receive reimbursement, MSU shall submit an Application for Reimbursable Project Costs in substantial compliance with **Exhibit B** for all costs for which MSU seeks reimbursement, which shall be limited to costs shown in the "JVIC Expansion" line item of the Redevelopment Project Costs Budget. Prior to reimbursing itself for any costs, the City shall complete and certify an Application for Reimbursable Project Costs in substantial compliance with **Exhibit B** for all costs for which the City seeks reimbursement (which shall be limited to costs shown in the "Stormwater Improvements," "Street Improvements," "Sanitary Sewer Improvements," and "TIF Formation Costs" line items of the Redevelopment Project Costs Budget, subject to adjustment among such line items as described in this subsection) and shall provide a copy to MSU. The City will not provide reimbursement for any cost that is not a "redevelopment project cost" under Section 99.805(15) of the TIF Act.

B. Interest on Reimbursable Project Costs. Reimbursable Project Costs which have been certified by the City through an approved Application for Reimbursable Project Costs in accordance with this Agreement (whether incurred by the City or MSU) shall accrue simple interest at the Reimbursement Interest Rate starting on the day that the City approves such application in accordance with Section 3.2 until the principal amount of such certified Reimbursable Project Costs are paid, or until this Agreement is terminated. Interest due on certified Reimbursable Project Costs shall be calculated on an actual/365 basis. State & Local TIF Revenue distributed to pay Reimbursable Project Costs shall be applied first to accrued and unpaid interest, then to principal. Unpaid interest shall accrue but shall not be compounded.

C. City Recordkeeping. The City may select and engage the services of a qualified third party to administer the collection and payment of State & Local TIF Revenues in accordance with this Agreement, which may include tracking interest accrual as provided in this Section. All costs and expenses incurred by the City for such services shall be paid and reimbursed to the City as Administrative Costs.

D. Limit on Interest and Financing Cost Reimbursement. Except as described in this Section 3.1, no amounts representing interest on Reimbursable Project Costs will be paid under this Agreement.

Section 3.2. Reimbursement Process.

A. All requests for reimbursement of Reimbursable Project Costs shall be made on an Application for Reimbursable Project Costs in substantial compliance with **Exhibit B**. No person other than the City and MSU may submit an Application for Reimbursable Project Costs, and any invoices, bills or claims by contractors, engineers, professionals or other service providers who have performed work or provided goods or services to the City or MSU in furtherance of the Redevelopment Plan which are

Reimbursable Project Costs must receive payment from the City or MSU, as applicable, before such amounts may be submitted for reimbursement in accordance with this Section, unless the City or MSU, as applicable, expressly authorizes in writing payment directly to a contractor or service provider as a Reimbursable Project Cost and the contractor or service provider submits lien waivers for the work performed, if applicable to such work, at the time of such reimbursement request. MSU shall, at the City's request with respect to Reimbursable Project Costs incurred for the JVIC Expansion, provide itemized invoices, receipts, or other information, if any, requested by the City to confirm that any such cost is so incurred and does so qualify.

B. The Parties agree that the categories of expenses and amounts associated with each category as set forth in the "Reimbursable Project Costs" column of the Redevelopment Project Costs Budget, to the extent actually incurred by the City (with respect to the "Stormwater Improvements," "Street Improvements," "Sanitary Sewer Improvements," or "TIF Formation Costs" line items), or MSU (with respect to the "JVIC Expansion" line item) for the Redevelopment Project and certified by the City, up to the total Reimbursable Project Costs Cap, constitute Reimbursable Project Costs which are eligible for reimbursement in accordance with the TIF Act and this Agreement.

C. MSU may submit an Application for Reimbursable Project Costs to the City not more often than once each calendar month. The City shall either accept or reject each Application for Reimbursable Project Costs within 15 days after the submission thereof. If the City determines that any cost identified as a Reimbursable Project Cost is not a "redevelopment project cost" under Section 99.805(15) of the TIF Act or otherwise does not qualify for reimbursement under this Agreement, the City shall so notify MSU in writing within said 15-day period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon MSU shall have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement and provided that all such costs must relate to the JVIC Expansion. The City may also request such additional information from MSU as may be required to process the requested reimbursement, and the time limits set forth in this paragraph shall be extended by the duration of time necessary for MSU to respond to such request by the City. If the City does not reject the Application, identify ineligible costs, or request additional information from MSU within the 30-day response period, such Application will be deemed approved by the City.

D. With respect to any Application for Reimbursable Project Costs that the City completes and certifies itself for Reimbursable Project Costs incurred by the City, the City shall, before approval of such application, provide a copy to MSU. If MSU has any objection to approval of any such application based on its belief that any cost identified as a Reimbursable Project Cost is not a "redevelopment project cost" under Section 99.805(15) of the TIF Act or otherwise does not qualify for reimbursement under this Agreement, MSU shall so notify the City in writing within 15 days of delivery of such copy (starting with the mailing date of posted mail or the date on which an email providing such copy was sent), identifying the ineligible cost and the basis for determining the cost to be ineligible. The City shall then determine whether to approve, reject or revise the Application for Reimbursable Project Costs. Absent manifest error, the City's approval of any such application after complying with the requirements of this subsection shall be determinative.

E. In the event that there is any dispute between MSU and one or more third parties, or among two or more third parties, regarding the right to receive payments from State & Local TIF Revenues, the City may withhold the payment of State & Local TIF Revenues until such dispute is resolved and City is provided with the written statement signed by MSU and such third parties involved in such dispute advising that the dispute has been resolved (a "**Disbursement Right Resolution Notice**"). In the event that the City does not receive a Disbursement Right Resolution Notice within sixty (60) days after the date that the City was required to make a disbursement of State & Local TIF Revenues in accordance with this Agreement

but declined to do so in the exercise of its rights under the first sentence of this paragraph E, then within thirty (30) days after the end of such sixty (60) day period, the City shall transfer such funds into the trust of the County Circuit Court and request an order from the Circuit Court that seeks to have the dispute resolved by the Court among the parties who claim an interest in such funds. All costs incurred by the City to seek and receive such Circuit Court order shall be funded and paid as Administrative Costs under this Agreement and shall be reimbursed to the City in addition to the amounts allowed under the Administrative Costs cap that is set forth in Section 2.3 hereof.

Section 3.3. Limitation on Source of Funds for Reimbursement. Notwithstanding any other term or provision of this Agreement, Reimbursable Project Costs are payable only from the Special Allocation Fund and from no other source. In no event will the City appropriate funds from the City's general fund or from any fund other than the Special Allocation Fund to pay for Reimbursable Project Costs. The City shall have no obligation to make any payment of Reimbursable Project costs from any source of funds collected or maintained by the City other than State & Local TIF Revenues.

Section 3.4. Economic Activity Taxes.

A. Documentation of Economic Activity Taxes.

1. MSU, its successors and assigns shall impose a requirement on all Tenants to provide to the City documentation of Missouri sales tax receipts and filings for each business in the Redevelopment Area located on property owned or controlled by MSU, indicating the type and amount of the Economic Activity Taxes paid by each such business. MSU hereby agrees, to the extent practicable, that each lease shall provide that the City is an intended third-party beneficiary of such requirement, and the City has a separate and independent right to enforce such requirement directly against any such Tenant.

2. The City and MSU agree to cooperate and take all reasonable actions necessary to cause the Economic Activity Taxes to be paid into the Special Allocation Fund, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement.

Section 3.5. State Supplemental TIF.

A. Documentation of State Supplemental TIF.

1. MSU, its successors and assigns shall impose a requirement on all Tenants to provide to the City and the State documentation of the state income tax withheld on behalf of new employees of employers within the Redevelopment Area on property owned or controlled by MSU, including filing any forms or reports required at the times required by the State Reporting Requirements. MSU hereby agrees, to the extent practicable, that each lease shall provide that the City is an intended third-party beneficiary of such requirement, and the City has a separate and independent right to enforce such requirement directly against any such Tenant.

2. The City and the Owner agree to cooperate and take all reasonable actions necessary to cause the State Supplemental TIF to be paid into the Special Allocation Fund.

Section 3.6. Special Allocation Fund. The City has established and shall maintain the Special Allocation Fund which shall contain the following separate segregated accounts, into which the following deposits shall be made: (1) Payments in Lieu of Taxes shall be deposited into the PILOT Account within the Special Allocation Fund; (2) Economic Activity Taxes, subject to annual appropriation by the City, shall be deposited into the Economic Activity Taxes Account within the Special Allocation Fund; (3) State

Supplemental TIF received by the City shall be deposited in the State Supplemental TIF Account of the Special Allocation Fund, and (4) any other amounts shall be deposited into such other accounts or sub-accounts as are required by this Agreement or as City staff may deem appropriate in connection with the administration of the Special Allocation Fund.

Section 3.7. Disbursements from Special Allocation Fund. All disbursements from the PILOT Account, the Economic Activity Taxes Account and the State Supplemental TIF Account will be made from such accounts in such order as the City shall determine, provided that disbursement of State Supplemental TIF from the State Supplemental TIF Account shall also be subject to the State Reimbursement Restrictions and shall only be applied to State TIF Reimbursable Project Costs. Such disbursements shall be paid out for the following purposes in the following order of priority:

1. Payment of the City SAF Administration Fee;
 2. Payment of Administrative Costs;
 3. Payment of any costs of the City or MSU incurred in defense of actions contesting the Redevelopment Plan;
 4. Payment of the accrued interest on MSU's certified Reimbursable Project Costs;
 5. Payment of the principal of MSU's certified Reimbursable Project Costs;
 6. Payment of the accrued interest on the City's certified Reimbursable Project Costs;
- and
7. Payment of the principal of the City's certified Reimbursable Project Costs.

Section 3.8. Lease of Property. MSU may lease Property within the Redevelopment Area. To the extent practicable and using Best Efforts, MSU shall insert in any such lease the following language, or language that is substantially similar to the following after being approved by the City Attorney, and shall have such lease signed by the lessee indicating acknowledgment and agreement to the following provision:

Economic Activity Taxes and State Tax Withholding Information: Tenant acknowledges that the leased premises are a part of a Tax Increment Financing redevelopment area ("TIF District") created by the City of Springfield, Missouri (the "City") and that certain taxes generated by Tenant's economic activities, including sales taxes, will be applied toward the costs of certain public improvements within the TIF District. Upon the request of Landlord or the City, Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns filed with the Missouri Department of Revenue for its property located in the TIF District, and, upon request, shall provide such other reports and returns regarding other local taxes generated by Tenant's economic activities in the TIF District as the City shall require, all in the format prescribed by the City. Additionally, the TIF District is supported by a portion of the Missouri income tax withheld on behalf of new employees of employers within the TIF District. Upon the request of Landlord or the City, Tenant shall provide to the City and, at the City's direction, the Missouri Department of Revenue and/or the Missouri Department of Economic Development, documentation of the state income tax withheld on behalf of new employees of the Tenant within the TIF District, including filing any forms (including Form DED-941 TIF and Form DOR 941) or reports required at the times required by the State of Missouri, per notification of such requirements by the City. Tax confidentiality shall be protected by the City as required by law. Tenant acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.

MSU shall use reasonable efforts to enforce this lease provision. At the request of the City, MSU shall provide a certification to the City confirming that any leases entered into by MSU as lessor within the Redevelopment Area include the provisions satisfying the obligation as set forth in this Section. Failure of MSU to require that such restrictions be placed in any such lease shall in no way modify, lessen, or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area or the Redevelopment Project and the City's rights of enforcement and remedies under this Agreement and the TIF Act.

ARTICLE IV. DEFAULTS AND REMEDIES

Section 4.1. City Event of Default. Subject to Section 4.5, a “**City Event of Default**” means default in the performance of any obligation or breach of any covenant or agreement of the City in this Agreement (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Agreement), and continuance of such default or breach for a period of thirty (30) days after there has been given to the City by MSU a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the City shall immediately upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

Section 4.2. MSU Event of Default. Subject to Section 4.5, an “**MSU Event of Default**” means default in the performance of any obligation or breach of any covenant or agreement of MSU in this Agreement (other than a covenant or agreement, a default in the performance or breach of which is specifically dealt with elsewhere in this Agreement), and continuance of such default or breach for a period of thirty (30) days after there has been given to MSU by the City a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and MSU is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if MSU shall immediately upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

Section 4.3. Remedies Upon a City Event of Default.

A. Upon the occurrence and continuance of a City Event of Default, MSU shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. If the City Event of Default relates to an obligation to MSU, MSU shall have the right to terminate its obligations under this Agreement.

2. MSU may pursue any available remedy at law or in equity by suit, action, mandamus, or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of MSU under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by MSU resulting from such City Event of Default.

B. If MSU has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to MSU, then and in every case MSU and the City shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of MSU shall continue as though no such proceeding had been instituted.

C. The exercise by MSU of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by MSU shall apply to obligations beyond those expressly waived.

D. Any delay by MSU in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by MSU of any specific default by the City shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 4.4. Remedies Upon an MSU Event of Default.

A. Upon the occurrence and continuance of an MSU Event of Default, the City shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. If the MSU Event of Default relates to an obligation to the City, the City shall have the right to terminate its obligations under this Agreement.

2. The City may pursue any available remedy at law or in equity by suit, action, mandamus, or other proceeding to enforce and compel the performance of the duties and obligations of MSU as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such MSU Event of Default.

B. If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the City then and in every case the City and MSU shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City shall continue as though no such proceeding had been instituted.

C. The exercise by the City of any one remedy shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City shall apply to obligations beyond those expressly waived.

D. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by MSU shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

Section 4.5. Excusable Delay. The parties understand and agree that neither the City nor MSU shall be deemed to be in default of this Agreement because of an Excusable Delay. The additional time given in any circumstance for Excusable Delay shall be that amount of time during which the party claiming Excusable Delay was reasonably prevented from taking action due to such Excusable Delay.

ARTICLE V. GENERAL PROVISIONS

Section 5.1. Term. Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect so long as tax increment allocation financing shall apply to one of the Redevelopment Project Areas. At the dissolution of the Redevelopment Area this Agreement shall terminate and become

null and void. This Agreement shall also terminate upon the execution of a comprehensive redevelopment agreement among the City, MSU and the Developer which states that it terminates this Agreement.

Section 5.2. Conflict of Interest. No member of the governing body of the City or MSU or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings shall participate in any decisions relating thereto which affect such person's personal interests or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the City or MSU, as applicable, the nature of such interest and seek a determination with respect to such interest by the City or MSU, as applicable, and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

Section 5.3. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity, or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, or portions of this Agreement and, to that end, any provisions, covenants, agreements, or portions of this Agreement are declared to be severable.

Section 5.4. Missouri Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Missouri. The Parties agree that the exclusive venue for the resolution of any dispute relating to the subject matter of this Agreement shall be in the Circuit Court of Greene County, Missouri.

Section 5.5. Notices. All notices and requests required pursuant to this Agreement shall be sent as follows:

To the City:

City Manager
City of Springfield
Busch Municipal Building
840 Boonville
Springfield, MO 65802

To MSU:

Allen Kunkel
Jordan Valley
Innovation Center
524 N. Boonville Ave.
Springfield, MO 65806

With a copy to:

City Attorney
City of Springfield
Busch Municipal Building
840 Boonville
Springfield, MO 65802

With a copy to:

General Counsel
Carrington Hall 205
Missouri State University
901 S. National Ave.
Springfield, MO 65897

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

Section 5.6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 5.7. Electronic Storage. The Parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic

and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Jason Gage, City Manager

(SEAL)

ATTEST:

Anita Cotter, City Clerk

**BOARD OF GOVERNORS OF
MISSOURI STATE UNIVERSITY**

By: _____
Clifton M. Smart, III
President

ATTEST:

Rowena Stone
Secretary to the Board of Governors

EXHIBIT A **REDEVELOPMENT PROJECT COSTS BUDGET**

Cost Category	Total Cost	Private Costs		Public Costs				Funding to be Determined	Redevelopment Project Costs	Reimbursable Project Costs ¹	State TIF Reimbursable Project Costs ¹
		Vecino	Vecino / New Market Tax Credits	MSU	City	TDD					
Office Building ²	\$ 25,000,000	\$ 25,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000,000	\$ -	\$ -
Central Commons	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000	\$ 750,000	\$ -	\$ -
JVIC Expansion ²	\$ 14,397,284	\$ -	\$ 9,797,284	\$ 4,600,000	\$ -	\$ -	\$ -	\$ -	\$ 14,397,284	\$ 3,000,000	\$ 3,000,000
Stormwater Improvements	\$ 2,130,000	\$ -	\$ -	\$ -	\$ 2,130,000	\$ -	\$ -	\$ -	\$ 2,130,000	\$ 2,130,000	\$ 2,130,000
Street Improvements	\$ 800,000	\$ -	\$ -	\$ -	\$ 800,000	\$ -	\$ -	\$ -	\$ 800,000	\$ 800,000	\$ 800,000
Sanitary Sewer Improvements	\$ 220,000	\$ -	\$ -	\$ -	\$ 220,000	\$ -	\$ -	\$ -	\$ 220,000	\$ 220,000	\$ 220,000
Parking Garage	\$ 12,000,000	\$ -	\$ -	\$ 6,000,000	\$ -	\$ 6,000,000	\$ -	\$ -	\$ 12,000,000	\$ -	\$ -
TIF Formation Costs	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000
Totals	\$ 55,397,284	\$ 25,000,000	\$ 9,797,284	\$ 10,600,000	\$ 3,250,000	\$ 6,000,000	\$ 750,000	\$ -	\$ 55,397,284	\$ 6,250,000	\$ 6,250,000

¹ Reimbursable Project Costs will accrue interest from the date certified until the date reimbursed at the Reimbursement Interest Rate.

² Demolition costs of blighted structures are included in total costs of the Office Building and JVIC Expansion.

EXHIBIT B

APPLICATION FOR REIMBURSABLE PROJECT COSTS

TO: City of Springfield, Missouri
Attention: Economic Development Director

Re: Springfield IDEA Commons Redevelopment Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the TIF Reimbursement Agreement dated as of _____, 20__ (the "Agreement") between the City of Springfield, Missouri (the "City") and Missouri State University ("MSU"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on *Schedule I* hereto is a Reimbursable Project Cost and was incurred in connection with the construction of the Redevelopment Project. *Schedule I* sets out the extent to which such Reimbursable Project Costs qualify as State TIF Reimbursable Project Costs.

2. These Reimbursable Project Costs have been paid by the undersigned and are reimbursable under the Redevelopment Plan and the Agreement.

3. Each item listed on *Schedule I* has not previously been paid or reimbursed from money derived from the Special Allocation Fund, and no part thereof has been included in any other Application previously filed with the City.

4. There has not been filed with or served upon the undersigned any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the work for which this certificate relates have been issued and are in full force and effect.

6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

7. The undersigned is not in default or breach of any term or condition of the Agreement, and no event has occurred, and no condition exists which constitutes an Event of Default of the undersigned under the Agreement.

8. All of the undersigned's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20__.

**BOARD OF GOVERNORS OF
MISSOURI STATE UNIVERSITY**

By: _____

Name: _____

Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____

Name: _____

Title: _____

The costs included in this application have been approved for payment this

____ day of _____, 20__:

CITY OF SPRINGFIELD, MISSOURI

By: _____

Name: _____

Title: _____

Schedule 1

Reimbursable Project Costs:

Payee:	Amount:	Description of Reimbursable Project Costs:	Amount of Eligible State TIF Reimbursable Project Costs:

*[**alternate schedule of JVIC Expansion costs**]*

Reimbursable Project Costs:

MSU deposited \$3,000,000 into an account controlled by The Vecino Group, LLC (the “Developer”) on _____, 20__, as evidenced by the materials attached. The following expenses were incurred by the Developer and are allocable to the MSU contribution as follows:

Payee:	Amount:	Description of Total Costs of JVIC Expansion:	Amount Allocable to MSU Contribution (Reimbursable Project Costs):	Amount of Eligible State TIF Reimbursable Project Costs:

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 10-11-22

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 262

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the budget of the City of Springfield for Fiscal Year 2022-2023, in the
2 amount of \$950,000, to appropriate a portion of the Level Property
3 Tax-Debt Service Fund reserve to the Level Property Tax-Operating
4 Fund for additional funding needed for the Fire Station #7
5 reconstruction project.
6
7

8 WHEREAS, in November 2017, the citizens of Springfield passed the
9 reauthorization of the level property tax to support City Council's priorities of Public
10 Safety, Fiscal Sustainability, and Economic Vitality; and
11

12 WHEREAS, in February 2020, City Council passed Special Ordinance 27279
13 authorizing the issuance of Special Obligation Improvement Bonds to provide funds for
14 costs related to improvements to the City's stormwater system and certain fire stations
15 and public works buildings; and
16

17 WHEREAS, the Fire Station #7 reconstruction project is anticipated to incur
18 expenses beyond the original estimate, which was determined prior to the 2017 level
19 property tax reauthorization; and
20

21 WHEREAS, a portion of the Level Property Tax-Debt Service Fund reserve may
22 be appropriated to the Level Property Tax-Operating Fund to satisfy these additional
23 expenses.
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 budget for Fiscal Year 2022-2023 of the City of Springfield is
29 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
30 No. 023, a copy of which is attached hereto and incorporated herein by this reference
31 as "Exhibit A."
32

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

35
36 Section 3 – The City Manager is directed to cause the appropriate entries to be
37 made in the books and records of the City.

38
39 Section 4 – This Ordinance shall be in full force and effect from and after
40 passage.

41
42 Passed at meeting: _____

43
44 _____
45 Mayor

46
47 Attest: _____, City Clerk

48
49 Filed as Ordinance: _____

50
51
52 Approved as to form: Jill Burris, Assistant City Attorney

53
54
55 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2022- 262

FILED 10-11-22

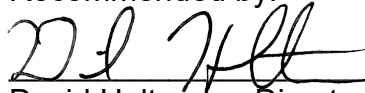
ORIGINATING DEPARTMENT: Finance

PURPOSE: To amend the budget of the City of Springfield for Fiscal Year 2022-2023, in the amount of \$950,000, to appropriate a portion of the Level Property Tax-Debt Service Fund reserve appropriation to the Level Property Tax-Operating Fund for additional funding needed for the Fire Station #7 reconstruction project.

BACKGROUND INFORMATION: In February 2020, Special Ordinance 27279 was passed for the issuance of Special Obligation Improvement Bonds, Series 2020, not to exceed \$19,000,000, for the purpose of providing funds to pay costs related to improvements to the City's stormwater system and certain fire stations and public works buildings. These bonds are paid from the level of property tax to support City Council's priorities of Public Safety, Fiscal Sustainability, and Economic Vitality.

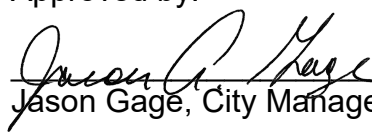
The general construction cost for Fire Station #7 reconstruction was estimated at \$2,480,800 at the time the level property tax plan was formed which was determined prior to the 2017 vote. Although a modest inflationary factor was including the plan, the recent increase in inflation has outpaced this estimate. Based on new architectural estimates, an additional \$1,192,000 is needed to bid the project. \$242,000 of the bond contingency will be utilized to fund the remaining amount needed. This portion was budgeted within the special ordinance 27279, thus no additional budget adjustment is necessary for this amount. The design of this project began in August 2019, and the construction phase is scheduled to begin in December 2022. Project completion is scheduled for the end of December 2023.

Recommended by:



David Holtmann, Director of Finance

Approved by:



Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
023

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25100	09	14120	417010	000000	00000	\$ 950,000	Transfer from LPT debt service fund
Net Revenue Adjustment						\$ 950,000	

Expenditures:

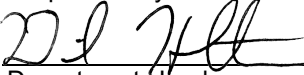
Fund	Dept	Org	Account	P&G	Location	Amount	Description
33030	09	14120	509910	000000	00000	\$ 950,000	Transfer to LPT operating (pay-as-you-go project funding)
25100	20	73020	509110	102627	00000	950,000	LPT operating - Fire Station # 7 reconstruction
Net Expenditure Adjustment						\$ 1,900,000	

Fund Balance Appropriation:

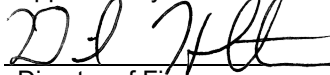
Fund	Title	Amount
33030	Level Property Tax Fund	\$ (950,000)

Explanation: To amend the FY2022-23 budget by appropriating available property tax fund balance for the reconstruction of Fire Station # 7.

Requested By:


Department Head 10-11-22
Date

Approved By:


Director of Finance 10-11-22
Date

City Manager Date

Authorization:

Council Bill No. 2022-262
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 10-11-22

Sponsored by: Simpson, McGull,
Lear, and Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-263

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Special Ordinance 27730 to revise funding appropriated for continuing
2 COVID-19 services; amending the budget for Fiscal Year 2022-2023 to
3 appropriate funds from the City's Coronavirus State and Local Fiscal
4 Recovery Funds, established by the American Rescue Plan Act
5 ("ARPA") of 2021, for certain projects as recommended by the City
6 Council ARPA Review Committee; allotting \$7,000,000 of the City's
7 Coronavirus State and Local Recover Funds set aside for projects
8 related to homelessness and housing for certain projects as
9 recommended by the City Council ARPA Review Committee; and
10 authorizing the City Manager to enter into funding agreements as
11 necessary with recipients of such funds. (The City Council ARPA
12 Review Committee voted to recommend this appropriation to City
13 Council.)
14 _____
15

16 WHEREAS, the American Rescue Plan Act of 2021 ("ARPA"), signed into law on
17 March 11, 2021, established Coronavirus State and Local Fiscal Recovery Funds to
18 provide emergency funding for eligible state, local, territorial, and Tribal governments;
19 and
20

21 WHEREAS, the City was awarded \$40,276,290 in Coronavirus State and Local
22 Fiscal Recovery Funds, and City Council accepted these ARPA funds through Special
23 Ordinance 27538 passed on July 26, 2021; and
24

25 WHEREAS, City Council, through Special Ordinance 27730 adopted on July 25,
26 2022, set aside \$7,000,000 of the City's Coronavirus State and Local Fiscal Recovery
27 Funds for projects related to homelessness and housing, with such projects to be
28 recommended by the City Council ARPA Review Committee; and
29

30 WHEREAS, the City Council ARPA Review Committee met on October 11, 2022,
31 and voted to recommend the allotment of the funds set aside for projects related to
32 homelessness and housing as follows:
33

\$2,785,297 to be utilized together with the \$2,215,703 Non-Congregate Shelter Allocation enumerated within the City's HOME-ARP Allocation Plan approved by the U.S. Department of Housing and Urban Development ("HUD"), with this joint funding to allow for the acquisition, construction, renovation, or rehabilitation of buildings to create one or more non-congregate shelters;

\$3,000,000 to be awarded to the Community Partnership of the Ozarks' purpose-driven day center project;

\$650,000 to be awarded to The Connecting Grounds proposal for a respite house, storage facility, showers, and outreach; and

\$564,703 for affordable housing home ownership program(s) to be determined through a request for proposal ("RFP") process; and

WHEREAS, at its October 11, 2022 meeting, the City Council ARPA Review Committee further stated that, in addition to the necessary protocols required with ARPA, the recipients of these homeless/housing funds, if applicable, must be members of the Ozarks Alliance to End Homelessness – Federally designated Continuum of Care; and

WHEREAS, City Council, through Special Ordinance 27730 adopted on July 25, 2022, amended the amount of ARPA funds appropriated to support continuing COVID-19 critical services from \$8,000,000 to \$3,026,290; and

WHEREAS, at its October 11, 2022 meeting, the City Council ARPA Review Committee voted to recommend amending the amount of ARPA funds appropriated to support continuing COVID-19 critical services from \$3,026,290 to \$2,776,290; and

WHEREAS, at its October 11, 2022 meeting, the City Council ARPA Review Committee voted to recommend funding for the Lincoln Cemetery Maintenance in the amount of \$100,000, and for the Court Appointed Special Advocate ("CASA") project for a clubhouse and playground for children in foster care in the amount of \$150,000.

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

Section 1 – Special Ordinance 27730 is hereby amended to change the amount of ARPA funds appropriated to support continuing COVID-19 critical services from \$3,026,290 to \$2,776,290.

Section 2 – The budget for Fiscal Year 2022-2023 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 025, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A," to appropriate funds from the City's Coronavirus State and Local Fiscal Recovery Funds, established

by the American Rescue Plan Act of 2021, for the following projects and in the following amounts as recommended by the City Council ARPA Review Committee:

The Lincoln Cemetery Maintenance in the amount of \$100,000; and

The Court Appointed Special Advocate (“CASA”) project for a clubhouse and playground for children in foster care in the amount of \$150,000.

Section 3 – City Council finds the budget adjustment has been recommended by the City Manager.

Section 4 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 5 – Funds are hereby allotted from the \$7,000,000 of the City’s Coronavirus State and Local Fiscal Recovery Funds, which City Council set aside for homelessness and housing projects, for the following projects and in the following amounts, with the requirement that the recipients of these funds, if applicable, be members of the Ozarks Alliance to end Homelessness - Federally designated Continuum of Care:

\$2,785,297 to be utilized together with the \$2,215,703 Non-Congregate Shelter Allocation enumerated within the City’s HOME-ARP Allocation Plan approved by the U.S. Department of Housing and Urban Development (“HUD”), with this joint funding to allow for the acquisition, construction, renovation, or rehabilitation of buildings to create one or more non-congregate shelters;

\$3,000,000 to be awarded to the Community Partnership of the Ozarks’ purpose-driven day center project;

\$650,000 to be awarded to The Connecting Grounds proposal for a respite house, storage facility, showers, and outreach; and

\$564,703 for affordable housing home ownership program(s) to be determined through a request for proposal (RFP) process.

Section 6 – City Council hereby authorizes the City Manager, or his designee, to develop and enter into any necessary funding agreements with recipients of funds appropriated and allocated in this Ordinance for the projects identified in Sections 2 and 5 above, provided that any agreements or documents executed pursuant to this authority are in a form approved by the City Attorney.

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

Passed at meeting: _____

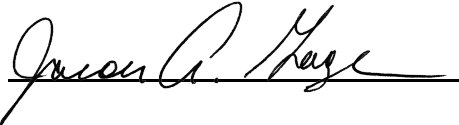
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2022- 263

FILED: 10-11-22

ORIGINATING DEPARTMENT: City Manager

PURPOSE: Amending Special Ordinance 27730 to revise funding appropriated for continuing COVID-19 services; amending the budget for Fiscal Year 2022-2023 to appropriate funds from the City's Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021 ("ARPA"), for certain projects as recommended by the City Council ARPA Review Committee; allotting \$7,000,000 of the City's Coronavirus State and Local Recover Funds set aside for projects related to homelessness and housing for certain projects as recommended by the City Council ARPA Review Committee; and authorizing the City Manager to enter into funding agreements as necessary with recipients of such funds. (The City Council ARPA Review Committee voted to recommend this appropriation to City Council)

BACKGROUND INFORMATION: The American Rescue Plan Act of 2021 was passed by Congress on March 10, 2021, and signed into law on March 11, 2021. The Act provides \$1.9 trillion in aid for families, governments, businesses, schools, non-profits, and others impacted by COVID-19. The Act includes, among other things \$656 billion for direct financial assistance to individuals, businesses and non-profits; \$56 billion in assistance to individuals and families; \$211 billion for education and childcare programs; \$86 billion for health programs; \$40 billion for transportation, including airports and rail; \$61 billion for a variety of other programs and \$350 billion for state and local governments in a Fiscal Recovery Fund. Of the \$350 billion in the Fiscal Recovery Fund administered by the U.S. Department of the Treasury, the City of Springfield directly received an allocation of \$40,276,290.

The City received the Fiscal Recovery Funds from the U.S. Department of the Treasury in two allotments, \$20,138,145 on June 7, 2021, and the remaining \$20,138,145 on June 9, 2022. David Holtmann, Director of Finance for the City of Springfield, reported to the ARPA Review Committee at their meeting on April 19, 2022, the total revenue reduction due to the pandemic for the City of Springfield, as calculated utilizing the guidelines from the U.S. Department of the Treasury, to be \$72,535,871 for Fiscal Year 2020 and Fiscal Year 2021 combined. This amount eclipses the City of Springfield's total ARPA funds received by more than \$32 million just for Fiscal Year 2020 and Fiscal Year 2021. This gives us the broad flexibility for expenditures, authorized in the Act, under the category of provision of government services to the extent of the reduction in revenue.

Special Ordinance 27730 adopted by City Council on July 25th, 2022, set aside \$7,000,000 for homeless/housing projects to be recommended by the City Council ARPA Review Committee. The City Council ARPA Review Committee met on October 11th, 2022, and voted to recommend the allotment of the homeless/housing funds in the following manner:

\$2,785,297 of this set aside funding to be utilized together with the \$2,215,703 Non-Congregate Shelter Allocation enumerated within the City's HOME-ARP Allocation Plan approved by the U.S. Department of Housing and Urban Development ("HUD"). This joint funding will allow for the acquisition, construction, renovation, or rehabilitation of buildings to create one or more non-congregate shelters.

\$3,000,000 to be awarded to The Community Partnership of the Ozarks' purpose-driven day center project.

\$650,000 to be awarded to The Connecting Grounds proposal for a respite house, storage facility, showers, and outreach.

\$564,703 for affordable housing home-ownership program(s) to be determined through a request for proposal ("RFP") process.

The City Council ARPA Review Committee stated that in addition to the necessary protocols required with ARPA, that the recipients of these homeless/housing funds, if applicable, must be members of the Ozarks Alliance to end Homelessness - Federally designated Continuum of Care.

Special Ordinance 27730 adopted by City Council on July 25th, 2022, also amended the budget for Fiscal Year 2021-2022 from \$8,000,000 to \$3,026,290 to support the Springfield-Greene County Health Department for continuing COVID-19 critical services. The ARPA Review Committee is now recommending, with the approval of this Ordinance, to amend the funds to be set aside for potential COVID-19 response to \$2,776,290. This funding allocation will remain for COVID-19 pandemic utilization unless/until these funds are reallocated by City Council for other ARPA projects, as funds become available.

The City Council ARPA Review Committee also recommended funding for:

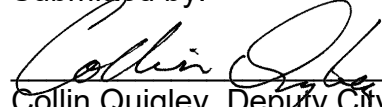
The Lincoln Cemetery Maintenance in the amount of \$100,000, and

Court Appointed Special Advocate ("CASA") project for a clubhouse and playground project for children in foster care in the amount of \$150,000.

With approval of this Ordinance, the City Manager is authorized to work with the entities for the approved projects and to develop and approve funding agreements that will detail the parameters for project reimbursements, auditing reviews, completion timetables, as well as other requirements as needed to ensure successful project completion.

REMARKS: The City Council ARPA Review Committee recommends approval.

Submitted by:


Collin Quigley, Deputy City Manager

Approved by:


Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
025

Revenues:

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

Expenditures:

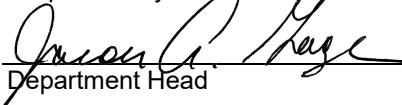
Fund	Dept	Org	Account	P&G	Location	Amount	Description
22520	09	18050	504580	000000	00000	\$ 100,000	Lincoln Cemetery repair and maintenance
22520	09	18050	504580	000000	00000	150,000	Court Appointed Special Advocates - CASA
22520	11	18030	500110	000000	00000	(125,000)	Reallocate COVID-19 response funding for Health
22520	11	18030	504580	000000	00000	(125,000)	Reallocate COVID-19 response funding for Health
Net Expenditure Adjustment						\$ -	

Fund Balance Appropriation:

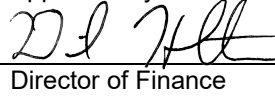
Fund	Title	Amount

Explanation: To amend the FY2022-23 budget by reappropriating American Rescue Plan Act funds allocation from the Springfield-Greene County Health Department to Lincoln Cemetery and CASA projects.

Requested By:

 10-11-22
Department Head Date

Approved By:

 10-11-22
Director of Finance Date

Authorization:

Council Bill No. 2022-263
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager _____ Date

One-rdg. _____
P. Hmgs. _____
Pgs. 8
Filed: 09-27-22

Sponsor: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-257

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Services Contract with
2 Greene County, Missouri, for the City to continue to monitor and
3 maintain the County storm warning sirens.
4 _____
5

6 WHEREAS, the City of Springfield and Greene County have jointly installed storm
7 warning sirens in the City and County adjacent to the City, and Greene County desires to
8 have the City continue to monitor and maintain the County warning sirens; and
9

10 WHEREAS, the Services Contract has been renewed triennially since the installation
11 of the sirens in 1999; and
12

13 WHEREAS, the Services Contract sets forth the provisions and conditions for the City
14 to continue monitoring and maintaining services for the County storm warning sirens; and
15

16 WHEREAS, Greene County reimburses the City for these services as set forth in the
17 Services Contract.
18

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

22 Section 1 – The City Manager, or his designee, is hereby authorized to enter into a
23 Services Contract with Greene County for the purpose of the City monitoring and maintaining
24 County storm warning sirens, said agreement to be substantially in the form and content as
25 set forth in “Exhibit A,” which is attached hereto and incorporated herein by this reference.
26

27 Section 2 – This Ordinance shall be in full force and effect from and after passage.
28

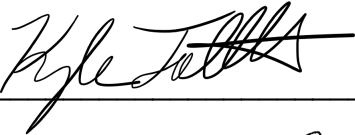
29 Passed at Meeting: _____
30

31
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to Form:  _____, Assistant City Attorney

Approved for Council Action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2022- 257

FILED: 09-27-22

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To authorize the City Manager, or his designee, to enter into a Services Agreement with Greene County, Missouri, for the City to continue to monitor and maintain the County Storm Warning Sirens.

BACKGROUND INFORMATION: The City and County have jointly installed storm warning sirens in the city and densely populated portions of the county adjacent to the city. The County desires the City to continue to monitor and maintain the 28 county storm warning sirens.

The City replaced aging storm warning sirens throughout the city in 1999. The County partnered with the City, at that time, and added 27 to serve those neighborhoods in the County that were just outside the City. Since that time, one additional storm siren has been added in the County for a total of 28. The City purchased equipment and materials to monitor and maintain the replacement system. The County opted to purchase only spare parts and, rather than duplicate the expensive control equipment, requested the City to perform the monitoring and maintenance. This agreement has been renewed triennially ever since. This current agreement sets forth the provisions and conditions for the City to continue monitoring and maintenance services for the County's storm warning sirens. In return, the County will agree to reimburse the City, \$45 per siren per month, for these services. If specific repairs of any storm siren are required, the County will pay the City the costs of all parts not covered by warranty and labor at the rate of \$32 per hour, plus mileage to and from the location at applicable IRS mileage rates.

This Council Bill supports the following City Council Priorities:

- Public Safety
- Fiscal Sustainability and Accountability
- Economic vitality

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

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 Boonville, P.O. Box 8368 Springfield, MO 65802 Phone: 417-864-1952 Fax: 417-864-1139 Attn: Gail Fangrow, Municipal Facilities		Springfield-Greene County Office of Emergency Management 330 W. Scott Street Springfield, MO 65802 Phone: 417-829-6551 Fax: Attn: Larry Woods	

SERVICES CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by the City of Springfield, a municipal corporation of the State of Missouri, hereafter referred to as "City", and the County of Greene in the State of Missouri, hereafter referred to as "County."

WITNESSETH:

THAT, WHEREAS, the City and County desire to enter into an agreement to cooperate in the maintenance and storage of twenty-eight (28) storm warning sirens owned by the County, installed and located outside the City of Springfield in Greene County, as identified in Exhibit A, and two (2) complete spare siren units, two (2) base repair kits, and two (2) additional spare parts adder kits owned by the County, in association with the Springfield-Greene County Office of Emergency Management; and

WHEREAS, such cooperation is authorized by Section 70.220 of the Revised Statutes of Missouri; and

WHEREAS, the benefits of maintaining the storm warning sirens will benefit the citizens of both the City and the County.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the County as follows:

1. Basic Maintenance and Repairs. City agrees to provide basic maintenance and repairs for the twenty-eight (28) storm warning sirens listed on Exhibit B, which are installed at various locations outside the City in Greene County, Missouri, on the basis set forth in the agreement. City, by and through its Department of Public Works, agrees to respond to the County storm siren locations when maintenance or repair is shown to be required for a particular storm siren by the computerized system which was installed for such purpose, or when a specific problem has been reported to the Department of Public Works by County. City agrees to store the storm siren spare units and parts referred to above owned by the County, and County agrees that City may use the same as required. County agrees City may obtain on County's behalf any replacement parts from the manufacturer available under warranty for use to repair County storm sirens. City will return the storm siren spare kits to County, if unused, upon termination of this agreement.

2. Reimbursement to City. During the term of this agreement, County agrees to pay to City the sum of **Forty-five and 00/100 Dollars (\$45.00)** per siren per month for monitoring and performing any general maintenance on the storm sirens which are listed on Exhibit A. If specific repairs of any storm siren are required, County will pay to City within forty-five (45) days of receipt of invoice, the costs of all parts not covered by warranty and labor at the rate of **Thirty-two and 00/100 Dollars (\$32.00)** per hour, plus mileage to and from the location at applicable IRS mileage rates.

3. Timeliness of Repairs. City agrees to perform required repairs or maintenance as promptly as is practical upon receipt of notification of the need for repair or maintenance. In the event of a system-wide failure, it is agreed that priority in performing repairs will be based upon the respective population density of the areas being served by the storm sirens, with the most populated areas being given the highest priority.

4. **License to Enter Upon County Property.** City and County acknowledge that this agreement gives to City no interest in right-of-way or property of the County for the storm sirens or the property upon which they are located, County agreeing only that City, its agents and employees, shall have a license to enter upon such property as necessary to fulfill its obligations under this agreement.

5. **Indemnification.** City agrees that it will furnish to County the same quality of repair and maintenance to provides for the storm sirens owned by the City. If City has complied with the foregoing obligation, County agrees that it will indemnify, defend, and hold the City harmless from and against all claims, suits, or actions which might be brought against the City, its employees or agents, arising out of the failure of any storm siren, unless City has not furnished such quality of repair and maintenance as set forth above, provided that the County's liability for indemnification for any such occurrence at each location shall not exceed the sovereign immunity limits in effect when the claim arises as established pursuant to Section 537.610, Revised Statutes of Missouri and regulated by the Missouri Department of Insurance, and provided further that the County's duty to defend the City or its employees and agents shall cease when the limits of liability in Section 537.610, Revised Statutes of Missouri have been exhausted by payment of any judgment or settlement of any claim.

6. **Term.** The term of this agreement shall be for a period of three (3) years, September 9, 2022 through September 9, 2025, with automatic renewal for three (3) additional one year terms, unless either party provides written notice of termination at least thirty (30) days prior to the expiration of the current term.

7. **Conflicts.** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

8. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City at 840 Boonville, Springfield, Missouri 65802, and County at 923 N. Robberson, 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.

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 adjudicated, venue shall be property only in the Circuit Court of Greene County, Missouri.

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

11. **Assignment.** This agreement shall not be subject to assignment by either party hereto.

[Remainder of page intentionally left blank.]

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

GREENE COUNTY, MISSOURI

By: _____
Presiding Commissioner

By: _____
Commissioner, 1st District

By: _____
Commissioner, 2nd District

By: _____
Highway Administrator

APPROVED AS TO FORM

County Attorney or designee

Auditor Certification

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 anticipated revenue appropriated for payment of same.

Auditor

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee

APPROVED AS TO FORM

City Attorney 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 Acting Director

GREENE COUNTY SITES

SIREN	ADDRESS
201	3093 N. FARM ROAD 137
202	3984 N. FARM ROAD 127
203	4443 N. FARM ROAD 135
204	2831 W. FARM ROAD 76
205	4901 N FARM ROAD 145
206	4768 N. FARM ROAD 159
207	1716 E. FARM ROAD 82
208	3515 E FARM ROAD 102
209	4050 N. FARM ROAD 205
210	2660 N. FARM ROAD 209
211	2040 N. FARM ROAD 197
212	4847 E. LUELLA
213	4695 E. FARM ROAD 144
214	2575 S. MUMFORD AVENUE
215	5315 S. STATE HIGHWAY NN
216	6211 S. FARM ROAD 175
217	500 E. FARM ROAD 192
218	1244 W. FARM ROAD 186
219	2550 W. FARM ROAD 192
220	5391 CLIFTON
221	3672 W. VILLAGE TERRACE
222	3700 S. FARM ROAD 119
223	2852 S. GRASSHILL ROAD
224	2330 S. JONATHAN AVENUE
225	4767 W. PORTLAND STREET
227	5905 W FARM ROAD 140
228	3391 S. VALLEYVIEW DRIVE
701	OIS D' ARC (NORTH OF SCHOOL)

One-rdg. _____
P. Hrngs. _____
Pgs. 10
Filed: 09-27-22

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 258

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager or his designee to enter into a Cost Apportionment
2 Agreement with the Missouri Highways and Transportation
3 Commission to share costs associated with a pedestrian safety
4 workshop, with the City being responsible for \$7,500 of the total cost of
5 the workshop.
6 _____
7

8 WHEREAS, the Missouri Highways and Transportation Commission ("MHTC")
9 received a State Transportation Innovation Council grant providing 80 percent (\$75,000)
10 of the funding for a pedestrian safety workshop; and
11

12 WHEREAS, said grant requires the remaining 20 percent (\$15,000) of the
13 workshop's costs be paid for by local matching funds; and
14

15 WHEREAS, the Missouri Department of Transportation has agreed to fund half of
16 the local match, with the City funding the remaining half of the local match; and
17

18 WHEREAS, the design-based safety workshop includes the Federal Highway
19 Administration's Safe Transportation for Every Pedestrian program and a Road Safety
20 Audit for local roadways, and is tailored for the City of Springfield and local Missouri
21 Department of Transportation staff; and
22

23 WHEREAS, the City wishes to share in the costs of the pedestrian safety
24 workshop by contributing \$7,500 to the cost of the pedestrian safety workshop using
25 funds already budgeted.
26

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

30 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
31 enter into a Cost Apportionment Agreement in substantial conformity with "Exhibit 1"
32 attached hereto and incorporated herein by reference.
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 _____
47 Approved as to form: _____, Assistant City Attorney

48
49 _____
50 Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022- 258

FILED: 09-27-22

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to accept a Cost Apportionment Agreement ("Exhibit 1") from the Missouri Highways and Transportation Commission to develop, execute and provide a pedestrian safety workshop, with the City of Springfield being responsible for \$7,500, or 10% of the total cost of the workshop.

BACKGROUND INFORMATION: The Missouri Department of Transportation received a State Transportation Innovation Council ("STIC") grant (\$60,000), providing 80% of the funding for a safety workshop (\$75,000) and requires a 20% local match. The local Missouri Department of Transportation ("MoDOT") office agreed to fund half of the local match (\$7,500) with the City of Springfield to fund the other half of the match (\$7,500).

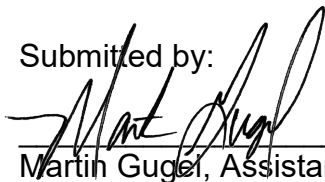
The design-based safety workshop includes the Federal Highway Administration's safety program called Safe Transportation for Every Pedestrian ("STEP") and a Road Safety Audit ("RSA") for local roadways. This two-day workshop will be tailored for City of Springfield and local MoDOT staff. It will include training in proven STEP countermeasures to increase pedestrian safety and provide road safety audits on MoDOT and City of Springfield routes/streets with conceptual drawings and planning-level cost estimates for safety measures for the same roadway sections. The training will be provided to City and MoDOT staff to provide guidance for different local agencies on how to achieve uniform pedestrian enhancement applications across the area and helps facilitate coordination for regional safety efforts.

Supports the following City Council Priorities:

- Public Safety
- Quality of Place

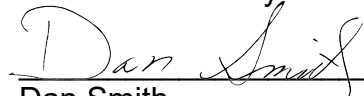
REMARKS: Public Works recommends approval of this Ordinance. The funds for this training are already budgeted and no budget adjustment is necessary.

Submitted by:



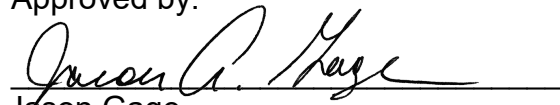
Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith
Director of Public Works

Approved by:



Jason Gage
City Manager

CCO Form: DE07
Approved: 07/97 (DPP)
Revised: 12/21 (BDG)
Modified:

Cost Apportionment Agreement
Route: Various
County: Greene
Job No.: NA

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST APPORTIONMENT AGREEMENT

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

WITNESSETH:

WHEREAS, the parties desire to develop a safety workshop to be conducted within the Entity's boundaries.

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

(1) PURPOSE: The purpose of this Agreement is to coordinate the participation by the Entity in the cost of the Commission's safety workshop. This safety workshop will involve the Federal Highway Administration's safety program called Safe Transportation for Every Pedestrian (STEP) training and design-based application to select locations within the Entity's boundaries using the Federal Highway Administration's safety program called Road Safety Audit (RSA) method as seen in EXHIBIT A.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Three to four workshop study locations will be identified in the Entity's boundaries.

(3) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Entity and the Commission.

(4) COMMISSION REPRESENTATIVE: The Commission's State Highway Safety and Traffic Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) PROJECT RESPONSIBILITIES: With regard to project responsibilities

under this Agreement, the parties agree to contribute as follows:

(A) The Commission will be responsible for the preparation and implementation of the safety workshop.

(C) The Commission will be responsible for managing the contract for the safety workshop.

(6) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to as follows:

(A) The total cost of the project is seventy-five thousand dollars (\$75,000.00) as seen in EXHIBIT B.

(B) A State Transportation Innovation Council (STIC) grant awarded to MoDOT for the combined FFY21 and FFY22 totals sixty thousand dollars (\$60,000.00).

(C) The Commission will pay a contribution of seven thousand and five hundred dollars (\$7,500.00) from the Safety & Traffic Division operating budget.

(D) The Entity shall remit a check in the amount of seven thousand and five hundred dollars (\$7,500.00) to cover engineering costs no later than ten days after the execution of the design consultant agreement. This check should be made payable to *Director of Revenue - Credit State Road Fund*. If the Entity fails to make the deposit, the Commission is under no obligation to continue with the project.

(E) All overruns will be the responsibility of MoDOT and City of Springfield splitting the cost 50/50. Underruns will be split pro-rata.

(7) COMMINGLING OF FUNDS: The Entity agrees that all funds deposited by the Entity, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *State Road Fund*. If the amount deposited with the Commission shall be less than the actual obligation of the Entity for this project, the Entity, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds, excluding interest, shall be refunded to the Entity based on its pro rata share of the investment.

(8) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) APPROVAL OF FHWA AND AVAILABILITY OF FUNDS: This Agreement is entered into subject to the approval of the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(11) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(14) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(15) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(16) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to amend the safety workshop pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(17) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(18) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(19) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(20) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
Attn: Nicole Hood
State Highway Safety & Traffic Engineer
830 MoDOT Drive
Jefferson City, MO 65102
Email:Nicole.Hood@modot.mo.gov

Entity to: City of Springfield
City Manager
Jason Gage
840 Booneville Ave
4th Floor
Springfield, MO 65802
417-864-1006

or to such other place as the parties may designate in accordance with this Agreement.

[Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on Following Page]

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

Executed by the Entity this on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD, MISSOURI

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No _____

EXHIBIT A

Safety Workshop – Scope of Work: Summary

The Missouri Department of Transportation will partner with the City of Springfield to conduct a safety workshop using grant funds from the State Transportation Innovation Council for Safe Transportation for Every Pedestrian (STEP) program training and design-based application to three to four workshop study locations. The workshop will take place in late 2022, but activities to prepare for the workshop will begin in Fall 2022.

The purpose of the design-based application safety workshop is to accelerate proven STEP countermeasures practice throughout the state of Missouri. The workshop is patterned after the Federal Highway Administration's Road Safety Audit (RSA) safety process to ensure a quality training event. Knowledge, confidence, and practice gained from the workshops will facilitate expansion of safety demonstration projects throughout Missouri to reduce pedestrian crashes. Through documenting the workshop, a bonus is that the sites being analyzed as part of the workshop will be positioned for potential programming as safety demonstration projects for both MoDOT and Springfield.

Activities

1. Create presentations and other workshop materials.
2. Identify study locations.
3. Conduct field review and collect data for the study locations.
4. Conduct two-day workshop focused on Federal Highway Administration's Safe Transportation for Every Pedestrian program and design-based application to workshop study locations
5. Develop conceptual drawings and planning-level cost estimates.
6. Document workshop results and develop recommendations for the study locations.

Exhibit B

Project Name: Safety Workshop

MoDOT Project Number: Not applicable

Description: This safety workshop will involve the Federal Highway Administration's safety program called Safe Transportation for Every Pedestrian (STEP) training and design-based application to select locations within the Entity's boundaries using the Federal Highway Administration's safety program called Road Safety Audit (RSA) method

Total Project Cost Estimate: \$75,000

Local Entity: \$7,500

Financial Responsibilities:

State Transportation Innovation Council (STIC) grant	\$60,000	80%
Highway Safety and Traffic Division-MoDOT	\$7,500	10%
City of Springfield	\$7,500	10%
Total:	\$75,000	100%

All overruns will be the responsibility of MoDOT and City of Springfield splitting the cost 50/50. Underruns will be split pro-rata.