



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 November 28, 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. NOVEMBER 14, 2022, CITY COUNCIL MEETING.**

Documents:

[11-14-22.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. **Council Bill 2022-283 (City Council)**

A resolution recognizing and honoring the life of former Mayor N. L. "Mac" McCartney for his exemplary service as Mayor and as a member of the Springfield City Council and his service to the community as a volunteer and businessman.

Documents:

[2022-283.PDF](#)

6. **CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETING.**
7. **SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On.**
8. **Council Bill 2022-274 (Horton)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.5 acre of property generally located at 2000 West Thoman Street from HM, Heavy Manufacturing District, to R-SF, Residential Single-Family District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)

Documents:

[2022-274.PDF](#)

9. **Council Bill 2022-275 (Schilling)**

A special ordinance approving a redevelopment plan for the Grant Avenue Parkway Redevelopment Area, which is generally bounded by West Olive Street to the north, West Catalpa Street to the south, South Campbell Avenue to the east, and South Douglas Avenue to the west; and declaring the Grant Avenue Parkway Redevelopment Area to be blighted and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety,

morals, and welfare. (The Land Clearance for Redevelopment Authority, Planning and Zoning Commission, and Staff recommend approval.)

Documents:

[2022-275.PDF](#)

10. **Council Bill 2022-277 (Lear)**

A general ordinance amending the Springfield City Code, Chapter 98, 'Streets, Sidewalks and Public Places,' Article VII, 'Encroachments on City Property,' to allow for administrative approval of certain encroachments placed or installed by community improvement districts in areas not adjacent to property owned or leased by said districts.

Documents:

[2022-277.PDF](#)

11. **Council Bill 2022-278 (McGull)**

A special ordinance authorizing the City Manager, or his designee, to enter into a Cost Share Agreement for Roadway Improvements, with the Erlen Group, to coordinate participation in the cost of improvements on LeCompte Road from its intersection with Division Street north to the BNSF Railroad tracks; and approving a budget adjustment to amend the Fiscal Year 2022-2023 budget for the Department of Public Works in the amount of \$1,256,010 and to accept payment for the Erlen Group's share of the project.

Documents:

[2022-278.PDF](#)

12. **Council Bill 2022-279 (Lear, Hardinger, Schilling, Simpson)**

A general ordinance amending the Springfield City Code, Chapter 2, "Administration," Article VI, "Finances," Division 4, "Police Officers' and Fire 'Fighters' Retirement System," Section 2-444, "Board of trustees established; membership; election of members," to revise the residential requirements for Pension Board candidates and to revise the procedures for filling vacant elected voting positions; and amending Sections 2-473, "Non-duty disability pension," and 2-474, "Duty disability pension," to remove the workers' compensation offset.

Documents:

[2022-279.PDF](#)

13. Council Bill 2022-280 (McGull)

A special ordinance granting Conditional Use Permit No. 469 for the purpose of permitting an automobile washing business as a conditional use within the GR – General Retail District, generally located at 600 South Glenstone Avenue. (Staff and Planning and Zoning Commission both recommend approval.)

Documents:

[2022-280.PDF](#)

14. Council Bill 2022-276 (Simpson)

A special ordinance granting Conditional Use Permit No. 470 for the purpose of permitting an eating and drinking establishment use group, including drive-in, pick-up window, or drive-thru facilities, as a conditional use within the LB – Limited Business District, with Conditional Overlay District No. 207, generally located at 404, 420, and 424 East Sunshine Street. (Planning and Zoning Commission recommends denial and staff recommends approval.)

Documents:

[2022-276.PDF](#)

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

16. Council Bill 2022-284 (McClure)

A resolution renaming the Midfield Terminal of the Springfield-Branson National Airport 'Roy Blunt Terminal' to honor the legacy and outstanding public service of Roy Blunt.

Documents:

[2022-284.PDF](#)

17. Council Bill 2022-285 (City Council)

A resolution declaring the results of a Special Municipal Election held on November 8, 2022, under the Home Rule Charter of the City of Springfield, Missouri.

Documents:

[2022-285.PDF](#)

18. **Council Bill 2022-286 (Schilling, Horton)**

A resolution declaring the Redevelopment Plan for the Grant Avenue Parkway Redevelopment Area a multi-project redevelopment plan pursuant to Section 40-19 of the Springfield City Code.

Documents:

[2022-286.PDF](#)

19. **EMERGENCY BILLS.**

20. **PUBLIC IMPROVEMENTS.**

21. **GRANTS.**

22. **AMENDED BILLS.**

23. **COUNCIL BILLS FOR PUBLIC HEARING.**

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

25. **Council Bill 2022-287 (Hosmer)**

A special ordinance amending the Rules and Regulations for the Comprehensive Housing Assistance Program to include revisions necessary to match the regulations of the United States Department of Housing and Urban Development, to allow the Director of Planning and Development and the Loan Committee certain flexibility when dealing with various issues arising under the City's loan programs, to include the ability to acquire existing occupied housing, and to allow for annual adjustments to loan interest rate. (Planning staff and the Loan Committee recommend approval.)

Documents:

[2022-287.PDF](#)

26. **Council Bill 2022-288 (Schilling)**

A special ordinance approving the plans and specifications for the Jefferson Avenue Streetscape improvement; accepting the bid of KCI Construction Company in the amount of \$1,797,790 for said improvements; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents:

[2022-288.PDF](#)

27. Council Bill 2022-289 (Lear)

A general ordinance amending the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Crafts, Trades and Labor Union Schedule, the Fire Protection Union Schedule, and the Professional, Administrative, and Technical Non-Union Schedule by adding eleven (11) new job titles and deleting two (2) job titles; and amending the Fiscal Year 2022-2023 budget to adjust the authorized employee positions in the Department of Human Resources and Department of Environmental Services by adding one new Full Time Equivalent position to each respective department.

Documents:

[2022-289.PDF](#)

28. Council Bill 2022-290 (Ollis)

A special ordinance approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 7 Public Sewer Rehabilitation – Open Cut Repairs project; accepting the bid of Rosetta Construction, LLC, in the amount of \$4,059,920 for the project; authorizing the City Manager, or his designee, to enter into a contract for said project; and approving a budget adjustment in the amount of the bid, plus a contingency, to amend the Fiscal Year 2022-2023 budget of the Department of Environmental Services Clean Water Enterprise Fund by appropriating reserves of said fund in the amount of \$4,871,904.

Documents:

[2022-290.PDF](#)

29. Council Bill 2022-291 (Hardinger)

A special ordinance authorizing the City Manager, or his designee, to enter into a Contract of Obligation with the Missouri Department of Natural Resources whereby the City agrees to financially secure the future closure and post-closure care of all currently active and previously completed portions of the City's Noble Hill Sanitary Landfill.

Documents:

[2022-291.PDF](#)

30. Council Bill 2022-292 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to enter into a land lease agreement with the Watershed Committee of the Ozarks, Inc., for the lease of a four-acre parcel of land near the Southwest Wastewater Treatment Plant and Yardwaste Recycling Center.

Documents:

[2022-292.PDF](#)

31. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

32. NEW BUSINESS.

Mayor McClure recommends the following appointment to the Springfield Convention & Visitors Bureau, Inc.: Darline Mabins with term to expire January 1, 2026.

Mayor McClure recommends the following reappointment to the Springfield Convention & Visitors Bureau, Inc.: Bill Hobbs and Laura Head-Elliot with terms to expire January 1, 2026.

The Public Involvement Committee recommends the following appointment to the Citizens' Tax Oversight Committee: Dr. Keri Franklin with term to expire May 1, 2025.

The Committee of the Whole recommends the following reappointment to the Board of Public Utilities: Louise Knauer with term to expire December 1, 2025.

The Committee of the Whole recommends the following appointments to the Board of Public Utilities: Steve Dooley with term to expire December 1, 2025; Dr. Alina Lehnert with term to expire December 1, 2024.

33. UNFINISHED BUSINESS.

34. MISCELLANEOUS.

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

36. Council Bill 2022-293 (Hardinger)

A special ordinance authorizing the City Manager to execute an amendment to the Memorandum of Understanding between the City of Springfield, City Utilities of Springfield, Greene County, and the Missouri Department of Public Safety regarding the Missouri Statewide Interoperability Network Zone Four

partnership.

Documents:

[2022-293.PDF](#)

37. Council Bill 2022-294 (McClure)

A special ordinance authorizing the City Manager, or his designee, to accept grant funds in the amount of \$5,000 from the Musgrave Foundation, administered by the Community Foundation of the Ozarks, to help fund the 2022 Kindergarten Readiness Study conducted by the Mayor's Commission for Children in collaboration with Missouri State University.

Documents:

[2022-294.PDF](#)

38. CONSENT AGENDA – ONE READING BILLS.

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

40. Council Bill 2022-281 (Horton, McGull)

A special ordinance authorizing the City Manager, or his designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission to coordinate the construction and maintenance of improvements along Kearney Street.

Documents:

[2022-281.PDF](#)

41. BOARD CONFIRMATIONS.

Confirm the following appointment to the Mayor's Commission for Children: Thomas Masterson with term to expire November 29, 2025.

Confirm the following reappointments to the Mayor's Commission for Children: Amy Chenoweth, Michael White, and Gerald Lee with terms to expire on November 29, 2025.

Confirm the following appointment to the Board of Equalization: Dwight Marshall with term to expire April 1, 2026.

Confirm the following appointment to the Citizens Advisory Committee for Community Development: Dr. Earle Doman with term to expire May 1, 2023.

Confirm the following reappointments to the Citizens Advisory Committee for Community Development: Trish Hubbell and Brennan Pratt with terms to expire May 1, 2025.

Confirm the following appointment to the Landmarks Board: John Sellers with term to expire November 1, 2025.

Confirm the following reappointment to the Citizens' Tax Oversight Committee: Erin Gray with term to expire May 1, 2025.

Confirm recommends the following reappointments to the Landmarks Board: Erik Kiser and John Hawkins with terms to expire November 1, 2025.

Confirm the following appointment to the Personnel Board: Russell Rowe with term to expire March 1, 2024.

Confirm the following appointments to the Planning and Zoning Commission: Betty Ridge with term to expire January 1, 2026; Dan Scott with term to expire January 1, 2025.

Confirm the following appointment to the Public Building Corporation: Courtney Hayes with term to expire September 1, 2028.

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

42. END OF CONSENT AGENDA.

43. 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.

November 14, 2022
Springfield, Missouri

The City Council met in regular session on November 14, 2022, in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. Mayor McClure acknowledged the observance of Veterans Day and all that have served.

Roll Call

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

*Attended via videoconference

Minutes

The minutes of the October 17, 2022, City Council meeting and the November 1, 2022, Special City Council meeting were considered. Mayor Pro Tem Simpson moved to approve the minutes as presented. The motion was seconded by Councilman McGull and approved by the following vote: Ayes: Lear, Hardinger, Horton, McGull, Schilling, Simpson, Hosmer, and McClure. Nays: None. Absent: Ollis. Abstain: None.

Consent Agenda

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

The following item appeared on the agenda under Ceremonial Matters.

City Manager Report

Jason Gage, City Manager, noted the Planning and Development Department will begin a housing-needs assessment and conditions study by the end of the year. APD Urban Planning + Management has been selected to perform the study. This will be a data driven study which will be used to identify city-wide and neighborhood-focused housing priorities and provide policy alternatives and intervention strategies to guide the City in decision making for future housing needs. APD specializes in neighborhood planning/revitalization with an emphasis on housing. Their services are built around identifying existing strengths and assets and creating a vision and road map for improving the existing housing market and making permanent, high-quality housing achievable for residents.

Mr. Gage noted the City and City Utilities will host an event to kick off the Lake Springfield planning process. The event will be held on Thursday, November 17, 2022, at the Springfield Art Museum and will be livestreamed at LakeSGFPlan.com. The kickoff is the first in a series of community engagement opportunities to outline the community's vision for the Lake Springfield area, which was identified as a redevelopment opportunity area during the City's Forward SGF comprehensive planning process.

Mr. Gage noted the Environmental Services Department will celebrate America Recycles Day 2022 by offering customer appreciation giveaways at all three of the City's recycling drop-off locations. America Recycles Day, a program of Keep America Beautiful, is the only nationally-recognized day dedicated to promoting and celebrating recycling in the United States. Every year

on or around November 15 (America Recycles Day), local events are held throughout the country to celebrate and learn more about recycling programs.

Mr. Gage noted the renovation project for Cooper Park and Sports Complex at Lake Country Soccer began on November 3, 2022. Thanks to American Rescue Plan Act allocations on both the City and State levels, the City was able to reinvest in youth soccer, baseball, and softball facilities with a \$22 million phased renovation, starting with putting synthetic turf on the soccer fields. This will transform this facility and make Springfield competitive as a sporting destination. The City is grateful to City Council's American Rescue Plan Act (ARPA) Committee, as well as representatives in Jefferson City, Senator Lincoln Hough and Representative Craig Fishel, who worked to bring these one-time dollars to Springfield.

Mr. Gage noted Mayor McClure presented Sam Hamra with the Key to the City at a special ceremony October 31, 2022. Mr. Hamra is an attorney, and the founder and chairman of Hamra Enterprises, which owns and operates restaurants and various real estate projects in Missouri and across the country. Mr. Hamra was also the recipient of the Chamber of Commerce's Springfieldian of the Year award in 2018. Mr. Hamra is the fourth person to receive the Key to the City from Mayor McClure. Other recipients include Bill Darr, the late Dr. Robert Spence, and Johnny Morris.

Mr. Gage noted the Department of Public Information is hosting the Mayor's Tree Lighting and Holiday Show on Saturday, November 19, 2022. Each year, Mayor McClure is honored to kick off the holiday season by officially lighting the "Mayor's Tree" in Park Central Square. For more details of the event, visit sgffestivaloflights.com.

Mayor Pro Tem Simpson added there is an open house for the Chadwick Flyer Trail Project on Tuesday, November 15, 2022, at the Lake Springfield Boathouse.

Police Chief Report

Paul Williams, Police Chief, provided a brief update for the department. Chief Williams noted the third quarter crime report shows a 27% reduction overall.

Councilman McGull commended the Chief for the reduction in theft from motor vehicles. Chief Williams noted education and a focus on trending crimes has contributed to the reduction in crimes.

Councilman Hosmer asked how many additional arrests came from traffic stops for unregistered or expired registration vehicles. Chief Williams responded approximately five arrests were made for warrants and one arrest for DWI from the 295 traffic stops made.

Chief Williams noted there are 42 current vacancies in the department. He further noted there are 23 signed up to test for the next Police Academy class. The last 20 graduates are now completing their field training.

Chief Williams noted the last month average for municipal prisoners was 30.

Chief Williams noted three cadets graduated from the Cadet Program.

Councilman McGull asked the number of laterals currently signed up for testing. Chief Williams responded there are three currently signed up to test.

Councilman Schilling asked if anything is being done to mitigate traffic crashes at the intersection of Campbell and Grand. Dan Smith, Director of Public Works, responded a center median is being installed to reduce cross traffic.

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

**Edward Byrne
Memorial Justice
Assistance Grant**

Sponsor: Hosmer. Council Bill 2022-260

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.

Council Bill 2022-260. Special Ordinance 27772 was approved by the following vote: Ayes: Hardinger, Horton, McGull, Schilling, Simpson, Hosmer, Lear, and McClure. Nays: None. Absent: Ollis. Abstain: None.

**Springfield IDEA
Commons Tax
Increment
Financing Plan:
Second
Amendment**

Sponsor: Horton. Council Bill 2022-261

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.

Council Bill 2022-261. Special Ordinance 27773 was approved by the following vote: Ayes: Horton, McGull, Schilling, Simpson, Hosmer, Lear, Hardinger, and McClure. Nays: None. Absent: Ollis. Abstain: None.

**Amending the
Budget: Level
Property Tax-
Operating Fund:
Fire Station #7**

Sponsor: McGull. Council Bill 2022-262

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.

Council Bill 2022-262. Special Ordinance 27774 was approved by the following vote: Ayes: McGull, Schilling, Simpson, Hosmer, Lear, Hardinger, Horton, and McClure. Nays: None. Absent: Ollis. Abstain: None.

American Rescue Plan Act: revise funding for projects as recommended by the City Council ARPA Review Committee

Sponsor: Simpson, McGull, Lear, and Hardinger. Council Bill 2022-263

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.)

Mayor Pro Tem Simpson expressed his appreciation to area non-profit organizations.

Mayor McClure acknowledged the ARPA Review Committee for their work.

Council Bill 2022-263. Special Ordinance 27775 was approved by the following vote: Ayes: Schilling, Simpson, Hosmer, Lear, Hardinger, Horton, McGull, and McClure. Nays: None. Absent: Ollis. Abstain: None.

The following items appeared on the agenda under Resolutions.

Economic and Housing Clamity

Sponsor: Hardinger. Council Bill 2022-264

A resolution extending the declaration of an economic and housing access calamity for the purpose of continuing to allow service providers to provide food and lodging for the working poor and unemployed in the community; and providing a term for same.

Bob Atchley, Senior City Planner, provided a brief overview of the proposed. Mr. Atchley noted the resolution would re-establish the declaration of an economic and housing access calamity and allow churches and service providers to provide food and lodging for those in need.

Councilman Schilling asked the criteria for establishing this policy. Mr. Atchley responded the City has a poverty level of 21.7% which is higher than the State poverty level of 12.7%. An opportunity was given for citizens to express their views.

Michelle Garand, a representative of Community Partnership of the Ozarks, spoke in support of the proposed. Ms. Garand noted the proposed would allow shelters, including the year round Safe to Sleep shelter for women. The shelters are independently run, but follow parameters set forth. An average of 152 people were served. She noted no one seeking shelter was turned away last year.

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

Council Bill 2022-264. Resolution 10658 was approved by the following vote: Ayes: Simpson, Hosmer, Lear, Hardinger, Horton, McGull, Schilling, and McClure. Nays: None. Absent: Ollis. Abstain: None.

**Springfield
Municipal Court
Judge: David
Mercer**

Sponsor: McClure. Council Bill 2022-265

A resolution electing David Mercer as a Springfield Municipal Court Judge for a term of four years.

Jason Gage, City Manager, provided a brief overview of the proposed. Mr. Gage noted Municipal Court Judges are nominated by the City Manager and voted on by City Council according to City Code. He further noted his nomination is David Mercer for a four-year term to begin January 1, 2023. He added Mr. Mercer earned his doctorate from the University of Missouri School of Law and has most recently served as a federal public defender. Mr. Mercer is also an Eagle Scout. Mr. Gage expressed his belief Mr. Mercer is a high quality person who will do a good job.

Councilman McGull expressed his approval of the nomination.

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

Council Bill 2022-265. Resolution 10659 was approved by the following vote: Ayes: Hosmer, Lear, Hardinger, Horton, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: Ollis. Abstain: None.

**Minor
Neighborhood
Improvement
Program:
Brentwood**

Sponsor: Simpson. Council Bill 2022-266

A resolution approving the use of funds from the 1/4-Cent Capital Improvements Sales Tax Minor Neighborhood Improvement Program in the amount of \$834 to support the fabrication and installation of neighborhood identification signs for the Brentwood Neighborhood Association (Zone 4).

Randall Whitman, Principal City Planner, provided a brief overview of the proposed. Mr. Whitman noted the proposed would allow neighborhood identification signs to be installed in the area.

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

Council Bill 2022-266. Resolution 10660 was approved by the following vote: Ayes: Lear, Hardinger, Horton, McGull, Schilling, Simpson, Hosmer, and McClure. Nays: None. Absent: Ollis. Abstain: None.

**Intent to Annex:
354 West Buena
Vista Street**

Sponsor: Schilling. Council Bill 2022-267

A resolution declaring the intent of the City of Springfield to annex approximately 1.14 acres of private property and approximately 0.38 acres of public street right-of-way, generally located at 354 West Buena Vista Street, and referenced as Annexation A-4-2022, into the City. (Staff recommends approval.)

Susan Istenes, Director of Planning and Development, provided a brief overview of the proposed. Ms. Istenes noted the proposed would declare the intent for annexation of private

property and public street right-of-way at 354 West Buena Vista Street and has been requested by the owner.

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

Council Bill 2022-267. Resolution 10661 was approved by the following vote: Ayes: Lear, Hardinger, Horton, McGull, Schilling, Simpson, Hosmer, and McClure. Nays: None. Absent: Ollis. Abstain: None.

**Application for
Strengthening
Mobility and
Revolutionizing
Transportation
Grant**

Sponsor: Hosmer. Council Bill 2022-268

A resolution authorizing the City Manager, or his designee, to apply for a Strengthening Mobility and Revolutionizing Transportation federal grant of up to \$2,000,000 from the U.S. Department of Transportation to support the planning, development, implementation, and evaluation of an emergency vehicle traffic signal priority system prototype and improved traffic monitoring camera video sharing among the Transportation Management Center, Springfield Fire Department, and Springfield-Greene County 911 Emergency Communications.

Tom Dancey, Traffic Engineer, provided a brief overview of the proposed. Mr. Dancey noted the proposed would allow for application for a federal grant to support the planning, development, implementation, and evaluation of an emergency vehicle traffic signal priority system prototype and improved traffic monitoring. Stage 1 of the application would involve creating a prototype for the system. The Stage 2 grant would be applied for in a future funding year. The title of the department prototype is Synchronized Emergency Vehicle and Efficient Network Response. The proposed would allow synchronization of traffic signals and implement proactive video sharing.

Mayor McClure asked how competitive the grant is. Mr. Dancey responded it is a competitive grant, and the consultants the department is working with feel the department's prototype is solid.

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

Council Bill 2022-268. Resolution 10662 was approved by the following vote: Ayes: Hardinger, Horton, McGull, Schilling, Simpson, Hosmer, Lear, and McClure. Nays: None. Absent: Ollis. Abstain: None.

**Forward SGF
Comprehensive
Plan**

Sponsor: Lear. Council Bill 2022-269. Consideration of this bill is contingent on the Planning and Zoning Commission's adoption of the Comprehensive Plan prior to the City Council meeting.

A resolution adopting the Forward SGF Comprehensive Plan as the comprehensive plan for the City of Springfield, Missouri. (Planning and Zoning Commission and staff recommend approval.)

Anita Cotter, City Clerk, noted the Comprehensive Plan was adopted by the Planning and Zoning Commission earlier in the evening and a copy was provided to City Council.

Randall Whitman, Principal City Planner, provided a brief overview of the proposed. Mr. Whitman noted the Comprehensive Plan effort began in 2016. Input was collected from over 10,000 participants, and the department received an award for their efforts. Mr. Whitman further noted the complete overview can be found at www.forwardsgf.com. If adopted, the full version can be found at the same website. The document outlines the background of Springfield and what kind of city Springfield could be in the future. The plan outlines steps that will be taken to reach the desired outcome for the city. Mr. Whitman noted some of the Top 10 Forward SGF initiatives as updating the City's zoning code, RestoreSGF, initiating a place-based approach to land use planning, closing gaps in the trail network, initiating annexation along the City's perimeter, and targeting improvements along commercial corridors. Mr. Whitman gave a brief example of current implementation of the ongoing work of ForwardSGF. Mr. Whitman expressed his appreciation for those that worked on the plan.

Mr. Gage expressed his appreciation to all involved and noted the emphasis of the plan on quality of place. He further noted quality of place is necessary to draw talent to the community. Mr. Gage noted to be successful, the community needs the plan, commitment to the plan, pride in the community, and public and private investment.

Tim Rosenbury, Director of Quality of Place Initiatives, spoke about the quality of place. He noted quality of place is one of the five City Council priorities. He further noted quality of place emphasizes community physical image, quality of arts, culture, and historic preservation, and health and well-being.

Mayor McClure expressed his appreciation to all who worked on the plan.

An opportunity was given for citizens to express their views.

Tom Prater, chairman of the Citizens Advisory Committee, spoke in support of the proposed. Dr. Prater noted the public support of the plan. He thanked City staff for providing the necessary information to go forward. Mayor McClure thanked Dr. Prater for his work.

Laurel Bryant spoke in support of the proposed. Ms. Bryant expressed her appreciation for the work of all of those involved. She expressed excitement for the process going forward.

Louise Wienckowski, a representative of the Sierra Club's White River Group, spoke in support of the proposed. Ms. Wienckowski expressed appreciation to City staff, and all others involved for their work. She expressed appreciation that energy efficient methods and natural resources are included in the plan. Ms. Wienckowski expressed her belief Springfield needs a net zero plan.

Don Underwood spoke in support of the proposed. Mr. Underwood expressed his appreciation for the plan and emphasized the need for climate change protocols.

Becky Volz spoke in support of the proposed. Ms. Volz noted her focus is on neighborhoods and expressed her support for the plan.

Peter Radecki spoke in support of the proposed. Mr. Radecki expressed his appreciation for the City staff members who worked on the proposed. He expressed his belief it will be easy to note

movement on the plan by noting recommendations that have been completed. He expressed his belief it is important for motivation to continue.

Susie Turner spoke in support of the proposed. Ms. Turner, a member of the Forward SGF Advisory Committee, thanked City Council for the opportunity to serve. Ms. Turner expressed her belief the plan will allow the community to have a robust identity with places of interest and attractions.

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

Mayor Pro Tem Simpson expressed his belief this is a historic day for Springfield that could have positive effects for the City in the future. He expressed his thanks to City staff and all other individuals who worked on the plan. He noted the importance of taking a proactive approach to shape the City in a positive manner.

Councilwoman Horton expressed her belief Zone 1 was included in the plan and feels all zones have been included with corridor enhancements. Ms. Horton expressed her belief the plan is actionable and thanked all those who put in the work.

Councilman Lear noted the hard work and length of time taken to come up with a plan. He expressed his belief it is important to execute the plan and thanked all individuals for their work on the plan.

Council Bill 2022-269. Resolution 10663 was approved by the following vote: Ayes: Horton, McGull, Schilling, Simpson, Hosmer, Lear, Hardinger, and McClure. Nays: None. Absent: Ollis. Abstain: None.

**Economic
Development
ARPA Community
Revitalization
Grant Application:
Renew Jordan
Creek**

Sponsor: Schilling. Council Bill 2022-270

A resolution authorizing the City Manager, or his designee, to apply for up to \$3.7 million in funds from the State of Missouri Department of Economic Development American Rescue Plan Act Community Revitalization Grant Program, with such funds to be used for the Renew Jordan Creek Project efforts of developing public amenities from Boonville Avenue to Main Avenue.

Amanda Ohlensehlen, Director of Economic Vitality, provided a brief overview of the proposed. Ms. Ohlensehlen noted the proposed would allow the department to apply for a grant to be used for the Renew Jordan Creek Project to develop public amenities from Boonville to Main Avenue. The total amount to be applied for is up to \$3.7 million.

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

Council Bill 2022-270. Resolution 10664 was approved by the following vote: Ayes: McGull, Schilling, Simpson, Hosmer, Lear, Hardinger, Horton, and McClure. Nays: None. Absent: Ollis. Abstain: None.

**Missouri
Economic
Development
ARPA Local
Tourism Asset
Development
Grant Application:
Art Museum**

Sponsor: Simpson. Council Bill 2022-271

A resolution authorizing the City Manager, or his designee, to apply for up to \$3.5 million in funds from the State of Missouri Department of Economic Development American Rescue Plan Act Local Tourism Asset Development Grant Program, with such funds to be used for Phase II construction of the Springfield Art Museum renovation and expansion.

Nick Nelson, Art Museum Director, provided a brief overview of the proposed. Mr. Nelson noted the proposed would allow the application for funds from the State of Missouri Department of Economic Development American Rescue Plan Act Local Tourism Asset Development Grant Program to be used for the Art Museum expansion. Mr. Nelson noted the number of visitors coming to the area as cultural tourists.

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

Council Bill 2022-271. Resolution 10665 was approved by the following vote: Ayes: Schilling, Simpson, Hosmer, Lear, Hardinger, Horton, McGull, and McClure. Nays: None. Absent: Ollis. Abstain: None.

**2023 Legislative
Priorities**

Sponsor: McClure. Council Bill 2022-272

A resolution adopting the City of Springfield's Legislative Priorities for 2023.

Jason Gage, City Manager, provided a brief overview of the proposed. Mr. Gage reviewed the Legislative General Priorities. The first Legislative General Priority requests legislation with statewide impact not be used to address localized concerns and for the City to retain local control. Other Legislative General Priorities include avoiding unfunded mandates, and promotion of public safety, economic vitality, and quality of place.

Mr. Gage reviewed the Legislative Specific Priorities. He noted Springfield opposes legislation that would move municipal elections from April to Fall or introduce partisanship into municipal elections. The City of Springfield is asking for a cap that will limit refinancing and cap the amount of interest that can be charged for payday loans. Other Legislative Specific Priorities include the addition of a Land Bank which allows for betterment of neighborhoods, an accelerated abatement process for chronic property nuisances, municipal court issues, State support for community mental health services, and an amendment to House Bill 1662 regarding home-based work and home-based business to allow for application of reasonable zoning regulations.

Mayor McClure acknowledged the changes requested from the City Council lunch meeting were included in the proposed.

Councilman Hosmer expressed his support for the proposed. He acknowledged the benefit of being given tools to use to help combat gun violence in the City, increasing mental health services, and combating practices used by payday loan agencies.

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

Council Bill 2022-272. Resolution 10666 was approved by the following vote: Ayes: Simpson, Hosmer, Lear, Hardinger, Horton, McGull, Schilling, and McClure. Nays: None. Absent: Ollis. Abstain: None.

EMERGENCY BILLS.

PUBLIC IMPROVEMENTS.

The following items appeared on the agenda under Grants.

SGF Yields

Sponsor: Hardinger. Council Bill 2022-273

A special ordinance authorizing the City Manager, or his designee, to accept grant funds in the amount of \$5,000 from a Show Me Zero Grant through the Missouri Highways and Transportation Commission to support the City's current pedestrian safety education program known as SGF Yields and enter into a Show Me Zero Program Agreement; amending the budget of the Department of Public Works for Fiscal Year 2022-2023 in the amount of \$5,000 upon award of the grant; and declaring that this bill qualifies as a one-reading bill.

Dan Smith, Director of Public Works, provided a brief overview of the proposed. Mr. Smith noted the proposed would allow grant funds to be accepted and used to improve pedestrian safety through education.

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

Council Bill 2022-273. Special Ordinance 27776 was approved by the following vote: Ayes: Hosmer, Lear, Hardinger, Horton, McGull, Schilling, Simpson, and McClure. Nays: None. Absent: Ollis. Abstain: None.

AMENDED BILLS.

The following items appeared on the agenda under Public Hearing.

Amending Springfield Land Development Code: Rezoning 2000 West Thoman Street

Sponsor: Horton. Council Bill 2022-274

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.5 acre of property generally located at 2000 West Thoman Street from HM, Heavy Manufacturing District, to R-SF, Residential Single-Family District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)

Susan Istenes, Director of Planning and Development, provided a brief overview of the proposed. Ms. Istenes noted the request came from the property owner and would change the

zoning from Heavy Manufacturing to Residential Single-Family as the original zoning of Heavy Manufacturing is thought to be an error.

Mayor Pro Tem Simpson asked if the bulk error would best be remedied by rezoning the entire area in question. Ms. Istenes responded the property owner would like to bring their entire property under one zoning. Ms. Istenes noted the entire area can be looked at.

Councilman McGull noted his experience with an area similar and asked the issue be looked into.

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

**Grant Avenue
Parkway
Redevelopment
Plan**

Sponsor: Schilling. Council Bill 2022-275

A special ordinance approving a redevelopment plan for the Grant Avenue Parkway Redevelopment Area, which is generally bounded by West Olive Street to the north, West Catalpa Street to the south, South Campbell Avenue to the east, and South Douglas Avenue to the west; and declaring the Grant Avenue Parkway Redevelopment Area to be blighted and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare. (The Land Clearance for Redevelopment Authority, Planning and Zoning Commission, and Staff recommend approval.)

Amanda Ohlensehlen, Director of Economic Vitality, provided a brief overview of the proposed. Ms. Ohlensehlen noted the proposed would approve the redevelopment plan for the Grant Avenue Parkway Redevelopment Area by declaring the area to be blighted and its redevelopment necessary. A blight study was conducted by Peckham, Guyton Albers & Viets, Inc. (PGAV) and an area plan was completed.

Adam Jones, a representative from PGAV, noted the goals are a continuation of the community-led process, to lift up the neighborhood, to prevent displacement, and to be flexible in the implementation of the GAP Plan and ForwardSGF. He further noted the tasks included a qualifications analysis (blight study), a redevelopment plan which describes the objectives for the area, and education to inform the community. The community wanted opportunities for small-scale entrepreneurs, to discourage displacement, and activity centers. He noted the plan objectives were to improve housing without displacing long-term residents, use tax abatement in creative ways to keep rents affordable, facilitate private development, and provide housing rehabilitation financial assistance for existing residents and local developers/entrepreneurs.

Councilman Hosmer asked how the plan will encourage individuals to remain in their homes. Mr. Jones noted through the property tax abatement and areas of Kansas City have used this method. Councilman Hosmer asked how abatements will keep rents low. Mr. Jones responded when property taxes do not rise through Consumer Price Index (CPI), then rents typically remain stable. He noted 699 properties were studied.

Councilman Schilling asked if information on nuisance properties was included in the report. Mr. Jones responded crime statistics and nuisance property data was considered.

Councilwoman Horton asked the ratio of homeowners to renters. Mr. Jones responded he does not have that number and most owner-occupied units are west of the corridor.

An opportunity was given for citizens to express their views.

Keith Ray Mackie spoke in support of the proposed. Mr. Mackie noted he is generally in support of the area being designated as blighted and expressed his belief the rental rate is high in the area. He expressed his concern for the rise in rents that may occur as much of the area is economically challenged. He asked if community outreach can be done to educate the neighborhood on tax abatements.

Councilman McGull expressed his belief this is a good plan. He noted the area needs economic revitalization. Mr. Mackie responded the quality of place should also include existing members of the neighborhood.

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

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

**Springfield City
Code: Chapter 98:
Encroachments**

Sponsor: Lear. Council Bill 2022-277

A general ordinance amending the Springfield City Code, Chapter 98, 'Streets, Sidewalks and Public Places,' Article VII, 'Encroachments on City Property,' to allow for administrative approval of certain encroachments placed or installed by community improvement districts in areas not adjacent to property owned or leased by said districts.

Dan Smith, Director of Public Works, provided a brief overview of the proposed. Mr. Smith noted encroachments are currently allowed for items directly abutting property owned by the applicant. The proposed would all Community Improvement Districts (CID) to apply for encroachment permits in the area.

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

**Cost Share
Agreement for
Roadway
Improvements:
LeCompte Road**

Sponsor: McGull. Council Bill 2022-278

A special ordinance authorizing the City Manager, or his designee, to enter into a Cost Share Agreement for Roadway Improvements, with the Erlen Group, to coordinate participation in the cost of improvements on LeCompte Road from its intersection with Division Street north to the BNSF Railroad tracks; and approving a budget adjustment to amend the Fiscal Year 2022-2023 budget for the Department of Public Works in the amount of \$1,256,010 and to accept payment for the Erlen Group's share of the project.

Dan Smith, Director of Public Works, provided a brief overview of the proposed. Mr. Smith noted the proposed would allow the City to enter into a cost share agreement for improvements on LeCompte Road from Division Street to the BNSF Railroad tracks. The agreement would be with the Erlen Group.

An opportunity was given for citizens to express their views.

John Griesemer, President/CEO of the Erlen Group, spoke in support of the proposed. Mr. Griesemer thanked City Council and City staff for their work.

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

Anita Cotter, City Clerk, noted Council Bill 2022-279 would have a sponsorship change from Ollis to members of the Finance and Administration Committee, which include Lear, Hardinger, Schilling, and Simpson.

**Amending City
Code: Pension
Board : Pension**

Sponsor: Lear, Hardinger, Schilling, Simpson. Council Bill 2022-279

A general ordinance amending the Springfield City Code, Chapter 2, "Administration," Article VI, "Finances," Division 4, "Police Officers' and Fire 'Fighters' Retirement System," Section 2-444, "Board of trustees established; membership; election of members," to revise the residential requirements for Pension Board candidates and to revise the procedures for filling vacant elected voting positions; and amending Sections 2-473, "Non-duty disability pension," and 2-474, "Duty disability pension," to remove the workers' compensation offset.

Lance Roskens, Assistant City Attorney, provided a brief overview of the proposed. Mr. Roskens noted the proposed would allow changes to the Police and Fire Pension plan as recommended by the Police and Fire Pension Board. The changes would include a revision to residential requirements for Pension Board candidates and a revision to procedures for filling vacant elected voting positions. The changes would also amend two code sections to remove the workers' compensation offset.

He noted there are five specialist positions on the Police and Fire Pension Board. A change in residency requirements would allow applicants who live in other counties to apply, with a preference for Greene County residents.

Mr. Roskens noted a change to the voting positions would allow the non-voting member to automatically move into the voting-member position, and a special election then be held for the non-voting member position, if a voting-member position were to be vacated.

Mr. Roskens noted the proposed would allow the workers' compensation offset to be removed for new disability pensions.

Mayor McClure expressed his belief it is difficult to imagine applicants for the Police and Fire Pension Board could not be found within Springfield or Greene County. Mr. Roskens noted it has been relayed to him there have been difficulties in the past.

Councilman Lear, the City Council liaison for the Board, noted he has heard of the difficulties, and there is the additional language to add preference to applicants in Springfield or Greene County.

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

**CUP 469: 600
South Glenstone**

Sponsor: McGull. Council Bill 2022-280

A special ordinance granting Conditional Use Permit No. 469 for the purpose of permitting an automobile washing business as a conditional use within the GR – General Retail District, generally located at 600 South Glenstone Avenue. (Staff and Planning and Zoning Commission both recommend approval.)

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 to allow an automobile washing business on the southeast corner of Cherry and Glenstone. She further noted the land is currently vacant and surrounding land uses are commercial with residential to the east.

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

**CUP 470: 404, 420,
and 424 East
Sunshine**

Sponsor: Simpson. Council Bill 2022-276 (Bill was inadvertently placed under Public Hearing and has been moved to First Reading Bills.)

A special ordinance granting Conditional Use Permit No. 470 for the purpose of permitting an eating and drinking establishment use group, including drive-in, pick-up window, or drive-thru facilities, as a conditional use within the LB – Limited Business District, with Conditional Overlay District No. 207, generally located at 404, 420, and 424 East Sunshine Street. (Planning and Zoning Commission recommends denial and staff recommends approval.)

Susan Istenes, Director of Planning and Development, provided a brief overview of the proposed. Ms. Istenes noted the proposed would approve a conditional use permit to allow an eating and drinking establishment with a drive through in the limited business zoning district. The business would be a drive-through coffee shop. She further noted the drive-through component was previously denied by City Council, and the Limited Business District was previously approved by City Council. The motion to approve failed 5-1 at the Planning and Zoning Commission on October 6, 2022.

Ms. Istenes noted the major differences made since the original request. The applicant restricted the hours of operation by one hour, outdoor speakers are directed away from residential properties, the dumpster has been relocated, and a pedestrian walkway and outdoor seating has been added.

Mayor Pro Tem Simpson asked if there was any discussion of adding a median on Jefferson to prevent left turns and enhance traffic safety. Ms. Istenes responded there was not.

Councilman McGull asked the distance between the intersection of Jefferson and Sunshine and the entry. Chad Zickefoose, Professional Engineer, responded approximately 150 feet which accommodates seven cars.

An opportunity was given for citizens to express their views.

Anita Cotter, City Clerk, noted each speaker will be allotted three minutes as there are eleven speakers.

Royce Reding spoke in support of the proposed. Mr. Reding noted he is the developer and the owner of the property. Mr. Reding expressed his belief the proposed meets the criteria of the Comprehensive Plan. Mr. Reding noted changes have been made in response to input from neighbors. He further noted the project will be a single phase, and sidewalks will be added for walkability.

Councilman Schilling asked why speakers are necessary. Mr. Reding responded music is played as people wait, and the speakers project toward Sunshine.

Mayor McClure asked if there are currently sidewalks on Roanoke Street. Mr. Reding responded there are not.

Mayor Pro Tem Simpson asked if there will be a walk-up window for customers. Mr. Reding answered affirmatively. Mayor Pro Tem Simpson asked who would be required to pay for traffic remediation if needed. Mr. Zickefoose responded a traffic impact study was not required for the project. He noted the intersection was analyzed, and it was determined there is more than enough capacity to handle the increased traffic.

Councilman McGull asked if access to Sunshine Street was considered. Mr. Zickefoose responded one of the requirements was that access to Sunshine Street not be permitted. He noted access to Sunshine Street could be considered if the developer chose to do a full impact traffic study. The developer did not choose this option.

Councilman Hosmer asked if there is a different requirement for a traffic study if the business is a drive-through versus a business without a drive-through. Mr. Zickefoose responded there is no difference.

William Cooper spoke in opposition to the proposed. Mr. Cooper expressed his belief the business target is for traffic on Sunshine Street and not the members of the neighborhood. He noted the business model is not a small scale neighborhood business. He further noted Roanoke is a small city street. He expressed his belief the business will not improve the neighborhood. Mr. Cooper asked City Council to deny the proposed.

Art Peine spoke in opposition to the proposed. Mr. Peine expressed his opinion the development will not make the neighborhood better. Mr. Peine suggested that the developer improve the existing homes on the site to improve the neighborhood. He asked City Council to deny the proposed.

Jacob Ruter spoke in support of the proposed. Mr. Ruter noted he is the Executive Director of the Springfield Council of Better Business. Mr. Ruter noted they are in support of the proposed as concessions have been made by the developer in response to neighborhood input.

Shanna Boyle spoke in opposition to the proposed. Ms. Boyle expressed her belief a limited business use without a drive-through would better benefit the neighborhood.

Steven Ehasz spoke in support of the proposed. Mr. Ehasz noted the developer has made concessions to improve the plan and expressed his belief to deny the proposed would send the wrong message to developers. He noted the church across the street supports the proposed.

Juliane Schulze spoke in opposition to the proposed. Ms. Schulze noted she is diagonally across from the proposed. Ms. Schulze noted limited business is supposed to comply with the Comprehensive Plan. Ms. Schulze expressed her belief the proposed does not attract pedestrians and does not meet the Comprehensive Plan's requirement for neighborhood enhancement, as the neighborhood is not the target customer.

Bruce Adib-Yazdi spoke in opposition to the proposed. Mr. Adib-Yazdi noted he does agree with the limited business use but is opposed to the conditional use permit. He expressed his belief the proposed creates a traffic problem. He expressed his opinion the proposed does not create a higher quality of place for the neighborhood. Mr. Adib-Yazdi encouraged City Council to listen to the last seven minutes of the Planning and Zoning Commission's closing comments.

Cody Hicks spoke in opposition to the proposed. Mr. Hicks noted he lives next door to the proposed. He noted Roanoke is a small neighborhood street with small single driveways. He expressed his belief the traffic that exits onto Roanoke Street will create a negative issue for neighbors. Mr. Hicks expressed his belief the proposed will not benefit the neighborhood.

Chris Wynn, a civil engineer with CJW Consultants, spoke in support of the proposed. Mr. Wynn noted the traffic flow shows approximately five cars per hour on average with the maximum number of cars being seventeen, which did not occur at peak traffic hours. Mr. Wynn expressed his belief a drive-through is necessary to the business.

Annette Hollon provided comments online in opposition to the proposed. Ms. Hollon expressed her concern the proposal creates a safety hazard for families and students at Sunshine Elementary.

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

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

Josephine Grace addressed City Council. Ms. Grace expressed her belief Springfield Weapons ordinance section 78-257 should be amended to outlaw Directed Energy Weapons (DEW). Ms. Grace expressed her opinion individuals are targeted and denied their rights.

Councilman Schilling asked what a DEW is and how people acquire them. Ms. Grace responded a directed energy weapon is a neuroweapon and is streamed energy which can be easily acquired.

Freda Dooley addressed City Council in support of mini pigs as pets. Ms. Dooley expressed her belief that mini pigs should be allowed as pets. She noted mini pigs are used as therapy animals and pets. Ms. Dooley noted a mini pig is approximately the size of a Cocker Spaniel or English Bulldog. Ms. Dooley further noted mini pigs eat specific feed and can be walked on a leash and potty trained. Ms. Dooley asked City Council to amend code to allow mini pigs as pets.

Kimberly Chronister, founder of the American Mini Pig Association, addressed City Council in support of mini pigs as pets. Ms. Chronister noted other Missouri cities allow mini pigs as pets.

Neil Brady addressed City Council. Mr. Brady expressed he supports development and growth in the community. He expressed his disapproval of the recent election for Galloway. Mr. Brady expressed his belief the Charter creates risk and uncertainty for developers. He is open to a resolution. Mr. Brady expressed his opinion there is too much growing tension between developers and neighbors. He would like to see improvement in the process.

The following item appeared on the agenda under New Business.

The Mayor recommends the following appointment to the Mayor's Commission for Children: Thomas Masterson with term to expire November 29, 2025.

The Mayor recommends the following reappointments to the Mayor's Commission for Children: Amy Chenoweth, Michael White, and Gerald Lee with terms to expire on November 29, 2025.

The Public Involvement Committee recommends the following appointment to the Board of Equalization: Dwight Marshall with term to expire April 1, 2026.

The Public Involvement Committee recommends the following appointment to the Citizens Advisory Committee for Community Development: Dr. Earle Doman with term to expire May 1, 2023.

The Public Involvement Committee recommends the following reappointments to the Citizens Advisory Committee for Community Development: Trish Hubbell and Brennan Pratt with terms to expire May 1, 2025.

The Public Involvement Committee recommends the following appointment to the Landmarks Board: John Sellers with term to expire November 1, 2025.

The Public Involvement Committee recommends the following reappointment to the Citizens' Tax Oversight Committee: Erin Gray with term to expire May 1, 2025.

The Public Involvement Committee recommends the following reappointments to the Landmarks Board: Erik Kiser and John Hawkins with terms to expire November 1, 2025.

The Public Involvement Committee recommends the following appointment to the Personnel Board: Russell Rowe with term to expire March 1, 2024.

The Public Involvement Committee recommends the following appointments to the Planning and Zoning Commission: Betty Ridge with term to expire January 1, 2026; Dan Scott with term to expire January 1, 2025.

The Public Involvement Committee recommends the following appointment to the Public Building Corporation: Courtney Hayes with term to expire September 1, 2028.

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

UNFINISHED BUSINESS.

MISCELLANEOUS.

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

**Municipal
Agreement:
Kearney Street**

Sponsor: Horton, McGull. Council Bill 2022-281

A special ordinance authorizing the City Manager, or his designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission to coordinate the construction and maintenance of improvements along Kearney Street.

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

**Ridge at Ward
Branch CID:
Appointments**

Sponsor: Hosmer. Council Bill 2022-282

A resolution confirming the appointment of Thomas Jennings Conyers, Dan Coryell, and Derek Smith to the Ridge at Ward Branch Community Improvement District Board of Directors. (Staff recommends approval).

Council Bill 2022-282. Resolution 10667 was approved by the following vote: Ayes: Lear, Hardinger, Horton, McGull, Schilling, Simpson, Hosmer, and McClure. Nays: None. Absent: Ollis. Abstain: None.

CONSENT AGENDA – SECOND READING BILLS.

BOARD CONFIRMATIONS.

END OF CONSENT AGENDA.

Motion to Adjourn

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

Anita J. Cotter, CMC/MRCC
City Clerk

Prepared by
Michelle Brown

One-rdg. X
P. Hmgs.
Pgs. 3
Filed: 11-22-22

Sponsored by: City Council

COUNCIL BILL 2022- 283 RESOLUTION

A RESOLUTION

1 Recognizing and honoring the life of former Mayor N. L. “Mac” McCartney for his
2 exemplary service as Mayor and as a member of the Springfield City
3 Council and his service to the community as a volunteer and
4 businessman.
5
6

7 WHEREAS, N. L. “Mac” McCartney served on City Council from 1987 to 1993,
8 representing Zone 2, and as Mayor from 1993 to 1995; and
9

10 WHEREAS, born in Jameson, Missouri, he attended the University of Missouri
11 and the University of Nebraska, attained his Bachelor of Science degree from the
12 University of Maryland, his Master of Business Administration from Syracuse University,
13 and Master of Public Administration from George Washington University, and he was
14 also an Instructor of Business Management at Missouri State University; and
15

16 WHEREAS, Mayor McCartney served his country for thirty years - in World War
17 II, Korea, and Vietnam - retiring in 1972 as a United States Army Colonel; and
18

19 WHEREAS, he was awarded the Combat Infantry Badge with Star, two Legions
20 of Merit, seven Bronze Star medals, three Purple Hearts, and the French and Greek
21 Legions of Honor; and
22

23 WHEREAS, Mayor McCartney spent more than 50 years as a Springfield
24 businessman and community volunteer, where he served as president of the Southeast
25 Rotary Club and district governor of Rotary International; and
26

27 WHEREAS, he was chairman of the Board of Directors of ARC Foundation, City
28 Utilities, American Red Cross, Boys and Girls Town of Missouri, Visiting Nurse
29 Association and Foundation, and Wilson’s Creek National Battlefield Foundation; and
30

31 WHEREAS, Mayor McCartney served as a board member of American Public
32 Power Association, Missouri Municipal League, and Springfield Chamber of Commerce,
33 among others; and

34
35 WHEREAS, on November 20, 2022, the City of Springfield was notified of the
36 passing of our friend and colleague, Mac McCartney.
37

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

41 Section 1 – The City Council of Springfield, Missouri, hereby honors the life of
42 N. L. “Mac” McCartney, recognizing his deep commitment to public service, and offers
43 our deepest condolences to his family.
44

45 Section 2 - This Resolution shall be in effect immediately upon adoption.
46

47 Passed at meeting: _____
48
49

50 _____
51 Mayor
52

53 Attest: _____, City Clerk
54
55

56 Filed as Resolution _____
57

58 Approved as to form: Rhonda Lewsader, City Attorney
59
60

61 Approved for Council action: Juan A. Hays, City Manager
62

EXPLANATION TO COUNCIL BILL 2022-283

FILED: 11-22-22

ORIGINATING DEPARTMENT: City Council

PURPOSE: To recognize and honor the life of former Mayor N. L. "Mac" McCartney for his exemplary service as Mayor and as a member of the Springfield City Council and his service to the community as a volunteer and businessman.

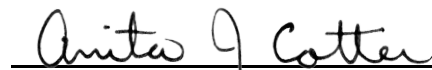
BACKGROUND INFORMATION: Mayor McCartney served on City Council from 1987 to 1993, representing Zone 2, and as Mayor from 1993 to 1995. Born in Jameson, Missouri, he attended the University of Missouri and the University of Nebraska and attained his Bachelor of Science from the University of Maryland, his Master's in Business Administration from Syracuse University, and a Master's in Public Administration from George Washington University. He was also an Instructor of Business Management at Missouri State University.

Mayor McCartney served his country for thirty years - in World War II, Korea, and Vietnam - retiring in 1972 as a United States Army Colonel. He was awarded the Combat Infantry Badge with Star, two Legions of Merit, seven Bronze Star medals, three Purple Hearts, and the French and Greek Legions of Honor.

Mayor McCartney spent more than 50 years as a Springfield businessman and community volunteer, where he served as president of the Southeast Rotary Club and district governor of Rotary International. Mayor McCartney served as a board member of the American Public Power Association, Missouri Municipal League, and Springfield Chamber of Commerce, among others.

On November 20, 2022, the City of Springfield was notified of the passing of our friend and colleague, Mac McCartney.

Submitted by:



Anita Cotter, City Clerk

One-rdg. _____
P. Hrings. X
Pgs. 16
Filed: 11-08-22

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 274

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 0.5 acre of property generally located at 2000 West Thoman Street
4 from HM, Heavy Manufacturing District, to R-SF, Residential
5 Single-Family District; and adopting an updated Official Zoning
6 Map. (Staff and Planning and Zoning Commission recommend
7 approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 2000 West Thoman Street from HM, Heavy Manufacturing District,
12 to R-SF, Residential Single-Family District; and
13

14 WHEREAS, following proper notice, the Planning and Zoning Commission held a
15 public hearing on October 6, 2022, a copy of the Record of Proceedings from said
16 public hearing being attached hereto and incorporated herein by this reference as
17 "Exhibit B," and said Commission made its recommendation; and
18

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

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

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

29 Section 1 – The property described in "Exhibit A," which is attached hereto and
30 incorporated herein by this reference, is hereby rezoned from HM, Heavy Manufacturing
31 District, to R-SF, Residential Single-Family District. Springfield Land Development
32 Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby
33 amended, changed, and modified consistent with this Ordinance.

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

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

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

46
47 Passed at meeting: _____

48
49 _____
50 Mayor

51
52 Attest: _____, City Clerk

53
54 Filed as Ordinance: _____

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

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

EXPLANATION TO COUNCIL BILL 2022 -274

FILED: 11-08-22

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 0.5 acre of property generally located at 2000 West Thoman Street from HM, Heavy Manufacturing District to R-SF, Residential Single-Family District. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-21-2022

The applicant is proposing to rezone approximately 0.5 acre of property generally located at 2000 W. Thoman Street from HM, Heavy Manufacturing District to R-SF, Residential Single-Family District. The intent of this rezoning application is to allow for the continued single-family residential use which was mistakenly left as Heavy Manufacturing during the 1995 Citywide remapping process.

REMARKS:

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

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

FINDINGS FOR STAFF RECOMMENDATION:

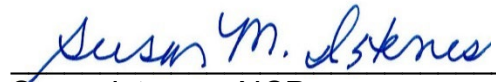
1. The *Growth Management and Land Use Plan* designates this area as appropriate for low-density housing. The R-SF district is listed as the appropriate zoning district for the land use category.
2. There has been minimal change in the conditions in the area affected by the proposed rezoning.
3. The requested R-SF zoning is consistent with the existing residential zoning in this area. This application will bring this residential property under one zoning.
4. The subject property has existing City Utilities and public sewer to serve the property.

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. The proposed zoning will correct an error in the application of this article and will provide a viable use of the property subject to the provisions of the zoning district. The intent of this rezoning application is to allow for the continued single-family residential use which was mistakenly left as Heavy Manufacturing during the 1995 Citywide remapping. This application will bring this residential property under one consistent residential zoning district.
7. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

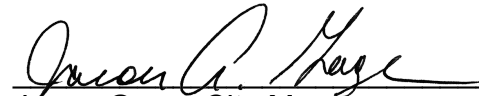
Submitted by:


Daniel Neal, Senior Planner

Recommended by:


Susan Istenes, AICP
Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, 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-21-2022

LOT 136, W. V. HAMELS ADDITION, SPRINGFIELD, GREENE COUNTY, MISSOURI.

EXHIBIT B

RECORD OF PROCEEDINGS
Planning and Zoning Commission – October 6, 2022

Z-21-2022

2000 West Thoman Street

Applicant: City of Springfield

Mr. Hosmer states that this is a request to rezone approximately 0.5 acre of property generally located at 2000 West Thoman Street from HM, Heavy Manufacturing District (corrected from GM, General Manufacturing as stated in presentation) to R-SF, Residential Single-Family District. The Comprehensive Plan identifies this area as appropriate for Low Density Housing, however the area has been zoned GM since 1995. This would allow for the continued single-family residential use which was mistakenly left as Heavy Manufacturing during the 1995 Citywide remapping. The Transportation Plan classifies Thoman as a local roadway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area and stormwater detention is required. The requested rezoning to R-SF, Single-Family Residential will allow the existing residential to use to the east to be conforming. This will also bring the residential property under one consistent residential zoning district. 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. Jobe opened the public hearing.

Ms. Debbie Greek, 2000 W. Thoman, is the property owner and been there for 35 years and this has been before City Council in 1994/1995 and went over the history of the property.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Z-21-2022 (2000 West Thoman Street). Mr. Pauly seconded the motion. Ayes: Jobe, Colony, Pauly, Knuckles, Broekhoven, and Lebeck. Nays: None. Abstain: None. Absent: Doennig.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	October 6, 2022
CITY COUNCIL PUBLIC HEARING:	November 14, 2022
	CASE: Z-21-2022
	ACRES: Approximately 0.5 acre
	LOCATION: 2000 W. Thoman Street
	EXISTING LAND USE: Single-family residential uses
	APPLICANT: City of Springfield
	STAFF: Daniel Neal, Senior Planner 417-864-1036
	STAFF RECOMMENDATIONS: Approve
	PROPOSED MOTION: Move to recommend approval as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

Request to rezone of approximately 0.5 acre of property generally located at 2000 West Thoman Street from HM, Heavy Manufacturing District to R-SF, Residential Single-Family District.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management and Land Use Plan* designates this area as appropriate for low-density housing. The R-SF district is listed as the appropriate zoning district for the land use category.
2. There has been minimal change in the conditions in the area affected by the proposed rezoning.
3. The requested R-SF zoning is consistent with the existing residential zoning in this area. This application will bring this residential property under one zoning.
4. The subject property has existing City Utilities and public sewer to serve the property.
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. The proposed zoning will correct an error in the application of this article and will provide a viable use of the property subject to the provisions of the zoning district. The intent of this rezoning application is to allow for the continued single-family residential use which was mistakenly left as Heavy Manufacturing during the 1995 Citywide remapping. This application will bring this residential property under one consistent residential zoning district.
7. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

Development Review Staff Report



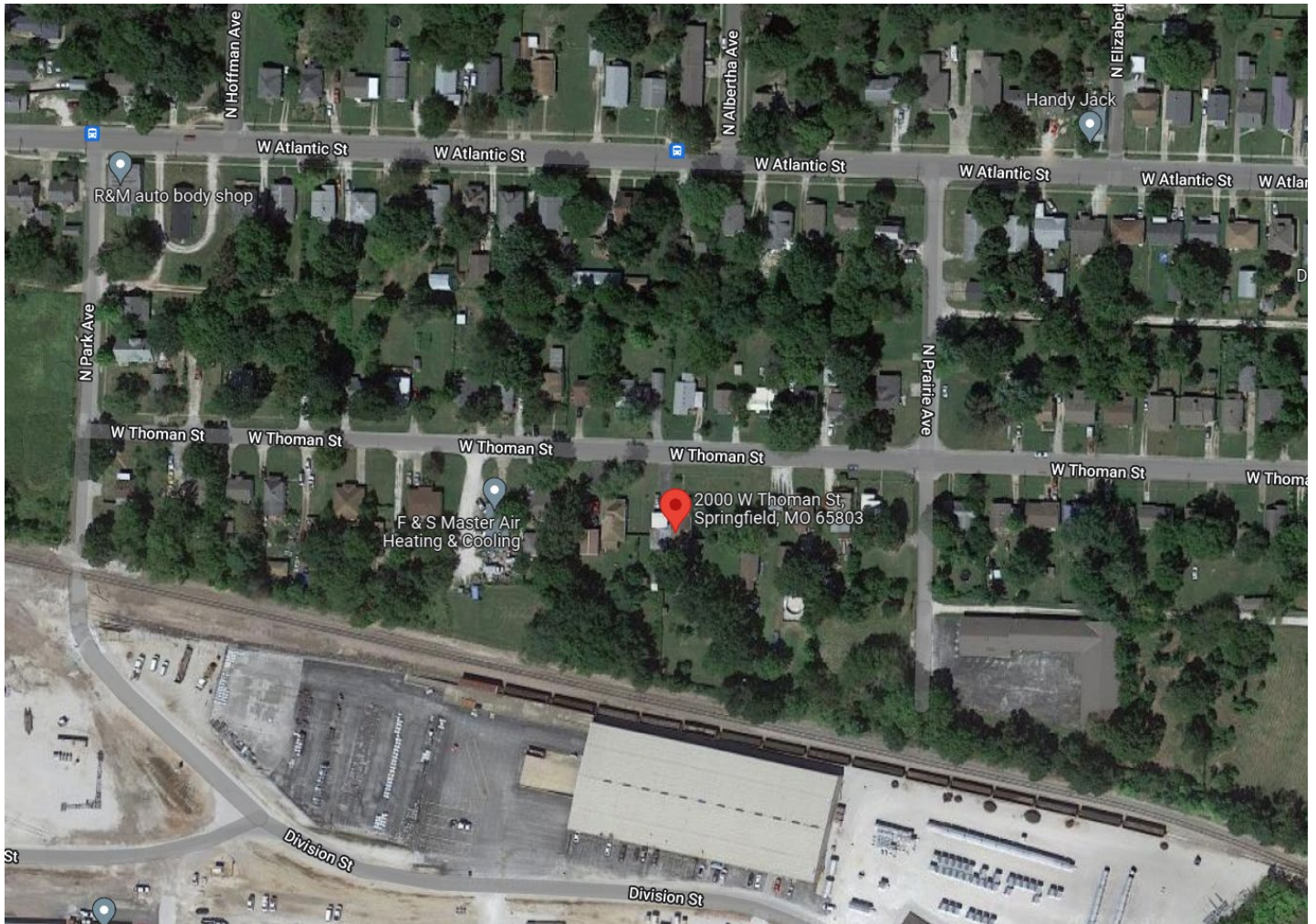
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	HM	HM	R-SF	HM
LAND USE	Single-family residential	Vacant/undeveloped land	Single-family residential	Single-family residential

Development Review Staff Report



SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



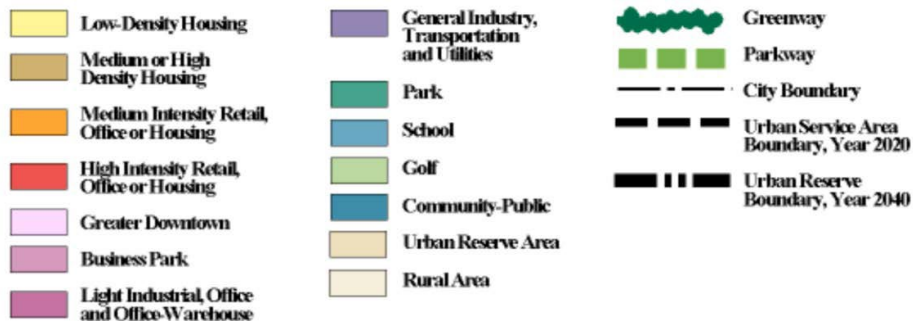
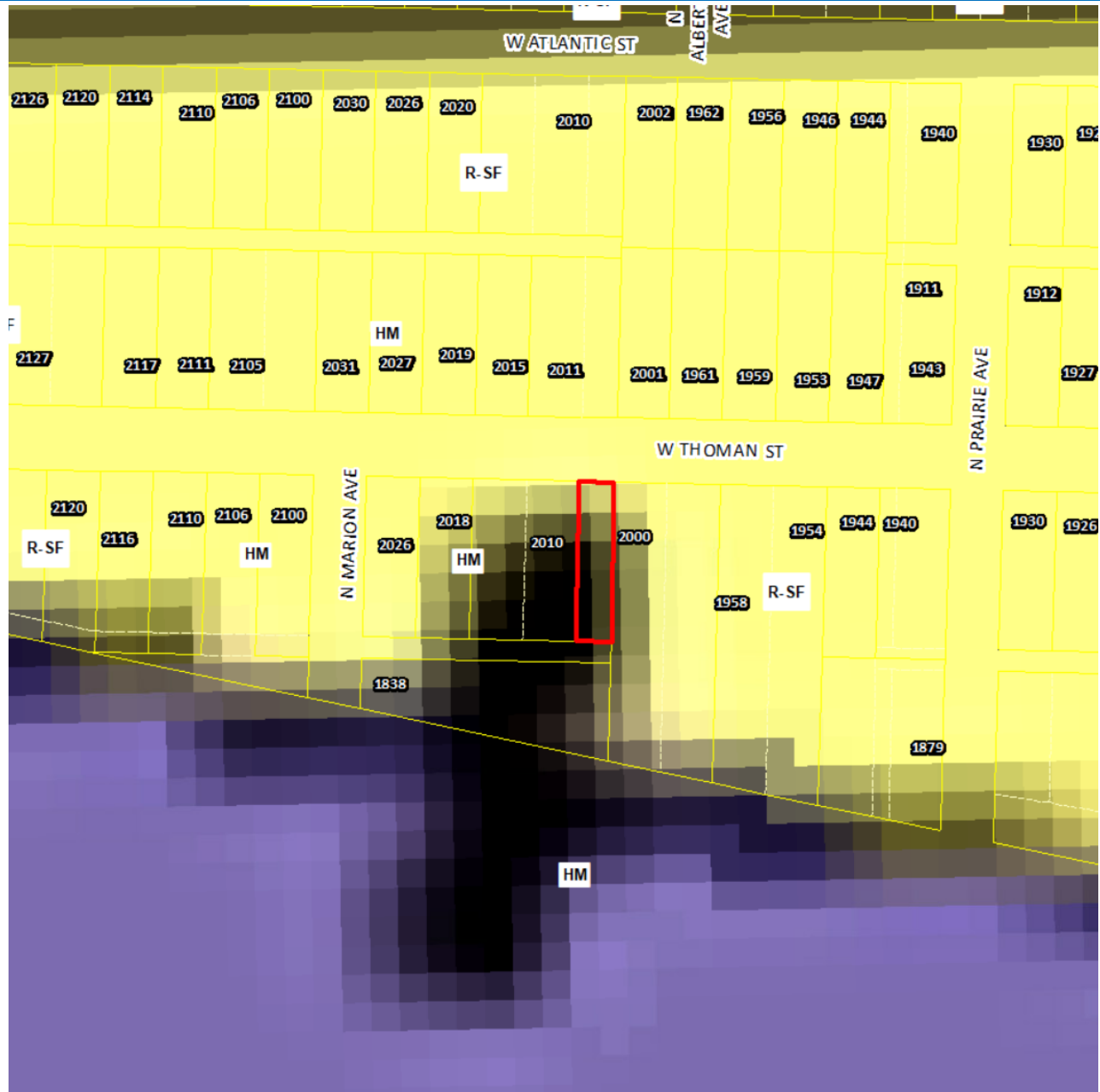
GOOGLE MAPS STREET VIEW:



Development Review Staff Report



GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property has been zoned HM since the citywide remapping in 1995.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) Rezoning. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:

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

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-SF
Use limitations	There shall be a separate platted lot of record for each single-family semi-detached or townhouse dwelling unit.
Lot size requirements	Minimum lot area: 6,000 square feet. Minimum lot width: 50 feet. Minimum lot depth: 80 feet.
Maximum structure height	1. When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. 2. When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Minimum open space	Not less than 30 percent
Maximum impervious area	Shall not exceed 70 percent of total lot area
BULK PLANE	BUFFERYARD AND LANDSCAPING
N/A	N/A

COMPATIBILITY WITH COMPREHENSIVE PLAN:

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

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 0.5 acre of property generally located at 2000 West Thoman Street from HM, Heavy Manufacturing District to R-SF, Residential Single-Family District. The intent of this rezoning application is to allow for the continued single-family residential use which was mistakenly left as Heavy Manufacturing during the 1995 Citywide remapping.
2. The requested rezoning to R-SF, Single-Family Residential will allow the existing single-family residential use to be conforming.
3. The R-SF district is intended primarily for single-family detached dwellings at low residential densities of approximately seven units per acre. Internal stability, harmony, attractiveness, order, and efficiency are encouraged

Development Review Staff Report



by providing for adequate light, air, and open space for dwellings and related facilities and by consideration of the proper functional relationship and arrangement of the different uses permitted in this district.

4. 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.
5. The proposed rezoning was reviewed by City departments, these comments are contained in Attachment 1.

NEIGHORHOOD MEETING:

The applicant held a neighborhood meeting on September 15, 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: 12 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

CITY UTILITIES:

No issues with the proposed rezoning.

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to rezoning. Tract has access to public sewer and is in a defined sewer district.

FIRE DEPARTMENT:

No comments.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Upper Wilsons 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 **will not be allowed and detention is required**. The property **does not have a stream buffer on site**.

PW Stormwater has no concerns for the proposed rezoning. 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 for this development will not be permitted. Detention is required because the site drains to residential properties.

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:

Traffic has no objections.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Thoman Street as a Local-Residential. The standard right-of-way width for W. Thoman Street is 25-feet from the centerline. It appears additional right-of-way is not required. A survey is recommended

Development Review Staff Report



to determine the exact amount of existing right-of-way as nothing can be constructed or placed within the required right of way. W. Thoman Street is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There is no recent traffic count for W. Thoman Street. On-street parking is allowed along W. Thoman Street.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from W. Thoman Street. Additional access must follow spacing standards set forth in City Code section 98.

SIDEWALK

There is no existing sidewalk along the property frontage of W. Thoman Street. Sidewalk will be required to be constructed at the time of development along the property frontage on W. Thoman Street or a fee in lieu of approved by applying to the Administrative Review Committee (ARC). If approved, the fee must be paid prior to issuance of a building permit.

TRAILS, BUS STOPS, & INFORMATION

There is no Greenway Trail in the area surrounding the property pertaining to this zoning. There are no bus stops along W. Thoman 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 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 (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Thoman Street	Local - Residential	Yes	30	25
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		1	1	6	
*Proposed Trips Generated		1	1	5	
Additional Trips Generated		0	0	-1	

*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: HM to R-SF
(existing zoning) (proposed zoning)
2. Meeting Date & Time: Thursday, September 15
3. Meeting Location: Library Station, 2535 N. Kansas Expressway
4. Number of invitations that were sent: 98
5. How the mailing list was generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 1
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 issues, the property owner attended for support

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

None

I, Jared Follin (print name), attest that the neighborhood meeting was held on 9/15/22 (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

Jared Follin
Printed name of person completing affidavit

One-rdg. _____
P. Hrngs. X
Pgs. 106
Filed 11-08-22

Sponsored by Schilling

First Reading _____

Second Reading _____

COUNCIL BILL 2022- 275

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a redevelopment plan for the Grant Avenue Parkway Redevelopment
2 Area, which is generally bounded by West Olive Street to the north,
3 West Catalpa Street to the south, South Campbell Avenue to the east,
4 and South Douglas Avenue to the west; and declaring the Grant
5 Avenue Parkway Redevelopment Area to be blighted and its
6 redevelopment necessary for the preservation of the public peace,
7 prosperity, health, safety, morals, and welfare. (The Land Clearance
8 for Redevelopment Authority, Planning and Zoning Commission, and
9 Staff recommend approval.)
10 _____
11

12 WHEREAS, City Council, through Special Ordinance 27552, authorized the
13 expenditure of funds to finance a blight study and redevelopment plan for the area
14 within and surrounding the Grant Avenue Parkway zoning district; and
15

16 WHEREAS, the Redevelopment Plan for the Grant Avenue Parkway
17 Redevelopment Area ("Redevelopment Plan") and the Grant Avenue Parkway
18 Redevelopment Area Qualifications Study ("Blight Study"), both of which are attached
19 as "Exhibit 1," were prepared and submitted to the Land Clearance for Redevelopment
20 Authority of the City of Springfield ("Authority"); and
21

22 WHEREAS, the Authority reviewed the Redevelopment Plan and Blight Study at
23 a public meeting on October 4, 2022, and recommended declaring the Grant Avenue
24 Parkway Redevelopment Area a blighted area and approving the Redevelopment Plan;
25 and
26

27 WHEREAS, the Planning and Zoning Commission reviewed the Redevelopment
28 Plan at a public meeting on October 6, 2022, and recommended approval of the
29 Redevelopment Plan; and
30

31 WHEREAS, City Council held a public hearing on November 14, 2022, for which
32 notice was properly given in accordance with the law and all interested parties were
33 given the opportunity to be heard.

34
35 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
36 SPRINGFIELD, MISSOURI, as follows, that:
37

38 Section 1 – It is hereby found, determined, and declared that the Grant Avenue
39 Parkway Redevelopment Area, which is generally bounded by West Olive Street to the
40 north, West Catalpa Street to the south, South Campbell Avenue to the east, and South
41 Douglas Avenue to the west, and which is depicted in and more particularly described in
42 “Appendix A” to the Redevelopment Plan, which is attached hereto and incorporated
43 herein in its entirety as “Exhibit 1,” is a blighted area because it contains and has a
44 predominance of insanitary or unsafe conditions, deterioration of site improvements, or
45 the existence of conditions which endanger life or property by fire and other causes, or
46 any combination of such factors, and such factors retard the provision of housing
47 accommodations or constitute an economic or social liability or a menace to the public
48 health, safety, or welfare in its present condition and use for the reasons set forth in the
49 Blight Study attached as “Appendix B” to “Exhibit 1.” It is further found that this is an
50 area that is appropriate for the undertaking of redevelopment projects in conformance
51 with the Redevelopment Plan contained within “Exhibit 1.”
52

53 Section 2 – The Redevelopment Plan set forth in “Exhibit 1” is hereby found to be
54 a feasible and reasonable plan for the redevelopment of the applicable area and is in
55 conformity with the general plan for development of the City and said Redevelopment
56 Plan is an appropriate plan for the clearance, reconstruction, rehabilitation, and renewal
57 of the entire area and for future land uses. Said Redevelopment Plan is found to meet
58 the requirements of Section 99.430(4), RSMo, and is hereby approved and adopted.
59

60 Section 3 – This Ordinance shall be in full force and effect from and after
61 passage.
62

63 Passed at meeting: _____
64

65 _____
66 Mayor
67

68 Attest: _____, City Clerk
69

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. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2022- 275

FILED: 11/08/22

ORIGINATING DEPARTMENT: Economic Vitality

PURPOSE: To approve a redevelopment plan for the Grant Avenue Parkway Redevelopment Area, which is generally bounded by West Olive Street to the north, West Catalpa Street to the south, South Campbell Avenue to the east, and South Douglas Avenue to the west, and declare the Area to be a blighted area, and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare. (The Land Clearance for Redevelopment Authority, Planning and Zoning Commission, and Staff recommend approval.)

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

Following a robust public input process, the Springfield City Council adopted the Grant Avenue Parkway Corridor Plan (the “GAP Corridor Plan”) as an element of the City’s Comprehensive Plan on March 16, 2021, by [Resolution 10565](#). It serves as a guide to establish local policy decisions pertaining to land use, development form and intensities, access and connections, and transitions into the surrounding neighborhoods along the Grant Avenue Parkway. Following the recommendations of the GAP Plan, the City Council adopted the Grant Avenue Parkway zoning district (“GAP District”) on June 28, 2021, by [General Ordinance 6661](#), the regulations of which are codified in the City’s Zoning Ordinance.

In recognition of the poor conditions in and around the GAP Corridor and the need for private sector involvement in achieving the goals of the GAP Corridor Plan, the City Council allocated funding in August 2021 by [Special Ordinance 27552](#) to hire a consultant to prepare a blight study and redevelopment plan that will utilize real property tax abatement to leverage redevelopment within and surrounding the GAP Corridor. City Staff issued a request for proposals in fall 2021 and subsequently selected and hired PGAV Planners as its consultant. The scope of services in the request specified the following tasks:

1. Determine the Redevelopment Area Boundaries: Evaluate and identify areas surrounding the GAP Corridor that exhibit blighting conditions. Such areas should have a nexus with the Grant Avenue Parkway and have the potential to be redeveloped consistent with goals and objectives of the GAP Corridor Plan. The boundaries shall, at a minimum, encompass the GAP Corridor and may extend outwards up to a ¼ mile.

2. Conduct Blight Study and Prepare Report: The consultant shall conduct a study of the Redevelopment Area as it pertains the definition of a blighted area and compile its findings in a report. These findings will enable the Redevelopment Area to be declared a blighted area, which is a prerequisite for adopting a redevelopment plan that will utilize real property tax abatement.
3. Prepare Redevelopment Plan: The Redevelopment Plan should contemplate utilizing real property tax abatement pursuant to Sections 99.300-99.715, RSMo, the Land Clearance for Redevelopment Authority Law ("LCRA Law") and/or Chapter 353, RSMo, the Urban Redevelopment Corporations Law ("Chapter 353"). It shall be drafted with public input and provide a framework for remediating blight and facilitating redevelopment consistent with the GAP Corridor Plan and other applicable planning initiatives, including Forward SGF.

PGAV Planners has prepared the Redevelopment Plan for the Grant Avenue Parkway Redevelopment Area, which encompasses an approximately 265.3-acre area that is generally bounded by West Olive Street to the north, West Catalpa Street to the South, South Campbell Avenue to the east, and South Douglas Avenue to the west. Said Area includes the GAP Corridor Plan area, which is situated along that portion of the Grant Avenue Parkway Corridor located north of Fassnight Park. It also extends into portions of the West Central and Fassnight Neighborhoods, as well as the southwest portion of Downtown.

The LCRA and Urban Redevelopment Corporations Laws define a "blighted area" as:

An area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.

The Qualifications Study ("Blight Study"), which is attached as an appendix to the Redevelopment Plan, finds the Area, as a whole, qualifies as a blighted area and is in need of revitalization. The Study demonstrates the Area constitutes an economic and social liability and a menace to the public health, safety, morals, and welfare, due to a predominance of insanitary or unsafe conditions, deteriorated site improvements, and other conditions which endanger life or property by fire or other causes.

The purpose of the Redevelopment Plan is to remove blight and redevelop the Grant Avenue Parkway Corridor and surrounding areas consistent with the GAP Corridor Plan and the Forward SGF Comprehensive Plan. It proposes to encourage redevelopment by offering partial real property tax abatement pursuant to the LCRA Law and Chapter 353 to redevelopment projects within the Redevelopment Area that are developed in accordance with the GAP Corridor Plan and Forward SGF Comprehensive Plan as well as comply with the Zoning Ordinance and all other applicable regulations and policies of the City. It includes a general land use plan that is based on the Forward SGF placetypes and the

Corridor Framework established within the GAP Corridor Plan. Specifically, to benefit under this Redevelopment Plan, redevelopment projects that are located within the GAP Corridor must conform to the GAP Corridor Plan, and redevelopment projects that are located outside the GAP Corridor must adhere to the assigned placetypes specified in the Forward SGF Comprehensive Plan.

The Land Clearance for Redevelopment Authority (“LCRA”) reviewed the Blight Study and Redevelopment Plan on October 4, 2022 and recommended the Redevelopment Area be declared a blighted area and the Redevelopment Plan be approved by a vote of 3 to 0. The Planning and Zoning Commission subsequently reviewed the Redevelopment Plan on October 6, 2022 and recommended approval by a vote of 6 to 0.

REMARKS: The Redevelopment Plan will enable property owners and developers to request partial real property tax abatement pursuant to either the LCRA Law or Chapter 353. Upon application, the LCRA may authorize partial real property tax abatement for redevelopment projects that conform with the Redevelopment Plan and comply with the Zoning Ordinance and all applicable codes of regulations. Real property tax abatement is based on 100% of the assessed value of qualified new construction or rehabilitation for 10 years. Alternatively, subject to an application to the City accompanied by appropriate justifying documentation, the City Council may authorize real property tax abatement pursuant to Chapter 353, for a period of up to 25 years, for redevelopment projects that conform with the Redevelopment Plan. Real property taxes are abated during the first ten years, based on 100% of the increase in assessed value of land and improvements. During the remaining 15 years, real property taxes are abated based on 50% of the assessed value of land and improvements. Such tax abatement will be available to redevelopment projects that are acquired through a City-established urban redevelopment corporation and are approved by the City Council following the submission of a redevelopment project application to the City that conforms to this Plan and satisfies the requirements of Chapter 353, RSMo and Chapter 40, Article III of the Springfield City Code as well as the Zoning Ordinance, the City’s economic development policies, and all other applicable codes and ordinances.

The Workable Program, as per Chapter 40, Article II, Springfield City Code, establishes a framework for the City of Springfield to evaluate and implement requests for real property tax abatement pursuant to LCRA Law. It includes essential elements such as a but-for test, tax impact analysis, verification of blight within legacy blighted areas, and enhanced notification requirements. Subject to certain criteria, the City Council may grant an exception to the but-for test and tax impact analysis if it declares, by resolution, this Redevelopment Plan to be a *Multi-Project Redevelopment Plan*. The purpose this exception is to allow flexibility to ensure that tax abatement is available for future redevelopment of areas of the City which contain widespread evidence of blight, where an area-wide plan, as opposed to a project-specific plan, for redevelopment is necessary to remediate said blight. Such resolution will be submitted for City Council consideration following the second reading of this bill and pending a vote to adopt the Redevelopment Plan.

The Land Clearance for Redevelopment Authority, the Planning and Zoning Commission, and Staff recommend City Council approval.

Submitted by:



Matt D. Schaefer, AICP
Senior City Planner

Recommended by:



Amanda Ohlensehlen, Director

Approved by:



Jason Gage, City Manager

South Grant Avenue Parkway Redevelopment Plan



CITY OF SPRINGFIELD, MO

October 3, 2022



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SECTION 1

INTRODUCTION

The Plan in Context

This document constitutes the Grant Avenue Parkway ("GAP") "Redevelopment Plan," which applies to an area approximately 265.3 acres in size, generally bounded by West Olive Street on the north, South Campbell Avenue on the east, South Douglas Avenue on the West, and West Catalpa Street on the South (the "Redevelopment Area" or "Area").¹ The Area is wholly located within the City of Springfield, Missouri (the "City"). The boundary of the Redevelopment Area is shown in the exhibit entitled Redevelopment Area Boundary included in **Appendix A** and further described in the written boundary description also contained in **Appendix A**.

The Area has been subject to recent planning efforts culminating in the Grant Avenue Parkway Corridor Plan (the "GAP Plan"), which the City adopted in 2021. The redevelopment of the Area is intended to follow the *Grant Avenue Parkway Corridor Plan* (the "GAP Plan") as adopted by the City of Springfield on March 22, 2021. The GAP Plan is appended to this Redevelopment Plan in **Appendix C**. This Redevelopment Plan proposes the following activities in order to accomplish the underlying goals of the GAP Plan:

- Construction of a variety of public improvements primarily focused on roadway improvements, pedestrian enhancements, cross-access, and parking improvements.
- Construction and rehabilitation of a variety of commercial and residential development projects as outlined in the GAP Plan.
- Acquisition of real property within the Area where property rehab or redevelopment would otherwise be impossible or would produce a less desirable development.
- Demolition and removal of existing site improvements.
- Grading and site preparation, stormwater mitigation, utility relocation, or installation.
- Financial support for property rehab or new building construction for single-family, multifamily, mixed-use, and commercial development.

The GAP Plan provides for a variety of redevelopment projects encompassing various types of residential and commercial rehab and/or land uses. Currently underway is an approximately \$26-million public

¹ Inclusive of public right-of-way.

infrastructure project constructing the “public infrastructure elements” as generally described in the GAP Plan. This project is known as the “BUILD Project.”²

The GAP Plan laid the foundation for the Grant Avenue Parkway Zoning District, which codifies recommendations made in the GAP Plan and provides the regulatory framework to manage future development along the Grant Avenue Parkway Corridor (the “Corridor”).

This Plan is meant to help facilitate the implementation of the private development goals voiced through the GAP Plan and codified in the Grant Avenue Parkway Zoning District.

Statutory Mechanisms

This Plan creates a framework for the utilization of real property tax abatement pursuant to Chapter 353 RSMo, the Urban Redevelopment Corporations Law (“Chapter 353”), and Section 99.300 to 99.715, RSMo, the Land Clearance for Redevelopment Authority Law (the “LCRA Law”). For purposes of implementing the provisions of Chapter 353, the term Redevelopment Plan shall also mean “Development Plan.”

Provisions of Chapter 353

The Missouri General Assembly adopted the Urban Redevelopment Corporations Law, Chapter 353, RSMo., in 1943. The law is often referred to simply as “Chapter 353.”

Chapter 353 allows cities and counties to:

1. Identify and designate redevelopment areas that qualify as “Blighted Areas;”
2. Adopt development plans that designate areas in need of redevelopment and state the objectives to be attained and the redevelopment projects to be undertaken;
3. Approve redevelopment projects for implementation of such development plans; and
4. Utilize the tools set forth in Chapter 353 to assist in reducing or eliminating those factors and conditions that cause the area to qualify as a “Blighted Area” through the completion of a redevelopment project.

This Plan describes the “Redevelopment Project(s)” for the Area and provides information as required by provisions of Chapter 353 RSMo. statute that the City intends to utilize in implementing the GAP Plan. While the use of Chapter 353 requires a finding by the City that the Area is a “blighted area” as defined in Chapter 353, it also defines a Chapter 353 “Area” specifically, noting: “Any such area may include buildings

² The term “BUILD Grant” appears in this reports which is defined as the Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grant.

or improvements not in themselves blighted, and any real property, whether improved or unimproved, the inclusion of which is deemed necessary for the effective clearance, replanning, reconstruction or rehabilitation of the area of which such buildings, improvements or real property form a part;."

Specific redevelopment projects for any real property within the Area must be carried out in accordance with the provisions of Chapter 40, Article III of the Springfield City Code. Any projects would need to follow the general concepts of this Redevelopment Plan.

Provisions of the LCRA Law

The LCRA Law allows cities and counties to:

- (1) Allow for the abatement of real property taxes, which provides a means to leverage private investment and redevelopment in accordance with an adopted redevelopment plan;
- (2) Acquire blighted or insanitary areas or portions thereof, including lands, structures, or improvements the acquisition of which is necessary or incidental to the proper clearance, development, or redevelopment of the blighted or insanitary areas or the prevention of the spread or recurrence of substandard or insanitary conditions or conditions of blight;
- (3) Clear any such areas by demolition or removal of existing buildings, structures, streets, utilities, or other improvements thereon and install, construct or reconstruct roads, utilities, and site improvements essential to the preparation of sites for uses in accordance with a redevelopment plan;
- (4) Sell, lease, or otherwise make available land in such areas for residential, recreational, commercial, industrial, other use, or public use or to retain such land for public service, in accordance with a redevelopment plan; and
- (5) Develop, construct, reconstruct, rehabilitate, repair, or improve residences, houses, buildings, structures, and other facilities.

This document serves as the redevelopment plan for land clearance or urban renewal projects undertaken within the Redevelopment Area pursuant to the LCRA Law. As outlined in Section 99.430, RSMo., the initial step in establishing an area under the Law is for the governing body of the municipality to declare, by resolution or ordinance, that the area is a "Blighted Area" or "Insanitary Area" in need of redevelopment or in need of rehabilitation. Section 99.320 of the Law sets out the definitions of these two areas as follows:

"Blighted area," as defined pursuant to Section 99.805(1) RSMo.: an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.

"Insanitary area": an area in which there is a predominance of buildings and improvements which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air

sanitation or open spaces, high density of population, and overcrowding of buildings, overcrowding of land, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, the transmission of disease, infant mortality, juvenile delinquency, and crime or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare.

SECTION 2

REDEVELOPMENT AREA BOUNDARIES

General Boundary Description

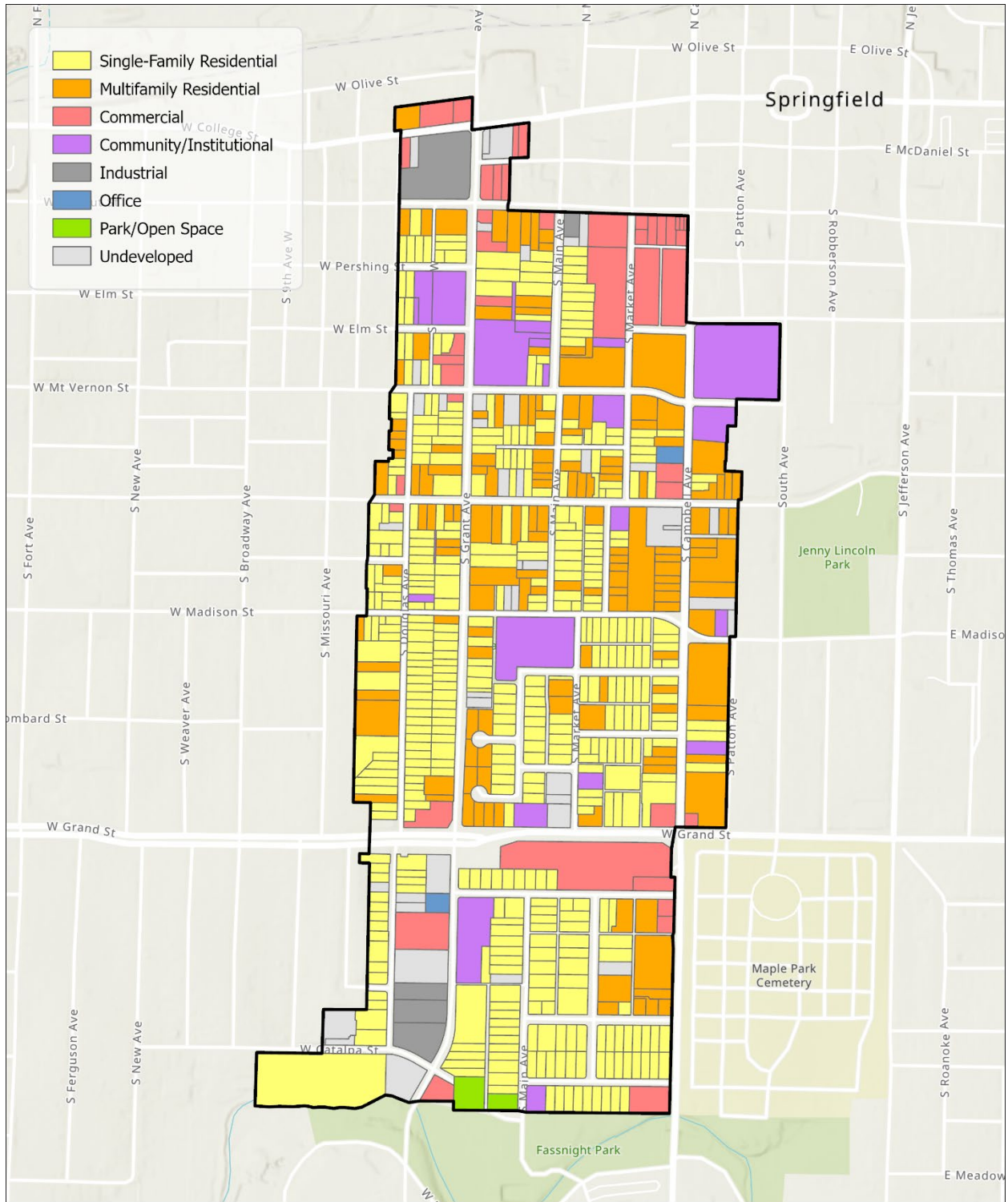
The Redevelopment Area is generally bounded by West Olive Street on the north, South Campbell Avenue on the east, South Douglas Avenue on the West, and West Catalpa Street on the South. The legal description of the Redevelopment Area and map showing the boundary of the Redevelopment Area are included in **APPENDIX A**.

SECTION 3

EXISTING CONDITIONS

The Area's land uses are representative of an older corridor originally developed primarily as a residential street except at its northern and southern extremities, where a mix of commercial and light industrial uses can be found. A mix of single-family residential properties are aligned on Grant Avenue, with varying densities and typologies. Commercial properties, primarily located at intersections of major roadways, are also found throughout the Area, along with several churches and a school (located at the West Elm Avenue intersection). Several undeveloped and vacant parcels are also located within the Area.

Maps depicting the current zoning and land use within the Redevelopment Area are shown on the following pages.



CURRENT LAND USE IN REDEVELOPMENT AREA

GRANT AVENUE QUALIFICATIONS ANALYSIS

Springfield, Missouri



This Plan includes certain findings as analyzed by PGAV staff, who were retained to document the conditions of the City and prepare the accompanying "Qualifications Analysis." The goal of the Qualifications Analysis of the Redevelopment Area is to determine whether the Redevelopment Area qualifies as a "Blighted Area" pursuant to both the LCRA Law and Chapter 353. As discussed in the Qualifications Analysis attached hereto as **Appendix B**, PGAV Planners determined that the Area meets the definition of "Blighted Area" set forth in Chapter 353 and the LCRA Law:

"Blighted Area" an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or menace to the public health, safety, or welfare in its present condition and use; RSMo §99.805(1). §99.320(3)

"Blighted area," the same meaning as defined pursuant to section 99.805; RSMo 353.020(3)

To remediate the conditions that cause the Area to be a "Blighted Area," including, without limitation, deterioration of site improvements, this Plan proposes that (1) Capital reinvestment occurs within the Area, (2) Maintain and increase homeownership within the Area, and (3) Modernize and improve safety, infrastructure, and beautification within the Area in coordination with the GAP Plan being undertaken by the City.

The Area meets, as a whole, the definition of a "Blighted area," as such term is defined within the LCRA Law and Chapter 353, and is a portion of the City that by reason of the predominance of insanitary or unsafe conditions; deterioration of site improvements; or the existence of such conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use.

SECTION 4

DEVELOPMENT PLAN AND WORKABLE PROGRAM

The GAP Plan, as found in **Appendix C**, is intended to serve as the Redevelopment Plan for purposes of Chapter 353 and the purposes of the LCRA Law. Although the GAP Plan provides recommendations for Redevelopment Project(s) as are contemplated in each of these statutes, no such project(s) has been approved by the City in accord with the requirements of either of these statutes. This Redevelopment Plan is intended to form the basis for review and approval of future redevelopment projects in accord with established City procedures and the requirements of Chapter 353 and the LCRA Law.

Workable Program

As indicated by Section 99.320 (23) of the LCRA Law, a "Workable program" is "an official plan of action, as it exists from time to time, for effectively dealing with the problem in insanitary, blighted, deteriorated or deteriorating areas within the community and for the establishment and preservation of a well-planned community with well-organized residential neighborhoods of decent homes and suitable living environment for adequate family life, for utilizing appropriate private and public resources to eliminate and prevent the development or spread of insanitary, blighted, deteriorated or deteriorating areas, to encourage needed urban rehabilitation, to provide for the redevelopment of blighted, insanitary, deteriorated and deteriorating areas, or to undertake such of the aforesaid activities or other feasible community activities as may be suitably employed to achieve the objectives of such a program."

The City has a codified Workable Program within Chapter 40, Article II of the City Code that will be used to satisfy any requirements regarding a workable program under the LCRA Law.

Redevelopment Plan

As stated on page three of the GAP Plan, *"The intent of the Plan is to promote reinvestment and redevelopment that leverages the new Parkway as an asset."* It is driven by the desire to leverage the BUILD grant that the City received to fund the design and construction of the Grant Avenue Parkway. This roadway project will transform the streetscape by providing intersection improvements, crosswalk enhancements, mid-block crossings, property cross-access opportunities, bike lanes, additional parking, and roadway reconfiguration. The GAP Plan divides the Area into six subareas (A through F) with a focus on residential rehab and redevelopment. Mixed-use development (residential over commercial uses) is focused at key intersections. The map on page nine of the GAP Plan and the accompanying graphic depicts the housing-type focus for the various subareas.

The GAP Plan also makes recommendations regarding existing and potential commercial uses. The recommendations for each subarea begin on page 16 of the GAP Plan. The subarea plans contain mapped and graphic data that describes the Redevelopment Plan for the Area. Design guidelines for building

location and appearance are provided throughout the subarea discussions. The GAP Plan also contains implementation recommendations and strategies, which are discussed beginning on page 30.

The objectives of this Redevelopment Plan include:

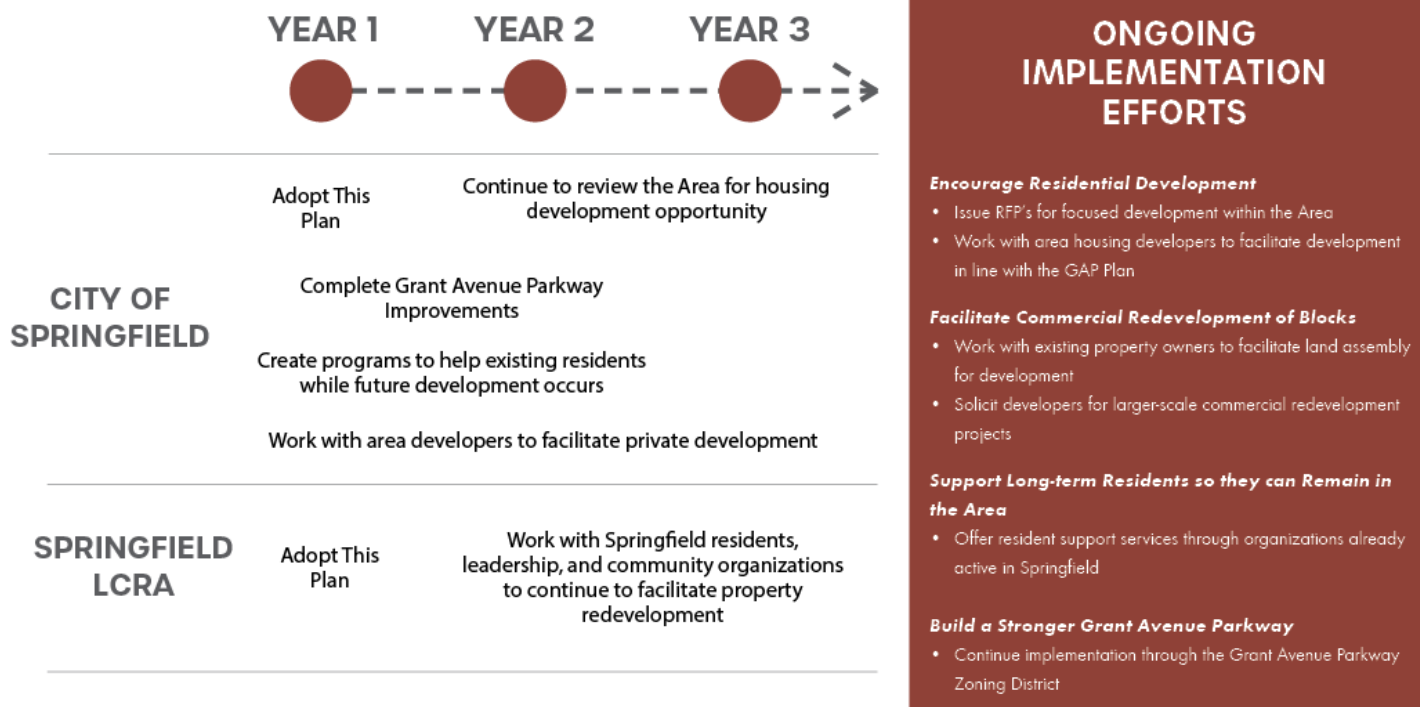
1. To facilitate redevelopment and rehabilitation of properties in the Area.
2. To improve the economic underutilization and productive use of the Area.
3. To lift-up quality of life for Area residents.
4. To improve housing without displacing long-term residents.
5. To use tax abatement in creative ways to keep affordable rents affordable.
6. To alleviate those conditions that cause the Area to be a "Blighted Area."
7. To encourage the development of affordable housing, mixed-use development that provides additional living, shopping, dining, and recreation opportunities for existing and new neighborhood residents, provides financing vehicles that will assist Area homeowners with housing rehab, and encourages and promotes a sense of place for the Area.
8. To promote the economic health of the Area, the City, and other taxing districts.
9. To enhance the tax base by inducing Area property rehab and redevelopment, and encouraging private investment, thereby increasing property values in the Area.
10. To promote health, safety, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development.
11. To stimulate employment opportunities and increased demand for services in the Area.
12. To create a land use environment that will meet the goals and objectives of the GAP Plan.
13. Further the objectives of the City's Comprehensive Plan and the Grant Avenue Parkway planning and placemaking process.
14. Facilitate and encourage private development that capitalizes on the \$26 million public investment currently underway in the Area.
15. Provide financial assistance for new small business development and support for local businesses that serve residents, improve the attractiveness of the Area, and enhance livability.
16. Provide housing rehabilitation financial assistance for existing residents/property owners and local developers/entrepreneurs for home rehab and ownership.
17. Use financing resources, existing City programs, State and Federal programs, and corporate grants or donations to provide financial support for neighborhood reinvestment and to help offset increasing construction costs for private development initiatives.
18. Provide assistance for property acquisition that focuses on Area preservation and minimizes displacement of existing residents and businesses.
19. Use City land use policy, financial assistance programs, and community engagement to promote health, safety, order, convenience, and safe and clean spaces for students and pedestrians to create a more walkable and socially engaging atmosphere for the Grant Avenue Parkway corridor.

20. Provide an implementation mechanism that will accelerate the achievement of these objectives and complement other community and economic development objectives and programs; and
21. Enhance the tax base by inducing new private investment and commercial development in the Area, thereby increasing the tax base for the benefit of all overlapping taxing jurisdictions.

The definite local objective of this Redevelopment Plan is to eliminate the conditions which qualify the Redevelopment Area as a Blighted Area under Chapter 353 and the LCRA Law. The City intends to facilitate the redevelopment of deteriorated structures when, as, and where appropriate.

Implementation

The Redevelopment Plan will be carried out in multiple phases based on proposals from property owners or developers for specific redevelopment projects on specific properties. The timing of implementation of the GAP Plan will be dependent on many factors, including real estate development market conditions and construction costs.



Use of Tax Abatement Pursuant to Chapter 353 and the LCRA Law

The City intends to use the financial tools available under the provisions of Chapter 353 and the LCRA Law as follows:

- Subject to application to the City accompanied by appropriate justifying documentation, the City may provide Chapter 353 real property tax abatement, for a period of up to 25 years, for redevelopment projects (rehab or new construction) that conform with this Plan. Such tax abatement will be available to redevelopment projects that are acquired through an urban redevelopment corporation (established by the City) and are approved by the City Council following the submission of a redevelopment project application to the City that conforms to this Plan and satisfies the requirements of Chapter 353, RSMo and Chapter 40, Article III of the Springfield City Code, the Springfield Zoning Ordinance, the applicable economic development policies of the City, and all other applicable codes and ordinances.
- Pursuant to the LCRA Law, and subject to City Council approving this plan as a multi-project redevelopment plan pursuant to City Code Section 40-19, real property tax abatement for a period of time not exceeding ten years will be available to redevelopment projects that conform with this Plan and comply with the requirements of the Springfield Zoning Ordinance and all other applicable codes and ordinances.

Review and Approval of Redevelopment Projects

Real property tax abatement for redevelopment projects pursuant to this Redevelopment Plan will be considered only upon application to the City by established requirements and processes. Reviews will be conducted by City staff and the appropriate entities, all of which are subject to public presentation and input in accordance with the applicable statutes and State and Federal open meeting laws.

Property to be Demolished

Redevelopment projects involving private property have not been specifically identified at this time. In some instances, creating new mixed-use residential development projects as identified in the GAP Plan may require the demolition of existing improvements. Upon receipt of an application for such demolition, and upon review and approval by the City of such projects, demolition of any existing buildings and/or site improvements will be identified.

Building Rehabilitation and New Construction

As noted previously in this Section, it is the City's intent to create a program that provides incentives to individual property owners for property rehab and improvement. The primary focus of this effort is on

residential properties in the Area, many of which have suffered from deterioration and allowed the Area to be declared a "blighted area." Interest from local developers with concept plans, particularly for the construction of new mixed-use commercial/residential multifamily projects, has been discussed. However, current costs for the materials needed for new construction have made it economically infeasible without some financial incentive via tax abatement or other mechanism. The same can be said of rehabilitation, whereby the costs of redevelopment, rehabilitation, and blight remediation, due in part to the prevalent existence of blight, make projects in this area economically infeasible or less attractive to private investment without some financial incentive.

Open Space and Other Amenities

The GAP Plan and the associated BUILD-grant-funded improvements to the roadway infrastructure will include certain streetscape enhancements, bike lanes, and other enhancements for the roadway and intersections with other major streets. Other than green space and/or landscape buffers that may be required by the City, the Redevelopment Plan does not propose the construction of any open space or other amenities within the Area. However, private development projects may be required to include public plaza space, open space, and pedestrian accessibility.

Property for Public Agencies

This Plan does not contemplate the sale or donation of any land to public agencies.

Zoning Changes

Within the Area, property fronting Grant Avenue lies within the Grant Avenue Parkway Zoning District (the "GAP District"). The GAP District is intended to provide greater flexibility in use by requiring a high-quality design that fosters a sense of place to promote reinvestment and redevelopment that leverages the new parkway as an asset. Those properties not within the GAP District shall be subject to the regulations of their respective zoning districts (see zoning map on page 9). This document does not propose or recommend any specific zoning changes, although it does recognize that zoning changes generally within the Area may be necessary to facilitate orderly development in accordance with this Redevelopment Plan.

Street Changes

This Plan does not propose any street changes beyond those that are associated with the roadway improvements associated with the BUILD Project.

Utility Changes

If necessary, utility lines will be relocated to accommodate the redevelopment of the Area.

Acquisition, Eminent Domain

1. The City or a Developer with an approved project must acquire the real property (including, without limitation, any leases, easements, or other encumbrances) within the Area to implement an approved Redevelopment Project and achieve the objectives of this Plan. If the Developer is unsuccessful at acquiring real property within the Area, the Developer may request that the City acquire such real property by eminent domain in accordance with Section 353.170(1), R.S.Mo., and other applicable laws.
2. As noted previously in this Section, it is the goal of this Plan to minimize the relocation of existing residents and/or businesses.

Eminent Domain by the City

Consistent with previous City policy, land acquisition using eminent domain shall occur only if such actions become necessary, either for infrastructure improvements or removal of blighting conditions. In the event it is deemed necessary, the City shall retain the power of eminent domain, rather than delegating it to a sub-entity or private corporation. The threat of condemnation shall not be used to coerce recalcitrant property owners.

Management

The City of Springfield and its affiliated entities, such as the Land Clearance for Redevelopment Authority (LCRA) or any municipal Chapter 353 redevelopment corporation the City may form, are to be the managing entities for the Redevelopment Plan. The City may ultimately award development rights via redevelopment agreements to private developers or property owners for properties within the Area subject to the provisions of Chapter 353 and the LCRA Law.

Public Property

The Plan envisions private residential, commercial, and or mixed-use development within the Redevelopment Area. No permanent public ownership or use is anticipated beyond that which is associated with City right-of-way, City parks, public schools, public facilities, or any such property that may be acquired to enable street and or utility improvements.

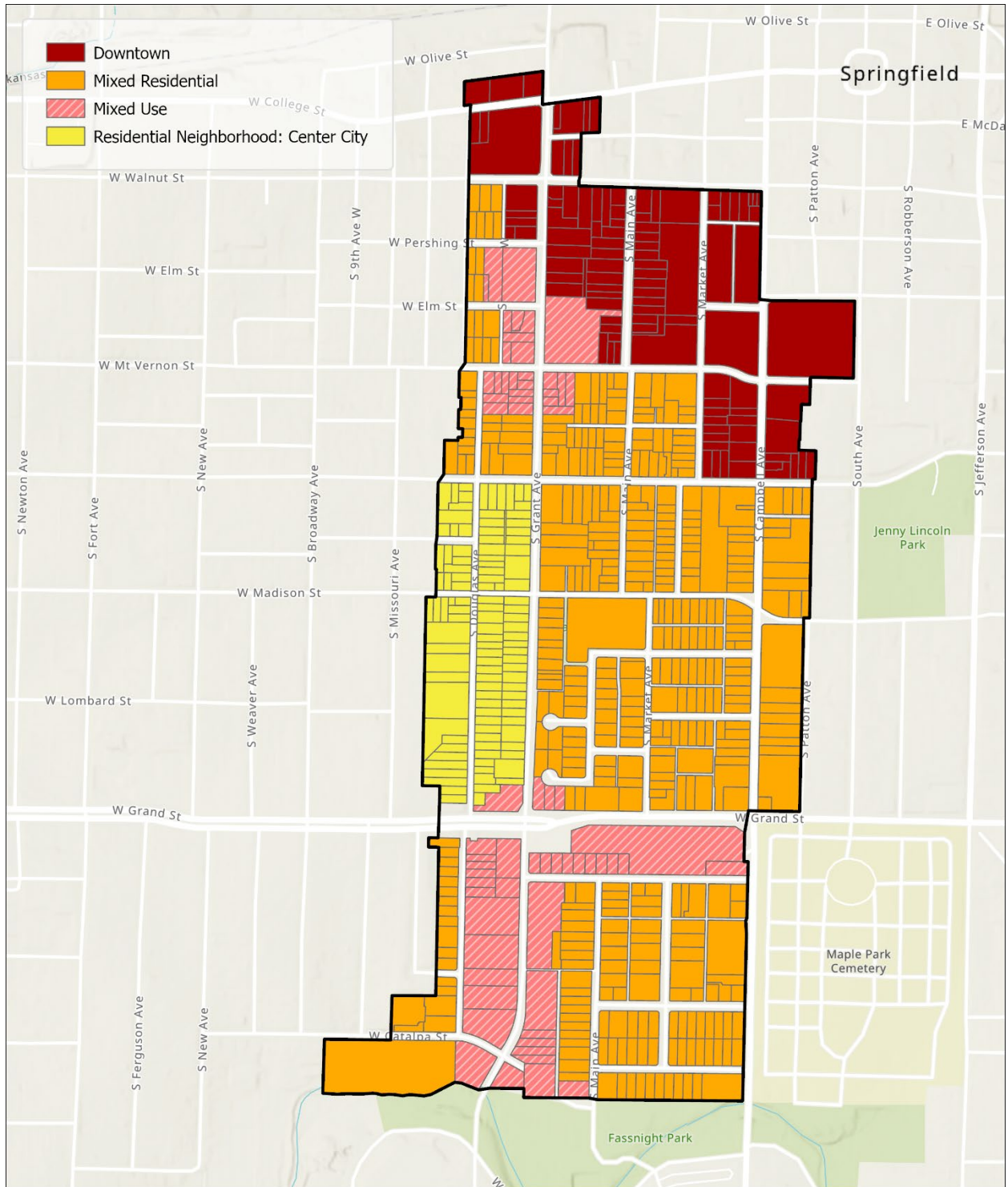
Relocation

If businesses or residents are to be relocated in conjunction with any redevelopment project approved in accord with the provisions of this Plan, the provisions of the City of Springfield's Municipal Code related to such relocations as provided for in Chapter 40, Article I, Sec. 40-1 or 40-2 shall apply. Section 40-1 is applicable to relocations that must comply with RSMo 523.205.2, generally applying to relocations in conjunction with Missouri redevelopment statutes under Chapter 353 or the LCRA Law. Section 40-2 is applicable to relocations that are the result of the use of funds from Federal grant programs, which are subject to the Federal Uniform Relocation Act.

Compliance with the Comprehensive Plan

The City is currently in the process of adopting Forward SGF (the “Comprehensive Plan” or “Forward SGF Comprehensive Plan”) as a new comprehensive plan for the community. Various sections of the Comprehensive Plan reference the need for mixed-use development, supporting and expanding the home repair program, diversity of housing development, affordable housing, and neighborhood connections. The GAP Plan is currently an adopted element of the City's Comprehensive Plan and will remain so following the official adoption of the Forward SGF Comprehensive Plan. The City's former comprehensive plan (the Vision 20/20 Plan), the GAP Plan, and the Forward SGF Plan all include a focus on affordable housing, neighborhood character, and neighborhood connections. This Redevelopment Plan aims to implement these goals expressed by the community through these planning documents.

The mapping and supporting graphics in the GAP Plan and the Forward SGF Comprehensive Plan constitute the General Land Use Plan of this Redevelopment Plan. The land uses and development for areas located within the GAP Plan area shall conform with the GAP Plan. The lands uses and development for areas located outside the GAP Plan area shall adhere to the future placetypes specified in the Forward SGF Comprehensive Plan. Should any amendments to the GAP Plan or Comprehensive Plan be made in the future, which result in modifications to the future placetypes shown in the map on the following page or to the GAP Plan contained herein, this Redevelopment Plan shall be deemed to be amended accordingly.



DRAFT FUTURE PLACETYPES IN REDEVELOPMENT AREA
FORWARD SGF - 07/2022
 GRANT AVENUE QUALIFICATIONS ANALYSIS
 Springfield, Missouri



SECTION 5

FUNDING RESOURCES

Redevelopment Project Financing

It is the City's intent that funding of redevelopment project costs outside those to be used for the \$26 million Grant Avenue Parkway roadway improvements identified in the BUILD grant will use other privately and publicly available funds and a variety of other sources as discussed below.

These sources may include:

- Private loans or equity capital that are available to the developers through cash reserves, financing entities, or investment partners.
- State, federal, or local grant funding resources and/or tax credit programs.
- Revenue from the imposition of sales taxes levied by a Community Improvement District (CID) and/or Transportation Development District (TDD).

While not contemplated at this time, other statutory financing vehicles such as Community Improvement District (CID) or Transportation Development District (TDD) could be used if the City were to create such entities.

Periodically, as development entities engage the City pursuant to this Plan and the Workable Program for tax abatement, such development entities may be required (in conformance with the City's policies) to provide detailed financial information describing their financing sources and their proceeds from the project in question.

Potential Resources for Residential Development Funding Assistance

Rebuilding Together

A national nonprofit with local affiliate chapters that receive funding from HUD with a focus on safe and healthy housing targeting home repair work, targeting significant safety and health hazards based on the Eight Principles of Healthy Homes—keep it dry, clean, pest-free, safe, contaminant-free, well-ventilated, maintained and thermally controlled.

Habitat for Humanity

The Springfield chapter has worked with the Woodland Heights neighborhood. Focus areas for Neighborhood Revitalization include beautification, community, housing, and health and safety

American Rescue Plan Act (ARPA)

Approved uses of ARPA funding include the following activities related to home improvements:

- Home repair and home weatherization
- Remediation of lead paint or other lead hazards
- Investments in neighborhoods to promote improved health outcomes
- Improvements to vacant and abandoned properties, including rehabilitation or maintenance, renovation, removal and remediation of environmental contaminants, demolition or deconstruction, greening/vacant lot cleanup and conversion to affordable housing
- Emergency housing assistance: rental assistance, mortgage assistance, utility assistance, assistance paying delinquent property taxes, counseling and legal aid to prevent eviction and homelessness and emergency programs or services for homeless individuals, including temporary residences for people experiencing homelessness

The US Department of the Treasury presumes the following households and communities are disproportionately impacted by the COVID-19 pandemic:

- Low-income households and communities
Low- or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines or (ii) income at or below 65 percent of the area median income for the county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines are higher than the area's median income, and using the Federal Poverty Guidelines would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.
- Households residing in Qualified Census Tracts
The Redevelopment Area falls within numerous Qualified Census Tracts

Federal and State Low Income Housing Tax Credit

A federal and state tax credit that is available to for-profit and not-for-profit developers to offset the cost of developing affordable single- or multifamily rental housing.

State Rental Production and Preservation Program

The MHDC Rental Housing Production and Preservation Program provides below-market interest rate construction and permanent financing to developers for the acquisition and rehabilitation or new construction of rental housing for low- and moderate-income families. The MHDC funds are

typically combined with Low Income Housing Tax Credits to fund affordable multifamily housing developments.

Federal HOME Program

The federally funded HOME program provides a financing source for several eligible activities that increase the supply of affordable housing for low and very low-income persons. One of these activities is the acquisition and rehabilitation or new construction of rental housing. As HOME Administrator for the State of Missouri, MHDC uses a portion of its annual HOME allocation to finance rental production at a very low-interest rate, which results in rents that are affordable to low-income families.

CDBG Grant Funding

CDBG funds may be used for activities related to housing affordability, which include, but are not limited to:

- Activities related to development or maintenance of affordable rental property:
 - Acquisition of property for an eligible rental housing project.
 - The rehabilitation of rental property
 - Conversion of a closed building from one use to residential use (such as a closed school building to residential use) is also eligible.
 - Grantees may provide assistance in the form of loans, grants, loan guarantees, interest subsidies, and other forms of assistance for rental housing rehabilitation and acquisition/rehabilitation projects.
 - New construction of rental housing is eligible, provided the construction activity is carried out as part of a larger neighborhood revitalization, community economic development, or energy conservation project.
- Must be carried out by a Community Based Development Organization (CBDO)
- Activities related to increasing housing access:
 - CDBG funds may be used to provide direct homeownership assistance to low-to-moderate (LMI) households in two ways.
 - As direct homeownership assistance under 570.201(n), a separate and permanent eligibility category that allows CDBG funding to:
 - Provide up to 50 percent of the required down payment;
 - Pay reasonable closing costs;
 - Provide principal write-down assistance; Subsidize interest rates;
 - Finance acquisition; and
 - Acquire guarantees for mortgage financing from private lenders (i.e., assist homebuyers with private mortgage insurance).

- As a public service activity, however, this eligibility category is limited to down payment assistance only and would count towards the 15 percent public services cap under 570.201(e).

Potential Resources for Commercial Development Funding Assistance

New Markets Tax Credit (NMTC)

New Markets Tax Credits are designed to provide private-capital gap financing for commercial projects that stimulate economic growth in low-income areas. These credits may cover approximately 25% of an eligible project's cost. A Community Development Entity (CDE) is required to apply for NMTCs. The CDE must have a primary mission of serving low-income communities. There are many national CDEs with which Springfield entities may engage for access to NMTCs.

Business and Community Solutions Division of the Missouri Department of Economic Development

The Business and Community Solutions Division facilitates regional economic growth by addressing economic development challenges with a combination of subject matter expertise, program administration, and innovative problem-solving. This division houses many of the state's core economic development tools and programs, which are used in close collaboration with the Regional Engagement Division to develop tailored solutions for business retention and expansion and community development projects.

American Rescue Plan Act (ARPA)

Other communities have used ARPA resources to create Commercial Corridor Revitalization Plans. Approved uses of ARPA funding include the following activities related to the support for specific types of businesses:

- **Small businesses (fewer than 500 employees) operating in Qualified Census Tracts**
 - Eligible uses of funds:
 - Rehabilitation of commercial properties, storefront improvements, and façade improvements
 - Technical assistance, business incubators & grants for start-up or expansion costs for small businesses
 - Loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees, and mortgage, rent, utility, and other operating costs
 - Technical assistance, counseling, or other services to support business planning
 - Support for micro-businesses, including financial, childcare, and transportation costs

- **Behavioral health**

Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery, support of behavioral health facilities

- **Financial services for the unbanked and underbanked**

Potentially could be used to expand the presence of neighborhood-serving banks and/or credit unions within the commercial district

- **Childcare facilities**

Potentially could be used to add or support childcare facilities within a commercial district

SECTION 5

STATUTORY COMPLIANCE

There are several requirements that must be met before an authority may recommend a redevelopment or urban renewal plan to the governing body of a community pursuant to Section 99.430 within the LCRA Law. The requirements and criteria for completion include:

(1) An authority shall not acquire real property for a land clearance or urban renewal project unless the governing body of the community in which the land clearance project area or urban renewal project area is located has approved the redevelopment or urban renewal plan, as prescribed in subdivision (9) of this Section.

This requirement will be met should the City decide to approve this Redevelopment Plan or any other plan as they are presented in the future.

(2) An authority shall not prepare a redevelopment or an urban renewal plan for a land clearance or urban renewal project area unless the governing body of the community in which the area is located has declared, by resolution or ordinance, the area to be a blighted, or insanitary area in need of redevelopment or in need of rehabilitation.

The findings in the Qualifications Analysis attached hereto as **Appendix B** indicate that the conditions are present for the Area to be declared a Blighted Area. Should the City adopt the findings and declare the Area a Blighted Area under the conditions of the Act, this condition will be met.

(3) An authority shall not recommend a redevelopment or urban renewal plan to the governing body of the community in which the land clearance or urban renewal project area is located until a general plan for the development of the community has been prepared.

The City has adopted the GAP Plan, which constitutes a general plan for that portion of the Area along the Grant Avenue Parkway. The area outside of that portion of the City addressed by the GAP Plan has been subject to planning activities through the adoption of the Vision 20/20 Plan, which was adopted in 2004, and the ForwardSGF Comprehensive Plan, which the City is currently in the process of adopting. These various plans address development of the community.

(4) The authority itself may prepare or cause to be prepared a redevelopment or urban renewal plan, or any person or agency, public or private, may submit such a plan to an authority. A redevelopment or urban renewal plan shall be sufficiently complete to indicate its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements, and the proposed land uses and building requirements in the land clearance or urban renewal project area, and shall include without being limited to:

- (a) *The boundaries of the land clearance or urban renewal project area, with a map showing the existing uses and condition of the real property therein;*
- i. The Boundary Map provided in Appendix A shows the boundaries of the Area.
 - ii. The map titled “Current Land Use in the Area” on page 8 shows existing uses within the Area.
 - iii. The existing conditions maps provided with the Analysis for Designation as a Blighted Area included in Appendix B to this document communicate the condition of real property within the Area.
- (b) *A land use plan showing proposed uses of the area;*
- i. The intent of this Redevelopment Plan is to facilitate the implementation of the community’s goals. The GAP Plan and Forward SGF Comprehensive Plan contain the mapping and supporting graphics that form the basis for the General Land Use Plan of this Redevelopment Plan. The land uses and development for areas located adjacent to Grant Avenue shall conform with the GAP Plan contained in Appendix C, and the land uses and development for areas located outside the GAP Plan area shall adhere to the future placetypes shown in the map on page 18. To that end, this Redevelopment Plan conforms with the GAP Plan and the City’s Comprehensive Plan as may be amended from time to time. Should any amendments to the GAP Plan or Comprehensive Plan be made in the future, which result in modifications to the future placetypes map or the GAP Plan contained herein, this Redevelopment Plan shall be deemed to be amended accordingly.
- (c) *Information showing the standards of population densities, land coverage, and building intensities in the area after redevelopment or urban renewal;*
- i. The standards of population densities, land coverage, and building intensities within the Area are subject to the zoning regulations addressing all property in the Area, which zoning regulations govern density, land coverage, and building intensities. These zoning regulations are communicated on pages 9 and 15.
- (d) *A statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes, and ordinances;*
- i. This Plan does not propose any changes in zoning ordinances or maps, street layouts, street levels or grades, building codes, and ordinances.
- (e) *A statement as to the kind and number of additional public facilities or utilities which will be required in the area after redevelopment or urban renewal; and*
- i. As the Area is served by public facilities and utilities, and certain public improvements are currently underway, this Plan does not contemplate that any additional public facilities or utilities will be required after redevelopment or urban renewal.

(f) *A schedule indicating the estimated length of time needed for completion of each phase of the plan.*

- i. The estimated time for completion of this Redevelopment Plan is 20 years beginning at adoption. Should the City determine that additional activities are required, this time frame may be extended. Therefore, this requirement has been met.

The definite local objective of this Redevelopment Plan is to eliminate the conditions which qualify the City as a blighted area under Chapter 353 and the LCRA Law. The City intends to facilitate the redevelopment of deteriorated structures where appropriate.

In addition to these requirements, the following requirements of the Act will be undertaken.

(5) Prior to recommending a redevelopment or urban renewal plan to the governing body for approval, an authority shall submit the plan to the planning agency, if any, of the community in which the land clearance or urban renewal project area is located for review and recommendations as to its conformity with the general plan for the development of the community as a whole. The planning agency shall submit its written recommendations with respect to the proposed redevelopment or urban renewal plan to the authority within thirty days after receipt of the plan for review. Upon receipt of the recommendations of the planning agency, or if no recommendations are received within the thirty days, then without the recommendations, an authority may recommend the redevelopment or urban renewal plan to the governing body of the community for approval.

(6) Prior to recommending a redevelopment or urban renewal plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the land clearance or urban renewal project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted and harmonious development of the community and its environs which, in accordance with present and future needs, will promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or insanitary areas, or conditions of blight or deterioration, and the provision of adequate, safe and sanitary dwelling accommodations.

(7) The recommendation of a redevelopment or urban renewal plan by an authority to the governing body shall be accompanied by the recommendations, if any, of the planning commission concerning the redevelopment or urban renewal plan; a statement of the proposed method, and estimated cost of the acquisition and preparation

for redevelopment or urban renewal of the land clearance or urban renewal project area and the estimated proceeds or revenues from its disposal to redevelopers; a statement of the proposed method of financing the project; a statement of a feasible method proposed for the relocation of families to be displaced from the land clearance or urban renewal project area; and a schedule indicating the estimated length of time needed for completion of each phase of the plan.

(8) The governing body of the community shall hold a public hearing on any redevelopment or urban renewal plan or substantial modification thereof recommended by the authority, after public notice thereof by publication in a newspaper of general circulation in the community once each week for two consecutive weeks, the last publication to be at least ten days prior to the date set for hearing. The notice shall describe the time, date, place, and purpose of the hearing and shall also generally identify the area to be covered by the plan. All interested parties shall be afforded at the public hearing a reasonable opportunity to express their views respecting the proposed redevelopment or urban renewal plan.

Conformance with City Code

Section 40-19 of the City Code allows flexibility regarding the applicability of this article to ensure that tax abatement is available for future redevelopment of an area of the City that contains widespread evidence of blighting factors, where an overall plan for redevelopment is required to address blighting factors. The City, by resolution, shall have the authority to designate and declare that a redevelopment plan qualifies as a multi-project redevelopment plan. For the purposes of Section 40-19, factors that the Council shall consider when designating a redevelopment plan as a multi-project redevelopment plan shall include:

1. Size of the redevelopment area;
2. If land assemblage is required;
3. Whether the entire scope of the potential redevelopment project within the redevelopment area is known at the time of application;
4. Whether the redevelopment plan was initiated by the City to facilitate development in an area; and
5. Whether there are multiple land owners of discrete parcels or properties within the redevelopment area.

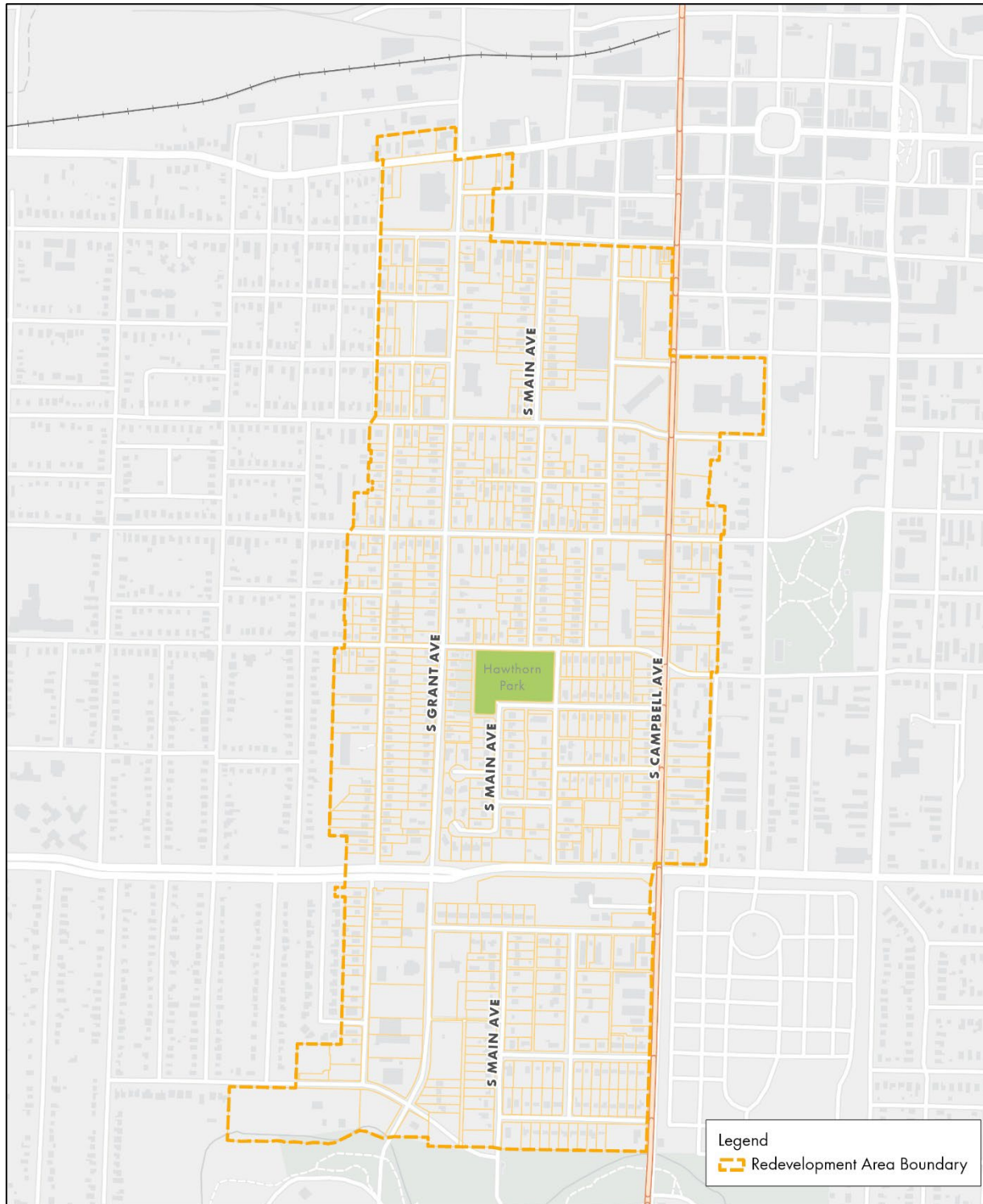
The ways in which this Plan responds to these criteria are as follows:

1. The Area is large. The Area includes approximately 265.30 acres of land and many parcels.
2. Land assemblage may be required by developers undertaking redevelopment projects within the Area.
3. The scope of potential redevelopment activity is known and described herein; however, the entire scope (i.e., financing parameters, development costs associated with individual projects, and terms of tax abatement for individual projects) is not yet known.
4. This Plan was initiated by the City to facilitate development within the Area.

5. There are multiple land owners of discrete parcels or properties within the Area.

APPENDICES

APPENDIX A - BOUNDARY MAP AND LEGAL DESCRIPTION OF THE AREA

EXHIBIT A-1**Description of Redevelopment Area Boundary****REDEVELOPMENT AREA BOUNDARY**

GRANT AVENUE QUALIFICATIONS ANALYSIS
Springfield, Missouri



REDEVELOPMENT AREA BOUNDARY DESCRIPTION

PART OF SECTIONS 23, 24, AND 26 IN TOWNSHIP 29 NORTH, RANGE 22 WEST IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 60 OF R. A. MCCLUER'S ADDITION TO THE CITY OF SPRINGFIELD, MISSOURI ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK A, PAGE 31, SAID CORNER BEING ON THE SOUTH RIGHT-OF-WAY LINE OF A 20-FOOT ALLEY; THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ALLEY TO THE WEST RIGHT-OF-WAY LINE OF GRANT AVENUE; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF GRANT AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF COLLEGE STREET, SAID EXTENSION PROJECTED WESTERLY FROM EAST OF GRANT AVENUE; THENCE EASTERLY ALONG SAID EXTENSION AND THEN ALONG THE SOUTH RIGHT-OF-WAY LINE OF COLLEGE STREET TO A POINT 1.5 FEET WEST OF THE EAST LINE OF LOT 3 OF ABBOTT'S SUBDIVISION ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK A, PAGE 43, SAID POINT BEING ON THE EAST LINE OF A PARCEL OF LAND DEEDED TO DONALD T. MITCHELL AND TANNIE V. MILLER AS DESCRIBED IN BOOK 2016, PAGE 040892-16 AT THE GREENE COUNTY RECORDER'S OFFICE; THENCE SOUTH ALONG THE EAST LINE OF SAID MITCHELL/MILLER PARCEL TO THE NORTH RIGHT-OF-WAY LINE OF MCDANIEL STREET; THENCE WESTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF MCDANIEL STREET TO THE NORTHERLY EXTENSION OF THE WEST BOUNDARY OF THE SIX23 CONDOMINIUMS PROPERTY ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK AAA, PAGE 91; THENCE SOUTH ALONG SAID EXTENSION AND THEN ALONG THE WEST BOUNDARY OF SAID SIX23 CONDOMINIUMS AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH RIGHT-OF-WAY LINE OF WALNUT STREET; THENCE EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF WALNUT STREET TO THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF ELM STREET, SAID EXTENSION PROJECTED WESTERLY FROM EAST OF CAMPBELL AVENUE; THENCE EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF ELM STREET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH AVENUE; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH AVENUE TO THE NORTH RIGHT-OF-WAY LINE OF MT. VERNON STREET; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF MT. VERNON STREET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 1 OF P.C. STEPHENS ADDITION TO THE CITY OF SPRINGFIELD ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK E, PAGE 36; THENCE SOUTH ALONG SAID EXTENSION AND THEN ALONG THE WEST LINE OF LOT 1 OF SAID P.C. STEPHENS ADDITION TO THE SOUTHWEST CORNER THEREOF, SAID CORNER BEING ON THE NORTH LINE OF A PARCEL OF LAND DEEDED TO ERNEST NOEL PIERCE AND ANNA MARIE PIERCE AS DESCRIBED IN BOOK 2015, PAGE 017592-15 AT THE GREENE COUNTY RECORDER'S OFFICE; THENCE WEST ALONG THE NORTH LINE OF SAID PIERCE PARCEL TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID PIERCE PARCEL TO THE NORTHWEST CORNER OF A PARCEL OF LAND DEEDED TO HARRY ROBERT STEELMAN AND BEVERLY G. STEELMAN AS DESCRIBED IN BOOK 2471, PAGE 1913 AT THE GREENE COUNTY RECORDER'S OFFICE; THENCE SOUTH ALONG THE WEST LINE OF SAID STEELMAN PARCEL TO THE NORTHWEST CORNER OF A PARCEL OF LAND DEEDED TO DONALD DEAN EVERTS, II AND WENDY ARETA EVERTS AS DESCRIBED IN

BOOK 2021, PAGE 038523-21 AT THE GREENE COUNTY RECORDER'S OFFICE; THENCE SOUTH ALONG THE WEST LINE OF SAID EVERTS PARCEL TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID EVERTS PARCEL TO THE NORTHWEST CORNER OF A PARCEL OF LAND DEEDED TO PALISADES PROPERTIES, LLC AS DESCRIBED IN BOOK 2022, PAGE 013832-22 AT THE GREENE COUNTY RECORDER'S OFFICE; THENCE SOUTH ALONG THE WEST LINE OF SAID PALISADES PROPERTIES PARCEL TO THE NORTHWEST CORNER OF A PARCEL OF LAND DEEDED TO MORUS PROPERTIES, LLC AS DESCRIBED IN BOOK 2022, PAGE 016772-22 AT THE GREENE COUNTY RECORDER'S OFFICE; THENCE SOUTH ALONG THE WEST LINE OF SAID MORUS PROPERTIES PARCEL TO THE NORTH RIGHT-OF-WAY LINE OF STATE STREET; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE STREET TO THE NORTHERLY EXTENSION OF THE WEST BOUNDARY OF J.A. STEPHENS ADDITION TO THE CITY OF SPRINGFIELD ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK A, PAGE 9; THENCE SOUTH ALONG SAID EXTENSION AND THEN ALONG THE WEST BOUNDARY OF SAID J.A. STEPHENS ADDITION AND THE SOUTHERLY EXTENSION THEREOF TO THE NORTH RIGHT-OF-WAY LINE OF MADISON STREET; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF MADISON STREET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF PATTON AVENUE (ALLEY);

THENCE SOUTH ALONG SAID EXTENSION AND THEN ALONG THE WEST RIGHT-OF-WAY LINE OF PATTON AVENUE (ALLEY) TO THE NORTH RIGHT-OF-WAY LINE OF GRAND STREET; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF GRAND STREET TO THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF GRAND STREET WITH THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE; THENCE SOUTHWESTERLY TO AN ANGLE POINT ON THE EAST LINE OF LOT 1 OF MILES GEORGE – PARKVIEW SUBDIVISION PLAT 2, ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK AAA, PAGE 371, SAID ANGLE POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE; THENCE SOUTH ALONG SAID RIGHT-OF-WAY LINE AND THE EAST LINE OF SAID LOT 1 TO THE NORTH LINE OF LOT 7 IN BLOCK 1 OF MILES-GEORGE PARKVIEW SUBDIVISION ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK Q, PAGE 9; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 7 AND THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE TO THE NORTHEAST CORNER OF SAID LOT 7 ON THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE TO THE SOUTHEAST CORNER OF BLOCK "C" OF THE AMENDED PLAT OF THE SE AND SW BLOCKS OF HOLMAN'S MAPLE PARK ADDITION ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK K, PAGE 44; THENCE WEST ALONG THE SOUTH BOUNDARY OF BLOCK "C" OF SAID AMENDED PLAT OF HOLMAN'S MAPLE PARK ADDITION TO THE SOUTHWEST CORNER THEREOF ON THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTHWESTERLY TO THE SOUTHEAST CORNER OF LOT 30 OF HOLMAN PLACE ADDITION ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK C, PAGE 91; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 30 AND THE EXTENSION THEREOF TO THE SOUTHEAST CORNER OF LOT 60 OF SAID HOLMAN PLACE ADDITION; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 60 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 60 TO THE SOUTHEAST CORNER OF THE PARCEL OF LAND DEEDED TO REALTY INCOME CORPORATION AS DESCRIBED IN BOOK 2006, PAGE 051183-06 AT THE GREENE

COUNTY RECORDER'S OFFICE; THENCE WEST ALONG THE SOUTH LINE OF SAID REALTY INCOME CORPORATION PARCEL TO THE SOUTHWEST CORNER THEREOF ON THE EASTERLY RIGHT-OF-WAY LINE OF GRANT AVENUE; THENCE SOUTHWESTERLY TO THE CENTER OF FASSNIGHT CREEK; THENCE WESTERLY ALONG THE CENTER OF FASSNIGHT CREEK TO THE EAST BOUNDARY OF GREENHOUSE ESTATE, A SUBDIVISION IN THE CITY OF SPRINGFIELD ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK RR, PAGE 75; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID GREENHOUSE ESTATE TO THE SOUTH RIGHT-OF-WAY LINE OF CATALPA STREET; THENCE EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF CATALPA STREET TO THE SOUTHERLY EXTENSION OF THE EAST BOUNDARY OF MOBLEY SECOND SUBDIVISION ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK L, PAGE 50; THENCE NORTH ALONG SAID EXTENSION AND THEN ALONG THE EAST BOUNDARY OF SAID MOBLEY SECOND SUBDIVISION TO THE SOUTHWEST CORNER OF GRAND PLACE ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK YY, PAGE 54; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID GRAND PLACE ADDITION TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID GRAND PLACE ADDITION TO THE NORTHEAST CORNER THEREOF ON THE SOUTH LINE OF A PARCEL OF LAND DEEDED TO COWHERD PROPERTIES IV LLC AS DESCRIBED IN BOOK 2022, PAGE 006510-22 (TRACT II) AT THE GREENE COUNTY RECORDER'S OFFICE; THENCE WEST ALONG THE SOUTH LINE OF SAID COWHERD PROPERTIES IV PARCEL TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF SAID COWHERD PROPERTIES IV PARCEL TO THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG THE NORTH LINE OF SAID COWHERD PROPERTIES IV PARCEL TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 35 OF E.N. FERGUSON TRUSTEE ADDITION TO THE CITY OF SPRINGFIELD ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK I, PAGE 32; THENCE NORTH ALONG SAID EXTENSION AND THEN ALONG THE EAST LINE OF LOT 35 OF SAID E.N. FERGUSON TRUSTEE ADDITION TO THE NORTHEAST CORNER THEREOF ON THE SOUTH LINE OF LOT 31 OF SAID E.N. FERGUSON TRUSTEE ADDITION; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 31 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINES OF LOTS 31, 30, AND 29 OF SAID E.N. FERGUSON TRUSTEE ADDITION TO AN ANGLE POINT ON THE WEST LINE OF SAID LOT 29; THENCE NORTH TO THE NORTHEAST CORNER OF LOT 18 OF SOUTH

PARK ADDITION TO THE CITY OF SPRINGFIELD ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK B, PAGE 119; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SOUTH PARK ADDITION TO THE SOUTH RIGHT-OF-WAY LINE OF MADISON STREET; THENCE EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF MADISON STREET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 14 OF JAS. M. KIRBY'S ADDITION TO THE CITY OF SPRINGFIELD ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK C, PAGE 40; THENCE NORTH ALONG SAID EXTENSION AND THEN ALONG THE EAST BOUNDARY OF SAID JAS. M. KIRBY'S ADDITION TO THE SOUTHEAST CORNER OF LOT 8 OF SAID JAS. M. KIRBY'S ADDITION; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 8 AND ALONG THE NORTH LINE OF A 20-FOOT ALLEY TO THE SOUTHWEST CORNER OF THE EAST 6.5 FEET OF SAID LOT 8; THENCE NORTH ALONG THE WEST LINE OF THE EAST 6.5 FEET OF SAID LOT 8 TO THE NORTHWEST CORNER THEREOF ON THE SOUTH RIGHT-OF-WAY LINE OF MONROE

STREET; THENCE NORTHERLY TO THE SOUTHEAST CORNER OF LOT 7 OF SAID JAS. M. KIRBY'S ADDITION ON THE NORTH RIGHT-OF-WAY LINE OF MONROE STREET; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID JAS. M. KIRBY'S ADDITION TO THE SOUTH RIGHT-OF-WAY LINE OF STATE STREET; THENCE NORTHEASTERLY TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE STREET, SAID POINT BEING THE SOUTHWEST CORNER OF THE EAST 10 FEET OF THE SOUTH 200 FEET OF LOT 2 OF JAMES M. KIRBY'S SUBDIVISION OF LOTS 2 AND 7 AND WEST HALF OF LOTS 1 AND 8, D.L. FULBRIGHT'S ADDITION TO THE CITY OF SPRINGFIELD ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK C, PAGE 46; THENCE NORTH ALONG THE WEST LINE OF THE EAST 10 FEET OF THE SOUTH 200 FEET OF LOT 2 OF SAID JAMES M. KIRBY'S SUBDIVISION TO THE NORTHWEST CORNER THEREOF; THENCE EAST 10 FEET TO THE NORTHWEST CORNER OF LOT 1 OF SAID JAMES M. KIRBY'S SUBDIVISION; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHEAST CORNER THEREOF; THENCE NORTH ALONG THE EAST LINE OF SAID JAMES M. KIRBY'S SUBDIVISION, 18 FEET; THENCE LEAVING SAID EAST LINE, EAST 28 FEET; THENCE NORTH 51 FEET; THENCE WEST 28 FEET TO THE EAST LINE OF SAID JAMES M. KIRBY'S SUBDIVISION; THENCE NORTH ALONG THE EAST LINE OF SAID JAMES M. KIRBY'S SUBDIVISION, 113 FEET; THENCE LEAVING SAID EAST LINE, EAST 13.5 FEET; THENCE NORTH 71 FEET; THENCE WEST TO THE EAST LINE OF SAID JAMES M. KIRBY'S SUBDIVISION; THENCE NORTH ALONG SAID EAST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF MT. VERNON STREET; THENCE NORTHEASTERLY TO THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MT. VERNON STREET WITH THE EAST RIGHT-OF-WAY LINE OF DOUGLAS AVENUE (ALLEY); THENCE NORTH ALONG THE EAST RIGHT-OF-WAY LINE OF DOUGLAS AVENUE (ALLEY) TO THE NORTH RIGHT-OF-WAY LINE OF COLLEGE STREET; THENCE WESTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF COLLEGE STREET TO THE SOUTHEAST CORNER OF LOT 60 OF R. A. MCCLUER'S ADDITION TO THE CITY OF SPRINGFIELD, MISSOURI ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK A, PAGE 31; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 60 TO THE POINT OF BEGINNING.

APPENDIX B

ANALYSIS FOR DESIGNATION AS A BLIGHTED AREA

Grant Avenue Parkway Redevelopment Area Qualifications Study

October 3, 2022

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SECTION 1

AREA DESCRIPTION AND BACKGROUND

In 2019, the City of Springfield, Missouri (the "City") was awarded a BUILD Grant from the U.S. Department of Transportation, which allowed the process of improving the infrastructure and quality of development along a three-mile section of Grant Avenue between West Sunshine Street and West College Street (the "GAP Corridor"). In March 2021, the Grant Avenue Corridor Plan, which acts as a guide for development decisions in the neighborhoods and public spaces adjacent to Grant Avenue, was adopted by the City as an element of the City's Comprehensive Plan. The Grant Avenue Corridor Plan focuses on those areas adjacent to the Parkway that are generally within 500 feet east and west of the Grant Avenue centerline. The Plan includes recommendations and strategies to encourage the creation of unique places and individualized identity, emphasizing new development designed at a pedestrian scale.

The Redevelopment Area consists of approximately 265.30 acres (213 acres, exclusive of public right-of-way) and contains 699 parcels owned by 517 unique entities. All properties are within the corporate limits of the City. The Redevelopment Area is located in the central portion of the City, just south of the downtown area. The Redevelopment Area extends southward from West Olive Street, ending at West Catalpa Street. The Redevelopment Area extends east to include properties fronting South Campbell Avenue and west to include properties fronting South Douglas Avenue.

The Redevelopment Area's boundary is shown in the exhibit entitled **Redevelopment Area Boundary** included in **Appendix A** and further described in the written boundary description also contained in **Appendix A**.

The exhibit entitled **Current Land Use in Redevelopment Area** in **Appendix B** shows the current land uses of the Redevelopment Area. Notable properties within the Redevelopment Area, which are likely to remain, include:

- Mothers Brewing Company (approximately 40,125 sq. ft.) - Mother's Brewing Company is located in the former home of a Butternut bread bakery owned by Hostess Brands. The bakery was closed in 2009 when the company faced financial difficulties. A local entrepreneur purchased the building in 2010 and converted the bakery into a microbrewery and tap room. Renovations were completed by May 2011.
- A Walmart Neighborhood Market (grocery store) (approximately 41,996 sq. ft.).
- The Campbell Early Childhood Center - a ten-classroom education facility that serves up to 200 pre-kindergarten students.
- Several religious institutions and churches.

The Redevelopment Area is comprised of fourteen different zoning types. The majority of property (approximately 53 percent) within the Redevelopment Area is zoned for various types of residential. However, 32 percent of the Redevelopment Area is comprised of property zoned Grant Avenue Parkway District ("GAP District"). The GAP District is comprised of unique areas with varying patterns of development, architectural styles, and visions as established in the Grant Avenue Parkway Corridor Plan. The GAP District contains six subdistricts.

Subdistrict A.

Subdistrict A, generally located from College Street to Walnut Street at the north end of the GAP district, shall be prioritized for mixed use development. New development in this subdistrict shall complement nearby downtown urban-scale development and provide for the integration and transition of these uses into a more traditional neighborhood form.

Subdistrict B.

Subdistrict B, generally located from Walnut Street to Elm Street, is intended to accommodate the renovation of existing residential structures or their conversion to neighborhood-scale home businesses. The subdistrict also accommodates mixed use or multifamily residential development to create a seamless transition to adjacent subdistricts A and C.

Subdistrict C.

Subdistrict C, generally located from Elm Street to Mt. Vernon Street, is intended to be a local-serving, mixed use neighborhood center that is compatible with the West Central neighborhood. The subdistrict allows for the conversion of existing properties to preserve their historic integrity and extend their economic life by allowing owners to justify expenditures for repairs and modernization.

Subdistrict D.

Subdistrict D, generally located from Mt. Vernon Street to Grand Street, is intended to be a mixed residential corridor. This subdistrict is intended to accommodate reinvestment in existing homes and new development of higher-density housing types that blend seamlessly with existing nearby residences.

Subdistrict E.

Subdistrict E, generally surrounding the intersections of Grant Avenue and Grand Street and Grant Avenue and Catalpa Street, is intended to accommodate local-serving, mixed use neighborhood centers that benefit from traffic along Grand Street and the connection of Fasnicht Park at Catalpa Street. New development in this subdistrict should complement the entrance to Fasnicht Park and connect to the Fasnicht Creek Greenway trail.

Subdistrict F.

Subdistrict F, generally located along Grant Avenue at Delmar Street and Loren Street and along Catalpa Street west of Grant Avenue, is intended to accommodate higher density development to support the adjacent neighborhood retail nodes.

Approximately 11 percent of the property within the Redevelopment Area is zoned for varying types of commercial; however, it should be noted that the Grant Avenue Parkway zoning designation also allows for commercial land uses.

SECTION 2

BASIS FOR DESIGNATION AS A BLIGHTED AREA

PGAV examined existing conditions to determine whether the Area qualifies for the use of certain economic and community development tools. These tools include the Urban Redevelopment Corporations Law as found in Chapter 353, RSMo ("Chapter 353") and the Land Clearance for Redevelopment Authority Law (the "LCRA Law") as found in Sections 99.300 – 99.715, RSMo.

Chapter 353 allows cities and counties to:

- (1) Identify and designate redevelopment areas that qualify as "Blighted Areas;"
- (2) Adopt development plans that designate areas in need of redevelopment and state the objectives to be attained and the redevelopment projects to be undertaken.
- (3) Approve redevelopment projects for implementation of such development plan(s); and
- (4) Utilize the tools set forth in Chapter 353 to assist in reducing or eliminating those factors and conditions that cause the area to qualify as a "Blighted Area" through the completion of a redevelopment project.

The LCRA Law allows cities and counties to:

- (1) Allow for the abatement of real property taxes, which provides a means to leverage private investment and redevelopment in accordance with an adopted redevelopment plan;
- (2) Acquire blighted or insanitary areas or portions thereof, including lands, structures, or improvements the acquisition of which is necessary or incidental to the proper clearance, development, or redevelopment of the blighted or insanitary areas or the prevention of the spread or recurrence of substandard or insanitary conditions or conditions of blight;
- (3) Clear any such areas by demolition or removal of existing buildings, structures, streets, utilities, or other improvements thereon and install, construct or reconstruct roads, utilities, and site improvements essential to the preparation of sites for uses in accordance with a redevelopment plan;
- (4) Sell, lease, or otherwise make available land in such areas for residential, recreational, commercial, industrial, other use, or public use or to retain such land for public service, in accordance with a redevelopment plan; and
- (5) Develop, construct, reconstruct, rehabilitate, repair, or improve residences, houses, buildings, structures, and other facilities.

SECTION 3

ANALYSIS OF BLIGHTED AREA FACTORS

INTRODUCTION

This Section documents the conditions found to be present in the Area and contains the analysis of how such conditions cause the Area to be a "Blighted Area" according to Chapter 353 and the LCRA Law. Both statutes define a "Blighted Area" as having the same meaning as defined pursuant to Section 99.805(1) RSMo, which is as follows:

"Blighted Area" an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or menace to the public health, safety, or welfare in its present condition and use;
Mo. Rev. Stat. §99.805(1)

As such, blight conditions may be physical, such as "insanitary or unsafe conditions," "deterioration of site improvements," or "the existence of such conditions which endanger life or property by fire and other causes."

This analysis is based upon on-site investigations of the Area conducted by PGAV PLANNERS staff on January 11, 2022, and February 17, 2022, in addition to the information provided by the staff of the City of Springfield and the Greene County Assessor. PGAV PLANNERS staff also relied upon its extensive experience, real estate market knowledge, and professional expertise in preparing the analysis. Geotagged photographs illustrating representative blighting conditions were taken during the site visit and are displayed in **Appendix C – Existing Conditions Photos**. Blighting factors for each parcel in the Area are also identified in the various maps in **Appendix B**. This report will not reflect changes in conditions or events after the date of the site visits or publication of this report.

EXISTING CONDITIONS

As indicated above, PGAV PLANNERS staff conducted multiple field investigations of observable conditions in the Redevelopment Area. During these field investigations, physical conditions were observed related to the state of housing and commercial buildings. Certain areas of the Redevelopment Area were in far worse shape than others. Evidence of long-term disinvestment was often observed and concentrated west of Grant Avenue.

INSANITARY OR UNSAFE CONDITIONS

Insanitary Conditions are often evidenced by litter, illegal dumping, conditions that attract or contribute to vermin, or a combination of such conditions. Unsafe conditions are evidenced by a lack of proper public infrastructure adequate for ensuring the public's safety and are contributed to by the deterioration of site improvements. Unsafe conditions are also often represented by a lack of or deficiencies in public utility or roadway infrastructure, deteriorated buildings or site conditions, or the presence of continued crime. Such conditions may include poorly lit or unlit areas, cracked or uneven sidewalks, poor drainage, uneven grading or steep slopes, and improperly screened trash dumpsters that create loose litter and debris that can serve as breeding places for rodents or insects. Empty structures and storefronts that may be susceptible to vandalism or arson activities are also examples of insanitary and unsafe conditions.

Summary of Findings Regarding Insanitary and Unsafe Conditions:

Approximately 46 properties within the Redevelopment Area exhibited signs of insanitary or unsafe conditions. The conditions included vacant structures, public dumping, excessive litter, farm animals (chickens and ducks) in streets, and areas with overgrown vegetation that act as habitats for vermin.

Both site visits by PGAV staff revealed that pedestrian and disabled access throughout the Redevelopment Area is difficult. Sidewalks and pedestrian footpaths were disjointed and in disrepair. These conditions lead to hazardous conditions for pedestrians, especially those pedestrians with disabilities. Every sidewalk located on Grant Avenue has utility poles within sidewalk areas, spaced approximately 30 feet apart, which causes pedestrians to trespass onto private property or step into the roadway to bypass each pole. Unmarked crosswalks with no accommodations for persons with disabilities, such as truncated domes, were also prevalent within the Redevelopment Area.

Due to the age of the homes in the Area (built prior to 1978), it is likely that asbestos and lead-based paint are present within each building's interior and exterior finishes. As structures deteriorate, asbestos and lead-based paints can become exposed to the atmosphere creating health hazards for the public. This problem becomes exacerbated as time goes on. Older homes and buildings can also contain mercury-containing thermostats, and ballasts containing fluorescent bulbs (mercury). The older HVAC systems in many of these homes also contain chlorofluorocarbons (CFCs) which are known to destroy the earth's protective ozone and contribute to climate change.¹

Vacant buildings represent insanitary and unsafe conditions as they can typically become locations for vagrancy when left unsecured. Although no interior site inspections occurred, PGAV staff noted that at least 24 buildings within the Area appeared vacant when observed from the street. Many of these structures are dilapidated or require major rehabilitation. Some buildings indicated evidence of recent break-ins or criminal trespassing. While the high visibility of these buildings on the highly traveled roadways of Grant Avenue and South Campbell Avenue may deter such an event, the rear of these buildings are not visible from the street and are unlit at night due to disconnected utilities.

¹ <https://www.pca.state.mn.us/air/chlorofluorocarbons-cfcs-and-hydrofluorocarbons-hfcs>

Fires in vacant buildings have become a matter of increasing concern. Vacant structures often present a higher probability of risk. Fires in empty buildings are also more likely to have been intentionally set and likely to spread beyond the building than fires in other structures. They also cause a disproportionate share of firefighter injuries.² PGAV observed 24 structures as vacant during the site visit. It should be noted that this is a conservative figure, as no interior inspections occurred, and vacancy could only be observed from the exterior of the property. In most cases, vacancy was only recorded if the structure had boarded-up windows or if the electric meters were absent. These conditions create an atmosphere that fosters criminal activity and puts a strain on City resources.

The presence of these conditions retards the provision of housing accommodations and constitutes an economic or social liability, and is a menace to the public, health, safety, morals, or welfare.

DETERIORATION OF SITE IMPROVEMENTS

In general, deterioration refers to the physical and economic decline of the improvements of the Area both in terms of buildings and other above-ground structures; below-grade supporting structures such as water, sewer, and electric utilities; and surface site improvements such as parking areas, access and circulation roadways, drives, and lighting fixtures, signage, etc.

Deterioration may be evident in sound buildings containing minor defects, such as a lack of painting, loose or missing roof tiles, floor or ceiling plates, or holes and cracks over limited areas. The deterioration that is not easily curable and cannot be cured during routine maintenance includes defects in the primary and secondary building components. Primary building components include the foundation, exterior walls, floors, roofs, wiring, plumbing, etc. Secondary building components include the doors, windows, frames, fire escapes, gutters, downspouts, siding, fascia materials, etc.

Summary of Findings Regarding Deterioration of Site Improvements:

The deterioration of site improvements within the Redevelopment Area results from disinvestment in the residential neighborhoods. Approximately 250 parcels, or 36%, of the parcels within the Redevelopment Area show evidence of deterioration. Conditions include damaged and missing exterior building materials, missing or rotting windows and doors, extensive exterior damage, evidence of water intrusion, damage to structural supports or foundations, rusting metal surfaces and deteriorating paint and building materials. In addition to significant building deterioration visible on these parcels, there is often evidence of deteriorating site improvements, including driveways, sidewalks, and steps. Various examples of these conditions are documented in the photos provided in **Appendix C**.

The Redevelopment Area contains a high concentration of older buildings (beyond the 35-year

² NFPA Research, 2018

standard) and corresponding site improvements. Building age has long been recognized as a contributing factor to urban blight. Early federal urban renewal standards from the Housing and Urban Renewal Act dating from the mid to late 1930s established the "35-years old or older" standard found in many state redevelopment statutes. As buildings age, it is recognized that the maintenance requirements of the building will increase as materials reach the end of their usable life, are likely to require replacement or significant rehabilitation, and begin to show their age in terms of outward appearance. Age is also a contributor to obsolescence. Most buildings 35 years and older have not been brought into compliance with evolving building codes and requirements and may no longer be suitable for their original, intended use. Older buildings are often less desirable in the real estate marketplace, and rehabilitation can usually cost more than constructing a new structure of the same size.

Approximately 593 of the 699 parcels (87 percent) within the Redevelopment Area have a structure built before 1987. The median year built for all structures within the Redevelopment Area is 1922. This means that half of the buildings are at least 100 years old.

It should also be noted that approximately 76% of properties that are 35 years and older also exhibited some other physical factor of blight such as deterioration, insanitary and unsafe conditions, or conditions that endanger life or property by fire and other causes.

The presence of both deteriorated improvements and older buildings whose presence within the Redevelopment Area represents a strong correlation to disinvestment, disrepair, and deterioration retards the provision of housing accommodations and constitutes an economic or social liability, and is a menace to the public, health, safety, morals, or welfare.

EXISTENCE OF CONDITIONS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES

The existence of conditions that endanger life or property by fire and other causes includes significant site deterioration and physical deficiencies that represent public health and safety hazards or could cause harm or potential flooding conditions that could threaten life or property. This list is not meant to be all-inclusive, for such conditions may be unique to the Area's circumstances.

Summary of Findings:

The various conditions described in the preceding sections on insanitary or unsafe conditions and deterioration of site improvements within the Redevelopment Area give rise to conditions that endanger life or property by fire and other causes.

MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS OR WELFARE

The combination of the previously described blighting conditions found within the Area constitutes a menace to the public health, safety, morals or welfare.

ECONOMIC LIABILITY

Because of a predominance of insanitary or unsafe conditions, the deterioration of site improvements, and the existence of conditions that endanger life or property by fire and other causes, the Redevelopment Area constitutes an economic liability to the City. The Redevelopment Area is underutilized and has significant challenges to any improvement effort in its present condition and use. The Redevelopment Area has essentially lost much of its revenue generation capacity due to disinvestment and the previously mentioned blighting conditions.

Another typical measure of economic liability for a qualifications analysis is property value and the taxes it produces. Deterioration and disinvestment within the Area have negatively affected property values over the last twelve years. In 2010, the Area received a total valuation of \$16,007,240. In 2021, the Area received a total valuation of \$11,268,171.³ This decline represents a loss of over 29% in real property value for the Area. It also demonstrates that the Area has experienced little to no investment over the last decade. As a comparison, the City of Springfield's overall property value has grown by 24% during the same time period.⁴ Growth in the Federal Consumer Price Index ("CPI") provided by the Bureau of Labor Statistics also shows that Federal inflation ("CPI") also shows that the prices of all goods and services within the United States have grown by 25% over the same time period. Therefore, it is reasonable to believe that any property within the Area that has not increased in value by a minimum of 25% over the same time period can be considered a disinvested property and a potential

³ Greene County Assessor's Office, 2022

⁴ City of Springfield Annual Budget, 2022.

liability to the City. Within the Area, 74 percent of properties (518 properties) have not kept up with inflation.

The map entitled **Assessed Value Change -2010-2021** in **Appendix B** illustrates each parcel's change in valuation since 2010.

The Area's inability to generate reasonable and sustained revenues places the City and other taxing districts where budgets for such services as police, fire, schools, parks, and other municipal services cannot be provided at preferred levels. A drop in revenues that support these or other municipal or district services translates into an economic liability for the residents of Springfield and the beneficiaries of those districts funded by Area real estate, sales, utility, and other business taxes.

SUMMARY

In summation, when combining all of the blighting factors examined in this report, 85% (593) of the Area's properties exhibit one or more factor that contributes to the Area meeting the definition of a "Blighted area," as such term is defined within the Urban Redevelopment Corporations Law, and is a portion of the City that by reason of the predominance of insanitary or unsafe conditions; deterioration of site improvements; or the existence of such conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use.

In addition to the evidence provided in the previous sections, the code enforcement activities within the Redevelopment Area have numbered in the hundreds over the last five years. Since 2017, over 554 individual code enforcement actions have occurred. Some are more serious than others. The various code enforcement actions range from overgrown grass and vegetation to more serious issues, including dangerous buildings. Over the last five years, code enforcement actions have remained relatively steady, between 117 and 95 actions. Concentrations of these actions occur primarily in the areas west of Main Avenue. These concentrations are shown in the map **Concentrations of Code Enforcement Actions** in **Appendix B**.

Redevelopment Area Code Enforcement Actions ¹	
Year	No. of Code Enforcement Actions
2017	82
2018	117
2019	107
2020	96
2021	95
2022	57

¹ 2022 represents a partial year of code enforcement actions.

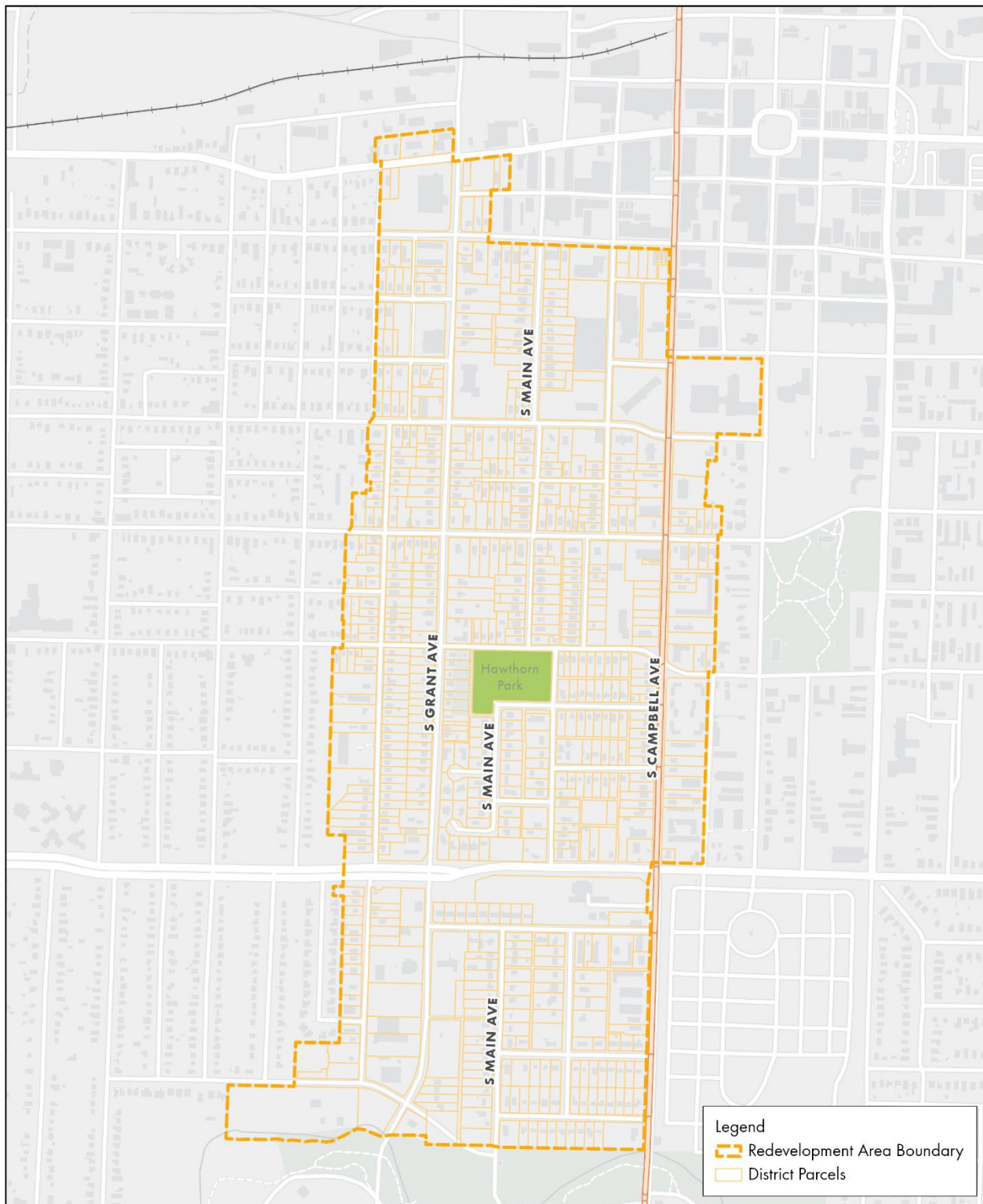
Factors contributing to the above-listed requirements are outlined above and supported by the **Existing Conditions Photos** in **Appendix C**.

Pursuant to Sections 99.805(1), 353.020(2), and 99.320(3) RSMo., PGAV Planners conclude that a predominance and a preponderance of the Area is a "Blighted area."

APPENDICES

APPENDIX A

REDEVELOPMENT AREA BOUNDARY MAP AND LEGAL DESCRIPTION



REDEVELOPMENT AREA BOUNDARY

SOUTH GRANT AVENUE QUALIFICATIONS ANALYSIS
Springfield, Missouri



REDEVELOPMENT AREA BOUNDARY DESCRIPTION

PART OF SECTIONS 23, 24, AND 26 IN TOWNSHIP 29 NORTH, RANGE 22 WEST IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 60 OF R. A. MCCLUER'S ADDITION TO THE CITY OF SPRINGFIELD, MISSOURI ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK A, PAGE 31, SAID CORNER BEING ON THE SOUTH RIGHT-OF-WAY LINE OF A 20-FOOT ALLEY; THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID ALLEY TO THE WEST RIGHT-OF-WAY LINE OF GRANT AVENUE; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF GRANT AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF COLLEGE STREET, SAID EXTENSION PROJECTED WESTERLY FROM EAST OF GRANT AVENUE; THENCE EASTERLY ALONG SAID EXTENSION AND THEN ALONG THE SOUTH RIGHT-OF-WAY LINE OF COLLEGE STREET TO A POINT 1.5 FEET WEST OF THE EAST LINE OF LOT 3 OF ABBOTT'S SUBDIVISION ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK A, PAGE 43, SAID POINT BEING ON THE EAST LINE OF A PARCEL OF LAND DEEDED TO DONALD T. MITCHELL AND TANNIE V. MILLER AS DESCRIBED IN BOOK 2016, PAGE 040892-16 AT THE GREENE COUNTY RECORDER'S OFFICE; THENCE SOUTH ALONG THE EAST LINE OF SAID MITCHELL/MILLER PARCEL TO THE NORTH RIGHT-OF-WAY LINE OF MCDANIEL STREET; THENCE WESTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF MCDANIEL STREET TO THE NORTHERLY EXTENSION OF THE WEST BOUNDARY OF THE SIX23 CONDOMINIUMS PROPERTY ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK AAA, PAGE 91; THENCE SOUTH ALONG SAID EXTENSION AND THEN ALONG THE WEST BOUNDARY OF SAID SIX23 CONDOMINIUMS AND THE SOUTHERLY EXTENSION THEREOF TO THE SOUTH RIGHT-OF-WAY LINE OF WALNUT STREET; THENCE EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF WALNUT STREET TO THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY LINE OF ELM STREET, SAID EXTENSION PROJECTED WESTERLY FROM EAST OF CAMPBELL AVENUE; THENCE EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF ELM STREET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH AVENUE; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH AVENUE TO THE NORTH RIGHT-OF-WAY LINE OF MT. VERNON STREET; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF MT. VERNON STREET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 1 OF P.C. STEPHENS ADDITION TO THE CITY OF SPRINGFIELD ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK E, PAGE 36; THENCE SOUTH ALONG SAID EXTENSION AND THEN ALONG THE WEST LINE OF LOT 1 OF SAID P.C. STEPHENS ADDITION TO THE SOUTHWEST CORNER THEREOF, SAID CORNER BEING ON THE NORTH LINE OF A PARCEL OF LAND DEEDED TO ERNEST NOEL PIERCE AND ANNA MARIE PIERCE AS DESCRIBED IN BOOK 2015, PAGE 017592-15 AT THE GREENE COUNTY RECORDER'S OFFICE; THENCE WEST ALONG THE NORTH LINE OF SAID PIERCE PARCEL TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID PIERCE PARCEL TO THE NORTHWEST CORNER OF A PARCEL OF LAND DEEDED TO HARRY ROBERT STEELMAN AND BEVERLY G. STEELMAN AS DESCRIBED IN BOOK 2471, PAGE 1913 AT THE GREENE COUNTY RECORDER'S OFFICE; THENCE SOUTH ALONG THE WEST LINE OF SAID STEELMAN PARCEL TO THE NORTHWEST CORNER OF A PARCEL OF LAND DEEDED TO DONALD DEAN EVERTS, II AND WENDY ARETA EVERTS AS DESCRIBED IN

BOOK 2021, PAGE 038523-21 AT THE GREENE COUNTY RECORDER'S OFFICE; THENCE SOUTH ALONG THE WEST LINE OF SAID EVERTS PARCEL TO THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID EVERTS PARCEL TO THE NORTHWEST CORNER OF A PARCEL OF LAND DEEDED TO PALISADES PROPERTIES, LLC AS DESCRIBED IN BOOK 2022, PAGE 013832-22 AT THE GREENE COUNTY RECORDER'S OFFICE; THENCE SOUTH ALONG THE WEST LINE OF SAID PALISADES PROPERTIES PARCEL TO THE NORTHWEST CORNER OF A PARCEL OF LAND DEEDED TO MORUS PROPERTIES, LLC AS DESCRIBED IN BOOK 2022, PAGE 016772-22 AT THE GREENE COUNTY RECORDER'S OFFICE; THENCE SOUTH ALONG THE WEST LINE OF SAID MORUS PROPERTIES PARCEL TO THE NORTH RIGHT-OF-WAY LINE OF STATE STREET; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE STREET TO THE NORTHERLY EXTENSION OF THE WEST BOUNDARY OF J.A. STEPHENS ADDITION TO THE CITY OF SPRINGFIELD ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK A, PAGE 9; THENCE SOUTH ALONG SAID EXTENSION AND THEN ALONG THE WEST BOUNDARY OF SAID J.A. STEPHENS ADDITION AND THE SOUTHERLY EXTENSION THEREOF TO THE NORTH RIGHT-OF-WAY LINE OF MADISON STREET; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF MADISON STREET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF PATTON AVENUE (ALLEY);

THENCE SOUTH ALONG SAID EXTENSION AND THEN ALONG THE WEST RIGHT-OF-WAY LINE OF PATTON AVENUE (ALLEY) TO THE NORTH RIGHT-OF-WAY LINE OF GRAND STREET; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF GRAND STREET TO THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF GRAND STREET WITH THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE; THENCE SOUTHWESTERLY TO AN ANGLE POINT ON THE EAST LINE OF LOT 1 OF MILES GEORGE – PARKVIEW SUBDIVISION PLAT 2, ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK AAA, PAGE 371, SAID ANGLE POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE; THENCE SOUTH ALONG SAID RIGHT-OF-WAY LINE AND THE EAST LINE OF SAID LOT 1 TO THE NORTH LINE OF LOT 7 IN BLOCK 1 OF MILES-GEORGE PARKVIEW SUBDIVISION ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK Q, PAGE 9; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 7 AND THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE TO THE NORTHEAST CORNER OF SAID LOT 7 ON THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE; THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE TO THE SOUTHEAST CORNER OF BLOCK "C" OF THE AMENDED PLAT OF THE SE AND SW BLOCKS OF HOLMAN'S MAPLE PARK ADDITION ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK K, PAGE 44; THENCE WEST ALONG THE SOUTH BOUNDARY OF BLOCK "C" OF SAID AMENDED PLAT OF HOLMAN'S MAPLE PARK ADDITION TO THE SOUTHWEST CORNER THEREOF ON THE EAST RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTHWESTERLY TO THE SOUTHEAST CORNER OF LOT 30 OF HOLMAN PLACE ADDITION ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK C, PAGE 91; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 30 AND THE EXTENSION THEREOF TO THE SOUTHEAST CORNER OF LOT 60 OF SAID HOLMAN PLACE ADDITION; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 60 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 60 TO THE SOUTHEAST CORNER OF THE PARCEL OF LAND DEEDED TO REALTY INCOME CORPORATION AS DESCRIBED IN BOOK 2006, PAGE 051183-06 AT THE GREENE

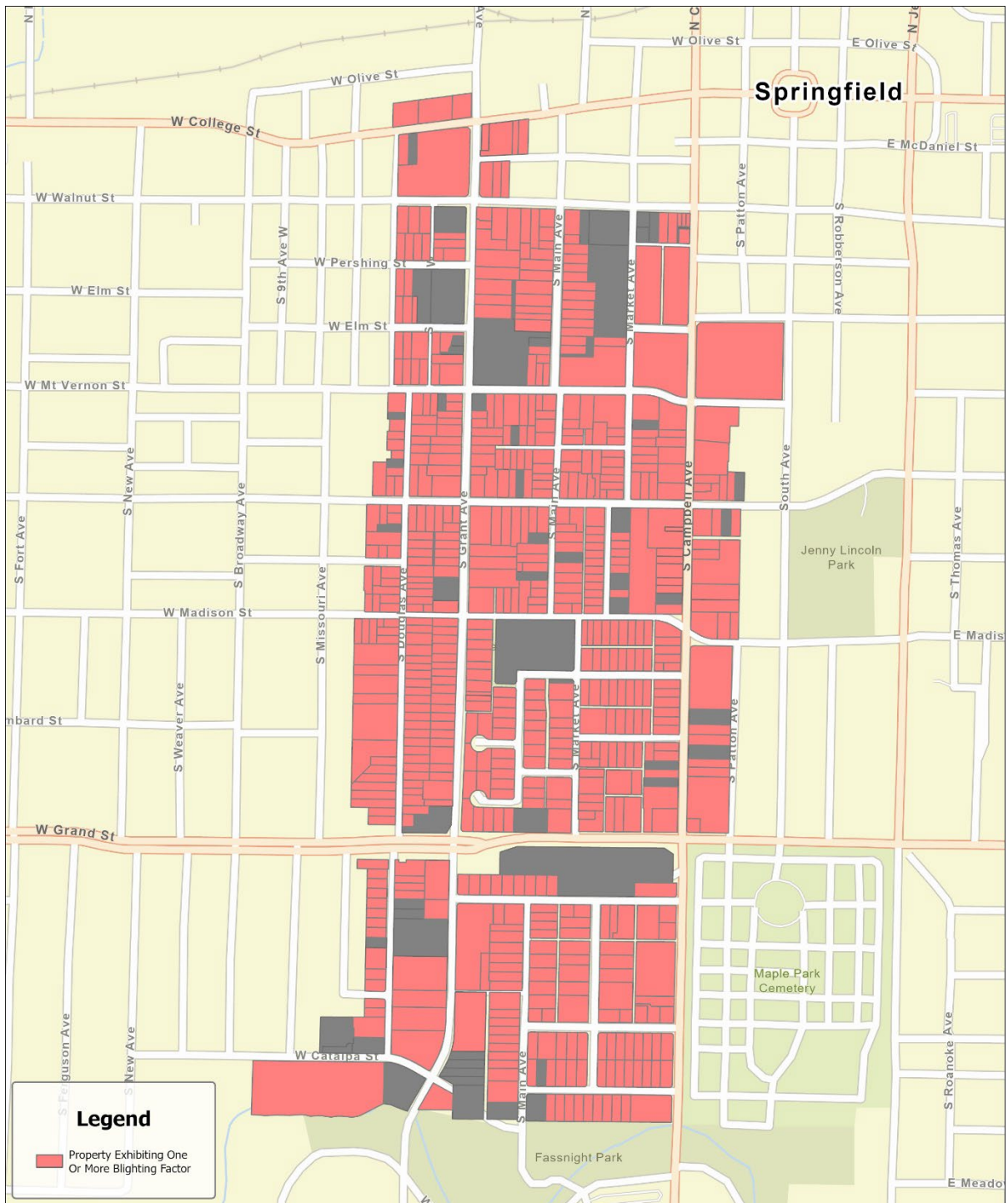
COUNTY RECORDER'S OFFICE; THENCE WEST ALONG THE SOUTH LINE OF SAID REALTY INCOME CORPORATION PARCEL TO THE SOUTHWEST CORNER THEREOF ON THE EASTERLY RIGHT-OF-WAY LINE OF GRANT AVENUE; THENCE SOUTHWESTERLY TO THE CENTER OF FASSNIGHT CREEK; THENCE WESTERLY ALONG THE CENTER OF FASSNIGHT CREEK TO THE EAST BOUNDARY OF GREENHOUSE ESTATE, A SUBDIVISION IN THE CITY OF SPRINGFIELD ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK RR, PAGE 75; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID GREENHOUSE ESTATE TO THE SOUTH RIGHT-OF-WAY LINE OF CATALPA STREET; THENCE EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF CATALPA STREET TO THE SOUTHERLY EXTENSION OF THE EAST BOUNDARY OF MOBLEY SECOND SUBDIVISION ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK L, PAGE 50; THENCE NORTH ALONG SAID EXTENSION AND THEN ALONG THE EAST BOUNDARY OF SAID MOBLEY SECOND SUBDIVISION TO THE SOUTHWEST CORNER OF GRAND PLACE ADDITION, A SUBDIVISION IN THE CITY OF SPRINGFIELD ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK YY, PAGE 54; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID GRAND PLACE ADDITION TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID GRAND PLACE ADDITION TO THE NORTHEAST CORNER THEREOF ON THE SOUTH LINE OF A PARCEL OF LAND DEEDED TO COWHERD PROPERTIES IV LLC AS DESCRIBED IN BOOK 2022, PAGE 006510-22 (TRACT II) AT THE GREENE COUNTY RECORDER'S OFFICE; THENCE WEST ALONG THE SOUTH LINE OF SAID COWHERD PROPERTIES IV PARCEL TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF SAID COWHERD PROPERTIES IV PARCEL TO THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG THE NORTH LINE OF SAID COWHERD PROPERTIES IV PARCEL TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 35 OF E.N. FERGUSON TRUSTEE ADDITION TO THE CITY OF SPRINGFIELD ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK I, PAGE 32; THENCE NORTH ALONG SAID EXTENSION AND THEN ALONG THE EAST LINE OF LOT 35 OF SAID E.N. FERGUSON TRUSTEE ADDITION TO THE NORTHEAST CORNER THEREOF ON THE SOUTH LINE OF LOT 31 OF SAID E.N. FERGUSON TRUSTEE ADDITION; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 31 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINES OF LOTS 31, 30, AND 29 OF SAID E.N. FERGUSON TRUSTEE ADDITION TO AN ANGLE POINT ON THE WEST LINE OF SAID LOT 29; THENCE NORTH TO THE NORTHEAST CORNER OF LOT 18 OF SOUTH

PARK ADDITION TO THE CITY OF SPRINGFIELD ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK B, PAGE 119; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SOUTH PARK ADDITION TO THE SOUTH RIGHT-OF-WAY LINE OF MADISON STREET; THENCE EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF MADISON STREET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 14 OF JAS. M. KIRBY'S ADDITION TO THE CITY OF SPRINGFIELD ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK C, PAGE 40; THENCE NORTH ALONG SAID EXTENSION AND THEN ALONG THE EAST BOUNDARY OF SAID JAS. M. KIRBY'S ADDITION TO THE SOUTHEAST CORNER OF LOT 8 OF SAID JAS. M. KIRBY'S ADDITION; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 8 AND ALONG THE NORTH LINE OF A 20-FOOT ALLEY TO THE SOUTHWEST CORNER OF THE EAST 6.5 FEET OF SAID LOT 8; THENCE NORTH ALONG THE WEST LINE OF THE EAST 6.5 FEET OF SAID LOT 8 TO THE NORTHWEST CORNER THEREOF ON THE SOUTH RIGHT-OF-WAY LINE OF MONROE

STREET; THENCE NORTHERLY TO THE SOUTHEAST CORNER OF LOT 7 OF SAID JAS. M. KIRBY'S ADDITION ON THE NORTH RIGHT-OF-WAY LINE OF MONROE STREET; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID JAS. M. KIRBY'S ADDITION TO THE SOUTH RIGHT-OF-WAY LINE OF STATE STREET; THENCE NORTHEASTERLY TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE STREET, SAID POINT BEING THE SOUTHWEST CORNER OF THE EAST 10 FEET OF THE SOUTH 200 FEET OF LOT 2 OF JAMES M. KIRBY'S SUBDIVISION OF LOTS 2 AND 7 AND WEST HALF OF LOTS 1 AND 8, D.L. FULBRIGHT'S ADDITION TO THE CITY OF SPRINGFIELD ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK C, PAGE 46; THENCE NORTH ALONG THE WEST LINE OF THE EAST 10 FEET OF THE SOUTH 200 FEET OF LOT 2 OF SAID JAMES M. KIRBY'S SUBDIVISION TO THE NORTHWEST CORNER THEREOF; THENCE EAST 10 FEET TO THE NORTHWEST CORNER OF LOT 1 OF SAID JAMES M. KIRBY'S SUBDIVISION; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHEAST CORNER THEREOF; THENCE NORTH ALONG THE EAST LINE OF SAID JAMES M. KIRBY'S SUBDIVISION, 18 FEET; THENCE LEAVING SAID EAST LINE, EAST 28 FEET; THENCE NORTH 51 FEET; THENCE WEST 28 FEET TO THE EAST LINE OF SAID JAMES M. KIRBY'S SUBDIVISION; THENCE NORTH ALONG THE EAST LINE OF SAID JAMES M. KIRBY'S SUBDIVISION, 113 FEET; THENCE LEAVING SAID EAST LINE, EAST 13.5 FEET; THENCE NORTH 71 FEET; THENCE WEST TO THE EAST LINE OF SAID JAMES M. KIRBY'S SUBDIVISION; THENCE NORTH ALONG SAID EAST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF MT. VERNON STREET; THENCE NORTHEASTERLY TO THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MT. VERNON STREET WITH THE EAST RIGHT-OF-WAY LINE OF DOUGLAS AVENUE (ALLEY); THENCE NORTH ALONG THE EAST RIGHT-OF-WAY LINE OF DOUGLAS AVENUE (ALLEY) TO THE NORTH RIGHT-OF-WAY LINE OF COLLEGE STREET; THENCE WESTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF COLLEGE STREET TO THE SOUTHEAST CORNER OF LOT 60 OF R. A. MCCLUER'S ADDITION TO THE CITY OF SPRINGFIELD, MISSOURI ACCORDING TO THE PLAT FILED AT THE GREENE COUNTY RECORDER'S OFFICE IN PLAT BOOK A, PAGE 31; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 60 TO THE POINT OF BEGINNING.

APPENDIX B

SUPPORTING EXHIBITS

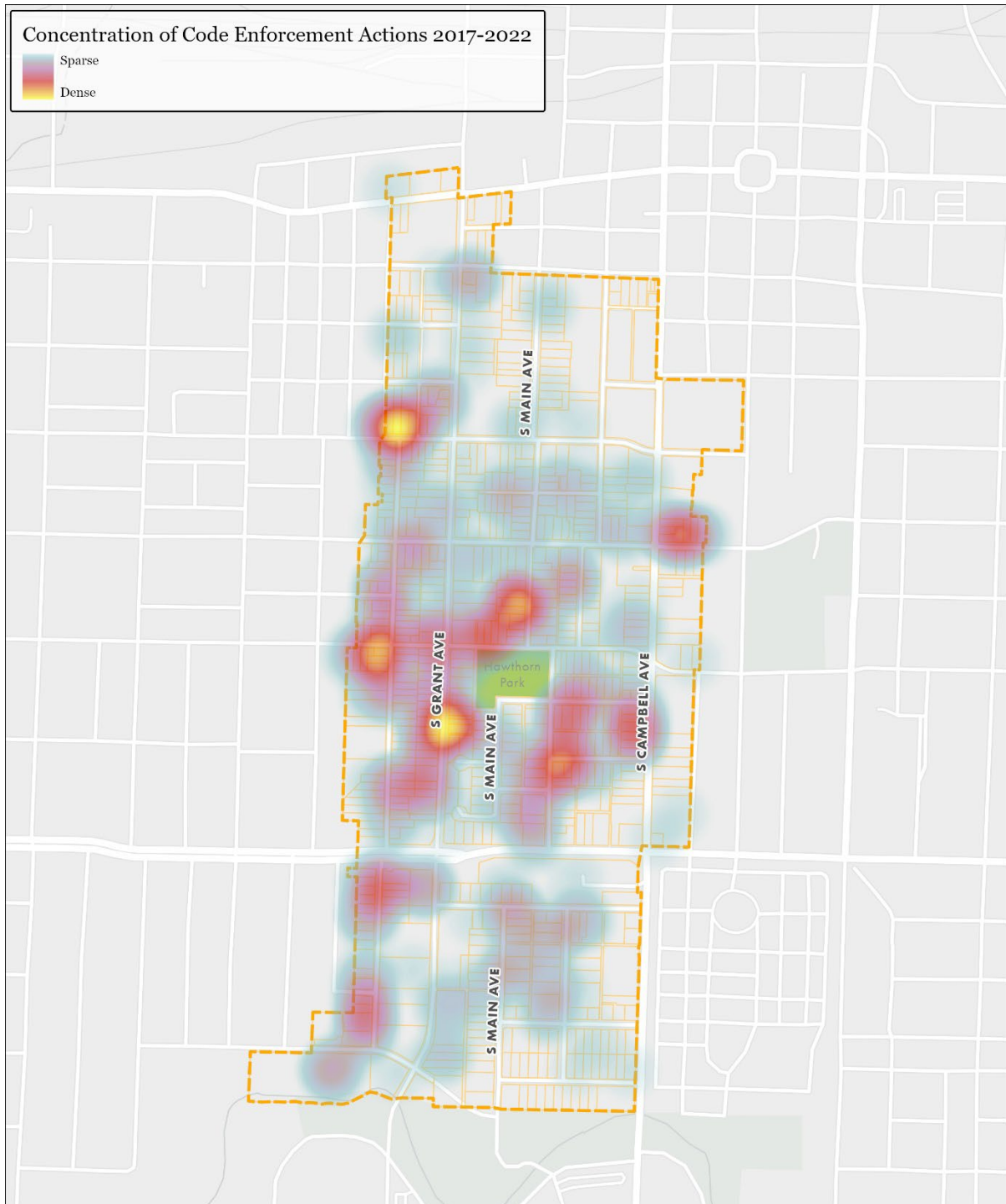


BLIGHTING FACTORS WITHIN THE REDEVELOPMENT AREA

GRANT AVENUE QUALIFICATIONS ANALYSIS

Springfield, Missouri

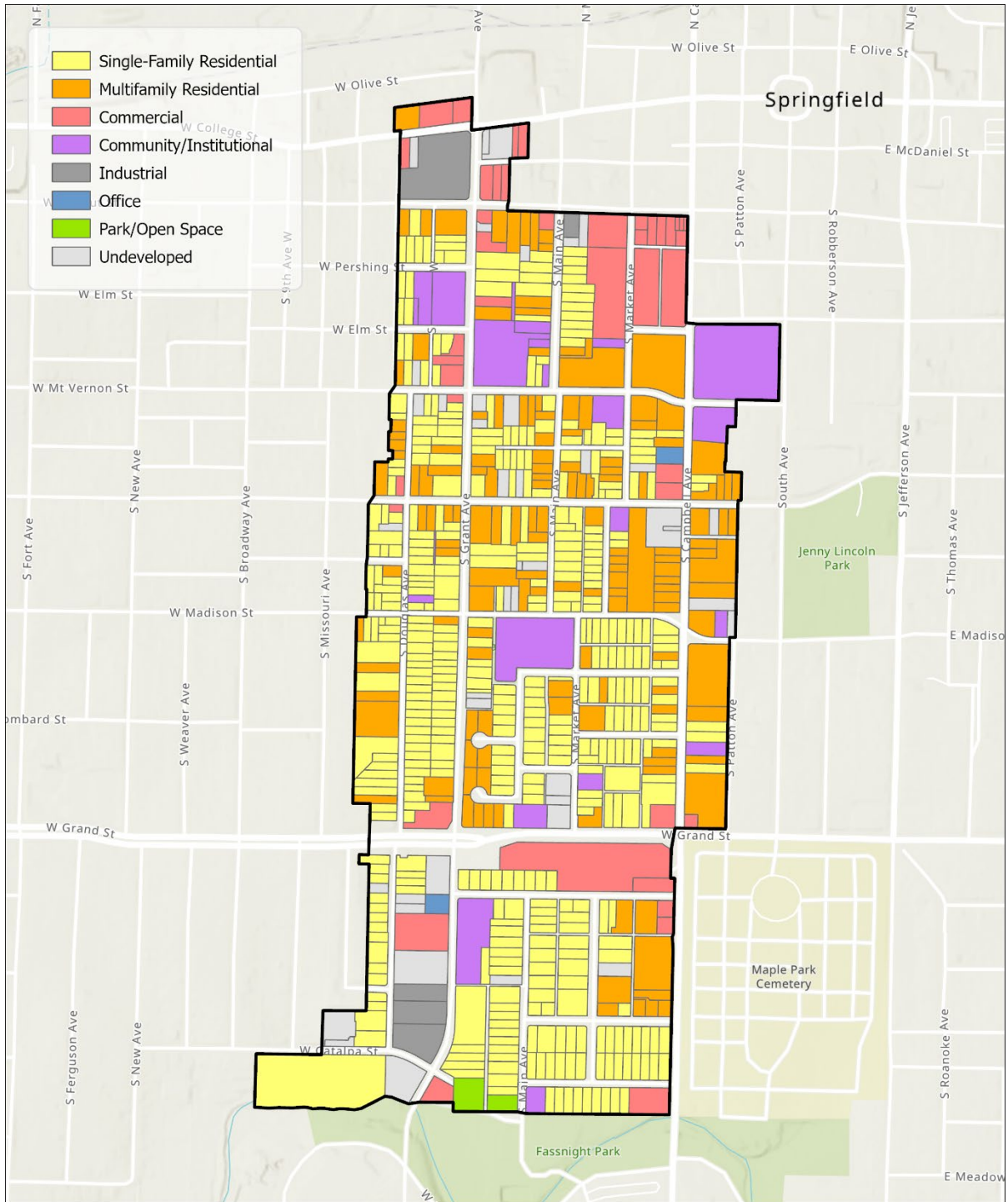




CONCENTRATIONS OF CODE ENFORCEMENT ACTIONS

GRANT AVENUE PARKWAY QUALIFICATIONS STUDY
Springfield, Missouri



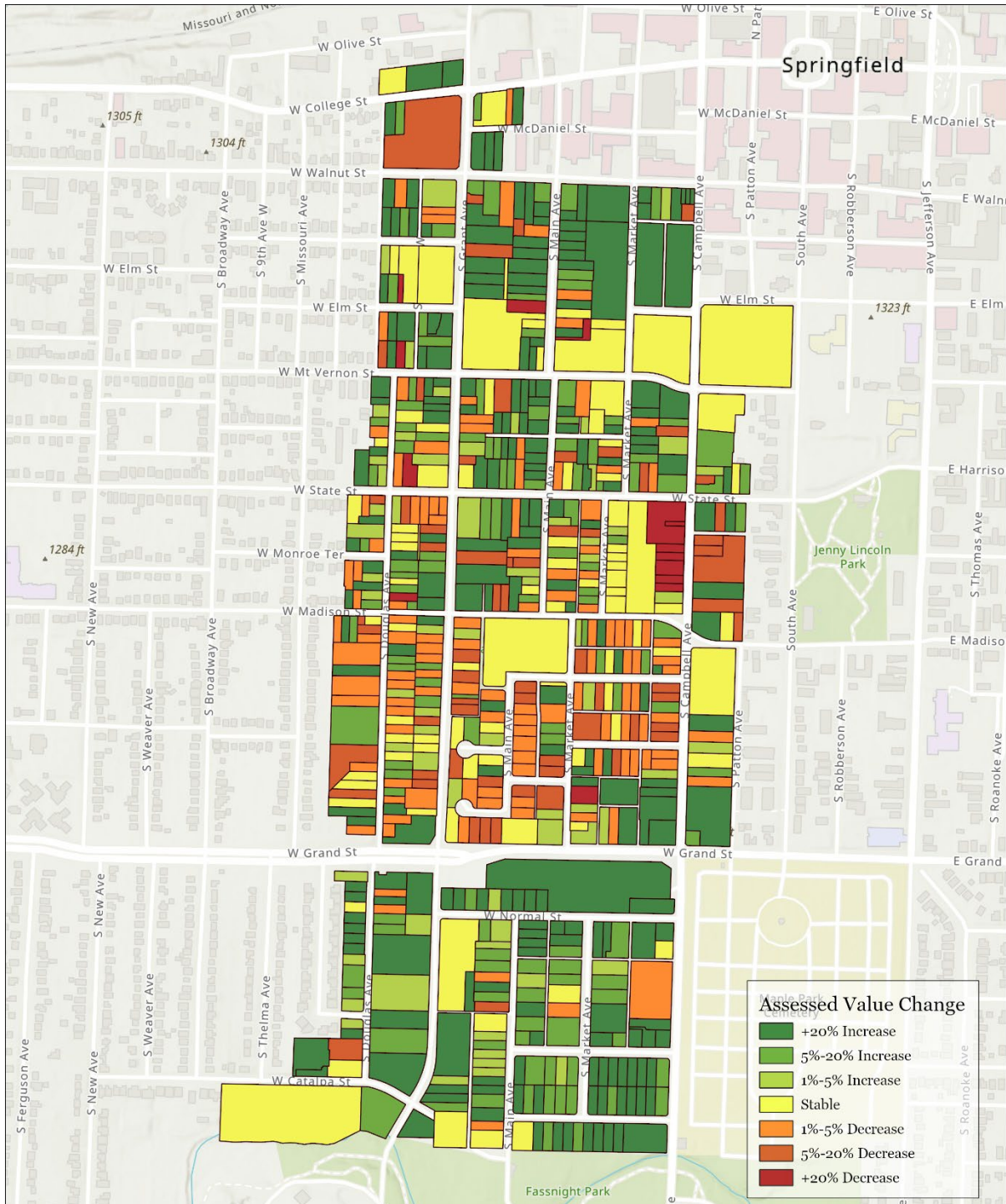


CURRENT LAND USE IN REDEVELOPMENT AREA

GRANT AVENUE QUALIFICATIONS ANALYSIS

Springfield, Missouri





Assessed Value Change 2010 - 2021
 SOUTH GRANT AVENUE QUALIFICATIONS ANALYSIS
 Springfield, Missouri



APPENDIX C

EXISTING CONDITIONS PHOTOS

**A map of photos showings existing conditions
may be found via the link below.**

[Link](#)

APPENDIX C

GRANT AVENUE PARKWAY CORRIDOR PLAN



GRANT AVENUE PARKWAY CORRIDOR PLAN

March 22, 2021







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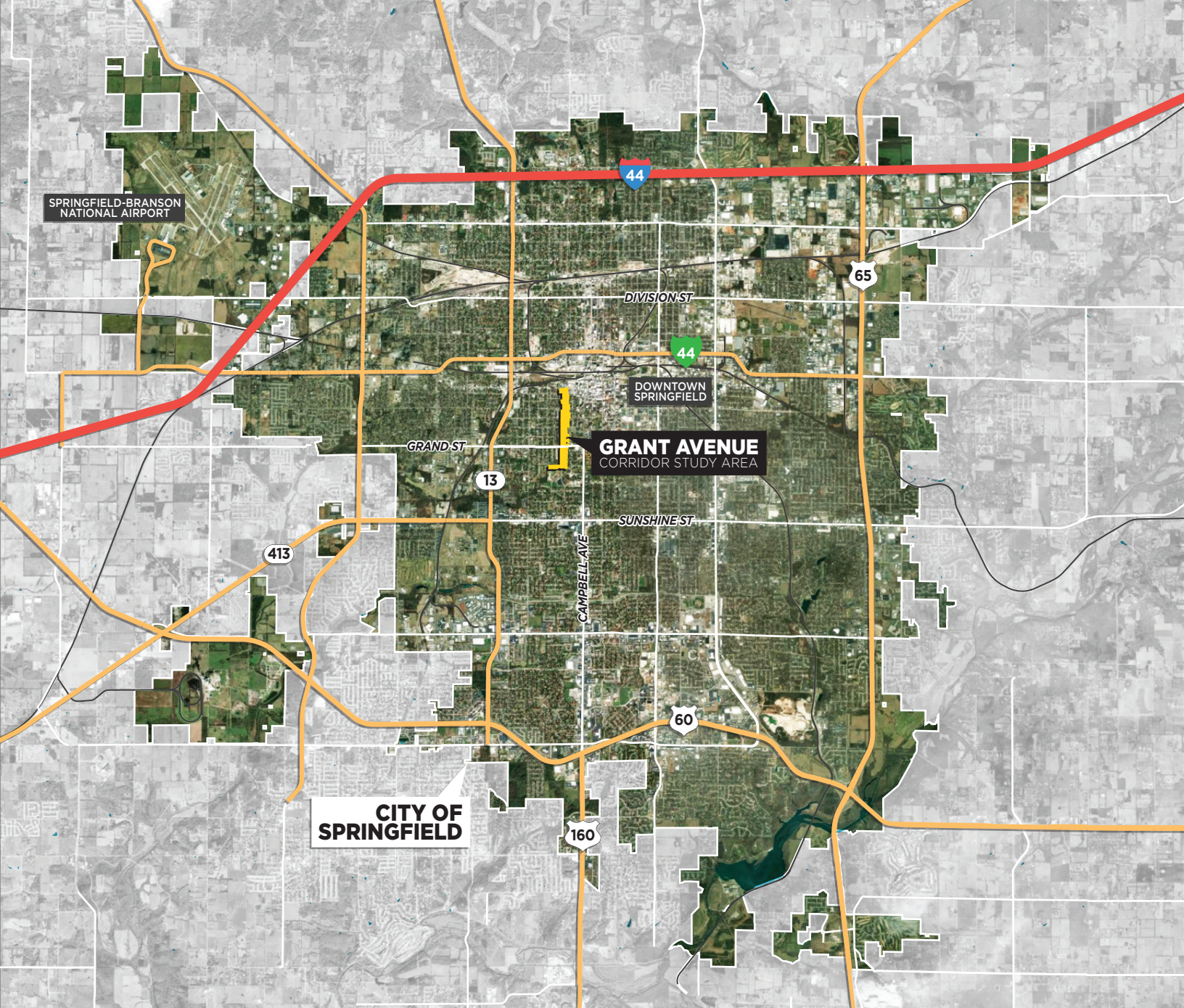
INTRODUCTION & CONTEXT



In 2019, the City of Springfield received a \$21 million federal BUILD (Better Utilizing Investments to Leverage Development) grant to design and build the Grant Avenue Parkway (GAP). Once complete, the Parkway will create an off-street pedestrian and bicycle pathway along Grant Avenue between Sunshine Street and College Street, in the heart of Springfield. The 3-mile stretch will connect downtown Springfield with the Wonders of Wildlife National Museum and Aquarium (WOW) – linking authentic Springfield experiences for both residents and visitors. The Parkway route will further connect parks and recreation amenities, neighborhoods, schools, and fill a vital gap in the Ozark Greenways trail system. This Corridor Plan complements the Parkway project, serving to guide development decisions in the neighborhoods and public spaces along the Grant Avenue corridor.

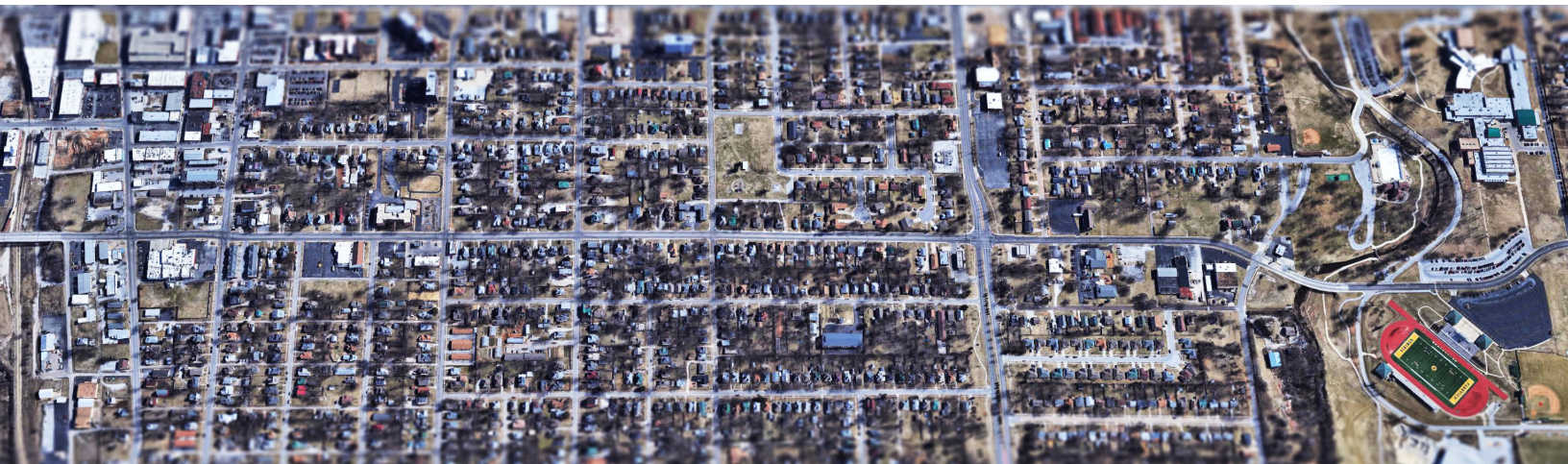
IN THIS CHAPTER

- Planning Area
- More Than a Street project
- Grant Avenue Parkway Overlay District
- Placetype Overview
- Community Engagement
- Proposed Placetypes Map
- Current Zoning Map



PLANNING AREA

The Grant Avenue Parkway Corridor Plan addresses the section of the Grant Avenue Parkway route between College Street and Fassnight Park. The Plan focuses on those areas adjacent to the Parkway that are generally within 500 feet east and west of the Grant Avenue centerline, as well as Grand Street.



MORE THAN A STREET PROJECT

The Grant Avenue Parkway is truly more than just a street project. The Parkway is an opportunity for the City to invest in a public amenity that, with the proper planning and development tools in place, can also be used to spur private investment. The Plan includes recommendations and strategies to encourage the creation of unique places and strengthen community identity with an emphasis on new development being designed at a pedestrian-scale.

The intent of the Plan is to promote reinvestment and redevelopment that leverages the new Parkway as an asset. The Plan will also be used to inform updated regulations that provide for greater flexibility to achieve high-quality design and foster sense of place.

GRANT AVENUE PARKWAY OVERLAY DISTRICT

The recommendations of the Grant Avenue Parkway Corridor Plan will be used to guide the creation of new development regulations and zoning code amendments that will impact the experience and beautification of both public and private properties. Following the adoption of the Corridor Plan, it is recommended that Grant Avenue Overlay District be established as primary implementation mechanism.

INCREASED FLEXIBILITY, INCREASED QUALITY-OF-PLACE

The ultimate goal of the Plan is to promote reinvestment and redevelopment that leverages the new Parkway as an asset. The Plan will inform updated regulations that will ask more of the development community in delivering high-quality design that fosters sense of place. In exchange, those same regulations will also provide greater flexibility regarding what residents and business owners can do with their property, including a broader range of permitted uses and permitted height and density, and provide for greater creativity in design.

PLACETYPE OVERVIEW

The City of Springfield developed the Grant Avenue Parkway Corridor Plan to align with future land use and development policies defined in the Forward SGF Comprehensive Plan. While Forward SGF was still in draft form as the Corridor Plan was developed, the community input received during the Forward SGF process lends strong support to the recommended development.

The Corridor Plan builds on the concept of “placetypes” defined in the Forward SGF draft plan. Each placetype illustrates a logical and common-sense approach to planning that differs from zoning. Rather than focus on the use of a specific parcel of land, the placetype approach looks at the collective mix of uses that function together to create Springfield’s unique neighborhoods and districts (places). These placetypes define the characteristics, scale, form, function and overall use in a given geographic area.

COMMUNITY ENGAGEMENT

Public Input for the Grant Avenue Parkway Corridor Plan was collected throughout the Public Visioning and Public Concept Development phases of the Parkway design process. That input, along with previous input received through the Forward SGF Comprehensive Plan process, was used to inform recommendations related to preferred future land use mix, urban design, connections to surrounding neighborhoods, and improvements to the transportation network.

Project Visioning

4 virtual workshops in Sept.

501 total
livestream
viewers



268 polling
participants



372 Online
surveys completed



Concept Development

1 3-hour, segmented Virtual
Concept Development event in Nov.

267 total livestream viewers

199 polling
participants



24
participants to
follow-up poll

35+ one-on-one
stakeholder & property
owner meetings

The Road Ahead

1 Virtual concept education and
Corridor Plan input event in Feb.

480 total
livestream viewers



207 polling participants



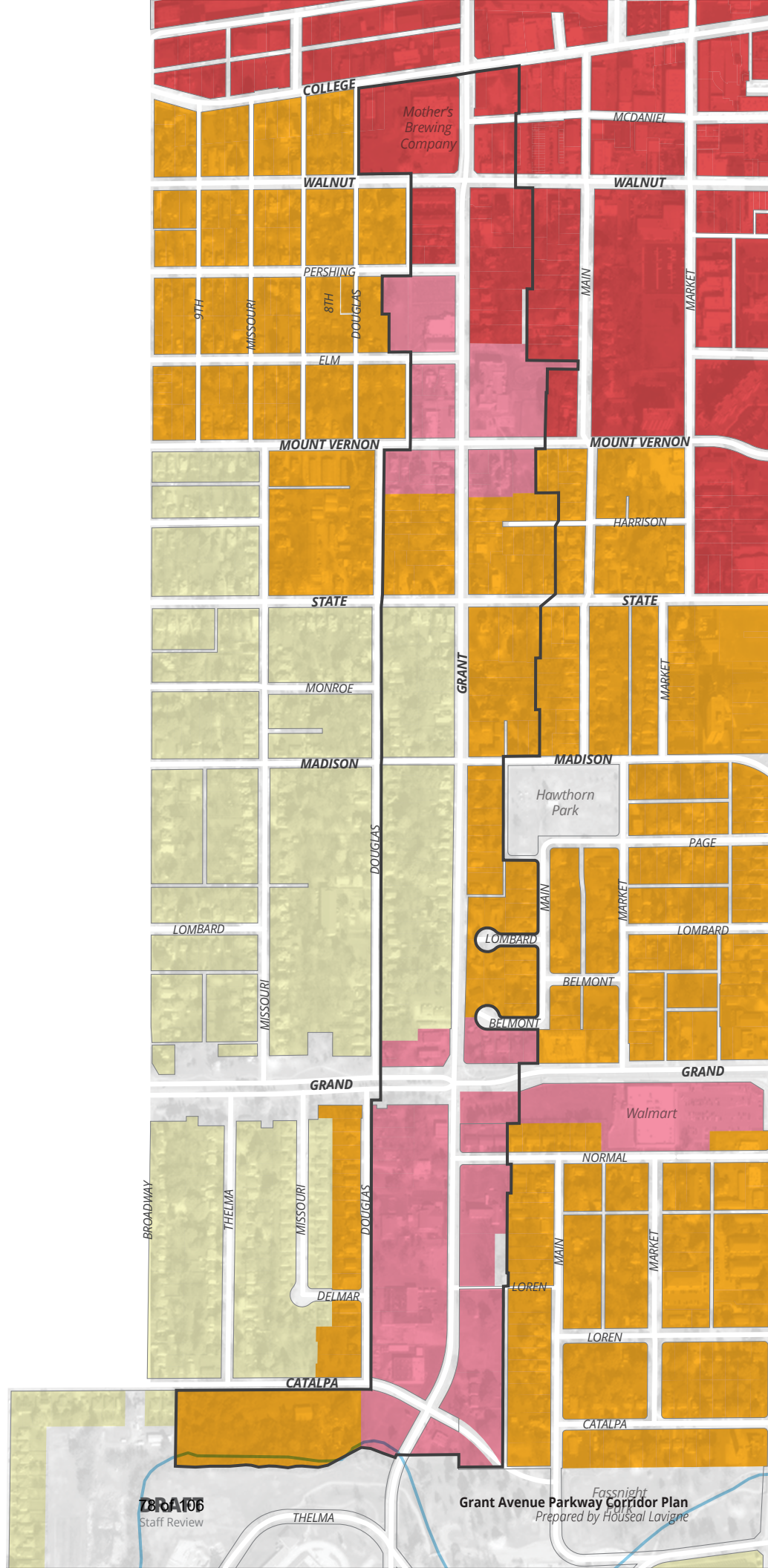
30 participants
to follow-up
Corridor Plan survey

PROPOSED PLACETYPES

-  Grant Avenue Corridor
-  Established Neighborhood
-  Mixed Residential
-  Mixed-Use
-  Downtown

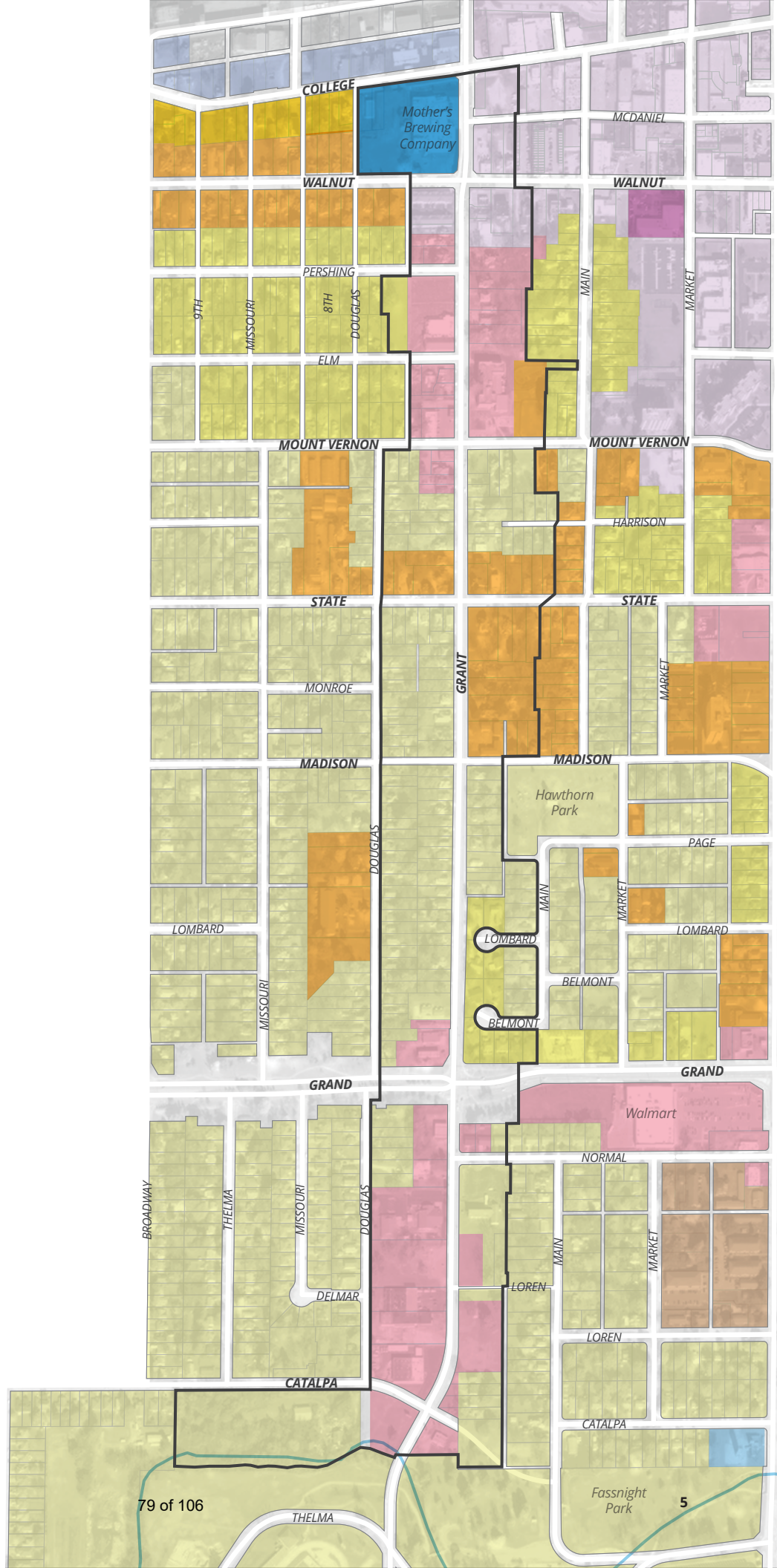
The desired character and intensity of development defined in the Corridor Plan is founded in the placetypes established during the Forward SGF Comprehensive Plan process. The Grant Avenue Parkway marks the intersection of four placetypes within the broader, City-wide land use and development framework.

The northern portion of the corridor represents the western edge of **Downtown Springfield**. This transitions to the central portion of the corridor situated in the heart of the historic West Central neighborhood (birthplace of Route 66) which is made up of a mix of higher density **Mixed Residential** blocks and **Established Neighborhood** blocks with a solid stock of single-family homes. As redevelopment occurs, additional **Mixed-use** neighborhood centers are envisioned at key cross-streets including Mt. Vernon and Grand Street. The southern portion of the corridor is also targeted for redevelopment away from outdated or obsolete commercial and industrial structures to a mix of higher density residential development and mixed-use development at Catalpa Street and the Fasnacht Creek Greenway.



CURRENT ZONING

-  Grant Avenue Corridor
-  Single Family Residential
-  Townhouse Residential
-  Low-Density Multi-Family Residential
-  Medium-Density Multi-Family Residential
-  High-Density Multi-Family Residential
-  General Retail
-  Commercial Services
-  Center City
-  Office
-  Industrial Commercial
-  Heavy Manufacturing
-  West College Street District 1
-  West College Street District 2





GRANT AVENUE PARKWAY CORRIDOR PLAN



The Plan breaks the corridor down into six different subareas, Areas A through F. Each subarea plan is intended to capitalize on the unique character of the area and accommodate existing development while encouraging additional opportunities for redevelopment and reinvestment of the properties within the subarea. The goal of the subarea approach is to encourage development that enhances local sense of place while complementing the broader Grant Avenue Parkway corridor, adjacent neighborhoods, and downtown. The Corridor Plan also provides guidance on transportation access, connections, and safety for all modes of travel between the Grant Avenue corridor and surrounding areas. The framework aligns with the Grant Avenue Parkway preferred design concept being used in the design-build process.

IN THIS CHAPTER

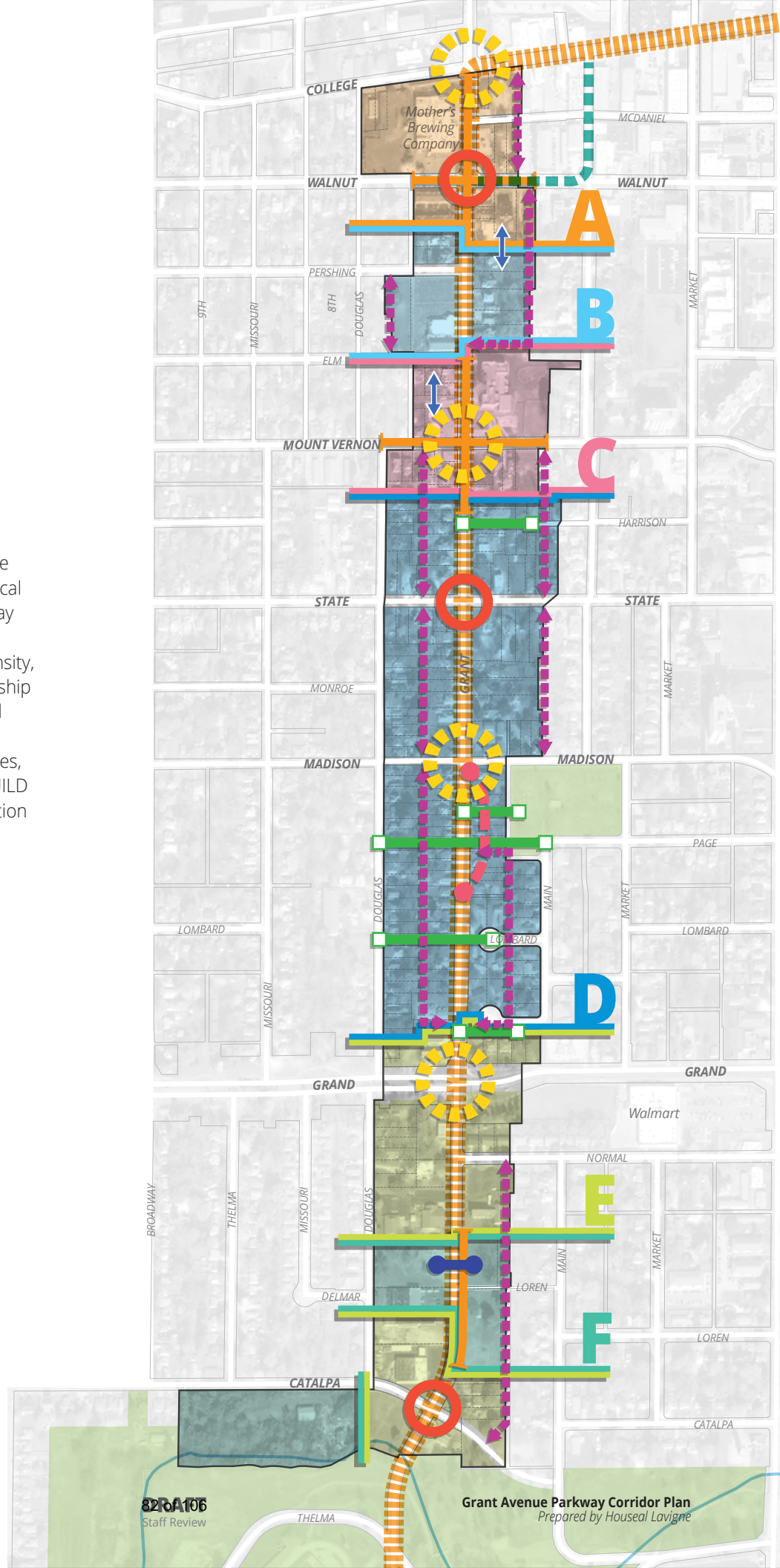
- Corridor Framework
- Block Typology
- Roadway Improvements
- Development Enhancements
- Subarea Plans

CORRIDOR FRAMEWORK

With Forward SGF placetypes as a starting point, the corridor planning area has been further divided into six functional subareas (A-F) that help define how city-wide land use and development policy is applied at the local level. Each subarea has a distinct role to play within the corridor with a unique mix of desired future uses and development intensity, redevelopment opportunities, and relationship to the surrounding neighborhoods. Several factors were considered in defining the subareas including the underlying placetypes, community input, the investment of the BUILD Grant along Grant Avenue, street classification and function and preservation of existing structures.

Legend

-  Grant Avenue Corridor
-  Proposed Intersection Improvement & Placemaking Focal Points
-  Proposed Crosswalk Enhancement
-  Proposed Raised Mid-block Crossing
-  Alley Opportunity
-  Cross-Access
-  Potential Pedestrian Connections
-  Potential Roadway Realignment
-  Grant Avenue Roadway Reconfiguration
-  Proposed Bike Lanes
-  Proposed Parallel Parking

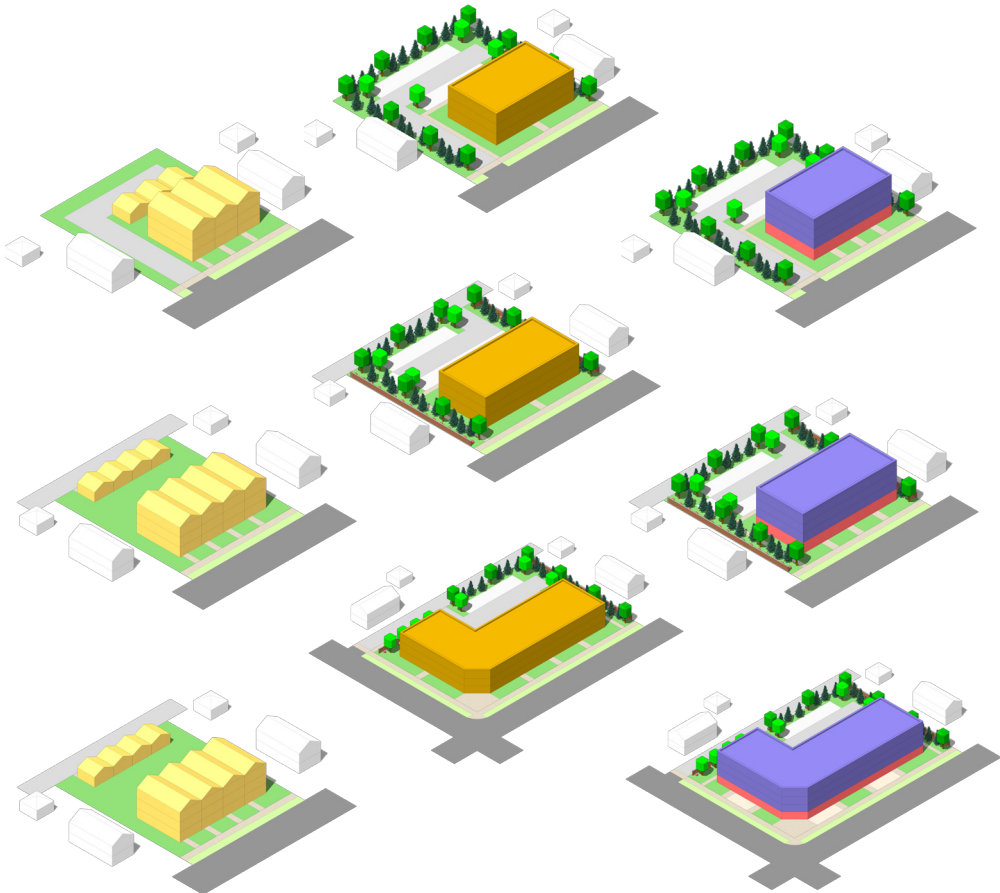


BLOCK TYPOLOGY

Each Corridor Plan Subarea is discussed in further detail in the following section. Annotated block typology diagrams are provided for each subarea to illustrate design elements within desired future development such as parking and access, setbacks, and transitions to adjoining existing development. The subarea block typologies help define the character and intensity of future development along Grant Avenue. Example images are also provided to highlight urban design and architecture considerations.

The block typologies provide a bridge between recommended land use and development policy and future zoning amendments needed to facilitate desired development. The key below indicates which block typologies are supported within each subarea

Block Typology	Subarea					
	A	B	C	D	E	F
Single-Family Attached		●		●		
Multifamily		●	●	●	●	●
Mixed-Use	●	●	●		●	



Single-Family
Attached

Multifamily

Mixed-Use

ROADWAY IMPROVEMENTS

The City was fortunate to receive a grant to fund the design and construction of the Grant Avenue Parkway which will be completed in the next couple years. Moving forward, additional transportation improvements will be needed to enable redevelopment and private investment to fully benefit from this unique public project. The Plan includes a number of transportation recommendations to be implemented as new investment occurs including enhanced connections to the new Parkway, to the West Central neighborhood and Downtown Springfield, and to the Fassnacht Creek greenway.



PROPOSED INTERSECTION IMPROVEMENT

Key intersections need to be reconfigured to improve safety for all modes of transportation. Improvements may include realigning travel lanes, installing curb bump-outs, and redesigning the intersection to accommodate a roundabout.



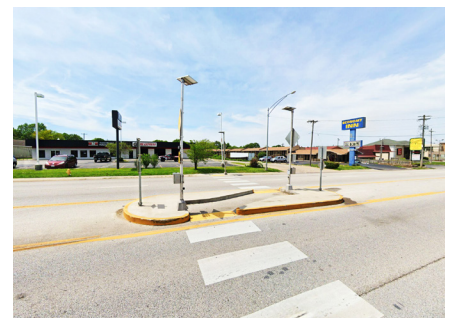
PLACEMAKING FOCAL POINTS

These higher traffic intersections are also opportunities to implement placemaking elements to promote activity along the trail and foster a strong connection to the surrounding area. Example placemaking elements include streetscaping such as furniture and decorative lighting, neighborhood gateway elements, public art, plaza space, and pocket parks. A larger opportunity for placemaking includes the underutilized area just west of Walmart on Grand Street.



PROPOSED CROSSWALK ENHANCEMENT

Opportunities exist to enhance existing and unmarked crosswalks to high-visibility crosswalks, such as continental crosswalks and raised crosswalks. Bike crossings can be painted to improve its visibility and safety when bicyclists are crossing an intersection.



PROPOSED RAISED MID-BLOCK CROSSING

Areas with longer block lengths provide opportunities for mid-block crossings. This provides a safe method for pedestrians to cross Grant Avenue.



POTENTIAL PEDESTRIAN CONNECTIONS

Future redevelopments should leverage opportunities to establish public pedestrian access to adjacent side streets and community assets such as Hawthorn Park.



GRANT AVENUE ROADWAY RECONFIGURATION

Roadway improvements and reconfiguration along the Grant Avenue corridor will include widening existing sidewalks and installing a 10-foot multi-use trail. Both sides of the Corridor will feature a parkway buffer with street trees to enhance the pedestrian and bicycle experience and safety along the Corridor.



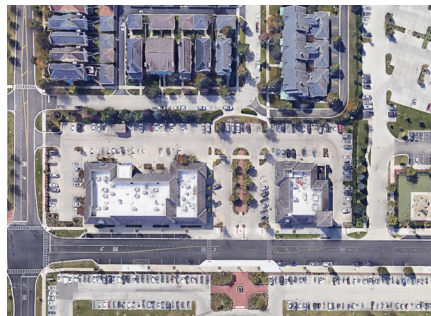
PROPOSED PARALLEL PARKING

On-street parking facilities are proposed along the east side of the Grant Avenue Corridor between Catalpa and Normal.



ALLEY OPPORTUNITY

As future redevelopment occurs along Grant Avenue there are opportunities to extend existing alleys and install new rear alleys. This would reduce the number of driveways, which are considered as traffic conflict points, between private properties and Grant Avenue, improving overall traffic safety on the Grant Avenue Corridor. A rear alley network would also maximize development potential along the Grant Avenue Parkway frontage. Alleys should be well-maintained, well-lighted places that safely accommodate service vehicles, parking access, and local bike and pedestrian travel.



ENCOURAGE CROSS-ACCESS

Create cross-access between adjacent parking lots to reduce the need for drivers to use Grant Avenue. This will help mitigate traffic and reduce the risk for accidents along Grant Avenue while allowing convenient access between establishments.

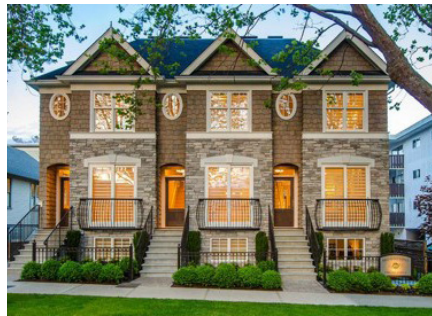


PROPOSED BIKE LANES

On-street bike lanes are proposed along Walnut between Grant and Main and Main between Walnut and College to provide additional bicycle connection between Downtown Springfield and the Grant Avenue Corridor.

DEVELOPMENT ENHANCEMENTS

The Grant Avenue Parkway will serve as a spine of pedestrian activity which future development can both benefit from and contribute to. The development enhancements outlined in this section will maximize interaction between the Parkway and future development.



INTERACTION WITH THE PARKWAY

For future development to benefit from the Parkway, and vice versa, it is essential that buildings treat the Parkway as their “front door.” Primary entrances, patios and outdoor dining areas, and porches and balconies should be located along Grant Avenue. High levels of transparency should be encouraged through the use of windows and doors and blank walls should be minimized. The building frontage should be used to provide a transition between private property and public realm. Promoting interaction between building and Parkway will foster a welcoming and safe environment for residents, business patrons, and Parkway users and encourage social interaction. Within residential areas (such as Subarea D), front porches or patio areas should be encouraged in new development to create semi-public space for interactions with neighbors.



THIRD PLACES & PLACEMAKING

Future development should provide opportunities for enhanced placemaking, public art, community identity, and development of “third places.” These are informal areas where residents and visitors can meet and gather outside of home (first place) or work (second place). These amenities offer an opportunity for social interaction and anchoring civic life in the corridor. Third places such as small plazas and parklets will serve as focal points for future pedestrian activity, functioning as an amenity to business patrons as well as residents and parkway travelers. The best opportunities to create third places include key intersections within mixed-use areas, and areas adjacent to public greenspaces such as Hawthorn Park and the Fassnacht Creek greenway.



REPOSITIONING INSTITUTIONAL PROPERTIES

Two large institutional sites (a church and a school) flank Grant Avenue at Elm Street. Over the long term, these two sites have the potential to be repositioned and partially redeveloped to maximize development potential along the corridor.

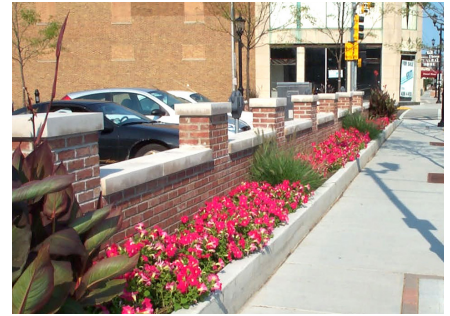
NOTE: The redevelopment of these properties will be contingent on the participation of current property owners. Recommendations presented in this Plan are intended to highlight desired future development and best practices if redevelopment were to occur.

CHURCH (NORTHWEST CORNER OF ELM AND GRANT)

The church site has extensive surface parking along the Grant Avenue frontage that should be considered for development. New mixed-use or multifamily development should be encouraged at the corner of Pershing St. and Grant Ave. To accommodate parking demand for the church, vacant land adjacent to the church along 7th Avenue could be repurposed with 7th Avenue functioning as a primary access drive. As with all parking areas along the corridor, parking lot landscaping, screening, and pedestrian access should be prioritized.

CAMPBELL EARLY CHILDHOOD CENTER (NORTHEAST CORNER OF MT. VERNON AND GRANT)

Over the long term, adaptive reuse of the school building should be encouraged if the facility is no longer needed by the school district. A range of uses could be supported on the site, however multifamily housing including senior housing is a common reuse for older school buildings. Partial redevelopment of the larger school site should also be encouraged including mixed-use development located at the corner of Mt. Vernon St. and Grant Ave. to help anchor an expanded neighborhood center for the West Central neighborhood. The parking and access drive at Main Avenue could also be developed (mitigating potential for cut through traffic) with single-family attached housing that complements adjacent single-family homes.



PRIORITIZING REINVESTMENT

The Corridor Plan identifies opportunities to capitalize and encourage redevelopment and reinvestment – targeting a variety of housing types, neighborhood commercial development, and placemaking strategies. While new investment in Grant Avenue properties is a desired outcome of the Parkway project, the City desires to prioritize reinvestment into existing properties and support neighborhood-led revitalization efforts. Current property owners are encouraged to remain within the corridor and the City is promoting the use of resources through the *Restore SGF* initiative to improve the existing housing stock, foster homeownership, and encourage affordable housing in the corridor. The Corridor Plan defines the desired range of uses, development intensity, and built form desired if business owners and homeowners choose to redevelop their properties.

CONTEXT-SENSITIVE DEVELOPMENT

Residents play a key role in reaching a critical mass of potential patrons for local retailers and restaurants. Higher density residential development should be encouraged in select areas to complement future retail and office uses, providing a 24-hour customer base to support downtown Corridor businesses. While much of the Grant Avenue corridor has historically been home to single-family housing, single-family attached and multifamily development should be encouraged as redevelopment occurs. It is critical that future residential development is developed in a context-sensitive manner that respects the single-family character of the surrounding neighborhood. Development with multiple floors should use techniques such as:

- Cornice lines that create a consistent visual horizon with adjacent buildings;
- Hip roofs and dormers that minimize building height appearance;
- Articulated facades that break up the appearance of long walls; and
- Shared or clustered doorways and mimic the appearance of nearby single-family development.

PARKING – OUT OF SIGHT, EASY TO FIND

Parking should be well-signed and easily accessed, but not dominate the visual landscape of the corridor. To the extent possible Grant Avenue frontage should be reserved for buildings and people, and off-street parking and access drives should be located to the rear or interior of the block or off of side streets. Clear signage should direct visitors to parking and landscaping should be used to soften parking edges and breakup paved areas. Cross-access and parking areas that can be shared by multiple users (residents, employees, visitors) are key to providing a “park once” environment that supports streetlife.



MAINTAINING A RHYTHM (SETBACKS)

Buildings located side-by-side along a corridor form a streetwall that frames and activates the public realm. A consistent streetwall along Grant Avenue will provide a consistent level of visual interest along a block and desirable sense of enclosure and helps foster a comfortable, inviting, and pedestrian friendly atmosphere. In general, new development should be located at the edge of the Parkway or as close to the Parkway as possible depending on the setbacks of adjacent development. To ensure a consistent sense of enclosure within a given block, new buildings should be set back a similar distance to adjacent existing buildings and err toward the shallowest distance when located between two structures.

MIX OF USES AT KEY INTERSECTIONS

Compact, mixed-use development should be encouraged at key intersections including College Street, Mt. Vernon Street, Grand Street, and Catalpa Street. A mix of uses at key intersections will contribute to a vibrant Grant Avenue corridor with a steady flow of Parkway commuters, employees, shopping and dining visitors, and local residents. Complementary transportation improvements such as improved or extended side streets, rear access drives, and mid-block crossings should be implemented alongside new development to create compact, easy-to-walk blocks. The intensity of mixed-use areas should vary depending on their location along the corridor with smaller scale, local-serving centers at Mt. Vernon Street and Grand Street.

SUBAREA A

DESCRIPTION

Subarea A (generally College Street to Walnut Street) at the north end of the corridor is the western gateway to the Downtown and should be prioritized for mixed-use development. New development in this subarea should complement nearby downtown urban-scale development and provide for integration and transition of these uses into a more traditional neighborhood form. Mother's Brewing Company is an existing development that could serve to anchor future investment in this portion of the corridor with a focus on dining and entertainment that can benefit from the Parkway.

BULK

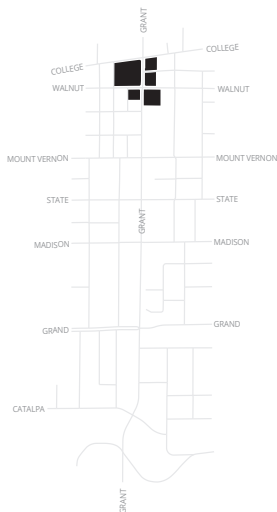
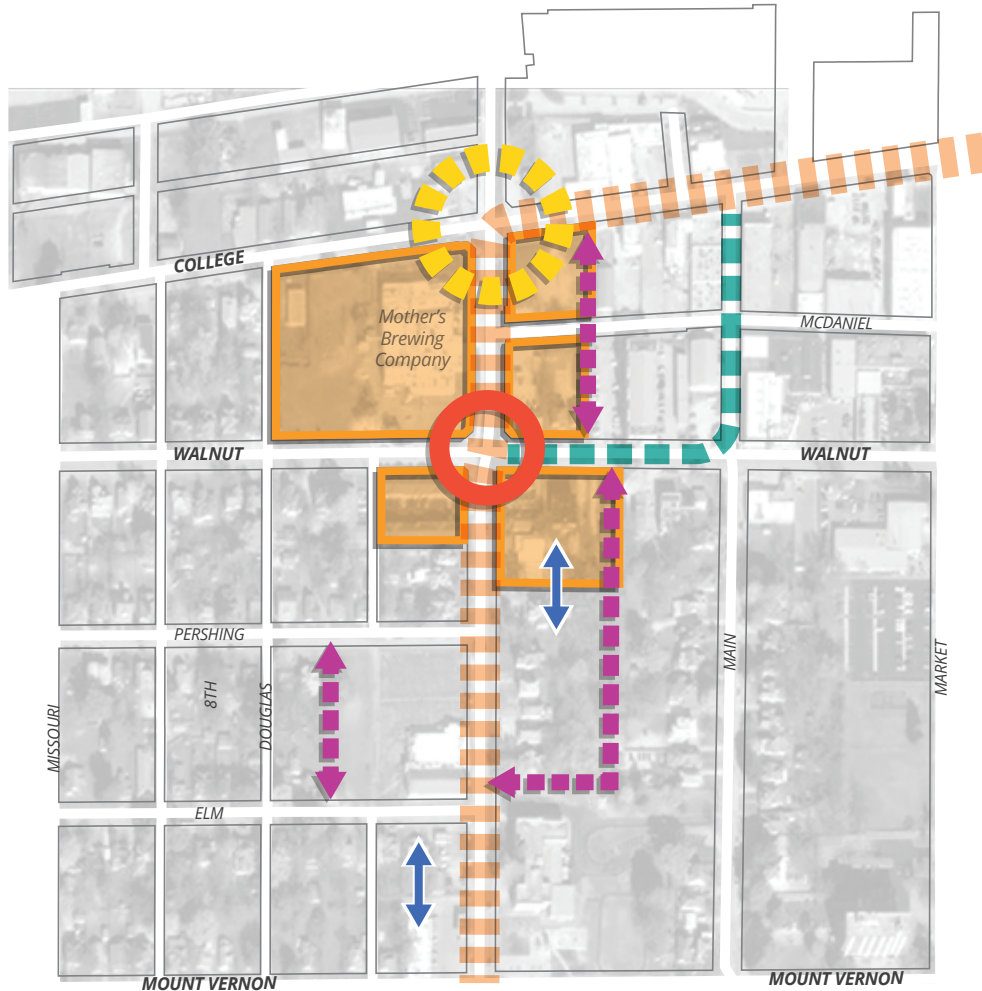
Area: ~329,500 ft² / ~7.5 ac

Maximum height: 3/4 stories

Front setback: None

USE

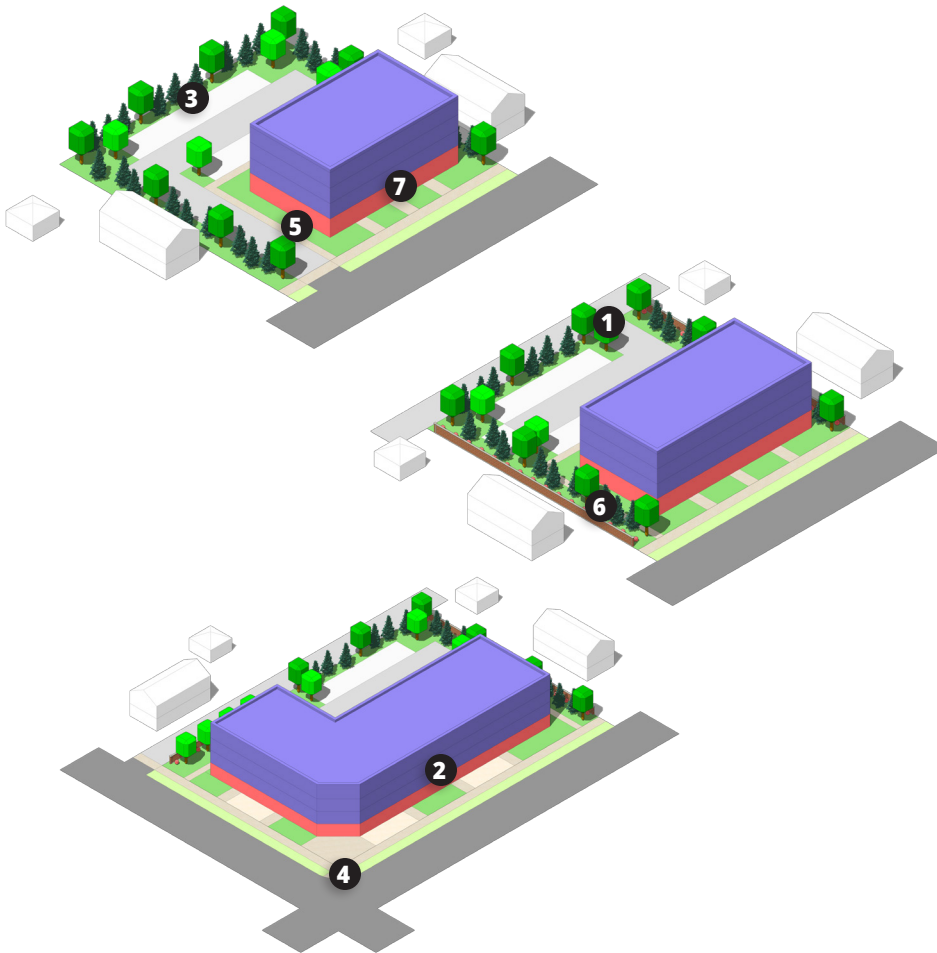
Retain existing brewery; Mixed-use (upper-story multifamily/office space and ground-floor commercial uses, such as retail and services and/or offices)



SUBAREA A

-  Proposed Intersection Improvement & Placemaking Focal Points
-  Proposed Crosswalk Enhancement
-  Alley Opportunity
-  Cross-Access
-  Proposed Bike Lanes
-  Grant Avenue Roadway Reconfiguration
-  Potential Pedestrian Connections

SUBAREA A



BLOCK TYPOLOGY

- 1 Parking Lot** – Parking should be located behind the building and accessed through the alley.
- 2 Streetwall** – Buildings should be sited to create a continuous streetwall along Grant Avenue.
- 3 Screening** – Parking lots should be well screened from adjacent residential uses.
- 4 Siting** – New development should hold the corner with a prominent, well-designed structure.
- 5 Pedestrian Access** – Parking lots should be connected to Grant Avenue to increase pedestrian access to the corridor.
- 6 Buffering** – Walls or fencing and landscaping should be used to create clear separation between residential and nonresidential uses.
- 7 Orientation** – Buildings should be oriented toward Grant Avenue.



DESIGN CONSIDERATIONS

- 1 Façade Design** – Building facades should reinforce the character of the subarea.
- 2 Signage** – Signage should be designed to prioritize pedestrian wayfinding.
- 3 Windows** – Glazing should not be tinted or fritted with an opacity that prevents a visual connection from the public realm into storefronts.
- 4 Entrances** – Primary entrances should be located at the front of the building facing Grant Avenue.
- 5 Rooflines** – Detailing, such as cornices and other elements along the roofline are encouraged. Elements such as cornice lines should also be used to draw a visual connection to adjacent development.
- 6 Materials** – Nontraditional building materials such as plastic and vinyl siding are discouraged.

SUBAREA B

DESCRIPTION

Within Subarea B (generally Walnut Street to Elm Street) the renovation of existing residential structures or adaptive reuse to neighborhood-scale home business (similar to the Walnut Street Historic District) should be encouraged. Of particular note in this subarea is the existing historic Victorian home at the northwest corner of Grant Avenue and Pershing Street and the desire to preserve this structure as a residence or complementary use. New development within this subarea should complement the existing scale and character of existing structures in this area while accommodating additional density. Mixed-use or multifamily residential development should be encouraged so as to create a seamless transition to adjacent Subareas A and C.

BULK

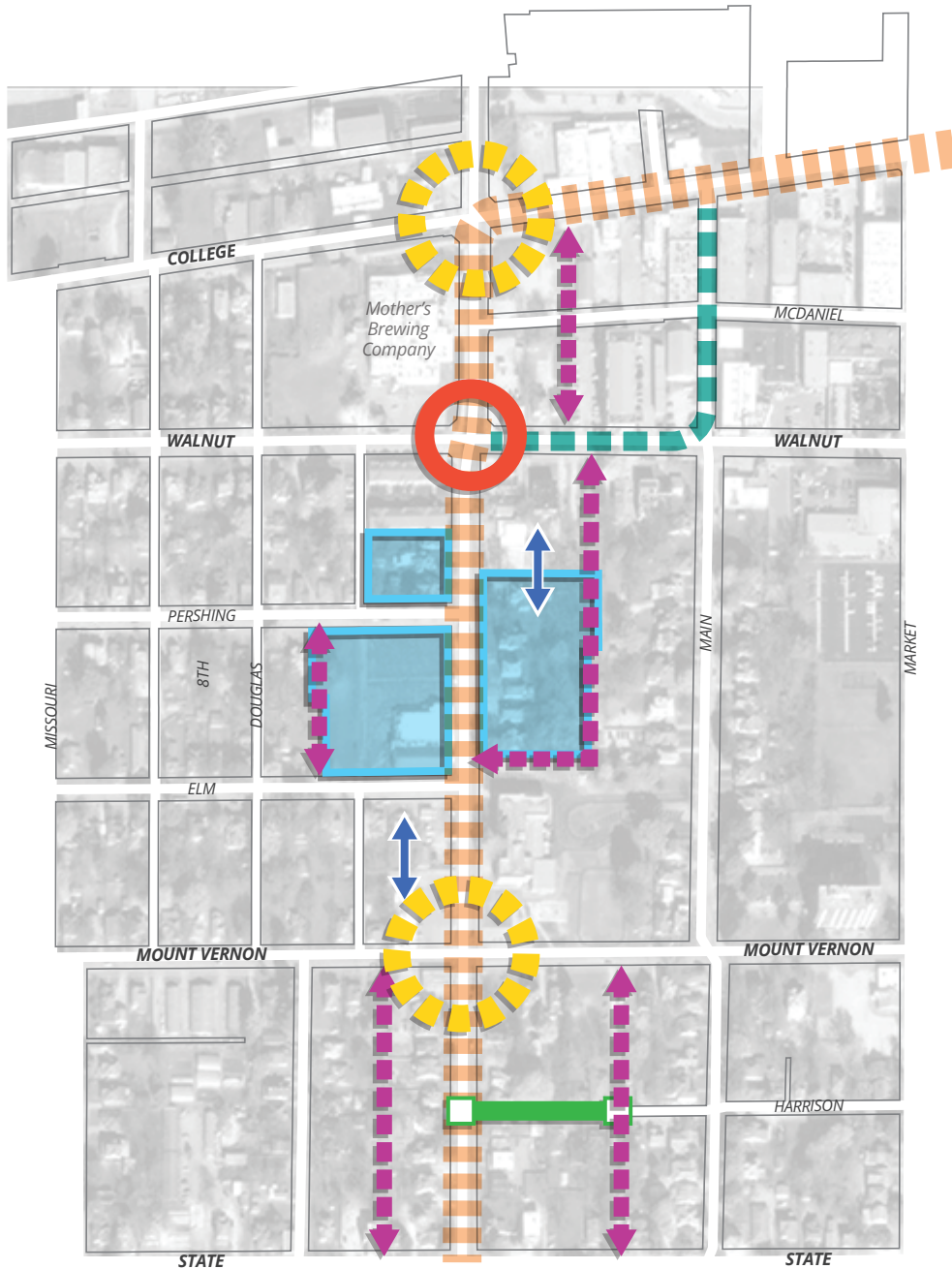
Area: ~132,500 ft² / ~3.0 ac

Maximum height: 3/4 stories

Front setback: New development should be consistent with existing setbacks (15-25 ft). When adjacent to existing development with differing setbacks, new development should align with the building closest to the public right-of-way.

USE

Mixed-use (upper-story multifamily, ground-floor neighborhood-scale commercial, retail, and services, and/or office); Multifamily; Single-family attached; Preserve historically significant single-family structures and encourage adaptive reuse; Potential repositioning of existing church parking lot



SUBAREA B



Proposed Intersection Improvement & Placemaking Focal Points



Proposed Crosswalk Enhancement



Alley Opportunity



Cross-Access



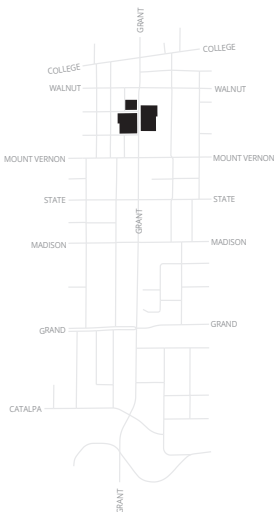
Proposed Bike Lanes

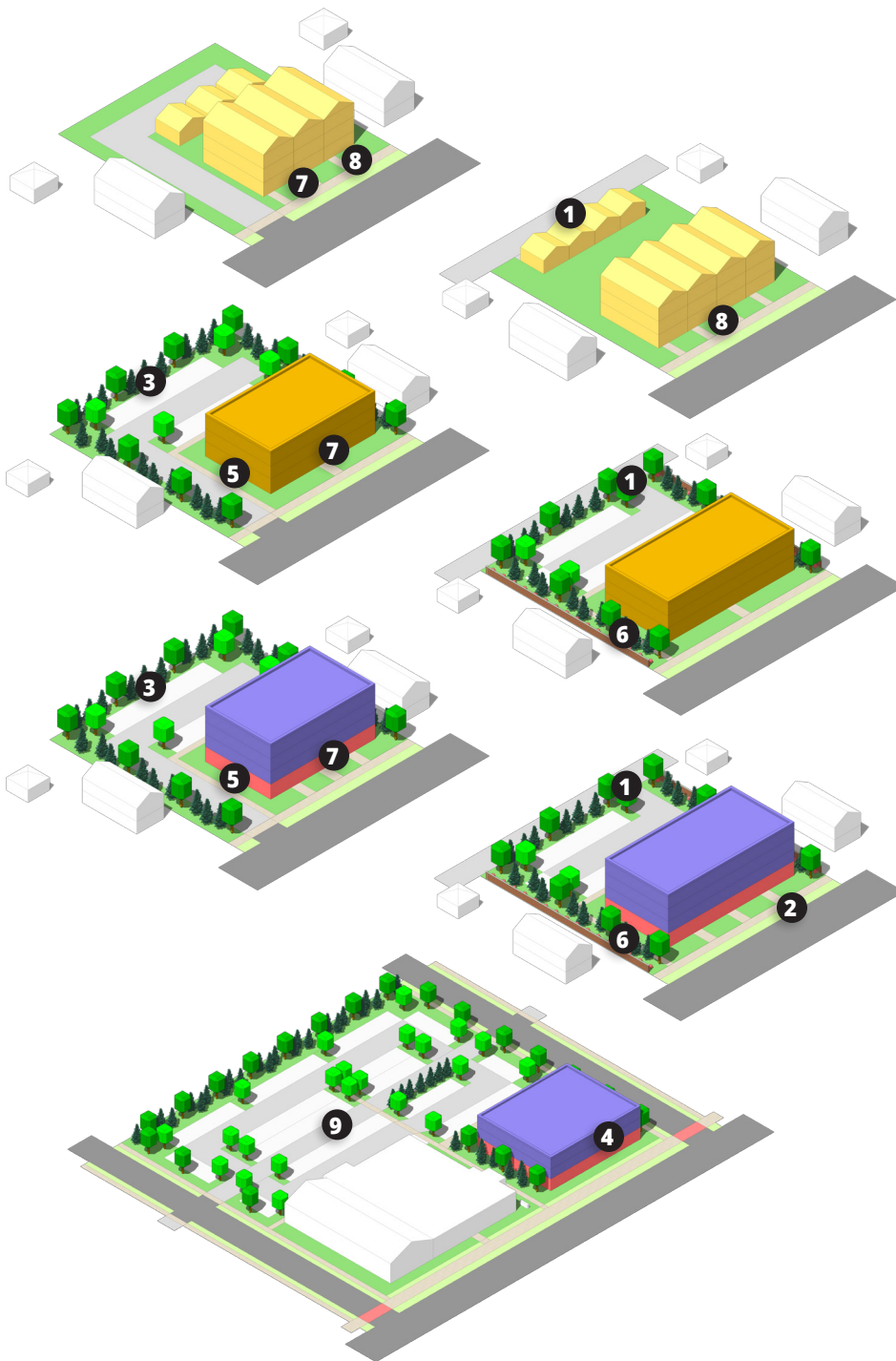


Grant Avenue Roadway Reconfiguration



Potential Pedestrian Connections





SUBAREA B



BLOCK TYPOLOGY

- 1 Parking Lot** – Parking should be located behind the building and accessed through the alley.
- 2 Streetwall** – Buildings should be sited to create a continuous streetwall along Grant Avenue.
- 3 Screening** – Parking lots should be well screened from adjacent residential uses.
- 4 Siting** – New development should hold the corner with a prominent, well-designed structure.
- 5 Pedestrian Access** – Parking lots should be connected to Grant Avenue to increase pedestrian access to the corridor.
- 6 Buffering** – Walls or fencing and landscaping should be used to create clear separation between residential and nonresidential uses.
- 7 Orientation** – Buildings should be oriented toward Grant Avenue.
- 8 Setbacks** – New development should be setback to align with the existing residential structure that is closest to the public right-of-way.
- 9 Expand Parking** – Expand parking to the west utilizing 7th Avenue as an access road.

DESIGN CONSIDERATIONS

- 1 Adaptive Reuse** – Remaining single-family structures should be converted to home businesses.
- 2 Signage** – Signage should be designed to prioritize pedestrian wayfinding.
- 3 Windows** – Glazing should not be tinted or fritted with an opacity that prevents a visual connection from the public realm into storefront.
- 4 Property** – Properties should be maintained in a manner that does not detract from the character and appeal of the corridor.
- 5 Quality** – Single-family detached homes remodeled and updated to match the style of the adjacent neighborhood.
- 6 Driveways** – All single-family homes should have driveways constructed of asphalt, concrete, or brick pavers.

SUBAREA C

DESCRIPTION

Subarea C (generally Elm Street to Mt. Vernon Street) serves as a focal point and gateway for the West Central neighborhood. It is intended to be a local-serving, mixed-use neighborhood center. The preservation and adaptive reuse of structures within this subarea is encouraged. Campbell School is located in this subarea as well as some small-scale non-residential uses on the west side of Grant Avenue. These sites offer opportunities for further redevelopment or adaptive reuse. Design of new development facing Mt. Vernon, should be sensitive to the rhythm of the residential neighborhood, located east and west of the corridor.

BULK

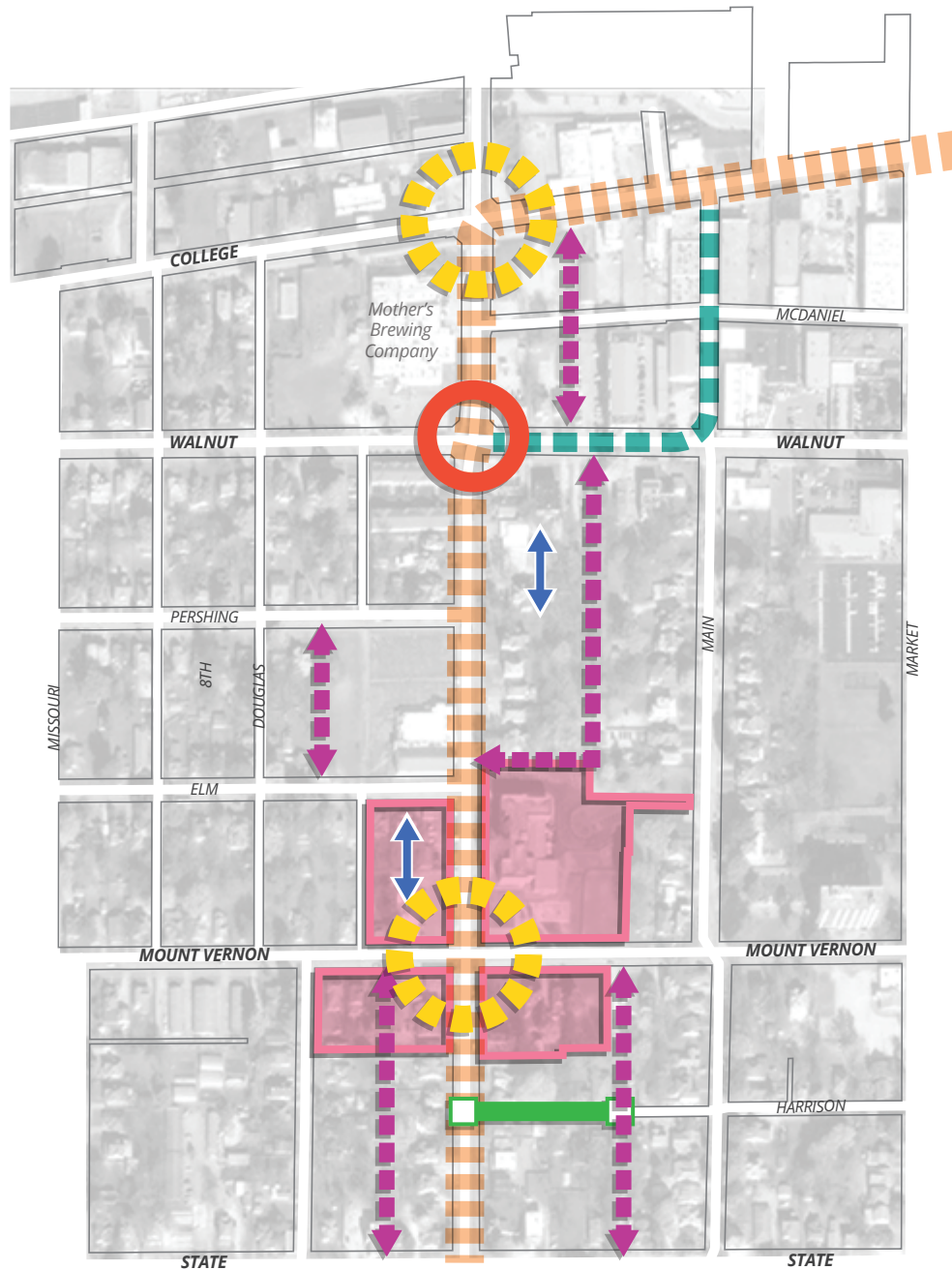
Area: ~387,300 ft² / ~8.8 ac

Maximum height: 2/3 stories

Front setback: None

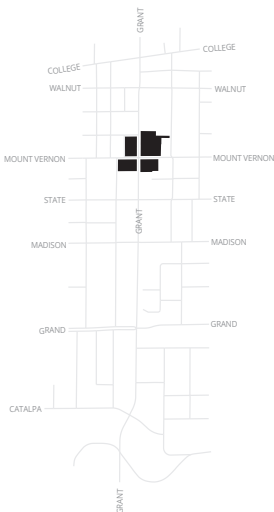
USE

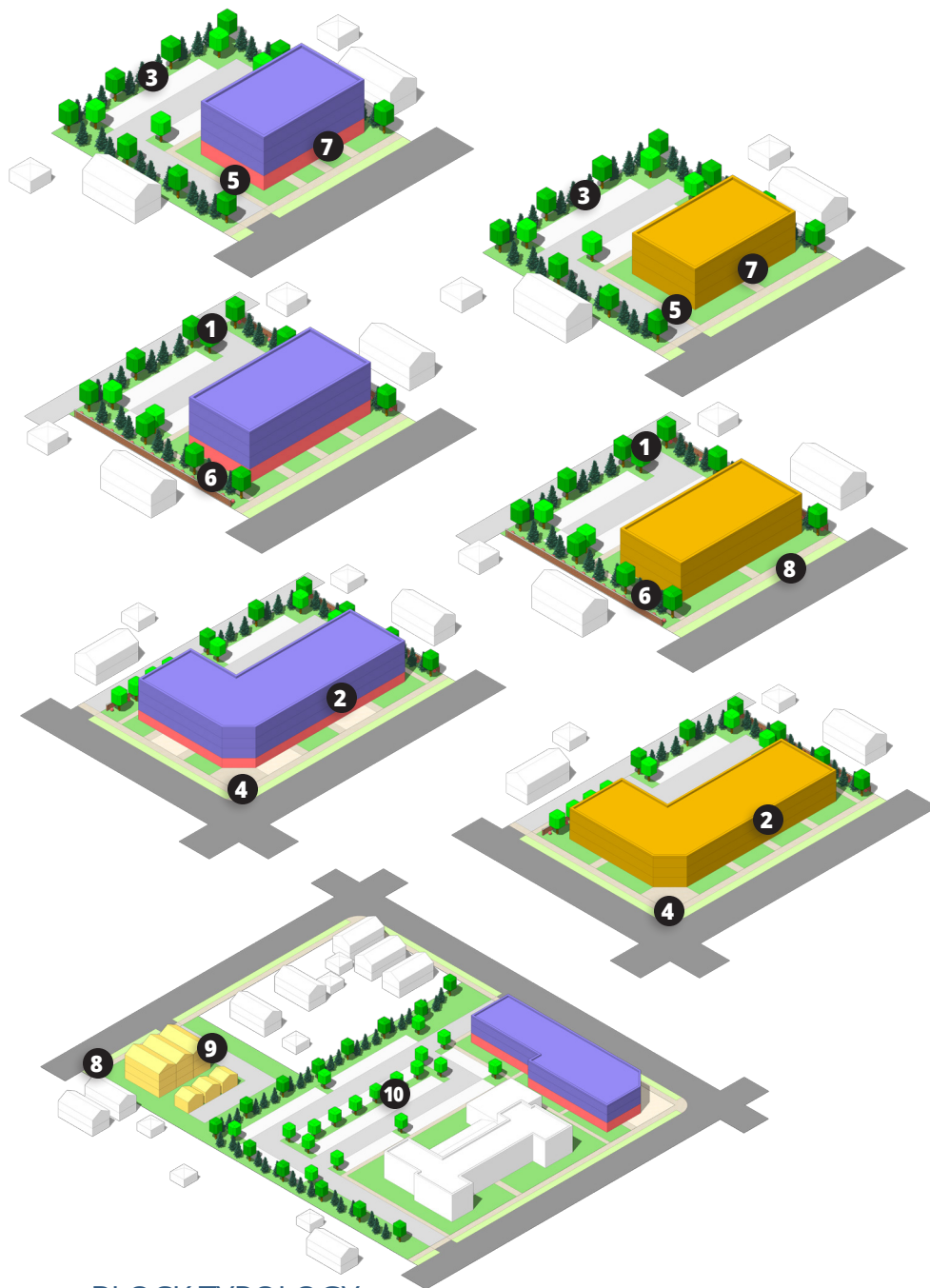
Potential adaptive reuse of existing school building for residential/childcare; Mixed-use (upper-story multifamily, ground-floor neighborhood-scale commercial, retail, and services, and/or office); Multifamily



SUBAREA C

-  Proposed Intersection Improvement & Placemaking Focal Points
-  Proposed Crosswalk Enhancement
-  Alley Opportunity
-  Cross-Access
-  Proposed Bike Lanes
-  Grant Avenue Roadway Reconfiguration
-  Potential Pedestrian Connections





BLOCK TYPOLOGY

- 1 Parking Lot** – Parking should be located behind the building and accessed through the alley.
- 2 Streetwall** – Buildings should be sited to create a continuous streetwall along Grant Avenue.
- 3 Screening** – Parking lots should be well screened from adjacent residential uses.
- 4 Siting** – New development should hold the corner with a prominent, well-designed structure.
- 5 Pedestrian Access** – Parking lots should be connected to Grant Avenue to increase pedestrian access to the corridor.
- 6 Buffering** – Walls or fencing and landscaping should be used to create clear separation between residential and nonresidential uses.
- 7 Orientation** – Buildings should be oriented toward Grant Avenue.
- 8 Setbacks** – New development should be setback to align with the existing residential structure that is closest to the public right-of-way.
- 9 Residential Infill** – New development on Main Avenue should infill with single-family attached to match the residential pattern of the street.
- 10 Shared Parking** – New development adjacent to the school building should share parking.

SUBAREA C



DESIGN CONSIDERATIONS

- 1 Façade Design** – Building facades should reinforce the character of the Subarea.
- 2 Windows** – Glazing should not be tinted or fritted with an opacity that prevents a visual connection from the public realm into storefronts.
- 3 Outdoor Dining** – Outdoor dining should be allowed to create active commercial nodes.
- 4 Rooflines** – Elements such as cornice lines should be used to draw a visual connection to adjacent development.
- 5 Materials** – Nontraditional building materials such as plastic and vinyl siding are discouraged.
- 6 Lighting** – Lighting should be incorporated into entries, signage, displays and pedestrian walkways, parking areas for wayfinding and general safety.

SUBAREA D

DESCRIPTION

Subarea D (generally Mt. Vernon to Grand Street) is intended to be a mixed residential corridor. Focus within this subarea will be on reinvestment in existing homes and new development of alternative housing types including single-family attached, such as townhomes, and multifamily that complement the rhythm and architecture of other structures in this subarea. New development should seamlessly blend with existing nearby residences while providing for a greater density. Potential exists to connect Hawthorn Park to the Parkway and establish the park as a central greenspace in Subarea D, serving as an amenity to Parkway users, residents, and future development on adjacent parcels.

BULK

Area: ~1,235,500 ft² / ~28.3 ac

Maximum height: 2/3 stories

Front setback: 15-25 ft

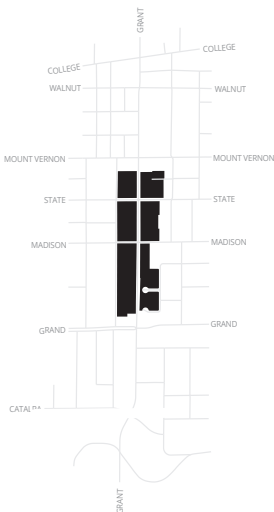
USE

Mixed residential including single-family attached, multifamily, and reinvested single-family detached

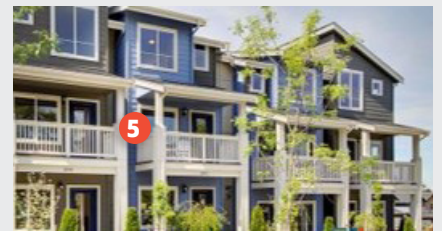
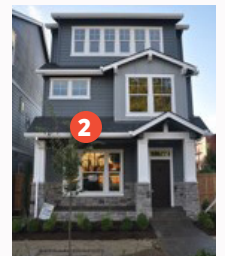
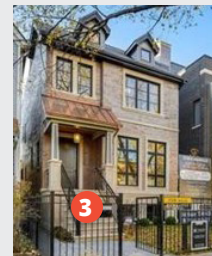
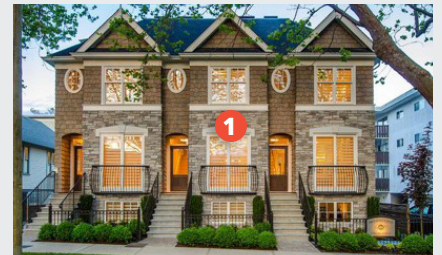
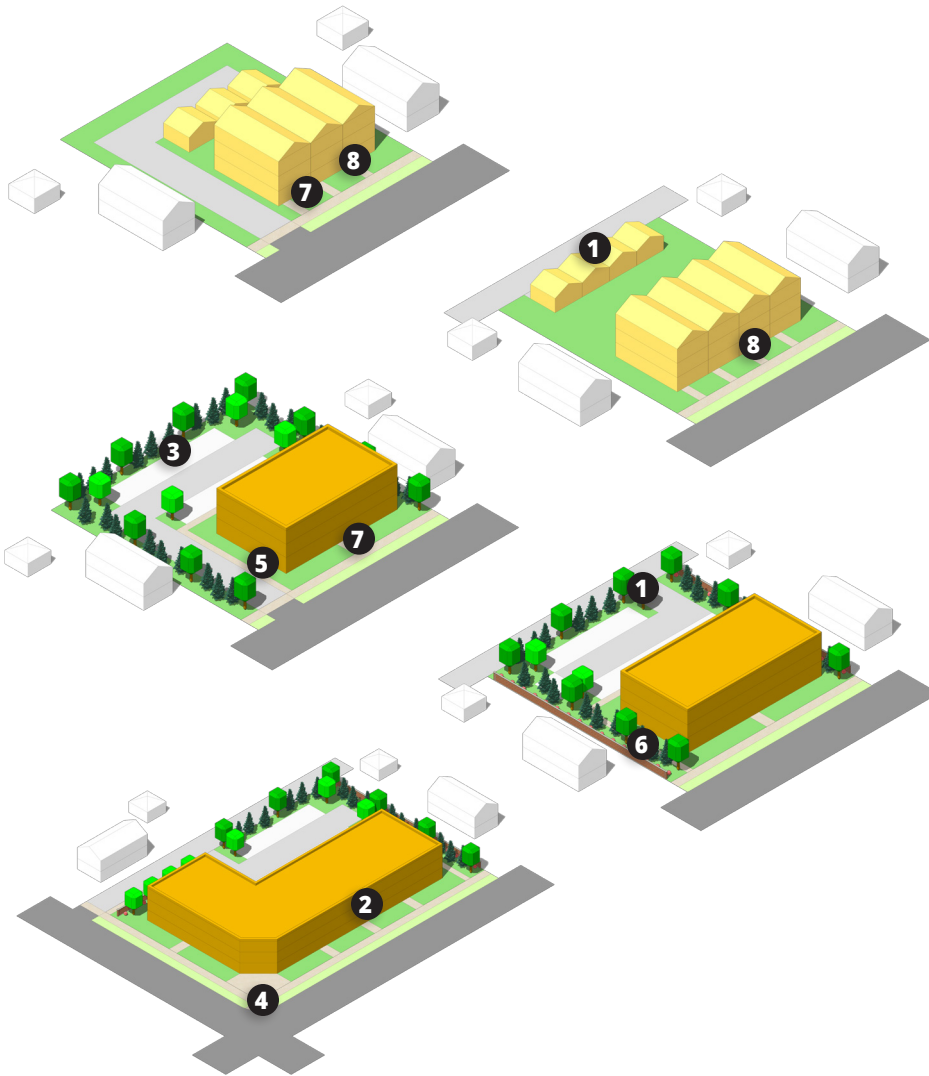


SUBAREA D

-  Proposed Intersection Improvement & Placemaking Focal Points
-  Proposed Crosswalk Enhancement
-  Alley Opportunity
-  Cross-Access
-  Proposed Bike Lanes
-  Grant Avenue Roadway Reconfiguration
-  Potential Pedestrian Connections



SUBAREA D



BLOCK TYPOLOGY

- 1 Parking Lot** – Parking should be located behind the building and accessed through the alley.
- 2 Streetwall** – Buildings should be sited to create a continuous streetwall along Grant Avenue.
- 3 Screening** – Parking lots should be well screened from adjacent residential uses.
- 4 Siting** – New development should hold the corner with a prominent, well-designed structure.
- 5 Pedestrian Access** – Parking lots should be connected to Grant Avenue to increase pedestrian access to the corridor.
- 6 Buffering** – Walls or fencing and landscaping should be used to create clear separation between residential and nonresidential uses.
- 7 Orientation** – Buildings should be oriented toward Grant Avenue.
- 8 Setbacks** – New development should be setback to align with the existing residential structure that is closest to the public right-of-way.

DESIGN CONSIDERATIONS

- 1 Façade Design** – Building facades should reinforce the high-quality character of the Subarea and residential neighborhoods.
- 2 Quality** – Smaller lot single-family detached homes should match the style of the adjacent neighborhood.
- 3 Materials** – Nontraditional building materials such as plastic and vinyl siding are discouraged.
- 4 Density** – Denser housing should complement the look of existing single-family detached homes.
- 5 Porches** – Porches are encouraged to foster a sense of activity along the parkway.

SUBAREA E

DESCRIPTION

Subarea E (generally surrounding the Grant and Grand and Grant and Catalpa intersections) is made up of two distinct areas of similar desired development and intensity. Both areas are intended to be local-serving, mixed-use neighborhood centers that benefit from traffic along Grand Street and the connection of Fasnigh Park at Catalpa Street. There is already some momentum of non-residential development at Grant and Grand with the Walmart Neighborhood Market located just east of the intersection, Casey's at the northwest corner of the intersection, and other non-residential properties at or near the intersection. The intersection of Grant and Catalpa is a unique location with entrance to Fasnigh Park and connection to the Fasnigh Creek Greenway trail and offers a unique development opportunity for a mixed-use node to develop.

BULK

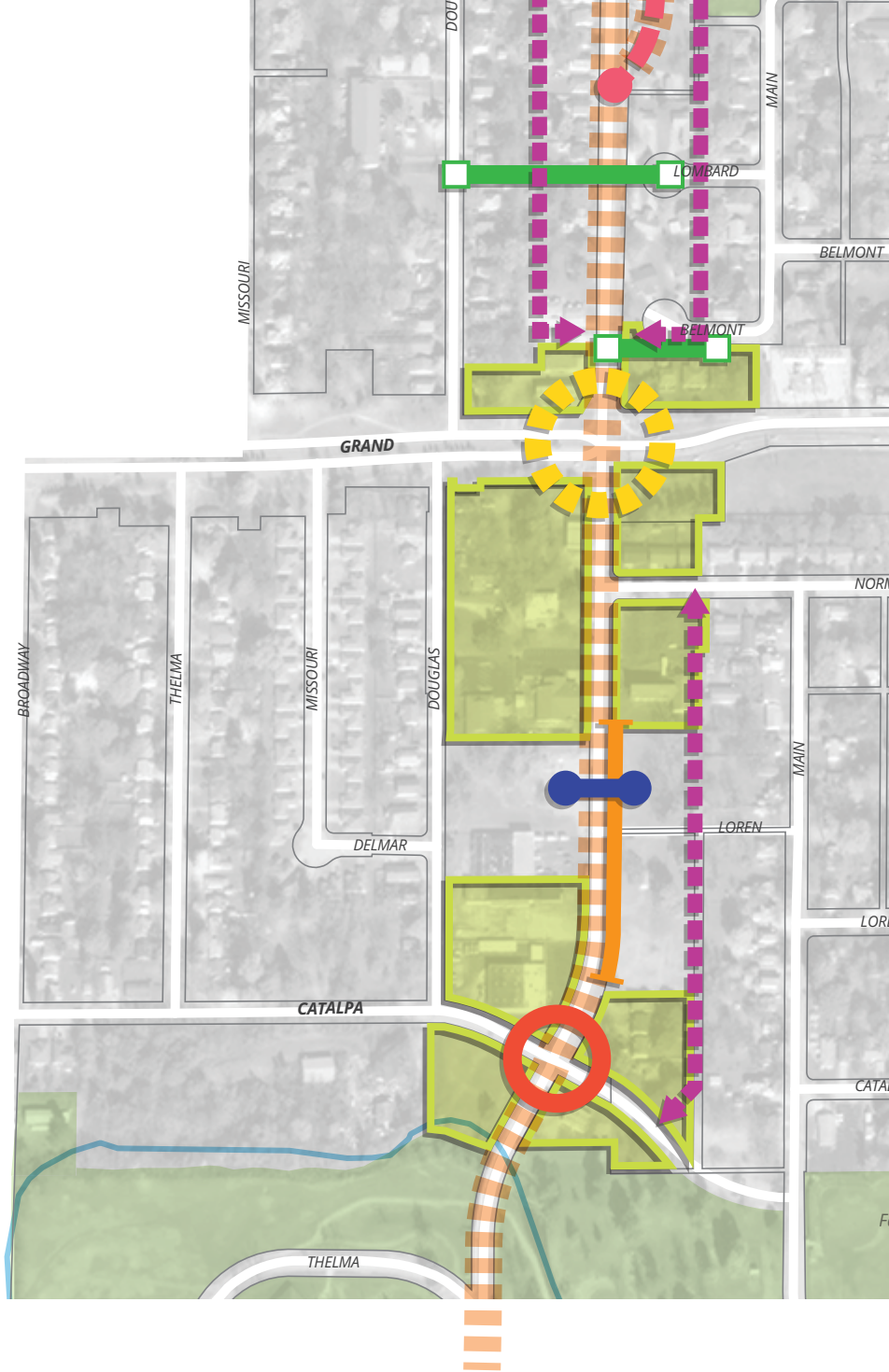
Area: ~620,500 ft² / ~21.4 ac

Maximum height: 3/4 stories

Front setback: 10-20 ft

USE

Mixed-use (upper-story multifamily, neighborhood-scale commercial, retail, and services, and/or office)



SUBAREA E



Proposed Intersection Improvement & Placemaking Focal Points



Proposed Crosswalk Enhancement



Alley Opportunity



Cross-Access



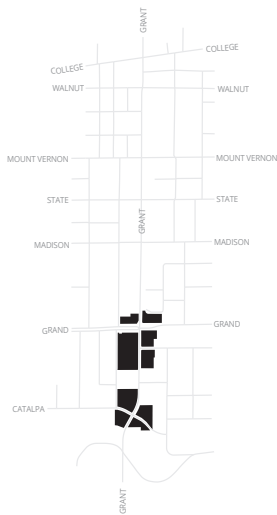
Proposed Bike Lanes

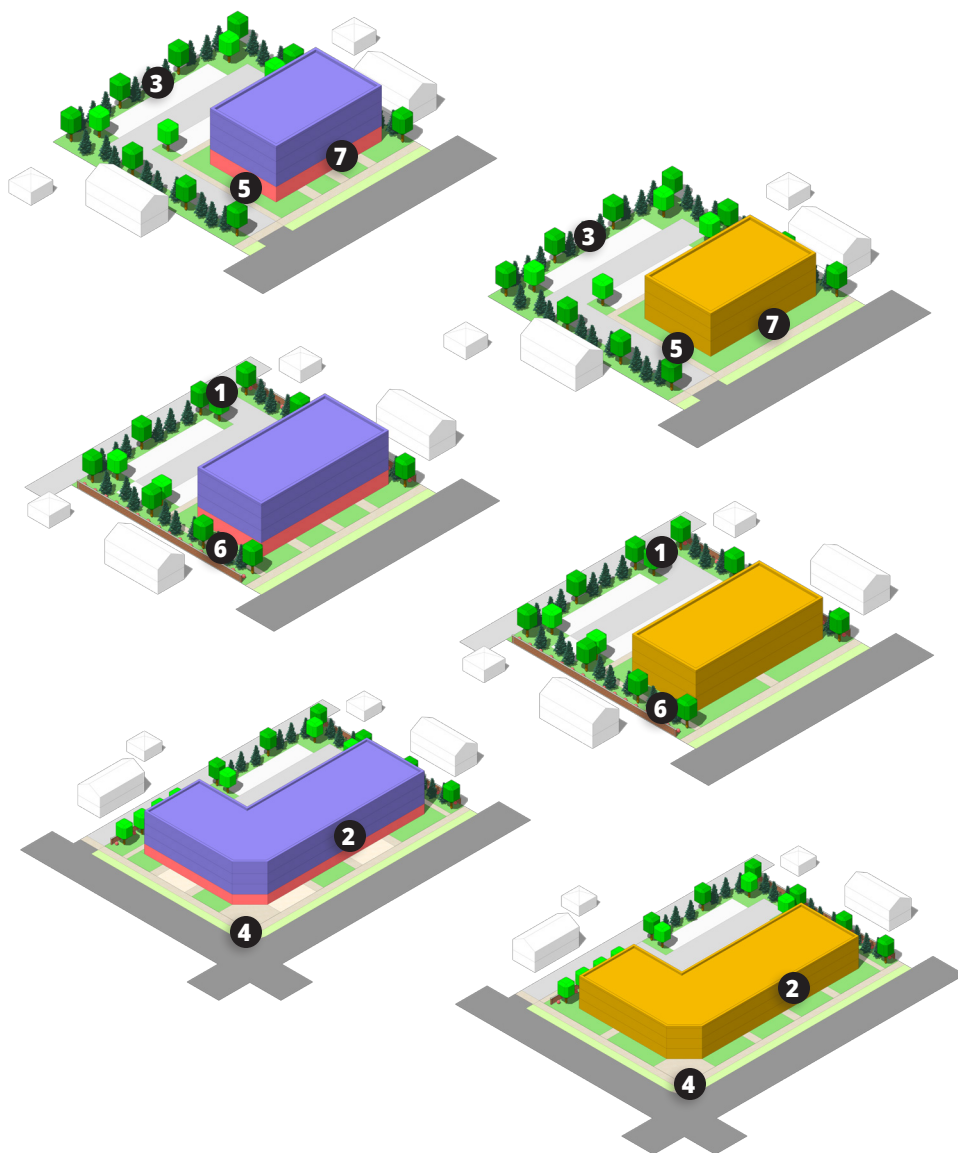


Grant Avenue Roadway Reconfiguration



Potential Pedestrian Connections





BLOCK TYPOLOGY

- 1 Parking Lot** – Parking should be located behind the building and accessed through the alley.
- 2 Streetwall** – Buildings should be sited to create a continuous streetwall along Grant Avenue.
- 3 Screening** – Parking lots should be well screened from adjacent residential uses.
- 4 Siting** – New development should hold the corner with a prominent, well-designed structure.
- 5 Pedestrian Access** – Parking lots should be connected to Grant Avenue to increase pedestrian access to the corridor.
- 6 Buffering** – Walls or fencing and landscaping should be used to create clear separation between residential and nonresidential uses.
- 7 Orientation** – Buildings should be oriented toward Grant Avenue.

SUBAREA E



DESIGN CONSIDERATIONS

- 1 Façade Design** – Building facades should reinforce the high-quality character of the Subarea and residential neighborhoods.
- 2 Landscaping** – Landscaping should protect the desired privacy of a home while not obstructing outward views.
- 3 Windows** – The installation of different styles of windows and doors on the same facade are discouraged.
- 4 Entrances** – Multiple entrances and numerous large windows (when fronting common areas or commercial space) should be encouraged to activate the Parkway.
- 5 Materials** – Buildings adjacent to a residential use should use similar materials to ensure design compatibility.
- 6 Lighting** – Lighting should provide adequate light for public safety and only use downward directional illumination.

SUBAREA F

DESCRIPTION

Subarea F (generally Grant Avenue at Delmar and Loren Streets and along Catalpa Street west of Grant Avenue) is made of two mixed residential areas. This subarea, situated between the two neighborhood commercial nodes at Grand Street and at Catalpa Street, and along Catalpa Street west of Grant Avenue along the Fassnight Creek Greenway, will accommodate multifamily development to support the adjacent neighborhood retail nodes. Nearby Fassnight Park, the Greenway trail, and the Grant Avenue Parkway will be amenities that increase the attractiveness of this subarea as a location for more intense residential development.

BULK

Area: ~449,000 ft² / ~11.0 ac

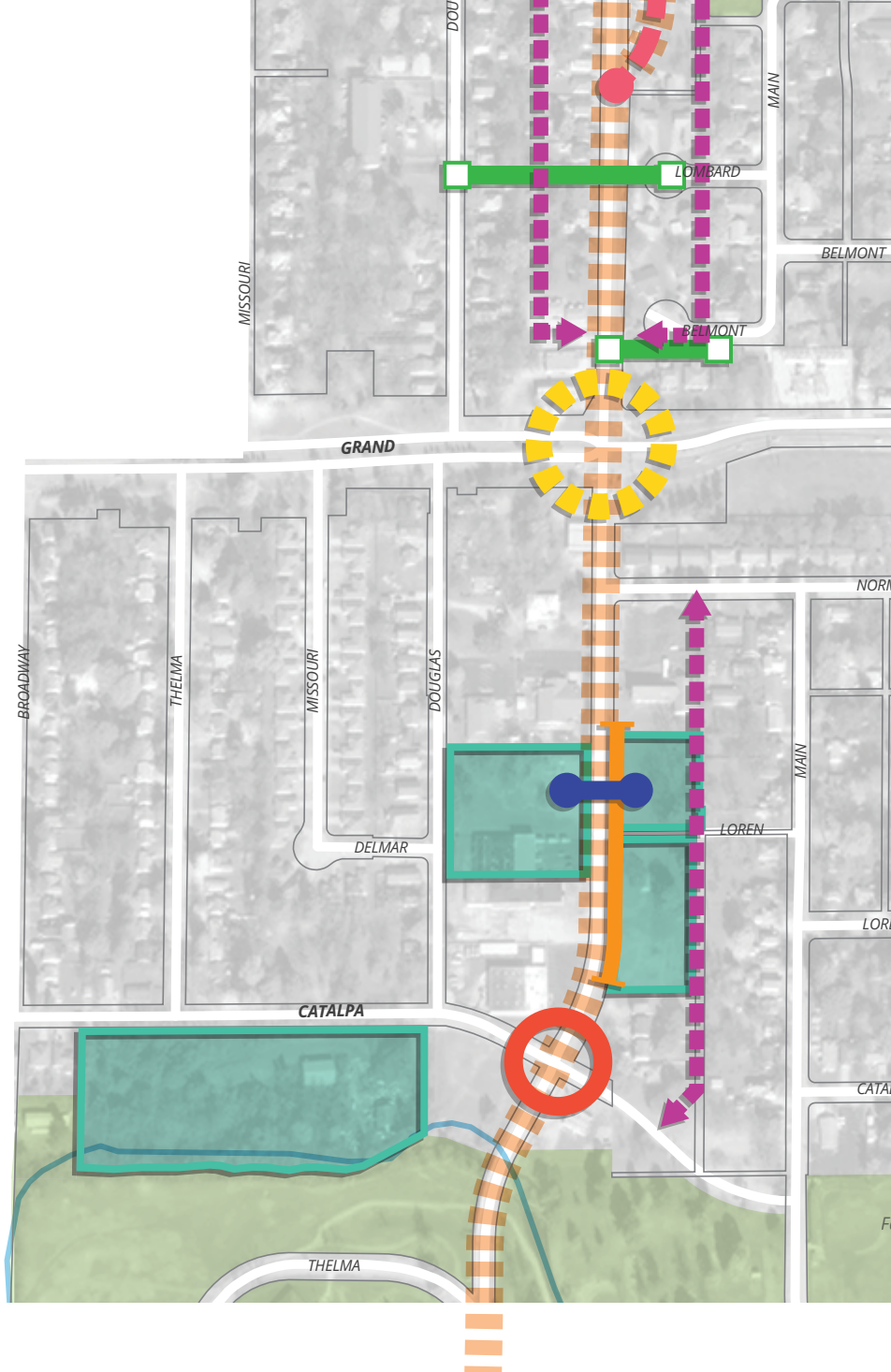
Maximum height: 3/4 stories

Front setback: 15-25 ft

Other: Development should orient to Grant Ave. and Fassnight Park

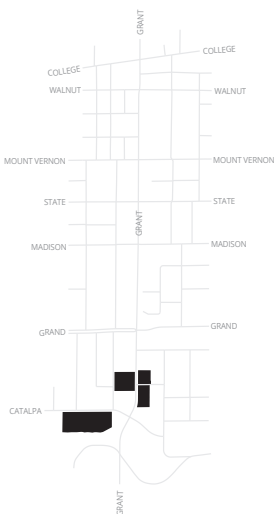
USE

Mixed residential including single-family attached and multifamily; Ground-floor commercial should also be encouraged as a component of multifamily structures

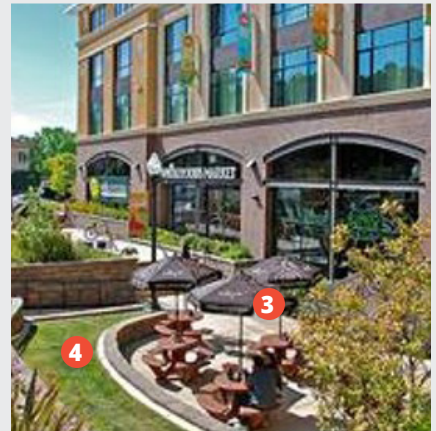
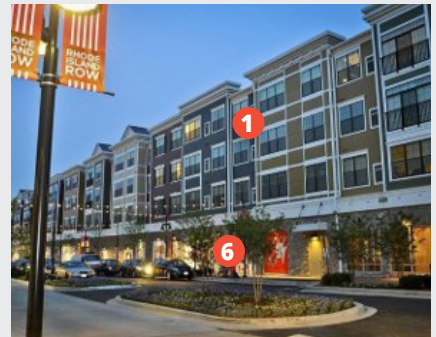
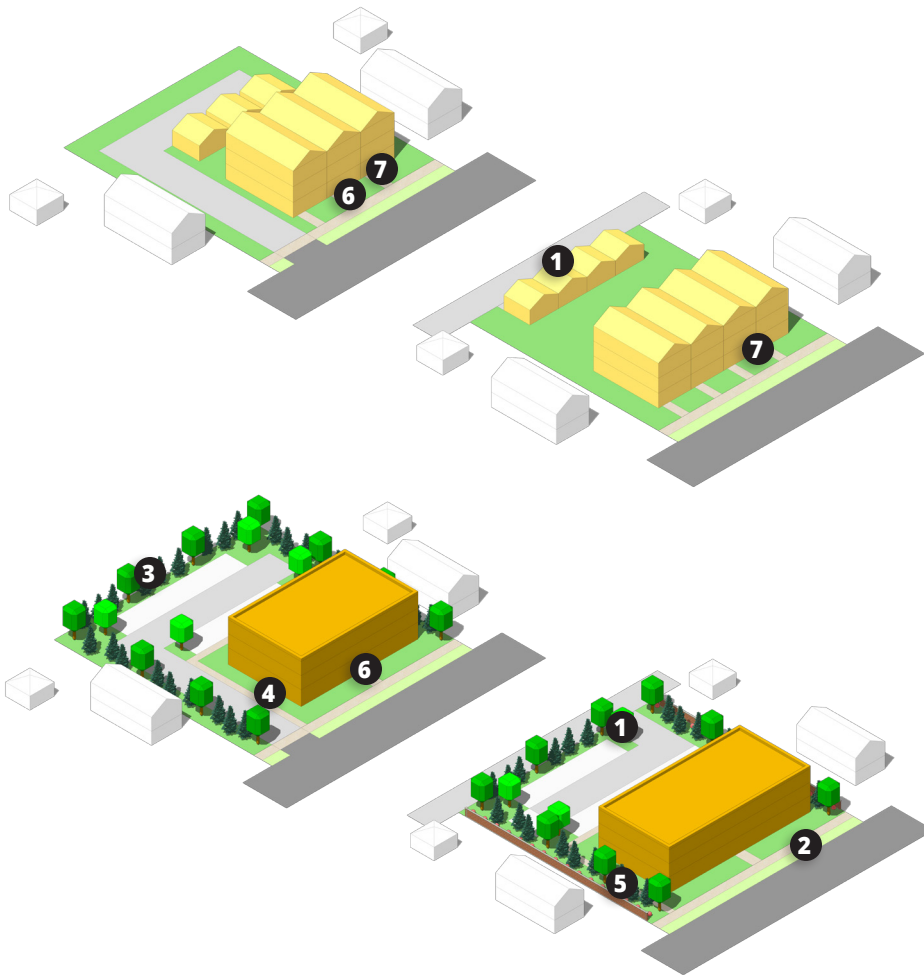


SUBAREA F

-  Proposed Intersection Improvement & Placemaking Focal Points
-  Proposed Crosswalk Enhancement
-  Alley Opportunity
-  Cross-Access
-  Proposed Bike Lanes
-  Grant Avenue Roadway Reconfiguration
-  Potential Pedestrian Connections



SUBAREA F

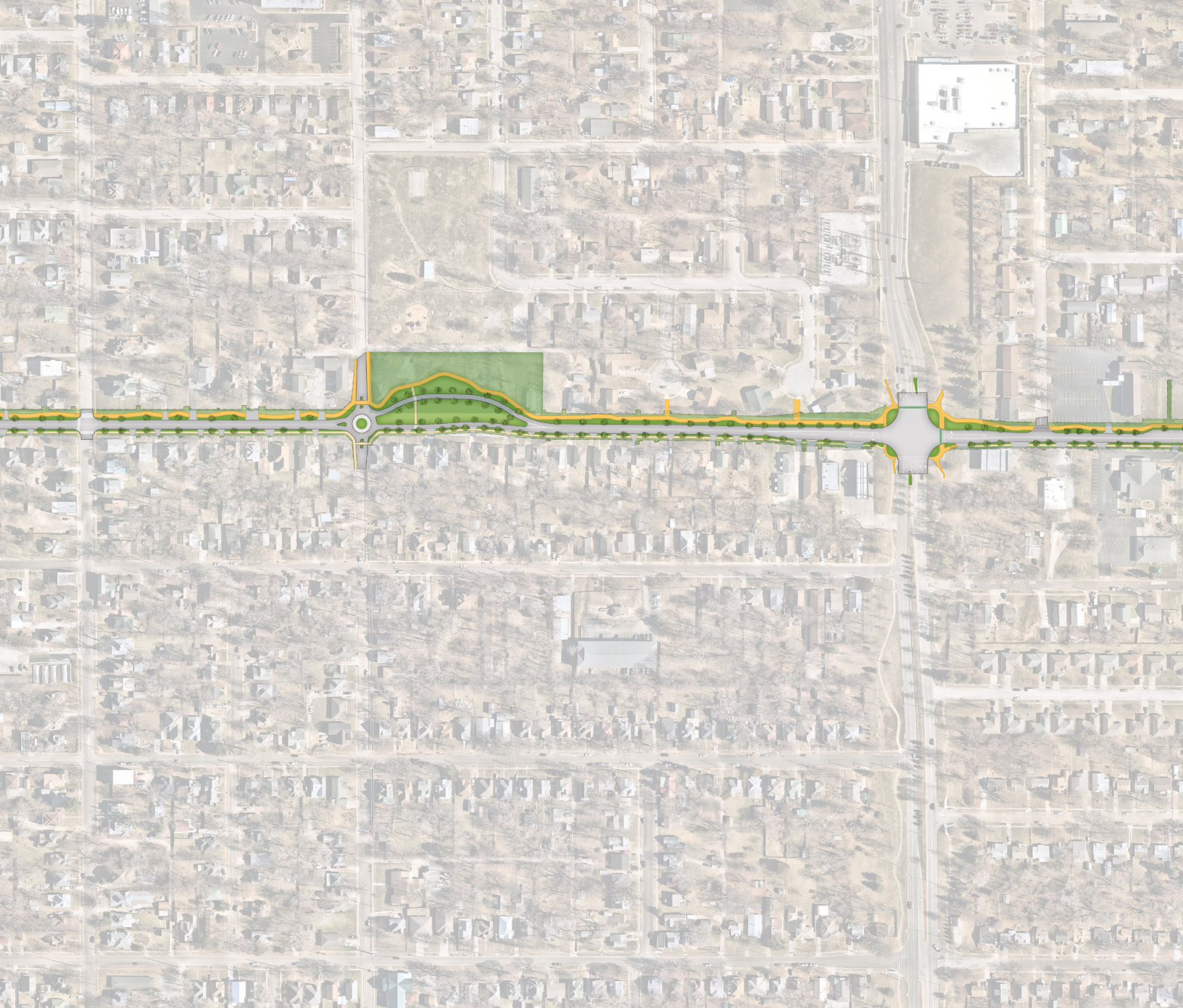


BLOCK TYPOLOGY

- 1 Parking Lot** – Parking should be located behind the building and accessed through the alley.
- 2 Streetwall** – Buildings should be sited to create a continuous streetwall along Grant Avenue.
- 3 Screening** – Parking lots should be well screened from adjacent residential uses.
- 4 Pedestrian Access** – Parking lots should be connected to Grant Avenue or Catalpa Street to increase pedestrian access to the corridor.
- 5 Buffering** – Walls or fencing and landscaping should be used to create clear separation between residential and nonresidential uses.
- 6 Orientation** – Buildings should be oriented toward Grant Avenue.
- 7 Setbacks** – New development should be setback to align with the existing residential structure that is closest to the public right-of-way.

DESIGN CONSIDERATIONS

- 1 Façade Articulation** – Articulation should be used to break up long blank facades and primary facades should front Grant Avenue.
- 2 Signage** – Signs should be proportionate to the scale of the building, complement the facade, and prioritize pedestrian wayfinding.
- 3 Outdoor Space** – Outdoor plazas should be allowed for dining and public gathering.
- 4 Landscaping** – Landscaped areas should buffer parking and service areas.
- 5 Materials** – Nontraditional building materials such as plastic and vinyl siding should be discouraged.
- 6 Lighting** – Pedestrian-scale lighting should be incorporated into entries, signage, displays and pedestrian walkways, and parking areas for wayfinding and general safety.



IMPLEMENTATION



The Grant Avenue Parkway Corridor Plan is a policy guide that outlines the necessary actions for the City to take to achieve the community's vision for the future of the corridor. It is designed to serve as a foundation for decision-making for staff, elected and appointed officials, developers, property owners, and other stakeholders. Despite the comprehensive nature of the Plan's recommendations, the Plan is not regulatory in nature. The Plan itself does not have the "teeth" needed to require new development and redevelopment along the corridor to align with the community's vision articulated in the Plan. Updates to the City's zoning regulations are needed to implement the plan.

IN THIS CHAPTER

- What does Zoning do?
- Grant Avenue Parkway Corridor Regulatory Strategy

IMPLEMENTATION THROUGH REGULATION

Zoning regulations are the rules that new development and redevelopment must follow, making them an essential tool in Plan implementation. Often, communities will adopt a plan with a clear vision, only to “pull the reins back” on the development regulations needed to achieve their objectives. There is a fear that such regulations will deter reinvestment and push development to occur elsewhere. However, properly drafted land development regulations that align with a plan, can remove unnecessary barriers to investment by providing flexibility for potential developments, offsetting the requirements related to design. In this way, land development regulations offer an opportunity to implement the plan by making good development easy.

WHAT DOES ZONING DO?

Zoning ordinances manage how land is developed and used to protect public health, safety, and welfare. Zoning ordinances are the means by which local governments regulate land use. They accomplish this in a myriad of ways, including but not limited to those detailed below.

- **Euclidean Zoning.** Euclidean zoning is the traditional approach to zoning that divides a community into zoning districts based on the types of uses that are desirable in different areas and establishes rules for how land in each district can be developed and used. Euclidean zoning districts keep high intensity uses that may impact surrounding properties, like manufacturing, away from less intense uses, like homes and schools. Each district establishes different rules that limit development activity, including which use types are allowed and how they are permitted as well as how big a building can be, where on a lot a building can be located, how much open space must be left over, how much parking has to be provided, and much more.
- **Form-based Zoning.** Form-based zoning also divides a community into zoning districts, however unlike Euclidean zoning, form-based zoning districts are based on the types of urban form and development patterns that are desirable in different areas. The foundation of form-based zoning districts in many communities is the rural to urban transect, which defines a series of areas that transition from rural areas utilized for agriculture to dense downtowns and urban cores. Put simply, form-based zoning primarily regulates what development looks like and secondarily how development is utilized. This is accomplished by establishing standards for different building types and for how building façades relate to the public realm.
- **Incentive-based Zoning.** Incentive based zoning is a type of Euclidean zoning that offers flexibility in standards and requirements in exchange for items that help a community reach its goals such as the provision of affordable housing, preservation of open space and environmental features, and much more. Increased density, height, or lot coverage are some of the most common types of incentives offered along with relief from requirements for parking and other development standards as detailed below.

- **Overlay Zoning.** Overlay zoning is used in concert with Euclidean and form-based zoning to establish unique standards for specific areas that are otherwise governed by multiple zoning districts such as downtowns, areas surrounding transit stops, historic neighborhoods, and commercial corridors. In some circumstances, the overlay zoning district applies additional standards on top of the standards of the base zoning district, while in other circumstances the overlay zoning district standards supersede or replace the standards of the base zoning district. The standards established in overlay zoning districts often control building architecture and design, allowed density and development patterns, and other topics that make the area governed by the overlay district unique.
- **Development Standards.** Development standards, often called standards of general applicability, are an integral component of Euclidean zoning. They include regulations that are relevant for all uses throughout zoning districts, such as off-street parking and loading, landscaping, fences, and much more.

- **Use-specific Provisions.** Use-specific standards are another integral component of Euclidean zoning. They include detailed regulations applicable to specific uses such as the conversion of single-family residences to office or multifamily and neighborhood-scale commercial, regardless of the district in which they are located.
- **Sign Standards.** Sign ordinances manage the type, size, and location of permanent and temporary signs in a community. Where a sign ordinance is located within a municipal code varies community by community, but can often be found in the zoning ordinance, building ordinance, business ordinance, or as a standalone title. In 2016, the Supreme Court of the United States made a decision in the *Reed vs. the Town of Gilbert* case that impacted the majority of sign ordinances throughout the country, Springfield's included. This decision clarified that sign copy is protected speech under the first amendment and held that signs cannot be treated differently based on their communicative content. Simply put, if a sign regulation can only be enforced by reading what the sign says, that regulation is a violation of the first amendment. For example, signs that communities traditionally have established specific regulations for, such as real estate signs or political campaign signs, are no longer valid.

GRANT AVENUE PARKWAY CORRIDOR REGULATORY STRATEGY

To accommodate the range of uses and block typologies included in this Corridor Plan, it is recommended that the City establish a new overlay district that supersedes the standards of the area's base zoning districts. The overlay district should be divided into subareas that align with the subareas defined in the Corridor Framework and detailed in the Subarea Plans section.

The overlay district should utilize a hybrid Euclidean, form-based, and incentive-based approach to achieve the community's vision for this area in a business and developer friendly manner. The overlay should take a Euclidean approach to the types of uses allowed in each subarea, while standards regulating architecture, design, and bulk should take a form-based approach that builds off of the block typologies. Further, incentive-based strategies should be considered to encourage a higher level of design and greater site amenity than the City would otherwise require for landscape, signs, open space, and other development standards.



One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 11-08-22

Sponsored by Lear

First Reading _____

Second Reading _____

COUNCIL BILL 2022- 277

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 98, 'Streets, Sidewalks and Public
2 Places,' Article VII, 'Encroachments on City Property,' to allow for
3 administrative approval of certain encroachments placed or installed by
4 community improvement districts in areas not adjacent to property
5 owned or leased by said districts.
6
7

8 WHEREAS, Section 98-323 of the Springfield City Code authorizes the director
9 of public works to allow certain types of encroachments on public right-of-way, provided
10 the requested encroachments abut land owned or leased by the applicant; and
11

12 WHEREAS, the governing body of any municipality may establish one or more
13 community improvement districts in accordance with Sections 67.1401 to 67.1571
14 RSMo., as amended (the "CID Act"); and
15

16 WHEREAS, the City, in accordance with the CID Act, has approved several
17 petitions to establish community improvement districts ("CIDs") in areas around the City,
18 including the Commercial Street Community Improvement District in Special Ordinance
19 25611, and the Downtown Springfield Community Improvement District in General
20 Ordinance 4924; and
21

22 WHEREAS, Section 67.1461 RSMo. of the CID Act grants to CIDs, among other
23 things, the power to install and maintain streetscape, lighting, benches and other
24 seating furniture, trash receptacles, and other useful, necessary, or desired public
25 improvements; and
26

27 WHEREAS, City Council finds that allowing administrative approval of the
28 placement or installation of certain encroachments by CIDs in accordance with
29 established procedures for the use by the public supports the City Council priority , even
30 if those encroachments do not abut property owned or leased by the CIDs, supports the
31 City Council Priority of Quality of Place.
32

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

35
36 Section 1 – Springfield City Code, Chapter 98, ‘Streets, Sidewalks and Public
37 Places,’ Article VII, ‘Encroachments on City Property,’ is hereby amended as follows:

38
39 NOTE: Language to be added is underlined, and language to be deleted is ~~stricken~~.

40
41 Sec. 98-323. Certain encroachments authorized by the director of public works -
42 Procedures related thereto.

43
44 (a) The director of public works is hereby authorized to allow, on, in, or over a
45 public street, public sidewalk or public right-of-way, pursuant to this section, the
46 following types of encroachments: awnings, canopies, planters, street furniture,
47 sidewalk cafes, projecting signs, and storage areas or docks associated with a bicycle
48 share or micromobility device rental program. Storage areas or docks shall mean
49 designated locations on the city right-of-way where bicycles or micromobility devices are
50 available for rental or use by a person other than the owner.

51
52 (b) Any person who desires to construct, install or place an encroachment provided
53 for in subsection (a) on, in, or over a public street, public sidewalk or public right-of-way,
54 shall first make application to the director of public works for an encroachment permit
55 and license, provided that the requested encroachment ~~shall abut~~ land owned or
56 leased by the applicant, ~~unless the~~ applicant is a community improvement district, or the
57 requested encroachment is a storage area or dock associated with a bicycle share or
58 micromobility device rental program. Applications for a permit and license shall be
59 submitted on forms approved by the director of public works and shall include the
60 following:

- 61
62 (1) The location, nature, size and purpose of the proposed encroachment.
63
64 (2) Plans, specifications, drawings and other information as required by the
65 director of public works.
66
67 (3) Detailed information as to any signage and markings that will be applied to
68 the proposed encroachment.
69
70 (4) An application fee according to the approved fee schedule filed with the city
71 clerk. If the proposed encroachment is for a sidewalk cafe intended to
72 operate on a temporary basis while restaurants are, by ordinance,
73 emergency declaration, or other law, required to maintain physical
74 distancing between patrons or prohibited from seating patrons at counters
75 due to the 2019 novel coronavirus, no application fee shall be required. Any
76 such sidewalk cafe for which no application permit fee is paid shall be
77 removed no later than seven days after restaurants are permitted to seat
78 patrons at counters and are no longer required to maintain physical

79 distancing between patrons due to the 2019 novel coronavirus. Upon
80 removal, any sidewalk, parking area, or other public right-of-way shall be
81 restored to its previous use as a sidewalk, parking area, or other public
82 right-of-way.
83

84 An encroachment permit or license may be issued pursuant to this section only
85 after demonstrated consideration has been given to any city "Encroachment Design
86 Guidelines" which are on file in the office of the director of public works.
87

88 (c) If the application is approved, the applicant may be issued an encroachment
89 permit from the director of public works provided the applicant enters into an
90 encroachment license agreement with the city as set forth in section 98-325.
91

92 (d) The cost of the encroachment permit shall be equal to the minimum building
93 permit fee as found in the fee schedule on file with the office of the city clerk provided
94 that no permit fee shall be required if the encroachment request is included within
95 another project that requires a building permit. If the proposed encroachment is for a
96 sidewalk cafe and no application fee was required under subsection (b)(4), no permit
97 fee shall be required.
98

99 Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to
100 affect any suit or proceeding now pending in any court or any rights acquired or liability
101 nor any cause or causes of action occurred or existing, under any act or ordinance
102 repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or
103 affected by this Ordinance.
104

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

112 Section 4 – This Ordinance shall be in full force and effect from and after
113 passage.
114

115 Passed at meeting: _____
116

117 _____
118 Mayor
119

120 Attest: _____, City Clerk
121

122 Filed as Ordinance: _____
123
124

125 Approved as to form: Kyle T. [Signature], Assistant City Attorney
126
127
128 Approved for Council action: Jason C. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2022- 277

FILED: 11-08-22

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To amend Section 98 of the City Code, 'Streets, Sidewalks and Public Places,' to provide code language that allows Community Improvement Districts ("CID") to enter into encroachment agreements for encroachments on public right-of-way with the City of Springfield.

BACKGROUND INFORMATION: Currently, City Code only allows encroachments for items placed on public right-of-way in areas directly abutting property owned or leased by the applicant. Since CID districts serve a large area, they cannot be properly permitted to provide smaller public amenities on public right-of way. This code change will formally allow the CID districts to apply for encroachment permits, within their respective jurisdictions, for small items for public use on right-of-way such as tables, benches, games, and small trash receptacles.

REMARKS: The proposed code change does not change the authority of the Public Works Director to issue some encroachments administratively as currently defined by City Code. Encroachments not allowed to be processed administratively will require City Council approval. All encroachment agreements will be reviewed for compliance with City Code and for public safety and access.

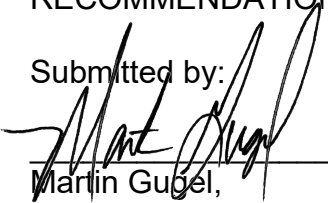
Supports the 2021 Council Priorities:

- Economic Vitality
- Quality of Place
- Public Safety

FINANCIAL: There is no financial impact to the City.

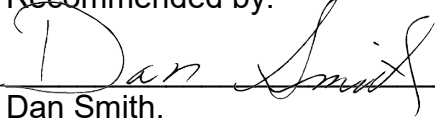
RECOMMENDATION: Public Works recommends approval of this Council bill.

Submitted by:



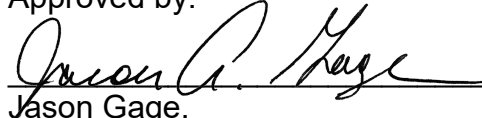
Martin Gugel,
Assistant Director of Public Works

Recommended by:



Dan Smith,
Director of Public Works

Approved by:



Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 11-08-22

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-278

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Cost Share
2 Agreement for Roadway Improvements, with the Erlen Group, to
3 coordinate participation in the cost of improvements on LeCompte
4 Road from its intersection with Division Street north to the BNSF
5 Railroad tracks; and approving a budget adjustment to amend the
6 Fiscal Year 2022-2023 budget for the Department of Public Works
7 in the amount of \$1,256,010 and to accept payment for the Erlen
8 Group's share of the project.
9 _____

10
11 WHEREAS, City Council previously adopted Special Ordinance 27762
12 authorizing the City Manager to accept \$1,500,000 in grant funds from the Economic
13 Development Administration ("EDA") and the United States Department of Commerce
14 for the purpose of upgrading LeCompte Road from its intersection with Division Street
15 north to the BNSF Railroad tracks; and
16

17 WHEREAS, these improvements will include widening LeCompte Road to three
18 lanes from the existing railroad tracks south to Springfield Underground's entrance,
19 widening of shoulders on LeCompte Road from Springfield Underground's entrance
20 south to Division, and improvements to the LeCompte Road and Division Street
21 Intersection; and
22

23 WHEREAS, LeCompte Road serves as one of the main thoroughfares for the
24 industrial, manufacturing, and warehousing land uses east of US Highway 65, and
25 these improvements will provide infrastructure necessary to accommodate current uses
26 and future needs; and
27

28 WHEREAS, total project costs are estimated at \$4,012,020, of which \$1,500,000
29 in construction costs will be paid for using EDA grant funds, and the remaining
30 \$2,512,020 in project costs will be equally split between the City and the Erlen Group,
31 estimated at \$1,256,010 each.
32

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

35 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
36 a Cost Share Agreement with Erlen Group, said Agreement to be in substantial
37 conformity with “Exhibit 1,” attached hereto and incorporated herein by this reference,
38 and approved as to form by the City Attorney, or designee.
39

40 Section 2 – The budget of the City’s Department of Public Works, for Fiscal Year
41 2022-2023, is hereby amended in the accounts and in the amounts as shown on Budget
42 Adjustment No. 027 in the Amount of \$1,256,010, a copy of which is attached hereto
43 and incorporated herein by reference as “Exhibit 2.”
44

45 Section 3 – City Council finds that the budget adjustment made above has been
46 recommended by the City Manager.
47

48 Section 4 – The City Manager is directed to cause the appropriate accounting
49 entries to be made in the books and records of the City. In the event additional funding
50 is provided under this grant by the grantor, the Director of Finance is hereby authorized
51 to adjust this appropriation by an amount not to exceed 20 percent.
52

53 Section 5 – This Ordinance shall be in full force and effect from and after
54 passage.
55

56 Passed at meeting: _____
57

58 _____
59 Mayor
60

61 Attest: _____, City Clerk
62

63 Filed as Ordinance: _____
64

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

68 _____
69 Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2022- 278

FILED: 11-08-22

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Cost Share Agreement for Roadway Improvements ("Exhibit 1") with the Erlen Group for the purpose of coordinating participation in the cost of improvements on LeCompte Road from its intersection with Division Street north to the BNSF Railroad tracks; and approving a budget adjustment amending the Fiscal Year 2023 budget of the Department of Public Works in the amount of \$1,256,010 to accept payment from the Erlen Group for their share of the project.

BACKGROUND INFORMATION: The City was awarded a \$1,500,000 grant from the United States Economic Development Administration ("EDA"), an agency of the United States Department of Commerce, to fund the reconstruction of LeCompte Road along the existing alignment from the BNSF Railroad to the Springfield Underground entrance and widen existing LeCompte Road from the Springfield Underground entrance to Division Street. Additional improvements will be made at the LeCompte Road and Division Street intersection as well as turn lane improvements on Division Street.

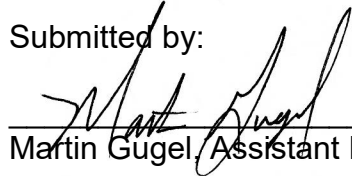
The total project costs are estimated at \$4,012,020. The EDA grant will cover \$1,500,000 in construction costs, leaving an estimated \$2,512,020 in remaining project costs. This Council bill would split the remaining costs equally between the City and the Erlen Group at an estimated \$1,256,010 each.

Supports the following City Council Priorities:

- Economic vitality
- Public safety
- Fiscal sustainability

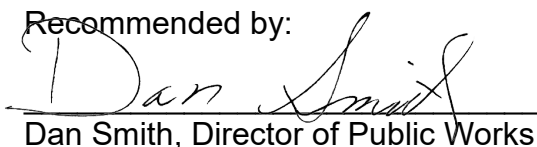
REMARKS: Public Works recommends approval of this Council bill and budget adjustment.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

ROUTING ORDER	(1) ORIGINATING DEPARTMENT PUBLIC WORKS	(2) THE ERLÉN GROUP	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
(X) NEW CONTRACT		() RENEWAL OF CONTRACT	
CITY		SPRINGFIELD UNDERGROUND	
City of Springfield 840 Boonville, PO Box 8368 Springfield, MO 65802 Phone (417) 864-1645 Fax (417) 864-1551 Attn: _____, City Attorney Dept: City Attorney		Springfield Underground, Inc. d/b/a Erlén Group 3253 E. Chestnut Exp, Suite 1 Springfield, MO 65802 Phone (417) 874-1400 Attn: John Griesemer, President	

**COST SHARE AGREEMENT FOR ROADWAY IMPROVEMENTS – LECOMPTE
ROAD AND DIVISION STREET**

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, between the City of Springfield, Missouri (hereinafter referred to as “the City”), and Springfield Underground, Inc. d/b/a Erlén Group (hereinafter referred to as “Erlén Group”):

WHEREAS, the City and Erlén Group both desire to design and construct safety, resiliency, and economic vitality improvements on LeCompte Road from its intersection with Division Street north to the BNSF railroad tracks (hereinafter referred to as “project” or “the Improvements”); and

WHEREAS, the total cost of the Improvements, including the cost to engineer and design, right-of-way acquisition, and construction, is estimated at \$4,012,020.00; and

WHEREAS, the City has been awarded a grant of \$1,500,000.00 from the United States Economic Development Administration, an agency of the United States Department of Commerce, for the purpose of constructing this project, leaving \$2,512,020.00 in remaining costs; and

WHEREAS, the Erlén Group and the City agree to share fifty percent (50%) of the remaining costs of \$2,512,020.00 for this project; and

WHEREAS, the City and the Erlén Group desire to enter into this cost share agreement to facilitate the engineering, design, permitting, and construction of the roadway improvements project shown in the roadway conceptual improvements in Exhibit A; and

WHEREAS, in connection with this Cost Share Agreement, the Erlen Group and the City agree that the amount of new right of way acquired for the project from land owned by Erlen Group shall be credited Erlen Group's portion of the cost share; and

WHEREAS, the Erlen Group agrees that the City will manage the design, bidding and construction of the improvements and the City agrees to cost share that work as provided herein; and

WHEREAS, these Improvements will benefit the safety, resiliency and economic vitality of the City.

NOW, THEREFORE, The City and the Erlen Group hereby mutually covenant and agree as follows:

1. Definitions

- a. Cost overrun. The term "cost overrun" as used in this document shall mean all costs of design and construction of the Improvements in excess of the estimated Project Costs.
- b. Cost underrun. The term "cost underrun" as used in this document shall mean the amount by which the estimated Project Costs exceed the actual Project Costs.
- c. Improvements. The term "Improvements" as used in this document shall be those roadway and associated improvements, generally located on LeCompte Road south of the railroad tracks to Division Street and the Division Street intersection improvements as shown and documented in Exhibit A, attached hereto and incorporated herein by reference.
- d. Local Costs. The term "Local Costs" as used in this document shall mean the total cost of designing and constructing the Improvements, including acquisition of right of way, less any EDA grant funds used for this purpose. Local Costs are estimated to be \$2,512,020.00.
- e. Project Costs. The term "Project Costs" as used in this document shall mean the total cost of designing and constructing the Improvements, including acquisition of right of way. Project Costs are estimated to be \$4,012,020.00.

2. Division of Costs. The parties agree to share the remaining costs to design and construct the Improvements in the following manner:

- a. The City and the Erlen Group will each share fifty percent of the cost of the improvements excluding the EDA grant funds.
- b. The Erlen Group will pay to the City their portion of the LeCompte Street Improvements cost share, estimated to be \$1,256,010.00, minus those items listed in Section 2.c. below, within five (5) business days of the City's issuance of a Notice to Proceed to the contractor.
- c. The Erlen Group shall receive credit for the value of any land owned by the Erlen Group that is acquired, dedicated, or otherwise used as right of way, and for the costs associated with designing the Improvements as part of the Erlen Group's fifty percent contribution to Local Costs.

- d. The City will be responsible for the construction of the Improvements.
- e. The City and the Erlen Group will be responsible for fifty percent (50%) each of all cost overruns, provided that all overruns shall require an addendum to this contract in writing and signed by both parties.
- f. The City and the Erlen Group will receive fifty percent (50%) each of the benefit of all cost underruns.

3. Competitive Bidding. The City shall engage in competitive bidding for the Improvements in accordance with Section 5.4 of the City Charter and shall abide by and follow the City's competitive bidding guidelines as set forth in Section 13-3.104 of the City's Purchasing Manual in all respects. The City and the Erlen Group shall concur on award of the project for the Improvements to the successful bidder and on all change orders impacting the construction and/or cost of the Improvements.

4. Prevailing Wage. The City and the Erlen Group acknowledge that all labor utilized in the construction of the Improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri.

5. Conflict of Interest. In accepting this contract, the Erlen Group certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this Agreement. All applicable federal regulations and provisions of RSMo Section 105.450 et seq. shall not be violated.

6. Assignment. The Erlen Group shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City.

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

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

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

10. Independent Parties. The relationship of the parties hereunder is that of independent contractors, and neither party shall be considered to be a partner, joint venture, employer or employee of the other under this Agreement. This Agreement creates no agency in either party, neither party has any authority whatsoever to bind the other party in any transaction or make any representations on behalf of the other party, and nothing contained herein shall constitute or designate the Erlen Group, or any of the Erlen Group's contractors, agents, or employees, as agents or employees of the City.

11. Discrimination. The Erlen Group agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation.

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

CITY OF SPRINGFIELD, MISSOURI

City Attorney or Assistant City Attorney

ERLEN GROUP

City Manager or his designee

Date:

John Griesemer, President

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 his designee

APPROVED AS TO FORM:

EXHIBIT A

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



CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
027

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46110	20	73020	411010	101052	00000	\$ 1,256,010	Contribution from Erlen Group based on Developer Cost Share Agreement
Net Revenue Adjustment						\$ 1,256,010	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46110	20	73020	509110	101052	00000	\$ 1,256,010	Upgrading LeCompte Road from its intersection with Division Street north to the BNSF Railroad tracks.
Net Expenditure Adjustment						\$ 1,256,010	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2022-23 budget by appropriating a contribution from the Erlen Group of \$1,256,010 towards upgrading LeCompte Road from its intersection with Division Street north to the BNSF Railroad tracks.

Requested By:

Dan Smith 11-08-2022
Department Head Date

Approved By:

D. J. Hill 11-08-2022
Director of Finance Date

Authorization:

Council Bill No. 2022-278
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed 11-08-22

Sponsored by: Lear, Hardinger,
Schilling, Simpson

First Reading _____

Second Reading _____

COUNCIL BILL 2022-279

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 2, "Administration," Article VI,
2 "Finances," Division 4, "Police Officers' and Fire Fighters' Retirement
3 System," Section 2-444, "Board of trustees established; membership;
4 election of members," to revise the residential requirements for
5 Pension Board candidates and to revise the procedures for filling
6 vacant elected voting positions; and amending Sections 2-473, "Non-
7 duty disability pension," and 2-474, "Duty disability pension," to remove
8 the workers' compensation offset.
9 _____

10
11 NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
12 SPRINGFIELD, MISSOURI, as follows, that:

13
14 NOTE: **Bolded** language is being added and ~~stricken~~ language is being deleted.

15
16 Section 1 – Springfield City Code, Chapter 2, "Administration," Article VI,
17 "Finances," Division 4, "Police Officers' and Fire Fighters' Retirement System," Section
18 2-444 (d) and (e) are hereby amended as follows (the remainder of Section 2-444
19 remains unchanged):

20
21 (d) Except as otherwise stated in this section, the qualifications, terms,
22 restrictions, and removal of the six citizen members of the board
23 ~~recommended~~ **appointed** by the city council public involvement committee and
24 confirmed by the city council shall be the same as described in article XV of the
25 City Charter generally for members of administrative boards established under
26 said article, except that, such citizen members, other than the citizen-at-large
27 member, shall not be required to be residents and qualified voters of the city
28 either prior to or at the time of their appointment, or during their membership on
29 the board. **Rather, both at the time of appointment and throughout any**
30 **tenure on the board, such citizen members shall be required to reside or**
31 **have a place of employment in one of the following counties: Christian,**
32 **Dallas, Greene, Polk, or Webster. As to vacancies in any of the**
33 **aforementioned five citizen member positions, there shall be a preference**

34 **for Greene County candidates such that a candidate that resides in**
35 **Christian, Dallas, Polk, or Webster County shall only be considered if there**
36 **is no candidate that resides in Greene County.** ~~If a citizen member is not a~~
37 ~~resident of the city at the time of his appointment, the location of his professional~~
38 ~~business office or his employer shall be within the city at the time of his~~
39 ~~appointment.~~ The city council public involvement committee will notify the
40 president of the board of trustees in writing of the names of persons they intend
41 to **recommend for appointment** to the board not less than ten days prior to a
42 regularly scheduled meeting of the board, and said regular meeting of the board
43 shall be prior to the date of the submission of the appointment to the city council.
44 The city council ~~public involvement committee~~ may also appoint or reappoint one
45 or more of these board members for terms of less than three years, so that the
46 expiration of the appointed board members' terms are staggered such that no
47 more than two appointed board members' terms expires in any given year. An
48 appointed member may also be subject to removal by the city council public
49 involvement committee if the member fails to attend three or more consecutive
50 regularly scheduled monthly board meetings in a 12-month period during the
51 member's term, or if the member fails to attend five meetings in a 12-month
52 period during the member's term.

53
54 (e) Elected board members shall serve until their successors are elected and
55 qualified. Appointed members shall also serve until their successors are duly
56 confirmed. If an elected **voting** board member fails to serve a full term, **then the**
57 **elected non-voting member (if any) of the same department shall**
58 **automatically be appointed the voting member and shall serve the**
59 **remaining term of the original voting member** ~~a special election to fill the~~
60 ~~vacancy shall be called after at least 15 days' notice, on the first Monday of the~~
61 ~~next succeeding month thereafter.~~ **If there is no elected non-voting member at**
62 **the time of the voting member vacancy, then a special election shall be**
63 **called. If an elected non-voting member fails to serve a full term, then a**
64 **special election shall be called. Any special election shall be called after at**
65 **least 15 days' notice, on the first Monday of the next succeeding month**
66 **thereafter.** Voting shall be according to the same procedures applicable to
67 regularly called elections.

68
69 Section 2 – Springfield City Code, Chapter 2, "Administration," Article VI,
70 "Finances," Division 4, "Police Officers' and Fire Fighters' Retirement System," current
71 Section 2-473(d) and (e) are hereby amended as follows (the remainder of Section 2-
72 473 remains unchanged):

73
74 ~~(d) Payments under this section shall be subject to offset by any amounts~~
75 ~~payable by the city under any plan of workmen's compensation established by~~
76 ~~the laws of the state.~~

(ed) Notwithstanding the above, any person who has left the service, been rehired or reinstated, and has applied for, or is receiving or has received, in service distributions pursuant to section 2-484, shall not be eligible for the non-duty disability pension provided for in this section.

Section 3 – Springfield City Code, Chapter 2, “Administration,” Article VI, “Finances,” Division 4, “Police Officers’ and Fire Fighters’ Retirement System,” current Section 2-474(c), (d), and (e) are hereby amended as follows (the remainder of Section 2-474 remains unchanged):

~~(c) Payments under this section shall be subject to offset by any amounts payable by the city under any plan of workmen's compensation established by the laws of the state.~~

(dc) With respect to participants who commenced employment in the police or fire departments on or after June 1, 2006, and become disabled pursuant to the provisions of subsection (a) above, said participants shall be evaluated by the medical board as to the degree and extent of their disabling condition in terms of the permanent partial impairment to the body as a whole, using criteria for injuries and conditions compensable under the workers compensation law, Chapter 287, RSMo. Participants with a degree of permanent partial impairment caused by their duty-related disabling condition determined by the board after review of the medical information to be 25 percent or more of the body as a whole shall receive a rate of pension for such duty disability in the amount of 66⅔ percent of the rate of salary of the participant in effect on the date of disability. Participants with a degree of such permanent partial impairment caused by their duty-related disabling condition determined by the board after review of the medical information to be less than 25 percent of the body as a whole shall receive a rate of pension for such duty disability in the amount of 50 percent of the rate of salary of the participant in effect on the date of disability.

(ed) Notwithstanding the above, any person who has left the service, been rehired or reinstated, and has applied for, or is receiving or has received, in service distributions pursuant to section 2-484, shall not be eligible for the duty disability pension provided for in this section.

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

Passed at meeting: _____

Attest: _____, City Clerk

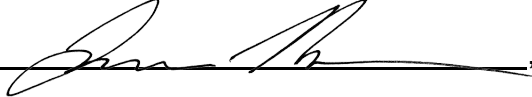
Mayor

122

123 Filed as Ordinance: _____

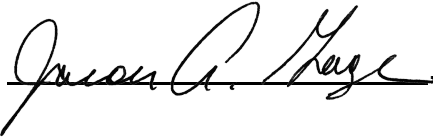
124

125

126 Approved as to form: , Assistant City Attorney

127

128

129 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2022- 279

FILED: 11-08-22

ORIGINATING DEPARTMENT: Law Department

PURPOSE: To amend the Springfield City Code, Chapter 2, "Administration," Article VI, "Finances," Division 4, "Police Officers' and Fire Fighters' Retirement System," Section 2-444 (Board of trustees established; membership; election of members); Section 2-473 (Non-duty disability pension); and Section 2-474 (Duty disability pension). These amendments are at the request and recommendation of the Police and Fire Pension Board and the Administrative Director for the Police and Fire Pension Board.

BACKGROUND: The Administrative Director for the Police and Fire Pension Board has experienced some difficulty in finding citizens who both meet the specific requirements of Section 2-444(a) (financial management, investment management, actuarial analysis, auditing, medical professionals, expertise in disability or workers compensation, and legal professionals) and either reside in City limits or have a place of employment in City limits. As such, the Pension Board initially recommended expanding the area of eligibility to include candidates who reside and/or work in Christian, Dallas, Greene, or Polk Counties. The recommendation was presented to the Finance and Administration Committee, which expressed a desire that candidates within Greene County be given a preference and asked for Pension Board input on that change. The Pension Board agreed with that change but also requested that Webster County be added to the list of eligible counties. This Bill includes the addition of Webster County and members of the Finance and Administration Committee were made aware of this change. Additional changes were made to Section 2-444(d) to clarify that the Public Involvement Committee recommends Pension Board citizen candidates, and City Council ultimately appoints them.

Additionally, the Pension Board requested that Section 2-444(e) be changed so that vacancies to elected voting positions are automatically filled by the existing non-voting member as opposed to the prior practice of having a special election. Special elections still occur for vacancies in elected, non-voting positions and in the rare circumstance where a voting member vacancy occurs and there is no non-voting member to fill that vacancy.

Finally, the Board recommended changes to disability pensions (Sections 2-473 and 2-474) to remove the workers' compensation offset. The Pension Fund actuary has historically assumed no workers' compensation offsets will occur.

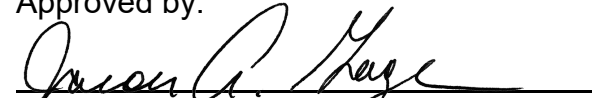
REMARKS: The actuary for the Fund has performed a cost analysis of the proposed changes to remove the workers' compensation offsets and has offered the opinion that the proposed changes will not adversely impact Plan funding, the Fund's actuarial soundness, or otherwise impair the ability of the Fund to meet its pension/benefit

obligations in the future. The actuary has further opined that the changes will not result in an increase in costs for the Fund and that the Plan's funded percentage will remain over 75% after the change.

Submitted by:


Lance Roskens,
Assistant City Attorney

Approved by:


Jason Gage,
City Manager

One-rdg. _____
P. Hmgs. _____
Pgs. 29
Filed: 11-08-22

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 280

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 469 for the purpose of permitting an
2 automobile washing business as a conditional use within the GR –
3 General Retail District, generally located at 600 South Glenstone
4 Avenue. (Staff and Planning and Zoning Commission both
5 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, following proper notice, the Planning and Zoning Commission held a
13 public hearing on October 6, 2022, a copy of the Record of Proceedings from said
14 public hearing being attached hereto and incorporated herein by this reference as
15 "Exhibit C," and recommended approval of Conditional Use Permit No. 469 for the
16 property generally located at 600 South Glenstone Avenue and zoned GR – General
17 Retail District; and
18

19 WHEREAS, City Council finds that sufficient evidence has been presented to
20 satisfy all applicable standards of the Land Development Code for issuance of
21 Conditional Use Permit No. 469; and
22

23 WHEREAS, the granting of such permit is deemed proper, and it is not found to
24 harm the community or injure the value, lawful use, and reasonable enjoyment of
25 properties in the vicinity of 600 South Glenstone Avenue.
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 adopts the City staff's specific findings of fact on the
31 proposed conditional use as set forth in "Exhibit D – Attachment 3." "Exhibit D" is
32 attached hereto and incorporated herein by this reference in its entirety. Conditional Use
33 Permit No. 469 is hereby granted in accordance with and subject to the provisions of
34 Section 36-363 of the Land Development Code. Conditional Use Permit No. 469 is

35 granted for the purpose of permitting an automobile washing business as a conditional
36 use within the GR – General Retail District, located at the property described in “Exhibit
37 B,” which is attached hereto and incorporated herein by this reference, and which is
38 generally located at 600 South Glenstone Avenue.
39

40 Section 2 – Building permits, certificates of occupancy, and any other required
41 permits or approvals may be issued by the duly authorized officials of the City provided
42 that such issuance is consistent with Section 36-363 of the Land Development Code,
43 any other applicable City regulation or ordinance, and the “Requirements for Conditional
44 Use Permit 469” described in “Exhibit D – Attachment 2” and “Exhibit A,” which is
45 attached hereto and incorporated herein by this reference. Additionally, the provisions
46 contained in “Exhibit D – Attachment 2” and “Exhibit A” shall govern and control the use
47 and development of the land described in “Exhibit B,” in a manner consistent with the
48 attached site plan depicted on “Exhibit D – Attachment 5.”
49

50 Section 3 – Any violation of the provisions of this Ordinance shall be grounds for
51 the revocation of the Conditional Use Permit granted by the adoption of this Ordinance.
52

53 Section 4 – This Ordinance shall be in full force and effect from and after
54 passage only so long as the Property and any improvements thereon conform to the
55 conditions and requirements described in Section 36-363 of the Land Development
56 Code, other applicable City regulations or Ordinances, and this Ordinance.
57

58 Passed at meeting: _____
59

60 _____
61 Mayor
62

63 Attest: _____, City Clerk
64

65 Filed as Ordinance: _____
66

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

69
70 Approved for Council action: Juan C. Hays, City Manager
71

EXPLANATION TO COUNCIL BILL 2022- 280

FILED: 11-08-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To permit an automobile washing business within a GR, General Retail District generally located at 600 S. Glenstone Avenue. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 469

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

CONDITIONS:

1. The regulations and standards listed on "Exhibit D - Attachment 3" shall govern and control the use and development of the land in Conditional Use Permit Number 469 in a manner consistent with the attached site plan ("Exhibit D - Attachment 5").

FINDINGS FOR STAFF RECOMMENDATION:

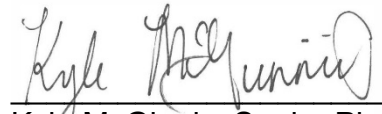
1. This application meets the approval standards for a Conditional Use Permit.
2. Approval of this application is subject to the Requirements for Approval ("Attachment 2") and site plan ("Attachment 5").
3. Approval of this request will provide for development of the subject property which is already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

REMARKS:

The Planning and Zoning Commission held a public hearing on October 6, 2022, and recommended approval, by a vote of 4 to 2 of the proposed Conditional Use Permit (see the attached "Exhibit C," Record of Proceedings).

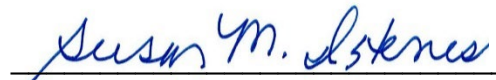
The Planning and Development staff recommends the application be approved with conditions (see attached "Exhibit A").

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 469

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 Number 469

Attachment 3, Standards and Responses for Conditional Use Permits

Attachment 4, Affidavit of Neighborhood Notification and Meeting Summary and Sign-In Sheet

Attachment 5, Proposed Site Plan

EXHIBIT A

REQUIREMENTS FOR CONDITIONAL USE PERMIT NO. 469

1. An automobile washing business is permitted in conformance with the site plan (Attachment 5).
2. The automobile washing business shall comply with all Conditional Use Permit standards (Attachment 3).
3. All other standards of the *Zoning Ordinance* and other application ordinances shall be adhered to.

EXHIBIT B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT NO. 469

SW ¼ SECTION 20, TOWNSHIP 29 NORTH, RANGE 21 WEST CITY OF
SPRINGFIELD, GREENE COUNTY, MISSOURI

Beginning at a point 30 feet South and 43.5 feet East of the Northwest corner, Southwest Quarter (SW1/4), of Section Twenty (20), Township Twenty-Nine (29) North, Range Twenty- One (21) West; said point being the Southeast corner of Glenstone Avenue and Cherry (formerly Rockbridge Road); thence East along the South line of said Cherry Street 316.5 feet; thence South parallel with the West line of said Section Twenty (20), 350 feet; thence West parallel with the South line of said Cherry Street 317.95 feet to the East line of said Glenstone Avenue; thence North along the East line of said Glenstone Avenue 350 feet to the point of beginning; all in Springfield, Greene County, Missouri.

EXHIBIT C

RECORD OF PROCEEDINGS
Planning and Zoning Commission – October 6, 2022

Conditional Use Permit 469
600 South Glenstone Avenue
Applicant: 600 S. Glenstone, LLC

Mr. Hosmer stated that this is a request to permit an automobile washing business within the GR, General Retail District generally located at 600 South Glenstone Avenue. 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 (Glenstone) and secondary arterial (Cherry) roadways. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain, stream buffer or sinkhole area. Stormwater detention will need more detailed analysis prior to construction. The CUP will allow an automobile washing business in conformance with the site plan, and all other zoning and applicable city standards. Proposed CUP meets the requirements standards. Staff recommends approval.

Mr. Knuckles asked about a comment for a six-foot fence along that east property line and if it was an existing fence.

Mr. Hosmer believes there is or was an existing fence or they're going to repair or put back in. There is a portion of it to the lot to the south had a six-foot fence, and then further to the north, up to Cherry Street, was a four-foot fence so it a requirement that there'd be a six-foot fence.

Mr. Jobe opened the public hearing.

Mr. Bob Manaus, JM Civil Engineering, Allen Texas, representing the applicant and in regard to the fence, if there isn't a six-foot fence, we will build one and here to answer any questions.

Mr. Darien Teeter, 437 W. University and I own property directly across from this proposed car wash on Cherry Street. My concern has to do with the congestion on that intersection. The corner of Cherry and Glenstone is quite busy. Especially around the 3:00 4:00 pm time frame. With people picking up their kids from the school down the street as well as normal traffic. With McDonald's being there and so forth. Where at any point in time. From 3:00pm on until maybe 6:00pm there'd be 20 or 30 cars backed up on Cherry Street blocking entrance to my building on the corner of Chair and Glenstone. My concern has to do with the congestion and also the idea of signage to force people, instead of going into that intersection, turn east on Cherry or if the driveway would bleed

out from the car wash onto Glenstone, have it turned north on Glenstone and alleviate some of the traffic congestion at that corner.

Mr. Colony asked if there were any problems with congestion when it was a bank?

Mr. Teeter stated it's a busy intersection under general circumstances. There's a school right down the street and the parents picking up students start backing up and the cars backed up from the school up to my building on a regular basis, 20 or 30 cars deep to get through that corner.

Mr. Jobe closed the public hearing.

Mr. Lebeck asked why a traffic study not required and how are the numbers determined.

Mr. Zickefoose noted that there's an international transportation standard, there's a manual in where tables based on use, so there's tables for car washes and so forth. So based on the table of the car wash by code we use those numbers out of that IDE manual. This proposal didn't meet those thresholds to require a traffic impact study.

Mr. Lebeck asked if they are factoring in any way about congestion at Cherry and Glenstone. Is that factoring into your decision whether or not a traffic impact study is needed?

Mr. Zickefoose noted they work with the intersection of Glenstone Avenue and Cherry Street are under MODot jurisdiction, so we work with them on a regular basis to try to address congestion along Glenstone, however ultimately by the code we're only able typically to allow to require a traffic study if the change in use increases the trips by 100 in the hour or 1000 in the day.

Mr. Lebeck asked about if the code doesn't factor in the decision to make a traffic impact study if there's preexisting congestion at that intersection.

Mr. Zickefoose noted that it not strictly by the code, the traffic engineer can request that. And so based on going from the bank to the proposed car wash and with the signalized intersection there, there's really no additional improvements that could be made and Glenstone isn't going to be widened at any time and there's already turn lanes, right turn lanes and left turn lanes. We also know that the car wash isn't going to generate any more traffic than the bank and traffic will remain similar after as it was before. We are addressing some of the access, we're closing an access to Cherry Street that's closer to Glenstone and we're addressing some of the congestion by that and the safety concerns by moving that access point farther away from Glenstone Avenue.

Mr. Knuckles asked about the access off of Glenstone and if the other would remain open that's furthest to the east.

Mr. Zickefoose noted that it is correct and if the uses increase the peak hour traffic by 100 or more or the 24 hours volume by 1000 or more. Then it would trigger the requirement for a traffic impact study, so changing from the bank to the car wash didn't meet that threshold.

Ms. Broekhoven noted that the traffic impact study or lack of traffic impact study was in the fact a bank or office space has been underutilized for a number of years now with traffic at that intersection still being incredibly congested like the public speaker had previously communicated.

Mr. Zickefoose thinks if a traffic impact study were done at this intersection, my opinion is that it would show that no additional improvements were needed. Maybe some retiming of the signalized intersection itself.

Ms. Broekhoven know that we've had hearings previously on the intensity of traffic that has been generated from car washes at similar intersections. And so, I think that is the primary concern that I have, as well as what I believe some of the other commissioners have, is that it will generate a significant amount of traffic at this intersection. Furthermore, you're pushing all access to the site towards the residential neighborhood behind the property, generating more noise, traffic and intensity along the single-family residential section of the development.

Mr. Zickefoose noted that the eastern entrance and driveway was already there. It was there previously and they're just going to continue to utilize it with their new development.

Ms. Broekhoven noted it's the only access point to the site.

Mr. Hosmer stated that they can go south through the properties to the south to get back to Glenstone if they choose.

Mr. Zickefoose noted that he is not sure what the output is on the car wash, but the cars exit the car wash at a fairly slow rate. So as far as them pulling out of the car wash, I don't see significant traffic flowing out of the car wash.

Mr. Lebeck asked if Planning Commission have the authority to request a traffic study? Is there a process for that?

City staff is not aware of that, and city code allows the requirement for a traffic impact study at the time of zoning.

Mr. Lebeck noted we have quite a few car washes in Springfield recently, and I think we have some good data points to see what kind of traffic these things truly generate in the city. It seems like we would have a good opportunity here to really see if that book is accurate and in the Springfield scenario, that a car wash does have no appreciable impact on the intersection.

Mr. Colony would like to direct some of that traffic to the south and those two lots that are shown on the drawing that all seem to be owned by one property owner. That that cross utilization will remain and that the car wash customers would be able to go south through the adjacent parking lot and out onto Glenstone. And if we could figure out if the applicant could figure out how some way to direct their traffic to come in off of Cherry and out onto Glenstone, that maybe we might come to a happy medium here and nobody'd have to worry about the traffic, and they'd have a nice flow. Is there any way that we can request the applicant work on signage or directional controls to push traffic out to the south out onto Glenstone and alleviate the traffic off Cherry in some way?

Mr. Zickefoose noted that the large bank lot has already been split into two lots and platted with the cross access that has been already in place, and those two lots cross access from Glenstone around to Cherry exist already.

Ms. Jill Burris, Assistant City Attorney, stated she wanted to provide the legal standard for the commission as to what it can do in granting a conditional use permit. You may recommend such condition safeguards and restrictions on the premises benefit it, as may be necessary to comply with the standards set forth in the cup section to avoid or minimize or mitigate potentially adverse effect of such conditional uses and do not see the ability to request a traffic study. But you may impose conditions or recommend that the City Council impose conditions on the use permit in addition to those already in there. She noted if there were to be a recommendation and whoever wants to make that motion that the commission could come to a consensus before making such a motion.

Mr. Colony recommend that we tag the approval of this issue of this conditional use permit that the applicant be required to or at least we recommend that the applicant employ means to direct traffic exiting the car wash to turn south again and go exit onto Glenstone, as opposed to trying to get out on Cherry with signage. I think we make some sort of recommendation that they use signage and other means to direct traffic to the south.

Mr. Jobe recalled the representative to the podium.

Mr. Bob Manaus, JM Civil Engineering, Allen Texas noted that they can put some directional signage to help direct traffic.

Mr. Colony stated that we went through an extensive discussion on another car wash on another busy street in town where they limited in and out onto that busy street and found a more creative use of more flow that actually increased their efficiency as well as controlled the access to the streets and would make that our recommendation.

Mr. Jobe asked if the recommendation was limited to signage?

Mr. Colony stated not necessarily.

Mr. Jobe stated that the motion is to require the applicant to install signage or other traffic control means to the recommendation.

Mr. Knuckles stated that he was concerned about the owner to the property not having direct access to the property when it's been moved further to the east and reduces that capacity issue. Believes it limits the access to the property owner by proposing indirect access to his business on the corner and I'm concerned of closing off that east access or limiting traffic through that access.

COMMISSION ACTION #1:

Mr. Colony motioned to **approve** Amendment to Conditional Use Permit 469 (City Council require the applicant employ additional means of traffic control and signage as is necessary to make it clear to their customers that there is access to Glenstone, to the south, as well as onto Cherry Street). Mr. Lebeck seconded the motion. Ayes: Colony, Pauly, and Lebeck. Nays: Jobe, Knuckles, and Broekhoven. Abstain: None. Absent: Doennig. **Motion Failed.**

COMMISSION ACTION #2:

Mr. Knuckles motioned to **approve** Conditional Use Permit 469 (600 South Glenstone Avenue). Ms. Broekhoven seconded the motion. Ayes: Jobe, Knuckles, Colony, and Lebeck. Nays: Pauly and Broekhoven. Abstain: None. Absent: Doennig.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

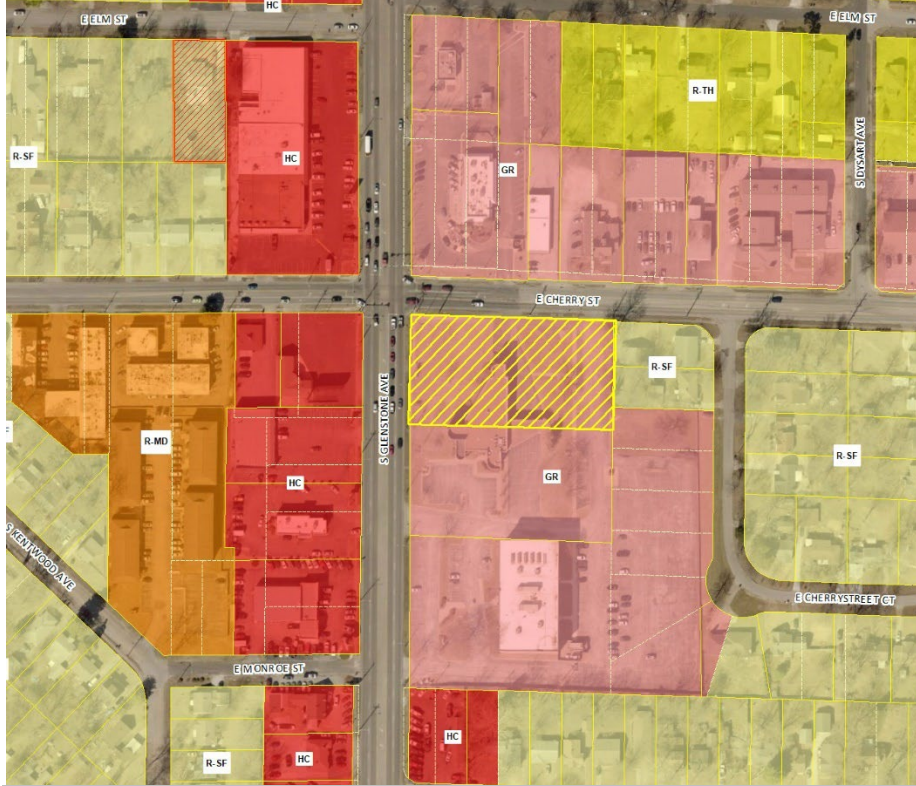


PLANNING AND ZONING COMMISSION PUBLIC HEARING:

OCTOBER 6, 2022

CITY COUNCIL PUBLIC HEARING:

OCTOBER 31, 2022



CASE NUMBER:

Conditional Use Permit 469

LOCATION: 600 S. Glenstone Avenue

ACRES: 1.08 acres

EXISTING LAND USE: Vacant (recently cleared)

APPLICANT: 600 S. Glenstone 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 469.

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

SUMMARY OF REQUEST:

Request to permit an automobile washing business within the GR, General retail district generally located at 600 S. Glenstone Avenue.

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.

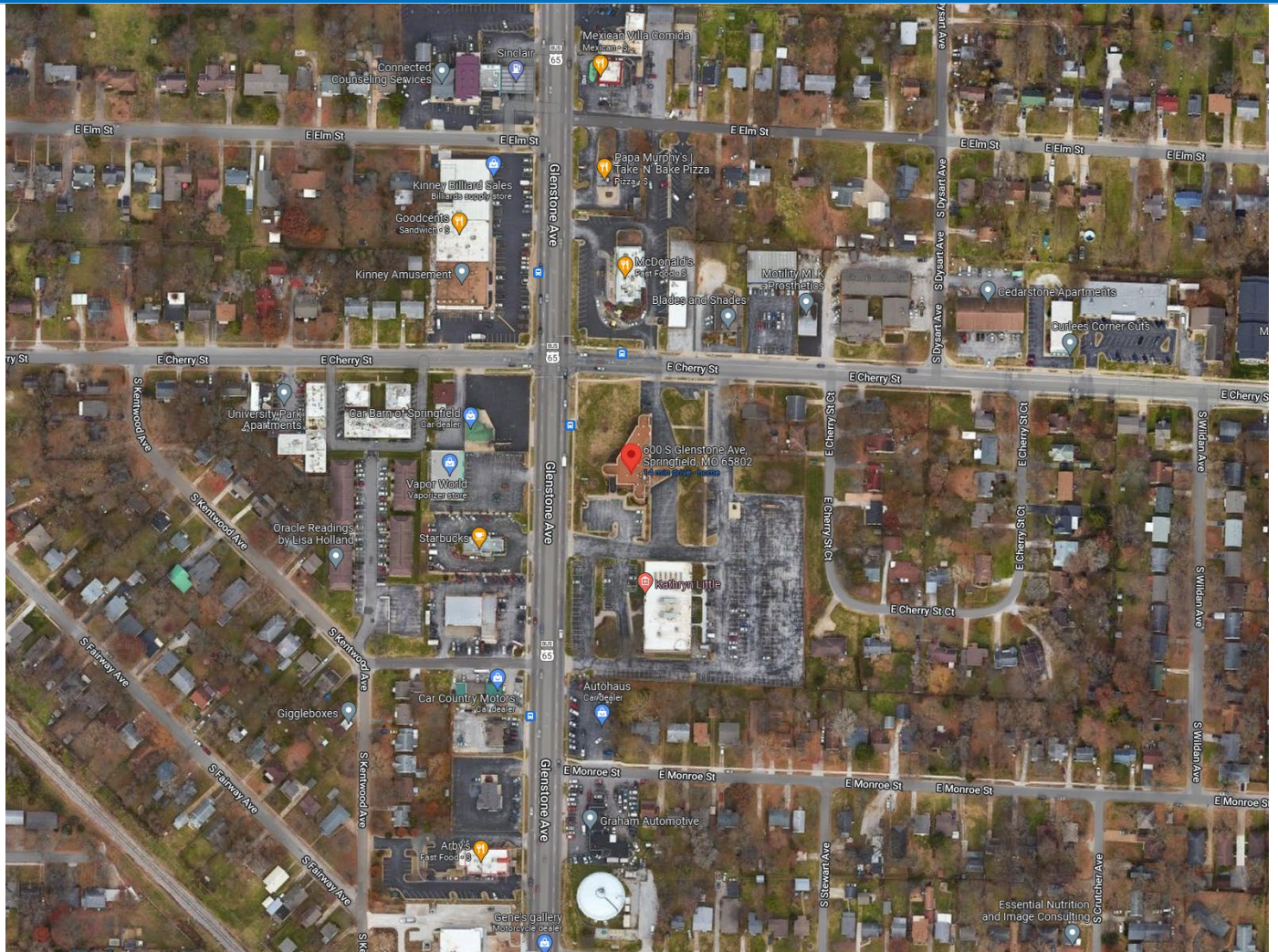
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GR	GR	R-SF and GR	HC
LAND USE	Eating and drinking establishments use group; retail sales use group; personal services use group	General office use group	Single-family homes; commercial off-street parking	Retail sales use group

Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



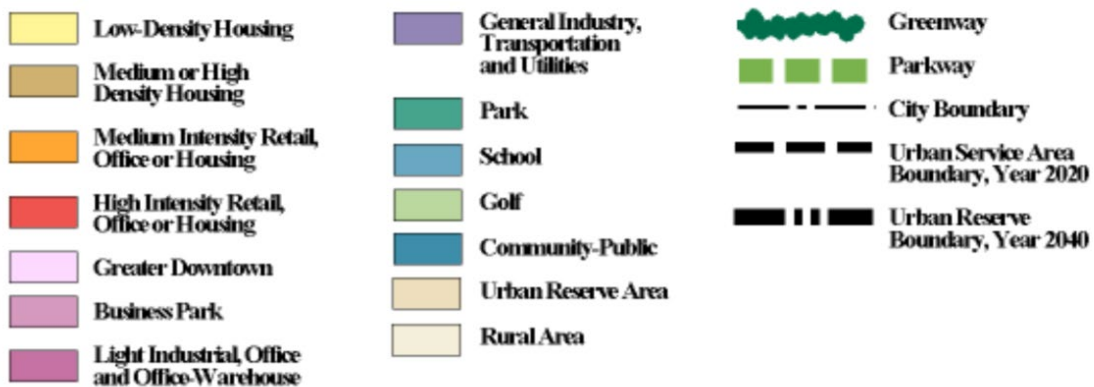
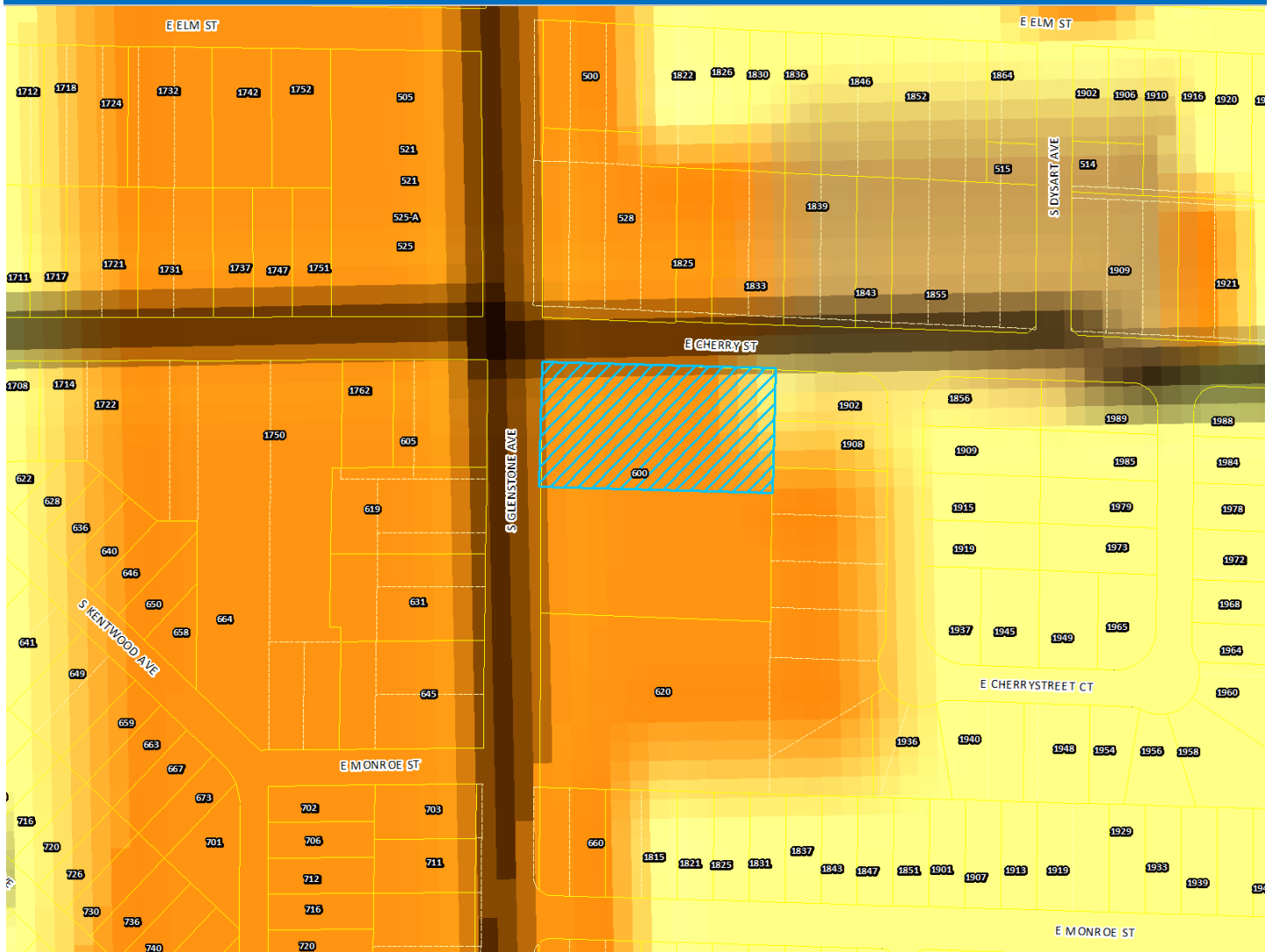
GOOGLE MAPS STREET VIEW:



Development Review Staff Report



GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property was zoned GR as part of the city-wide mapping completed in 1995 and has maintained this zoning classification since.

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 Medium-Intensity Retail, Office, or Housing, which the *Comprehensive Plan* generally equates to the GR, General retail district, amongst the City's other commercial and office districts. The property is currently zoned GR, meaning the proposed automobile washing business is compatible with the *Comprehensive Plan* provided it receives the approval of a Conditional Use Permit by City Council as required by Section 36-421 of the Land Development Code.

Development Review Staff Report



STAFF COMMENTS:

1. The applicant is requesting approval of a Conditional Use Permit for an automobile washing business in the GR, General retail district. The *Zoning Ordinance* requires a Conditional Use Permit in the GR district for such a use per Section 36-421.
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 5.
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 September 15, 2022 regarding the use permit 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: 11	Returned: 0
--	------------	-------------

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

CONDITIONAL USE PERMIT 469

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 property 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 **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 **will be dependent on further analysis of the surrounding stormwater infrastructure and downstream impacts** 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. The site is primarily composed of existing impervious surface area. After the subdivision, each lot will have to submit for detention requirements based on if the impervious surface area is increased on the individual lot from the existing impervious surface area. Any development or redevelopment that increases runoff, through the increase in impervious surface, must meet the detention requirements of Chapter 3 Sec. 2.3.3.
 - a. 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 will be based on the stormwater analysis at the time of development.
 - b. The Fee In-Lieu-Of Detention Application looks acceptable for the volume calculated. The Application will be approved or denied upon submission of plans for the construction.

Water Quality Requirements:

1. Both lots created in the subdivision are over one acre in area. If one acre of open space and impervious surface area are disturbed at the time of development, then water quality will be required. Water quality is required for new development projects or redevelopment projects within the City Limits of Springfield with new or increased impervious surfacing exceeding one acre. This includes projects less than one acre that are part of a larger common plan of development or sale that will disturb more than one acre over the life of the project. See Chapter 10 Sec. 2.0.

Development Review Staff Report



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.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Glenstone Avenue as a Primary Arterial and E. Cherry Street as a Secondary Arterial roadway. The standard right-of-way width for S. Glenstone Avenue is 50-feet from the centerline and 35-feet from the centerline for E. Cherry Street. It appears an additional 10 feet of right-of-way is required for S. Glenstone Avenue and an additional five feet is required for E. Cherry Street to meet this requirement. A survey is recommended to determine the exact amount of existing right-of-way. S. Glenstone Avenue is a state-maintained street and E. Cherry Street is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count for S. Glenstone Avenue is 36,322 vehicles per day. The most recent traffic count for E. Cherry Street is 7,202 vehicles per day. On-street parking is not allowed along either S. Glenstone Avenue or E. Cherry Street.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from S. Glenstone Avenue and two driveway access points onto the property from E. Cherry Street. The westernmost access on E. Cherry Street does not meet existing City of Springfield spacing standards and is required to be closed.

SIDEWALK

There is existing sidewalk along the property frontage of S. Glenstone Avenue and along E. Cherry 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 S. Glenstone Avenue and one along E. Cherry 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

Traffic has no issues with the Conditional Use Permit. The right-of-way requirements and westernmost driveway closure on Cherry Street are being addressed as part of the associated plat. Please label the 100-foot by 100-foot sight triangle and call out the westernmost driveway approach on Cherry Street as, "To be closed per City of Springfield Public Works Design Standards" on the site plan.

Development Review Staff Report



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

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	S. Glenstone Avenue	Primary Arterial	No	40	50
Street 2	E. Cherry Street	Secondary Arterial	No	30	35
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		16	67	720	
*Proposed Trips Generated		16	67	720	
Additional Trips Generated		0	0	0	

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

Development Review Staff Report



REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2

CONDITIONAL USE PERMIT 469

1. An automobile washing business is permitted in conformance with the site plan (Attachment 5).
2. The automobile washing business shall comply with all Conditional Use Permit standards. (Attachment 3).
3. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

Development Review Staff Report



STANDARDS FOR CONDITIONAL USE PERMIT 469

ATTACHMENT 3

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff response:
1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan.	The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan.	The <i>Comprehensive Plan</i> designates this property as appropriate for Medium Intensity Retail, Office, or Housing and equates this land use designation to the GR, General retail district. The subject property is zoned GR. The City's <i>Zoning Ordinance</i> requires the approval of a Conditional Use Permit for automobile washing businesses in the GR district.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	The Traffic Operations Division of Public Works has reviewed the proposed site plan and has provided the applicant with their requirements and standards. The westernmost driveway on E. Cherry Street is required to be closed as part of this development. Pedestrian infrastructure is currently available on both S. Glenstone Avenue and E. Cherry Street.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	The proposed conditional use will not increase the hazard to adjacent property from fire damage.	The Fire Department has reviewed the proposed conditional use and has not found any hazards at this time. A full review of the building plans will be performed as part of the building permit process, at which time the Fire Department will confirm conformance with all relevant Fire Code requirements.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	The Stormwater Engineering Division of Public Works has reviewed the proposed conditional use and has provided the applicant with their requirements and standards. The property is not located within a FEMA-designated flood plain, nor is staff aware of flooding issues in this area.

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:
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	The GR district permits a number of commercial uses which attract the motoring public whose vehicles idle during service, such as drive-thru eating and drinking establishments. Staff does not anticipate that the proposed conditional use will produce noise levels above those typically associated with uses permitted by right in this district.
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 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 so as to eliminate or mitigate such glare are proposed.	The proposed site plan has been situated so as to reduce the glare of vehicular lights towards the residential districts to the east as much as possible. The proposed vacuum stalls have been oriented to the north and south, away from the residential properties, and the proposed bufferyard along the east property line will further shield these properties from glare.
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	Staff does not have any concerns with the proposed signage, which will be fully reviewed during the building permit process.
8. Such signs will not have an adverse effect on any adjacent properties.	Such signs will not have an adverse effect on any adjacent properties.	Staff does not anticipate that such signs will negatively impact adjacent properties.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	The 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 used.	The Traffic Engineering Division of Public Works has noted that additional right-of-way is needed along both S. Glenstone Avenue and E. Cherry Street. This will be resolved as part of the ongoing platting process, which seeks to subdivide the existing lot into two separate lots.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare.	The 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 public health, safety and general welfare.	The subject property is zoned GR and is located along one of the City's principal commercial corridors. Where adjacent to residential properties, the applicant is required to install a bufferyard to ensure that its residential neighbors are sufficiently insulated from future commercial activity. Staff does not anticipate any undue adverse effect upon the surrounding property, the character of the

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:
		area, traffic conditions, parking, utilities, or other matters affecting public health, safety, and welfare.
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.	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.	Due to the property's GR zoning and its R-SF neighbors to the east, all future buildings will be required to remain below a 30-degree bulk plane measured from the east property line, which will limit the building's impact on its residential neighbors. Furthermore, the required bufferyard F, at a width of 20 feet, will require the installation and maintenance of an approved form of screening (e.g. six-foot wood privacy fence) where adjacent to property zoned R-SF, if not already present.
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	The proposed conditional use will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	No such topographical or physical features exist on this property.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	The proposed conditional use will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.	No such features are present on this property.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	The proposed conditional use otherwise complies with all applicable regulations of this article, including lot size requirements, bulk regulations, use limitations and performance standards.	A plat has been submitted for the subdivision of this property into two commercial lots, both of which must comply with Code's minimum lot size requirements. All bulk regulations, use limitations, and performance standards will be reviewed for compliance at the time of building permit review; however, following a preliminary review of the attached site plan, staff does not have any critical concerns at this time.
15. The proposed conditional use at the specified location will contribute to or	The proposed conditional use at the specified location will	This commercial property is suitable for such a conditional

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:
promote the welfare or convenience of the public.	contribute to or promote the welfare or convenience of the public.	use by providing a service for the motoring public at a convenient location.
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.	Off-street parking and loading areas will be provided in accordance with the standards set out in this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from injurious effect.	As noted previously, the proposed vacuum stalls have been oriented to the north and south, while the proposed parking stalls have been oriented toward the west – all facing away from the residential properties to the east. Furthermore, the proposed bufferyard will include a form of screening, if not already present.
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.	Adequate access roads or entrances 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 proposal requires the removal of the westernmost drive approach on E. Cherry Street, eliminating a dangerous access point located too close to the intersection of E. Cherry Street and S. Glenstone Avenue. Furthermore, the site will provide an excess of queuing spaces to ensure that patrons do not queue out into the public right-of-way, which is not permitted.
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.	The vehicular circulation elements of the proposal 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.	The proposal has been reviewed by the Traffic Engineering Division of Public Works, who has not made note of any such concerns.
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 use will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	City Utilities and Traffic Engineering have both reviewed the proposed conditional use and have not made note of any such concerns.
20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	The existing structure has been demolished to make way for the separate development of the two proposed commercial lots.	As indicated by the applicant, there are no remaining existing structures on the property to be converted as part of this project.
21. The proposed conditional use will be served adequately by essential public	We believe this statement to be true.	Following our preliminary review, staff does not have any concerns

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:
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.		pertaining to this site's access to essential public facilities and services.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

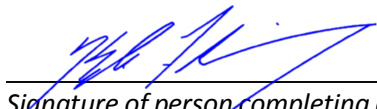
1. Conditional Use Permit for: TAKE 5 CAR WASH
2. Meeting Date & Time: September 15 2022 @ 4:00pm to 6:30 pm
3. Meeting Location: 600 S. Glenstone Ave., Springfield, MO 65802
4. Number of invitations that were sent: 133
5. How was the mailing list generated: City Staff
6. Number of neighbors in attendance (attach a sign-in sheet): 1
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.)

No verbal comments were presented.

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

Written comments were about the increase of traffic and pedestrian area at the corner of Cherry and Glenstone - (Mary Lowe)
After speaking with Mary at the site, she was please with the driveway location being as far away from Glenstone as possible. She was also pleased with the landscaping and how the lighting had limited bleed-over.

I, Kyle Flaming (*print name*), attest that the neighborhood meeting was held on 09/18/22 (*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

Kyle Flaming

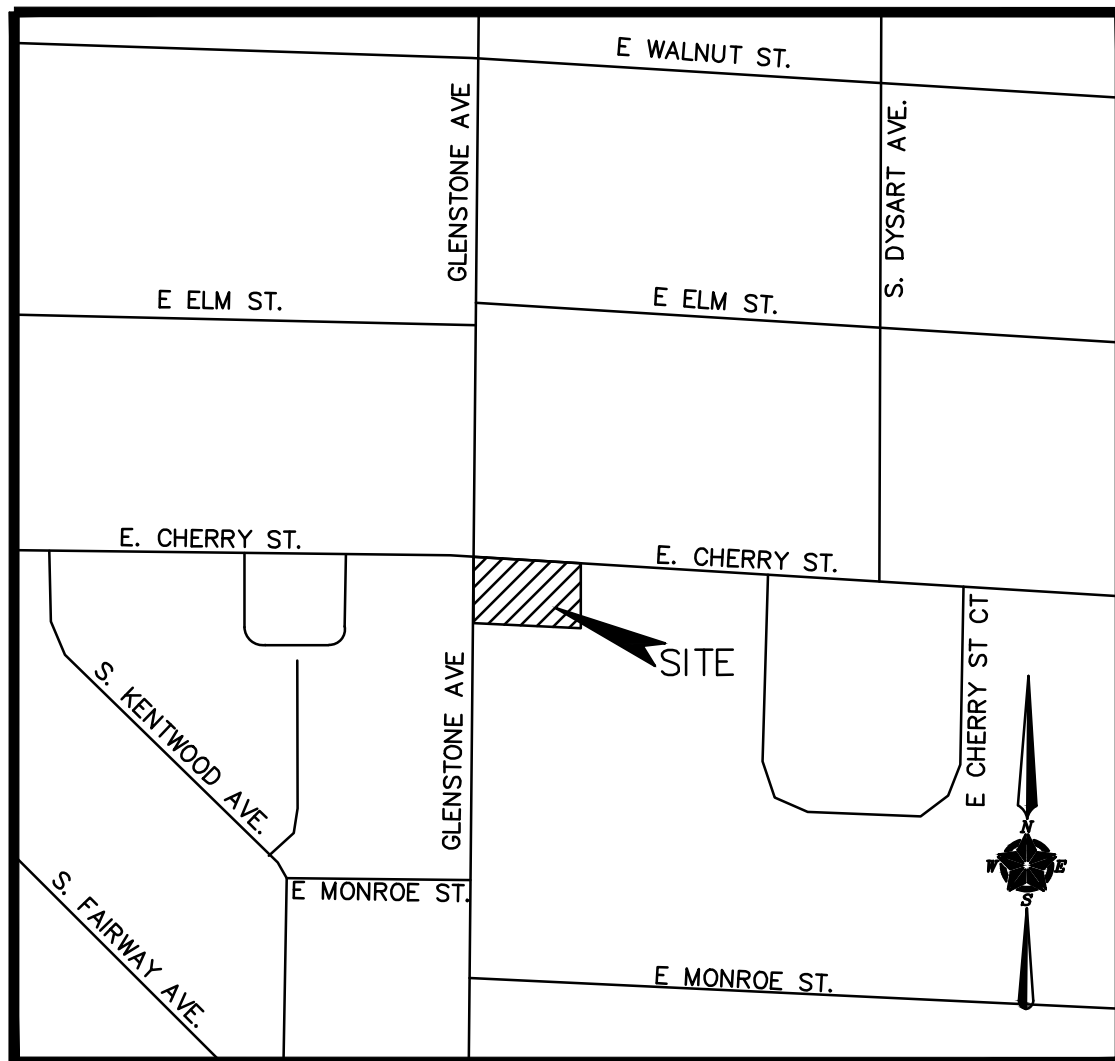
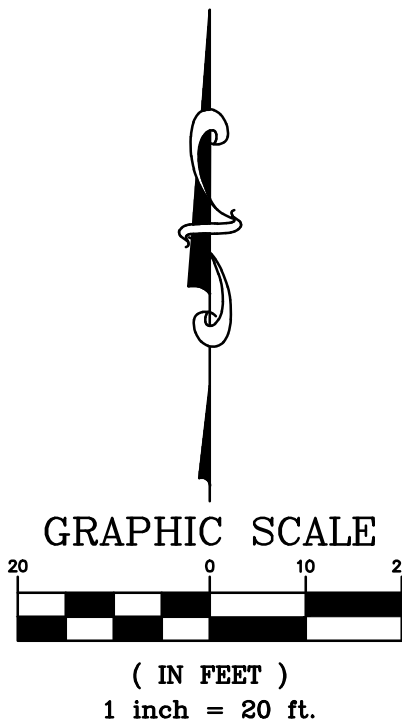
Printed name of person completing affidavit

CAUTION NOTICE TO CONTRACTOR
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 7 DAYS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES HORIZONTALLY AND VERTICALLY WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

BENCHMARK
STATION 007: ALUM DISK LOCATED IN THE NORTHEAST QUADRANT OF THE INTERSECTION OF EAST GRAND STREET AND S. NATIONAL AVENUE.
ELEVATION=1304.81'

FLOODNOTE
ACCORDING TO THE F.I.R.M. NO. 29077C0334E, THE SUBJECT PROPERTY LIES IN ZONE X AND DOES NOT LIE WITHIN A FLOOD PRONE HAZARD AREA, PER MAP REVISION DATED DECEMBER 17, 2010.

Attachment 5



LOCATION MAP
NOT TO SCALE

SITE DATA TABLE				
LOCATION:	600 S. GLENSTONE AVENUE SPRINGFIELD, MO 65802			
LOT AREA:	1.082 AC. (47,127 S.F.)			
ZONING:	GR – GENERAL RETAIL			
CURRENT USE:	VACANT			
PROPOSED USE:	AUTOMOBILE WASHING			
BUILDING DATA:				
BUILDING AREA	4,307 S.F.			
BUILDING HEIGHT	30'-11" (1 STORY)			
BUILDING COVERAGE	9.1%			
F.A.R.	10.9:1			
PARKING SUMMARY:	REQUIRED	PROVIDED		
– 1 SP PER 2 EMPLOYEES				
– 3 QUEING SPACES FOR EVERY AUTO UNDER PHASE OF LAUNDERING.				
AUTO QUEUE SPACES			6	9
BICYCLE RACKS			2	2
VACUUM SPACES	–	16		
PARKING SPACES (9'x18.5')	2	6		
ACCESSIBLE SPACES	1	1		
TOTAL PARKING SPACES	3	23		
LANDSCAPE:				
PERVIOUS:	17,032 S.F.			
IMPERVIOUS:	30,095 S.F.			

SITE LEGEND:

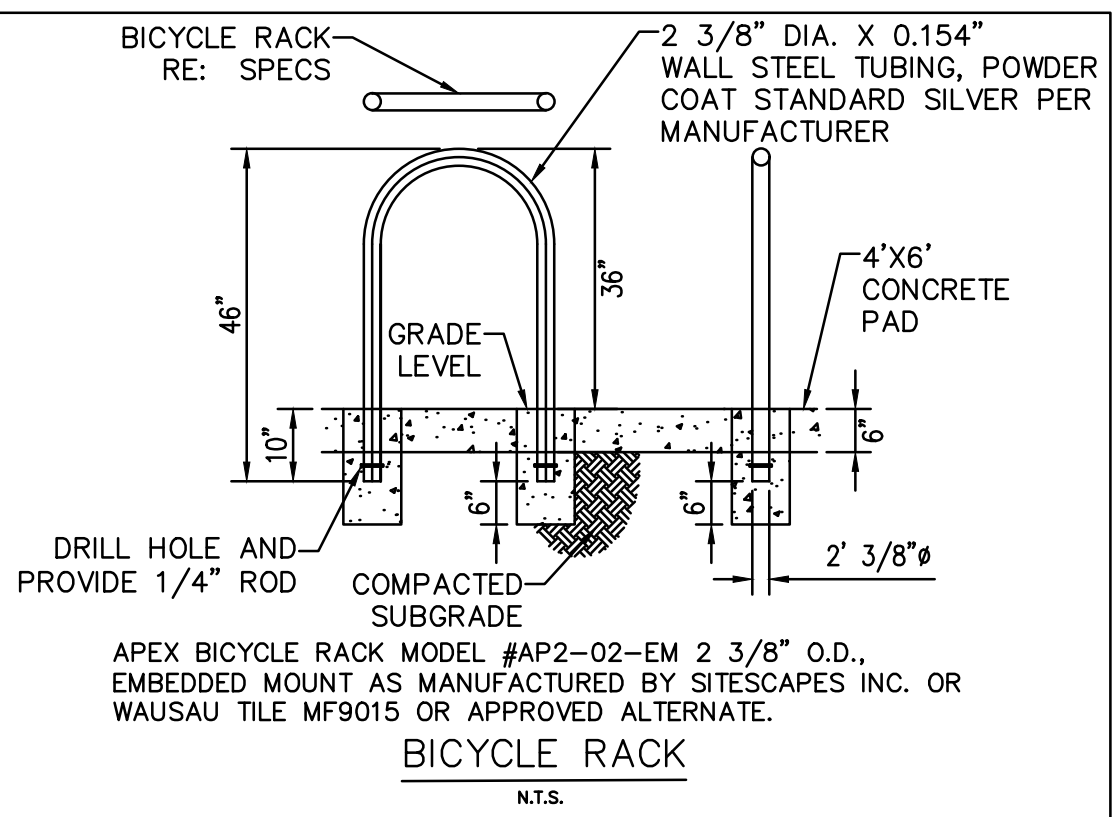
---	PROPERTY LINE
---	PROPOSED CURB & GUTTER
---	LIMITS OF FULL DEPTH SAWCUT
---	100 YEAR FLOOD PLANE BOUNDARY
---	PROPOSED CONTOUR
---	PROPOSED SILT FENCE
---	PROPOSED SAND BAGS
---	LIMITS OF DISTURBANCE
---	ACCESS ROAD AND FIRELANE
#	PARKING SPACES
---	FIRELANE
STOP	STOP BAR STRIPING
---	ACCESSIBLE SPACES
---	ADA RAMP
---	BOLLARD
---	TRAFFIC SIGN
---	BOLLARD MOUNTED ACCESSIBLE SIGN
---	FAST PASS READER
---	PAY KIOSK
---	MENU BOARD
---	LIGHT POLE
---	CURB INLET
---	GREASE TRAP
---	CLEAN-OUT
---	DOUBLE CLEAN-OUT
---	GAS METER
---	WATER METER
---	IRRIGATION METER
---	STORM DRAIN MANHOLE

EXISTING LEGEND:

---	PROPERTY LINE
---	EXISTING CURB & GUTTER
---	UNDERGROUND SANITARY SEWER LINE
---	UNDERGROUND STORM SEWER LINE
---	UNDERGROUND WATER LINE
---	UNDERGROUND ELECTRIC
---	OVERHEAD ELECTRIC
---	FIRE HYDRANT
---	GAS VALVE
---	WATER VALVE
---	WATER METER
---	SANITARY SEWER MANHOLE
---	STORM DRAIN CURB INLET
---	ELECTRIC PEDESTAL
---	TELEPHONE PEDESTAL
---	STORM GRATE INLET
---	UTILITY POLE
---	LIGHT POLE
---	GUY ANCHOR
---	SIGN
---	TRAFFIC SIGNAL POLE
---	FIBER OPTIC MARKER

SITE KEY NOTES:

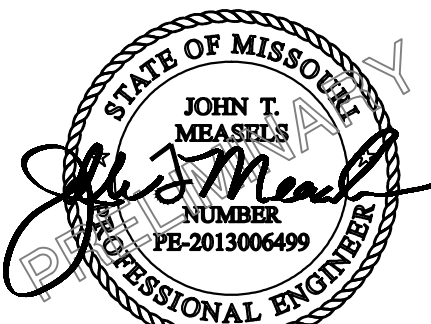
- CONCRETE CURB AND GUTTER. (PER LOCAL CODES)
- TAPER CURB TO MATCH EXISTING.
- MATCH EXISTING PAVEMENT ELEVATION.
- LIMITS OF FULL DEPTH SAWCUT AND PAVEMENT REMOVAL.
- EXISTING PAVEMENT TO REMAIN.
- CONCRETE SIDEWALK, 2% MAX. CROSS SLOPE AND 5% MAX. STRAIGHT SLOPE (PER LOCAL CODES).
- SIDEWALK RAMP @ 8.33% MAX. (PER LOCAL CODES)
- PROPOSED FIRE HYDRANT.
- STOP BAR. (PER LOCAL CODES)
- DIRECTIONAL TRAFFIC ARROW. (PER LOCAL CODES)
- PARKING STALL STRIPING. (PER LOCAL CODES)
- 4" WIDE PAINTED STRIPES, 2' OFF CENTER @ 45'.
- PEDESTRIAN/ACCESSIBLE CROSSWALK STRIPING.
- ACCESSIBLE STRIPING & SYMBOL. (TYPICAL-PER ADA AND LOCAL REQUIREMENTS)
- ACCESSIBLE SIGNS. (TYPICAL-PER ADA AND LOCAL REQUIREMENTS)
- BOLLARD.
- PROPOSED LIGHT POLE.
- MONUMENT/PYLON SIGN. (PER ARCH. PLANS)
- DUMPSTER ENCLOSURE. (PER ARCH. PLANS)
- PROPOSED PAD MOUNTED TRANSFORMER.
- "STOP" SIGN.
- "THANK YOU" AND "DO NOT ENTER" SIGN.
- LANDSCAPE AREA. (PER LANDSCAPE PLAN)
- MENU BOARD AND SPEAKER BOX.
- PREVIEW MENU BOARD.
- DIRECTIONAL SIGN FOR DRIVE THRU.
- TRAFFIC SENSOR.
- CURB INLET. (SEE PLAN FOR SIZE)
- CONTECH CASCADE SEPARATOR CS-4 WITH INLET.
- 4'x6' CONCRETE PAD AND BICYCLE RACK.



1101 Central Expressway South
Suite 215
Allen, TX 75013

Ph. 214-491-1830

John Measels, PE
CIVIL ENGINEER



09/26/2022



TAKE FIVE EXPRESS CAR WASH

600 S. GLENSTONE AVENUE
SPRINGFIELD, MISSOURI 65802

SITE DEVELOPMENT PLAN

REV	DATE	DESCRIPTION	INITIAL SUBMITTAL	DATE	INITIAL SUBMITTAL	RESPONSE TO AGENCY COMMENTS
01	08/01/22	INITIAL SUBMITTAL				
02	08/26/22	INITIAL SUBMITTAL				
03	09/26/22	RESPONSE TO AGENCY COMMENTS				
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C 100

- A. TREES TO BE INSTALLED 4'-0" MINIMUM AWAY FROM PAVING AREAS. CANOPY TREES TO BE MINIMUM 10' FROM UNDERGROUND UTILITIES, OTHERS 8'.
- B. NO PLANT MATERIAL IS ALLOWED IN THE SITE/VISION TRIANGLE.
- C. TREE SELECTION TYPES ARE BASED ON LIST FOR THOSE SPECIFIC TYPES SHOWN ON CITY OF SPRINGFIELD ARBORCULTURAL DESIGN GUIDELINES.
- D. CANOPY TREES SHALL BE DECIDUOUS TREES THAT HAVE A MINIMUM HEIGHT OF 30 FEET AT MATURITY. ALL CANOPY TREES SHALL HAVE A MINIMUM CALIPER WIDTH OF ONE AND ONE-HALF INCHES AT TIME OF PLANTING.
- E. UNDER-STORY TREES SHALL BE DECIDUOUS TREES THAT HAVE A MAXIMUM HEIGHT OF LESS THAN 30 FEET AT MATURITY. ALL UNDER-STORY TREES SHALL HAVE A MINIMUM CALIPER WIDTH OF ONE INCH AT TIME OF PLANTING.
- F. EVERGREEN OR CONIFER TREES SHALL HAVE A MINIMUM HEIGHT OF 20 FEET AT MATURITY. ALL EVERGREEN OR CONIFER TREES SHALL BE AT LEAST SIX FEET HIGH AT TIME OF PLANTING.
- G. SHRUBS SHALL BE A MINIMUM OF 18 INCHES IN HEIGHT WHEN MEASURED IMMEDIATELY AFTER PLANTING.
- H. A FULLY AUTOMATIC IRRIGATION SYSTEM, PLANS OF WHICH WILL BE PROVIDED TO AGENCY PRIOR TO START OF CONSTRUCTION, OR AT TIME REQUIRED BY GOVERNING AGENCY.

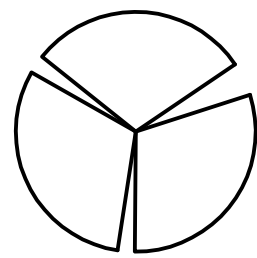
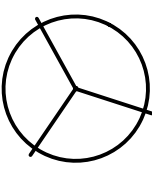
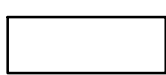
GRAPHIC SCALE

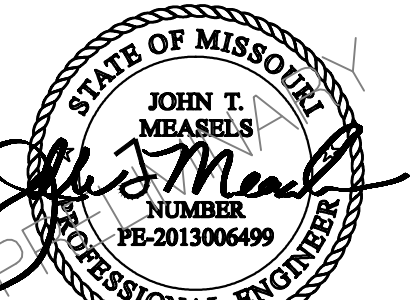
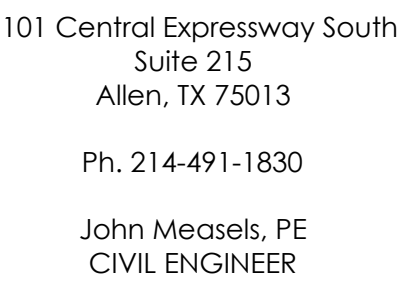
20 0 10

(IN FEET)

1 inch = 20 ft.



SYMBOL	SCIENTIFIC NAME	COMMON NAME	SPACING	FLWR COLOR	QUANTITY
EXISTING TREES – LOCATION SHOWN IS APPROXIMATE AND PER REMOTE OBSERVATION					
	EXISTING TREES TO REMAIN (OFFSITE)				–
	EXISTING TREES TO BE REMOVED				2
CANOPY TREES (MINIMUM INSTALL SIZE, REFER TO GENERAL NOTES ON THIS SHEET)					
	GLDETISIA TRIACANTHOS 'MORAINE'	MORAIN HONEYLOCUST	PER PLAN	YELLOWISH-GREEN	9
UNDERSTORY TREES (MINIMUM INSTALL SIZE, REFER TO GENERAL NOTES ON THIS SHEET)					
	PRUNUS SERRULATA 'KWANSON'	KWANSON CHERRY	PER PLAN	RED	10
EVERGREEN TREES (MINIMUM INSTALL SIZE, REFER TO GENERAL NOTES ON THIS SHEET)					
	ILEX X MESERVEAE 'BLUE MAID' OR BLUE PRINCESS'	MESERVE HOLLY	PER PLAN	RED	7
SHRUBS (MINIMUM INSTALL SIZE, REFER TO GENERAL NOTES ON THIS SHEET)					
	BUXUS 'GREEN VELVET'	BOXWOOD	PER PLAN	INSIGNIFICANT	32
	EUONYMUS ALATUS 'ODOM'	LITTLE MOSES BURNING BUSH	PER PLAN	INSIGNIFICANT	14
	MISCANTHUS SINENSIS 'MORNING LIGHT'	MORNING LIGHT MAIDEN GRASS	PER PLAN	COPPER	10
	SPIREA X BUMALDA 'GOLDFLAME'	GOLD FLAME SPIREA	PER PLAN	PINK	27
	VIBURNUM DENTATUM	ARROWOOD VIBURNUM	PER PLAN	WHITE	22
SOD, GROUND COVER (PER AGENCY DEFINED AS LESS THAN 24" IN HEIGHT), PERENNIAL AND MULCH					
	FETUCA ARUNDINACEA 'KENTUCKY 31'	TALL FESCUE	SOD NOT SEED		4983 S.F.
	ARCHTOSTAPHYLOS UVA-URSI BEARBERRY 'MASSACHUSETTS' OR SIMILAR		1GAL @ 36" O.C.	WHITE-PINK	3077 S.F.
	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LILY TURF	–	BLUE 1GAL @ 24" O.C.	380 S.F.
	CEDAR MUGH OR AGENCY AND CLIENT APPROVED EQUAL, 3" DEPTH W/ WEED BARRIER FABRIC			BELOW ALL PROPOSED PLANTING AREAS EXCEPT WHERE GROUNDOVER OR SOD ARE PROPOSED.	
	EVEREDGE STEEL EDGING (GARDEN RING WHERE NOTED)			LINEAR FEET PER PLAN	



9/26/2022



TAKE FIVE EXPRESS CAR WASH

600 S. GLENSTONE AVENUE
SPRINGFIELD, MISSOURI 65802

SITE DEVELOPMENT PLAN

[illegible]

100

CALCULATIONS ARE BASED ON CITY OF SPRINGFIELDS LAND DEVELOPMENT CODE, ARTICLE III – ZONING REGULATIONS. MAJORITY OF THE REQUIREMENTS ARE PER DIVISION 6 – DESIGN AND DEVELOPMENT STANDARDS, SEC. 36-482.

GIVENS: SITE ZONED GR – GENERAL RETAIL
PARCEL EAST OF SITE IS ZONED R-SF (RESIDENTIAL)
PARCELS ACROSS STREET, NORTH AND WEST OF SITE ARE ZONED "AS" OR "GR".
PARCEL SOUTH OF SITE IS ZONED GR

(9)(a) INTERIOR LANDSCAPING

SITES CONTAINING PARKING AND VEHICULAR USE AREAS TOTALING 30 OR MORE PARKING SPACES OR THE GROSS AREA IS 12,000 OR MORE SQUARE FEET SHALL PROVIDE INTERIOR LANDSCAPING. A MINIMUM OF 5% OF THE PARKING OR VEHICULAR USE AREA SHALL BE DEVOTED TO LIVE LANDSCAPING. MINIMUM SQUARE FOOTAGE REQUIREMENT FOR THE PLANTER BASED ON TREE TYPE HAS BEEN PROVIDED (100 SF (MIN) FOR AN UNDERSTORY TREE OR 200 SF (MIN) FOR A CANOPY TREE REQUIRED).

USE AREA= 19,366 SF (DOES NOT INCLUDE VAC STALLS)
LS REQUIRED = 968 SF (5.0%)
LS PROVIDED = 1799 SF (9.2%)

3. THERE SHALL BE A MINIMUM OF TWO UNDERSTORY TREES OR ONE CANOPY TREE PLANTED FOR EACH 30 PARKING SPACES OR 12,000 SQUARE FEET OF PARKING OR VEHICULAR USE AREA, OR FRACTION THEREOF.

TREES REQUIRED 2 CANOPY
TREES PROVIDED 2 CANOPY

PERIMETER LANDSCAPING SHALL BE PROVIDED WHERE A PARKING LOT OR VEHICULAR USE AREA IS WITHIN 50 FEET OF A PUBLIC RIGHT-OF-WAY, EXCLUDING ALLEYS, AND THERE IS NOT AN INTERVENING BUILDING.

- 2.a. A LANDSCAPE AREA LOCATED WITHIN 30 FEET OF THE ADJACENT STREET RIGHT-OF-WAY CONTAINING AT LEAST TEN SQUARE FEET OF OPEN SPACE FOR EACH ONE FOOT OF STREET FRONTAGE. THE LANDSCAPE AREA SHALL BE ARRANGED TO CREATE A STRIP AT LEAST FIVE FEET WIDE DIRECTLY ADJACENT TO THE STREET RIGHT-OF WAY AND TO ACCOMMODATE THE REQUIRED PLANTINGS.
- 2.b THE PLANTINGS WITHIN THE PERIMETER LANDSCAPE AREA SHALL CONSIST OF AT LEAST ONE CANOPY TREE, ONE UNDERSTORY, ORNAMENTAL, OR EVERGREEN TREE AND FOUR SHRUBS PER 100 LINEAR FEET OF STREET FRONTAGE.
- 2.c. THIS REQUIREMENT IS SIMILAR TO a. AND b., HOWEVER MULTIPLYING FACTOR IS 12, NOT 10, 75% OF LS WITHIN 30' OF ADJACENT STREET, WITH THE ADDITIONAL 25% TO BE PROVIDED ELSEWHERE ON THE SITE. AN ADDITIONAL 4 SHRUBS TO 2b. ABOVE IS REQUIRED.

CHERRY STREET ROAD
DESIGN BASED ON 2a AND 2b ABOVE. DUE TO THE (4) FOUR PARKING SPACES THAT ARE WITHIN 50' OF THE NEW RIGHT-OF-WAY LINE BEING WITHIN THE VISION TRIANGLE, REQUIRED TREE IS NOT IN THE VISION TRIANGLE AND SHRUBS ARE IN THE LANDSCAPED AREA NEAR THE DRIVEWAY.

GIVEN: PARKING LOT/VEHICULAR USE AREA LINEAR FEET: 222.56
MULTIPLYING FACTOR 222.56 LF/100 LF = 2.23 (ROUNDED UP)

CANOPY TREES REQUIRED:
 1 TREE X 2.23 = 2.23 = 3 TREES REQUIRED
 TREES REQUIRED (EITHER UNDERSTORY, ORNAMENTAL OR EVERGREE):
 1 TREE X 2.23 = 2.23 = 3 TREES REQUIRED
 SHRUBS REQUIRED:
 4 SHRUBS X 2.23 = 8.92 = 9 SHRUBS REQUIRED

TREES PROVIDED: 3 CANOPY TREES, 3 UNDERSTORY
SHRUBS PROVIDED: 22 SHRUBS

GLENSTONE AVENUE
DESIGN BASED ON 2a, 2b AND 2c ABOVE

GIVEN: PARKING LOT/VEHICULAR USE AREA LINEAR FEET:102.84

102.9X12 = 1235 SF REQUIRED (ACTUAL NUMBER 1234.8 SF)
1225.47 SF PROVIDED (DUE TO VISION TRIANGLE AT
CORNER AND CITY NOT ALLOWING THIS AREA TO BE
LANDSCAPED, THIS IS THE MAXIMUM WE CAN PROVIDE)

102.9X12X0.75 = 926.10 SF REQUIRED (BETWEEN BACK OF CURB AT USE
AREA AND 50' ROW)
1225.47 SF PROVIDED (BETWEEN BACK OF CURB AT USE
AREA AND 50' ROW)

TREES REQUIRED/PROVIDED: 2 CANOPY TREES (1 ELSEWHERE ON SITE)
2 UNDERSTORY TREES

SHRUBS REQUIRED/PROVIDED: 5 SHRUBS/9
SHRUBS PROVIDED ELSEWHERE: 4 SHRUBS REQUIRED ELSEWHERE ON SITE
WHERE INCLUDED IN AREA BETWEEN CURB AND ROW

BASED ON THE "TABLE OF BUFFERYARD REQUIREMENTS" (FOUND AT THE BOTTOM OF (11))/JUST ABOVE (11), WITH THE ADJACENT PARCEL ALONG THE EASTERLY PROPERTY LINE BEING R-SF, "BUFFERYARD F LANDSCAPE REQUIREMENTS APPLY TO THE SITE.

BASED ON THE AREA ABUTTING THE SOUTH PROPERTY LINE ZONED GR/SAME AS OUR SITE, ALONG WITH STREETS ABUTTING OUR PROPERTY TO THE NORTH AND WEST WITH NO RESIDENTIAL ACROSS THE STREET, BUFFERYARD REQUIREMENTS DO NOT APPLY TO SAID PROPERTY BOUNDARIES.

(11) **BUFFERYARDS** – REFER TO (12) (f) BELOW FOR BUFFERYARD REQUIREMENTS APPLICABLE TO THIS SITE.

(12)(f) BUFFERYARD F.

BASED ON THE BUFFERYARD EXHIBIT AND PLANTER AREA WIDTH BEING 25', A
PLANT MULTIPLYING FACTOR OF 1 APPLIES.

REQUIRED PLANTINGS PER 100 LINEAR FEET;
3 CANOPY TREES
3 UNDERSTORY TREES
4 EVERGREEN TREES
20 SHRUBS

GIVENS: 1) PROPERTY LINE LENGTH IS 160.45 LINEAR FEET
2) 1.61 PLANT UNIT FACTOR APPLIES BASED ON PL LENGTH
3) PER PLANNING STAFF PREDEVELOPMENT REVIEW SUMMARY RE:
PREDEV2022-00204, AND PRINTED 8/16/2022 THE 3 (QUANTITY
PER REMOTE VIEW) EXISTING TREES ALONG THE EASTERN
PROPERTY LINE AREA ON-SITE. TREES APPEAR TO BE LONDON
PLANE OR TULIP, WHICH ARE CONSIDERED CANOPY TREES PER
CITY LIST. COMMENTS ARE PER MICHAEL SPARLIN.

CANOPY TREES:
3 TREES X 1.61 = 4.83 = 5 TREES REQUIRED/PROVIDED (2 NEW
AND 3 EXISTING)

UNDERSTORY TREES:
3 TREES X 1.61 = 4.83 = 5 TREES REQUIRED/PROVIDED

EVERGREEN TREES:
4 TREES X 1.61 = 6.44 = 7 TREES REQUIRED/PROVIDED

SHRUBS: 20 SHRUBS X 1.61 = 32.2 = 33 SHRUBS REQUIRED/PROVIDED

A. PLANT MATERIAL SPECIFIED ON THESE PLANS ARE BASED ON SEVERAL SOURCES INCLUDING CITY OF SPRINGFIELD ARBORICULTURAL DESIGN GUIDELINES, MISSOURI BOTANICAL GARDENS, MISSOURI PRAIRIE FOUNDATION—"GROW NATIVE", WHICH IS REFERENCED AS A RESOURCE ON MISSOURI DEPARTMENT OF CONSERVATION WEBSITE AND NURSERIES LISTED ON SAID WEBSITE. SOME PLANT MATERIAL PER "FAMILY TREE NURSERY" IN AND MISSOURI.

B. PLANT MATERIAL INSTALLATION SIZES SHOWN IN THE LEGEND ARE PER CITY OF SPRINGFIELD STANDARDS.

C. MAINTENANCE IS REQUIRED PER ORDINANCE, ARTICLE III, DIVISION 6, SEC 36-482, (6) MAINTENANCE.

D. THOUGH NO DIMENSIONS ARE SHOWN, IT IS THE CONTRACTORS RESPONSIBILITY TO MAINTAIN PLANTING LOCATIONS, CONFIGURATION AND SPACING AS SHOWN, MAINTAINING PLANTING DISTANCES FROM CURBS, SIDEWALKS, EXISTING AND PROPOSED BUILDINGS AND UTILITIES AS SHOWN ON PLANS.

E. SHOULD TREES OR SHRUBS NOT BE AVAILABLE IN EITHER TYPE AND/OR SIZE SPECIFIED, **CONTRACTOR MUST CONTACT LANDSCAPE ARCHITECT FOR AN APPROVED SUBSTITUTION.**

F. SHOULD CONTRACTOR INSTALL PLANT MATERIAL THAT DOES NOT MEET TYPE, SIZE, AND/OR TYPE AS SPECIFIED, CONTRACTOR SHALL BE RESPONSIBLE FOR PLANT REPLACEMENT.

G. ALL QUANTITIES PROVIDED FOR BIDDING ASSISTANCE ONLY. CONTRACTOR TO VERIFY PLANT AND ROCK QUANTITIES, PLANS TAKE PRECEDENCE.

H. ALL UTILITY EASEMENTS SHALL BE MARKED PRIOR TO EXCAVATION, AND PARTICULAR ATTENTION PAID TO TREE PLACEMENT WITHIN AND THROUGHOUT SITE.

I. CONTRACTOR SHALL PROVIDE ROCK SAMPLES, IF SPECIFIED, AND OBTAIN APPROVAL FROM OWNER PRIOR TO FINAL DELIVERY OF QUARRIED MATERIALS. NO STEEL EDGING SHALL BE USED BETWEEN ROCK TYPES UNLESS SHOWN OTHERWISE.

J. CONTRACTOR TO PAY CLOSE ATTENTION TO FINISH GRADES. SHOULD GRAVELED AREAS EXCEED 4:1 SLOPE, CONTRACTOR TO OBTAIN APPROVAL OF LANDSCAPE DESIGNER PRIOR TO MULCH INSTALLATION.

K. LANDSCAPE SHALL BE INSTALLED ACCORDING TO PLANS, DETAILS, AND SPECIFICATIONS. SHOULD CHANGES BE IMPLEMENTED IN THE FIELD, A NEW SET OF PLANS ARE REQUIRED TO BE SUBMITTED TO THE CITY OF SPRINGFIELD OR GOVERNING AGENCY. LANDSCAPE DESIGNER IS NOT UNDER CONTRACT TO PROVIDE THESE PLANS, EXCEPT AS PROVIDED FOR IN ORIGINAL CONTRACT.

One-rdg. _____
P. Hrngs. _____
Pgs. 54
Filed: 11-08-22

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-276

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 470 for the purpose of permitting an
2 eating and drinking establishment use group, including drive-in, pick-
3 up window, or drive-thru facilities, as a conditional use within the LB –
4 Limited Business District, with Conditional Overlay District No. 207,
5 generally located at 404, 420, and 424 East Sunshine Street.
6 (Planning and Zoning Commission recommends denial and staff
7 recommends approval.)
8 _____
9

10 WHEREAS, pursuant to Section 36-363 of the Land Development Code, City
11 Council may grant permits authorizing certain enumerated conditional uses as provided
12 in the various zoning districts; and
13

14 WHEREAS, following proper notice, the Planning and Zoning Commission held a
15 public hearing on October 6, 2022, a copy of the Record of Proceedings from said
16 public hearing being attached hereto and incorporated herein by this reference as
17 "Exhibit C," and recommended denial of Conditional Use Permit No. 470 for the
18 property generally located at 404, 420, and 424 East Sunshine Street and zoned LB –
19 Limited Business District, with Conditional Overlay District No. 207; and
20

21 WHEREAS, City Council finds that sufficient evidence has been presented to
22 satisfy all applicable standards of the Land Development Code for issuance of
23 Conditional Use Permit No. 470; and
24

25 WHEREAS, the granting of such permit is deemed proper, and it is not found to
26 harm the community or injure the value, lawful use, and reasonable enjoyment of
27 properties in the vicinity of 404, 420, and 424 East Sunshine Street.
28

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

32 Section 1 – City Council adopts the City staff's specific findings of fact on the
33 proposed conditional use as set forth in "Exhibit D – Attachment 3." "Exhibit D" is
34 attached hereto and incorporated herein by this reference in its entirety. Conditional Use

Permit No. 470 is hereby granted in accordance with and subject to the provisions of Section 36-363 of the Land Development Code. Conditional Use Permit No. 470 is granted for the purpose of permitting an eating and drinking establishment use group, including drive-in, pick-up window, or drive-thru facilities, to operate as a conditional use within the LB – Limited Business District, with Conditional Overlay District No. 207, located at the property described in “Exhibit B,” which is attached hereto and incorporated herein by this reference, and which is generally located at 404, 420, and 424 East 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 470” described in “Exhibit D – Attachment 2” and “Exhibit A,” which is attached hereto and incorporated herein by this reference. Additionally, the provisions contained in “Exhibit D – Attachment 2” and “Exhibit A” 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 Bennis, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022-276

FILED: 11-08-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To permit an eating and drinking establishment use group, including drive-in, pick-up window, or drive-thru facilities as a Conditional Use Permit within a LB, Limited Business District with Conditional Overlay District No. 207 generally located at 404, 420, & 424 East Sunshine Street. (Staff recommends approval and Planning and Zoning Commission recommends denial.)

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 470

The applicant is requesting approval of a Conditional Use Permit for an eating and drinking establishment use group, including drive-in, pick-up window, or drive-thru facilities on the subject property within a LB, Limited Business District with Conditional Overlay District No. 207. The *Zoning Ordinance* requires a use permit in the LB, Limited Business District for this type of use.

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 470 in a manner consistent with the attached site plan (“Exhibit D - Attachment 5”).

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant has filed a new Conditional Use Permit application after the Planning and Zoning Commission recommended denial of Conditional Use Permit No. 461 at their meetings on March 10, 2022, and June 16, 2022, and City Council denied Conditional Use Permit No. 461 at their meeting on July 25, 2022. However, City Council did approve the rezoning request for LB, Limited Business District with Conditional Overlay District No. 207 on July 25, 2022. This would only allow the applicant to construct an eating and drinking establishment without a drive-thru facility.
2. The major differences between the new conditional use permit and the original request are that the applicant has voluntarily restricted the hours of operation, has placed the outdoor speakers away from residential properties, and has relocated the dumpster along Jefferson Avenue away from the adjoining single family home’s backyard. The applicant added a pedestrian walkway and added outdoor seating to the proposed site plan.

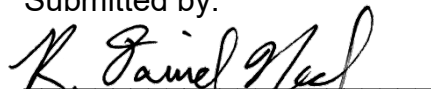
3. The proposed business is primarily auto oriented with no indoor seating. The site is challenging in that it is shallow and therefore limits the drive through lanes location and configuration. The design of the building is not oriented towards the street (Sunshine) as preferred by the Comprehensive Plan by bringing storefronts and windows to the sidewalk and orienting building faces to the street to foster safe pedestrian access to the building. Staff is of the opinion that overall, the application meets the standards for approval of a Conditional Use Permit ("Attachment 3").
4. Approval of this application is subject to the Requirements for Approval ("Attachment 2") and the site plan ("Attachment 5").
5. Approval of this request will provide for continued 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:

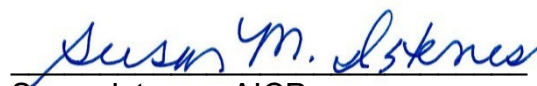
The Planning and Zoning Commission held a public hearing on October 6, 2022, and recommended denial, by a vote of 5 to 1 of the proposed conditional use permit (see the attached "Exhibit C," Record of Proceedings).

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

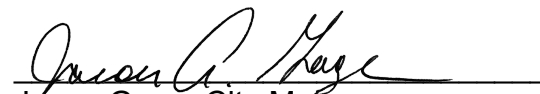
Submitted by:


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 470

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 470

Attachment 3, Standards and Responses for Conditional Use Permits

Attachment 4, Affidavit of Neighborhood Notification and Meeting Summary and Sign-In Sheet

Attachment 5, Proposed Site Plan

Attachment 6, Neighborhood Comments

EXHIBIT A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 470

1. The eating and drinking establishment with drive-in, pick-up window or drive-thru facilities shall comply with all the standards listed in Attachment 3.
2. An eating and drinking establishment with drive-in, pick-up window or drive-thru facilities is permitted in substantial conformance with Attachment 5.
3. A sidewalk which complies with Public Works Design standards along Roanoke Avenue shall be constructed at the time of development.
4. Hours of operation shall be limited to 5:30 a.m. to 9:00 p.m. Sunday through Thursday and 5:30 a.m. to 10 p.m. Friday and Saturday.
5. All outside speakers shall be pointed north towards Sunshine Street and away from the residences to the south and east. The noise level shall not exceed 80 decibels at the property line.
6. All other standards of the Zoning Ordinance, Conditional Overlay District No. 207 and other applicable ordinances shall be adhered to.

EXHIBIT B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 470

NOBLE HEIGHTS UNIT #1 LOT 6 THRU 11 EX NEW STREET ROW

EXHIBIT C

RECORD OF PROCEEDINGS
Planning and Zoning Commission – October 6, 2022

Conditional Use Permit 470

404, 420 & 424 East Sunshine Street

Applicant: Reding Management, LLC & Redec, LLC

Mr. Hosmer stated that this is a request to permit an eating and drinking establishment use group, including drive-in pick-up window or drive thru facility as a conditional use permit within a LB, Limited Business District located at 404, 420 and 424 East Sunshine Street. On March 10, 2022, the Planning and Zoning Commission recommended denial of CUP No. 461 (Drive Thru facility). On April 4, 2022, City Council remanded CUP 461 back to the Planning and Zoning Commission. On June 16, 2022, the Planning and Zoning Commission recommended denial of CUP No. 461 (Drive Thru facility). On July 25, 2022, City Council denied CUP 461 (Drive Thru facility) but approved the LB Limited Business District with a COD No 207. The applicant is proposing to construct a new drive-thru coffee shop. Limited Business LB District allows eating and drinking establishments, for drive-thru facilities only with a Conditional Use Permit. A site plan is required for a CUP. All activities and uses except off-street parking and loading facilities, drive-thru facilities, activities shall be conducted entirely within a completely enclosed building. No individual retail store establishment or other permitted use shall have a gross floor area greater than 5,000 square feet. The maximum structure height is 25 feet, and all structures shall remain below a 30-degree bulk plane. The CUP and COD will require the following:

- Sidewalks along Roanoke.
- A Type D" bufferyard (15) feet wide. There must be two (2) canopy trees, two (4) understory trees, two (4) evergreen tree and fourteen (14) shrubs per 100 liner feet. A six-foot-tall solid wood fence is also required as part of the bufferyard.
- Not allow access to Sunshine (except for existing home), Limit access to the southern portions of Jefferson and Roanoke. Require cross access.
- Not allow the narrow lot exemption for reduced landscaping,
- Require a lot combination for lots 6-7 at time of development.
- Hours of operation shall be limited to 5:30 a.m. to 9:00 p.m. Sunday through Thursday and 5:30 a.m. to 10 p.m. Friday and Saturday.
- All outside speakers shall be pointed north towards Sunshine Street and away from the residences to the south and east. The noise level shall not exceed 80 decibels at the property line.

The Transportation Plan classifies Sunshine as a Secondary Arterial, Jefferson as a Collector and Roanoke as a Local roadway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain, sinkhole or stream buffer area and stormwater detention is required. The proposed use will not have a substantial impact on the public street system, public utilities, pedestrian traffic or impact traffic safety in the vicinity. Although the site location is shallow, the proposed business is

primarily auto oriented with no indoor seating, and the building is not oriented towards the street to foster safe pedestrian access to the building, staff supports the proposed development as redesigned. The application meets the approval standards for conditional use permits. Staff recommends approval.

Mr. Knuckles wanted clarification that the conditional use permit will allow the drive through service to be enacted on the property and its current zoning is limited business does not.

Mr. Hosmer replied that they could have an eating, drinking establishment that has a sit down inside the building, they just couldn't have a drive through pickup window without a conditional use permit.

Mr. Colony noted that they've not made any adjustment to their plan for the drive through at all. It's still going to anticipated to handle three lanes. It's going to handle as many cars as they can possibly pull in there.

Mr. Hosmer noted the only difference were the hours of operation and (sound/music) the speakers away from the property.

Mr. Colony stated that they added some additional buffer yard and lost some speakers. But it does not appear that they've made any attempt to modify their business plan to be anything other than a high-volume drive-through with an entry and exit point on Jefferson and then onto a small collector street of Roanoke, which at this point in time has no sidewalks there but did see that they were required to add sidewalks. Is that the entire length of the block or just right there by their property line?

Mr. Hosmer noted that it will be the front of their property.

Mr. Colony noted that all the cars that are coming out of there that don't want to try to turn back onto Sunshine and would prefer to drive through the neighborhood to find another way out are still going to be driving down a small collector street with no sidewalks, no gutters. I still think that this is a bad idea.

Mr. Lebeck went over the staff findings and comments. He asked to clarify the uses on Roanoke and Jefferson.

Mr. Hosmer noted that Roanoke and Jefferson is residential.

Mr. Lebeck asked for clarification on Attachment 1 Department of Environmental Services staff comments as to no objections to the "rezoning" is that a typo?

Mr. Hosmer stated this should say "Conditional Use Permit".

Mr. Lebeck wanted clarification on no traffic study and no current traffic count for Roanoke.

Mr. Zickefoose stated that there is no current traffic count on Roanoke.

Mr. Lebeck asked for clarification on staff comments under improvements Public Works Traffic Division where it states "zoning" in staff comments is that a typo?

Mr. Hosmer stated this should say "Conditional Use Permit".

Mr. Lebeck referred to standards item 11 and quoted "subject property in an area of nonresidential uses and is not anticipated to dominate the immediate vicinity or to interfere with the development and use of neighboring properties" and asked about making of the standards.

Mr. Hosmer believes they are based on the traffic impact and the impact that would be around the area.

Mr. Lebeck asked for comparisons for other 7 Brew Coffee Shops in Springfield. No Traffic Study required.

Mr. Zickefoose gave out information that were approximately 776 new trips for a 7 Brew Coffee Shop with peak hours of 9:00am to 12:00pm. He also noted with the highest volume being 11:00am - volume of 82 cars in that hour. We took the entire 776 cars that visited that 7 Brew, assumed that they were all brand new trips to the location here at Sunshine and Jefferson, which we know that most of the traffic there will be vehicles that are already passing through that intersection on their way to other locations and they'll pull off. But we assumed that all 776 were new trips. We plugged them into our own models and ran it, and there was no change in the level of service at that intersection. There's plenty of capacity in that intersection of Sunshine and Jefferson.

Ms. Broekhoven asked if the 7 Brew that was reviewed if it was nested into a residential neighborhood?

Mr. Zickefoose believes it is.

Ms. Broekhoven wondered if it was able to absorb the additional trips easier because it was not on such small residential roads, whereas it would be much more intense in this location.

Mr. Zickefoose said that they didn't analyze the traffic flow at the existing 7 Brew but simply counted the cars that were coming in and out of that location, and then we assumed that similar traffic volumes would be at this location here at Sunshine and Jefferson.

Mr. Knuckles asked where was the survey done?

Mr. Zickefoose stated it was the 7 Brew at Glenstone and Kearney and during that 17-hour count, we didn't see backup of traffic from 7 Brew on to Glenstone Avenue. The cars that pulled in there were existing traffic on that road.

Mr. Jobe opened the public hearing.

Mr. Chris Wynn, 5051 S. National Avenue, developer representative, noted two topics that come up a lot when we visit the site. The first one is traffic, the second one is noise. There's already been a lot of discussion about traffic before I even have spoken. The first thing I want to note is the 776 trips, a trip is so someone going into the stores a trip, and someone coming out of the stores a trip, so there's not actually 776 cars that would be divided by two and would approximately 335. Don't actually have 700 new cars coming in, there are 350 coming in and 350 leaving, it's much less than the 700. My colleague Dane Seiler, professional transportation operations engineer, and the city all concluded that traffic at this intersection would operate basically as it does today. We don't see a traffic issue generated by 7 Brew at this location. Furthermore, Chad and his team at the city have plugged in the traffic that was generated by the one at Kearney and Glenstone and plugged it into the models of this intersection again and shown that it's not having a negative impact on this road corridor. It's a busy road. It's a busy intersection. All indications show that we shouldn't really have that much worry about traffic at this intersection.

He also noted about the queuing, there were three wide we've put in all of these stalls and all of this queuing space to accommodate the city's request. They've had a lot of issues with places like Chick-fil-A and Starbucks that have limited queuing capacity that caused it to back up into Sunshine. Our intentions are not to have 26 cars there at all times, and also talked about some of the concessions they have made from a traffic standpoint, by giving up right away along Sunshine Street and giving up ten-foot of right away so that in the future, the city could expand Sunshine Street.

Mr. Wynn asked for additional time.

COMMISSION ACTION: (extend speaking time)

Mr. Knuckles motioned to **approve** additional time (2 minutes) for Conditional Use Permit 470 (404, 420 & 424 East Sunshine Street). Ms. Broekhoven seconded the motion. Ayes: Jobe, Colony, Pauly, Lebeck, Knuckles, and Broekhoven. Nays: None. Abstain: None. Absent: Doennig.

Mr. Wynn also stated that they are originally we're having access to Sunshine and now no longer show access to Sunshine and is originally going to be done in two phases, but now doing it in one phase to alleviate some of the traffic onto Jefferson Avenue. Since we lost our access to Sunshine, we now have a secondary access to Roanoke. Both of those houses (on Sunshine) are still there today and will be going away as part of that drive that would go out to Roanoke, plus we're adding sidewalk along Roanoke for walkability. We are adding a sidewalk connection from the building where we have added additional outdoor seating to Jefferson. He also talked about hours of operation

and noise stating that in a Limited Business zone district, there's no restriction on noise and we're going to generate 80 decibels, noting a restaurant could go in there right now, generate more than 80 decibels. They are also limiting the hours to lessen the impact of the surrounding neighborhoods and doing things with the exterior speakers, to point them away from the residences. 80 decibels at 5-feet from the building is as loud as a lawn mower. The noise dissipates, as you get to the property line, it's around 54 decibels, which is the same volume as an average conversation, and the landscape buffer will also help with noise. We are adding approximately 35 trees and 48 shrubs, beyond what is required by zoning, there's a conditional overlay district that requires us to have an extra two understory trees and an extra two evergreen trees, with a six-foot-tall privacy fence, which will also help deter the noise.

Mr. Knuckles asked for the thoughts on bringing back another Conditional Use Permit.

Mr. Wynn noted that Sunshine Street is one of the busiest corridors in the City of Springfield and the Comprehensive Plan designates the busy intersections for commercial uses and stated that they have gone back to the community. The developer tried to meet with the president of University Heights and did meet with the neighborhood. We've tried to listen to their concerns regarding traffic and noise. We put more restrictions regarding these two items into the CUP and we feel that with this new case, that we should get a little more consideration from the Planning Commission and City Council.

Mr. Lebeck asked what kind of indoor and outdoor seating does this facility have?

Mr. Wynn, it has no indoor seating and a couple of picnic tables underneath the canopy on the west side of the building.

Mr. Lebeck asked how many people can these two picnic tables seat?

Mr. Wynn said it would be approximately eight if you had four at each picnic table.

Mr. Lebeck asked about the loudspeakers.

Mr. Wynn noted that there are there are two speakers. There's one on the south side of the building facing the queue, and there's one on the east side facing out the service door.

Mr. Colony asked about the three lanes of cars, each about twelve and a half feet wide, coming through a 26-foot-wide drive opening and you believe is that everybody that's in that drive through lane is going to turn left and come back around and dump out onto Jefferson and somehow get through a 26-foot opening that's already clogged with incoming traffic. My issue here is that the intent of the business is to be a high-capacity drive-thru stating that the Growth Management and Land Use Plan of the Comprehensive Plan states that the protection of our existing residential neighborhoods is a prime concern. It's important to ensure that new land uses are not detrimental residential areas and to recognize the vulnerability of residential areas to certain

adverse impacts and it goes on about neighborhood-oriented businesses and does not see this as compatible with the neighborhood. Can you tell me how many cars can you get out? How does this traffic really supposed to work? Is it just the signage that's going to get three lanes of traffic?

Mr. Wynn said the intentions of the development are to send as much traffic back out to Jefferson as possible. When we lost the access to Sunshine and it's good to have more than one access to a development for fire code, etc.

Mr. Colony again states that he loves love coffee but does not think this is the right place for the new store.

Mr. Art Peine, 4878 W. University, voiced his concerns for traffic and noting that traffic does back up when families are picking up kids and believes that this drive thru is a bad fit.

Mr. Lebeck asked for clarification about traffic backing up to his driveway and how long he has owned the property.

Mr. Peine noted that he already seeing traffic back down to his driveway and owned the property for six years.

Mr. Bruce Adib-Yazdi, 46 South Holland and lives a few blocks away from this particular property and voiced his concern for noise and stated that traffic will stack on Sunshine Street.

Mr. Colony asked if Mr. Adib-Yazdi is speaking as a resident and what his professional occupation is and would like to see if this establishment is neighborhood oriented.

Mr. Adib-Yazdi said it was a coffee shop that had a place to go sit down and could walk to it and have a nice place to hang out, but you would have a hard time visiting this place from the neighborhood because you have to drive.

Ms. Willa Williams, 1821 S. Kings Avenue said she bikes to work and has walkability concerns and about the access to Roanoke because she bikes on Jefferson Avenue.

Ms. Julianne Schulze, 505 E. Ottawa Court, voiced her concerns for the school and traffic and wants the neighborhood to stay stable with kids riding their bikes and people walking their dogs.

Mr. Pauly asked about sidewalks in the area and how she travel through the neighborhood.

Ms. Schulze noted that there are no sidewalks and has lived for 32 years and knows how to get in and out.

Mr. Seth Entwisk, 524 E. Cherokee, voiced his concerns for traffic and stating that the streets are too narrow to accommodate the traffic flow.

Ms. Jan Peterson, 1024 E. Stanford, President of University Heights, noting that very little on the proposal has changed and believes it is not a good fit for the neighborhood.

Mr. Jacob Rude, Springfield Council of Better Business, noted that staff recommends approval and should have no traffic problems and would like compromises on this development is zoned Limited Business and will be commercial use and will have additional traffic and said that the other 7 Brew's do not have any problems.

Ms. Annette Hollon, 1133 E. Linwood Drive, voiced her concerns for safety for the school students and families walking to and from school.

Mr. Jobe closed the public hearing.

Mr. Knuckles stated his concern is, with the proximity of the business and even the 325 or 350 cars a day, that there is a significant risk of the drive thru traffic at this location and reading some of the purpose of the Conditional Use Permit where it says design to avoid, minimize mitigate, potentially adverse effects, and believes it falls into that category, and intend to vote against the CUP.

Mr. Colony does not think there's anybody on this commission that is anti-development or anti-anything at this corner of a commercial nature. The Comprehensive Plan, states that we should be within and complementary to the neighborhood and it should be neighborhood friendly, and I do not believe that a drive thru coffee shop, especially one with three or four or five lanes and limited throughput is neighborhood friendly. 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, enjoyment of adjacent or surrounding property, the character of the neighborhood, traffic conditions, etc., and I, too, appreciate the efforts of staff. Bob, these folks, the city planners, the engineers, the work they go through to determine whether or not something should come before us is exemplary. And they do a fine job, but there are times that we disagree, and this is one of those. If the developer can come back with something that is the neighborhood friendly that goes in there, I'll be all over it.

Mr. Lebeck noted that as a commission member we are looking for development opportunities, the right development opportunities and the problem here is it's the wrong fit for this corner and always have to go back to the Comprehensive Plan when we look at what should we put at a location. The Comprehensive Plan specifically says that the Growth Management Land Use Plan design designates this area as appropriate for low density housing uses. However, as an optional element, small neighborhood-oriented retail or services businesses carefully located and screened at certain locations. It goes on further to say that the Growth Management and Land Use Plan encourages the future location of neighborhood level shopping areas near intersections of arterials and collector streets and to site commercial areas where they serve only the adjacent

neighborhood. This is just not a good fit here and the protection of our existing neighborhood neighborhoods is a prime concern and will not support this in its current form.

Ms. Broekhoven is surprised that staff has recommended approval on this particular conditional use permit because it is such a mismatch with our comprehensive master plan and the goals of the Planning Department in Springfield and feel more like this is city staff trying to accommodate a developer with an ill-fitting intensity and redress it a few times to make it an acceptable solution. But the intensity is too high for residential area and will not be recommending approval.

Mr. Jobe stated that he understands that it has changed a little bit each time and did vote to deny recommendation the first time. The second time was very explicit and the reason that I changed my vote to yes. I will be recommending approval of this tonight for the same reason that I did the second time that I did. I think that the circumstances have shifted, in my opinion, toward even more reason to support it, primarily because the decision was made by city council to rezone this to a commercial use, albeit limited use. I'm very sensitive to the neighborhood's concerns. Sunshine is an extremely traveled street and it is next to one of the heaviest traffic intersections in our city and will be voting in support.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Conditional Use Permit 470 (404, 420 & 424 East Sunshine Street). Ms. Broekhoven seconded the motion. Ayes: Jobe. Nays: Colony, Pauly, Lebeck, Knuckles, and Broekhoven. Abstain: None. Absent: Doennig. **Motion Failed.**



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report



PLANNING AND ZONING COMMISSION PUBLIC HEARING:	OCTOBER 6, 2022
CITY COUNCIL PUBLIC HEARING:	NOVEMBER 14, 2022
	CASE: Conditional Use Permit 470
	LOCATION: 404, 420 & 424 E. Sunshine Street
	ACRES: Approximately 1 acre
	EXISTING LAND USE: Vacant lots and single-family homes
	APPLICANT: Reding Management and Redec, LLCs
	STAFF: Daniel Neal, Senior Planner 417-864-1036
	STAFF RECOMMENDATIONS: Approve w/Conditions
	PROPOSED MOTION: I move to recommend approval of the CUP and staff report as the findings of fact.
	REQUIRED VOTE: A majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

This is a request to permit an eating and drinking establishment use group, including drive-in, pick-up window or drive-thru facilities as a Conditional Use Permit within a LB, Limited Business District with Conditional Overlay District No. 207 generally located at 404, 420 & 424 E. Sunshine Street.

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant has filed a new Conditional Use Permit application after the Planning and Zoning Commission recommended denial of Conditional Use Permit No. 461 at their meetings on March 10, 2022, and June 16, 2022 and City Council denied Conditional Use Permit No. 461 at their meeting on July 25, 2022. However, City Council did approve the rezoning request for LB, Limited Business District with Conditional Overlay District No. 207 on July 25, 2022. This would only allow the applicant to construct an eating and drinking establishment without a drive-thru facility.
2. The major differences between the new conditional use permit and the original request are that the applicant has voluntarily restricted the hours of operation, has placed the outdoor speakers away from residential properties, has relocated, and the dumpster along Jefferson Avenue away from the adjoining single family home's backyard. The applicant added a pedestrian walkway and added additional outdoor seating to the proposed site plan.
3. The proposed business is primarily auto oriented with no indoor seating. The site is challenging in that it is shallow and therefore limits the drive through lanes location and configuration. The design of the building is not oriented towards the street (Sunshine) as preferred by the Comprehensive Plan by bringing storefronts and windows to the sidewalk and orienting building faces to the street to foster safe pedestrian access to the building. Staff is of the

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opinion that overall, the application meets the standards for approval of a Conditional Use Permit (Attachment 3).

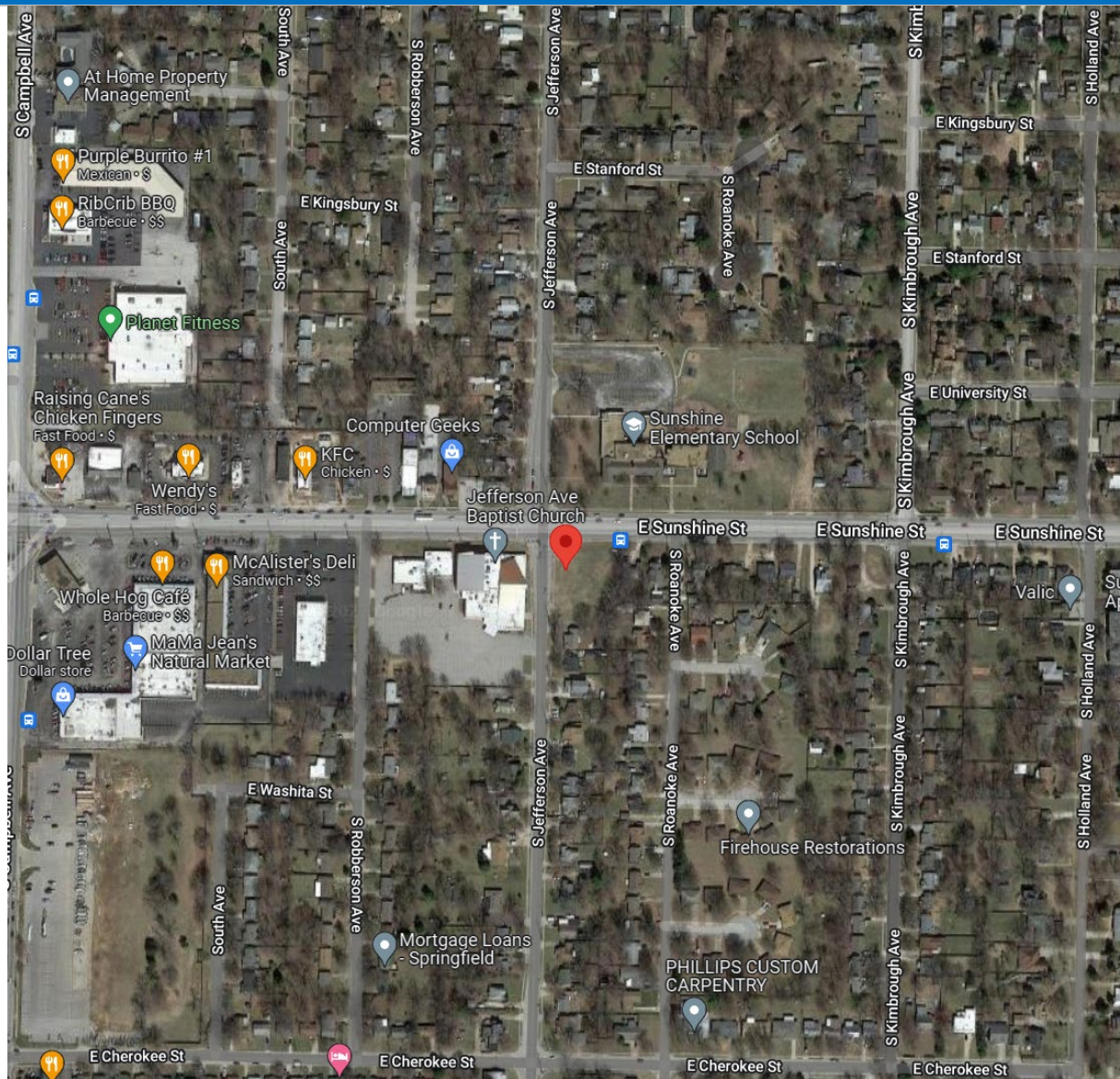
4. Approval of this application is subject to the Requirements for Approval (Attachment 2) and site plan (Attachment 5).
5. Approval of this request will provide for continued redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

SURROUNDING ZONING AND LAND USES:

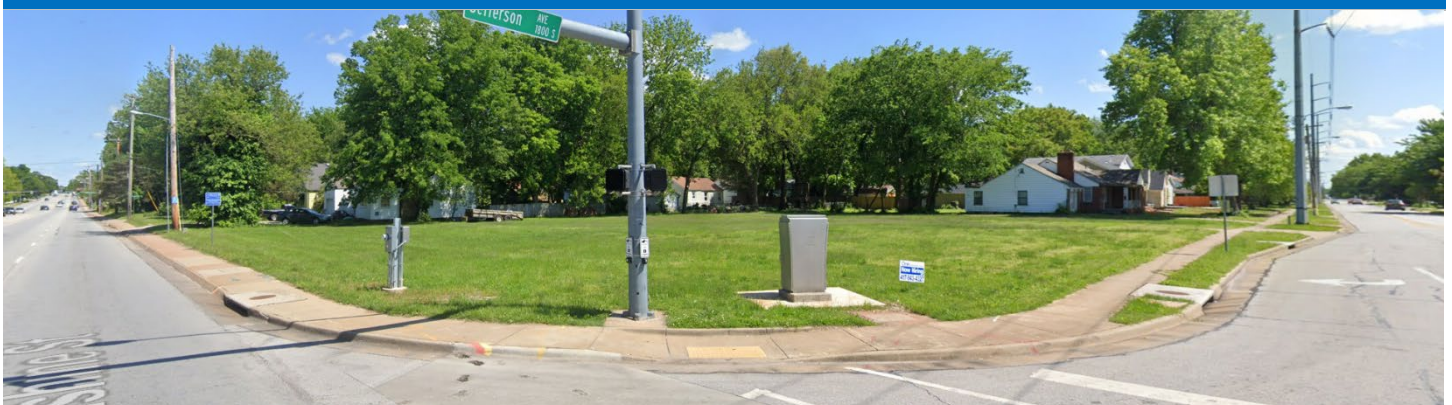
	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-SF	R-SF	R-SF
LAND USE	Elementary school uses	Single-family residential uses	Single-family residential uses	Church uses

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GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

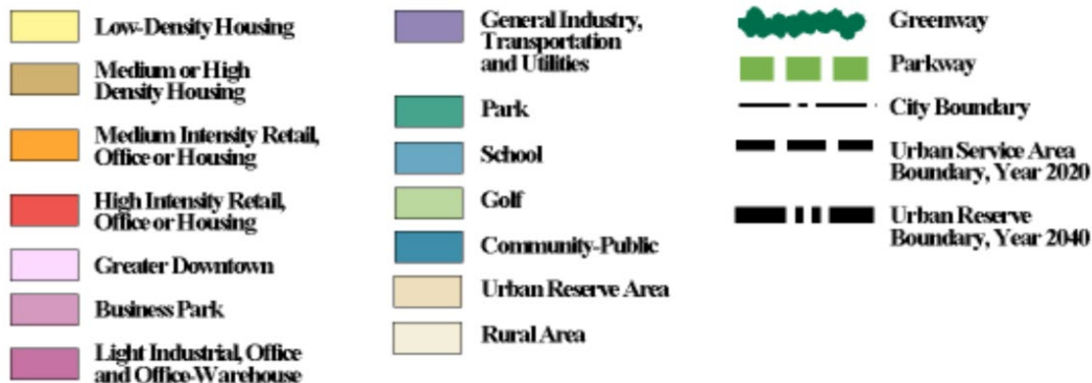
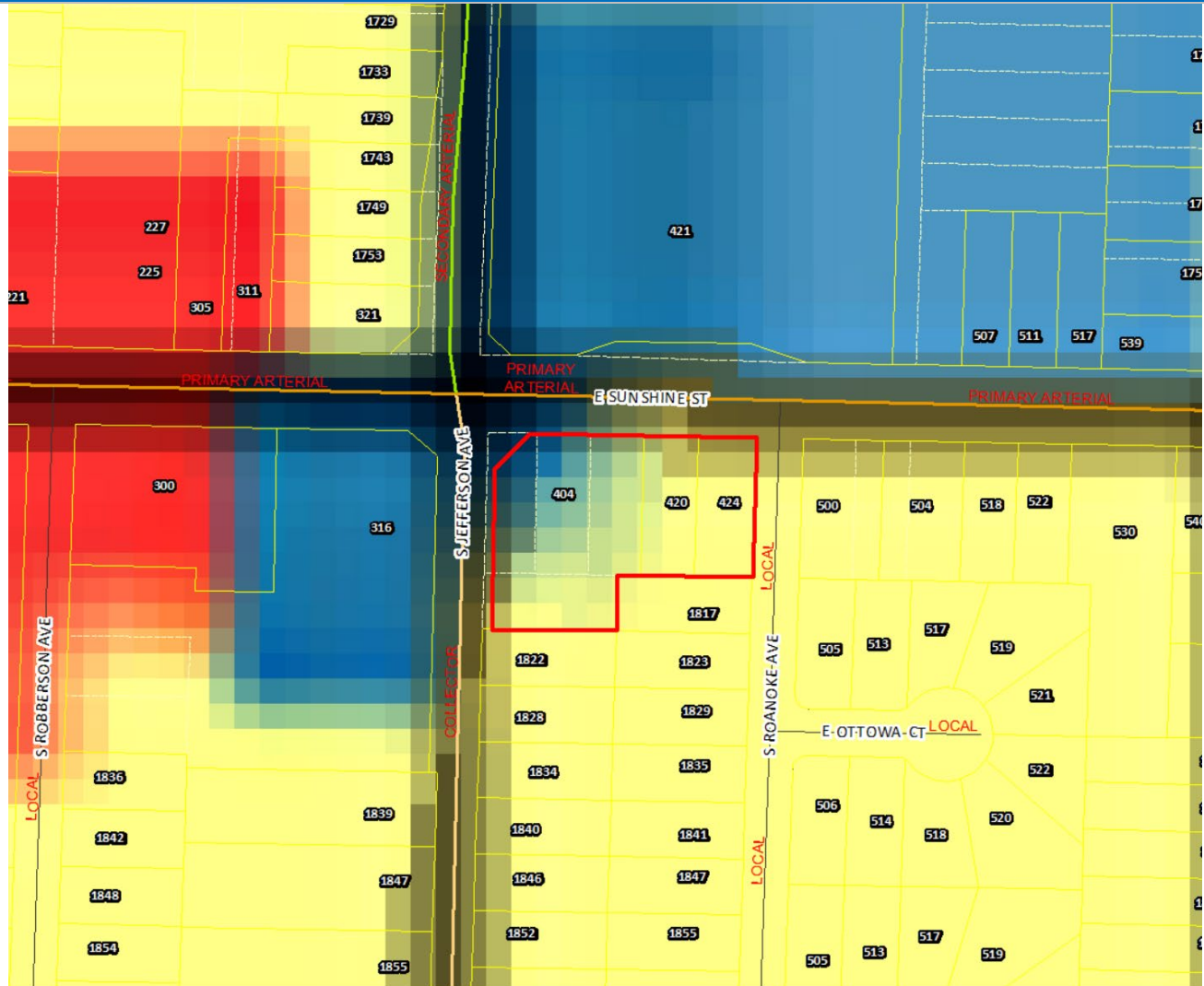


GOOGLE MAPS STREET VIEW:



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GROWTH MANAGEMENT AND LAND USE PLAN:



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PROPERTY HISTORY:

The property was annexed in 1926 and had been zoned R-SF, Single-Family Residential District since the Citywide remapping in 1995 until the recent rezoning change to LB, Limited Business District, on July 25, 2022.

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* designate 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.

The *Growth Management and Land Use Plan* recommends limiting auto-oriented commercial districts to major arterial streets when the surrounding development pattern will not support high levels of pedestrian use or to streets where auto-

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oriented land uses can be compatibly concentrated. The properties are located at the intersection of collector and arterial roadways and non-residential uses exist at all other corners of this intersection.

The *Growth Management and Land Use Plan* encourages the future location of neighborhood level shopping areas near intersections of arterials and collector streets and to site commercial areas where they serve only the adjacent neighborhood. Site smaller commercial areas where they have safe pedestrian access.

Develop site design standards that attract pedestrians by bringing storefronts and windows to the sidewalk and orienting building faces to the street. Accommodate the automobile but locate parking so that it does not interfere with pedestrian movement and enjoyment. Rear or side parking is definitely preferred. Encourage patrons to travel to mixed-use areas by alternative means. Encourage parking and landscaping strategies that protect adjacent areas and mitigate negative spillover effects. Encourage shared parking. Landscape all parking areas, particularly those near the street. Build low walls of masonry or hedges that extend the visual effect of the building line along the street edge. Require storefront windows facing the street to ensure both natural surveillance and an inviting pedestrian experience.

The Major Thoroughfare Plan classifies Sunshine Street as a primary arterial, Jefferson Avenue north of Sunshine Street as a secondary arterial and south of Sunshine as a collector roadway. Roanoke Avenue is classified as a local roadway. These properties have frontage on Sunshine, Roanoke and Jefferson.

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 consider 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 requesting to permit an eating and drinking establishment use group, including drive-in, pick-up window or drive-thru facilities as a Conditional Use Permit within a LB, Limited Business District generally located at 404, 420 & 424 E. Sunshine Street. The applicant is proposing to construct a new drive-thru restaurant/coffee shop.
2. The applicant modified the hours of operation from the original request by reducing the evening hours from 10:00 p.m. to 9:00 p.m. for Sunday through Thursday and from 11 p.m. to 10:00 p.m., Friday and Saturday. They are also proposing to restrict the locations of outside speakers, so they don't face towards the residential neighborhood to the south and east. They are also proposing to move the dumpster along Jefferson Avenue away from the R-SF

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neighbors' backyard. There is also a proposed pedestrian walkway and additional outdoor seating that has been added to the proposed site plan.

3. The Limited Business District is intended for uses that provide convenience goods or personal services primarily to people residing in adjacent residential areas. It also includes selected retail and service uses that are similar in land use intensity and physical impact to the neighborhood sales and service uses permitted in this district. This district is designed to accommodate compact, freestanding commercial centers or to function as a transition between more intense commercial uses and residential neighborhoods. Because the permitted retail and personal service uses may be an integral part of the neighborhood, more restrictive requirements for light, air, open space, building design and landscaping are made than are provided in other commercial districts. This district should be located along or at the intersections of collector or higher classification streets.
4. The purpose of the CUP review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. Conditions have been submitted to mitigate any potential impacts of the LB conditional use. These conditions include:
 - a. The eating and drinking establishment with drive-in, pick-up window or drive-thru facilities shall comply with all the standards listed in Attachment 3.
 - b. An eating and drinking establishment with drive-in, pick-up window or drive-thru facilities is permitted in substantial conformance with Attachment 5.
 - c. A sidewalk which complies with Public Works Design standards along Roanoke Avenue shall be constructed at the time of development.
 - d. Hours of operation shall be limited to 5:30 a.m. to 9:00 p.m. Sunday through Thursday and 5:30 a.m. to 10 p.m. Friday and Saturday.
 - e. All outside speakers shall be pointed north towards Sunshine Street and away from the residences to the south and east. The noise level shall not exceed 80 decibels at the property line.
 - f. All other standards of the Zoning Ordinance, Conditional Overlay District No. 207 and other applicable ordinances shall be adhered to.
5. From the neighborhood meeting and other public comments, the applicant has identified the following potentially adverse effects associated with the proposed conditional use permit and the means proposed by the applicant to avoid, minimize, or mitigate such effects:
 - a. Headlight and stationary glare - We have planned the site in such a manner to reduce this to the greatest extent possible, by pointing cars in the drive through to the north, and providing landscaping and screening along the southern, and eastern property line.
 - b. Drive thru queuing – The proposed business will have three drive through lanes to maximize storage on-site and prevent backup into Jefferson Ave.
 - c. Increase traffic volume – It has been determined that a large majority of the users of the site will be pass-by traffic. Meaning that they were already on the roadway. It is not anticipated that the new use will generate additional traffic volume.
 - d. Noise pollution – Hours of operation have been limited to 9PM on weekdays and 10PM weekends which is more restrictive than other coffee shops of the same type to prevent disruption to the neighbors. The dense landscape buffer and fence will help deflect noise away from the residential properties to the south and the structure has been shifted to the north end of the property to provide additional distance from the residential properties.
6. The applicant states that based on the following 4 points they feel as though they are addressing noise level concerns:

- a. Data from 7 Brew HQ states that the noise level 5 feet from the building will be 80 decibels which is the equivalent of a lawn mower. Additionally, that 80db is going to dissipate over the additional 100+ from the building to the property line.
 - b. 7 Brew is limiting Hours of operation at night. This location will close 1 hour early (Sun-Thurs would be 9pm close and Friday-Sat would be 10pm which cuts an hour each day). The night hours are what I would consider the most sensitive so limiting business hours during this time is effectively addressing noise concern.
 - c. 7 Brew generally has 2 exterior speakers. One at the service door and one on the back of the building facing the drive thru stack. 7 Brew and the developer is proposing that we relocate the speaker on the rear of the building so that it does not point toward the residence to the south. We would likely place the speaker in such a manner that it is on the south side of the stack and facing north toward Sunshine.
 - d. Per zoning requirements, we are required to have a Type D landscape buffer. As part of this the developer will have to install a 6' tall privacy fence, 2 canopy trees, 2 understory trees, 2 evergreens, and 12 shrubs per every 100 LF of shared property line with the residential zoning to the south. The fence and trees will act as a noise buffer and will.
7. The applicant also states that traffic will enter off Jefferson Ave and Roanoke Ave then proceed through the drive through and exit back on to Jefferson or Roanoke. Flow of the interior drives are designed in a manner to direct traffic to Jefferson which is the larger of the two streets with access. No direct access will be provided to Sunshine Street. In addition, landscape buffers will be placed with the prescribed screenings to protect surrounding properties. All City of Springfield design standards that apply to the limited business zoning district will be adhered to. This will allow for the reasonable enjoyment to the adjacent properties.
8. A Traffic Impact Study was not required as the previously approved change in zoning to LB, does not generate an additional 100 trips in the a.m. or p.m. peak or 500 trips in a 24-hour period.
9. An administrative lot combination is required as part of the Limited Business Conditional Overlay District. The administrative subdivision process will require any adjacent substandard right-of-way to be brought up to current standards. The standard right-of-way width for E. Sunshine Street is 50-feet from the centerline, 30-feet from the centerline for S. Jefferson Avenue and 25-feet from the centerline for S. Roanoke Avenue. It appears an additional 10-feet of right-of-way is needed along E. Sunshine Avenue. It appears no additional right of way is needed along S. Jefferson Avenue or S. Roanoke Avenue. A 30-foot X 30-foot right of way site triangle is also needed at the intersection of E. Sunshine Avenue and S. Roanoke 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.
10. The development of the property will require a bufferyard along the south property line adjacent to the R-SF, Single-Family Residential zoning district. The normal bufferyard required between LB and R-SF is a Bufferyard "Type D" at least fifteen (15) feet wide. For each one hundred (100) linear feet of bufferyard, there must be two (2) canopy trees, two (2) understory trees, two (2) evergreen tree and fourteen (14) shrubs. A six-foot-tall solid wood fence is also required as part of this bufferyard. As required in COD No. 207, the applicant must also add 7 additional understory trees and 7 evergreens to the bufferyard area between the proposed development and the single-family residential properties to the south.
11. Although the site location is shallow, the proposed business is primarily auto oriented with no indoor seating, and the building is not oriented towards the street by bringing storefronts and windows to the sidewalk and orienting building faces to the street to foster safe pedestrian access to the building, staff supports the proposed development as redesigned.
12. Approval of this request will provide for the continued development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
13. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

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NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on September 15, 2022, regarding the conditional use permit 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: 18 Returned: 0

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DEPARTMENT COMMENTS:

ATTACHMENT 1

CONDITIONAL USE PERMIT 470

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with the proposed CUP.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objections. The subject properties have access to public sewer.

FIRE DEPARTMENT:

No comments.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Sunshine Street as a Primary Arterial, S. Jefferson Avenue as a Collector roadway, and S. Roanoke Avenue as a Local roadway. The standard right-of-way width for E. Sunshine Street is 50-feet from the centerline, 30-feet from the centerline for S. Jefferson Avenue, and 25-feet from the centerline for S. Roanoke Avenue. It appears an additional 10-feet of right-of-way is needed along E. Sunshine Avenue. It appears no additional right of way is needed along S. Jefferson Avenue and S. Roanoke Avenue. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed within the required right of way. E. Sunshine Avenue, S. Jefferson Avenue, and S. Roanoke Avenue are city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count for E. Sunshine Avenue is 35,500 vehicles per day and for S. Jefferson Avenue is 4,995 vehicles per day. There is no recent traffic count on S. Roanoke Avenue. On-street parking is not allowed along E. Sunshine Avenue or S. Jefferson Avenue and is allowed on S. Roanoke Avenue.

DRIVEWAY ACCESS

There is one driveway access point onto the property from E. Sunshine Street, one from S. Jefferson Avenue, and one from S. Roanoke Avenue. No direct access will be allowed to E. Sunshine Street. One access point will be allowed from S. Jefferson Avenue and S. Roanoke Avenue as far south from the intersection of E. Sunshine Street as possible.

SIDEWALK

There is existing sidewalk along the property frontage of E. Sunshine Street and S. Jefferson Avenue. There is no existing sidewalk along the property frontage of S. Roanoke Avenue. Sidewalk is required to be constructed along S. Roanoke Avenue to current City Standards as a part of this CUP or an application to the ARC to pay a fee in lieu of. If approved, the fee must be paid prior to issuance of a building permit.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

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There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There is one bus stops along E. Sunshine Street along the property frontage of this development. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

None required. A Traffic Impact Study was not required as the change in zoning does not generate an additional 100 trips in the am or pm peak or 500 trips in a 24-hour period.

TRAFFIC - TABLE 1: 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	E. Sunshine St	Primary Arterial	No	40	50
Street 2	S. Jefferson Ave	Collector	No	30	30
Street 3	S. Roanoke Ave	Local – Residential	Yes	25	25
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		4	5	48	
*Proposed Trips Generated		11	40	470	
Additional Trips Generated		7	35	422	

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

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **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 **will not be allowed and detention is required**. 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 proposed plan for the site is underground detention basin with proprietary stormwater control systems in the parking and drive thru areas. The Underground detention system will have to tie into Stormwater Infrastructure along Sunshine St.

Development Review Staff Report



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.
 - a. Water Quality will be required with disturbed area being greater than 1 Acre.

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:
 - 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.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2

CONDITIONAL USE PERMIT 470

1. The eating and drinking establishment with drive-in, pick-up window or drive-thru facilities shall comply with all the standards listed in Attachment 3.
2. An eating and drinking establishment with drive-in, pick-up window or drive-thru facilities is permitted in substantial conformance with Attachment 5.
3. A sidewalk which complies with Public Works Design standards along Roanoke Avenue shall be constructed at the time of development.
4. Hours of operation shall be limited to 5:30 a.m. to 9:00 p.m. Sunday through Thursday and 5:30 a.m. to 10 p.m. Friday and Saturday.
5. All outside speakers shall be pointed north towards Sunshine Street and away from the residences to the south and east. The noise level shall not exceed 80 decibels at the property line.

Development Review Staff Report



6. All other standards of the Zoning Ordinance, Conditional Overlay District No. 207 and other applicable ordinances shall be adhered to.

Development Review Staff Report



STANDARDS FOR CONDITIONAL USE PERMIT 470

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 along a major arterial and thus takes advantage of the infrastructure that an arterial provides.	This application is consistent with the <i>Growth Management and Land Use Plan</i> of the <i>Comprehensive Plan</i> which encourages higher intensity uses at major intersections. The Major Thoroughfare Plan classifies Sunshine Street as a primary arterial, Jefferson Avenue north of Sunshine Street as a secondary arterial and south of Sunshine as a collector roadway. Roanoke Avenue is classified as a local roadway.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	The property will not have direct access to sunshine street and will not adversely affect the public safety as it relates to the motoring public and pedestrians. Primary Access will be taken from Jefferson Avenue. While this site will have access to Roanoke Ave the site design and flow of traffic is intended to direct traffic to and from Jefferson Ave.	Public Works Traffic Division has reviewed the application and has determined that the 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.	A new building will be constructed on site that will meet all applicable fire codes. Additionally, appropriate fire access will be provided for the development per City of Springfield Code	The Fire Department has reviewed this request and has no concerns about safety from fire hazards and fire controls. Fire comments are provided in Attachment 1.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	No, Drainage flows north on the property towards Sunshine Street, and the development will be designed to meet the Stormwater requirements of the city	Public Works Stormwater Division has reviewed this request and provided comments in Attachment 1. The development is required to meet development standards for stormwater management.
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	The proposed use is for a drive through facility, so no noise will exceed the levels that are typically permitted in the district. Additionally, the developer is working to obtain sound data	The applicant's response adequately addresses this condition. It is not expected that the proposed use will have noise characteristics that exceed Zoning Ordinance standards.

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:
	from other 7 Brew Coffee shops that can be presented at Planning and Zoning / City Council. The developer will also limit the hours of operation to 9PM on weekdays and 10PM on weekends	
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.	A fence will be installed per the screen regulations in the zoning code to eliminate any head light glare and stationary light glare.	It is not expected that the proposed use will negatively affect the neighborhood. The applicant's response adequately addresses this condition.
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	Signage will be along Sunshine Street and adhere to the Sign code of the City of Springfield.	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.	Signage will be along Sunshine Street to minimize any impact to adjacent properties.	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.	Yes, Sunshine Street is classified as a Primary Arterial. The right of way and adjacent street pavement widths are wide enough in the area to support the development.	Jefferson Avenue and Sunshine Street pavement width is adequate to handle increased traffic volume.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare.	The site is planned in such a manner to protect surrounding properties from negative impact. Particularly the residential properties to the south. The properties north and west adjacent are commercial developments. The eastern half of the property will be developed within the current limited business zoning to protect the residential properties to the east of Roanoke Ave	It is not anticipated that the proposed drive-thru restaurant will have an adverse effect or be incompatible with the adjacent and surrounding properties along Sunshine Street.
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. Building will be shifted north, with fencing along the south property line for screening. Vehicle circulation will face vehicles to the north to help lessen any glare impact on the adjacent properties. b. Landscaping and screening will conform with City of Springfield Zoning	The standards of the Zoning Ordinance adequately address these issues. The subject property is in an area of non-residential uses and is not anticipated to dominate the immediate vicinity or to interfere with the development and use of neighboring properties. An additional two understory and two evergreen trees per 100 lineal feet are being required in the

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:
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.	requirements.	bufferyard between the R-SF property to the south.
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.	It will not. The site is currently an undeveloped lot along a major commercial corridor.	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.	It will not. The site is currently an undeveloped lot along a major commercial corridor.	The applicant's response adequately addresses this condition. The two houses at 420 & 424 E. Sunshine Street are not designated as historical.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	Yes, our proposal follows all applicable regulations of the Article and development standards.	The proposed use is required to comply with applicable regulations about 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.	Yes, the proposed development will provide the public with an optional service and will be designed in a manor to prevent impact to surrounding residential properties.	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	Yes, our proposal is in accordance with standards set out in 36-455, 36-456 and 36-483 of the Article.	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.	Yes, the property will not have direct access to Sunshine Street. Primary Access will be taken from Jefferson Avenue. While this site will have access to Roanoke Ave the site will be designed in a way that the flow of traffic will direct traffic to and from Jefferson Ave. Adequate queuing space will be provided to prevent back up onto Jefferson. CJW is studying surrounding 7 Brew	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards.

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:
	Coffee Shops and will provide additional data and Planning and Zoning and City Council	
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.	The vehicular circulation elements have been designed to provide adequate use of the site and includes the requirements need for fire truck access	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.	No interference with the items listed are known or anticipated	There is not 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.	A new structure is planned that will conform to all current codes.	The development is required to adhere to all standards of the Zoning Ordinance and other applicable ordinances.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	The proposed conditional use is located along a major roadway with the necessary utilities and services.	This property is already served with public infrastructure and services.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

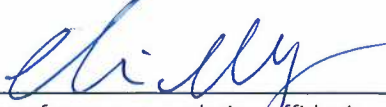
1. Request change to zoning from: LB to LB with CUP to allow a Drive Thru
(existing zoning) (proposed zoning)
2. Meeting Date & Time: September 15, 2022 From 4PM to 6:30
3. Meeting Location: 404 E Sunshine Street
4. Number of invitations that were sent: _____
5. How the mailing list was generated: City of Springfield Planning Department
6. Number of neighbors in attendance (attach a sign-in sheet): 9
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

See attached.

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

N/A

I, Chris Wynn (print name), attest that the neighborhood meeting was held on September 15th (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

Chris Wynn
Printed name of person completing affidavit

Jefferson & Sunshine
Neighborhood Meeting Summary
9/15/2022 – 4:00 PM to 6:30 PM

1. Concerns about the current property conditions, general consensus was the neighborhood would be glad to see the houses razed.
 - a. Houses will be demolished as part of the project.
2. Concerned about existing property maintenance on the corner of Roanoke and Sunshine.
 - a. Overgrowth on the corner will be eliminated.
3. Questions about who will maintain the property once construction is complete
 - a. The properties will be maintained by the tenants who will have a daily operation at the site.
4. Concerns about sewer capacity
 - a. We believe that there is enough capacity in existing sanitary sewer to handle the additional flows. Conversations with Environmental Services confirm this.
5. Concerns about additional traffic on Roanoke.
 - a. With no access to Sunshine the development will need to access Roanoke to provide the necessary circulation. Traffic from the coffee shop would be encouraged to exit back through Jefferson, and that would be the natural flow of the site, but one could expect some additional traffic on Roanoke.
6. Questions about hours of operation.
 - a. Hours of operation will be reduced by one hour in the evenings compared to other 7Brew coffee shops. Hours of operation will be 5:30 AM to 9 PM Sunday through Thursday and 5:30 AM to 10 PM Friday and Saturday.
7. Questions about trees, and what it would look like between the development and houses
 - a. A bufferyard with a fence is planned; the bufferyard will be 15' in depth and contain dense plantings. There was a request from one neighbor asking to coordinate the removal of specific trees in that bufferyard.

8. Questions about dumpster location
 - a. At the time of the meeting the proposed location for the dumpster was the southeast corner of the site, one request was made to move it to the west side of the property. The site plan has now been updated to show the dumpster moved west.
9. Residence questioned whether the school (Sunshine Elementary) supported the CUP request.
 - a. It is our understanding that the school district has no issues with the proposed request. CJW obtained a letter from a school board member that discussed the proposed development with members within the school and they were in support.
10. Concern was raised over the noise generated by 7 Brew.
 - a. In addition to limiting the hours of operation at night, 7 Brew is proposing to relocate of their speakers in a manner such that they do not point toward residential properties. Based on data provided by 7 Brew Corporate, the noise level 5 feet from the building is ~80 db. 80db is equivalent to a lawn mower or heavy traffic.
11. Concern about walkability to and around the site.
 - a. Sidewalk will be extended along Roanoke Ave adjacent to the property. Additionally, a sidewalk connection from the building to the sidewalk along Jefferson Ave will be made.
12. Concern about traffic entering and exiting onto Jefferson Ave.
 - a. Main concern for this is during AM peak hour. However, AM peak traffic and AM peak 7Brew hours are offset. The entrance off Jefferson is set as far south on the property as possible. Additionally, the access to Roanoke will be constructed to help alleviate some traffic to Jefferson.

* Have Redding contact.

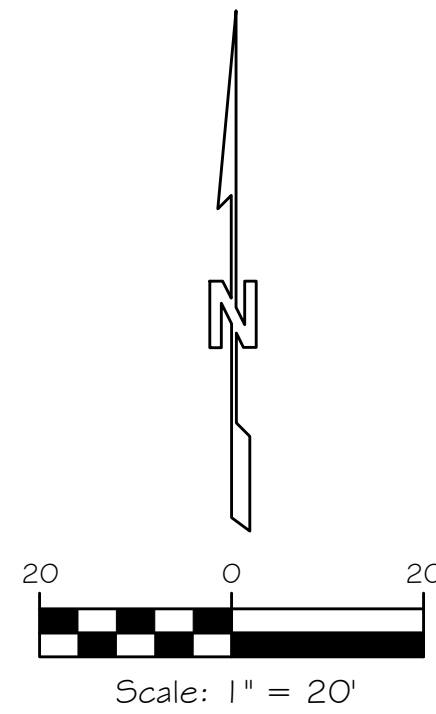
SUNSHINE & JEFFERSON - NEIGHBORHOOD MTG - SEPTEMBER 15, 2022



SIGN-IN SHEET

	Name	Address or Company	Phone	E-mail
1	William Cooper	2405 S VIRGINIA AVE	816-289-6485	COOPERWL@gmail.com
2	Toni Jackson	1749 S. Jefferson	970-405-7013	tonijackson@live.com
3	Rick & Sally Keene*	517 E. OTTOWA COURT	417-886-5828	rick&sallyk@sbcglobal.net
4	Julie Schulte	505 E. OTTOWA CT.	417-425-4335	schultejul@AOL.com
5	Art Peine	4878 W. UNIVERSITY	417-988-1825	
6	Lenora Wright	1839 S. Jefferson	417-839-1242	cwright9939@gmail.com
7	Claron Toni Smith	1828 S Jefferson	417 844-8930	
8	ROSS + LAURA MARTIN	519 E. OTTOWA CT.	417-536-4261	SISEMITE@GMAIL.COM
9	Sarah & Cody Hicks	1817 S. Roanoke Ave	417-839-8997	ybluejazz@yahoo.com
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

SITE IMPROVEMENT PLAN
PROPOSED COFFEE SHOP
SUNSHINE ST & JEFFERSON AVE
SPRINGFIELD, MISSOURI



OWNER/DEVELOPER:

REDING MANAGEMENT, LLC
C/O ROYCE REDING
1459 MILLER AVE
SPRINGFIELD, MO 65804
roycereding@gmail.com

BEARINGS ARE ASSUMED
ELEVATIONS BASED ON
CITY OF SPRINGFIELD BENCHMARK 513
ELEVATION 1341.34 NAVD88

LEGAL DESCRIPTION:

NOBLE HEIGHTS UNIT #1 LOT 8 THRU 11 EX NEW STREET ROW

SITE DATA:

AREA = 1.08 AC

CURRENT ZONING = LIMITED BUSINESS (LB)

PROPOSED ZONING = LIMITED BUSINESS WITH C.U.P. TO ALLOW A COFFEE SHOP WITH DRIVE THRU

NOTE: SITE LIGHTING, LANDSCAPING, BUFFER YARDS, AND STORMWATER WILL COMPLY TO ALL CITY OF SPRINGFIELD REQUIREMENTS FOR A DEVELOPMENT WITHIN A LIMITED BUSINESS ZONED DISTRICT.

TYPE D BUFFER YARD REQUIREMENTS:

MIN. 15' BUFFER YARD WITH (PER 100 LF):

- 2 CANOPY TREES
2 UNDERSTORY TREES + 2 PER OVERLAY AGREEMENT
2 EVERGREEN TREES + 2 PER OVERLAY AGREEMENT
12 SHRUBS
6' PRIVACY FENCE

LENGTH OF BUFFER YARD = 334 FT

TOTAL NUMBER OF REQUIRED PLANTINGS:

7 CANOPY TREES
14 UNDERSTORY TREES
14 EVERGREEN TREES
48 SHRUBS
334 LF OF 6' PRIVACY FENCE

LANDSCAPING REQUIREMENTS (LOTS 8-11)

TOTAL LOT AREA: 0.714 AC (31,123 SF)

REQUIRED GREEN SPACE (20%) = 31,123 SF * 0.20 = 6,225 SF

PROVIDED GREEN SPACE = 11,010 SF (35.4%)

FRONTAGE LANDSCAPE AREA REQUIREMENT = 10 SF/LENGTH OF FRONTAGE

TOTAL FRONTAGE LENGTH ALONG SUNSHINE ST & JEFFERSON AVE = 347 FEET

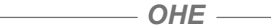
REQUIRED FRONTAGE LANDSCAPE AREA = 347 FT * 10 SF/FT = 3,470 SF

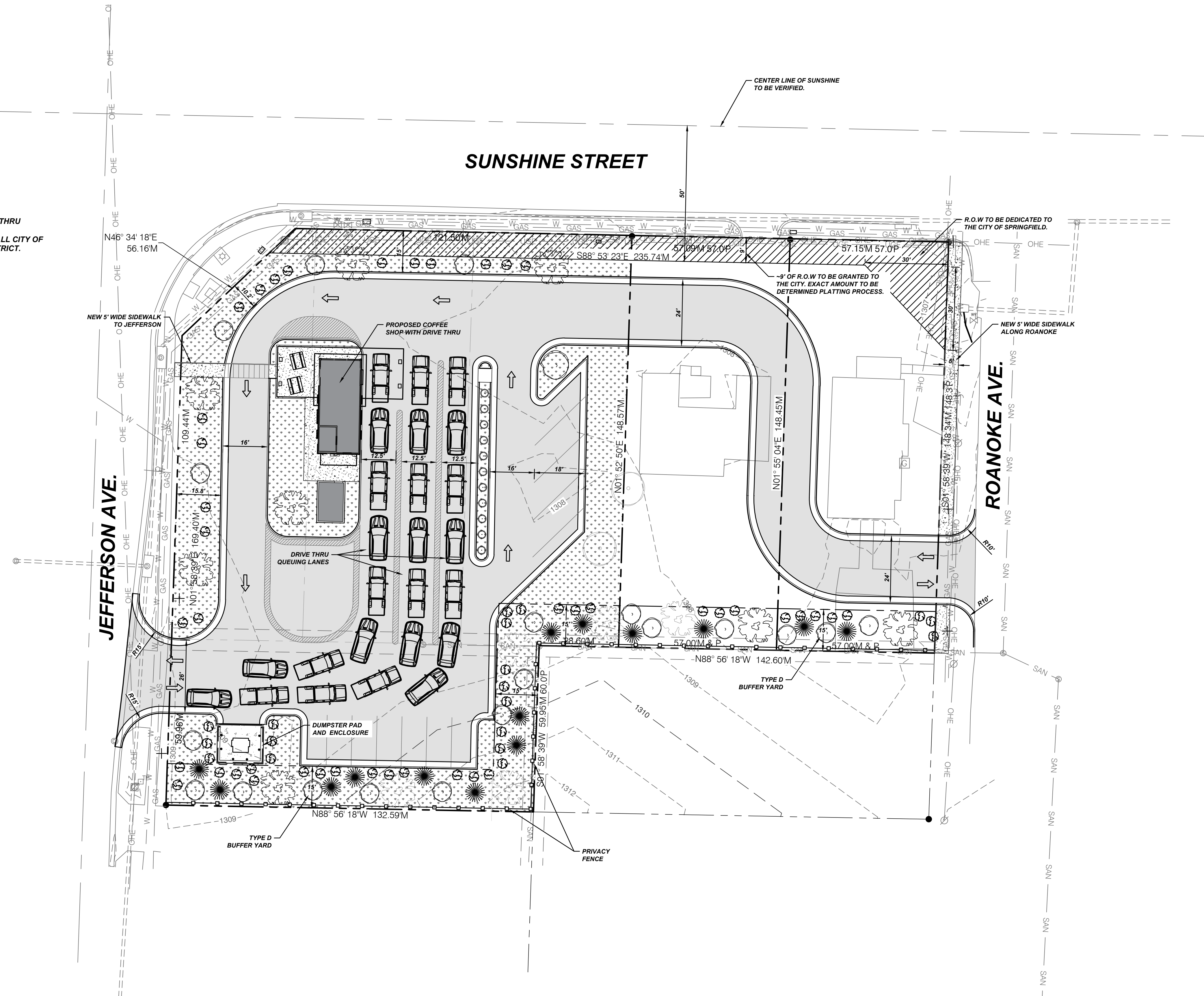
PROVIDED FRONTAGE LANDSCAPE AREA = 4,545 SF

INTERIOR LANDSCAPE REQUIREMENT (5%) = 1,556 SF

INTERIOR LANDSCAPE PROVIDED = 1,657 SF (5.3%)

LEGEND

- | | | | |
|---|---|---|---------------------------|
|  | IRON PIN SET CAPPED
"LC 2007008003" |  | TELEPHONE PEDESTAL |
|  | EXISTING IRON PIN |  | FIRE HYDRANT |
|  | EXISTING RIGHT-OF-WAY MARKER |  | WATER VALVE |
|  | MEASURED |  | GAS VALVE |
|  | PLATTED |  | GAS METER |
|  | DEEDED |  | POWER POLE |
|  | WATER LINE |  | ELECTRIC METER |
|  | GAS LINE |  | GUY ANCHOR |
|  | SANITARY SEWER |  | PULL BOX |
|  | OVERHEAD ELECTRIC LINE |  | 2 PED |
|  | UNDERGROUND ELECTRIC LINE |  | WATER METER |
|  | UNDERGROUND COMMUNICATION LINE |  | GAS METER |
|  | FIBER-OPTIC CABLE |  | AIR CONDITIONER |
|  | CHAIN LINK FENCE |  | SIGN |
|  | WOOD PRIVACY FENCE |  | LIGHT POLE |
|  | BARBED WIRE FENCE |  | POST |
|  | ELECTRIC TRANSFORMER |  | MAIL BOX |
| | SANITARY SEWER MANHOLE |  | TREE DECIDUOUS |
| | STORM SEWER MANHOLE |  | TREE EVERGREEN |
| | WATER MANHOLE | | |



Prepared by:



CJW Transportation Consultants, L.L.C.
CJW Transportation
Consultants, L.L.C. Engineering
MO C.A. #2006012385
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Fax: 417.889.3402
www.GoCJW.com

SITE IMPROVEMENT PLAN
COFFEE SHOP
SUNSHINE ST & JEFFERSON AVE

NO. Description:									
SURVEY BY		CJW							
DATE		02/18/2022							
DWG		21181							
DESIGN		CJW							
DRAWN		CJW							
CHECKED		CJW							
SCALE HOR.		1"=20'							
SCALE VERT.		N/A							

EXHIBIT

SHEET NO.

1

CJW NO. 21181 OF 1

From: [Myrna Stevens](#)
To: Zoning@springfieldmo.gov
Subject: 404 E. SUNSHINE ST.
Date: Friday, September 16, 2022 8:47:40 AM

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

MYRNA STEVENS
1855 S. ROANOKE AVE.
SPGFLD MO 65807
417-655-1322
REGARDING: BUILDING/ZONING 404 E. SUNSHINE ST.

To all whom this may concern:

Thank you for the opportunity to voice my concerns over this development. (I would have been at the meeting in person yesterday, but I am still convalescing from a very bad car accident.)

PLEASE DO NOT LET THIS HAPPEN!

As you can see, I live on Roanoke Ave. It suffers from being a "cut through" street. Do you know how fast cars come flying down from Sunshine?? This is SUCH a family street: children biking and skateboarding, couples walking their dogs, we have disabled ones on this street who get fresh air in their wheelchairs. There are NO SIDEWALKS for us to safely enjoy these activities!!! We must always be on the look-out! And that is SO sad. The cars who cut through this street DO NOT CARE! I actually saw a car try to hit a dog!

When construction work was being done along Sunshine and it was my street's turn to be closed at the Sunshine end, it was like a different world -- it was WONDERFUL!!! But as soon as the street reopened, so did the drag strip.

I have wanted to complain about the above since Dec 2019 when I bought this house! But the City is busy enough fighting deadly crime matters, working with a budget that can't meet its needs...

I was appalled when this Sunshine development was announced but did have faith it would NOT be approved due to its vicinity to the elementary school, as well as the fact Sunshine and S. Campbell intersection can neither take on OR manage the traffic this business will generate. I was thrilled reading the news it was not going to happen here -- maybe a different location though. Now to find out it's back... SAFETY will be compromised on every level if this business is allowed to build here.

PLEASE DO NOT LET THIS HAPPEN. PLEASE...

Respectfully,
M. Stevens

From: [Munde, Alan](#)
To: Zoning@springfieldmo.gov; [Council](#)
Subject: Coffee Shop at the corner of Jefferson and Sunshine
Date: Monday, September 26, 2022 9:44:26 AM

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

Dear Zoning, and Council Members,

I am writing to share my concern over the proposed drive through coffee business proposed for the corner of Jefferson and Sunshine. I am a resident of the University Heights neighborhood. Although the coffee drive through is not in my neighborhood it is on our border. I walk and/or drive that way daily and am alarmed at the amount of traffic that is already at that location (with Sunshine Elementary School directly across the street from the proposed location) and the next block being Campbell and Sunshine. Sunshine and Campbell are highly trafficked and dangerous with the Bass Pro Shop, Canes, Chic Fillet, McDonalds, Rapid Roberts gas, and other businesses located near there. As I cross that intersection on foot often, I have come to view the "crosswalk" as "crosshairs." Drivers are almost oblivious to pedestrians.

I think that the creeping/expanding of drive through businesses along Sunshine toward Jefferson would be a bad idea and lead to harmful outcomes in safety.

Thank you for your attention,

Alan Munde
P.O. Box 4989
Springfield, MO 65808
512-694-8173 cell
www.mundemusic.com
www.almundesbanjocollege.com
www.campbluegrass.com

From: [Steve Brooks](#)
To: Zoning@springfieldmo.gov
Subject: Proposed 7Brew at Jefferson and Sunshine, on the October 6th P&Z calendar
Date: Tuesday, September 27, 2022 3:12:14 PM

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

Planning and zoning commissioners, I live in the University Heights neighborhood just a bit east of the proposed development. Our 2 children went to Sunshine Elementary throughout that era of their educational time, as we have lived here 37 years.

Even though this proposal has been turned down (twice!) by P and Z, they are back again. I know that area is now zoned as Limited Business. From what I understand, that would allow eating and drinking establishments, but would EXCLUDE drive-in, pick-up window, or drive-thru facilities. The developers are back seeking a conditional use permit, even though this zoning says no drive-thrus, and that is all the restaurant offers. I think they may have cut back the hours on their loud music. That does not change much. This proposed high-traffic, high volume drive-thru facility would operate early morning through late evening, adjacent to a single-family residential district.

It is still a violation of the zoning, and I believe, would add to traffic congestion at that corner, with an elementary school across the street.

Perhaps it is time to consider a moratorium on these proposed developments, near historical neighborhoods, until we can create appropriate plans with the neighborhoods, in keeping with the proposals in the Forward SGF plan.

Thank you.

Steve Brooks
417 840-4446

From: [William Cooper](#)
To: Zoning@springfieldmo.gov
Subject: Comments Regarding Conditional Use Permit 470
Date: Saturday, October 1, 2022 1:45:46 PM

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

My name is William Cooper and I live at 2405 S Virginia Avenue in the Seminole Holland neighborhood.

I am writing regarding a conditional use permit application for the property located at Jefferson and Sunshine. The proposed conditional use as proposed will have a substantial or undue adverse effect upon and will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, and traffic conditions.

The developer wants to build a 7-Brew Coffee shop on the property. The proposed hours of operation are 5:30 am - 9:00 pm Sunday - Thursday and 5:30 am - 10:00 pm on Friday and Saturday. The developer proposes all outside speakers shall be pointed north towards Sunshine Street and away from the residences to the south and east and the noise level shall not exceed 80 decibels at the property line. This requirement should be changed to 60 decibels at the property line to prevent the sound from being a nuisance to the neighboring residences.

The developer's plan includes a buffer yard Type D between the project and the neighboring residences. Buffer yard D is the baseline requirement between Limited Business and Single Family Residential. Observations of existing 7-Brew locations in the city show a neon lit building which will be a nuisance to the neighboring residential houses. Because of the planned high activity use and neon lighting, requiring a more stringent buffer yard F would seem more appropriate and would further protect the neighbors.

South Jefferson Avenue is a Collector roadway and South Roanoke Avenue is a Local-Resident roadway. The proposed cross access easement to South Roanoke Avenue will push traffic onto a local residential street. Access to South Roanoke Avenue should not be allowed by this business.

William Cooper
2405 S Virginia Avenue
Springfield MO 65807
816-289-6485

From: [Penny Gordon-Chumbley](#)
To: Zoning@springfieldmo.gov
Subject: Conditional Use permit for the property located at Jefferson and Sunshine
Date: Monday, October 3, 2022 11:18:30 AM

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

I have lived at 1841 S Kings Ave for 22 years. I have seen the residential quality of my neighborhood improve over the years, but the traffic, noise and commercial character of the surrounding neighborhood has declined dramatically.

1. At most times of the day, I cannot easily or quickly turn onto Sunshine St. but must drive south onto Cherokee and get out of the neighborhood via Campbell Ave.
2. Throughout the day, I hear loud, racing traffic on Sunshine St., often at speeds that sound unsafe.
3. Traffic during the lunch hours (from 11am to 2pm) on the corners of Campbell and Sunshine can be blocked for several minutes. Adding an additional food/beverage establishment will only add to the congestion and noise.
4. And most importantly, this business will be just across the street from an elementary school where drop off traffic and the safety of the children are a primary concern.

Thank you for your consideration,

Penny Gordon-Chumbley
1841 S Kings Ave.
Springfield, MO 65807



Penny Gordon-Chumbley/Creative
pennygordonchumbleyartist.com

From: schulzeju@aol.com
To: Zoning@springfieldmo.gov
Subject: CUP 470
Date: Monday, October 3, 2022 11:30:13 AM

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

Dear Zoning Commission Members:

I live on the corner of Roanoke and Ottawa Ct. within 185 ft. of the proposed site of a 7Brew coffee company. For 75 years my residential neighborhood has stood proud to provide a stable, neatly kept and safe place to live for working families and seniors located in central Springfield.

If the current CUP 470 is approved a triple-lane drive-thru coffee establishment will abut my neighborhood's living spaces. The company plays loud music from opening to closing to attract customers and each day will dump hundreds of cars onto my neighborhood's small local roadways creating hazards for residents. This business' operation will threaten the quiet stability that has existed for a quarter of a century. No one would choose to live next to loud music from 6am to 9pm especially not my neighbors who work nights at local hospitals and sleep days. And no one would choose to deal with excess traffic every day.

The city is currently planning ways to improve neighborhoods, to connect neighbors, to provide more safe walkable areas. This business will not strengthen or enhance our neighborhood in any of those ways ; it very possibly will endanger its future. I am asking the zoning commission to deny conditional use permit 470 and in turn protect a neighborhood that has provided and still provides a vital function in our city. My request aligns with the FORWARD SGF initiative goals of safety and stewardship of neighborhoods.

Thank you,

Julie Schulze

[Sent from the all new AOL app for iOS](#)

From: [SALLY A KEENE](#)
To: [Neal, Daniel](#)
Subject: 404, 420 & 424 E. Sunshine proposal on October 6th Planning & Zoning Meeting
Date: Monday, October 3, 2022 2:29:47 PM

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

Greetings -

We have lived in the Seminole/Holland neighborhood for over 30 years. We would like for you to drive over to the intersection of Jefferson & Sunshine and review the piece of property that has a request to rezone on your agenda for Thursday's meeting. We feel there is not enough space for vehicles to get off Sunshine and be able to turn into the proposed business, especially since over Brew 7 establishments have approximately 776 vehicles driving thru each day. The next thing I would like for you to view is the corner of Sunshine & Roanoke. If you would come from the west and try to turn to the right onto Roanoke, it is a slight hill and sometimes when vehicles are coming north on Roanoke, you can almost have a collision trying to turn onto Roanoke, as the street is not wide enough for vehicles to park at the 500 E. Sunshine address, along with vehicles going north and south. Could a traffic study be done before a vote is proposed? Please review these items before the next planning and zoning meeting on Thursday. Thank you.

Rick & Sally Keene
517 E. Ottawa Court
Springfield, MO 65807

From: [Ross Martin](#)
To: Zoning@springfieldmo.gov
Subject: Proposed 7 Brew Coffee Development at Jefferson and Sunshine
Date: Monday, October 3, 2022 7:14:14 PM

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

To whom it may concern,

We reside at 519 E. Ottawa Court, Springfield, MO 65807. This will mark the third time the developer of the proposed project has submitted this plan to Planning and Zoning. Like the two previous submissions, the Developer has made minor and rather meaningless changes to the proposed development without addressing the primary concern held by many of us that will have to live with this development on a daily basis. That concern is the traffic congestion that will accompany a three driveway, drive-through only business.

One need only look at the traffic problems that have arisen from the short sighted development of Chick-fil-A, Stabucks and Cains and the effects those establishments have had on traffic flow at Sunshine and Campbell. Does the City really want to recreate those issues at Sunshine and Jefferson? Contrary to the City's Traffic Engineer's assertion that 7 Brew will not be a destination for increased traffic to the area, it will be the ingress and egress of those vehicles already present that will pose a problem. To assert otherwise is simply disingenuous or wishful thinking. The proposed utilization of Roanoke Street as a means of limiting traffic flow onto Jefferson is in itself a problem as it is a rather small, undeveloped neighborhood street, which is not equipped to handle significant commercial traffic.

Traffic congestion aside, this development backs up to a residential neighborhood. The noise, music and hours of operation are totally at odds with the residents' ability to enjoy the peace and quiet one would expect in a residential neighborhood setting. While the Developer has stated that they will decrease the music volume to a "mere" 80 decibels and will limit their hours of operation, what's to prevent them from simply ignoring these promises after they've gotten what they want?

One wonders how eager the Developers of this project would be to have it built in their backyard? We would guess that they, like us, would be none too excited to have a 7 Brew Coffee drive through in their **backyard**.

We wouldn't be opposed to the commercial development of this property as long as it was something that was a better fit for a residential setting or offered some benefit to the neighborhood in general. A drive through coffee station offers no such benefits to the residents.

We would urge Planning and Zoning to again deny the conditional use permit for this development.

Sincerely,

Ross & Laura Martin

From: [Makayla Jordan-Diemler](#)
To: Zoning@springfieldmo.gov
Subject: Jefferson/Sunshine 7Brew
Date: Tuesday, October 4, 2022 7:14:27 AM

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

Good morning,

I write this email as I sit in line for a pumpkin macchiato at my favorite drive thru on the corner of Battlefield and Kansas: 7Brew. This is an excellent coffee shop that plays loud, energizing music, has 10+ employees working at all times, and sees hundreds of customers a day. When a new one pop up in a commercial area, I am thrilled for the traffic it will bring other local businesses.

These attributes are precisely why they would be horribly placed on the corner of Jefferson and Sunshine. As a resident of 1823 S Roanoke Avenue, my safe, quiet street would suddenly become a driveway for the hundreds of energetic customers leaving 7Brew at all hours of the day. Walking my dog on Jefferson street would become impossible due to the elimination of sidewalks in favor of busy parking lots. There are no nearby businesses that would benefit from the increased traffic in a residential area. My quaint, small neighborhood is not built for commercial properties, and I highly discourage the rezoning of this area. Please, keep my neighborhood fit for families, children, and animals, and let us 7Brew lovers drive the 1.1 miles to another location.

All the best,
Makayla Jordan-Diemler

From: [Mary Pearson](#)
To: Zoning@springfieldmo.gov
Subject: 7-Brew Coffee
Date: Tuesday, October 4, 2022 9:12:57 AM

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

Please deny their request to build at Sunshine and Jefferson. This is a residential neighborhood with a school across the street and is definitely not a place for this type of business. The loud music and traffic will be disruptive to everyday life. Sunshine street is busy enough already and this would also cause traffic problems on Jefferson. Please, please, please deny.

Best Regards,

Mary Pearson

Sent from my iPhone

From: [Rebekah Lee](#)
To: Zoning@springfieldmo.gov
Subject: Oct. 6 agenda item #13
Date: Tuesday, October 4, 2022 10:32:16 AM

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

I have owned and lived at 520 E. Ottawa Ct. since 2006. Roanoke absolutely cannot handle the traffic from a chain drive through coffee shop. It is too narrow and already in use for residential purposes like parking and walking. Have you been there? Please visit. We have no sidewalks. Many of us in the neighborhood have single car driveways, if any driveway at all, and have to park on the street. And with the disgusting rise of housing costs of late, more and more people in our neighborhood have multiple adults per house, thus adding more cars to the mix. Please listen to the people who live there. There are plenty of empty spots for a chain coffee shop in SGF.

Rebekah Lee

From: [sarah.ghan](mailto:sarah.ghan@springfieldmo.gov)
To: Zoning@springfieldmo.gov
Subject: Conditional Use Permit 470 for 404, 420 & 424 E. Sunshine
Date: Tuesday, October 4, 2022 10:01:11 PM

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

We have enjoyed calling Roanoke Avenue our home for eleven years. You can safely take a walk, meet your kids from the school bus, or even work in your front lawn without worrying about being hit by traffic.

Our house has stood in the same location since 1948 and some of my neighbors predate 1948. The conditional use permit that has been requested does more than disturb our peaceful neighborhood; it stands against everything a limited business supplies. The permit would allow a drive-thru with three lanes of traffic catering to five hundred plus cars daily!

Undesirable and disruptive to our quality of life is a gross understatement to define the impact of a vote in favor of Conditional Use Permit 470. A high-traffic coffee shop does not benefit or cater to our neighborhood or our needs. "Alleviate traffic" on Jefferson by creating an exit road that is next to my driveway and opposite of my neighbors back door, this does not help our safety or our quality of life.

We have a small street with no sidewalk, and most company is forced to park in the street. Why would anyone try to exit on Jefferson when it's already backed up due to a school, church, residents, and regular traffic? A partial sidewalk and an above-ground retention pond does NOT benefit our neighborhood. The retention pond, when full, is a potential hazard for children going to and from school.

Royce Reding visited myself, Sarah Hicks on Labor Day weekend. Reding claims that he proposed a dentist office for this property, which was declined by the city. If this is true, a dentist office would certainly better suit our needs than a high priced cup of coffee that I would have get in my car and wait in three lanes of traffic for, just to go right back home to enjoy.

Finally, a business in a residential neighborhood blaring music from 5:30 am to 9 or 10 pm is ridiculous and disrespectful to all nearby residents.

If our neighborhood is to welcome a new neighbor, we need one that will enhance our quality of life and our part of Springfield that we've chosen to call home.

Please carefully consider, would you choose to live with this in your back yard?

Sarah and Cody Hicks
1817 S. Roanoke Ave.

Springfield, Mo 65807

From: billrh@mchsi.com
To: Zoning@springfieldmo.gov
Subject: FYI
Date: Wednesday, October 5, 2022 11:19:00 AM

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

I live in the Seminole-Holland neighborhood and I fully support rezoning the lot on the corner of Jefferson and Sunshine.

Bill Havens
607 E Berkeley St.
417-350-4507

From: goshawk@att.net
To: Zoning@springfieldmo.gov
Subject: Public hearing on the developers application for a Conditional Use permit for the property located at Jefferson and Sunshine, Springfield, MO 65807
Date: Thursday, October 6, 2022 5:23:04 PM

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

To: Springfield Planning and Zoning Commission: Comments and Concerns

I write to strongly oppose the application for a Conditional Use Permit on the grounds that 7-Brew Coffee, a commercial business, will create offensive and intolerable noise and light pollution, and thereby incompatible with the neighboring residences. These adverse effects will reduce the value of homes, and cause chronic nuisance traffic disturbance. High levels of noise and lighting disrupt and harm humans' biological systems, and those of mammals, birds, and other wildlife in areas affected by this type of pollution [1][2][3]. Directing the speakers across the street where single family homes face Jefferson is not an equitable solution for that neighborhood, as well. Noise must be abated below 60 decibels as homeowners' open their windows during spring and fall. The buffer should equally be more strict than F criteria allows.

A better alternative is to deny this commercial, conditional use permit for something far more compatible on this corner. There are other business opportunities to build on this site which will not cause irreparable, adverse effects on the neighborhood.

The property is zoned limited business but the developer must obtain a conditional use permit to have a business with a drive-thru. The proposed conditional use as proposed will have a substantial or undue adverse effect upon and will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, and traffic conditions.

The developer wants to build a 7-Brew Coffee shop on the property. The proposed hours of operation are 5:30 am - 9:00 pm Sunday - Thursday and 5:30 am - 10:00 pm on Friday and Saturday. The developer proposes all outside speakers shall be pointed north towards Sunshine Street and away from the residences to the south and east and the noise level shall not exceed 80 decibels at the property line. This requirement should be changed to 60 decibels at the property line to prevent the sound from being a nuisance to the neighboring residences.

The developer's plan includes a buffer yard Type D between the project and the neighboring residences. Buffer yard D is the baseline requirement between Limited Business and Single Family Residential. Observations of existing 7-Brew locations in the city show a neon lit building which will be a nuisance to the neighboring residential houses. Because of the planned high activity use and neon lighting, requiring a more stringent buffer yard F would seem more appropriate and would further protect the neighbors.

South Jefferson Avenue is a Collector roadway and South Roanoke Avenue is a Local-Resident roadway. The proposed cross access easement to South Roanoke Avenue will push traffic on to a local residential street. Access to South Roanoke Avenue should not be allowed by this business.

[1] <https://www.sciencedirect.com/science/article/abs/pii/S030372072200185X>

Keywords: Thyroid, Glucocorticoid, Artificial light-at-night, Endocrine disruption, Noise. Heat

Received 13 March 2022, Revised 18 July 2022, Accepted 26 July 2022, Available online 2 August 2022, Version of Record 5 August 2022.

[2] <https://www.sciencedirect.com/science/article/abs/pii/S0269749116326306>

Keywords: Quiet areas Unlit areas Wilderness Naturalness Environmental index

Received 13 March 2022, Revised 18 July 2022, Accepted 26 July 2022, Available online 2 August 2022, Version of Record 5 August 2022.

[3] <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5838624/> **Keywords:** Melatonin, Sleep, Biorhythms, Bipolar disorder, Quality of life, Globality
[Clin Pract Epidemiol Ment Health](#). 2018; 14: 33–36.

Published online 2018 Feb 28. doi: [10.2174/1745017901814010033](https://doi.org/10.2174/1745017901814010033)

Lisa Berger

goshawk@att.net

1947 South Kings Avenue, Springfield, MO 65807

One-rdg. X
P. Hmgs.
Pgs. 4
Filed: 11-22-22

Sponsored by: McClure

COUNCIL BILL 2022- 284 RESOLUTION

RESOLUTION

1 RENAMING the Midfield Terminal of the Springfield-Branson National Airport
2 ‘Roy Blunt Terminal’ to honor the legacy and outstanding public
3 service of Roy Blunt.
4 _____
5

6 WHEREAS, Roy Blunt is a fifth-generation Missourian who has a long history of
7 dedicated public service to Missouri as a teacher, county official, Secretary of State,
8 university president, Congressman, and United States Senator; and
9

10 WHEREAS, Roy Blunt has worked tirelessly to represent and advance issues for
11 Southwest Missouri, including actions to benefit the Springfield-Branson National Airport
12 (“SGF”); and
13

14 WHEREAS, as a Senator, Roy Blunt was instrumental in securing federal funding
15 and helping to overcome obstacles during the development of SGF’s Midfield Terminal
16 that opened on May 6, 2009, and this modern 275,000-square-foot facility with 10 airline
17 gates is a showpiece for Springfield and will continue to serve the air transportation
18 needs of our region for decades to come; and
19

20 WHEREAS, throughout his long political career, Roy Blunt has been a strong
21 advocate for investment in and improvement to our nation’s transportation
22 infrastructure; especially in interstate highways, inland river ports, public transit
23 systems, freight rail, and airports, and SGF has received several federal grants to
24 construct, maintain, and/or improve critical airfield infrastructure, including runways,
25 taxiways, and apron areas; and
26

27 WHEREAS, Roy Blunt has served in several leadership positions on a variety of
28 legislative committees, and while in these roles, he regularly sought out and strongly
29 considered input from local officials that gave Southwest Missouri a voice during the
30 development of national policy; and
31

32 WHEREAS, Roy Blunt has actively supported key airport economic development
33 projects, such as advocating with American Airlines to establish a state-of-the-art airline
34 maintenance facility that opened in December 2021, which will help ensure quality

35 airline service for our region for decades to come; and

36
37 WHEREAS, it is City Council's desire to honor the legacy of Roy Blunt in
38 appreciation of his outstanding public service and demonstrated support for SGF and
39 the City of Springfield.

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

43
44 Section 1 – The Midfield Terminal of the Springfield-Branson National Airport is
45 hereby named 'Roy Blunt Terminal' in recognition of Roy Blunt's legacy and outstanding
46 public service.

47
48 Section 2 – This Resolution shall be effective on December 16, 2022.

49
50 Passed at meeting: _____

51
52 _____
53 Mayor
54

55 Attest: _____, City Clerk

56
57 Filed as Resolution: _____

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

60
61
62 Approved for Council action: James A. Hays, City Manager
63

EXPLANATION TO COUNCIL BILL 2022- 284

FILED: 11-22-22

ORIGINATING DEPARTMENT: City Council

PURPOSE: To honor the legacy and the outstanding public service of Roy Blunt by renaming the Midfield Terminal at the Springfield-Branson National Airport 'Roy Blunt Terminal' effective December 16, 2022.

BACKGROUND INFORMATION: Born in the small town of Niangua and raised on a dairy farm, Roy Blunt is a fifth-generation Missourian who was the first in his family to graduate from college. He has a long history of dedicated public service to Missouri as a teacher, county official, Secretary of State, university president, Congressman, and United States Senator. Roy Blunt has worked tirelessly to represent and advance issues for Southwest Missouri, including actions to benefit the Springfield-Branson National Airport ("SGF").

Senator Blunt was instrumental in securing federal funding and helping to overcome obstacles during the development of SGF's Midfield Terminal that opened on May 6, 2009. This modern 275,000-square-foot facility with 10 airline gates is a showpiece for Springfield and will continue to serve the air transportation needs of our region for decades to come.

Throughout his long political career, Senator Blunt has been a strong advocate for investment in and improvement to our nation's transportation infrastructure; especially in interstate highways, inland river ports, public transit systems, freight rail, and airports. SGF has received several federal grants to construct, maintain, and/or improve critical airfield infrastructure, including runways, taxiways, and apron areas.

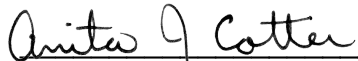
Senator Blunt has served in several leadership positions on a variety of legislative committees. While in these roles, he regularly sought out and strongly considered input from local officials that gave Southwest Missouri a voice during the development of national policy. For example, while serving as Chair of the Senate Commerce Subcommittee on Aviation, he had the SGF Director of Aviation travel to Washington, DC, to testify at a hearing on Transportation Security Administration modernization and improvements to aviation security. He also worked to maintain operations funding for SGF's 24-hour Air Traffic Control Tower.

He has actively supported key airport economic development projects, such as advocating with American Airlines to establish a state-of-the-art airline maintenance facility that opened in December 2021, which will help ensure quality airline service for our region for decades to come. He recently helped secure funding to help build a new

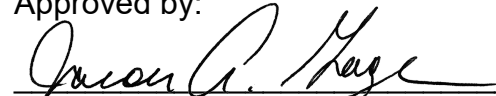
aircraft mechanic training facility with Ozarks Technical Community College at SGF that is expected to open in late 2024.

It is City Council's desire to honor the legacy of Roy Blunt in appreciation of his outstanding public service and demonstrated support for the City of Springfield.

Submitted by:


Anita J. Cotter, City Clerk

Approved by:


Jason Gage, City Manager

property, generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-family Residential, GR, General Retail, and LB, Limited Business District to Planned Development No. 374; and adopt an updated Official Zoning Map?" failed to pass inasmuch as the necessary majorities required by the Constitution of the State of Missouri and the Charter of the City of Springfield, Missouri were not attained, therefore General Ordinance 6614, which rezoned the 4.2 acres of property, is deemed repealed in its entirety.

Section 3 – This Resolution shall be in effect immediately upon adoption.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: Rhonda Lewaden, City Attorney

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

EXPLANATION TO COUNCIL BILL 2022- 285

FILED: 11-22-22

ORIGINATING DEPARTMENT: City Clerk's Office

PURPOSE: To declare the results of a Special Municipal Election held on November 8, 2022, under the Home Rule Charter of the City of Springfield, Missouri.

BACKGROUND INFORMATION: On August 10, 2020, City Council passed General Ordinance 6614 which rezoned 4.2 acres of property, generally located at 3503, 3521, 3527, and 3535 South Lone Pine Avenue from R-SF, Single-family Residential, GR, General Retail, and LB, Limited Business District to Planned Development No. 374; and adopted an updated Official Zoning Map.

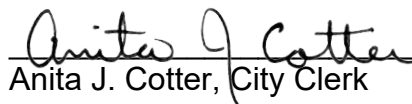
A referendum petition requesting the repeal of General Ordinance 6614 was filed with the City Clerk on October 19, 2020. The City Clerk determined the petition was signed by a sufficient number of qualified electors on November 16, 2020, and certified the results to City Council. On December 14, 2020, City Council did not act to repeal General Ordinance 6614 as was specified in the referendum petition. On December 14, 2020, City Council adopted Special Ordinance 27441 calling an election on August 3, 2021, to submit to voters a question as to whether or not to approve General Ordinance 6614.

On May 25, 2021, a trial court permanently enjoined the City from holding a referendum election concerning General Ordinance 6614. On June 8, 2022, the Missouri Southern District of Appeals vacated the trial court's permanent injunction and ordered the City to take steps to place General Ordinance 6614 before the electors for vote. On June 27, 2022, Special Ordinance 27441 was amended to revise the date of the election to November 8, 2022.

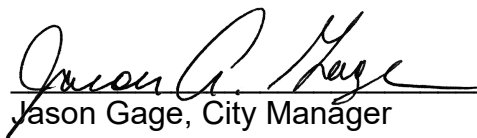
On November 8, 2022, a Special Municipal Election was held in the City of Springfield, Missouri, under the Home Rule Charter of the City and the official returns of said election have been certified to City Council by the Greene County Clerk as required by the Greene County Verification Board, and it is desired to declare the results of said election.

General Ordinance 6614 did not pass inasmuch, as the necessary majorities required by the Constitution of the State of Missouri and the Charter of the City of Springfield, Missouri were not attained.

Submitted by:


Anita J. Cotter, City Clerk

Approved by:


Jason Gage, City Manager

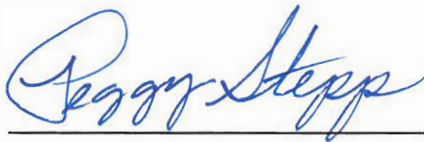
November 8, 2022 General Election

We, the undersigned representatives of opposite political parties, hereby certify that on the 8th day of November, 2022 we did tabulate all returns of the General Election held at the various voting locations within said county between the hours of 6:00 a.m. and 7:00 p.m., the following being a true and accurate account of the vote at said polling places, as well as the absentee ballots, and as certified by the verification board as provided in 115.507, RSMo.

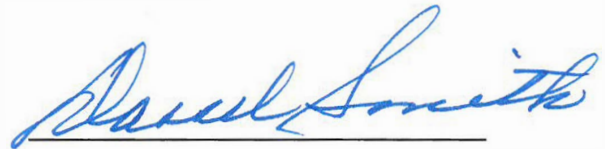
City of Springfield Question 1

Shall the City of Springfield amend the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 4.2 acres of property, generally located at 3503, 3521, 3527 and 3535 South Lone Pine Avenue from R-SF, Single-family Residential, GR, General Retail, and LB, Limited Business District to Planned Development No. 374; and adopt an updated Official Zoning Map?

Yes	13,864
No	33,048



Democratic Supervisory Judge



Republican Supervisory Judge

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

IN TESTIMONY WHEREOF, I, Shane Schoeller, County Clerk, hereunto set my hand and affix the Seal of the County of Greene, at my office in Springfield, Missouri, this 18th day of November, 2022.



SHANE SCHOELLER, COUNTY CLERK

One-rdg. X
P. Hrngs.
Pgs. 6
Filed: 11-22-22

Sponsored by: Schilling, Horton

COUNCIL BILL 2022-286 RESOLUTION

A RESOLUTION

1 DECLARING the Redevelopment Plan for the Grant Avenue Parkway Redevelopment
2 Area a multi-project redevelopment plan pursuant to Section 40-19 of the
3 Springfield City Code.
4 _____
5

6 WHEREAS, the City of Springfield has established a Workable Program, codified
7 in Chapter 40, Article II of the Springfield City Code, to evaluate and implement
8 requests for real property tax abatement pursuant to the Land Clearance for
9 Redevelopment Authority ("LCRA") Law, Sections 99.300-99.715, RSMo.; and
10

11 WHEREAS, pursuant to City Code Section 40-19, City Council may exempt
12 certain projects from the but-for test and tax impact analysis requirements of the
13 Workable Program by designating and declaring, by resolution, that a redevelopment
14 plan qualifies as a multi-project redevelopment plan; and
15

16 WHEREAS, the purpose of the exemption set forth in City Code Section 40-19 is
17 to allow flexibility regarding applicability of the Workable Program to ensure that tax
18 abatement is available for future redevelopment of an area of the City that contains
19 widespread evidence of blight, and where an area-wide plan for redevelopment is
20 required to remediate said blight; and
21

22 WHEREAS, the City has undertaken and completed the Redevelopment Plan for
23 the Grant Avenue Parkway Redevelopment Area as a multi-project redevelopment plan;
24 and
25

26 WHEREAS, City Code Section 40-19(c) sets forth five factors that City Council
27 shall consider when designating a redevelopment plan as a multi-project redevelopment
28 plan; and
29

30 WHEREAS, City Council finds that the Redevelopment Plan for the Grant
31 Avenue Parkway Redevelopment Area qualifies as a multi-project redevelopment plan
32 pursuant to City Code Section 40-19 based on these five factors.
33

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

36
37 Section 1 – City Council hereby designates and declares that the Redevelopment
38 Plan for the Grant Avenue Parkway Redevelopment Area qualifies as a multi-project
39 redevelopment plan based on the five factors set forth in City Code Section 40-19(c)
40 because: (1) the Redevelopment Plan involves approximately 265.3 acres of property;
41 (2) land assemblage will likely be required as the area covered by the Redevelopment
42 Plan contains nearly 700 parcels of land owned by nearly 500 individual property
43 owners; (3) the entire scope of the potential redevelopment projects is unknown at this
44 time; (4) the Redevelopment Plan was initiated by the City itself to facilitate
45 redevelopment in the area; and (5) there are nearly 500 different property owners in the
46 redevelopment area.

47
48 Section 2 – This Resolution shall be in full force and effect immediately upon
49 adoption.

50
51 Passed at meeting: _____

52
53
54 _____
55 Mayor

56
57 Attest: _____, City Clerk

58
59
60 Filed as Resolution _____

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

64
65
66 Approved for Council action: Jason A. Hage, Acting City Manager

EXPLANATION TO COUNCIL BILL 2022- 286

FILED: 11-22-22

ORIGINATING DEPARTMENT: Economic Vitality

PURPOSE: To declare the Redevelopment Plan for the Grant Avenue Parkway Redevelopment Area a Multi-project Redevelopment Plan as per the Workable Program in Chapter 40, Article II, Springfield City Code. (Staff recommends approval.)

BACKGROUND INFORMATION: The City Council adopted and codified the Workable Program in Chapter 40, Article II, Springfield City Code on March 26, 2018, by General Ordinance 6437. The Workable Program establishes a framework for the City of Springfield to evaluate and implement requests for real property tax abatement pursuant to Sections 99.300-99.715, RSMo, the Land Clearance for Redevelopment Authority ("LCRA") Law. It includes essential elements such as a but-for test, tax impact analysis, verification of blight within legacy blighted areas, and enhanced notification requirements.

The Workable Program allows the City Council to grant an exception to the but-for test and tax impact analysis if it declares by resolution a Redevelopment Plan to be a Multi-Project Redevelopment Plan. The purpose of this exception is to allow flexibility to ensure that tax abatement is available for future redevelopment of areas of the City which contain widespread evidence of blight, where an area-wide plan, as opposed to a project-specific plan, for redevelopment is necessary to remediate said blight.

The City Council shall consider the following factors when designating a Multi-Project Redevelopment Plan:

1. Size of the redevelopment area;
2. If land assemblage is required;
3. Whether the entire scope of the potential redevelopment project within the Redevelopment Area is known at the time of the application;
4. Whether the subject redevelopment plan was initiated by the City to facilitate redevelopment in the area; and
5. Whether there is multiple landowners of discrete parcels or properties within the redevelopment area.

REMARKS: The Redevelopment Plan for the Grant Avenue Parkway Redevelopment Area meets all five of the abovementioned factors as follows:

1. The Redevelopment Area encompasses approximately 265.3 acres.
2. The Redevelopment Area contains nearly 700 parcels which are owned by nearly 500 individual property owners. The average parcel is approximately 0.31 acres. Therefore, land assemblage will likely be necessary, particularly, to accommodate larger redevelopment projects.

3. The scope of the potential redevelopment projects is unknown. Staff anticipates several redevelopment projects, both large and small, will be spurred with the adoption of this Redevelopment Plan in conjunction with the Grant Avenue Parkway project.
4. This Redevelopment Plan was initiated by the City.
5. There are nearly 500 individual owners of real property inside the Redevelopment Area.

Staff recommends the Redevelopment plan for the Grant Avenue Parkway Redevelopment Area be declared a Multi-project Redevelopment Plan.

Submitted by:



Matt D. Schaefer, AICP
Senior City Planner

Recommended by:



Amanda Ohlensehlen, Director

Approved by:



Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 105
Filed: 11-22-22

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 287

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Rules and Regulations for the Comprehensive Housing
2 Assistance Program to include revisions necessary to match the
3 regulations of the United States Department of Housing and Urban
4 Development, to allow the Director of Planning and Development and
5 the Loan Committee certain flexibility when dealing with various
6 issues arising under the City's loan programs, to include the ability to
7 acquire existing occupied housing, and to allow for annual
8 adjustments to loan interest rate. (Planning staff and the Loan
9 Committee recommend approval.)
10 _____
11

12 WHEREAS, the existing Rules and Regulations for the Comprehensive Housing
13 Assistance Program ("CHAP") require revisions to match the United States Department
14 of Housing and Urban Development ("HUD") regulations that apply to housing
15 assistance programs; and
16

17 WHEREAS, the Director of Planning and Development and the Loan Committee
18 require certain flexibility when dealing with issues requiring prompt action, such as loan
19 defaults or to take advantage of unusual but opportune housing development situations,
20 and this flexibility is not currently provided for in the Rules and Regulations for the
21 CHAP; and
22

23 WHEREAS, revising the Rules and Regulations for the CHAP to include the
24 ability to acquire existing occupied housing would allow for expansion of the inventory of
25 affordable housing without the lengthy development delays associated with building or
26 rehabilitating; and
27

28 WHEREAS, revising the Rules and Regulations for the CHAP to allow for annual
29 adjustments to the loan interest rate, as opposed to the current set rate of five percent
30 (5%), would help the CHAP remain competitive with the financial market and promote
31 the City's loan program for future affordable housing development.
32

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

36 Section 1 – The City’s Rules and Regulations for the Comprehensive Housing
37 Assistance Program (“CHAP”) are revised as set forth in “Exhibit A” and as outlined and
38 summarized in “Exhibit C,” which are attached hereto and incorporated herein by this
39 reference, and the amended version of the Rules and Regulations for the CHAP,
40 attached hereto and incorporated by this reference as “Exhibit B,” is hereby adopted.
41

42 Section 2 – This Ordinance shall be in full force and effect from and after
43 passage.
44

45 Passed at meeting: _____
46

47 _____
48 Mayor
49

50 Attest: _____, City Clerk
51

52 Filed as Ordinance: _____
53

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

56
57 Approved for Council action: Jason A. Hage, City Manager
58

EXPLANATION TO COUNCIL BILL 2022- 287

FILED: 11-22-22

ORIGINATING DEPARTMENT: Planning and Development.

PURPOSE: To adopt an ordinance to amend and update the Rules and Regulations of the Comprehensive Housing Assistance Program as amended under City Ordinance 27331, to include necessary revisions to match the U.S. Department of Housing and Urban Development's ("HUD") regulations and allow the Director of Planning and Development and the Loan Committee certain flexibility when dealing with various issues under the City's Loan programs. (Staff and Loan Committee recommend approval.)

BACKGROUND INFORMATION: The City of Springfield's Comprehensive Housing Assistance Program ("CHAP") provides financing with loans to low- and moderate-income homeowners and rental property owners in the City's Revitalization Area.

In 2020, City Council amended the CHAP rules in order to respond to the declared emergencies such as the COVID-19 pandemic (City Ordinance 27331). This council bill will update the Rules and Regulations to clarify and update the policy to match HUD HOME and CDBG regulations that apply to housing assistance programs. It provides some flexibilities for the Loan Committee or the Department Director that may be required for prompt action when dealing with loan defaults or to take advantage when an unusual but opportune housing development situation arises. This adds the ability to pursue acquisition of existing occupied housing to expand the inventory of affordable housing without lengthy development delays that building or rehabilitating housing units requires. It modifies the established 5% loan interest rate to follow the Commercial Loan Program method of adjusting the rate annually to remain competitive with the financial market which will promote the City's loan program for future affordable housing development.

Attached is the current CHAP regulation showing the changes ("Exhibit A"); a proposed final version ("Exhibit B"), and an Outline by chapter of the changes being proposed ("Exhibit C").

REMARKS: The amendments provide the needed flexibility for the loan program, conform with HUD's regulatory guidance, and provides clarification of the Loan Committee and the Director's authority in various situations. Staff and Loan Committee recommends approval.

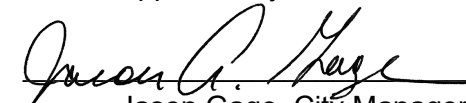
Submitted by:


Bob Jones, Grants Administrator

Recommended by:


Susan Istenes, Director

Approved by:


Jason Gage, City Manager

AUTHORIZED BY
SPRINGFIELD CITY COUNCIL

**RULES AND REGULATIONS
FOR THE
COMPREHENSIVE HOUSING
ASSISTANCE PROGRAM**



DEPARTMENT OF PLANNING AND DEVELOPMENT
SPRINGFIELD, MISSOURI
AMENDED AND ADOPTED May 31, 2022

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OVERVIEW

The City of Springfield receives grants from the U.S. Department of Housing and Urban Development (HUD) that can be used for housing-assistance programs. The Comprehensive Housing Assistance program is intended to provide basic housing services to homeowners and rental property owners in the City's designated Revitalization Area. The goal is to maintain or increase the availability of decent, safe, sanitary, and affordable rental housing and maintain or increase homeownership. CHAP is designed to support those goals and enable neighborhood stability through support for both for-profit and non-profit developers in housing programs for low-to-moderate income residents.

Therefore, in order for the City to deal effectively with these types of situations, the City must either gain control of the property or offer incentives to attract investors to acquire the property for rehabilitation or redevelopment and repair the property, either for sale to homeowners or for retention as rental properties. Under either of these alternatives, the City must assure the properties provide affordable housing.

There are other instances where the City may need to provide assistance to properties where immediate health and safety dangers are present. This is a critical issue when elderly or children are present. A key goal of this program is to provide for safe, decent and sanitary housing. In situations where the immediate health and safety of the occupants is compromised, the City may use components of this program to remedy the situation.

Program Goals

All financing and planning assistance through the Comprehensive Housing Assistance Program must further the following goals:

- Help low-to-moderate income persons achieve safe, decent, affordable housing.
- Help revitalize neighborhoods by eliminating blighting conditions.

In order to further support these goals, it will be a priority of the program to:

- Increase energy efficiency of housing units by using energy conservation products and systems, and
- Reduce maintenance burden by using low maintenance products.

~~The Comprehensive Housing Assistance Program~~ CHAP consists of the following components:

1. The rehabilitation of owner-occupied property.
2. The rehabilitation of renter occupied property.

3. The rehabilitation, reconstruction or new construction of property for the purpose of providing affordable housing.
4. The Acquisition/Rehabilitation/and Disposition of vacant residential property.
5. The Acquisition of residential property to create or maintain long-term affordability.
6. Down Payment/Closing Cost Assistance for first time homebuyers.
7. Provide necessary housing Counseling Services.
8. Use HUD approved financing mechanisms for the provision of affordable housing.
9. Minor and emergency home repair of owner-occupied property.

CHAP shall apply to all properties located within the approved Revitalization Area, as described in the current HUD-approved, 5-Year Consolidated Plan.

The City may employ or partner with both for-profit and not-for-profit affordable housing developers to implement these components and achieve the goals of this program. The effective utilization of these Comprehensive Housing Assistance Program components will better enable the City to meet its goals and objectives under the Consolidated Plan on file with HUD.

CHAPTER 1

DEFINITIONS

The following definitions shall apply when used in context with ~~the Comprehensive Housing Assistance Program~~: CHAP:

AFFORDABLE HOUSING means generally that total monthly housing costs do not exceed 30% of the gross monthly household income.

APPLICANT means a natural person or persons desiring to obtain a housing loan and so signifying by furnishing appropriate information and signing appropriate documents.

APPROVED CONTRACTOR LIST means a listing of housing construction contractors recognized by ~~the Comprehensive Housing Assistance Program~~ CHAP who meet general performance standards and who are licensed by the City.

ARBITRATION means a hearing and determination of a case in controversy by a person chosen by the parties or under statutory authority.

BALLOON PAYMENT means repayment in full of the balance due on a loan at a specified date prior to full amortization of the loan. The payment schedule may be different from that of a conventional loan.

CITY means the City of Springfield, a Municipal Corporation of the State of Missouri.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) means that program authorized by the Housing and Community Development Act of 1974, as amended.

COMMUNITY DEVELOPMENT CORPORATION (CDC) means a Not-For-Profit Organization that is incorporated to provide programs, offer services, and engage in other activities that promote and support community development. CDCs usually serve a geographic location such as a neighborhood or a town. They often focus on serving lower-income residents or struggling neighborhoods. They can be involved in a variety of activities including economic development, education, community organizing, and real-estate development. These organizations are often associated with the development of affordable housing.

COST-EFFECTIVE ENERGY CONSERVATION STANDARDS means minimum requirements or measures necessary to effectively reduce heat loss and prevent air infiltration thus reducing energy consumption.

DAVIS-BACON ACT is the federal legislation requiring prevailing wages to be paid for the work performed under certain federally funded construction projects, including rental residential property of eight or more units if funded by CDBG funds and 12 or more units if funded by HOME funds. . (see PREVAILING WAGE)

EXTREMELY LOW INCOME means families and individuals who have annual household

incomes that do not exceed 30% of the median household income by family size for the City as determined by HUD. See LOW INCOME, VERY-LOW INCOME, and LOW-MODERATE INCOME definitions.

FAIR MARKET RENTS mean those maximum gross monthly rents published by HUD annually for the

~~Section 8 Housing Assistance Program;~~ Housing Choice Voucher Housing Assistance Program, by number of bedrooms.

FEDERAL PROPERTY-USE RESTRICTIONS AND AGREEMENT FOR AFFIRMATIVE MARKETING AND HUD PROGRAM COMPLIANCE means a recorded document binding the owner(s) of rehabilitated, rental-residential property to certain compliance requirements and other provisions, including guidelines for nondiscrimination, and advertising of vacancies under the HOME Program.

FIRST TIME HOMEBUYER means a family or individual who meets the HUD definition of a first-time home buyer.

HISTORIC PRESERVATION REVIEW means federal and state requirements for assessing the impact of proposed rehabilitation projects on the architecture of historically-significant buildings.

HOME PROGRAM means the housing program authorized by the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, also known as the HOME Investment Partnerships Program.

HOME RENT LIMITS means the HUD HIGH and LOW HOME rent limits established by HUD annually that are in effect at the time the project is funded (See 24 CFR 92.252).

HOUSING QUALITY STANDARDS means minimum housing standards approved by the City for the program.

HUD means the Department of Housing and Urban Development

INTEREST RATE means annual percentage rate applied to the principal balance each month.

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY (LCRA) means that political subdivision headed by a citizen board of directors charged with the responsibility of providing technical assistance to the Loan Committee.

LOAN COMMITTEE means senior staff personnel assigned by the Director of Planning and Development and the Director of Economic Vitality to review and evaluate all oan applications for which the CHAP regulations apply . The Committee is provided legal counsel by an Assistant City Attorney.

LOW INCOME means families and individuals who have annual household incomes that do not exceed 80% of the median household income by family size for the City as determined by HUD. See EXTREMELY LOW INCOME, VERY-LOW INCOME, and LOW-MODERATE INCOME definitions.

LOW-MODERATE INCOME means families and individuals who have annual household incomes that are between 50% but do not exceed 80% of the area median household income by family size for the City as determined by HUD. See LOW INCOME, VERY-LOW INCOME, and EXTREMELY LOW-MODERATE INCOME definitions.

MAXIMUM SUBSIDY LIMIT means the maximum HOME funds that may be expended on a dwelling according to number of bedrooms as determined by HUD.

MEDIAN FAMILY INCOME FOR SPRINGFIELD means the median annual gross income for a family of four (4) persons as determined by HUD.

MEDIAN HOUSEHOLD INCOME means the median annual gross household income by family size for the City as determined by HUD.

MIDDLE INCOME means households whose incomes exceed 80 percent of area median income but do not exceed 120 percent of area median income,

MINIMUM HOUSING STANDARDS means the City Minimum Housing Code and may include any applicable sections of the City Building Code, Electrical Code, Fire Prevention Code, Plumbing Code and Mechanical Code when the scope of work for the respective property requires their application.

NOT FOR PROFIT ORGANIZATION means an IRS-qualified, 501(c)(3) agency organized under the laws of the State of Missouri and recognized by the City as eligible to carry out housing programs under CHAP..

NEIGHBORHOOD STABILIZATION PROGRAM (NSP) means the program of emergency assistance for redevelopment of abandoned and foreclosed homes authorized by the Housing and Economic Recovery Act of 2008, as amended.

OWNER-OCCUPIED PROPERTY means a single-family home or a duplex the owner: occupies more than 75% of the year; maintains the address on their Missouri driver's license or other State of Missouri identification; and files taxes using this property address; maintains the utilities in their or their spouse's name. Exceptions to these restrictions may be considered by the Loan Committee with alternate information that is acceptable to the Loan Committee..

PARTICIPATING JURISDICTION (PJ) means the entitlement City authorized by HUD to administer the HOME program.

PHA means the Housing Authority of Springfield a.k.a. Public Housing Authority

PREVAILING WAGE REQUIREMENTS means the minimum wage, reporting and certification provisions of the Davis-Bacon Act (See DAVIS-BACON ACT)

PRO-FORMA means a cash-flow analysis demonstrating project financial feasibility.

PROGRAM means the Comprehensive Housing Assistance Program (CHAP).

PROGRAM ADMINISTRATOR means the Planning and Development Department Grants Administrator assigned to daily oversee CHAP or, when absent, the Planning and Development Department Director or Assistant Director.

PROJECT AREA means properties located within the approved Revitalization Area authorized under the Community Development Program by the Springfield City Council

PROJECT SPECIALIST means the staff person assigned to a housing construction project by the Program Administrator.

PROPERTY REHABILITATION means the upgrading of residential property to meet Minimum Housing Standards for the Program.

PUBLIC OFFICIAL means any elected or appointed official of the City of Springfield, Missouri, or any person employed, either directly or indirectly, by the City of Springfield.

RECONSTRUCTION means the rebuilding of housing, on the same lot, that either replaces housing standing on a site at the time of project commitment, or if that housing was destroyed, the replacement housing may be rebuilt on the same lot if HOME funds are committed within 12 months of the date of destruction. The number of housing units on the lot may not be decreased or increased as part of a reconstruction project, but the number of rooms per unit may be increased or decreased. Reconstruction also includes replacing an existing substandard unit of manufactured housing with a new or a standard unit of manufactured housing. Reconstruction is rehabilitation for purposes of this part.

RENT CONTROLS mean the maximum rents that a property owner may charge, based on number of bedrooms, for properties with HOME funds as determined by HUD.

RENTAL PROPERTY means a tract of land with improvements occupied by a tenant or tenants that are used principally for residential purposes.

RENT REGULATORY AGREEMENT means a recorded document binding the owner(s) of rental property constructed or rehabilitated under this program to keep rents below certain ceilings and to certain other covenants relevant to the housing needs of low to moderate income persons.

REVITALIZATION AREA means the portion of the City that is identified in the current 5-Year Consolidated Plan in effect at the time of the loan application.

REVOLVING LOAN FUND means that fund in which principal and interest payments are deposited from prior loans and which may be re-loaned for eligible projects under the program.

SUBRECIPIENT means a public agency or non-profit organization selected by the City to administer certain portions of the program.

TENANT ASSISTANCE POLICY means a written document approved by City Council describing the assistance to be provided to tenants, both advisory and financial, who are displaced either temporarily or permanently by rehabilitation or construction projects.

UNIFORM PHYSICAL CONDITION STANDARDS (UPCS) means uniform national standards established by HUD pursuant to 24 CFR 5.703 for housing that is decent, safe, sanitary, and in good repair. Standards are established for inspectable items for site, building exterior, building systems, dwelling units, and common areas.

UNIFORM RELOCATION ACT means the Uniform Relocation and Real Properties Acquisition Policies Act of 1970 (P.L. 91-646) as amended.

VACANT RESIDENTIAL PROPERTY means residentially zoned real property that has been uninhabited for a period of one year and which may be burdened with delinquent property taxes, liens and other assessments.

VERY LOW INCOME means a family or individual who has an annual gross household income that does not exceed 50% of the median household income by family size for the City as determined by HUD.

See LOW INCOME, EXTREMELY LOW INCOME, and LOW-MODERATE INCOME definitions.

CHAPTER 2

ELIGIBILITY REQUIREMENTS

This Chapter sets forth basic eligibility requirements for property owners and real property to be assisted under this Program.

A. OWNER-OCCUPIED LOANS

An owner-occupied loan may be made only for residential property located within the approved revitalization area authorized by City Council. The property must meet the Minimum Housing Standards established for the Program. The rehabilitation project must be determined to be economically feasible by the Loan Committee.

In order to be eligible for a housing loan, the applicant must be the owner of record and occupy the property to be assisted containing no more than two (2) dwelling units. The applicant must have a combined gross annual household income that does not exceed 80% of the median for the City by household size. The applicant must have an acceptable credit rating and have the financial means to repay a housing loan in addition to maintaining the property and meeting monthly housing expenses. Since housing loans are intended to assist owner-occupants who have no other financial means to improve their property, housing loans will not be normally considered for homeowners who have substantial liquid assets to finance the needed repairs.

Occupancy Exceptions: Special exceptions to the requirement that the owner of record occupy the property prior to application may be granted by the Loan Committee for purposes of furthering the City's housing policy and in fulfilling the objectives of neighborhood plans. Situations for granting special exceptions may include the following:

- The owner has lived in the property previously and the owner or the owner's legal heirs agree to the owner-occupancy requirements immediately after rehabilitation is completed; or
- The property is uninhabitable at the time of application and the owner or owners agree to the owner-occupancy requirements immediately after rehabilitation is completed; or
- The property owner of record is a qualified, nonprofit corporation in the business of providing decent and affordable housing; the property will be rehabilitated by the corporation; and it is agreed that the property will be sold, after completion of rehabilitation, to a buyer who qualifies on the basis of income and agrees to the owner-occupancy requirements.

Loan terms shall be at the Loan Committee's discretion so long as they otherwise meet the requirements of this Chapter. Granting exceptions is solely the responsibility of the Loan Committee and not subject to the provisions of appeal that are described in Chapter 7.

Housing loans for owner-occupied properties shall be made on the following basis with respect to that portion of the loan that will be amortized and that portion which will be deferred with no interest.

Annual Gross Household Income	% of Loan Deferred at 0% Interest	% of Loan Amortized at 5% Interest
50% or less of median by household size	100%	0
Greater than 50% but less than 60% median by household size	75%	25%
Greater than 60% but less than 70% of median by household size	50%	50%
Greater than 70% but less than 80% of median by household size	25%	75%
Greater than 80% of median by household size	Not Eligible	

B. RENTAL PROPERTY LOANS

A rental housing loan shall be made only with respect to rental property located within the approved revitalization area authorized by City Council. Loans can be made for rehabilitation of existing housing stock or construction of new housing. The property that needs repair must be repaired according to the Minimum Housing Standards. The rehabilitation work to be performed must be economically feasible.

In order to be considered for a rental housing loan, the owner must be financially solvent, have a good credit rating and agree to have the property appraised to determine value after rehabilitation. The applicant must submit a pro-forma for review and evaluation by the Loan Committee to determine if the project is financially feasible.

The use of City of Springfield funds may be used to leverage other public and private funds for a rental housing project.

The maximum amount of CDBG Funds that may be used for a rental housing loan shall be determined by the Loan Committee on a case-by-case basis. The project pro-forma and the Loan Officer's recommendations shall

be used to guide the committee in committing funds. The Committee shall also be guided by programmatic restrictions when committing CDBG funds to a project.

The maximum amount of HOME funds that may be committed to a project shall be determined by the Loan Committee based upon the project pro-forma, but in no event shall the HOME per unit subsidy exceed the maximum amount set by HUD based on the number of bedrooms.

C. ACQUISITION/REHABILITATION/ DISPOSITION OF VACANT RESIDENTIAL PROPERTY

A property selected under this activity must be located within the revitalization area authorized by City Council. The selection of vacant residential properties to be acquired and rehabilitated by the City will be the responsibility of the Loan Committee with the approval of the Director of Planning and Development.

Vacant residential properties will be appraised and acquired in accordance with the provisions of the Uniform Relocation and Real Properties Acquisition Policies Act of 1970 (P.L. 91-646), as amended and in accordance with all other HUD regulations, unless the City purchases the property at a sale for taxes or sale of the property based upon a lien by the City under the Dangerous Building Code or nuisance law of the City. Following acquisition of the property, the City shall prepare a rehabilitation plan and solicit bids from contractors to perform the required work. Concurrent with or ~~u~~Upon completion of the rehabilitation, the City will proceed to solicit offers to purchase the property, preferably from first time homebuyers or affordable rental providers. Care must be taken to ensure that if HOME or CDBG funds were used or the affordability period has not been completed, that the property will be placed in service again within a time frame that satisfies Loan Committee and any applicable HUD regulations. The City may dispose of the property by a Lease Purchase Agreement. The property may be sold for rental housing if efforts to market it for homeownership fail. The City may also ~~transfer~~ dispose of or sell the property to a neighborhood not-for-profit organization or a qualified nonprofit corporation in the business of providing decent and affordable housing.

D. ACQUISITION/DEMOLITION OF VACANT RESIDENTIAL PROPERTY

A property selected under this activity must be located within the approved revitalization area as authorized by City Council. The selective acquisition of vacant residential properties for demolition shall be based upon the fact the property is not feasible for rehabilitation and is a detriment to the neighborhood. Vacant residentially zoned lots or parcels may also be acquired for the development of affordable housing to meet goals and objectives of the City's Consolidated Plan. Vacant residential lots shall be acquired only where residential development is impracticable as a result of City liens, assessments, or any combination of other factors, which make private residential development economically unlikely or impractical. In the event liens imposed by the City on the property exceed the appraised value, then the City may elect to accept the property subject to such liens to facilitate the transfer of the property to the City by the property owner for housing development under this part. All properties considered will be acquired voluntarily based upon an appraisal by a certified appraiser under the provisions of the Uniform Relocation Act, unless the City purchases the property at a sale for taxes or sale of the property based upon a lien by the City under the Dangerous Building Code or nuisance law of the City.

All vacant residential properties selected by the Loan Committee must be approved by the

Director of Planning and Development.

Following acquisition and demolition of the property, the City will proceed to dispose of the vacant land for residential redevelopment in compliance with HUD regulations.

E. ACQUISITION OF OCCUPIED RENTAL RESIDENTIAL PROPERTY

A property selected under this activity must be located within the approved Revitalization Area or separately authorized by City Council. The selective acquisition of occupied residential properties shall be based upon the fact the property is considered to be a financially viable and affordable rental property with little or no rehabilitation necessary. Factors affecting the decision to acquire such property include location to amenities for low-income residents such as transportation, size of units, and access to recreation or shopping or community or health facilities. Additionally, consideration must be given to the requirements of the Uniform Relocation Act with proper notification and support to current tenants.

All properties will be acquired voluntarily based upon an appraisal by a certified appraiser under the provisions of the Uniform Relocation Act, unless the City purchases the property at a sale for taxes or sale of the property based upon a lien by the City under the Dangerous Building Code or nuisance law of the City for which an appraisal is not required.

F. DOWNPAYMENT/CLOSING COSTS ASSISTANCE FOR THE FIRST TIME HOMEBUYERS

This loan activity may be administered by the City or assigned to an eligible Neighborhood-Based, Non-Profit Organization by Sub-Grant Agreement. The Loan Committee shall develop policies and procedures which shall be governed by the following basic eligibility criteria:

To be eligible for this project, a family or individual must be a first-time homebuyer, as defined by HUD, and must be determined to be low income. The applicant must demonstrate that his or her annual gross household income is not greater than the amount from the applicable HUD income schedules published for the City of Springfield as adjusted by family size. The applicant must be prequalified by a recognized lending institution.

The applicant may apply for assistance for a newly constructed home or for an existing home. An existing home assisted under this project must be determined to meet Housing Quality Standards or provide assurance that the home will be repaired to meet ~~Housing Quality Standards~~ the required standards.

The following assistance may be provided:

- Loans may be in an amount up to 10% of the purchase price.
- Purchase price limits shall adhere to HUD limits.
- Loans may pay all reasonable closing costs and pre-paid expenses in accordance with the limits for the funding source.
- Maximum assistance per property shall not exceed the limits set by HUD. The Loan Committee may establish lesser limits than HUD limits as necessary.

- The minimum assistance per property transaction will be \$1,000.
-

The loan made on the property shall be secured by a Deed of Trust in favor of the Neighborhood Organization/CDC administering the program or City of Springfield. The loan may bear interest at the rate approved by the Loan Committee or be a deferred no-interest loan.

The City of Springfield program shall adhere to the requirements in Chapter 3, Paragraph A(5)

G. HOUSING COUNSELING SERVICES

Owner-occupants, first-time homebuyers, and tenants of assisted properties, or properties to be assisted may be eligible for HUD-approved housing counseling services.

Counseling service will be provided by the City, or its designated Agent, to those persons who are having difficulty with financial management and credit problems. In some cases, counseling may be needed for first time homeowners to assist them in coping with the problems associated with property ownership.

H. HUD APPROVED FINANCING MECHANISMS

Assistance provided through this activity would promote blight clearance, maintenance/rehabilitation of affordable housing or production of affordable housing. This activity may utilize any of the HUD approved financing mechanisms.

I. MINOR AND EMERGENCY HOME REPAIR LOANS

An owner-occupied minor or emergency home repair loan may be made only for residential property located within the approved ~~Revitalization~~ Area authorized by City Council. The home repairs are limited to those which ~~pose an imminent threat to~~ will improve the habitability and promote housing stability for the home and/or inhabitants. These repairs are intended to stabilize the home, reduce or prevent damage from weather or infestation, and where possible increase energy efficiency. These repairs are also intended to increase the security and/or safety of the home's inhabitants. Lastly, minor repairs can be targeted to reduce individual property blight and improve the immediate neighborhood surrounding the home.

The minor and emergency home repair projects will have a limited scope of work. The nature of this program is to abate or stabilize conditions that affect the habitability and stability of ~~the imminent threat to~~ the property or to prevent further damage. Such action may leave additional work for the homeowner or other service programs to share in the effort.

In order to be eligible for a minor or emergency home repair loan, the applicant must be the owner of record as defined by HUD and occupy the property to be assisted containing no more than one (1) dwelling unit. The applicant must have a combined gross annual household income that does not exceed 80% of the median for the City by household size. Loan committee, with the approval of the Department Director, is authorized to establish a minimum ownership period prior to approving a loan for repairs.

Occupancy Exceptions: Special exceptions to the requirement that the owner of record occupy the property prior to application may be granted by the Loan Committee for purposes of furthering the City's housing policy and in fulfilling the objectives of neighborhood plans. Situations for granting special exceptions may include the following:

- The owner has lived in the property previously and the owner or the owner's legal heirs agree to the owner-occupancy requirements immediately after rehabilitation is completed; or
- The property is uninhabitable at the time of application and the owner or owners agree to the owner-occupancy requirements immediately after rehabilitation is completed; or
- The property owner of record is a qualified, nonprofit corporation in the business of providing decent and affordable housing; the property will be rehabilitated by the corporation; and it is agreed that the property will be sold, after completion of rehabilitation, to a buyer who qualifies on the basis of income and agrees to the owner-occupancy requirements.

The following program requirements will govern this program:

- The financial assistance shall be in the form of a loan, which must be repaid when the recipient ceases to be an owner-occupant ~~of the property~~ or ownership is transferred to another party.
- Maximum loan funding shall not exceed \$15,000 unless prior approval is granted by the Loan Committee. Granting exceptions is solely the responsibility of the Loan Committee and not subject to the provisions of appeal that are described in Chapter 7.
- No interest for the loan will accrue nor will be charged for the life of the loan.
- No Loan payments may be required for this loan.
- The property, under the same ownership, must not have received this service/loan in the past.
- The Director of the Planning and Development Department is authorized, upon recommendation of the Loan Committee, to write off a debtor's liability for the portion of indebtedness which is in excess of the property's fair market value when the property is sold subject to the net proceeds of the sale even if that is 0. Net proceeds will be defined in similar manner to the HOME regulation 24 CFR 92.254 as the sales price minus superior loan repayment and any customary and reasonable closing costs.

The Loan Committee, upon approval of the Director of Planning and Development, may adopt additional program eligibility requirements or guidelines for this program.

CHAPTER 3

FUNDING LIMITATIONS AND PROGRAM REQUIREMENTS

This Chapter sets forth the maximum loan amounts and other basic requirements under the Program for each activity.

A. MAXIMUM LOAN AMOUNT BY ACTIVITY:

1. Owner-Occupied Housing Loans

The Loan Committee shall be responsible for setting the maximum loan amount per project. Generally, the maximum loan amount shall be that amount when added to the existing indebtedness which does not exceed the estimated value of the property. In setting the maximum loan amount, the Committee will consider the condition of the property, the need for rehabilitation assistance, the presence of children or elderly, the health and safety of the occupants, the presence of unsafe conditions, and the credit rating of the applicants. No amount may exceed the applicable HUD limit. For Minor and Emergency Repair loans no equity analysis or appraisal is required due to the emergency nature of the work and the minimal City investment.

2. Rental Loans (HOME or CDBG)

The Loan Committee shall be responsible for setting the loan terms and the maximum loan amount for a HOME or CDBG Assisted rental project. In setting the maximum loan amount, the Committee must consider the following HUD criteria:

- a. HUD establishes a maximum per unit HOME subsidy by number of bedrooms.
- b. For projects with 5 or more HOME-assisted units, at least 20% of the HOME-assisted units must be occupied by very-low-income households whose income is 50% of the median household income or less. These units must comply with this limit for the affordability period.
- a
- c. Further, HUD rules require that 90% of the HOME funds be used for rental housing to assist tenants that are 60% or less of median and 20% of the HOME assisted rental units must be for tenants with incomes at 50% of the median.

3. Acquisition/Rehabilitation/ Disposition of Vacant Residential Property

Vacant residential properties will be appraised and acquired in accordance with the provisions of the Uniform Relocation and Real Properties Acquisition Policies Act of 1970 (P.L. 91-646), - as

amended and in accordance with all other HUD regulations, unless the City purchases the property at a sale for taxes or sale of the property based upon a lien by the City under the Dangerous Building Code or nuisance law of the City for which an appraisal is not required. The acquisition price shall not exceed the fair market value as determined by the Loan Committee, based upon the appraisal report for the property.

The amount for rehabilitation of the acquired property shall be based upon the lowest responsible and responsive bid from a qualified contractor to perform the work set forth in the rehabilitation plan for the property. Owner/contractors shall provide suitable cost data based on bids or quotes and estimates for review by the Project Specialist and approved by the Loan Officer and Loan Committee.

The Loan Committee shall determine the value of the property to be disposed of by virtue of the cost of acquisition, the cost of rehabilitation and other related costs based upon staff evaluation of the property. Loan Committee may take into account the condition of the property being disposed as well as the intended future use and value to the community when establishing the disposition sales price, if any.

4. Acquisition/Demolition of Vacant Residential Property

Vacant residential properties will be appraised and acquired in accordance with the provisions of the Uniform Relocation and Real Properties Acquisition Policies Act of 1970 (P.L. 91-646), as amended and in accordance with all other HUD regulations, unless the City purchases the property at a sale for taxes or sale of the property based upon a lien by the City under the Dangerous Building Code or nuisance law of the City. The acquisition price shall not exceed the fair market value as determined by the Loan Committee, based upon the appraisal report for the property.

The amount allocated for the demolition of the acquired property shall be based upon the lowest responsible and responsive bid for demolition from qualified demolition contractors.

The Loan Committee shall determine the value of the property to be disposed of by and acceptable appraisal of the vacant residential property.

If the property qualifies as Low-income housing, Loan Committee shall consider the HUD requirement for one-to-one replacement for demolition projects, as applicable

5. Down Payment/Closing Costs Assistance Loans

The maximum amount of a loan for down payment/closing cost assistance shall not exceed the limits set by HUD. Assistance may be used for the down payment, in addition to all reasonable closing costs on the property, the sum of which shall not exceed the maximum limits set by HUD.

The applicant shall be responsible for any additional required down payment and any amount over and above the maximum limits set by HUD.

6. Housing Counseling Services

The Loan Committee shall establish the maximum amount a family or individual may receive for housing counseling services on a case-by-case basis. The amount allocated for such services shall be reasonable and proper to accomplish the goals of the Program.

7. HUD Approved Financing Mechanisms

The Loan Committee shall establish type and terms of assistance subject to HUD regulations.

The amount allocated for such assistance shall be reasonable and proper to accomplish the goals of the program.

8. Miscellaneous

Miscellaneous income loan proceeds derived from the Section 301 Rental Rehabilitation and Housing Development Grant programs, now called the Loan Program Reserve Fund, shall be used exclusively for HUD approved activities as determined by the Loan Committee.

B. OTHER PROGRAM REQUIREMENTS

1. Loan Interest Rate

All loans which are to be amortized shall be a fixed rate established annually, or more often if necessary, by the Loan Committee. CHAP loans shall use the City's Commercial Loan Program interest rate that is in effect at the time of loan application not to exceed 5%. This will allow the interest rate to be competitive with local lending.

2. Loan Terms

The Loan Committee shall have the discretion of negotiating the terms of an amortized loan with the applicant. The maximum amortization period shall be 20 years. Loan Committee may consider longer amortization periods with the approval of the Director of Planning and Development. If an otherwise worthwhile project is marginally feasible, the Committee may structure a loan term with a balloon payment or deferred loan.

3. Special Loan Provisions for Approved Neighborhood Non-Profit Organizations For approved neighborhood non-profit organizations providing, constructing and/or rehabilitating affordable housing, the loan for acquisition or rehabilitation of property may be provided at zero percent (0%) interest, (with deferred payments) due upon sale of the property, or such time that the property no longer provides affordable housing. The Loan Committee may provide subsidies to these organizations, to ensure HUD affordability requirements are met. The Loan Committee upon approval of the Director of Planning and Development will adopt guidelines and approve neighborhood non-profit organizations that are eligible for this provision.

4. Owner Equity and Loan Security

There must be sufficient owner equity in a property to be assisted under this Program as determined by the Loan Committee. Fee and staff appraisers will be used by the Loan Committee to determine loan feasibility. All loans shall be secured by Deeds of Trust and Promissory Notes.

5. Loan Payoff

When a property assisted under this Program is sold or transferred, or ceases to be used for the purpose set forth under the loan terms and conditions, the full amount of the loan balance shall be paid to the City at the time of closing or transfer.

6. Use of Loan Proceeds

Loan proceeds must be used only to pay for the costs associated in carrying out the construction work on the property in accordance with the construction plan. The Program Administrator; however, may allow change orders to the original plan when justified and verified by City staff. Changes to the original loan amount shall be approved by the Loan Committee.

7. Completion of Construction Work

The applicant must assure and agree that the construction work approved for the project will

be completed promptly.

8. Cancellation of Loan

All loan proceeds must be returned to the City with no right, interest, or claim by the applicant if the loan is canceled before the construction work has commenced.

9. Ineligible Contractors

The applicant shall not knowingly award any contract for construction work assisted under this Program, in whole or in part, to any contractor who is ineligible under the provisions of any applicable regulations issued by the Secretary of Labor or who is on the contractor debarred list of the Loan Committee.

10. Inspections and Contract Compliance

The applicant consents to allow City staff to inspect the property and to determine contract compliance during construction work and at the completion of the project. The appropriate compliance documents will be recorded to ensure the HUD requirements are met for any required extended compliance.

11. Records

The applicant must keep such records as may be required with respect to the construction work.

12. Reporting of Gross Household Income

The applicant shall submit verification of total household income and liquid assets. Household income shall be reported from all sources; however, the Loan Committee may allow certain exclusions from gross household income based upon federal guidelines.

13. Loan Assumption and Subordination

Loans are generally not assumable except in special cases where the assumption would be in the best interest of the City and approved by the Loan Committee. In instances when loan assumption or subordination is requested by the borrower, a \$200 fee shall be charged to cover the costs of processing. In order to avoid financial hardship, the Loan Committee may waive the processing fee to low-income individuals and families.

CHAPTER 4

TERMS AND CONDITIONS UNDER WHICH LOANS AND OTHER FINANCIAL ASSISTANCE WILL BE PROVIDED

This Chapter describes the basic terms and conditions with respect to financial assistance provided under the Program.

A. GENERAL CONDITIONS

1. Owner-Occupied Housing Loans

The applicant must provide to the City basic information to determine eligibility for assistance. The owner will be required to provide proof of ownership and evidence to support annual household income. The owner must have an acceptable credit rating and be current with existing mortgage payments and taxes.

Based upon income information provided and verified, the City will determine that portion of the construction costs that will be amortized and that portion that will be a deferred, no-interest loan. The applicant agrees to conform to all Program requirements and sign Promissory Note and Deeds of Trust. The loan documents will specify the conditions under which a loan must be repaid and the term of the loan.

2. Rental Housing Loans

Housing loans will require the applicable interest rate and the loan term generally shall not exceed 20 years, unless the Loan Committee determines that a longer term would be in the best interest of the City. The Loan Committee may approve a deferred loan on the property if necessary. The applicant must submit a pro-forma for the project and agree to submit data to support a good credit rating.

The applicant must agree to sign a Promissory Note and execute the appropriate Deed or Deeds of Trust with the City. The applicant must also sign a Rent Regulatory Agreement with the City. By signing the appropriate loan documents, the applicant shall agree to conform to all Program requirements and conditions.

An owner of rental property assisted with HUD Rental Housing Loan Funds may by special permission of the Loan Committee enter into a Lease Purchase Agreement with an income-qualified tenant. The Loan Committee shall approve of the terms and conditions of the Lease Purchase Agreement and approve of the tenant selected under this arrangement.

3. Rental Rehabilitation and New Construction (HOME funds)

This activity will require the applicant and City to coordinate the project closely in order to determine project feasibility in view of HUD regulations on rent controls and the rent affordability of the units assisted.

The City must ensure that all units assisted under this activity shall meet the applicable HUD HIGH or LOW HOME rents. Further, 90% of all HOME-assisted dwelling units must be occupied by households with incomes not to exceed 60% of the median family income at the time of occupancy or when funds are invested, whichever is later. Subsequent occupants after the first occupancy must be Low-income households for the duration of the required affordability period. For projects with 5 or more HOME-assisted units, at least 20% of the HOME-assisted units must be occupied by very-low-income households whose income is 50% of the median household income or less. These units must comply with this limit for the affordability period.

In order to make a rental project assisted with HOME funds feasible due to rent controls and other program requirements, the following options must be considered by the applicant and the City:

- a. Either heavy loan subsidies must be provided to the owner or reasonable assurance provided the PHA will provide Section 8 Certificates or Vouchers for tenants of the project.
- b. The City may defer all or part of the loan to provide long term affordability.

Owners of properties assisted with HOME funds must certify to the City on an annual basis the rents and income of the lower income tenants for the period of affordability set for the project. Applicants must sign a ~~Rent Regulatory/Control~~ and Marketing Compliance Agreement ~~as well as an Affirmative Marketing Agreement~~.

In conjunction with rental housing construction activities assisted under HOME, the City may acquire or finance the acquisition of real property containing substandard housing units. HOME acquired properties may be publicly or privately owned and/or managed.

For those projects where HOME funds are used in combination with CDBG funds, the HOME program rules shall apply.

4. Acquisition/Rehabilitation, Disposition of Vacant Residential Properties

Vacant residential properties will be appraised and acquired in accordance with the provisions of the Uniform Relocation and Real Properties Acquisition Policies Act of 1970 (P.L. 91-646), as amended and in accordance with all other HUD regulations, unless the City purchases the property at a sale for taxes or sale of the property based upon a lien by the City under the Dangerous Building Code or nuisance law of the City for which an appraisal is not required.

Property acquired must be evaluated on the following criteria:

- a. Need to acquire the property to meet objectives of the Program and its impact on the neighborhood.
- b. Feasibility of repair of the vacant property.
- c. Market for resale, preferably to owner-occupant.

Property acquired and rehabilitated by the City will be publicly advertised to invite proposals

for purchase. The City will agree to pass on the rehabilitation costs on the same basis as for housing loans described in Chapter 2. The buyer of the acquired property will be expected to make arrangements at a local lending institution for the purchase from the City with the City taking a second mortgage on the property.

5. Acquisition/Demolition of Vacant Residential Property

Vacant residential properties will be appraised and acquired in accordance with the provisions of the Uniform Relocation and Real Properties Acquisition Policies Act of 1970 (P.L. 91-646), as amended and in accordance with all other HUD regulations, unless the City purchases the property at a sale for taxes or sale of the property based upon a lien by the City under the Dangerous Building Code or nuisance law of the City. The property to be acquired must be selected on the basis of its impact on the neighborhood and ~~market~~ re-use plans for the vacant land. These acquisitions assume that the property owner (seller) agrees to the Fair Market Price established under the URA policies.

Loan Committee shall evaluate:

- a. The financial feasibility of the project.
- b. Impact on affordable housing inventory.
- c. Relationship to current Goals and Objectives.
- d. Environmental issues, if any.
- e. Whether the seller is a willing seller under the URA.

Following demolition of the property, the City will solicit proposals for redevelopment. If the owner of the vacant and dilapidated property desires to retain ownership of the land and redevelop, the City will acquire structure only and demolish. The Loan Committee may determine the project best be served by providing a loan on the demolition costs at the amortized interest rate.

6. Acquisition of Occupied Residential Property.

Residential properties will be appraised and acquired in accordance with the provisions of the Uniform Relocation and Real Properties Acquisition Policies Act of 1970 (URA) (P.L. 91-646), as amended and in accordance with all other HUD regulations, unless the City purchases the property at a sale for taxes or sale of the property based upon a lien by the City under the Dangerous Building Code or nuisance law of the City. The property to be acquired must be selected on the basis of its impact on the neighborhood. These acquisitions assume that the property owner (seller) agrees to the Fair Market Price established under the URA policies.

Loan Committee shall evaluate:

- a. The financial feasibility of the project.
- b. The possible relocation issues and expenses.
- c. Impact on affordable housing inventory.
- d. Relationship to current Goals and Objectives.
- e. Environmental issues, if any.
- f. Whether the seller is a willing seller under the URA.

7. Down Payment/Closing Cost Assistance

This activity may be assigned to an eligible Neighborhood Non-Profit Organization by Sub-Grant Agreement. The eligible organization must be determined to be capable of handling the project and must meet HUD regulations regarding membership and group objectives. Loan procedures established by the sub recipient shall be approved by the Loan Committee.

An applicant for this activity must be a first time homebuyer, as defined by HUD, and have an acceptable credit rating and responsible financial history.

Maximum assistance provided under this activity shall not exceed limits set by HUD. The sub recipient may provide funding for the required down payment and pay all reasonable closing costs, as approved by the Loan Committee, the total amount not exceeding the maximum limits set by HUD. The buyer must be able to pay all costs over and above the maximum limits set by HUD. The applicant must be qualified to purchase a dwelling by a recognized lending institution before proceeding to make application to the sub recipient. The down payment/closing cost assistance shall be in the form of a loan with the sub recipient holding a second mortgage on the property. An applicant may purchase an existing home, subject to certain conditions, or a newly constructed dwelling.

8. Minor and Emergency Home Repair Loans

The applicant must provide basic information to the City to determine eligibility for assistance. The owner will be required to provide proof of ownership and be current with existing taxes.

B. OTHER CONDITIONS FOR FINANCIAL ASSISTANCE

The following conditions or requirements must be agreed to prior to granting financial assistance under the Program:

1. Civil Rights

The applicant must comply with all HUD requirements with respect to Title VI of the Civil Rights Act of 1964, not to discriminate on the basis of race, color, creed, sex, age, religion, nation origin or ancestry, handicap or political opinion or affiliation in the sale, lease, rental or use or occupancy of the subject property.

2. Environmental Review

Prior to any commitment being made, the project must be approved under Part 58, Environmental Review. The applicant must agree to abide by all applicable federal regulations.

3. Compliance with Davis-Bacon Act

All parties to a Contract for Improvements under the CHAP Program shall comply with the provisions of the Davis-Bacon Act regarding payment of prevailing wages and reporting and certification requirements if the completed project funded with CDBG funds involves eight (8) or more residential units, or 12 or more units if funded with HOME funds.

4. Conflict of Interest -- Federal Regulations

No person who is an employee, agent, consultant, officer or elected official or appointed official of the City of Springfield or the LCRA who exercises or has exercised any functions or responsibilities with respect to activities assisted under this Program or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from such activities, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds hereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

In the event the conflict-of-interest provisions of Section 24 CFR 92.356 or 24 CFR 570.611 are waived by HUD pursuant to the written request of the City Manager, under circumstances which would not otherwise constitute a conflict of interest under state or local law, the conflict of interest set forth in this section shall likewise be waived by the City of Springfield.

5. Bonus, Commission or Fee

The applicant may not pay any bonus for the purpose of obtaining City approval or any other approval or concurrence required by the City or its designee to complete the construction work financed in whole or in part with the loan funds.

6. Conflict of Interest -- City Charter Provisions

No member of the council and no salaried officer or employee of the City shall have financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on

behalf of the city as an officer or employee.

No member of a board or commission shall have a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he is serving, or be financially interested, directly or indirectly, in the sale to the board or commission of any land, materials, supplies, or services except on behalf of the department or administrative agency.

Any violation of this section renders the contract or sale void, and any council member, officer, employee or board member violating this section thereby forfeits his office or employment.

7. Relocation Assistance/Tenant Assistance

The City shall provide relocation assistance and advisory services to all persons who are displaced by construction projects in order to enable them to find safe, sanitary and decent replacement housing. Relocation payments and assistance shall be provided in accordance with the Uniform relocation Act of 1970 and/ or Section 104(d) of the Housing and Community Development Act of 1974, as amended. Tenants who are expected to remain in an assisted project may be eligible for tenant assistance. All tenants that are affected by the project shall be provided with a copy of the applicable HUD Relocation Assistance Brochure.

Consistent with the goals and objectives of activities assisted under this Program, the City will assign priorities to projects which will minimize displacement of persons from their homes and neighborhoods.

C. OCCUPANCY REQUIREMENTS AND SPECIAL CONDITIONS

1. HOME funded projects.
 - a. HOME rental projects require the initial occupancy by families with gross household income that is no more than 60% of the Area Median Income (AMI). Subsequent tenant's family income may be no more than 80% AMI. For projects with 5 or more HOME-assisted units, at least 20% of the HOME-assisted units must be occupied by very-low-income households whose income is 50% of the median household income or less. These units must comply with this limit for the affordability period.
 - b. HOME-funded owner projects require the initial occupant's household income to be no more than 80% AMI including Down-payment Assistance.
2. CDBG Funded Projects require the initial occupant's household income to be no more than 80% AMI.

A quick summary of the requirements is attached as Appendix A.

Moved to the end of the Regulation as Appendix A

		cupants must ha	elected on basis of need t	Fair Market Value, Type of
	eferred for tenure o			

CHAPTER 5

COSTS INCLUDABLE IN REHABILITATION OR NEW CONSTRUCTION LOAN

This Chapter describes those costs and services that may be included in a housing loan to achieve practical compliance with the Minimum Housing Standards under this Program.

A. INCLUDABLE COSTS

When necessary to correct substandard conditions and to meet specific requirements of the Minimum Housing Standards and Energy Conservation Standards, a loan may include the following costs:

1. Labor, materials, and other costs of rehabilitation of residential properties, including the repair and correction of deferred maintenance or incipient conditions; replacement of principal fixtures and components of existing structures; installation of security devices, and renovation through additions to, or enlargements of, existing rooms of a structure, and reconstruction of the building.
2. Improvements to increase energy efficiency of structures through such measures as storm windows, doors, siding, and wall and attic insulation.
3. Improvements to increase the conservation of energy by repair or replacement of heating and cooling equipment with energy efficient equipment and the efficient use of water through water saving devices and repair of plumbing fixtures.
4. Repair or purchase and installation of kitchen equipment, as allowed by the Department of Housing and Urban Development.
5. Connection of property to water and sanitary sewer distribution lines.
6. Loans to refinance existing debt secured by the property if such refinancing is determined by the Loan Committee to be necessary and appropriate to achieve the City's Affordable Housing Strategy and/or to address health or safety issues.
7. Costs of appraisal and survey services related to loan application.
8. Costs of initial homeowner premiums, hazard insurance, and flood insurance premiums, but not on a continuing basis.
9. Rehabilitation services such as housing counseling, energy audits, preparation of work write-ups and specifications associated with construction work to be performed on the property.
10. Pest control services, removal of trash and other materials, but not on a continuing basis.
11. Landscaping, removal of dangerous trees and improvements to promote water drainage.
12. Removal of lead-based paint and other hazardous materials.

13. Temporary or permanent relocation payments.
14. HOME funds may be used for new housing construction and related costs which are approved by the Loan Committee.

B. INELIGIBLE LOAN COSTS

New construction, except as permitted under HOME and Minimum Housing Standards, and substantial reconstruction or expansion of the structure as general property improvements.

1. Home improvements that are essentially redecoration and not in connection with minimum housing requirements.
2. Materials, equipment or landscaping of a type or quality which exceeds that customarily used in the locality for properties similar to the property being rehabilitated.
3. In general, questions of includable and non-includable costs are to be interpreted in terms of the intent of the goals and objectives of the CHAP.

CHAPTER 6

ASSURANCE THAT REHABILITATION AND NEW CONSTRUCTION WILL BE COMPLETED

This Chapter sets forth provisions requiring the applicant to cooperate with City staff and the general contractor to assure timely completion of the project.

The applicant shall ensure that all the required rehabilitation will be completed to specifications, on time and within budget. Specifications shall be in terms of the Minimum Housing Standards. The final work write-up will be specific enough, in terms of grades, quantities, etc., to enable bidders to evaluate the project.

A qualified general contractor shall be employed to manage the construction project. In extenuating circumstances, the applicant may serve as his/her own general contractor if he/she presents evidence of ability to carry out a general contractor's responsibilities and is approved by the Program Administrator. City Staff may assist by inviting contractors to submit competitive bids and by conducting bid openings.

In order to facilitate contract change orders, the Program Administrator may require bids to be itemized by task.

The Program Administrator or their designee shall arrange for contract signing, loan closing and all other steps needed for the project to meet City, State and Federal program requirements. The Program Administrator or their designee shall provide construction supervision, process payment requests and contract change orders and deal with the owner and general contractor to see that terms of the contract and the work write-up are carried out. The Project Specialist shall ensure that appropriate quality work is performed and that contract changes are negotiated fairly.

CHAPTER 7

PROCESSING OF LOANS

This Chapter outlines the functions to be performed by the City staff in connection with a housing loan and sets forth the rules and regulations to be followed by the Loan Committee in preparing, processing, and approving or denying an application for a housing loan, canceling an approved housing loan and an appeal procedure for aggrieved applicants.

PROCESSING AND APPROVAL OF LOAN APPLICATION

Processing an application by City staff may consist of:

- Making a preliminary inspection and cost estimate for the property upon receiving a housing-loan inquiry.
- Explaining the program requirements and procedures and assisting the owner in filling out the necessary application forms.
- Setting up a file for completed application documents.
- Verifying information submitted in connection with an application and ordering a credit check, a lead-based-paint-hazard inspection and an environmental review.
- Preparing a summary of the proposal data for the Loan Committee's preliminary approval.
- Preparing a work write-up for owner's approval.
- Assembling forms and documents for bidding and contract signing.
- Presenting a completed application package to the Loan Committee and the loan servicing agent.

If the housing loan is approved by the Loan Committee, the Program Administrator or their designee shall notify the applicant and proceed with the remainder of the functions to complete the construction work. Funds will be placed in escrow with liens and notes signed.

PRO FORMA AND PERSONAL FINANCIAL STATEMENT

A project pro forma may be required which will include income, expenses and cash flow demonstrating the ability to meet loan payments. Also, a personal financial statement will be submitted in order to establish ability to pay and net worth.

RIGHT TO CANCEL LOAN

An approved housing loan may be canceled by the Loan Committee because the applicant has requested cancellation or is unwilling or unable to proceed with the construction work, or for other reasons. The request for cancellation must be in writing and delivered or mailed to all parties in the agreement.

APPEAL OF ADVERSE DECISION

The Loan Committee, while obligated to give every consideration to bona fide rehabilitation and new construction proposals, shall not approve a loan unless it represents a reasonable risk and the applicant is willing and able to abide by the terms and conditions to achieve the Residential Loan Program goals and objectives. However, it is possible for the Loan Committee to disapprove a particular proposal without disapproving the applicant on the basis of his or her general qualifications for a loan.

If the Loan Committee determines that the application cannot be approved, a written statement of the reasons for the determination shall be put in the application file and the applicant notified in writing of the decision by the Program Administrator.

Any applicant aggrieved by a decision of the Loan Committee relating to loan approval, loan cancellation or determination of loan amount, may request a hearing before the LCRA Board by filing a request with the Secretary of said Board within thirty (30) days of receiving notification of the Loan Committee's decision. Such appeal also may be made if the applicant either takes issue with the findings of the Loan Committee or believes there are circumstances which, if known and considered, would establish extreme hardship and justify variance from the eligibility standards established herein.

The Secretary shall place the request for appeal on the LCRA Board agenda within 30 days of receiving notice of appeal. The LCRA Board may affirm or reverse or modify the decision of the Loan Committee, and shall notify the Loan Committee and applicant in writing of its decision and its reasons therefore. The LCRA Board's decision shall be final.

CHAPTER 8

RENT REGULATION

This Chapter sets forth basic requirements with respect to rent controls/rent regulation for properties assisted with CDBG and HOME Funds under this Program.

RENT REGULATORY AGREEMENT REQUIREMENTS

1. Rental Housing Assisted with CDBG Funds

A Federal Property Use Restrictions and Agreement For Affirmative Marketing and HUD Program Compliance (Rent Regulatory Agreement) shall be entered into between the applicant and City stating the monthly rental charge per unit and describing any utility or service provided with the rent, if any. The applicant may require the tenant to prepay one month's rent plus a security deposit not to exceed one month's rent. The applicant shall not require as a condition of occupancy any other fee or deposit. The Rent Regulatory Agreement shall be for a minimum period of five (5) years from the completion of the construction work. The owner may increase rents as allowed by the current HUD published Fair Market Rent or HIGH and LOW HOME Rent Schedules. Generally, any increase in rent allowed will result by a net increase in operating costs, such as an increase in taxes, insurance or other costs related to operating the rental project.

The applicant must agree to furnish the tenant in writing at the time of the lease or rental agreement the following:

- a. Rent to be charged by unit and any utilities or services included with the rent, if any.
- b. Parking facilities and separate storage facilities if available.
- c. Laundry and trash disposal facilities if a multi-family rental project.

The applicant must agree to market/rent the units in accordance with applicable requirements of the City Fair Housing Law.

2. Rental Housing Assisted with HOME Funds

There shall be both a HOME Agreement and a Federal Property Use Restrictions and Agreement For Affirmative Marketing and HUD Program Compliance for projects assisted with HOME Funds (See Chapter 4).

CHAPTER 9

PROGRAM CONTINGENCY FUNDS

This Chapter makes provisions for paying the costs of unforeseen additional repair needs after funds already allocated for an individual rehabilitation or new construction project have been exhausted.

Payments under these provisions shall be in the form of grants to property owners paid out of CDBG or HOME program funds. The amount must be for clearly-defined, unforeseen costs acceptable to the Loan Committee. Loan Committee must consider the value of completing the project when reviewing the additional expense.

Use of these program contingency funds shall be authorized by the Director of the Department of Planning and Development, upon recommendation by the Loan Committee, only in unusual and compelling circumstances, including but not limited to, repairs to the property not covered by the original work write-up ordered by an agency having political jurisdiction over city-housing projects, or to meet public health and safety requirements, or costs resulting from unexpected causes.

These funds may be applied either during the construction period or up to a year after a project has been officially closed out.

Repair work using program contingency funds will be done only under written contract between the property owner and qualified, licensed contractors. Contract prices shall be established through negotiated bidding with advice and consent of the Loan Committee.

CHAPTER 10

RESOLUTION OF DISPUTES

This Chapter describes the policies applicable to disputes that may arise between the Borrower/Property Owner and the Contractor during the minor and emergency repair, rehabilitation or new construction process.

Introduction

Ultimately, the Property Owner and the Contractor are responsible for discussing and resolving their differences. However, in those cases where agreement is not reached initially, the City may assist as an informal mediator and/or a source of information.

If the City's informal assistance does not succeed in resolving the dispute, the Property Owner and Contractor may either submit the case jointly to formal, binding arbitration or seek the advice of their own legal counsel.

For the purposes of these Rules and Regulations, a "dispute" shall be defined as a continuing claim, submitted in writing, which is raised by either the Property Owner or the Contractor, alleging that the letter or the spirit of the written contract has not been carried out by the other party. Such disputes generally involve interpretation of such issues as quality of workmanship, required scope of work, contract price adjustments and mutual cooperation between the Property Owner and the Contractor.

This definition also covers those occasions when one party to the contract claims that the other party has defaulted on his contractual obligations and wishes to halt further work under contract.

Informal Mediation by the City

It is common for City staff to be asked to make clarifications of contract requirements or performance evaluations in response to minor difficulties that arise in every project on a day-to-day basis. However, if any such field judgments are not acceptable to both parties, the aggrieved party may ask for informal mediation by the City's Program Administrator. The request must be submitted in writing within five days after the other party has received the Project Specialist's field judgment.

If both parties agree, the Program Administrator will convene a meeting before the Loan Committee within five days of receiving the first written notice of dispute. The Loan Committee will hear the dispute and advise the Program Administrator in the formulation of resolution of the dispute.

After listening to both sides of the issue, unless further investigation is warranted, the Program Administrator will propose a resolution to the dispute he or she considers to be fair to both parties while being consistent with the contract documents and the housing loan program policies and procedures.

If both parties accept the Program Administrator's proposal, a simple statement of acceptance may be drafted on the spot, signed by all parties and witnessed by a member of the Planning and

Development staff. This does not necessarily mean that both parties now see eye-to-eye on the issue, only that they have accepted the Program Administrator's proposal on practical terms and are willing to put the dispute behind them. Copies of the statement will be made for each party to the contract and for the project file.

While this informal mediation process cannot be considered legally binding, its purpose is to give both parties a fair and open hearing and thereby neutralize conflicts that could jeopardize the project.

When the meeting is the result of a request by either party to terminate the contract, the Program Administrator will, after reviewing the evidence presented, take the matter under advisement and within five days render a written decision for or against termination.

Formal, Binding Arbitration

If either party declines to sign a statement accepting the Program Administrator's proposed resolution, the Program Administrator will advise them this mediation meeting has exhausted the avenue of appeal as far as the City is concerned.

The Program Administrator will also provide both parties with information about arbitration services that are available for a fee through the Better Business Bureau of Southwest Missouri. (The General Contractor and Property Owner shall be responsible for all fees associated with the binding arbitration procedure).

The Bureau's arbitration services call for both parties in a dispute to jointly submit a signed request for arbitration, stating the nature of the dispute and agreeing beforehand to abide by the arbitrator's decision.

The facts of their case are reviewed at a scheduled hearing before the arbitrator, who is a disinterested community volunteer acceptable to both parties. If additional information is needed, the arbitrator may visit the job site before delivering a written decision.

The decision of the arbitrator and any award made by the arbitrator generally are not subject to appeal in a court of law.

CHAPTER 11

PROTECTION OF THE CITY'S FINANCIAL INTEREST IN RESIDENTIAL PROPERTIES ASSISTED WITH LOANS

This Chapter outlines the basic procedures and policies of the City regarding protection of its financial interest in real property.

1. Purpose

In order to meet program objectives and achieve housing goals, and to provide financial assistance where needed, the Loan Committee often approves loans for housing rehabilitation on properties which require the City to assume a subordinate position to existing liens on the property being assisted. As a result, it may be necessary from time to time for the City to provide funds to acquire a permanent interest in, or to obtain temporary control of, the assisted property in order to protect the financial interest of the City when foreclosure is pending by a lien holder on the property as a result of nonpayment by the mortgagor.

2. Purchases

This Chapter authorized the Director of Planning and Development, upon recommendation of the Loan Committee, to expend funds from the appropriate loan account to acquire a permanent interest in or to obtain temporary control of the assisted property in order to protect the financial interest of the City upon general default of the borrower or when foreclosing by a lien holder would seriously affect the investment of the City in the property and loan program.

3. Sales

The City Manager, upon recommendation of the Director of Planning and Development, may sell, lease, convey or otherwise transfer any real estate acquired by the City pursuant to a foreclosure of a deed of trust securing a loan under the Residential Loan Program, Rental Loan Program, Small Business Development Loan Program or any other revolving loan program administered by the LCRA, Department of Planning and Development, or Department of Economic Vitality. Notwithstanding any other ordinance to the contrary, any such sale, lease, conveyance, transfer, or other disposition of real estate thus acquired by the City shall conform to the following procedure:

- a. Prior to advertising a sale, the Loan Committee may, with the approval of the Director of Planning and Development, negotiate with a neighborhood non-profit in order to dispose of the property. Disposal under this procedure shall protect the financial interest of the City and allow for the provision of affordable housing.
- b. The Loan Committee shall, with the approval of the Director of Planning and Development, advertise for the sale, lease, conveyance, transfer, or other disposition of the real estate in a newspaper, magazine or other publication generally recognized in the Community as a real-estate-marketing medium.
- c. The Loan Committee shall receive and evaluate offers, and may negotiate such further terms and conditions as advance the purposes of the Loan programs. Where public

knowledge might adversely affect the legal consideration, offers, negotiations and related documents, records shall remain closed until completion of the lease or sale of the real estate.

- d. The Loan Committee must review any proposed contract for the sale, lease, conveyance, transfer, or other disposition of the real estate. With Loan Committee's recommendation, these actions require the approval of the Director of Planning and Development and the City Manager.
- e. The Loan Committee, with the approval of the Director of Planning and Development, shall have the authority to provide financing for the disposition of property by using both deferred and/or amortized loans.
- f. The City Manager is authorized to execute all deeds, leases, or other instruments necessary to close the sale, lease, conveyance, transfer, or other disposition of the real estate.

4. Write-offs

The Director of the Planning and Development is authorized, upon recommendation of the Loan Committee, to write off a debtor's liability for the portion of indebtedness which is in excess of the property's fair market value when the property is sold under the following circumstances. Nothing contained herein shall be deemed to allow the forgiveness of any debt in contravention of Article 3, Section 39 of the Missouri Constitution.

1. Bankruptcy
2. Foreclosure
3. Conveyance by deed in lieu of foreclosure
4. The property was liquidated to help pay debtor's uninsured medical or nursing home expenses.
5. For the MINOR AND EMERGENCY HOME REPAIR LOANS see Chapter 2, Paragraph H.

5. Sanctions for Noncompliance

Many of the provisions of loans are regulatory or statutory in nature and compliance must be assured under the terms for use of funds by State or Federal entities. The Loan Committee is authorized to utilize broad discretion to invoke sanctions other than foreclosure against borrowers who violate regulatory or statutory provisions that govern City loans. Sanctions shall include monetary fees or liquidated damages as a deterrent or assessment of up to 1% interest rate increase to loans for noncompliance. Such an assessment may be progressively increased by up to 1% for each six months period that the borrower remains in noncompliance not to exceed the statutory usury laws of the State of Missouri.

CHAPTER 12

PROGRAM RULES DURING A DECLARED EMERGENCY

Background

The City of Springfield, Missouri has experienced natural disasters and emergencies. Examples of these include the Ice Storm of 2007, and the COVID-19 pandemic. In these situations, either the Mayor of Springfield, the Greene County Commission, the Missouri State Governor, and/ or the President of the United States declared that emergency conditions existed. These events are not predictable as to when they will occur or what will be their impact on Springfield's residents, businesses, and/ or community resources.

These situations may require immediate reallocation of HUD funds for urgent response to alleviate the dangerous conditions or stabilize the economy and augment local resources using the HUD funding for eligible activities.

Emergency Declarants

An emergency may be declared by the President of the United State, the Missouri State Governor, the Greene County, Missouri Commission and/or the Mayor of Springfield, Missouri. When the Director of the Department of Public Health of the City of Springfield, Missouri exercises the power of quarantine and detention under City Charter Section 9.2(3), such exercise will also be an emergency declaration.

Actions in response to the emergency

When a declaration of an emergency is made that impacts Springfield and subject to HUD grant requirements and any HUD-approved waivers or exceptions, the City Manager, or authorized designee, upon the Loan Committee's recommendation, may approve any of the following actions. These actions will take precedence over or modify some of the processes described in the previous chapters to these rules and regulations:

- Loan Committee may establish and implement revised loan activities that will support the needs of the current borrowers, non-profit agencies, or other community businesses, to the extent the needs are related to the declared emergency and eligible under any of HUD's national objectives, including Urgent Need. This includes establishing different loan terms for loans in support of the City's need to assist in alleviating the impact to the residents, businesses, or non-profit agencies in their response to, and recovery from, the emergency.
- Loan committee may defer loan payments for existing or future borrowers to assist the borrower's ability to sustain viability and recover from the emergency.

DELETED

**SUMMARY OF
GENERAL ORDINANCES
(G.O.)
AND SPECIAL
ORDINANCES (S.O.) FOR
THE COMPREHENSIVE
HOUSING ASSISTANCE
PROGRAM**

ORD.# DATE

ACTION

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Housing
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Program; repeal:
22696,
22269,
21682 and G.O.
4146; adopt new
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Rules and
regulations.

4743 9/2/1997
Amend Rules
and Regulations for Small
Business

5144 1/14/2002
amending G.O. 4743 by adopting changes

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and allow
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affordable
rental
properties.

APPENDIX A

TABLE 4-1

ACTIVITY	FUNDING SOURCE	LOAN TERMS	OCCUPANCY REQUIREMENTS	SPECIAL CONDITIONS	AGREEMENTS REQUIRED
OWNER REHABILITATION	CDBG or HOME	Max term 20 years; Amortized Amount based on income and Interest Rate in effect at application; Deferred 0%	Owner-occupant with gross household income 80% AMI based on household size	Must have good credit and property feasible for rehabilitation; future sustainability	Applicant must repay the loan if property is sold/transferred or violates the occupancy requirements
RENTAL REHABILITATION or NEW CONSTRUCTION	CDBG	Amortized Rate in effect at application; Deferred 0% with Balloon; Maximum term 20 years; loan committee may extend; Maximum per unit subsidy (HOME); New construction not allowed (CDBG)	Household income at or below 80% AMI	Property maintained to Quality standards; Income restriction for more than 5-unit projects;	Property use and marketing restrictions for at least the loan term apply
	HOME		Initial Household income at or below 60% AMI; 80% AMI for subsequent tenants		
RENTAL ACQUISITION/REHABILITATION/ DISPOSITION/ DEMOLITION VACANT PROPERTY	CDBG OR HOME	Acquisition may be 0% deferred; subsequent development loan terms established by Loan committee	Homeownership with HH income at 80% AMI preference before rental; rental occupancy must meet the Rental Rehabilitation guidelines	Dept. Director approval to acquire; Plan to develop within 24 months required; within target area; URA applies; 1-FOR-1 replacement may apply	Property use and marketing restrictions appl. Affordability restrictions as applicable to funding.
RENTAL ACQUISITION OF OCCUPIED RESIDENTIAL PROPERTY	CDBG OR HOME	Max term 20 years; Amortized Amount based on income and Interest Rate in effect at application;	Occupancy requirements based on the funding source 80% AMI.	Dept. Director approval to acquire; within target area; URA & One-for-one replacement may apply.	Property use and marketing restrictions appl. Affordability restrictions as applicable to funding.

AUTHORIZED BY
SPRINGFIELD CITY COUNCIL

**RULES AND REGULATIONS
FOR THE
COMPREHENSIVE HOUSING
ASSISTANCE PROGRAM**



DEPARTMENT OF PLANNING AND DEVELOPMENT
SPRINGFIELD, MISSOURI

AMENDED AND ADOPTED MAY 31, 2022

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OVERVIEW

The City of Springfield receives grants from the U.S. Department of Housing and Urban Development (HUD) that can be used for housing-assistance programs. The Comprehensive Housing Assistance Program (CHAP) is intended to provide basic housing services to homeowners, homebuyers, and rental-property owners in the City's designated Revitalization Area. The goal is to maintain or increase the availability of decent, safe, sanitary, and affordable rental housing and maintain or increase homeownership. CHAP is designed to support those goals and enable neighborhood stability through support for both for-profit and non-profit developers in housing programs for low-to-moderate income residents.

Therefore, for the City to deal effectively with these types of situations, the City must either gain control of the property or offer incentives to attract investors to acquire the property for rehabilitation, reconstruction, or repair. Under either of these alternatives, the City must assure the properties provide affordable housing.

There are other instances where the City may need to provide assistance to properties where immediate health and safety dangers are present. This is a critical issue when elderly or children are present. A key goal of this program is to provide for safe, decent, and sanitary housing. In situations where the immediate health and safety of the occupants is compromised, the City may use components of this program to remedy the situation.

Program Goals

All financing and planning assistance through CHAP must further the following goals:

- Help low-to-moderate income persons achieve safe, decent, affordable housing.
- Help revitalize neighborhoods by eliminating blighting conditions.

In order to further support these goals, it will be a priority of the program to:

- Increase energy efficiency of housing units by using energy-conservation products and systems, and
- Reduce maintenance burdens by using low maintenance products.

CHAP consists of the following components:

1. The rehabilitation of owner-occupied property.
2. The rehabilitation of renter-occupied property.

3. The rehabilitation, reconstruction, or new construction of property for the purpose of providing affordable housing.
4. The Acquisition/Rehabilitation/and Disposition of vacant residential property.
5. The Acquisition of residential property to create or maintain long-term affordability.
6. Down Payment/Closing Cost Assistance for first-time homebuyers.
7. Provide necessary Housing Counseling Services.
8. Use HUD-approved financing mechanisms for the provision of affordable housing.
9. Minor and emergency home repair of owner-occupied property.

CHAP shall apply to all properties located within the approved Revitalization Area, as described in the current HUD-approved, 5-Year Consolidated Plan. The City may employ or partner with for-profit and not-for-profit affordable-housing developers as well as Community Development Corporations to implement these components and achieve the goals of this program. The effective utilization of these Comprehensive Housing Assistance Program components will better enable the City to meet its goals and objectives under the Consolidated Plan on file with HUD.

CHAPTER 1

DEFINITIONS

The following definitions apply when used in context with CHAP:

AFFORDABLE HOUSING means that total monthly housing costs do not exceed 30% of the gross monthly household income.

APPLICANT means a natural person or persons desiring to obtain a housing loan and so signifying by furnishing appropriate information and signing appropriate documents.

APPROVED CONTRACTOR LIST means a listing of housing-construction contractors recognized by CHAP who meet general performance standards and who are licensed by the City.

ARBITRATION means a hearing and determination of a case in controversy by a person chosen by the parties or under statutory authority.

BALLOON PAYMENT means repayment in full of the balance due on a loan at a specified date prior to full amortization of the loan. The payment schedule may be different from that of a conventional loan.

CITY means the City of Springfield, a Municipal Corporation of the State of Missouri.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) means that program authorized by the Housing and Community Development Act of 1974, as amended.

COMMUNITY DEVELOPMENT CORPORATION (CDC) means a Not-For-Profit Organization that is incorporated to provide programs, offer services, and engage in other activities that promote and support community development. CDCs usually serve a geographic location such as a neighborhood or a town. They often focus on serving lower-income residents or struggling neighborhoods. They can be involved in a variety of activities including economic development, education, community organizing, and real-estate development. These organizations are often associated with the development of affordable housing.

COST-EFFECTIVE, ENERGY-CONSERVATION STANDARDS means minimum requirements or measures necessary to effectively reduce heat loss and prevent air infiltration thus reducing energy consumption.

DAVIS-BACON ACT is the federal legislation requiring prevailing wages to be paid for the work performed under certain federally-funded-construction projects, including rental-residential property of eight or more units if funded by CDBG funds and 12 or more units if funded by HOME funds. (see PREVAILING WAGE)

EXTREMELY LOW INCOME means families and individuals who have annual household

incomes that do not exceed 30% of the median household income by family size for the City as determined by HUD. See LOW INCOME, VERY-LOW INCOME, and LOW-MODERATE INCOME definitions.

FAIR-MARKET RENTS mean those maximum gross monthly rents published by HUD annually for the Housing Choice Voucher Housing Assistance Program, by number of bedrooms.

FEDERAL PROPERTY-USE RESTRICTIONS AND AGREEMENT FOR AFFIRMATIVE MARKETING AND HUD PROGRAM COMPLIANCE means a recorded document binding the owner(s) of rehabilitated, rental-residential property to certain compliance requirements and other provisions, including guidelines for nondiscrimination, and advertising of vacancies under the HOME Program.

FIRST-TIME HOMEBUYER means a family or individual who meets the HUD definition of a first-time home buyer.

HISTORIC PRESERVATION REVIEW means federal and state requirements for assessing the impact of proposed rehabilitation projects on the architecture of historically-significant buildings.

HOME PROGRAM means the housing program authorized by the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, also known as the HOME Investment Partnerships Program.

HOME RENT LIMITS means the HUD HIGH and LOW HOME rent limits established by HUD annually that are in effect at the time the project is funded (See 24 CFR 92.252).

HOUSING-QUALITY STANDARDS means minimum housing standards approved by the City for the program.

HUD means the Department of Housing and Urban Development

INTEREST RATE means annual percentage rate applied to the principal balance each month.

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY (LCRA) means that political subdivision headed by a citizen board of directors charged with the responsibility of providing technical assistance to the Loan Committee.

LOAN COMMITTEE means senior staff personnel assigned by the Director of Planning and Development and the Director of Economic Vitality to review and evaluate all loan applications for which the CHAP regulations apply. The Committee is provided legal counsel by an Assistant City Attorney.

LOW INCOME means families and individuals who have annual household incomes that do not exceed 80% of the median household income by family size for the City as determined by HUD. See EXTREMELY LOW INCOME, VERY-LOW INCOME, and LOW-MODERATE INCOME definitions.

LOW-MODERATE INCOME means families and individuals who have annual household incomes that are between 50% but do not exceed 80% of the area median household income by family size for the City as determined by HUD. See LOW INCOME, VERY-LOW INCOME, and EXTREMELY LOW-MODERATE INCOME definitions.

MAXIMUM SUBSIDY LIMIT means the maximum HOME funds that may be expended on a dwelling according to number of bedrooms as determined by HUD.

MEDIAN FAMILY INCOME FOR SPRINGFIELD means the median annual gross income for a family of four (4) persons as determined by HUD.

MEDIAN HOUSEHOLD INCOME means the median annual gross household income by family size for the City as determined by HUD.

MIDDLE INCOME means households whose incomes exceed 80 percent of area median income but do not exceed 120 percent of area median income,

MINIMUM HOUSING STANDARDS means the City Housing Code and may include any applicable sections of the City Building Code, Electrical Code, Fire Prevention Code, Plumbing Code and Mechanical Code when the scope of work for the respective property requires their application.

NOT-FOR-PROFIT ORGANIZATION means an IRS-qualified, 501(c)(3) agency organized under the laws of the State of Missouri and recognized by the City as eligible to carry out housing programs under CHAP.

NEIGHBORHOOD STABILIZATION PROGRAM (NSP) means the program of emergency assistance for redevelopment of abandoned and foreclosed homes authorized by the Housing and Economic Recovery Act of 2008, as amended.

OWNER-OCCUPIED PROPERTY means a single-family home or a duplex the owner: occupies more than 75% of the year; maintains the address on their Missouri driver's license or other State of Missouri identification; and files taxes using this property address; maintains the utilities in their or their spouse's name. Exceptions to these restrictions may be considered by the Loan Committee with alternate information that is acceptable to the Loan Committee.

PARTICIPATING JURISDICTION (PJ) means the entitlement City authorized by HUD to administer the HOME program.

PHA means The Housing Authority of Springfield a.k.a. Public Housing Authority.

PREVAILING-WAGE REQUIREMENTS means the minimum wage, reporting, and certification provisions of the Davis-Bacon Act (See DAVIS-BACON ACT)

PRO-FORMA means a cash-flow analysis demonstrating project financial feasibility.

PROGRAM ADMINISTRATOR means the Planning and Development Department Grants Administrator assigned to daily oversee CHAP or, when absent, the Planning and Development Department Director or Assistant Director.

PROJECT AREA means properties located within the approved Revitalization Area authorized under the Community Development Program under the current 5-year Consolidated Plan approved by the Springfield City Council

PROJECT SPECIALIST means the staff person assigned to a housing-construction project by the Program Administrator.

PROGRAM means Comprehensive Housing Assistance Program (CHAP).

PROPERTY REHABILITATION means the upgrading of residential property to meet Minimum Housing Standards for the Program.

PUBLIC OFFICIAL means any elected or appointed official of the City of Springfield, Missouri, or any person employed, either directly or indirectly, by the City of Springfield.

RECONSTRUCTION means the rebuilding of housing, on the same lot, that either replaces housing standing on a site at the time of project commitment, or if that housing was destroyed, the replacement housing may be rebuilt on the same lot if HOME funds are committed within 12 months of the date of destruction. The number of housing units on the lot may not be decreased or increased as part of a reconstruction project, but the number of rooms per unit may be increased or decreased. Reconstruction also includes replacing an existing substandard unit of manufactured housing with a new or a standard unit of manufactured housing. Reconstruction is rehabilitation for purposes of this part.

RENT CONTROLS mean the maximum rents that a property owner may charge, based on number of bedrooms, for properties using HOME funds as determined by HUD.

RENTAL PROPERTY means a tract of land with improvements occupied by a tenant or tenants that are used principally for residential purposes.

RENT REGULATORY AGREEMENT means a recorded document binding the owner(s) of rental property constructed or rehabilitated under this program to keep rents below certain ceilings and to certain other covenants relevant to the housing needs of low to moderate income persons.

REVITALIZATION AREA means the portion of the City that is identified in the current 5-Year Consolidated Plan in effect at the time of the loan application.

REVOLVING-LOAN FUND means that fund in which principal and interest payments are deposited from prior loans and which may be re-loaned for eligible projects under the program.

SUBRECIPIENT means a public agency or non-profit organization selected by the City to administer certain portions of the program.

TENANT ASSISTANCE POLICY means a written document approved by City Council describing the assistance to be provided to tenants, both advisory and financial, who are displaced either temporarily or permanently by rehabilitation or construction projects.

UNIFORM PHYSICAL CONDITION STANDARDS (UPCS) means uniform national

standards established by HUD pursuant to 24 CFR 5.703 for housing that is decent, safe, sanitary, and in good repair. Standards are established for inspectable items for site, building exterior, building systems, dwelling units, and common areas.

UNIFORM RELOCATION ACT means the Uniform Relocation and Real Properties Acquisition Policies Act of 1970 (P.L. 91-646) as amended.

VACANT RESIDENTIAL PROPERTY means residentially-zoned real property that has been uninhabited for a period of one year and that may be burdened with delinquent property taxes, liens, and other assessments.

VERY LOW INCOME means a family or individual who has an annual gross household income that does not exceed 50% of the median household income by family size for the City as determined by HUD. See LOW INCOME, EXTREMELY LOW INCOME, and LOW-MODERATE INCOME definitions.

CHAPTER 2

ELIGIBILITY REQUIREMENTS

This Chapter sets forth basic eligibility requirements for property owners and real property to be assisted under this Program.

A. OWNER-OCCUPIED LOANS

An owner-occupied loan may be made only for residential property located within the approved Revitalization Area authorized by City Council. The property must meet the Minimum Housing Standards established for the Program. The rehabilitation project must be determined to be economically feasible by the Loan Committee.

In order to be eligible for a housing loan, the applicant must be the owner of record and occupy the property, which may contain no more than two (2) dwelling units. The applicant must have a combined gross annual household income that does not exceed 80% of the median for the City by household size. The applicant must have an acceptable credit rating and have the financial means to repay a housing loan in addition to maintaining the property and meeting monthly housing expenses. Since housing loans are intended to assist owner-occupants who have no other financial means to improve their property, housing loans will not be normally considered for homeowners who have substantial liquid assets to finance the needed repairs.

Occupancy Exceptions: Special exceptions to the requirement that the owner of record occupy the property prior to application may be granted by the Loan Committee for purposes of furthering the City's housing policy and in fulfilling the objectives of neighborhood plans. Situations for granting special exceptions may include the following:

- The owner has lived in the property previously and the owner or the owner's legal heirs agree to the owner-occupancy requirements immediately after rehabilitation is completed; or
- The property is uninhabitable at the time of application and the owner or owners agree to the owner-occupancy requirements immediately after rehabilitation is completed; or
- The property owner of record is a qualified, nonprofit corporation in the business of providing decent and affordable housing; the property will be rehabilitated by the corporation; and it is agreed that the property will be sold, after completion of rehabilitation, to a buyer who qualifies on the basis of income and agrees to the owner-occupancy requirements.

Loan terms shall be at the Loan Committee's discretion so long as they otherwise meet the requirements of this Chapter. Granting exceptions is solely the responsibility of the Loan Committee and not subject to the provisions of appeal that are described in Chapter 7.

Housing loans for owner-occupied properties shall be made on the following basis with respect to that portion of the loan that will be amortized and that portion which will be deferred with no interest.

Annual Gross Household Income	% of Loan Deferred at 0% Interest	% of Loan Amortized at the amortized rate
50% or less of median by household size	100%	0
Greater than 50% but less than 60% median by household size	75%	25%
Greater than 60% but less than 70% of median by household size	50%	50%
Greater than 70% but less than 80% of median by household size	25%	75%
Greater than 80% of median by household size	Not Eligible	

B. RENTAL PROPERTY LOANS

A rental-housing loan shall be made only with respect to rental property located within the approved Revitalization Area or separately authorized by City Council. Loans can be made for acquisition, rehabilitation, reconstruction of existing housing stock, or construction of new housing. The property that needs repair must be repaired according to the Minimum Housing Standards. The rehabilitation work to be performed must be economically feasible.

In order to be considered for a rental housing loan, the owner must be financially solvent, have a good credit rating, and agree to have the property appraised to determine value after rehabilitation. The applicant must submit a pro-forma for review and evaluation by the Loan Committee to determine if the project is financially feasible.

The use of City of Springfield funds may be used to leverage both other public and private funds for a rental-housing project.

The maximum amount of CDBG Funds that may be used for a rental-housing loan shall be determined by the Loan Committee on a case-by-case basis. The project pro-forma and the Loan Officer's recommendation shall be used to guide the committee in committing funds. The Committee shall also be guided by programmatic restrictions when committing CDBG funds to a project.

The maximum amount of HOME funds that may be committed to a project shall be determined by the Loan Committee based upon the project pro-forma, but in no event shall the HOME per-unit subsidy exceed the maximum amount set by HUD based on the number of bedrooms.

C. ACQUISITION/REHABILITATION/ DISPOSITION OF VACANT RESIDENTIAL PROPERTY

A property selected under this activity must be located within the Revitalization Area authorized by City Council. The selection of vacant residential properties to be acquired and rehabilitated by the City will be the responsibility of the Loan Committee with the approval of the Director of Planning and Development.

Vacant residential properties will be appraised and acquired in accordance with the provisions of the Uniform Relocation and Real Properties Acquisition Policies Act of 1970 (P.L. 91-646), as amended and in accordance with all other HUD regulations, unless the City purchases the property at a sale for taxes or sale of the property based upon a lien by the City under the Dangerous Building Code or nuisance law of the City. Following acquisition of the property, the City shall prepare a rehabilitation plan and solicit bids from contractors to perform the required work. Concurrent with or upon completion of the rehabilitation, the City will proceed to solicit offers to purchase the property, preferably from first-time homebuyers or affordable rental providers. Care must be taken to ensure that if HOME or CDBG funds were used or the affordability period has not been completed, that the property will be placed in service again within a time frame that satisfies Loan Committee and any applicable HUD regulations. The City may dispose of the property by a Lease Purchase Agreement. The property may be sold for rental housing if efforts to market it for homeownership fail. The City may also dispose of or sell the property to a neighborhood not-for-profit organization or a qualified nonprofit corporation in the business of providing decent and affordable housing.

D. ACQUISITION/DEMOLITION OF VACANT RESIDENTIAL PROPERTY

A property selected under this activity must be located within the approved Revitalization Area as authorized by City Council. The selective acquisition of vacant residential properties for demolition shall be based upon the fact the property is not feasible for rehabilitation and is a detriment to the neighborhood. Vacant, residentially-zoned lots or parcels may also be acquired for the development of affordable housing to meet goals and objectives of the City's Consolidated Plan. Vacant residential lots shall be acquired only where residential development is impracticable as a result of City liens, assessments, or any combination of other factors, which make private residential development economically unlikely or impractical. In the event liens imposed by the City on the property exceed the appraised value, then the City may elect to accept the property subject to such liens to facilitate the transfer of the property to the City by the property owner for housing development under this part. All properties considered will be acquired voluntarily based upon an appraisal by a certified appraiser under the provisions of the Uniform Relocation Act, unless the City purchases the property at a sale for taxes or sale of the property based upon a lien by the City under the Dangerous Building Code or nuisance law of the City.

All vacant residential properties selected by the Loan Committee must be approved by the Director of Planning and Development.

Following acquisition and demolition of the property, the City will proceed to dispose of the vacant land for residential redevelopment in compliance with HUD regulations.

E. ACQUISITION OF OCCUPIED RENTAL RESIDENTIAL PROPERTY

A property selected under this activity must be located within the approved Revitalization Area or separately authorized by City Council. The selective acquisition of occupied residential properties shall be based upon the fact the property is considered to be a financially viable and affordable rental property with little or no rehabilitation necessary. Factors affecting the decision to acquire such property include location to amenities for low-income residents such as transportation, size of units, and access to recreation or shopping or community or health facilities. Additionally, consideration must be given to the requirements of the Uniform Relocation Act with proper notification and support to current tenants.

All properties will be acquired voluntarily based upon an appraisal by a certified appraiser under the provisions of the Uniform Relocation Act, unless the City purchases the property at a sale for taxes or sale of the property based upon a lien by the City under the Dangerous Building Code or nuisance law of the City for which an appraisal is not required.

F. DOWNPAYMENT/CLOSING COSTS ASSISTANCE FOR THE FIRST-TIME HOMEBUYERS

This loan activity may be administered by the City or assigned to an eligible Neighborhood-Based, Non-Profit Organization by Sub-Grant Agreement. The Loan Committee shall develop policies and procedures which shall be governed by the following basic eligibility criteria:

To be eligible for this project, a family or individual must be a first-time homebuyer, as defined by HUD, and must be determined to be low income. The applicant must demonstrate that his or her annual gross household income is not greater than the amount from the applicable HUD income schedules published for the City of Springfield as adjusted by family size. The applicant must be prequalified by a recognized lending institution.

The applicant may apply for assistance for a newly constructed home or for an existing home. An existing home assisted under this project must be determined to meet HUD's property standards or provide assurance that the home will be repaired to meet the required standards.

The following assistance may be provided:

- Loans may be in an amount up to 10% of the purchase price.
- Purchase price limits shall adhere to HUD limits.
- Loans may pay all reasonable closing costs and pre-paid expenses in accordance with the limits for the funding source.
- Maximum assistance per property transaction shall not exceed the limits set by HUD. The Loan Committee may establish lesser limits than HUD limits as necessary.

- The minimum assistance per property transaction will be \$1,000.

The loan made on the property shall be secured by a Deed of Trust in favor of the Neighborhood Organization/CDC administering the program or City of Springfield. The loan may bear interest at the rate approved by the Loan Committee or be a deferred, no-interest loan.

The City of Springfield program shall adhere to the requirements in Chapter 3, Paragraph A(5)

G. HOUSING COUNSELING SERVICES

Owner-occupants, first-time homebuyers, and tenants of assisted properties, or properties to be assisted may be eligible for HUD-approved housing counseling services.

Counseling service may be provided by the City, or its designated Agent, to those persons who are having difficulty with financial management and credit problems. In some cases, counseling may be needed for first time homeowners to assist them in coping with the problems associated with property ownership.

H. HUD APPROVED FINANCING MECHANISMS

Assistance provided through this activity would promote blight clearance, maintenance/rehabilitation of affordable housing, or production of affordable housing. This activity may utilize any of the HUD approved financing mechanisms.

I. MINOR AND EMERGENCY HOME REPAIR LOANS

An owner-occupied minor or emergency home repair loan may be made only for residential property located within the approved Revitalization Area authorized by City Council. The home repairs are limited to those which will improve the habitability and promote housing stability for the home and/or inhabitants. These repairs are intended to stabilize the home, reduce or prevent damage from weather or infestation, and, where possible, increase energy efficiency. These repairs are also intended to increase the security and/or safety of the home's inhabitants. Lastly, minor repairs can be targeted to reduce individual property blight and improve the immediate neighborhood surrounding the home.

The minor and emergency home repair projects will have a limited scope of work. The nature of this program is to abate or stabilize conditions that affect the habitability and stability of the property or to prevent further damage. Such action may leave additional work for the homeowner or other service programs to share in the effort.

In order to be eligible for a minor or emergency home repair loan, the applicant must be the owner of record as defined by HUD and occupy the property to be assisted containing no more than one (1) dwelling unit. The applicant must have a combined gross annual household income that does not exceed 80% of the median for the City by household size. Loan committee, with the approval of the Department Director, is authorized to establish a minimum ownership period prior to approving a loan for repairs.

Occupancy Exceptions: Special exceptions to the requirement that the owner of record occupy the property prior to application may be granted by the Loan Committee for purposes of furthering the City's housing policy and in fulfilling the objectives of neighborhood plans. Situations for granting special exceptions may include the following:

- The owner has lived in the property previously and the owner or the owner's legal heirs agree to the owner-occupancy requirements immediately after rehabilitation is completed; or
- The property is uninhabitable at the time of application and the owner or owners agree to the owner-occupancy requirements immediately after rehabilitation is completed; or
- The property owner of record is a qualified, nonprofit corporation in the business of providing decent and affordable housing; the property will be rehabilitated by the corporation; and it is agreed that the property will be sold, after completion of rehabilitation, to a buyer who qualifies on the basis of income and agrees to the owner-occupancy requirements.

The following program requirements will govern this program:

- The financial assistance shall be in the form of a loan, which must be repaid when the recipient ceases to be an owner-occupant or ownership is transferred to another party.
- Maximum loan funding shall not exceed \$15,000 unless prior approval is granted by the Loan Committee. Granting exceptions is solely the responsibility of the Loan Committee and not subject to the provisions of appeal that are described in Chapter 7.
- No interest for the loan will accrue nor will be charged for the life of the loan.
- No Loan payments may be required for this loan.
- The property, under the same ownership, must not have received this service/loan in the past.
- The Director of the Planning and Development Department is authorized, upon recommendation of the Loan Committee, to write off a debtor's liability for the portion of indebtedness which is in excess of the property's fair market value when the property is sold subject to the net proceeds of the sale even if that is 0. Net proceeds will be defined in similar manner to the HOME regulation 24 CFR 92.254 as the sales price minus superior loan repayment and any customary and reasonable closing costs.

The Loan Committee, upon approval of the Director of Planning and Development, may adopt additional program eligibility requirements or guidelines for this program.

CHAPTER 3

FUNDING LIMITATIONS AND PROGRAM REQUIREMENTS

This Chapter sets forth the maximum loan amounts and other basic requirements under the Program for each activity.

A. MAXIMUM LOAN AMOUNT BY ACTIVITY:

1. Owner-Occupied Housing Repair Loans

The Loan Committee shall be responsible for setting the maximum loan amount per project. Generally, the maximum loan amount shall be that amount when added to the existing indebtedness which does not exceed the estimated value of the property. In setting the maximum loan amount, the Committee will consider the condition of the property, the need for rehabilitation assistance, the presence of children or elderly, the health and safety of the occupants, the presence of unsafe conditions, and the credit rating of the applicants. No amount may exceed the applicable HUD limit. For Minor and Emergency Repair loans no equity analysis or appraisal is required due to the emergency nature of the work and the minimal City investment.

2. Rental Loans (HOME or CDBG)

The Loan Committee shall be responsible for setting the loan terms and the maximum loan amount for a HOME or CDBG Assisted rental project. In setting the maximum loan amount, the Committee must consider the following HUD criteria:

- a. HUD establishes a maximum per unit HOME subsidy by number of bedrooms.
- b. For projects with 5 or more HOME-assisted units, at least 20% of the HOME-assisted units must be occupied by very-low-income households whose income is 50% of the median household income or less. These units must comply with this limit for the affordability period.
- c. Further, HUD rules require that 90% of the HOME funds be used for rental housing to assist tenants that are 60% or less of median and 20% of the HOME assisted rental units must be for tenants with incomes at 50% of the median.

3. Acquisition/Rehabilitation/ Disposition of Vacant Residential Property

Vacant residential properties will be appraised and acquired in accordance with the provisions of the Uniform Relocation and Real Properties Acquisition Policies Act of 1970 (P.L. 91-646), -as amended and in accordance with all other HUD regulations, unless the City purchases the property at a sale for taxes or sale of the property based upon a lien by the City under the Dangerous Building Code or nuisance law of the City for which an appraisal is not required. The acquisition price shall not exceed the fair market value as determined by the Loan Committee, based upon an appraisal report or assessment of the value for the property by staff.

The amount for rehabilitation of the acquired property shall be based upon the lowest responsible and responsive bid from a qualified contractor to perform the work set forth in the rehabilitation plan for the property. Owner/contractors shall provide suitable cost data based on bids or quotes and estimates for review by the Project Specialist and approved by the Loan Officer and Loan Committee.

The Loan Committee shall determine the value of the property to be disposed of by virtue of the cost of acquisition, the cost of rehabilitation, and other related costs based upon staff evaluation of the property. Loan Committee may take into account the condition of the property being disposed as well as the intended future use and value to the community when establishing the disposition sales price, if any.

4. Acquisition/Demolition of Vacant Residential Property

Vacant residential properties will be appraised and acquired in accordance with the provisions of the Uniform Relocation and Real Properties Acquisition Policies Act of 1970 (P.L. 91-646), as amended and in accordance with all other HUD regulations, unless the City purchases the property at a sale for taxes or sale of the property based upon a lien by the City under the Dangerous Building Code or nuisance law of the City. The acquisition price shall not exceed the fair market value as determined by the Loan Committee, based upon the appraisal report for the property.

The amount allocated for the demolition of the acquired property shall be based upon the lowest responsible and responsive bid for demolition from qualified demolition contractors.

The Loan Committee shall determine the value of the property to be disposed of by and acceptable appraisal of the vacant residential property.

If the property qualifies as Low-income housing, Loan Committee shall consider the HUD requirement for one-to-one replacement for demolition projects, as applicable.

5. Down Payment/Closing Costs Assistance Loans

The maximum amount of a loan for down payment/closing cost assistance shall not exceed the limits set by HUD. Assistance may be used for the down payment, in addition to all reasonable closing costs on the property, the sum of which shall not exceed the maximum limits set by HUD.

The applicant shall be responsible for any additional required down payment and any amount over and above the maximum limits set by HUD.

6. Housing Counseling Services

The Loan Committee shall establish the maximum amount a family or individual may receive for housing counseling services on a case-by-case basis. The amount allocated for such services shall be reasonable and proper to accomplish the goals of the Program.

7. HUD Approved Financing Mechanisms

The Loan Committee shall establish the type and terms of assistance subject to HUD regulations. The amount allocated for such assistance shall be reasonable and proper to accomplish the goals of the program.

8. Miscellaneous

Miscellaneous income loan proceeds derived from the Section 301 Rental Rehabilitation and Housing Development Grant programs, now called the Loan Program Reserve Fund, shall be used exclusively for HUD eligible activities as determined by the Loan Committee.

B. OTHER PROGRAM REQUIREMENTS

1. Loan Interest Rate

All loans which are to be amortized shall be a fixed rate established annually, or more often if necessary, by the Loan Committee. CHAP loans shall use the City's Commercial Loan Program interest rate that is in effect at the time of loan application not to exceed 5%. This will allow the interest rate to be competitive with local lending.

2. Loan Terms

The Loan Committee shall have the discretion of negotiating the terms of an amortized loan with the applicant. The usual maximum amortization period shall be 20 years. Loan Committee may consider longer amortization periods with the approval of the Director of Planning and Development. If an otherwise worthwhile project is marginally feasible, the Committee may structure a loan term with a balloon payment or deferred loan.

3. Special Loan Provisions for Approved Non-Profit Organizations including CDCs.

For approved non-profit organizations providing, constructing, and/or rehabilitating affordable housing, the loan for acquisition or rehabilitation of property may be provided at zero percent (0%) interest (with deferred payments), due upon sale of the property, or at such time that the property no longer provides affordable housing. The Loan Committee may provide subsidies to these organizations, to ensure HUD affordability requirements are met. The Loan Committee, upon approval of the Director of Planning and Development, will adopt guidelines and approve neighborhood non-profit organizations that are eligible for this provision.

4. Owner Equity and Loan Security

There must be sufficient owner equity in a property to be assisted under this Program as determined by the Loan Committee. Fee and staff appraisers will be used by the Loan Committee to determine loan feasibility. All loans shall be secured by Deeds of Trust and Promissory Notes.

5. Loan Payoff

When a property assisted under this Program is sold or transferred, or ceases to be used for the purpose set forth under the loan terms and conditions, the full amount of the loan balance shall be paid by the borrower to the City at the time of closing or transfer.

6. Use of Loan Proceeds

Loan proceeds must be used only to pay for the costs associated in carrying out the construction work on the property in accordance with the construction plan. The Program Administrator, however, may allow change orders to the original plan when justified and verified by City staff. Changes to the original loan amount shall be approved by the Loan Committee.

7.Completion of Construction Work

The applicant must assure and agree that the construction work approved for the project will be completed promptly.

8.Cancellation of Loan

All loan proceeds must be returned to the City with no right, interest, or claim by the applicant if the loan is canceled before the construction work has commenced.

9.Ineligible Contractors

The applicant shall not knowingly award any contract for construction work assisted under this Program, in whole or in part, to any contractor who is ineligible under the provisions of any applicable regulations issued by the Secretary of Labor or who is on the contractor-debarred list of the Loan Committee.

10.Inspections and Contract Compliance

The applicant consents to allow City staff to inspect the property and to determine contract compliance during construction work and at the completion of the project. The appropriate compliance documents will be recorded to ensure the HUD requirements are met for any required extended compliance.

11.Records

The applicant must keep such records as may be required with respect to the construction work.

12.Reporting of Gross Household Income

The applicant shall submit verification of total household income and liquid assets. Household income shall be reported from all sources; however, the Loan Committee may allow certain exclusions from gross household income based upon federal guidelines.

13.Loan Assumption and Subordination

Loans are generally not assumable except in special cases where the assumption would be in the best interest of the City and approved by the Loan Committee. In instances when loan assumption or subordination is requested by the borrower, a \$200 fee shall be charged to cover the costs of processing. In order to avoid financial hardship, the Loan Committee may waive the processing fee to low-income individuals and families.

CHAPTER 4

TERMS AND CONDITIONS UNDER WHICH LOANS AND OTHER FINANCIAL ASSISTANCE WILL BE PROVIDED

This Chapter describes the basic terms and conditions with respect to financial assistance provided under the Program.

A. GENERAL CONDITIONS

1. Owner-Occupied Housing Loans

The applicant must provide basic information to the City to determine eligibility for assistance. The owner will be required to provide proof of ownership and evidence to support annual household income. The owner must have an acceptable credit rating and be current with existing mortgage payments and taxes.

Based upon income information provided and verified, the City will determine that portion of the construction costs that will be amortized and that portion that will be a deferred, no-interest loan. The applicant agrees to conform to all Program requirements and sign promissory notes and deeds of trust. The loan documents will specify the conditions under which a loan must be repaid and the term of the loan.

2. Rental-Housing Loans

Housing loans will require the applicable interest rate and the loan term generally shall not exceed 20 years, unless the Loan Committee determines that a longer term would be in the best interest of the City. The Loan Committee may approve a deferred loan on the property if necessary. The applicant must submit a pro-forma for the project and agree to submit data to support a good credit rating.

The applicant must agree to sign a promissory note and execute the appropriate deed or deeds of trust with the City. The applicant must also sign a required Regulatory and Marketing Compliance Agreement with the City. By signing the appropriate loan documents, the applicant shall agree to conform to all Program requirements and conditions.

An owner of rental property assisted with HUD Rental Housing Loan Funds may, by special permission of the Loan Committee, enter into a Lease Purchase Agreement with an income-qualified tenant. The Loan Committee shall approve of the terms and conditions of the Lease Purchase Agreement and approve of the tenant selected under this arrangement.

3. Rental Rehabilitation and New Construction (HOME funds)

This activity will require the applicant and City to coordinate the project closely in order to determine project feasibility in view of HUD regulations on rent controls and the rent affordability of the units assisted.

The City must ensure that all units assisted under this activity shall meet the applicable HUD HIGH or LOW HOME rents. Further, 90% of all HOME-assisted dwelling units must be occupied by households with incomes not to exceed 60% of the median family income at the time of occupancy or when funds are invested, whichever is later. Subsequent occupants after the first occupancy must be Low-income households for the duration of the required affordability period. For projects with 5 or more HOME-assisted units, at least 20% of the HOME-assisted units must be occupied by very-low-income households whose income is 50% of the median household income or less. These units must comply with this limit for the affordability period.

In order to make a rental project assisted with HOME funds feasible due to rent controls and other program requirements, the following options must be considered by the applicant and the City:

- a. Either heavy loan subsidies must be provided to the owner or reasonable assurance provided the PHA will provide Section 8 Certificates or Vouchers for tenants of the project.
- b. The City may defer all or part of the loan to provide long term affordability.

Owners of properties assisted with HOME funds must certify to the City on an annual basis the rents and income of the lower income tenants for the period of affordability set for the project. Applicants must sign a Regulatory and Marketing Compliance Agreement.

In conjunction with rental housing construction activities assisted under HOME, the City may acquire or finance the acquisition of real property containing substandard housing units. HOME acquired properties may be publicly or privately owned and/or managed.

For those projects where HOME funds are used in combination with CDBG funds, the HOME program rules shall apply.

4. Acquisition/Rehabilitation, Disposition of Vacant Residential Properties

Vacant residential properties will be appraised and acquired in accordance with the provisions of the Uniform Relocation and Real Properties Acquisition Policies Act of 1970 (P.L. 91-646), as amended and in accordance with all other HUD regulations, unless the City purchases the property at a sale for taxes or sale of the property based upon a lien by the City under the Dangerous Building Code or nuisance law of the City for which an appraisal is not required.

Property acquired must be evaluated on the following criteria:

- a. Need to acquire the property to meet objectives of the Program and its impact on the neighborhood.
- b. Feasibility of repair of the vacant property.
- c. Market for resale, preferably to owner-occupant.

Property acquired and rehabilitated by the City will be publicly advertised to invite proposals for purchase. The City will agree to pass on the rehabilitation costs on the same basis as for housing loans described in Chapter 2. The buyer of the acquired property will be expected to make arrangements at a local lending institution for the purchase from the City with the City taking a second mortgage on the property.

5. Acquisition/Demolition of Vacant Residential Property

Vacant residential properties will be appraised and acquired in accordance with the provisions of the Uniform Relocation and Real Properties Acquisition Policies Act of 1970 (URA) (P.L. 91-646), as amended and in accordance with all other HUD regulations, unless the City purchases the property at a sale for taxes or sale of the property based upon a lien by the City under the Dangerous Building Code or nuisance law of the City. The property to be acquired must be selected on the basis of its impact on the neighborhood and re-use plans for the vacant land. These acquisitions assume that the property owner (seller) agrees to the Fair Market Price established under the URA policies.

Loan Committee shall evaluate:

- a. The financial feasibility of the project.
- b. Impact on affordable housing inventory.
- c. Relationship to current Goals and Objectives.
- d. Environmental issues, if any.
- e. Whether the seller is a willing seller under the URA.

Following demolition of the property, the City will solicit proposals for redevelopment. If the owner of the vacant and dilapidated property desires to retain ownership of the land and redevelop, the City will acquire structure only and demolish. The Loan Committee may determine the project best be served by providing a loan on the demolition costs at the amortized interest rate.

6. Acquisition of Occupied Residential Property.

Residential properties will be appraised and acquired in accordance with the provisions of the Uniform Relocation and Real Properties Acquisition Policies Act of 1970 (URA) (P.L. 91-646), as amended and in accordance with all other HUD regulations, unless the City purchases the property at a sale for taxes or sale of the property based upon a lien by the City under the Dangerous Building Code or nuisance law of the City. The property to be acquired must be selected on the basis of its impact on the neighborhood. These acquisitions assume that the property owner (seller) agrees to the Fair Market Price established under the URA policies.

Loan Committee shall evaluate:

- a. The financial feasibility of the project.
- b. The possible relocation issues and expenses.
- c. Impact on affordable housing inventory.
- d. Relationship to current Goals and Objectives.
- e. Environmental issues, if any.

- f. Whether the seller is a willing seller under the URA.

7. Down Payment/Closing Cost Assistance

This activity may be assigned to an eligible Neighborhood Non-Profit Organization by Sub-Grant Agreement. The eligible organization must be determined to be capable of handling the project and must meet HUD regulations regarding membership and group objectives. Loan procedures established by the sub recipient shall be approved by the Loan Committee.

An applicant for this activity must be a first-time homebuyer, as defined by HUD, and have an acceptable credit rating and responsible financial history.

Maximum assistance provided under this activity shall not exceed limits set by HUD. The sub recipient may provide funding for the required down payment and pay all reasonable closing costs, as approved by the Loan Committee, the total amount not exceeding the maximum limits set by HUD. The buyer must be able to pay all costs over and above the maximum limits set by HUD. The applicant must be qualified to purchase a dwelling by a recognized lending institution before proceeding to make application to the sub recipient.

The down payment/closing cost assistance shall be in the form of a loan with the sub recipient holding a second mortgage on the property. An applicant may purchase an existing home, subject to certain conditions, or a newly constructed dwelling.

8. Minor and Emergency Home Repair Loans

The applicant must provide basic information to the City to determine eligibility for assistance. The owner will be required to provide proof of ownership and be current with existing taxes.

B. OTHER CONDITIONS FOR FINANCIAL ASSISTANCE

The following conditions or requirements must be agreed to prior to granting financial assistance under the Program:

1. Civil Rights

The applicant must comply with all HUD requirements with respect to Title VI of the Civil Rights Act of 1964, not to discriminate on the basis of race, color, creed, sex, age, religion, national origin or ancestry, handicap, or political opinion or affiliation in the sale, lease, rental or use or occupancy of the subject property.

2. Environmental Review

Prior to any commitment being made, the project must be approved under Part 58, Environmental Review. The applicant must agree to abide by all applicable federal regulations.

3. Compliance with Davis-Bacon Act

All parties to a Contract for Improvements under the CHAP Program shall comply with the provisions of the Davis-Bacon Act regarding payment of prevailing wages and reporting and certification requirements if the completed project funded with CDBG funds involves eight (8) or more residential units, or 12 or more units if funded with HOME funds.

4. Conflict of Interest -- Federal Regulations

No person who is an employee, agent, consultant, officer or elected official or appointed official of the City of Springfield or the LCRA who exercises or has exercised any functions or responsibilities with respect to activities assisted under this Program or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from such activities, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds hereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

In the event the conflict-of-interest provisions of Section 24 CFR 92.356 or 24 CFR 570.611 are waived by HUD pursuant to the written request of the City Manager, under circumstances which would not otherwise constitute a conflict of interest under state or local law, the conflict of interest set forth in this section shall likewise be waived by the City of Springfield.

5. Bonus, Commission or Fee

The applicant may not pay any bonus for the purpose of obtaining City approval or any other approval or concurrence required by the City or its designee to complete the construction work financed in whole or in part with the loan funds.

6. Conflict-of Interest -- City Charter Provisions

No member of the council and no salaried officer or employee of the City shall have financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the city as an officer or employee.

No member of a board or commission shall have a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he is serving, or be financially interested, directly or indirectly, in the sale to the board or commission of any land, materials, supplies, or services except on behalf of the department or administrative agency.

Any violation of this section renders the contract or sale void, and any council

member, officer, employee, or board member violating this section thereby forfeits his office or employment.

7. Relocation Assistance/Tenant Assistance

The City shall provide relocation assistance and advisory services to all persons who are displaced by construction projects to enable them to find safe, sanitary, and decent replacement housing. Relocation payments and assistance shall be provided in accordance with the Uniform Relocation Act of 1970, as amended, and/ or Section 104(d) of the Housing and Community Development Act of 1974, as amended. Tenants who are expected to remain in an assisted project may be eligible for tenant assistance. All tenants that are affected by the project shall be provided with a copy of the applicable HUD Relocation Assistance Brochure.

Consistent with the goals and objectives of activities assisted under this Program, the City will assign priorities to projects which will minimize displacement of persons from their homes and neighborhoods.

C. OCCUPANCY REQUIREMENTS AND SPECIAL CONDITIONS

1. HOME funded projects.
 - a. HOME rental projects require the initial occupancy by families with gross household income that is no more than 60% of the Area Median Income (AMI). Subsequent tenant's family income may be no more than 80% AMI. For projects with 5 or more HOME-assisted units, at least 20% of the HOME-assisted units must be occupied by very-low-income households whose income is 50% of the median household income or less. These units must comply with this limit for the affordability period.
 - b. HOME-funded owner projects require the initial occupant's household income to be no more than 80% AMI including Down-payment Assistance.
2. CDBG Funded Projects require the initial occupant's household income to be no more than 80% AMI.

A quick summary of the requirements is attached as Appendix A.

CHAPTER 5

ELIGIBLE COSTS IN REHABILITATION OR NEW CONSTRUCTION LOAN

This Chapter describes those costs and services that may be included in a housing loan to achieve practical compliance with the Minimum Housing Standards under this Program.

A. ELIGIBLE COSTS

When necessary to correct substandard conditions and to meet specific requirements of the Minimum Housing Standards and Energy Conservation Standards, a loan may include the following costs:

1. Labor, materials, and other costs of rehabilitation of residential properties, including: the repair and correction of deferred maintenance or incipient conditions; replacement of principal fixtures and components of existing structures; installation of security devices, renovation through additions to, or enlargements of, existing rooms of a structure, and re-construction of the building.
2. Improvements to increase energy efficiency of structures through such measures as storm windows, doors, siding, and wall and attic insulation.
3. Improvements to increase the conservation of energy by repair or replacement of heating and cooling equipment with energy efficient equipment and the efficient use of water through water saving devices and repair of plumbing fixtures.
4. Repair or purchase and installation of kitchen equipment, as allowed by the Department of Housing and Urban Development.
5. Connection of property to water and sanitary sewer distribution lines.
6. Loans to refinance existing debt secured by the property if such refinancing is determined by the Loan Committee to be necessary and appropriate to achieve the City's Affordable Housing Strategy and/or to address health or safety issues.
7. Costs of appraisal and survey services related to loan application.
8. Costs of initial homeowner premiums, hazard insurance, and flood insurance premiums, but not on a continuing basis.
9. Rehabilitation services such as housing counseling, energy audits, and preparation of work write-ups and specifications associated with construction work to be performed on the property.
10. Pest control services, removal of trash and other materials, but not on a continuing basis.
11. Landscaping and removal of dangerous trees and improvements to promote water drainage.

12. Removal of lead-based paint and other hazardous materials.
13. Temporary or permanent relocation payments.
14. HOME funds may be used for new housing construction and related costs that are approved by the Loan Committee.

B. INELIGIBLE LOAN COSTS

New construction, except as permitted under HOME and Minimum Housing Standards, and substantial reconstruction or expansion of the structure as general property improvements.

1. Home improvements that are essentially redecoration and not in connection with minimum housing requirements.
2. Materials, equipment or landscaping of a type or quality which exceeds that customarily used in the locality for properties similar to the property being rehabilitated.
3. In general, questions of includable and non-includable costs are to be interpreted in terms of the intent of the goals and objectives of CHAP.

CHAPTER 6

ASSURANCE THAT REHABILITATION AND NEW CONSTRUCTION WILL BE COMPLETED

This Chapter sets forth provisions requiring the applicant to cooperate with City staff and the general contractor to assure timely completion of the project.

The applicant shall ensure that all the required rehabilitation will be completed to specifications, on time and within budget. Specifications shall be in terms of the Minimum Housing Standards. The final work write-up will be specific enough, in terms of grades, quantities, etc., to enable bidders to evaluate the project.

A qualified general contractor shall be employed to manage the construction project. In extenuating circumstances, the applicant may serve as his/her own general contractor if he/she presents evidence of ability to carry out a general contractor's responsibilities and is approved by the Program Administrator. City Staff may assist by inviting contractors to submit competitive bids and by conducting bid openings.

In order to facilitate contract change orders, the Program Administrator may require bids to be itemized by task.

The Program Administrator or their designee shall arrange for contract signing, loan closing, and all other steps needed for the project to meet City, State, and Federal program requirements. The Program Administrator or their designee shall provide construction supervision, process payment requests, and contract change orders and deal with the owner and general contractor to see that terms of the contract and the work write-up are carried out. The Project Specialist shall ensure that appropriate quality work is performed and that contract changes are negotiated fairly.

CHAPTER 7

PROCESSING OF LOANS

This Chapter outlines the functions to be performed by the City staff in connection with a housing loan and sets forth the rules and regulations to be followed by the Loan Committee in preparing, processing, and approving or denying an application for a housing loan, canceling an approved housing loan, and an appeal procedure for aggrieved applicants.

PROCESSING AND APPROVAL OF LOAN APPLICATION

Processing an application by City staff may consist of:

- Making a preliminary inspection and cost estimate for the property upon receiving a housing-loan inquiry.
- Explaining the program requirements and procedures and assisting the owner in filling out the necessary application forms.
- Setting up a file for completed application documents.
- Verifying information submitted in connection with an application and ordering a credit check, a lead-based-paint-hazard inspection and an environmental review.
- Preparing a summary of the proposal data for the Loan Committee's preliminary approval.
- Preparing a work write-up for owner's approval.
- Assembling forms and documents for bidding and contract signing.
- Presenting a completed application package to the Loan Committee and the loan servicing agent.

If the housing loan is approved by the Loan Committee, the Program Administrator or their designee shall notify the applicant and proceed with the remainder of the functions to complete the construction work. Funds will be placed in escrow with liens and notes signed.

PRO-FORMA AND PERSONAL FINANCIAL STATEMENT

A project pro forma may be required which will include income, expenses, and cash flow demonstrating the ability to meet loan payments. Also, a personal financial statement must be submitted in order to establish ability to pay and net worth.

RIGHT TO CANCEL LOAN

An approved housing loan may be canceled by the Loan Committee because the applicant has requested cancellation or is unwilling or unable to proceed with the construction work, or for

other reasons. The request for cancellation must be in writing and delivered or mailed to all parties in the agreement.

APPEAL OF ADVERSE DECISION

The Loan Committee, while obligated to give every consideration to bona fide rehabilitation and new construction proposals, shall not approve a loan unless it represents a reasonable risk, and the applicant is willing and able to abide by the terms and conditions to achieve the Residential Loan Program goals and objectives. However, it is possible for the Loan Committee to disapprove a particular proposal without disapproving the applicant on the basis of his or her general qualifications for a loan.

If the Loan Committee determines that the application cannot be approved, a written statement of the reasons for the determination shall be put in the application file and the applicant notified in writing of the decision by the Program Administrator.

Any applicant aggrieved by a decision of the Loan Committee relating to loan approval, loan cancellation or determination of loan amount, may request a hearing before the LCRA Board by filing a request with the Secretary of said Board within thirty (30) days of receiving notification of the Loan Committee's decision. Such appeal also may be made if the applicant either takes issue with the findings of the Loan Committee or believes there are circumstances which, if known and considered, would establish extreme hardship, and justify variance from the eligibility standards established herein.

The Secretary shall place the request for appeal on the LCRA Board agenda within 30 days of receiving notice of appeal. The LCRA Board may affirm or reverse or modify the decision of the Loan Committee, and shall notify the Loan Committee and applicant in writing of its decision and its reasons therefore. The LCRA Board's decision shall be final.

CHAPTER 8

RENT REGULATION

This Chapter sets forth basic requirements with respect to rent controls/rent regulation for properties assisted with CDBG and HOME Funds under this Program.

RENT REGULATORY AGREEMENT REQUIREMENTS

1. Rental Housing Assisted with CDBG Funds

A Federal Property Use Restrictions and Agreement For Affirmative Marketing and HUD Program Compliance (Rent Regulatory Agreement) shall be entered into between the applicant and City stating the monthly rental charge per unit and describing any utility or service provided with the rent, if any. The applicant may require the tenant to prepay one month's rent plus a security deposit not to exceed one month's rent. The applicant shall not require as a condition of occupancy any other fee or deposit. The Rent Regulatory Agreement shall be for a minimum period of five (5) years from the completion of the construction work. The owner may increase rents as allowed by the current HUD published Fair Market Rent or HIGH and LOW HOME Rent Schedules. Generally, any increase in rent allowed will result by a net increase in operating costs, such as an increase in taxes, insurance or other costs related to operating the rental project.

The applicant must agree to furnish the tenant in writing at the time of the lease or rental agreement the following:

- a. Rent to be charged by unit and any utilities or services included with the rent, if any.
- b. Parking facilities and separate storage facilities if available.
- c. Laundry and trash disposal facilities if a multi-family rental project.

The applicant must agree to market/rent the units in accordance with applicable requirements of the City Fair Housing Law.

2. Rental Housing Assisted with HOME Funds

There shall be both a HOME Agreement and a Federal Property Use Restrictions and Agreement For Affirmative Marketing and HUD Program Compliance for projects assisted with HOME Funds (See Chapter 4).

CHAPTER 9

PROGRAM CONTINGENCY FUNDS

This Chapter makes provisions for paying the costs of unforeseen additional needs after funds already allocated for an individual rehabilitation or new construction project have been exhausted.

Payments under these provisions shall be in the form of grants to property owners paid out of CDBG or HOME program funds. The amount must be for clearly-defined, unforeseen costs acceptable to the Loan Committee. Loan Committee must consider the value of completing the project when reviewing the additional expense.

Use of these program contingency funds shall be authorized by the Director of the Department of Planning and Development, upon recommendation by the Loan Committee, only in unusual and compelling circumstances, including but not limited to, repairs to the property not covered by the original work write-up ordered by an agency having political jurisdiction over city-housing projects, or to meet public health and safety requirements, or costs resulting from unexpected causes.

These funds may be applied either during the construction period or up to a year after a project has been officially closed out.

Repair work using program contingency funds will be done only under written contract between the property owner and qualified, licensed contractors. Contract prices shall be established through negotiated bidding with advice and consent of the Loan Committee.

CHAPTER 10

RESOLUTION OF DISPUTES

This Chapter describes the policies applicable to disputes that may arise between the Borrower/Property Owner and the Contractor during the minor and emergency repair, rehabilitation, or new construction processes.

Introduction

Ultimately, the Property Owner and the Contractor are responsible for discussing and resolving their differences. However, in those cases where agreement is not reached initially, the City may assist as an informal mediator and/or a source of information.

If the City's informal assistance does not succeed in resolving the dispute, the Property Owner and Contractor may either submit the case jointly to formal, binding arbitration or seek the advice of their own legal counsel.

For the purposes of these Rules and Regulations, a "dispute" shall be defined as a continuing claim, submitted in writing, which is raised by either the Property Owner or the Contractor, alleging that the letter or the spirit of the written contract has not been carried out by the other party. Such disputes generally involve interpretation of such issues as quality of workmanship, required scope of work, contract price adjustments, and mutual cooperation between the Property Owner and the Contractor.

This definition also covers those occasions when one party to the contract claims that the other party has defaulted on his contractual obligations and wishes to halt further work under contract.

Informal Mediation by the City

It is common for City staff to be asked to make clarifications of contract requirements or performance evaluations in response to minor difficulties that arise in every project on a day-to-day basis. However, if any such field judgments are not acceptable to both parties, the aggrieved party may ask for informal mediation by the City's Program Administrator. The request must be submitted in writing within five days after the other party has received the Project Specialist's field judgment.

If both parties agree, the Program Administrator will convene a meeting before the Loan Committee within five business days of receiving the first written notice of dispute. The Loan Committee will hear the dispute and advise the Program Administrator in the formulation of resolution of the dispute.

After listening to both sides of the issue, unless further investigation is warranted, the Program Administrator will propose a resolution to the dispute he or she considers to be fair to both parties while being consistent with the contract documents and the housing loan program policies and procedures.

If both parties accept the Program Administrator's proposal, a simple statement of acceptance may be drafted on the spot, signed by all parties, and witnessed by a member of the Planning and Development staff. This does not necessarily mean that both parties now see eye-to-eye on the issue, only that they have accepted the Program Administrator's proposal on practical terms and are willing to put the dispute behind them. Copies of the statement will be made for each party to the contract and for the project file.

While this informal mediation process cannot be considered legally binding, its purpose is to give both parties a fair and open hearing and thereby neutralize conflicts that could jeopardize the project.

When the meeting is the result of a request by either party to terminate the contract, the Program Administrator will, after reviewing the evidence presented, take the matter under advisement and, within five days, render a written decision for or against termination.

Formal, Binding Arbitration

If either party declines to sign a statement accepting the Program Administrator's proposed resolution, the Program Administrator will advise them this mediation meeting has exhausted the avenue of appeal as far as the City is concerned.

The Program Administrator will also provide both parties with information about arbitration services that are available for a fee through the Better Business Bureau of Southwest Missouri. (The General Contractor and Property Owner shall be responsible for all fees associated with the binding arbitration procedure).

The Bureau's arbitration services call for both parties in a dispute to jointly submit a signed request for arbitration, stating the nature of the dispute and agreeing beforehand to abide by the arbitrator's decision.

The facts of their case are reviewed at a scheduled hearing before the arbitrator, who is a disinterested community volunteer acceptable to both parties. If additional information is needed, the arbitrator may visit the job site before delivering a written decision.

The decision of the arbitrator and any award made by the arbitrator generally are not subject to appeal in a court of law.

CHAPTER 11

PROTECTION OF THE CITY'S FINANCIAL INTEREST IN RESIDENTIAL PROPERTIES ASSISTED WITH LOANS

This Chapter outlines the basic procedures and policies of the City regarding protection of its financial interest in real property.

1. Purpose

To meet program objectives and achieve housing goals, and to provide financial assistance where needed, the Loan Committee often approves loans for housing rehabilitation on properties that require the City to assume a subordinate position to existing liens on the property being assisted. As a result, it may be necessary from time to time for the City to provide funds to acquire a permanent interest in, or to obtain temporary control of, the assisted property in order to protect the financial interest of the City when foreclosure is pending by a lien holder on the property as a result of nonpayment by the mortgagor.

2. Purchases

This Chapter authorized the Director of Planning and Development, upon recommendation of the Loan Committee, to expend funds from the appropriate loan account to acquire a permanent interest in, or to obtain temporary control of, the assisted property in order to protect the financial interest of the City upon general default of the borrower or when foreclosing by a lien holder would seriously affect the investment of the City in the property and loan program.

3. Sales

The City Manager, upon recommendation of the Director of Planning and Development, may sell, lease, convey or otherwise transfer any real estate acquired by the City pursuant to a foreclosure of a deed of trust securing a loan under the Residential Loan Program, Rental Loan Program, Small Business Development Loan Program or any other revolving loan program administered by the LCRA, Department of Planning and Development, or Department of Economic Vitality. Notwithstanding any other ordinance to the contrary, any such sale, lease, conveyance, transfer, or other disposition of real estate thus acquired by the City shall conform to the following procedure:

- a. Prior to advertising a sale, the Loan Committee may, with the approval of the Director of Planning and Development, negotiate with a neighborhood non-profit in order to dispose of the property. Disposal under this procedure shall protect the financial interest of the City and allow for the provision of affordable housing.
- b. The Loan Committee shall, with the approval of the Director of Planning and Development, advertise for the sale, lease, conveyance, transfer, or other disposition of the real estate in a newspaper, magazine or other publication generally recognized in the Community as a real-estate-marketing medium.

- c. The Loan Committee shall receive and evaluate offers and may negotiate such further terms and conditions as advance the purposes of the Loan programs. Where public knowledge might adversely affect the legal consideration, offers, negotiations, and related documents, records shall remain closed until completion of the lease or sale of the real estate.
- d. The Loan Committee must review any proposed contract for the sale, lease, conveyance, transfer, or other disposition of the real estate. With Loan Committee's recommendation, these actions require the approval of the Director of Planning and Development and the City Manager.
- e. The Loan Committee, with the approval of the Director of Planning and Development, shall have the authority to provide financing for the disposition of property by using both deferred and/or amortized loans.
- f. The City Manager is authorized to execute all deeds, leases, or other instruments necessary to close the sale, lease, conveyance, transfer, or other disposition of the real estate.

4. Write-offs

The Director of the Planning and Development is authorized, upon recommendation of the Loan Committee, to write off a debtor's liability for the portion of indebtedness which is in excess of the property's fair market value when the property is sold under the following circumstances. Nothing contained herein shall be deemed to allow the forgiveness of any debt in contravention of Article 3, Section 39 of the Missouri Constitution.

- 1. Bankruptcy
- 2. Foreclosure
- 3. Conveyance by deed in lieu of foreclosure
- 4. The property was liquidated to help pay debtor's uninsured medical or nursing home expenses.
- 5. For the MINOR AND EMERGENCY HOME REPAIR LOANS see Chapter 2, Paragraph H.

5. Sanctions for Noncompliance

Many of the provisions for loans are regulatory or statutory in nature and compliance must be assured under the terms for use of funds by State or Federal entities. The Loan Committee is authorized to utilize broad discretion to invoke sanctions other than foreclosure against borrowers who violate regulatory or statutory provisions that govern City loans. Sanctions shall include monetary fees or liquidated damages as a deterrent or assessment of up to 1% interest rate increase to loans for noncompliance. Such an assessment may be progressively increased by up to 1% for each six-month period that the borrower remains in noncompliance not to exceed the statutory usury laws of the State of Missouri.

CHAPTER 12

PROGRAM RULES DURING A DECLARED EMERGENCY

Background

The City of Springfield, Missouri has experienced natural disasters and emergencies. Examples of these include the Ice Storm of 2007, and the COVID-19 pandemic. In these situations, either the Mayor of Springfield, the Greene County Commission, the Missouri State Governor, and/ or the President of the United States declared that emergency conditions existed. These events are not predictable as to when they will occur or what will be their impact on Springfield's residents, businesses, and/ or community resources.

These situations may require immediate reallocation of HUD funds for urgent response to alleviate the dangerous conditions or stabilize the economy and augment local resources using the HUD funding for eligible activities.

Emergency Declarants

An emergency may be declared by the President of the United State, the Missouri State Governor, the Greene County, Missouri Commission and/or the Mayor of Springfield, Missouri. When the Director of the Department of Public Health of the City of Springfield, Missouri exercises the power of quarantine and detention under City Charter Section 9.2(3), such exercise will also be an emergency declaration.

Actions in response to the emergency

When a declaration of an emergency is made that impacts Springfield and subject to HUD grant requirements and any HUD-approved waivers or exceptions, the City Manager, or authorized designee, upon the Loan Committee's recommendation, may approve any of the following actions. These actions will take precedence over or modify some of the processes described in the previous chapters to these rules and regulations:

- Loan Committee may establish and implement revised loan activities that will support the needs of the current borrowers, non-profit agencies, or other community businesses, to the extent the needs are related to the declared emergency and eligible under any of HUD's national objectives, including Urgent Need. This includes establishing different loan terms for loans in support of the City's need to assist in alleviating the impact to the residents, businesses, or non-profit agencies in their response to, and recovery from, the emergency.
- Loan committee may defer loan payments for existing or future borrowers to assist the borrower's ability to sustain viability and recover from the emergency.

**SUMMARY OF GENERAL ORDINANCES (G.O.)
AND SPECIAL ORDINANCES (S.O.) FOR
THE COMPREHENSIVE HOUSING ASSISTANCE PROGRAM**

ORD .#	DATE	ACTION
4743	9/2/1997	Amend Rules and Regulations for Small Business Development Loan Program and Comprehensive Housing Assistance Program; repeal: 22696, 22269, 21682 and G.O. 4146; adopt new program Rules and regulations.
5144	1/14/2002	A G.O. amending G.O. 4743 by adopting changes to the program rules and regulations for the Comprehensive Housing Assistance Program to allow special exceptions for home occupancy requirements and to add additional sanctions for non-compliance.
5810	3/23/2009	A G.O. amending Program Rules and Regulations For the Comprehensive Housing Assistance Program as previously adopted by G.O. 4743 and 5144; by adopting a new set of program rules and regulations to govern the Comprehensive Housing Assistance Program, to bring the entire program into compliance with new Housing and Urban Development Regulations and general updates for such programs.
5930	5/2/2011	A G.O. amending the program rules and regulations for the Comprehensive Housing Assistance Program as previously adopted by G.O. 581, by adopting changes to the rules and regulations for the comprehensive housing program.
6263	1/25/2016	A G.O. amending the program rules and regulations For the “Comprehensive Housing Assistance Program (CHAP) as previously adopted by G.O. 5810 on May 2, 2011, by amending Chapter 11, Section 4 to allow the Loan Committee to accept reduced payoffs under the “minor and Emergency Home Repair Loan” program.
6376	6/12/2017	A G.O. amending the CONPLAN and AAP with additional projects and suspending the Project Area definition for 1 year.
26993	1/29/2018	A S.O. allocating HUD funds from the Commercial Loan Program to the CHAP and making an exception for the acquisition of occupied rental property.

27117	10/8/2018	A S.O. funding a pilot Down-payment assistance (DPA) Program and allowing forgivable DPA loans
27331	6/15/2020	A S.O. adding Chapter 12 and allowing loan committee to modify loan terms during declared emergencies.
TBD	Date/ 2022	This proposed action: A G.O. amending the program rules and regulations for the Comprehensive Housing Assistance Program (CHAP) as previously adopted by G.O. 5810 and G.O. 6263 to update and conform the policies to match HUD regulations, revise the loan interest rate procedures, and allow the acquisition of occupied affordable rental properties.

APPENDIX A

TABLE 4-1

ACTIVITY	FUNDING SOURCE	LOAN TERMS	OCCUPANCY REQUIREMENTS	SPECIAL CONDITIONS	AGREEMENTS REQUIRED
OWNER REHABILITATION	CDBG or HOME	Max term 20 years; Amortized Amount based on income and Interest Rate in effect at application; Deferred 0%	Owner-occupant with gross household income 80% AMI based on household size	Must have good credit and property feasible for rehabilitation; future sustainability	Applicant must repay the loan if property is sold/transferred or violates the occupancy requirements
RENTAL REHABILITATION or NEW CONSTRUCTION	CDBG	Amortized Rate in effect at application; Deferred 0% with Balloon; Maximum term 20 years; loan committee may extend; Maximum per unit subsidy (HOME); New construction not allowed (CDBG)	Household income at or below 80% AMI	Property maintained to Quality standards; Income restriction for more than 5-unit projects;	Property use and marketing restrictions for at least the loan term apply
	HOME		Initial Household income at or below 60% AMI; 80% AMI for subsequent tenants		
RENTAL ACQUISITION/REHABILITATION/ DISPOSITION/ DEMOLITION VACANT PROPERTY	CDBG OR HOME	Acquisition may be 0% deferred; subsequent development loan terms established by Loan committee	Homeownership with HH income at 80% AMI preference before rental; rental occupancy must meet the Rental Rehabilitation guidelines	Dept. Director approval to acquire; Plan to develop within 24 months required; within target area; URA applies; 1-FOR-1 replacement may apply	Property use and marketing restrictions appl. Affordability restrictions as applicable to funding.
RENTAL ACQUISITION OF OCCUPIED RESIDENTIAL PROPERTY	CDBG OR HOME	Max term 20 years; Amortized Amount based on income and Interest Rate in effect at application; Deferred 0%	Occupancy requirements based on the funding source 80% AMI.	Dept. Director approval to acquire; within target area; URA & One-for-one replacement may apply.	Property use and marketing restrictions appl. Affordability restrictions as applicable to funding.

DOWN-PAYMENT /CLOSING COST ASSISTANCE	CDBG	0 % Deferred; HUD maximum loan amount (HOME); may include reasonable closing costs; loan deferment set by LC with Dept Director approval.	Household income at or below 80% AMI	50% Down-payment maximum;	Applicant must repay the loan if property is sold/transferred or violates the occupancy requirements
	HOME			100% Down-payment allowed; Max purchase price limits; min. loan \$1,000	
MINOR AND EMERGENCY HOME REPAIR LOANS	CDBG	Appraisal and credit report waived; Maximum loan amount 0% deferred set by dept policy; Max \$15,000 loan 0% deferred;	Owner-occupied with HH Income at or below 80% AMI. See exceptions for heirs.	Max. 1 dwelling unit; repairs for security, safety, energy efficiency, property blight, neighborhood improvement.	Applicant must repay the loan if property is sold/transferred or violates the occupancy requirements

EXHIBIT C

Summary of CHAP regulations updates:

This proposed change provides for flexibility in processing housing loans and grants and adapts the regulation to current market influences and clarifies regulatory requirements that are necessary to maximize the production of affordable housing and support owner occupancy using the HOME & CDBG grants funds for the Affordable Housing Programs.

Overview:

- a. Clarifies the various goals and uses of the HOME & CDBG funds to improve neighborhoods.
- b. Outlines the list of Goals that support available projects for homebuyers, homeowners and rental developers
- c. Ties the use of funds to the most current target areas described in the 5-year Consolidated Plan; the target area will continue to follow any future changes made to the 5-Year Consolidated Plan.

Chapter 1: Definitions—edited as needed for clarity and compliance with HUD policy.

- a. Affirmative Marketing Agreement – name changed to *Federal Property Use Restrictions and Agreement for Affirmative Marketing and HUD Compliance* per Loan Committee to match the revised document to clearly address compliance issues
- b. Community Development Corporation definition added
- c. David Bacon Act edited for policy differences based on HUD fund sources
- d. Fair market Rents--clarified
- e. HOME Rent Limits (not FMR) added; previously omitted
- f. Low-income, Very Low-income, Extremely Low-income, and Low-mod income definitions defined to avoid confusion when applying regulations
- g. Program Administrator added for clarity on who will take action
- h. Reconstruction definition added based on CDBG regulation
- i. Uniform Physical Conditions Standard (UPCS) since HUD is transitioning to this inspection protocol
- j. Uniform Relocation Act definition edited

Chapter 2: Eligibility

Owner-Occupied Loans

- Policy regarding legal heirs added to allow for proper disposition of a property following the death of a borrower
- Income chart unscrambled

Rental Property Loans

- Clarify that acquisition is allowed.

- Clarifies maximum and minimum assistance, as applicable by HUD regulations.
- Deleted duplicated information on leverage of public and private funds

ACQUISITION/REHABILITATION/DISPOSITION OF VACANT RESIDENTIAL PROPERTY

- Added details regarding any remaining affordability

ACQUISITION OF OCCUPIED RESIDENTIAL PROPERTY paragraph is added to provide a policy to acquire occupied rental property to maintain and increase our affordable housing inventory; especially LIHTC projects whose affordability is ending.

DOWN PAYMENT/CLOSING COSTS

- Added edits to comply with HUD regulations
- Generic housing inspection standards verbiage was added since HUD may change from using HQS to the UPCS inspection protocol in the future.
- Edited to accommodate different costs allowed between HOME and CDBG for DPA loans.

HOUSING COUNSELING

- Added “HUD-approved” counseling services due to changes in counselling qualifications by HUD.

MINOR & EMERGENCY HOME REPAIRS

- HUD allows various ownership models
- Adds a provision for heirs that may be taking the house following borrower’s death
- Clarifies the occupancy exceptions for loan committee to consider

Chapter 3: Funding limitations and Program Requirements

MAXIMUM LOAN AMOUNT

- Deletes reference to the 221(d)(3) maximum subsidy limits since HUD has replaced those limits with an alternate limit now.
- Clarifies that appraisal & equity analysis for emergency home repairs is not required.
- Clarifies the maximum subsidy for rentals; clarifies the requirement when 5-or more units are funded,
- Explains underwriting documentation for owner/contractors.
- Adds the HUD requirement for a one-for-one replacement when demolishing a low-income housing unit
- Rental Rehab/Loan Program Reserve Fund use is clarified to match current accounting usage

OTHER PROGRAM REQUIREMENTS

- Establishes the more competitive interest rate from the Commercial Loan Program to be more competitive with local lenders
- Adds a reference to CDC as a non-profit agency for rental housing.
- Requires that the compliance documents be recorded.

Chapter 4: Terms & Conditions

- a. Applies the revised interest rate
- b. Edits for clarity due to the Regulatory & Marketing Agreement change.
- c. Clarifies the 5-or more unit HUD occupancy requirements,
- d. Provides underwriting guidance for both Acquisition/Demolition projects, Acquisition of Occupied Residential Property projects, and Minor/Emergency Home Repair Loans

OTHER CONDITIONS FOR FINANCIAL ASSISTANCE

- a. DAVIS BACON—edited for HOME & CDBG project applicability
- b. Clarifies the Relocation Policy to include Section 104(d) HCD Act and tenant handout replaced with HUD brochure
- c. Added a new section regarding Occupancy Requirements to match HUD HOME and CDBG regulations.

TABLE 4 is updated and located as an Appendix at the end of the CHAP regulations

Chapter 5: Costs for rehab or new construction

Minor edits for clarity: added “re-construction” and included *permanent* relocation costs as eligible.

Chapter 6: Assurance of project Completion

No edits

Chapter 7: Processing of Loans

- a. Minor wording edit on escrowed funds

Chapter 8: Rent Regulation

- a. Minor edits regarding the New Federal Property Use Agreement and HIGH & LOW HOME Rents

Chapter 9: Program Contingency Funds

- a. Clarify the Loan Committee role in the approval of contingency funding for infrequent or unexpected causes.

Chapter 10—Resolution of Disputes

- a. Edit to include Minor and Emergency Repair disputes

Chapter 11: Protection of the City's interests

- a. Minor edits for clarity.

Chapter 12: Program Rules during a Declared Emergency

- a. No changes

MAP—DELETED—The CHAP now refers to the area described in the current City Council approved 5-year Consolidated Plan to avoid making changes in the CHAP if/when the Consolidated Plan area is changed.

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 11-22-22

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 288

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for the Jefferson Avenue Streetscape
2 improvement; accepting the bid of KCI Construction Company in the
3 amount of \$1,797,790 for said improvements; and authorizing the City
4 Manager, or his designee, to enter into a contract with such bidder.
5 _____
6

7 WHEREAS, KCI Construction Company is the lowest responsive and responsible
8 bidder for the Jefferson Avenue Streetscape, Plan No. 2020PW0011 (the "Project"); and
9

10 WHEREAS, the Project will provide streetscape improvements along Jefferson
11 Avenue between St. Louis Street and Walnut Street, as depicted on "Exhibit A," which is
12 attached hereto and incorporated herein by this reference, consisting of new signals at
13 St. Louis and Jefferson, signal modifications at both Walnut and Jefferson and at
14 McDaniel and Jefferson, ADA sidewalk improvements at the intersections, sidewalk
15 improvements along the east side of Jefferson, and storm water improvements; and
16

17 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
18 *Events* from October 13, 2022, to October 17, 2022. Bids were opened on November 8,
19 2022.
20

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

24 Section 1 – City Council hereby approves the plans and specifications for the
25 Jefferson Avenue Streetscape, Plan No. 2020PW0011, and accepts the bid of KCI
26 Construction Company for said Project, at the price and sum of \$1,797,790, except as
27 said sum may be lawfully increased or decreased by the actual quantities of work units
28 involved.
29

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

34
35 Section 3 – All workers performing work under the contract attached hereto as
36 “Exhibit B,” shall be paid a wage of no less than the prevailing hourly rate of wages for
37 work of a similar character in this locality or the public works contracting minimum wage,
38 whichever is applicable. Contractor shall fully comply with the provisions and
39 requirements of the Missouri State Prevailing Wage Law. Contractors and any
40 subcontractor performing work under this contract must provide a 10-hour OSHA
41 construction safety training program, or similar program approved by the Department of
42 Labor, for on-site employees, unless employees demonstrate they previously completed
43 the program.

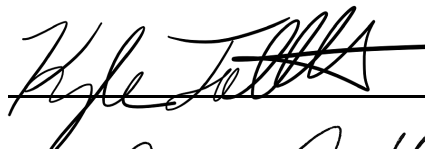
44
45 Section 4 – This Ordinance shall be in full force and effect from and after
46 passage.

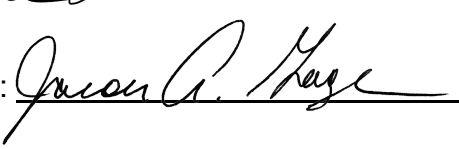
47
48 Passed at meeting: _____

49
50 _____
51 Mayor

52
53 Attest: _____, City Clerk

54
55 Filed as Ordinance: _____

56
57 Approved as to form: , Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022- 288

FILED: 11-22-22

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for Jefferson Avenue Streetscape, Plan No. 2020PW0011, accepting the bid of KCI Construction Company for construction of the Jefferson Avenue Streetscape project, as shown on attached Exhibit A, project location map, and authorizing the City Manager, or his designee, to enter into a contract (Exhibit B) with such bidder.

BACKGROUND INFORMATION: This project will provide streetscape improvements along Jefferson Avenue between St. Louis Street and Walnut Street. This project will consist of new signals at St. Louis and Jefferson and signal modifications at both Walnut and Jefferson and at McDaniel and Jefferson. The project also includes ADA sidewalk improvements at the intersections, sidewalk improvements along the east side of Jefferson and storm water improvements.

Bids were solicited for this project by advertising in the *Daily Events* from October 13, 2022, through October 17, 2022.

Bids were opened for the project at 10:30 a.m. on November 8, 2022, with the following bids received:

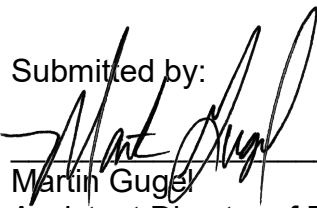
<u>Contractor</u>	<u>Bid Amount</u>
KCI Construction Company	\$1,797,790.00
Hunter Chase & Associates, Inc.	\$1,883,786.00
D & E Plumbing and Heating, Inc.	\$2,063,138.95
Engineer's Estimate	\$1,739,605.00

The bid for the project was 3.3% above the Engineer's Estimate. The low bid, if accepted, will be funded by the 1/4-Cent Capital Improvement Sales Tax and the 1/8-Cent Transportation Sales Tax from funds already budgeted. The project includes \$6,018 of work associated with removal of abandoned City Utilities gas infrastructure that will be reimbursed by City Utilities, reducing the City's cost to \$1,791,772.

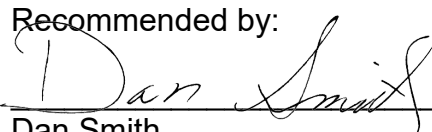
Supports the following City Council Priorities:

- Public safety
- Quality of Place
- Fiscal sustainability

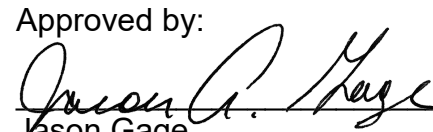
REMARKS: Public Works recommends acceptance of the bid of KCI Construction Company as the lowest responsible bid and passage of this Council bill.

Submitted by:


Martin Gugel
Assistant Director of Public Works

Recommended by:


Dan Smith
Director of Public Works

Approved by:


Jason Gage
City Manager

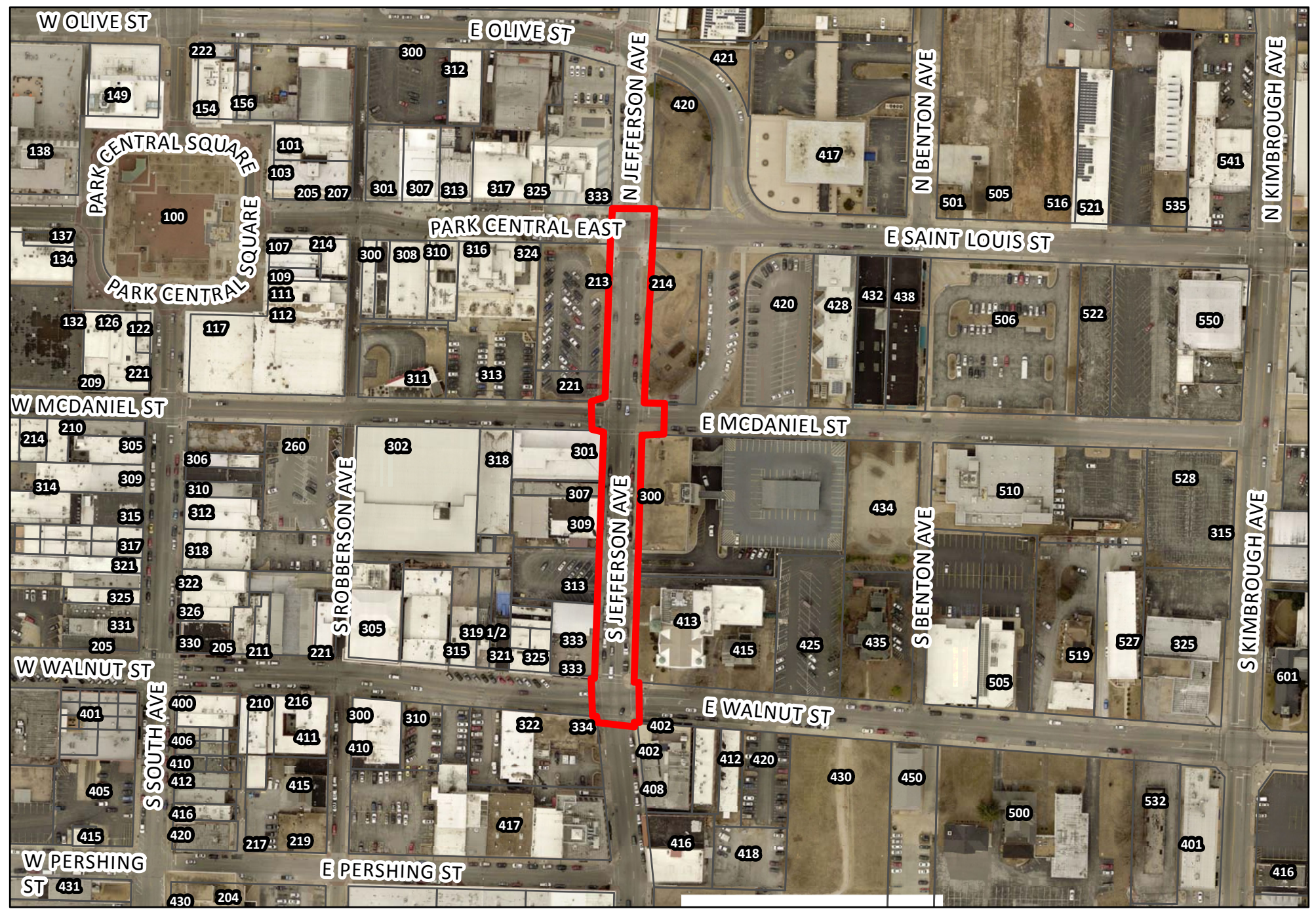


Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1969 FAX: (417) 864-1983 ATTN: ANGELA NELSON DEPT.: PUBLIC WORKS		NAME: KCI CONSTRUCTION COMPANY ADDRESS: 10315 LAKE BLUFF DRIVE ST. LOUIS, MO 63123 PHONE: 314-894-8888 FAX: 314-894-7418 ATTN: TOM HUSTER	

AGREEMENT

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

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

JEFFERSON AVENUE STREETScape 2020PW0011

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 180 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate

insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

- a. **Workers' Compensation**....Statutory coverage per RSMo 287.010 et seq
Employer's Liability..... \$1,000,000.00

b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City.

c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy.

d. **Subcontracts**. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

e. **Notice**. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of \$1,797,790.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and

material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

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

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

7. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of \$2,300 per day for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

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

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

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

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

12. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **One Million Seven Hundred Ninety-Seven Thousand Seven Hundred Ninety Dollars and No Cents (\$1,797,790.00)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

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

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

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

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

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo Section 105.450 et seq. shall not be violated.

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

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

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

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

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

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

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

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

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

24. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees, unless such employees hold documentation of prior completion of the program, within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

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

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

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

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

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

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

REVIEWED BY:

Assistant Director of Public Works or Acting Assistant

RECOMMENDED BY:

Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

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

Minority Owned c Women Owned c Veteran Owned c

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 11-22-22

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-289

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Section 2-92, known as the 'Salary
2 Ordinance,' relating to salary grades for various job titles within the
3 City service as contained in the Crafts, Trades and Labor Union
4 Schedule, the Fire Protection Union Schedule, and the
5 Professional, Administrative, and Technical Non-Union Schedule by
6 adding eleven (11) new job titles and deleting two (2) job titles; and
7 amending the Fiscal Year 2022-2023 budget to adjust the
8 authorized employee positions in the Department of Human
9 Resources and Department of Environmental Services by adding
10 one new Full Time Equivalent position to each respective
11 department.
12 _____

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

16
17 NOTE: **Bold** language is being added and ~~stricken~~ language is being deleted.

18
19 Section 1 – Springfield City Code, Section 2-92, known as the 'Salary
20 Ordinance,' relating to various salary grades for various job titles within the City service
21 as contained in the Classifications of the Crafts, Trades, and Labor Union Schedule is
22 hereby amended by adding the following job title:

23
24 Proposed Job Title and Salary Grade
25 (Title to be Added)

26
27 Classification:

Salary Grade:

28
29 **Solid Waste Operations Associate**

CTL-5

30
31 Section 2 – Springfield City Code, Section 2-92, known as the 'Salary
32 Ordinance,' relating to various salary grades for various job titles within the City service
33 as contained in the Classifications of the Fire Protection Union Schedule is hereby

amended by adding the following job title:

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

Classification:

Salary Grade:

Fire and Life Safety Specialist

FPS 4

Section 3 – Springfield City Code, Section 2-92, known as the ‘Salary Ordinance,’ relating to various salary grades for various job titles within the City service as contained in the Classifications of the Professional, Administrative, and Technical Non-Union Schedule is hereby amended by adding and removing the following job titles:

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

Classification:

Salary Grade:

Concessions Operations Assistant

PAT-5

Multimedia Specialist

PAT-5

Senior Multimedia Specialist

PAT-6

Senior Investigative Services Specialist

PAT-6

Senior Police Services Representative

PAT-6

Diversity Equity and Inclusion Specialist

PAT-7

Parks Web and Design Coordinator

PAT-7

Street and Sewer Construction Technician

PAT-7

Street and Sewer Construction Inspector

PAT-8

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

Classification:

Salary Grade:

~~Police Services Representative II~~

~~PAT-6~~

~~Street and Sewer Construction Inspector~~

~~PAT-7~~

Section 4 – The Fiscal Year 2022-23 budget of the City is hereby amended by changing the number of authorized job positions for the following departments by adding the listed full-time equivalent positions:

FTE Job Title

Department

1.0 Senior Human Resources Specialist

Human Resources

1.0 Solid Waste Operations Associate

Environmental Services (Solid Waste)

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

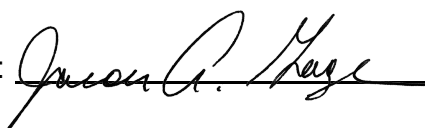
83 Passed at meeting: _____

84
85 _____
86 Mayor

87
88 Attest: _____, City Clerk

89
90 Filed as Ordinance: _____

91
92
93 Approved as to form:  _____, Assistant City Attorney

94
95
96 Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2022- 289

FILED: 11-22-22

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To amend the Springfield City Code, Section 2.92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Classifications of the Crafts, Trades, and Labor ("CTL") Union Schedule, Fire Protection ("FPS") Union Schedule, and the Professional, Administrative and Technical ("PAT") Non-Union Schedule by adding eleven (11) new job titles and deleting two (2) job titles; to amend the Fiscal Year 2022-2023 budget to adjust the authorized employee positions for the Human Resources Department and the Environmental Services Department ("Solid Waste") in accord with the addition of one new full-time equivalent ("FTE") position being added to each department.

BACKGROUND: This salary ordinance contains recommendations related to routine job title additions due to department organizational changes, completed job studies, and career ladder reviews, and updating existing job titles. Job title additions include: Solid Waste Operations Associate, CTL-5; Fire and Life Safety Specialist, FPS-4; Concessions Operations Assistant, PAT-5; Multimedia Specialist, PAT-5; Senior Multimedia Specialist, PAT-6; Senior Investigative Services Specialist, PAT-6; Senior Police Services Representative, PAT-6; Diversity Equity & Inclusion Specialist, PAT-7; Parks Web and Design Coordinator, PAT-7; Street and Sewer Construction Technician, PAT-7; and Street and Sewer Construction Inspector, PAT-8.

The salary ordinance includes deletions for job titles that will no longer be used if the new job titles listed above are approved. Job title deletions include: Police Services Representative II, PAT-6 and Street and Sewer Construction Inspector, PAT-7.

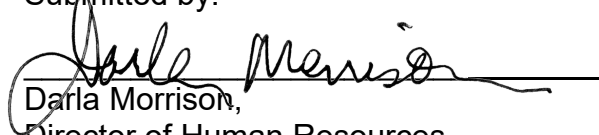
Additionally, one new full-time equivalent ("FTE") position of Solid Waste Operations Associate, CTL-5 is being recommended for the Environmental Services Department based on existing and long-term operational and service needs at the Yardwaste Recycling Center ("YRC"); and one new full-time equivalent ("FTE") position of Senior Human Resources Specialist, PAT-8 is being recommended for the Human Resources Department in the Employee Relations program area based on existing and long-term service needs.

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies. Fiscal Year 2023 costs for the new FTE in Environmental Services are approximately \$38,756. Fiscal Year 2023 costs for the new FTE in Human Resources are approximately \$43,000. All costs reflected herein are part of the recently adopted Annual Operating Budget for Fiscal Year 2023 with no new funds requested for this year as Environmental Services has existing funds available and Human Resources has existing salary savings to fund the new FTE position for this fiscal year. Full-year costs for the on-going funding for the new Environmental

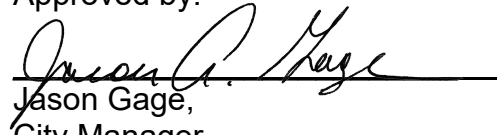
Services position for Fiscal Year 2024 are projected at \$66,438 and for the Human Resources position they are projected at \$77,807.

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

Submitted by:


Darla Morrison,
Director of Human Resources

Approved by:


Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 20
Filed: 11-22-22

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 290

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for the Sanitary Sewer Overflow Control
2 Program, Group 7 Public Sewer Rehabilitation – Open Cut Repairs
3 project; accepting the bid of Rosetta Construction, LLC, in the amount of
4 \$4,059,920 for the project; authorizing the City Manager, or his designee,
5 to enter into a contract for said project; and approving a budget
6 adjustment in the amount of the bid, plus a contingency, to amend the
7 Fiscal Year 2022-2023 budget of the Department of Environmental
8 Services Clean Water Enterprise Fund by appropriating reserves of said
9 fund in the amount of \$4,871,904.

10
11
12 WHEREAS, the City of Springfield, Missouri, ("City") entered into an Amended
13 Consent Judgment ("ACJ") with the Missouri Department of Natural Resources
14 ("MDNR") on or about May 15, 2012, pursuant to the Clean Water Act ("CWA"), and
15 pursuant to the ACJ, the City implemented a City wide Overflow Control Plan ("OCP") to
16 reduce sanitary sewer overflows ("SSOs"); and

17
18 WHEREAS, the City completed the first five years of the 10-year OCP plan,
19 gathered data and analyzed results of the completed work, the City then engaged in
20 Integrated Planning for the future and determined the need to adjust their investment
21 strategy in the OCP for ultimate results; and

22
23 WHEREAS, the City of Springfield, Missouri, entered into a 2nd ACJ with MDNR
24 on or about April 27, 2021. Pursuant to the CWA and the 2nd ACJ, the City created and
25 is implementing a Supplemental Overflow Control Plan ("SOCP"); and

26
27 WHEREAS, the SOCP includes both a public sewer rehabilitation program
28 (hereinafter known as "Group" projects) and a private sewer rehabilitation program
29 (hereinafter known as "Phase" projects) to reduce SSOs. The City has implemented
30 Group 1 through 6 of the Public Sewer Rehabilitation Program and is ready to
31 implement Group 7 Public Sewer Rehabilitation; and
32

33 WHEREAS, Group 7 Public Sewer Rehabilitation will require several contracts
34 for different types of public sewer rehabilitation, and the work to be performed with this
35 project is the Group 7 Public Sewer Rehabilitation – Open Cut Repairs (“Project”); and
36

37 WHEREAS, Rosetta Construction, LLC, is the lowest responsive and responsible
38 bidder for the Sanitary Sewer Overflow Control Program, Group 7 Public Sewer
39 Rehabilitation – Open Cut Repairs Project, with the low bid of \$4,059,920; and
40

41 WHEREAS, a twenty percent contingency of additional appropriated funds will
42 allow the City to benefit from the low bid and favorable unit prices of the Group 7 Public
43 Sewer Rehabilitation bid, to increase the quantity of work completed under this contract
44 in order to further the goals of the SOCP; and
45

46 WHEREAS, an amendment to the budget of the Department of Environmental
47 Services, for Fiscal Year 2022-2023, from the Clean Water Enterprise Fund has been
48 approved and recommended by the City Manager and by the Director of Environmental
49 Services.
50

51 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
52 SPRINGFIELD, MISSOURI, as follows, that:
53

54 Section 1 – City Council hereby approves the plans and specifications for the
55 Sanitary Sewer Overflow Control Program, Group 7 Public Sewer Rehabilitation – Open
56 Cut Repairs Project, a copy of which is on file with the City Clerk. A location map for the
57 project is attached hereto and incorporated herein by this reference as “Exhibit A.”
58

59 Section 2 - The City Manager, or his designee, is authorized on behalf of the City
60 of Springfield, Missouri, to accept the low bid of Rosetta Construction, LLC, in the
61 amount of \$4,059,920, for the Project at the price and sum set forth in said bid, plus a
62 twenty percent contingency as said sum may be lawfully increased or decreased by the
63 actual quantities of work units involved, and is hereby authorized to enter into an
64 agreement with said bidder, substantially similar to that document attached hereto and
65 incorporated herein by this reference as “Exhibit B,” for such work in accordance with
66 the terms of the bid, the plans, and the specifications.
67

68 Section 3 – All workers performing work under the agreement, attached hereto
69 as “Exhibit B,” shall be paid a wage of no less than the prevailing hourly rate of wages
70 for work of a similar character in this locality or the public works contracting minimum
71 wage, whichever is applicable. Contractor shall fully comply with the provisions and
72 requirements of the Missouri Prevailing Wage Law. Contractors and any subcontractor
73 performing work under the contract for this project must provide a 10-hour OSHA
74 construction safety training program, or similar program approved by the Department of
75 Labor, for on-site employees, unless employees demonstrate they previously completed
76 the program.
77

78 Section 4 – The budget of the Department of Environmental Services for the
79 Fiscal Year 2022-2023, is hereby amended in the accounts and amounts as shown on
80 Budget Adjustment No. 029, a copy of which is attached hereto and incorporated herein
81 by reference as “Exhibit C.”
82

83 Section 5 – City Council hereby finds that the budget adjustment described
84 herein has been recommended by the City Manager.
85

86 Section 6 – The City Manager is directed to cause the appropriate accounting
87 entries to be made in the books and records of the City.
88

89 Section 7 – This Ordinance shall be in full force and effect from and after
90 passage.
91

92 Passed at meeting: _____
93

94 _____
95 Mayor
96

97 Attest: _____, City Clerk
98

99 Filed as Ordinance: _____
100

101 Approved as to form: John Millington, Assistant City Attorney
102

103
104
105 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2022- 290

FILED: 11-22-22

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: Approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 7 Public Sewer Rehabilitation – Open Cut Repairs project; accepting the bid of Rosetta Construction, LLC, for the project; authorizing the City Manager, or his designee, to enter into a contract for said project; and approving a budget adjustment to amend the Fiscal Year 2022-2023 budget of the Department of Environmental Services Clean Water Enterprise Fund in the amount of \$4,871,904 by appropriating reserves of said fund.

BACKGROUND:

1. Special Ordinance 26047 passed by City Council on May 7, 2012, authorized the City to enter into an Amended Consent Judgement (“ACJ”) with the Missouri Department of Natural Resources (“MDNR”) to address issues concerning the Clean Water Act (“CWA”). This ACJ was approved by the Greene County Circuit Court on May 15, 2012.
2. A requirement of the ACJ was to submit for MDNR approval, a long term, Overflow Control Plan (“OCP”) designed to address the City’s aging sewer infrastructure. The City’s proposed OCP was approved by MDNR on or about May 1, 2015.
3. The City successfully completed the first 5 years of the 10-year OCP plan. Results of the completed work was analyzed within the context of the City’s Integrated Plan for the Environment. The analysis allowed the City to see the efficacy of the work performed and the need to adjust their investment strategy for optimal results. Special Ordinance 27480 passed by City Council on April 5, 2021, authorized the City to enter into a 2nd ACJ with MDNR to extend the compliance schedule and meet its regulatory obligations under the 2nd ACJ while providing a predictable sewer rate structure for the next 15 years.
4. As required by the 2nd ACJ and approved by the SOCP, the Group 7 Sewer Rehabilitation project continues rehabilitation work on the collection system that was originally done under the Early Action Program (“EAP”). This work involves rehabilitation of several older sewer basins containing vitrified clay pipe that have an identified history of large inflow and infiltration problems contributing to potential sanitary sewer overflows. This rehab allows the City to reduce the amount of flow caused by inflow and infiltration, thereby creating more capacity in the existing system. By rehabilitating the sewer system, the City can reduce the substantially higher cost of increasing capacity in the collection system and at the treatment plants.

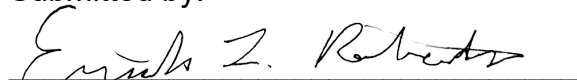
5. Plans, specifications, and a cost estimate have been prepared by the Department of Environmental Services and are on file in the Director's office.
6. The project was advertised in *The Daily Events* on October 10, 2022, through October 15, 2022.
7. Bids were opened in the Busch Building, Conference Room 106, on November 1, 2022, at 10:00 a.m. The following bids were received:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Rosetta Construction, LLC	\$4,059,920
D & E Plumbing & Heating, Inc.	\$4,478,500
Bennett, Inc.	\$4,978,500
Engineer's Estimate	\$5,739,629

8. It is recommended that the City enter into a contract with Rosetta Construction, LLC for \$4,059,920, and to establish an approximate 20 percent contingency of additional funds for possible change orders.
9. This project will be funded by the reserves of the Department of Environmental Services Clean Water Enterprise Fund and are being budgeted by this council bill.

REMARKS: Environmental Services recommends passage of this Council bill and budget adjustment.

Submitted by:



Erick Roberts

Assistant Director of Environmental Services

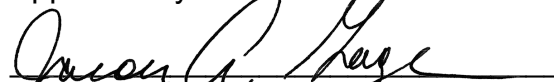
Recommended by:



Erin Kemper, P.E.

Director of Environmental Services

Approved by:

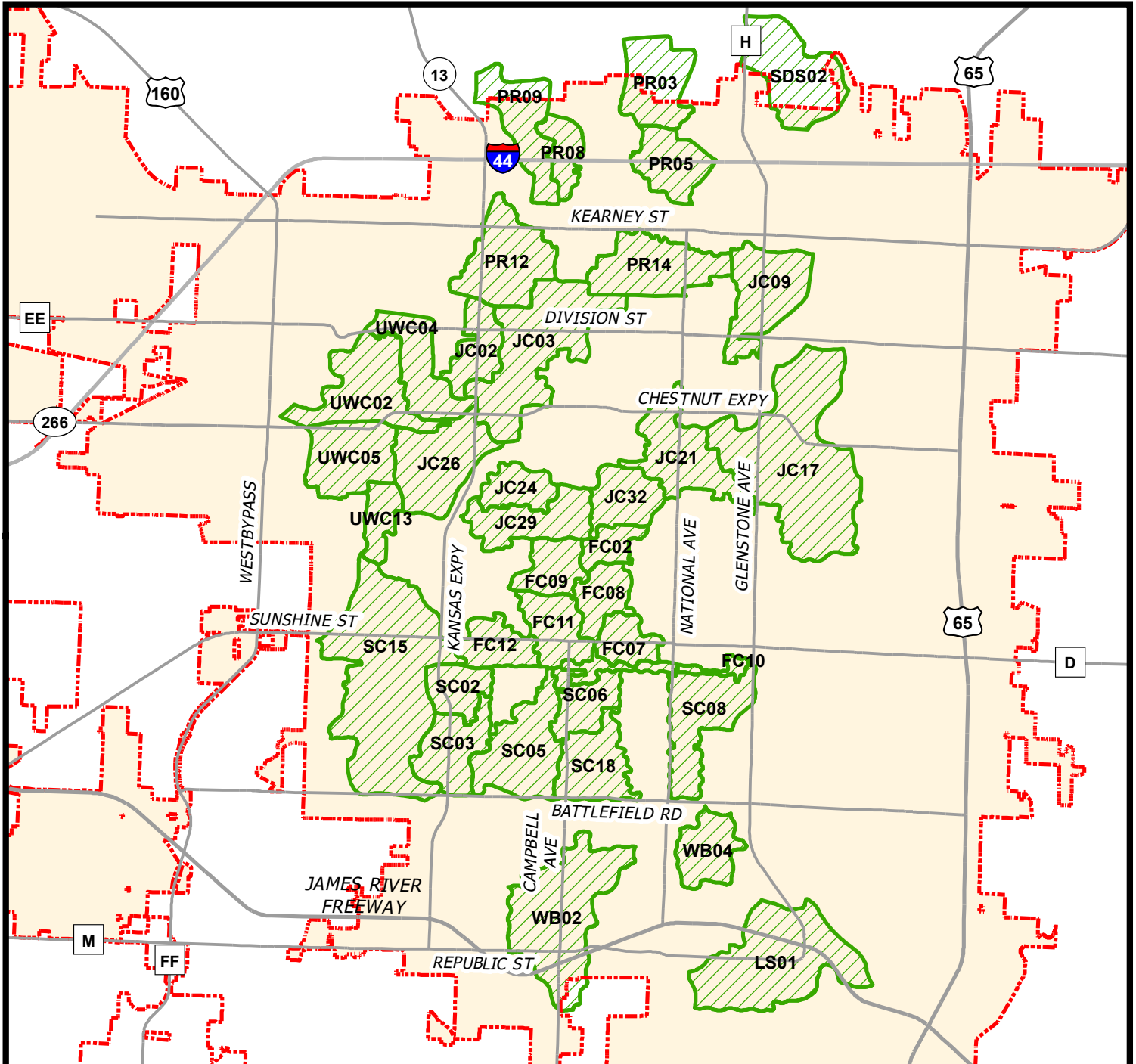


Jason Gage

City Manager



SPRINGFIELD, MISSOURI SANITARY SEWER OVERFLOW CONTROL PROGRAM GROUP 7 PUBLIC SEWER REHABILITATION - Open Cut Repairs



Legend

- Major Streets/Highways
- Sanitary Sewer Sub-basins with Group 7 Rehab
- City Limit Boundary
- City of Springfield Area

Sanitary Sewer Sub-basin Labels

FC02 - Fassnight Creek Sub-basin 2	JC26 - Jordan Creek Sub-basin 26	SC06 - South Creek Sub-basin 6
FC07 - Fassnight Creek Sub-basin 7	JC29 - Jordan Creek Sub-basin 29	SC08 - South Creek Sub-basin 8
FC08 - Fassnight Creek Sub-basin 8	JC32 - Jordan Creek Sub-basin 32	SC15 - South Creek Sub-basin 15
FC09 - Fassnight Creek Sub-basin 9	LS01 - Lake Springfield Sub-basin 1	SC18 - South Creek Sub-basin 18
FC10 - Fassnight Creek Sub-basin 10	PR03 - Pea Ridge Sub-basin 3	SC20 - South Creek Sub-basin 20
FC11 - Fassnight Creek Sub-basin 11	PR05 - Pea Ridge Sub-basin 5	SDS02 - South Dry Sac Sub-basin 2
FC12 - Fassnight Creek Sub-basin 12	PR08 - Pea Ridge Sub-basin 8	UWC02 - Upper Wilson Creek Sub 2
JC02 - Fassnight Creek Sub-basin 2	PR09 - Pea Ridge Sub-basin 9	UWC04 - Upper Wilson Creek Sub 4
JC03 - Jordan Creek Sub-basin 3	PR12 - Pea Ridge Sub-basin 12	UWC05 - Upper Wilson Creek Sub 5
JC09 - Jordan Creek Sub-basin 9	PR14 - Pea Ridge Sub-basin 14	UWC13 - Upper Wilson Creek Sub 13
JC17 - Jordan Creek Sub-basin 17	SC02 - South Creek Sub-basin 2	WB02 - Ward Branch Sub-basin 2
JC21 - Jordan Creek Sub-basin 21	SC03 - South Creek Sub-basin 3	WB04 - Ward Branch Sub-basin 4
JC24 - Jordan Creek Sub-basin 24	SC05 - South Creek Sub-basin 5	

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:	
<u>CITY</u>		<u>CONTRACTOR</u>	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. Box 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1928 FAX: (417) 864-1918 ATTN: C. MIKE DeLONG, P.E. DEPT.: ENVIRONMENTAL SERVICES		NAME: ROSETTA CONSTRUCTION, LLC ADDRESS: PO Box 14024 SPRINGFIELD, MO 65814 PHONE: (417) 886-2094 ATTN: VICTOR ROSETTA	

AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2022, is by and between City of Springfield, Missouri (herein called Owner) and Rosetta Construction, LLC (herein called Contractor).

WHEREAS, the City of Springfield, Missouri entered into an Amended Consent Judgment (ACJ) with the Missouri Department of Natural Resources (MDNR) on or about May 12, 2012, pursuant to the Clean Water Act (CWA); and

WHEREAS, pursuant to the ACJ, the City is implementing a City wide Overflow Control Plan (OCP) to reduce sanitary sewer overflows (SSOs); and

WHEREAS, the OCP includes both a public sewer rehabilitation program (known as 'Group' projects) and a private sewer rehabilitation program (known as 'Phase' projects) to reduce SSOs; and

WHEREAS, the City has implemented Groups 1 through 6 of the public sewer rehabilitation and is ready for Group 7 Public Sewer Rehabilitation; and

WHEREAS, Group 7 Public Sewer Rehabilitation will require several agreements to contract for different types of public rehabilitation, including but not limited to, agreements for 1) cleaning, CCTV and CIPP; 2) open-cut repair and/or rehabilitation of defects found in sewer mains and lateral connections; 3) trenchless repair and/or rehabilitation of defects found in lateral connections; 4) manhole rehabilitation; 5) grouting sewer main joints, manholes and lateral connections; and 6) pipe bursting.

NOW THEREFORE, the Owner and Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1 – WORK.

The Work to be performed pursuant to this Agreement is **Group 7 Public Sewer Rehabilitation Project – Open Cut Repairs** (hereinafter 'Group 7' or 'Group 7 Public Rehab' or 'Agreement') with the proposed initial batch of work included in the bid documents. Batch Order No. 1 will be issued with the notice to proceed, after the Agreement is fully executed. All subsequent work areas will be grouped by the Owner into batches of work based on common location. The batches will be issued to the Contractor, as needed and subject to annual appropriations, as work progresses in Group 7. The batches include generally Vitrified Clay Pipe (VCP) and Reinforced Concrete Pipe (RCP). The proposed main sewer schedule for the Proposed Batch Order No. 1 is attached hereto as Exhibit A. Work location maps will be provided with each issued batch of work.

The work to be performed pursuant to this agreement will include:

- a) Open excavation of main line point repairs on sanitary sewer main ranging from 8-inch to 24-inch diameter and ranging in depth from 4 feet to greater than 20 feet deep. The majority of the main line point repairs will occur on mains of 8 inches to 12 inches in diameter.
- b) Open excavation of lateral connection repairs on sanitary sewer main ranging from 8-inch to 24-inch diameter and ranging in depth from 4 feet to greater than 20 feet deep. The majority of the lateral connection repairs will occur on mains of 8 inches to 12 inches in diameter.
- c) Open excavation to construct new 4-ft (ID) manholes or replace existing manholes on existing mains ranging from 8-inch to 24-inch diameter and ranging in depth from 4 feet to greater than 20 feet deep. The majority of manhole locations will occur on mains of 8 inches to 12 inches in diameter.

ARTICLE 2 – Intentionally left blank

ARTICLE 3 - CONTRACT TIMES, LIQUIDATED DAMAGES, DELAYS AND DAMAGES, DELAY COMPENSATION.

3.01. Time is of the Essence.

A. All time limits for Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02. Contract Times.

A. The Contract Times shall be as indicated in the Contractor's Bid Form. The work shall be substantially completed, subject to annual appropriation, on or before the date indicated in the Contractor's Bid, and completed and ready for final payment in accordance

with Paragraph 14.07.B of the Standard General Conditions on or before the date indicated in the Contractor's Bid.

3.03. Liquidated Damages.

A. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the Standard General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the following amounts for each day that expires after the times specified in Paragraph 3.02 for Substantial Completion until the Work is substantially completed. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by Owner, Contractor shall pay Owner the following amounts for each day that expires after the times specified in Paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment. The following Liquidated Damages shall apply to the Base Bid Work and all Additive Alternatives selected by the Owner.

<u>Item</u>	<u>Liquidated Damages, Per day</u>
Substantial Completion of the Work	\$3,000
Completion of all Work	\$500

B. The liquidated damages set forth herein shall not be cumulative. If Substantial Completion of the Work is not met within the time specified for final completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the Work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.

C. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.

3.04. Delays and Damages.

A. In the event Contractor is delayed in the prosecution and completion of the Work because of any delays caused by Owner or Engineer and, except as set forth in Paragraph 4.01 of the Standard General Conditions, Contractor shall have no claim against Owner or

Engineer for damages or contract adjustment other than an extension of the Contract Times and the waiving of liquidated damages during the period occasioned by the delay.

B. Delay compensation will not be paid for delays due to weather conditions, strikes, shortages of materials, acts of God, acts or neglect by utility owners or other contractors, or other reasons that are not within Owner's control.

ARTICLE 4 – CONTRACT PRICE.

4.01. Owner shall pay Contractor in current funds, for completion of the Work designated in Article 1 in accordance with the Contract Documents, an amount equal to the sum of the cash allowance and contingency allowance (Article 8 of this contract) and established unit price for each separately identified item of Unit Work times the estimated quantity of that item as indicated in the Contractor's Bid, for the total amount, not to exceed; **Four Million Fifty-Nine Thousand Nine Hundred Twenty dollars (\$4,059,920.00).**

As provided in Paragraph 11.03 of the Standard General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in paragraph 9.07 of the Standard General Conditions. Unit prices have been computed as provided in Paragraph 9.07 of the Standard General Conditions.

ARTICLE 5 – PAYMENT PROCEDURES.

5.01. Submittal and Processing of Payments.

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the Standard General Conditions. Applications for Payment will be processed by Engineer as provided in the Standard General Conditions.

5.02. Progress Payments; Retainage.

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 10th day of each month during performance of the Work. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values established in Paragraph 2.07.A of the Standard General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values or cost loaded Progress Schedule, as provided in Division 1, General Requirements.

B. Prior to Substantial Completion, Owner will retain from progress payments, until payment is due under the terms and conditions governing final payments, amounts as follows:

1. Retention of five (5) percent of payments authorized until the Work completed.

2. If the City or the Engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.
3. Retainage will be five (5) percent of the value of materials and equipment that are not incorporated in the Work but are delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in Paragraph 14.02.A.1 of the Standard General Conditions. Stored materials and equipment retainage will be released when the materials and equipment are incorporated in the Work.

C. Upon Substantial Completion, Owner may release a portion of the retainage to Contractor, retaining at all times an amount sufficient to cover the cost of the Work remaining to be completed.

D. The reduction or termination of additional retainage will not be initiated at any time if the Work is behind schedule; and, subsequent to reducing retainage, the full retainage of payments authorized may be reinstated any time the Work falls behind schedule.

5.03. Final Payment.

A. Upon completion and acceptance of the Work in accordance with Paragraph 14.07.A of the Standard General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 14.07.B.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS.

6.01. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including insurance requirements.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the Standard General Conditions and reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the Standard General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including application of the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Drawings, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - Intentionally left blank

ARTICLE 8 – CONTRACT DOCUMENTS.

A. The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

1. This Agreement.
2. Performance and Payment Bonds.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications.
6. Owner's Bidding Forms, Contracting Forms, and Conditions of the Contract listed in the Table of Contents.

7. GIS drawings/maps consisting of 8 ½ x 11 sheets from Owner's Geographical Information System Database with each sheet bearing the following general title:

GROUP 7 – Open Cut Repairs

8. Addendum No. 1.
9. Exhibits to this Agreement, enumerated as follows:
 - a. Contractor's Bid.
 - b. Notice to Proceed.
 - c. Statement of Bidder's Qualifications
10. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.

B. Intentionally left blank

C. The Contract Documents may be amended, modified, or supplemented only as provided in Paragraph 3.04 of the Standard General Conditions.

ARTICLE 9 – MISCELLANEOUS.

9.01. Terms.

A. Terms used in this Agreement will have the meanings indicated in the Standard General Conditions and Supplementary Conditions.

9.02. Assignment of Contract.

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03. Successors and Assigns.

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04. Severability.

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05. Business Addresses.

A. The business address of Contractor given herein and the address of Contractor's office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communication to Contractor will be mailed or delivered. The address of Owner appearing herein is hereby designated as the place to which all notices, letters, and other communication to Owner shall be mailed or delivered. Either party may change its address at any time by an instrument in writing delivered to Engineer and to the other party.

9.06 Conflict of Interest.

A. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

9.07 Prevailing Wages.

A. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established by the Department of Labor and Industrial Relations of the State of Missouri. At any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the Owner one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract. **Contractor shall indemnify and hold the Owner harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Agreement or any subcontract, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.**

9.08 Occupational License.

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

9.09 Employment of Unauthorized Aliens (E-Verify).

A. Pursuant to Section 285.530, RSMo., Contractor and its subcontractors, shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by "E-Verify", its enrollment and participation in a federal work authorized program with respect to the employees working in connection with contracted services. Further, Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such a contractor or subcontractor contracts with its direct subcontractor with its direct subcontractor who violates subsection 1 of section 285.520, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

9.10 Assignment.

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

9.11 Nondiscrimination.

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

- 1. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- 2. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against**

qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

9.12 Nonresident/Foreign Contractors.

A. The Contractor shall procure and maintain during the life of this contract:

1. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.
2. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

9.13 Safety Training.

A. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors.

9.14 Affidavit for Contracts Over \$5,000.00.

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

9.15 Compliance with Laws.

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

9.16 Entire Agreement.

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

9.17 Jurisdiction.

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

9.18 General Independent Contractor Clause.

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

9.19 Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act).

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

9.20 Liability and Indemnity.

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

B. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for

relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

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

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

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

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

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

9.21 Attorney Fees.

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor, Surety, and Engineer.

REVIEWED BY:

Assistant Director of Environmental Services or Acting Assistant

RECOMMENDED BY:

Director of Environmental Services or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM:

City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

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

Minority Owned ☐ Women Owned ☐ Veteran Owned ☐

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
029

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
53020	08	33520	509110	000000	00000	\$ 4,871,904	Sanitary Sewer Overflow Control Program - Group 7 Public Sewer Rehabilitation - Open Cut Repairs
Net Expenditure Adjustment						\$ 4,871,904	

Fund Balance Appropriation:

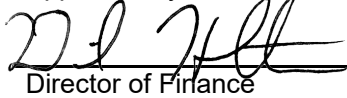
Fund	Title	Amount
53020	Clean Water Improvement Fund	(4,871,904)

Explanation: To amend the FY2022-23 budget of the Department of Environmental Services by appropriating fund balance reserves of \$4,871,904 from the Clean Water Enterprise Fund for the Sanitary Sewer Overflow Control Program Group 7 Public Sewer Rehabilitation, Open Cut Repairs.

Requested By:

 11-22-22
Department Head Date

Approved By:

 11-22-22
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2022-290
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 24
Filed: 11-22-22

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 291

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Contract of
2 Obligation with the Missouri Department of Natural Resources
3 whereby the City agrees to financially secure the future closure and
4 post-closure care of all currently active and previously completed
5 portions of the City's Noble Hill Sanitary Landfill.
6
7 _____

8 WHEREAS, the City of Springfield has both closed and active sanitary landfills that
9 are subject to environmental closure and post-closure requirements by Missouri state
10 statutes; and
11

12 WHEREAS, pursuant to Missouri state statutes the City must provide a financial
13 assurance instrument, or Contract of Obligation, to Missouri Department of Natural
14 Resources ("MoDNR") that affirms and accepts the financial obligations of closure and
15 post-closure; and
16

17 WHEREAS, each year, the Contract of Obligation is revised to reflect the
18 changing cost of the environmental closure and post-closure obligations.
19

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

23 Section 1 – The City Manager, or his designee, is hereby authorized to enter
24 into a Contract of Obligation with the Missouri Department of Natural Resources
25 ("MoDNR"), said agreement to be substantially in form and content as "Exhibit A" which
26 is attached hereto and incorporated herein by this reference.
27

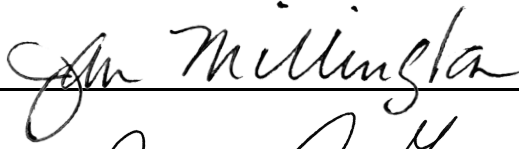
28 Section 2 – This Ordinance shall be in full force and effect from and after
29 passage.
30

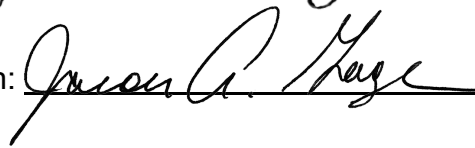
31 Passed at meeting: _____
32

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2022-291

FILED: 11-22-22

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To authorize the City Manager, or his designee, on behalf of the City, to enter into an amended Contract of Obligation ("Exhibit A"), with the Missouri Department of Natural Resources ("MoDNR"), whereby the City agrees to financially secure the future closure and post-closure care of all currently active and previously completed portions of the City's Sanitary Landfill.

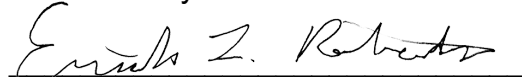
BACKGROUND INFORMATION: In accordance with applicable state and federal solid waste regulations, the City is required to submit and maintain a Financial Assurance Instrument ("FAI") acceptable to the MoDNR, to secure the future closure and post-closure care of all currently active and previously closed solid waste disposal areas within the City's permitted Sanitary Landfill. The FAI must also be amended periodically to account for the effects of inflation and any changes to operational costs previously calculated and approved engineering cost estimates. State regulations also permit a city or county to submit and amend a Contract of Obligation to satisfy this requirement.

On January 24, 2022, City Council adopted Special Ordinance 27631 authorizing the City Manager to enter into an amended Contract of Obligation in the amount of \$16,049,218 to secure the future closure and post-closure care of all currently approved disposal areas of the Sanitary Landfill. The City's Contract of Obligation is secured by a pledge of future city sales tax reserves, if necessary, for this purpose.

For the current year, the Solid Waste Management Division ("SWMD") proposes to amend the Existing FAI Contract of Obligation by adding \$1,233,598 to account for the effects of inflation to the end of the second quarter 2022 and increases in leachate disposal costs.

REMARKS: As presented in the attached letter report, "Exhibit B" from SCS ENGINEERS dated August 30, 2022, the net effect of this proposed amendment will be to increase the City's current liability for landfill closure and post-closure care by \$1,233,598 to \$17,282,816. These cost estimates have been reviewed and accepted by the staff of the Solid Waste Management Division and the Finance Department.

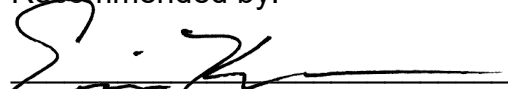
Submitted by:



Erick Roberts

Asst. Director of Environmental Services

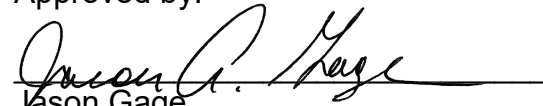
Recommended by:

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

Erin Kemper

Director of Environmental Services

Approved by:

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

Jason Gage

City Manager

Exhibit A

CONTRACT OF OBLIGATION

THIS AGREEMENT is made and entered into by and between the City of Springfield, Missouri, hereinafter referred to as City, and the Department of Natural Resources, hereinafter referred to as MoDNR.

WHEREAS, the City has submitted a permit application for the construction, operation and maintenance of a solid waste disposal area to MoDNR pursuant to the requirements of sections 260.200 to 260.345, RSMo, the Missouri Solid Waste Management Law (Law) and the rules promulgated thereunder; and

WHEREAS, pursuant to the Missouri Solid Waste Management Rules, 10 CSR 80-2.030(4)(D) 7., a municipality or county may execute a "Contract of Obligation" (CO) to satisfy the requirements for a Financial Assurance Instrument (FAI) in applying for a permit to operate a solid waste disposal area.

NOW THEREFORE, in consideration of the issuance of Permit No. 107704 by MoDNR to the City for the operation of a solid waste disposal area and in consideration of the mutual covenants contained herein, MoDNR and the City hereby agree as follows:

1. The City is hereby bound unto MoDNR in the sum of \$17,282,816 and hereby authorizes the Director of MoDNR, or designee, to collect said sum from any funds being disbursed or to be disbursed by the state of Missouri to the City, upon failure of the City to close and/or provide post-closure care for the solid waste disposal area in accordance with the requirements of the Law, the regulations duly promulgated thereunder and the approved closure and or post-closure plans.
2. Should MoDNR find that the City has failed to properly close and/or provide post closure care for the solid waste disposal area, MoDNR shall notify the City of such finding and pursuant to 260.235, RSMo, shall afford the opportunity for administrative and judicial review of such findings.
3. The City hereby authorizes the Director of the Department of Revenue and the State Treasurer to withhold from any funds being disbursed or to be disbursed by the state of Missouri to the City, the sum of \$17,282,816 upon receiving notice from the Director of MoDNR of the City's failure to properly close and/or provide post closure care for the solid waste disposal area.
4. This contract shall terminate upon written notice from MoDNR that the City is released from the requirements for a Financial Assurance Instrument for closure and/or post-closure care, as required by the Law and the rules promulgated thereunder.
5. If the City desires to terminate this contract prior to completing proper closure and/or post-closure for the solid waste disposal area it must:

- (a) Send a notice of termination in writing, addressed and delivered to the MoDNR, 120 days before the termination will occur; and
- (b) Post with the MoDNR an acceptable alternative Financial Assurance Instrument, as provided for by the Law or by any rules adopted pursuant to the Law within 90 days after the notice of termination is received by the department; and
- (c) Receive a written acknowledgment from MoDNR of receipt by MoDNR of an acceptable alternative Financial Assurance Instrument. If the City does not provide an acceptable alternative Financial Assurance Instrument within the time limit specified above, this contract shall remain in effect until terminated as specified in 4 of this contract.

6. The City has by ordinance, attached hereto as Attachment A, and which by this reference is incorporated herein, and expressly made a part of this agreement authorized the signatory hereof to execute this contract of obligation and bind the City to the terms thereof.

7. The effective date of this contract is the date this contract is signed by the Director of the Missouri Department of Natural Resources.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

CITY OF SPRINGFIELD, MISSOURI

MISSOURI DEPARTMENT OF
NATURAL RESOURCES

BY: _____
City Manager or his/her designee

BY: _____
Director

DATE: _____

DATE: _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

August 30, 2022
File No. 27221318.02

Exhibit B

Mr. Shawn Muenks, P.E.
Special Projects Unit Chief
Waste Management Program
P.O. Box 176, Jefferson City, MO 65102

Subject: City of Springfield Noble Hill Sanitary Landfill
2022 Closure and Post-Closure Cost Estimate Update

Dear Mr. Muenks:

On behalf of the City of Springfield, SCS Engineers has updated and is submitting the City's closure and post-closure financial assurance instrument (FAI) documents. Please find attached a letter which summarizes the changes in costs since last year along with the referenced documents.

Please contact Bret Clements at 913-749-0711 or at bclements@scsengineers.com if you have questions or comments.

Sincerely,



Paul Migwi
Project Engineer
SCS Engineers



Bret Clements, P.E.
Senior Project Manager
SCS Engineers

PKM/BHC

cc: Erick Roberts, City of Springfield
Doug Durrington, City of Springfield



August 30, 2022
File No. 27221318.02

Mr. Erick Roberts
City of Springfield
Department of Environmental Services
Solid Waste Division
290 East Central Street
Springfield, Missouri 65802

Subject: City of Springfield Noble Hill Sanitary Landfill
2022 Closure and Post-Closure Cost Estimate Update

Dear Mr. Roberts:

This letter provides the revised closure and post-closure cost estimates updated for use in funding the City's financial assurance instrument (FAI) for the Noble Hill Sanitary Landfill as required by Missouri Solid Waste Regulations. Included are the updated Closure and Post-Closure Cost Worksheets for the landfill and the revised costs supporting documents. The total cost has been adjusted for inflation since the August 2021 update.

To adjust for inflation, the most recently published Implicit Price Deflator (IPD) for the Gross Domestic Product as determined by the U.S. Department of Commerce was used as required by Missouri Solid Waste Regulations. The most recently published IPD is for the **2nd Quarter of 2022 (IPD = 126.312)**. The 2nd Quarter 2004 IPD was used as the base (IPD = 84.569). A copy of the IPD table is included as an attachment to this letter. The revised cost estimates are as follows.

Revisions to the Landfill Affecting FAI Since Last Year

Leachate Treatment Cost: Increased from \$0.00503/gal to \$0.00512/gal.

Copies of the waste water treatment costs memorandums that document updated rates are included as an attachment to this letter.



CLOSURE AND POST-CLOSURE COST ESTIMATE UPDATE SUMMARY

To update the 2004 costs to current dollars, the percent change multiplier was calculated by dividing the 2nd quarter 2022 IPD by the 2nd quarter 2004 IPD. The calculations are provided in the table below.

Description	Total Cost (2004 Dollars)	Implicit Price Deflator			FAI Obligation (2022 Dollars)
		2004 (Q2)	2022 (Q2)	% Change Multiplier	
Closure	\$7,571,235.27	84.569	126.312	1.4936	\$11,308,397.00
Post-Closure	\$4,000,012.50	84.569	126.312	1.4936	\$5,974,418.67
Total	\$11,562,837.30				\$17,282,815.67

Total Cost (2004 Dollars) referenced from the attached Missouri Department of Natural Resources (MDNR) worksheets. IPDs referenced from the Bureau of Economic Analysis Table 1.1.9 Implicit Price Deflators for Gross Domestic Product Last Revised on August 25, 2022.

Based on the updated costs, the City's FAI should be adjusted to reflect the revised closure and post-closure cost estimate total. The August 2021 approved cost estimate was \$16,049,219; therefore, the new FAI total must be increased by \$1,233,597.67 to \$17,282,815.67.

SCS Engineers appreciates the opportunity to continue providing solid waste engineering services to the City of Springfield. Should you have questions or would like more information, please do not hesitate to call us at (913) 749-0711.

Sincerely,



Paul Migwi
Project Engineer
SCS Engineers



Bret Clements, P.E.
Senior Project Manager
SCS Engineers

PKM/BHC

cc: Doug Durrington, City of Springfield

Mr. Erick Roberts
2022 Closure and Post-Closure Cost Estimate Update
August 30, 2022
Page 3

Attachments: Closure and Post-Closure Cost Estimate Worksheets
Implicit Price Deflator Table
Waste Water Treatment Costs Memorandums
Drawing 1 – Proposed Active GCCS Components Necessary to Close Landfill

Closure and Post-Closure Cost Estimate Worksheets



MISSOURI DEPARTMENT OF NATURAL RESOURCES
SOLID WASTE MANAGEMENT PROGRAM
CLOSURE AND POST-CLOSURE COST WORKSHEET

THIS WORKSHEET IS ONLY REQUIRED FOR THOSE FACILITIES THAT ACCEPT WASTE AFTER JAN. 1, 2004. OTHERS MAY USE THE WORKSHEET IF THEY CHOOSE.

DATE AUGUST 30, 2022		NAME OF FACILITY CITY OF SPRINGFIELD NOBLE HILL SANITARY LANDFILL		PERMIT NUMBER 107704	
TOTAL PERMITTED ACREAGE (INCLUDING UNDEVELOPED AREAS)		TOTAL ACREAGE WITH WASTE IN PLACE (INCLUDING OFFICIALLY CLOSED AREAS)		TOTAL ACREAGE WITH OFFICIAL CLOSURE APPROVAL	
SUBTITLE D 93.08	NON-SUBTITLE D 119.87	SUBTITLE D 32.87	NON-SUBTITLE D 119.87	SUBTITLE D 0	NON-SUBTITLE D 12.16
1. How many acres is this financial assurance instrument intended for? acres for closure 140.58 acres for post-closure 152.74					
2. Description of area (cell number, etc.) NOBLE HILL, CELL 1, NORTH RAVINE, COMPOUND CELL, SOUTH RAVINE PHASE 1 & 2, CELL 2 PHASE 1 & 2					
3. What is the approved final cover system design? ☒ Subtitle D: one foot of compacted clay overlain with a geomembrane, a drainage layer and two feet of vegetative soil. ☒ Standard soil cover: two feet of compacted clay overlain with one foot of vegetative soil. (If your facility has both subtitle D and non-subtitle D areas, separate worksheets are advisable for these areas to avoid confusion.)					
4. Has an easement been granted to the Missouri Department of Natural Resources for access to and use of the borrow material for cap construction? ☒ Yes ☐ No					
5. What is the average round-trip distance from the landfill (or phase) to the borrow area? Round trip distance should be to the nearest ½ mile if less than five miles. If more than five miles, round trip distance should be to the nearest mile. If the department does not have an easement to the borrow area, the round trip haul distance is assumed to be 10 miles. 2 miles					
6. What is the approximate volume of soil remaining in the borrow area? 1822859 Clay (cubic yards) 733000 Vegetative soil (cubic yards)					
7. What is the approved gas control system design? ☒ Active extraction system ☐ Passive venting system ☐ No gas control system If you have an active extraction system, check the appropriate box. ☐ a. Required to control gas migration ☒ b. Required under NSPS ☐ c. Required by other agency (city, county, etc.) ☐ d. Specified only by design engineer If you check box "d", is any part of the active gas system constructed at this time? ☐ Yes ☐ No If yes, provide a general description of the portion(s) of the system installed.					
Note: Owners of Subtitle D facilities must provide a closure financial assurance instrument for either an active extraction system or a passive venting system. You must provide a closure FAI for an active system only when you are: 1) Required to install the system by the department to control off-site gas migration, or 2) Required to install the system under the Federal New Source Performance Standards, or NSPS, or 3) Required to install the system by another regulatory agency (city, county, etc.). If you own a Subtitle D facility and meet any of the conditions, complete Form A. If you own a Subtitle D facility and do not meet any of these conditions, you are only required to provide a closure FAI for a passive venting system. Complete Form B if you own a non-Subtitle D facility (with a soil cap), you are not required to provide a closure FAI for a gas control system at all unless you also meet at least one of the above conditions. If you have installed any portion of an active gas control system, you must provide post-closure maintenance funds for the portion of the system constructed. Do this by checking the appropriate box on the post-closure cost worksheet and adding that amount to the total.					

8.	How many ground water monitoring wells do you have?		
	16 wells		
9.	List the primary and secondary wastewater treatment plants used for leachate disposal, and the cost of disposal.		
	(Primary plant)	\$ 0.00512 per gallon	(Secondary Plant) \$ N/A per gallon.
	☒ Check if the facility discharges directly to a wastewater treatment plant.		
10.	What is the estimated post-closure leachate generation rate and how was it derived?		
	59 (gal/acre/day) ☐ HELP model ☐ Other (please explain.)		
AS SUBMITTED IN THE CONSTRUCTION PERMIT APPLICATION, REVISION DATE NOVEMBER 2018, APPENDIX 26, TABLE 9 SUMMARIZES THE RESULTS OF THE AVERAGE ANNUAL LEACHATE VOLUME FOR CLOSED CONDITIONS FOR NOBLE HILL/CELL 1, CELL 1, NORTH RAVINE, COMPOUND CELL, SOUTH RAVINE PHASE 1 & 2, AND CELL 2 PHASE 1 & 2. THE HELP MODEL WAS USED TO MODEL LEACHATE GENERATION USING THE FOLLOWING PARAMETERS:			
1. AREAS RECEIVED ADDITIONAL WASTE AS PART OF VERTICAL EXPANSION OF PERMIT 107704;			
2. EACH AREA RECEIVED APPLICABLE FINAL COVER SYSTEM AS INCLUDED IN PERMIT 107704.			
THE SUMMATION OF THE AVERAGE ANNUAL LEACHATE VOLUMES LISTED IN TABLE 9 - VERTICAL EXPANSION HELP MODEL RESULTS AND INPUT PARAMETERS FOR CLOSED CONDITIONS IS 437,920 FT3/YR. THE AREAS LISTED ABOVE HAVE A TOTAL FOOTPRINT OF 152.74 ACRES. THEREFORE, THIS WORKS OUT TO BE 2,867 FT3/ACRE/YR = 21,448 GAL/ACRE/YR = ~59 GAL/ACRE/DAY. (3,275,870 GAL./YR.)			
OFFICIALLY CLOSED AREAS			
11.	If any areas of the landfill have been officially closed, list the following information.		
Area	NOBLE HILL	consisting of 12.16 acres	received official closure 4/18/06 , 16 years post-closure.
Area		consisting of	acres received official closure , years post-closure.
Area		consisting of	acres received official closure , years post-closure.
Area		consisting of	acres received official closure , years post-closure.
Area		consisting of	acres received official closure , years post-closure.

CLOSURE COSTS**Final Cover System**

Subtitle D (Composite cover)	32.87	acres x \$ 78200	per acre =	\$ 2,570,491.35
		(From Table One)		

Non – Subtitle D (soil cover)	107.71	acres x \$ 43590	per acre =	\$ 4,694,980.35
		(From Table One)		

Gas Control System

Active extraction system (Complete Form A and write the amount in the right column.)	\$	281,676.57
--	----	------------

Passive gas venting system (Complete Form B and write the amount in the right column.)	\$	
--	----	--

Note: Owners are not required to provide an FAI for an **active** gas system unless required to install the system for one of the reasons listed under section 7 of this worksheet. However, owners of Subtitle D landfills are required to provide an FAI for a **passive** gas system if they do not provide one for an active system.

Other Critical Design Features STORM WATER STRUCTURES FOR CLOSED PHASE OF NOBLE HILL

Include total cost for construction of other critical design features. Attach separate sheet(s) for cost calculations.	\$	24,087.00
--	----	-----------

Total Closure Cost (sum of all lines) (2004 Dollars)	\$	7,571,235.27
---	----	--------------

*** Inflation Update**

Adjust amount from 2004 dollars to present value.

$$126.312 \div 84.569 = 1.4936$$

Total closure cost 2004 dollars \$ 7,571,235.27	x current Implicit Price Deflator *	/*Please contact the Solid Waste Management Program, 573-526-5401, for the current IPD
\$ 11,311,425.49		

POST-CLOSURE COSTS**Inseparable Annual Costs**

Annual landfill inspection and reporting			\$	1,000
Gas monitoring and reporting			\$	4,450
Annual groundwater sampling and analysis cost.	16	wells x 2,000 =	\$	32,000.00
Annual groundwater monitoring system maintenance and statistics cost.			\$	13,700
☒ Leachate system maintenance	\$3,100		\$	3,100.00
(Check if applicable and write this amount in the space provided.)				
☒ Leachate testing	\$2,250		\$	2,250.00
(Check if applicable and write this amount in the space provided.)				
☒ Active gas extraction system maintenance and utilities	\$17,600		\$	17,600.00
(Check if applicable and write this amount in the space provided.)				
☐ Passive gas system maintenance	\$1,600		\$	
(Check if applicable and write this amount in the space provided.)				

Separable Annual Costs

Cap repair and maintenance	3,275,870 GAL/YR X \$0.00512/GAL	152.74 acres x \$278 =	\$	42,461.30
		(From Table One)		
☒ Leachate treatment (check if applicable)	acres x	x (Cost per gallon)	=	\$ 16,772.45
		(Gal/Acre/Year)		
☐ Leachate hauling (check if applicable)		acres x x \$0.05 =	\$	
		(Gal/Acre/Year)		

Annual Costs for Other Critical Design Features

Include total annual cost for maintenance of other critical design features. Attach separate sheet(s) for cost calculations.

\$

Total Annual Post- Closure Cost (2004 Dollars)

\$133,333.75

Adjust for Inflation

Adjust Amount for 2004 dollars to present value

$$126.312 \div 84.569 = 1.4936$$

\$133,333.75

Annual closure cost 2004 Dollars \$ x current Implicit Price Deflator**/ Please contact the Solid Waste Management Program, 573-526-5401, for the current IPD = \$

Sum of all annual post – closure costs \$ 199,147.29
(Reduction. On the sixth anniversary of receiving official closure, a facility can reduce the post-closure FAI by one year's worth of fund.)

Total Post-Closure Cost

Annual post-closure costs x 30 years \$ 5,974,418.70



MISSOURI DEPARTMENT OF NATURAL RESOURCES
SOLID WASTE MANAGEMENT PROGRAM
FORM A – ACTIVE GAS SYSTEM WORKSHEET

Complete this form only if you checked boxes 7a, 7b or 7c of the Closure Post-Closure Cost Worksheet.

GAS EXTRACTION SYSTEM INSTALLATION

1. DRILLING, CASING, SCREEN

18 # wells x $\frac{89.0}{\text{(AVG. DEPTH)}}$ ft x \$79⁺/ft = \$ 126,558.00

2. VALVES, FITTINGS AND SEALS

18 # wells x \$721⁺ each = \$ 12,978.00

3. CONDENSATE HEADER

200.0 total linear feet of condensate header pipe x \$5.40 / ft = \$ 1,080.00

4. GAS HEADER

5,300.0 total linear feet of gas header pipe x \$21⁺ / ft = \$ 111,300.00

5. CONDENSATE KNOCKOUT

1 # condensate knockouts x \$3,760⁺ = \$ 3,760.00

6. BLOWER AND FLARE SYSTEM

6a # 2100 CFM candlestick blower/flare systems x \$87,300 = \$ 0.00

6b # 3000 CFM candlestick blower/flare systems x \$123,600 = \$ 0.00

6c # 1600 CFM enclosed blower/flare systems x \$175,800 = \$ 0.00

6d # 2600 CFM enclosed blower/flare systems x 212,500 = \$ 0.00

6e blower/flare installation cost \$ 0.00

7. TOTAL EXTRACTION SYSTEM INSTALLATION COST

(sum lines 1 through 6e) \$ 255,676.00

PROFESSIONAL SERVICES

8. DESIGN ENGINEER

Total from line 7 x 6.0% = \$ 15,340.56

9. FIELD SERVICES

Total from line 7 x 3.7% = \$ 9,460.01

10. FINAL REPORT

\$ 1,200.00

11. TOTAL PROFESSIONAL SERVICES

(sum lines 8, 9 and 10) \$ 26,000.57

TOTAL GAS EXTRACTION SYSTEM COST

(sum of lines 7 and 11) \$ 281,676.57

Implicit Price Deflator Table

Bureau of Economic Analysis
Table 1.1.9. Implicit Price Deflators for Gross Domestic Product
[Index numbers, 2012=100] Seasonally adjusted
Last Revised on: August 25, 2022 - Next Release Date September 29, 2022

Line		2004	2004	2004	2004	2005	2005	2005	2005	2006	2006	2006	2006
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1	Gross domestic product	83.895	84.569	85.112	85.770	86.453	87.082	87.874	88.585	89.209	90.000	90.628	90.967
2	Personal consumption expenditures	83.627	84.189	84.603	85.326	85.822	86.364	87.297	87.993	88.452	89.229	89.871	89.723
3	Goods	88.623	89.118	89.184	90.218	90.055	90.384	91.886	91.982	91.909	92.615	93.155	91.554
4	Durable goods	113.980	113.869	112.991	113.143	112.903	112.745	111.933	111.673	111.203	110.687	110.195	109.495
5	Nondurable goods	77.839	78.573	79.022	80.417	80.283	80.812	83.303	83.546	83.640	84.865	85.846	83.865
6	Services	81.130	81.725	82.312	82.879	83.707	84.358	85.003	86.003	86.732	87.545	88.240	88.835
7	Gross private domestic investment	89.821	90.724	91.536	92.443	93.526	94.421	95.244	96.407	97.312	97.926	98.311	98.998
8	Fixed investment	89.497	90.448	91.214	92.121	93.095	94.003	95.070	96.154	97.061	97.669	98.186	98.935
9	Nonresidential	91.357	91.902	92.133	92.774	93.632	94.231	94.568	95.301	95.891	96.365	96.960	97.718
10	Structures	64.907	66.358	68.149	70.175	72.227	74.121	76.774	79.803	81.868	83.904	85.432	87.635
11	Equipment	104.796	105.180	104.604	104.792	105.282	105.170	104.241	103.770	103.538	103.266	103.604	103.830
12	Intellectual property products	95.510	95.368	95.254	95.216	95.472	95.894	95.990	96.439	96.902	97.038	97.103	97.295
13	Residential	87.631	89.384	91.193	92.625	93.824	95.346	97.865	99.695	101.317	102.265	102.637	103.373
14	Change in private inventories	---	---	---	---	---	---	---	---	---	---	---	---
15	Net exports of goods and services	---	---	---	---	---	---	---	---	---	---	---	---
16	Exports	81.307	82.202	82.636	83.541	84.484	85.034	85.542	86.056	86.577	87.756	88.815	88.822
17	Goods	81.154	82.178	82.496	83.309	84.227	84.764	85.046	85.592	86.056	87.259	88.415	88.412
18	Services	81.658	82.246	82.956	84.086	85.087	85.669	86.731	87.167	87.827	88.947	89.762	89.795
19	Imports	77.315	78.240	79.118	81.069	81.768	82.628	84.268	85.702	85.893	86.937	87.792	86.776
20	Goods	76.208	77.365	78.232	80.187	80.828	81.878	83.732	85.405	85.484	86.447	87.303	86.019
21	Services	83.299	82.953	83.894	85.819	86.850	86.638	87.072	87.164	87.991	89.484	90.325	90.789
22	Government consumption expenditures and gross investment	76.661	77.593	78.642	79.771	80.614	81.529	82.658	83.719	84.358	85.381	86.151	86.883
23	Federal	81.659	82.369	83.125	83.934	85.039	85.806	86.703	87.329	88.067	88.681	89.336	89.795
24	National defense	81.158	81.777	82.592	83.503	84.689	85.508	86.554	87.292	87.990	88.703	89.455	89.942
25	Nondefense	82.549	83.422	84.071	84.698	85.657	86.332	86.956	87.379	88.189	88.626	89.109	89.519
26	State and local	73.663	74.715	75.925	77.233	77.925	78.922	80.182	81.491	82.070	83.329	84.164	85.054
Addendum:													
27	Gross national product	83.888	84.562	85.105	85.765	86.448	87.076	87.869	88.581	89.205	89.996	90.624	90.963

Bureau of Economic Analysis
Table 1.1.9. Implicit Price Deflators for Gross Domestic Product
[Index numbers, 2012=100] Seasonally adjusted
Last Revised on: August 25, 2022 - Next Release Date September 29, 2022

Line		2021	2021	2021	2021	2022	2022
		Q1	Q2	Q3	Q4	Q1	Q2
1	Gross domestic product	115.652	117.413	119.115	121.188	123.615	126.312
2	Personal consumption expenditures	112.970	114.753	116.257	118.062	120.092	122.163
3	Goods	95.771	97.929	99.671	102.113	104.995	107.567
4	Durable goods	86.879	90.325	92.430	94.835	96.331	96.659
5	Nondurable goods	100.547	101.789	103.269	105.710	109.457	113.475
6	Services	122.105	123.589	124.900	126.251	127.687	129.397
7	Gross private domestic investment	110.919	111.952	113.571	115.991	118.830	121.726
8	Fixed investment	112.855	114.095	116.031	118.528	121.331	124.231
9	Nonresidential	105.207	105.433	106.553	108.582	110.425	112.593
10	Structures	122.253	124.898	128.216	135.395	141.180	146.544
11	Equipment	97.341	96.558	97.648	99.290	101.009	103.084
12	Intellectual property products	105.063	105.457	105.706	106.131	106.595	107.661
13	Residential	145.838	151.113	156.425	160.893	167.745	173.811
14	Change in private inventories	---	---	---	---	---	---
15	Net exports of goods and services	---	---	---	---	---	---
16	Exports	102.192	106.830	109.335	111.037	115.717	121.137
17	Goods	94.733	100.193	102.901	104.687	110.246	116.933
18	Services	118.569	120.650	122.462	123.845	125.828	127.530
19	Imports	91.286	94.210	95.617	96.929	100.111	103.255
20	Goods	87.241	90.193	91.501	92.822	96.291	99.378
21	Services	112.329	114.824	116.791	117.980	119.116	122.458
22	Government consumption expenditures and gross investment	117.294	119.033	120.798	123.038	125.948	129.686
23	Federal	114.063	115.226	116.641	118.259	120.428	122.492
24	National defense	112.146	113.329	114.680	116.238	118.607	121.055
25	Nondefense	117.063	118.200	119.712	121.420	123.307	124.824
26	State and local	119.417	121.545	123.542	126.190	129.579	134.388
Addendum:							
27	Gross national product	115.632	117.392	119.093	121.165	123.591	126.285

Waste Water Treatment Costs Memorandums

INTEROFFICE MEMORANDUM

TO: ERICK ROBERTS
FROM: HEATHER HOGGARD *H2*
SUBJECT: LANDFILL LEACHATE TREATMENT, 04/01/2022 – 06/30/2022
DATE: 07/26/2022

Please find the following charges for landfill leachate discharged to the Northwest Cleanwater Plant from April 01, 2022 through June 30, 2022.

April 01, 2022 – June 30, 2022 (4th Qtr. 2022 Fiscal Year) **7,790,300 Gallons**

7,790,300 Gallons/748 = 10,415 CCF

10,415 CCF x \$ 2.60 = \$ 27,079.00

\$ 27,079.00 is requested to be transferred to:

Fund 53010

Dept 08

Org 30010

Acct 413030

LEACHATE TREATMENT RATE = \$27,079.00 ÷ 7,790,300 GALLONS = \$0.00348/GALLON

INTEROFFICE MEMORANDUM

TO: ERICK ROBERTS
FROM: HEATHER HOGGARD *H2*
SUBJECT: INDUSTRIAL PRETREATMENT FEES, 07/01/2022 – 06/30/2023
DATE: 08/19/22

Please find the following charges for the annual Industrial Pretreatment fees associated with the Springfield Sanitary Landfill from July 1, 2022 through June 30, 2023.

2022 Fiscal Year	SIU Charge-	\$ 4,391.00
	Lab Costs-	<u>975.00</u>
	Total	\$ 5,366.00

\$ 5,366.00 is requested to be transferred to:

Fund 53010

Dept 08

Org 34510

Acct 412030

SIU & LAB COSTS = \$5,366

ANNUAL GALLONS OF LEACHATE EXPECTED DURING CLOSURE = 3,275,870 GALLONS

SIU & LAB COSTS RATE = $\$5,366 \div 3,275,870 \text{ GALLONS} = \$0.00164/\text{GALLON}$

TOTAL LEACHATE TREATMENT RATE = $\$0.00348 + \$0.00164 = \$0.00512/\text{GALLON}$

Drawing 1 – Proposed Active GCCS Components Necessary to Close Landfill

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

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-292

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a land lease
2 agreement with the Watershed Committee of the Ozarks, Inc., for the
3 lease of a four-acre parcel of land near the Southwest Wastewater
4 Treatment Plant and Yardwaste Recycling Center.
5 _____
6

7 WHEREAS, the City is the owner of certain real property that is part of the buffer
8 land surrounding the Southwest Wastewater Treatment Plant and Yardwaste Recycling
9 Center, said land consisting of four acres generally located at 3452 South Hutchinson
10 Road, Springfield, Missouri, and depicted in "Exhibit A" attached hereto and
11 incorporated herein by this reference; and
12

13 WHEREAS, the Watershed Committee of the Ozarks, Inc. (hereinafter "WCO") is
14 a non-profit corporation whose mission is to sustain and improve water resources in
15 Springfield and the Greene County area through education and effective management
16 of the region's watersheds; and
17

18 WHEREAS, WCO desires to lease the land depicted in "Exhibit A" for the
19 purpose of furthering its goals, which may include installing a gravel bed nursery for
20 growing native trees, growing and harvesting wetland plants for use in restoration
21 projects, providing educational opportunities for the public, and various other projects
22 that improve water quality, contribute to quality of place, and help Springfield meet its
23 various regulatory obligations; and
24

25 WHEREAS, the City will benefit from having additional activity on this remote site
26 in order to promote facility security, and the land lease will allow City and WCO to better
27 collaborate on educational initiatives that further the protection of the water resources of
28 the region, consistent with the mission and goals of both organizations.
29

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

33 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
34 a land lease agreement with the Watershed Committee of the Ozark, Inc., said
35 agreement to be in substantially the same form as that document attached hereto and
36 incorporated herein by this reference as "Exhibit B."

37
38 Section 2 – This Ordinance shall be in full force and effect from and after
39 passage.

40
41 Passed at meeting: _____

42
43 _____
44 Mayor

45 Attest: _____, City Clerk

46
47 Filed as Ordinance: _____
48

49
50 Approved as to form: John Millington, Assistant City Attorney

51
52
53 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2022- 292

FILED: 11-22-22

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To authorize the City Manager, or his designee, to enter into a land lease agreement with the Watershed Committee of the Ozarks, Inc., for the purpose of leasing a four-acre parcel of land near the Southwest Wastewater Treatment Plant and Yardwaste Recycling Center to the Watershed Committee of the Ozarks.

BACKGROUND INFORMATION: The Watershed Committee of the Ozarks is a nonprofit corporation whose mission is to sustain and improve the water resources of Springfield and Greene County through education and effective management of the region's watersheds. The Watershed Committee is supported by the City of Springfield, Greene County, and City Utilities of Springfield. The City of Springfield owns property that surrounds the Southwest Wastewater Treatment Plant and wishes to lease a four-acre tract to the Watershed Committee for the purpose of growing native trees, growing and harvesting wetland plants for use in restoration projects, providing educational opportunities for the public, and various other projects that improve water quality, contribute to quality of place, and help Springfield meet its various regulatory obligations. The land is currently being maintained by the City as buffer land, but the presence of the Watershed Committee will provide additional activity on this remote site and will allow both agencies to better collaborate on initiatives that are consistent with the mission and goals of both organizations.

RECOMMENDATION: Environmental Services recommend passage of this Ordinance.

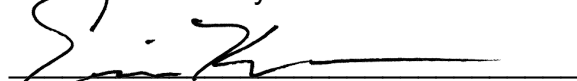
Submitted by:



Erin Kemper

Director of Environmental Services

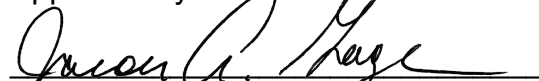
Recommended by:



Erin Kemper

Director of Environmental Services

Approved by:



Jason Gage

City Manager

Exhibit A



City of Springfield, Missouri GIS

Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONSULTANT	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
☒ (X) NEW CONTRACT ☐ () RENEWAL OF CONTRACT NO. _____			
LESSOR		LESSEE	
City of Springfield 840 Boonville, Springfield, MO 65802 Phone: Fax: Attn: Errin Kemper, Director, Environmental Services		Watershed Committee of the Ozarks, Inc. 2400 E Valley Water Mill Rd. Springfield, MO 65803 Phone: Fax: Attn: Mike Kromery	

LEASE AGREEMENT

THIS Lease, is made and entered into this ____ day of _____, 2022, by and between the City of Springfield, a municipal corporation of the State of Missouri, hereinafter referred to as the "Lessor" with offices at 840 Boonville Avenue, Springfield, Missouri 65802 and Watershed Committee of the Ozarks, Inc., a nonprofit corporation, hereinafter referred to as the "Lessee."

WHEREAS, Lessor is the owner of certain real property generally located at 3452 S Hutchinson Road, Springfield, Missouri 65807 and described in **Exhibit "A"**, which is attached hereto and incorporated herein by this reference, consisting of 4 acres, more or less (the "Premises"), that is part of the buffer land surrounding the Southwest Wastewater Treatment Plant and Yardwaste Recycling Center; and

WHEREAS, Lessee desires to lease the Premises from Lessor for the purpose of installing a gravel bed nursery for growing native trees, growing and harvesting wetland plants for use in restoration projects, providing educational opportunities for the public, and various other projects that improve water quality, contribute to quality of place, and help Springfield meet its various regulatory obligations; and

WHEREAS, Lessee desires to enter into this agreement with the Watershed Committee of the Ozarks, Inc. to promote educational opportunities adjacent to City facilities. This will allow both agencies to better collaborate on educational initiatives that further the protection of the water resources of the region, consistent with the mission and goals of both organizations; and

WHEREAS, the Lessee will benefit from having additional activity on this remote site in order to promote facility security.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as hereinafter set forth, the parties hereto agree as follows:

1. **Premises.** The Lessor hereby leases to the Lessee, and the Lessee leases from the Lessor the property described in Exhibit A, and generally addressed as 3452 S Hutchinson Road, Springfield, Missouri 65807, hereinafter referred to as the "Premises". **All the property is leased to Lessee in its present condition, AS IS, WITH NO WARRANTIES OF HABITABILITY OR FITNESS OF PURPOSE, EXPRESS OR IMPLIED, LESSEE AGREEING TO ASSUME ALL RISKS IN CONNECTION WITH THE CONDITION OF THE PROPERTY.**

2. **Term.** The term of this Lease (the "Lease Term") shall be for an initial period of five (5) years (the "Primary Term"), commencing as of the execution of this Lease Agreement. The phrase "Lease Term" shall be deemed to include, where appropriate, the Primary Term and any exercised Renewal Terms. As used in this Lease, the term "Lease Year" means a period of twelve (12) full, consecutive calendar months, commencing on the Effective Date. Each succeeding Lease Year shall commence on the anniversary of the first Lease Year.

Provided that Lessee is not in default of any of its obligations under this Lease, including but not limited to payment of rent or additional rent beyond any applicable cure period or any other obligation provided for herein, Lessee may, by written mutual agreement of the parties, renew this Lease for up to three (3) additional terms of five (5) years each (the "Renewal Terms"). All of the terms and conditions that apply during the Primary Term of this Lease shall also apply to each Renewal Term. Modification to the lease terms may be proposed by either the Lessee or Lessor at any time, but any change must be mutually agreed to by both parties and in writing. This lease shall automatically renew at the end of each Lease Term unless the Lessee provides written notice of its intent not to renew this Lease prior to expiration of the Lease Term. The lease may be terminated at any time, by either party, by providing at least ninety (90) days written notice.

3. **Rent.** The annual rent for the Property shall be Five Hundred Dollars (\$500.00) per year, payable in advance on the annual anniversary of the date of this Agreement.

4. **Lessee Obligations.** The Lessee agrees to the following with respect to the Property:

a. **Improvements, Fences and Buildings:** The Lessee agrees not to construct any buildings or improvements upon the leased premises without Lessor's prior written consent.

The Lessee, at its sole expense, shall maintain any improvements that exist or are constructed after written agreement by Lessor. The Lessee, at its expense, shall make any repairs, replacements, and renewals, whether structural or non-structural, foreseen or unforeseen, ordinary or extraordinary, which are necessary to put and maintain the Premises and Improvements thereon in a

good and operable state of repair and condition. Any repairs or replacements shall be of good workmanship and at the sole cost of the Lessee.

The Lessee shall keep the property free of liens and in a safe and sanitary condition as required by all applicable governmental laws, codes, and regulations. Lessor shall not be required to maintain all or any part of the Premises or Improvements thereon, but may do so at their discretion. On the default of Lessee in making those repairs or replacements required by this paragraph to the Premises or the Improvements thereon, the Lessor may, but shall not be required to, make such repairs or replacements for the account of the Lessee, and the expense thereof shall constitute and be payable upon Lessor's demand as additional rent.

b. **Trees:** The Lessee shall not cut any trees on the Property without the Lessor's prior written consent and shall not unreasonably damage any trees on the Property.

c. **Nuisances:** The Lessee shall not permit trash or rubbish nor any other nuisance to accumulate, and shall remove such trash, rubbish, or nuisances at the Lessee's sole cost. Lessee shall remove any accumulated nuisance within 10 days of being notified and directed by the City.

d. **Use of Property:** The Premises shall be used solely for education and demonstration purposes; growing and harvesting plants; various projects related to composting or otherwise producing beneficial organic material; and the storage of equipment and supplies. The premises shall not be used or occupied by Lessee in any manner or for any purpose except as provided for in this lease agreement, unless prior written approval of the Lessor is given. The Premises shall be operated and maintained in a good and considerate manner. The Lessee may choose to sell plants and materials consistent with the purposes listed above, but no other commercial or industrial use of the Premises is permitted.

e. **No Duty of Lessor to Repair or Maintain:** Lessor shall have no duty or obligation to repair or maintain any of the property and improvements subject to the lease Agreement, but is not prohibited from doing so. During the term of this lease, all costs, expenses, and obligations relating to the use of property by Lessee shall be paid by Lessee, including the repair and maintenance of new or existing buildings, outbuildings, fences and other improvements.

f. **Insurance Coverages by Tenant/Lessee:** Lessee shall secure and maintain, at all times throughout the Lease Term, the following insurance coverage at its sole expense:

- i) Workers' compensation coverage per RSMo 287.010 et seq., and Employer's Liability coverage of **One Million and no/100 Dollars (\$1,000,000)**.

- ii) Comprehensive public liability insurance coverage, including coverage for personal injury, death, or property damage occurring in connection with the use and occupancy of the Premises and improvements thereon by Lessee, as well as Contractual Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least **Three Million and no/100 Dollars (\$3,000,000.00)** for all claims arising out of a single accident or occurrence.

Lessee agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorney fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Lessee.

Additionally, the Lessor shall be named as an additional insured on said liability insurance and Lessor shall be provided by Lessee with a certificate of insurance, **annually**, which demonstrates that the Lessee is complying with the terms of this section.

Lessor shall have no obligation to insure any improvements or property of Lessee located on the leased premises from fire or other casualty loss and shall have no obligation to repair, restore or replace any improvements or property, including any dwellings or structures, from such loss or casualty, in whole or in part.

- iii) Fire and casualty coverage insurance on all improvements either now or hereafter located on the Premises, against loss or damage by fire or other risks or perils, including vandalism and malicious mischief, as may be included in the broadest form of extended coverage from time to time available in amounts sufficient to prevent any party in interest from being or becoming a co-insurer on the part of any risk, and, in any event, an amount not less than one hundred percent (100%) of the replacement cost of the improvements. The insurance shall include the Lessor, and any person, firm or corporation designated by the Lessor, as an additional insured and co-loss-payee by way of an endorsement to the policy.

5. **Inspection.** The Lessor, its agents, employees, representatives, and contractors shall have the right to enter the Property at all times upon reasonable notice to inspect the property or abate any nuisance thereon.

6. **Assignment and Subletting.** This lease shall not be assigned, nor any part of the premises subleased, in whole or in part.

7. **Termination for Cause (breach).** In the event of breach by the Lessee of any covenants or agreements of this lease, then the Lessee shall remedy said breach within ten (10) days after written notice thereof. If said breach is not corrected within said ten (10) days, then the Lessee shall vacate and relinquish possession of said Premises

immediately upon the expiration of said ten (10) day period. Nothing herein shall be taken to excuse the Lessee from any damages occasioned by the Lessee's breach.

8. **Termination for Convenience.** Lessor may terminate this lease for convenience, upon 90 days written notice to Lessee.

9. **Condition of Property at Termination.** At the end of the lease term or at any time the lease is terminated, the Lessee immediately shall deliver to the Lessor complete possession of the leased premises, including all improvements or plantings in as good repair and condition as they are at the time the Lessee takes possession, excepting normal wear and tear expected.

10. **Liability and Indemnity.** The parties mutually agree to the following.

a. In no event shall the Lessor, its agents and employees, be liable to the Lessee for special, indirect, or consequential damages, except those caused by the Lessor's gross negligence or willful or wanton misconduct.

b. The Lessee shall defend, indemnify, and hold the Lessor, its agents, representatives, and employees, harmless from and against any and all claims, losses, and liabilities arising out of personal injuries, including death, and damage to property which may arise out of or in any way be connected with this Lease Agreement or the Lessee's use of the Premises or any structure thereon. The Lessee further agrees to defend, indemnify, and hold the Lessor, its agents, and employees harmless from and against any claims, losses, and liabilities arising out of or connection with this Lease Agreement, including attorney's fees.

c. The Lessee shall be responsible for the removal, at its sole cost, of any Hazardous Substances placed upon the Premises during the term of the lease. Removal of such Hazardous Substances shall be in accordance with any and all applicable state and federal law. In addition to all other remedies provided by law, the City shall have the right to remove any Hazardous Substances which are placed upon the Premises during the term of the Lease that are not removed by the Lessee, and any trash, junk, or debris left on the Premises, which removal shall be at the cost of the Lessee.

11. **Conflicts.** No salaried officer or employee of the Lessee, and no member of the City Council shall have a financial interest, direct or indirect, in this lease. A violation of this provision renders the lease void. Any applicable federal regulations, and applicable provisions in RSMo Section 105.450 et seq. shall not be violated.

12. **Independent Contractor.** The Lessee is an independent contractor and nothing contained herein shall constitute or designate the Lessee or any of the Lessee's agents or employees as agents or employees of the City of Springfield, Missouri.

13. **Discrimination.** The Lessee agrees in the performance of this lease not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, disability, age, or political opinion or affiliation, against any employee of the

Lessee or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

14. **Notices.** All notices required or permitted hereunder and required to be in writing shall be given by first class mail addressed to the Lessor, Attention of the Director of Environmental Services, at 840 Boonville, Springfield, Missouri 65802, and the Lessee at _____, Missouri _____. The date of delivery of any notice shall be the date falling on the third full day after the day of its mailing.

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

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the date first above written.

Lessor:
CITY OF SPRINGFIELD

By: _____
Name: _____
Title: _____

Lessee:
Watershed Committee of the Ozarks, Inc.

By: _____
Name: _____
Title: _____

Exhibit A

One-rdg. _____
P. Hrngs. _____
Pgs. 14
Filed: 11-22-22

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 293

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager to execute an amendment to the Memorandum of
2 Understanding between the City of Springfield, City Utilities of
3 Springfield, Greene County, and the Missouri Department of Public
4 Safety regarding the Missouri Statewide Interoperability Network
5 Zone Four partnership.
6 _____
7

8 WHEREAS, in 2019 City Council passed Special Ordinance 27212 authorizing
9 the City of Springfield ("City"), to enter into a Memorandum of Understanding with City
10 Utilities of Springfield ("CU"), Greene County, and the State of Missouri, Department of
11 Public Safety to integrate the Greene County trunked radio system ("TRS") into the
12 Missouri Statewide Interoperability Network ("MOSWIN"); and
13

14 WHEREAS, upon execution of that agreement Greene County became MOSWIN
15 Zone Four; and
16

17 WHEREAS, the agreement authorized by Special Ordinance 27212
18 contemplated a three-year trial period; and
19

20 WHEREAS, at the conclusion of the three-year trial period, all parties to the
21 original agreement wish to extend the term of the agreement for an additional seven
22 years, for a total of ten years; and
23

24 WHEREAS, the parties to the original agreement also wish to make certain
25 updates to the agreement for the long term sustainment of the partnership.
26

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

30 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
31 an Amendment to the Memorandum of Understanding between the State of Missouri,
32 Department of Public Safety and Zone Four Partners regarding Missouri Statewide
33 Interoperability Network, Zone Four, said Amendment to be substantially similar in form

34 and content as the document attached hereto and incorporated herein as "Exhibit A."

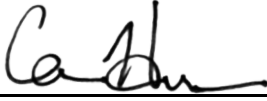
35
36 Section 2 – This Ordinance shall be in full force and effect from and after
37 passage.

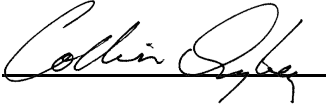
38
39 Passed at meeting: _____

40
41 _____
42 Mayor

43
44 Attest: _____, City Clerk

45
46 Filed as Ordinance: _____

47
48 Approved as to form: , Assistant City Attorney

49
50
51 Approved for Council action: , Deputy City Manager
52

EXPLANATION TO COUNCIL BILL 2022- 293

FILED: 11-22-22

ORIGINATING DEPARTMENT: City Manager

PURPOSE: To authorize the City Manager to execute an amendment to the agreement between the City of Springfield ("City"), City Utilities, Greene County, and the Missouri Department of Public Safety regarding the Missouri Statewide Interoperability Network Zone Four partnership.

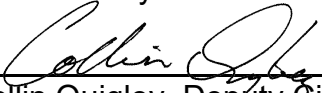
BACKGROUND INFORMATION: The Trunked Radio System ("TRS") was purchased in April 2000 and went operational in 2002. The TRS Supports approximately 4,500 public safety and critical infrastructure users with the vast majority working at county and municipal levels.

The TRS was recently upgraded to an all-digital, IP-based, and compliant with the Association of Public-Safety Communications Officials ("APCO") Project 25 ("P-15") Phase I Common Air Interface standard. The upgrade included life cycle extension, improved disaster recovery capability, improved interoperability, increase competition for subscriber sales, compliance with grant requirements, and enhanced features.

At the time of the upgrade City, City Utilities, and Greene County entered into an agreement with the State of Missouri, Department of Public Safety ("DPS"), to integrate the TRS into the Missouri Statewide Interoperability Network ("MOSWIN"), a network of communications towers, base stations, and communications software that provide interoperable communications throughout the state to public safety agencies. The original agreement was for a three-year trial period. The parties to that agreement mutually desire to extend the agreement beyond the original trial period.

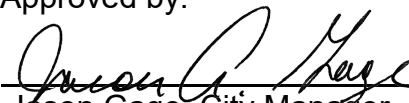
Under the proposed amendment, the three-year trial period would be extended by an additional seven years. In addition to extending the term of the agreement, this amendment would update the agreement to reflect the existence an additional MOSWIN Zone that is under the authority of DPS and will also remove references to a specific vendor that was utilized during the three-year trial period to allow for greater flexibility in any future procurement necessary for the sustainment of the system.

Submitted by:



Collin Quigley, Deputy City Manager

Approved by:



Jason Gage, City Manager

AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE OF MISSOURI, DEPARTMENT OF PUBLIC SAFETY AND
ZONE FOUR PARTNERS

This Amendment to the Memorandum of Understanding is entered into between the State of Missouri, Department of Public Safety (“DPS”) and the Zone Four Partners, consisting of the City Utilities of Springfield, Missouri; the City of Springfield, Missouri; and Greene County, Missouri with an effective date of November 30, 2022.

WHEREAS, the parties hereto have entered into a Memorandum of Agreement (“MOU”), which is attached hereto as Exhibit A.

WHEREAS, Section I.b of the MOU states:

- b. If it is determined by the Parties during the trial period the interoperable arrangement is achieving its intended benefits, this MOU will be extended for an additional seven (7) years from the end of the trial period, for a total initial term of this MOU of ten (10) years.

WHEREAS, the parties have determined the interoperable arrangement is achieving its intended benefits and desire to continue their relationship pursuant to the MOU.

WHEREAS, the Parties desire to refine the obligations of the State of Missouri, Department of Public Safety and the Zone Four Partners.

NOW THEREFORE, the parties agree as follows:

1. Pursuant to section I.b of the agreement, the parties determine that the interoperable arrangement is achieving its intended benefits, and therefore the parties agree to extend the term of the agreement for an additional seven (7) year period. As such the extension term of this agreement shall begin December 1, 2022 and shall terminate on November 30, 2029.

2. Section II.c is hereby deleted and replaced with the following language:

DPS serves as the owner of the MOSWIN System and currently has administrative authority over MOSWIN Zones 1 (Jefferson City MSC), 3 (Weldon Spring MSC), and 5 (Lee’s Summit MSC).

3. Section II.g is hereby deleted and replaced with the following language:

DPS will contract with the product vendor for a system upgrade agreement (SUAI) to ensure the Zone Four MSC remains in sequence with MOSWIN system software revisions through the end of the system support lifecycle.

4. Section II.d is hereby deleted and replaced with the following language:

DPS will contract with the product vendor to provide remote cyber-security monitoring and patching for the Zone Four MSC.

5. Section III.c is hereby deleted and replaced with the following language:

The Zone Four Partners will contract with the product vendor for a system upgrade agreement (SUAI) to ensure its radio/rf sites remain compatible with MOSWIN system software revisions

through the end of the system support lifecycle or as long as this MOU is in effect, whichever is shorter.

This Amendment to the MOU is hereby entered into between the State of Missouri, Department of Public Safety and the Zone Four Partners, consisting of the City Utilities of Springfield, Missouri; the City of Springfield, Missouri; and Greene County, Missouri, and becomes effective on the last date of execution by all Parties.

Missouri Department of Public Safety

By: _____

Name: _____

Title: _____

Date: _____

City of Springfield

By: _____

Name: _____

Title: _____

Date: _____

City Utilities of Springfield, Missouri

By: _____

Name: _____

Title: _____

Date: _____

**Missouri Department of Public Safety
Approved as to Form by legal Counsel**

By: _____

Name: _____

Title: _____

Date: _____

**City of Springfield
Approved as to Form by legal Counsel**

By: _____

Name: _____

Title: _____

Date: _____

**City Utilities of Springfield, Missouri
Approved as to Form by legal Counsel**

By: _____

Name: _____

Title: _____

Date: _____

-----Additional signatures on next page-----

Greene County Commissioner

By: _____

Name: _____

Title: _____

Date: _____

Greene County Commissioner

By: _____

Name: _____

Title: _____

Date: _____

Greene County Commissioner

By: _____

Name: _____

Title: _____

Date: _____

Attest:

Shane Schoeller, Greene County Clerk

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.

Cindy Stein, Greene County Auditor

Greene County, Missouri
Approved as to Form by legal Counsel

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF MISSOURI DEPARTMENT OF PUBLIC SAFETY AND ZONE FOUR PARTNERS

This Memorandum of Understanding (MOU) entered into between the State of Missouri, Department of Public Safety (DPS) and the Zone Four Partners, consisting of the City Utilities of Springfield, Missouri; the City of Springfield, Missouri; and Greene County, Missouri (collectively the “Zone Four Partners”); and their respective successors. Hereinafter, either DPS or the Zone Four Partners may individually be referred to as a “Party” or collectively as the “Parties.” This MOU describes the relationship and responsibilities between the Parties regarding regional interoperable safety communications and connectivity between their public safety communications systems.

WHEREAS, the DPS has constructed the Missouri Statewide Interoperability Network (“MOSWIN”) to promote operable and interoperable communications throughout the State of Missouri, and;

WHEREAS, the Zone Four Partners have built an 800 megahertz (MHz) trunked radio system designed to provide radio communications for the entirety of Greene County for law enforcement and public safety communications among various agencies and departments, including emergency and non-emergency communications, which meets the requirements of each participating public agency, and;

WHEREAS, it is a national, regional, and local goal to establish and maintain dependable interoperable radio communication infrastructure among public safety and critical infrastructure communities in order to enable efficient emergency response, allow for coordinated action, maximize resources and promote the safety of critical infrastructure personnel and the public, and;

WHEREAS, the Parties have determined that a direct core connection of the existing Master Site Controllers (individually a “MSC”) utilized in each Party’s radio system, specifically the MOSWIN MSC located in Weldon Spring, Missouri and the Zone Four Partners’ MSC located in Springfield, Missouri benefits the citizens served by each Party; and

WHEREAS, a coordinated approach to the sharing of resources is necessary to establish an effective interoperable public safety and critical infrastructure radio environment in Missouri for the benefit of the public, and local, state, and federal emergency responders in the jurisdictions of the Parties;

Therefore, for the reasons set forth the Parties hereby agree as follows:

I. Duration of Agreement

- a. This MOU will commence upon execution by all Parties and shall remain in effect for a trial period of three (3) years from the date a direct core connection of the existing MSCs referenced above is made and the Parties have agreed in writing as an addendum to this MOU that interoperability between MOSWIN and the Zone Four Partners’ trunked radio system has been achieved. During this trial period, Parties will work in good faith to ensure the intended benefits of the interoperable arrangement are achieved. If it is determined by DPS or collectively by all of the Zone Four Partners during this period that the intended benefits are not being realized, either DPS or Zone Four Partners collectively may terminate this MOU thirty (30) days after sending written notice to the other Party of that Party’s intent to terminate this MOU. Following termination of the MOU, the Parties agree

to work together to dissolve this arrangement in an orderly and responsible manner to ensure integrity of the MOSWIN and Zone Four Partners' trunked radio systems. In the event of a termination pursuant to this paragraph, each Party will be responsible for their own costs to separate.

- b. If it is determined by the Parties during the trial period the interoperable arrangement is achieving its intended benefits, this MOU will be extended for an additional seven (7) years from the end of the trial period, for a total initial term of this MOU of ten (10) years.
- c. After the initial term, this MOU may be renewed for additional periods of ten (10) years each, or any other period agreed upon in writing by the Parties not to exceed ten (10) years; and
- d. After the trial period and before the end of the initial term, either DPS or the Zone Four Partners collectively may terminate this MOU thirty (30) days after sending written notice to the other Party of that Party's intent to terminate this MOU. Following termination of the MOU, the Parties agree to work together for a period not to exceed five (5) years to dissolve this arrangement and to separate the Parties' systems in an orderly and responsible manner, which may require equipment purchases, asset relocations and/or system reconfigurations. In the event of a termination pursuant to this paragraph, the Party initiating termination shall bear the cost to separate. Upon termination and throughout the transition to separate systems, each Party agrees to retain an operational level of service to the other Party's communication ability.
- e. The Parties shall determine no later than thirty (30) days prior to the conclusion of the initial term or any agreed-to renewal period whether the MOU will be extended, replaced with a successor agreement, or expire at the end of the term. If the MOU expires and the Parties do not enter into a successor agreement to continue the arrangement agreed to in this MOU, the Parties agree to work together to dissolve this arrangement in an orderly and responsible manner to ensure integrity of the MOSWIN and Zone Four Partners' trunked radio systems. In the event of the expiration of this MOU pursuant to this paragraph, each Party will be responsible for its own costs to separate.

II. Duties of DPS

- a. DPS will own, operate and be financially responsible for maintaining and upgrading the existing MOSWIN MSCs located in Jefferson City, Missouri and Weldon Spring, Missouri.
- b. DPS will allow the existing Zone Four Partners' MSC located in Springfield, Missouri to connect to MOSWIN's MSC located in Weldon Spring, Missouri.
- c. DPS serves as the owner of the MOSWIN System and has administrative authority over MOSWIN Zones 1 (Jefferson City MSC) and 3 (Weldon Spring MSC).
- d. DPS recognizes the Zone Four Partners as owners and administrators of all infrastructure that collectively comprises MOSWIN Zone Four with the exception to the Zone Four MSC.
- e. DPS will assume administrative responsibility for the Zone Four MSC while City Utilities of Springfield retains ownership.
- f. DPS will bear the cost of providing and maintaining primary and redundant backhaul connectivity between the Zone Four MSC and the MOSWIN MSC in Weldon Spring, Missouri.

- g. DPS will contract with Motorola for a system upgrade agreement (SUAI) to ensure the Zone Four MSC remains in sequence with MOSWIN system software revisions through the end of the system support lifecycle.
- h. DPS will contract with Motorola to provide remote cyber-security monitoring and patching for the Zone Four MSC.
- i. DPS will facilitate quarterly meetings with the Zone Four Partners for the purpose of affirming this MOU, identifying and mitigating any performance or maintenance issues with the Zone Four MSC; coordinating system software enhancement release (“SER”) patches; coordinating any system-wide (global) changes affecting all zones with MOSWIN; coordinating unified cyber-security policy and standard operating procedures; and addressing any unforeseen system infrastructure issues that have the potential to impact any or all zones within MOSWIN.
- j. The DPS Director and Missouri Interoperability Center (“MIC”) Director will maintain the “master password” for the MOSWIN system.
- k. DPS, through the MIC Director, shall review and approve all method of procedures (“MOP”) submitted by the Zone Four Partners. Zone Four Partners may request access to restricted levels of access/permissions in the MOSWIN system management software that have system-wide impacts. The request is made by contacting the MIC Director with an accompanying MOP detailing the proposed change and the system-wide implications of the change.
- l. DPS will ensure that upgrades to the Zone Four MSC are coordinated with and approved by the MOSWIN governance committee, on which the Zone Four Partners will have representation, and coordinated with Zone Four Partners prior to any upgrade, to ensure consistent software revisions in each controller that enable effective operation between the Parties.
- m. DPS will ensure that no changes, including upgrades, are made to the existing MOSWIN system that impact the operation or functionality of Zone Four radio communications network without approval of the Zone Four Partners’ designated representative and without 72 hours’ notice.
- n. DPS recognizes the Springfield-Greene County Trunked Radio System Management Board (“Board”) is the coordinating body for the Zone Four trunked radio system, and that this MOU does not seek to make any changes to the Board or to its authorized responsibilities for the Zone Four trunked radio system. DPS will work with the Board or its designated representative as defined in this MOU.

III. Duties of the Zone Four Partners

- a. The members of the Zone Four Partners will own, operate and be financially responsible for maintaining and upgrading all of their trunked radio system assets.
- b. Although DPS will be responsible for the administration of the Zone Four MSC pursuant to § II.e of this MOU, the City Utilities of Springfield will own, operate and be financially responsible for maintaining the Zone Four MSC.

- c. The Zone Four Partners will contract with Motorola for a system upgrade agreement (SUAI) to ensure its radio/rf sites remain compatible with MOSWIN system software revisions through the end of the system support lifecycle or as long as this MOU is in effect, whichever is shorter.
- d. The Zone Four Partners will ensure consoles remain compatible with the MOSWIN system.
- e. The Zone Four Partners will send a representative to be an active participant on the MOSWIN Governing Board.
- f. Each individual Zone Four Partner will fulfill any obligation it may have as set forth in any other agreement related to the ownership, administration, improvement, maintenance, or use of the Zone Four trunked radio system and its components, or funding of same. This paragraph specifically applies to the resolution of any disputes among the Zone Four Partners.

IV. Duties of Both Parties

- a. Each Party will designate a representative for the purpose of administering this MOU.

The DPS representative is designated as the DPS Director. The DPS Director may designate, by written notice, other persons having the authority to act on behalf of DPS in regard to this MOU.

The Zone Four Partners, acting through the Board, shall designate such a representative in a timely manner following execution of this agreement and may designate, by written notice, other persons having the authority to act on behalf of the Zone Four Partners in further performance of this MOU.

V. General Provisions

- a. HEADINGS. Item or section headings, if any, are for convenience only and are not to be used to interpret or define the provisions of this MOU;
- b. NUMBER AND GENDER IRRELEVANT. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders;
- c. SEVERABILITY. Nothing in this MOU is intended to conflict with applicable law, regulation or directives. Accordingly, the provisions of this MOU are severable and, in the event any provision of this MOU is determined to be invalid, in whole or in part, such unenforceable or invalid provision shall not affect the legality, enforceability or validity of the rest of this MOU. If feasible, the offending provision shall be replaced with an enforceable and valid provision that is as similar in tenor to the offending provision as possible. If the offending provision cannot be so modified, it shall be considered deleted from this MOU. Unless otherwise required by law, the illegality, invalidity, or enforceability of any provision of this MOU shall not affect the legality, validity or enforceability of any other provision of this MOU;
- d. NO PRIVATE RIGHT. This MOU is between the State of Missouri, Department of Public Safety (DPS) and the Zone Four Partners, consisting of the City Utilities of Springfield, Missouri; the City of Springfield, Missouri; and Greene County, Missouri; and their respective successors. Other than these identified entities, it does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, or other officers, employees, agents,

or associated personnel of the Parties. Nothing in this MOU is intended to restrict the authority of either Party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction;

- e. **ISSUE RESOLUTION.** Throughout the course of this MOU, issues such as scope, interpretation of provisions, unanticipated technical matters (including improvements), and other concerns may arise. Parties agree to appoint their respective points of contact to work in good faith towards resolution;
- f. **ENTIRE MOU.** This MOU constitutes the entire agreement between the Parties with regard to the matters set forth herein. This MOU may be modified upon the mutual written consent of the Parties; however, any such changes must be in writing, duly signed by their authorized representatives. This MOU, including any amendments, will be reviewed annually on or around the anniversary of its effective date;
- g. **RESPONSIBILITY ONLY FOR OWN ACTIONS.** To the extent governed by applicable state law, each Party will be responsible for its own acts and results arising from those actions and shall not be responsible for the acts of the other Party and results arising from those actions;
- h. **ASSUMPTION OF RISK AND LIABILITY ONLY FOR OWN ACTIONS.** Each Party agrees, to the extent allowed by law, that it will assume all risk and liability to itself and its agents and employees for any cause of action resulting from any operations or conduct of its agents or employees under this MOU. Each Party's liabilities shall be governed by applicable state law;
- i. **NO WAIVER OF IMMUNITY.** Nothing in this agreement shall be construed as a waiver by either Party of any applicable immunity, including sovereign immunity as enjoyed by the parties under § 537.600 of the Revised Statutes of Missouri.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The Memorandum of Understanding is hereby entered into between the State of Missouri, Department of Public Safety and the Zone Four Partners, consisting of the City Utilities of Springfield, Missouri; the City of Springfield, Missouri; and Greene County, Missouri, and becomes effective on the last date of execution by all Parties.

Missouri Department of Public Safety

By: Sandra Karsten

Name: Sandra K. Karsten

Title: Director

Date: 08-16-19

Approved as to form by legal counsel:

By: Nathan Weinert

Name: Nathan Weinert

Title: General Counsel

Date: 16 Aug 2019

City Utilities of Springfield, Missouri

By: Scott Miller

Name: Scott Miller

Title: General Manager

Date: 7/26/19

Approved as to form by legal counsel:

By: Drew Hilpert

Name: Drew Hilpert

Title: Senior Utility Counsel

Date: 7-12-19

City of Springfield, Missouri

By: Jason Gage

Name: Jason Gage

Title: City Manager

Date: 7-30-19

Approved as to form by legal counsel:

By: Christopher Hoeman

Name: Christopher Hoeman

^{Assistant}
Title: City Attorney

Date:

Greene County, Missouri

By: Bob Dixon

Name: Bob Dixon

Title: Presiding Commissioner

Date: 07/23/2019

Greene County, Missouri

By: 

Name: Harold Bengsch

Title: Commissioner

Date: 7-23-2019

Approved:

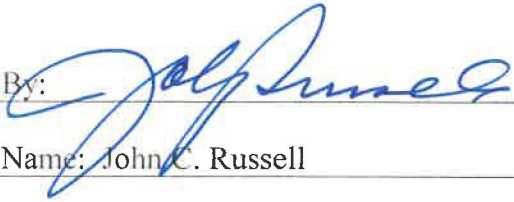
By: 

Cindy Stein, Greene County Auditor

By: 

Shane Schoeller, Greene County Clerk

Greene County, Missouri

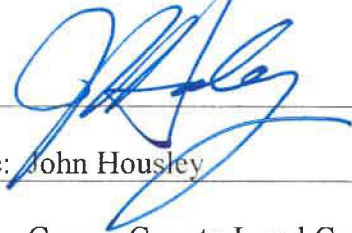
By: 

Name: John C. Russell

Title: Commissioner

Date: 7/23/2019

Approved as to form by legal counsel:

By: 

Name: John Housley

Title: Greene County Legal Counsel

Date:

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 11-22-22

Sponsored by: McClure

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 294

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept grant funds in the amount
2 of \$5,000 from the Musgrave Foundation, administered by the
3 Community Foundation of the Ozarks, to help fund the 2022
4 Kindergarten Readiness Study conducted by the Mayor's Commission
5 for Children in collaboration with Missouri State University.
6 _____
7

8 WHEREAS, the Kindergarten Readiness Study ("Study") has been conducted by
9 the Mayor's Commission for Children ("Commission") in collaboration with Missouri
10 State University every four years since 2006; and
11

12 WHEREAS, the Study is conducted to determine if the community is gaining
13 access to better quality early childhood programs that prepare children for learning
14 when they enter school; and
15

16 WHEREAS, the Commission has been actively pursuing grant funds to help fund
17 the 2022 Study; and
18

19 WHEREAS, the Commission was previously notified on November 15, 2021, that
20 the Musgrave Foundation was granting \$5,000 to the Commission to help fund the
21 Study, said grant funds to be administered by the Community Foundation of the Ozarks,
22 and said funds were accepted by City Council in Special Ordinance 27623; and
23

24 WHEREAS, the Commission was notified on November 4, 2022, that the
25 Musgrave Foundation was granting an additional \$5,000 to the Commission to help
26 continue funding the Study.
27

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

31 Section 1 – The City Manager, or his designee, is authorized to accept additional
32 grant funds from the Musgrave Foundation, administered by the Community Foundation
33 of the Ozarks, in the amount of \$5,000 to help fund the 2022 Kindergarten Readiness

34 Study, and to do all things necessary to accept the grant funds, including entering into
35 an agreement accepting the funds or setting forth grant terms provided that such
36 agreement is approved as to form by the City Attorney or designee.
37

38 Section 2 – City Council hereby authorizes the amendment of the budget of the
39 Mayor's Commission for Children for Fiscal Year 2022-2023 in the accounts and in the
40 amounts shown on Budget Adjustment No. 028, said Budget Adjustment attached
41 hereto as "Exhibit A," and incorporated herein by this reference.
42

43 Section 3 – 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: Rhonda Lewaden, City Attorney
57

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

EXPLANATION TO COUNCIL BILL 2022- 294

FILED: 11-22-22

ORIGINATING DEPARTMENT: Mayor's Commission for Children

PURPOSE: To authorize the Mayor's Commission for Children ("Commission") to accept additional grant funds totaling \$5,000 from the Musgrave Foundation to help fund the 2022 Kindergarten Readiness Study.

BACKGROUND INFORMATION: The Kindergarten Readiness Study ("Study") has been conducted by the Commission in collaboration with Missouri State University every four years since 2006. The Study is conducted to determine if the community is gaining access to better quality early childhood programs that prepare children for learning when they enter school.

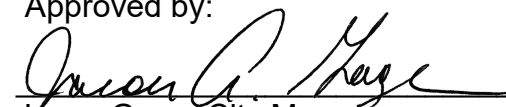
The 2022 Study began in the summer of 2022 and will conclude by February 2023. The results are expected to be released to the community in March or April 2023. The Commission has actively been pursuing grant funds to help fund the 2022 Study. In November 2021, the Musgrave Foundation awarded the Commission \$5,000 for the Study, which was accepted by City Council in Special Ordinance 27623. The Commission was notified on November 4, 2022, that the Musgrave Foundation was granting an additional \$5,000 to the Commission to help continue funding the Study. The Musgrave Foundation funds are administered by the Community Foundation of the Ozarks.

The Mayor's Commission for Children is authorized by City Code Section 2-282(5) to apply for grants and other awards that may be available to provide additional funding for the Commission and its mission.

Submitted by:


Brigitte Marrs, Executive Director

Approved by:


Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
028

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	06	53540	416030			\$ 5,000	Local Grant Revenue
Net Revenue Adjustment						\$ 5,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	06	53540	501260			\$ 5,000	Operating Supplies
Net Expenditure Adjustment						\$ 5,000	

Fund Balance Appropriation:

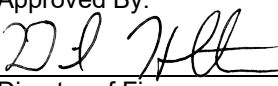
Fund	Title	Amount

Explanation: To amend the FY2022-23 budget by appropriating grant revenue from the Jerry Redfern Program of the Musgrave Foundation Fall 2022 for the Mayor's Commission for Children.

Requested By:

Department Head
11-22-22
Date

Approved By:



Director of Finance
11-22-22
Date

City Manager
Date

Authorization:

Council Bill No. 2022-294
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 11-08-22

Sponsored by: Horton, McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 281

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Municipal Agreement
2 with the Missouri Highways and Transportation Commission to
3 coordinate the construction and maintenance of improvements along
4 Kearney Street.
5 _____
6

7 WHEREAS, the City and the Missouri Highways and Transportation Commission
8 ("MHTC") desire to coordinate the construction and maintenance of improvements along
9 Kearney Street, designated as Route 744, Greene County, MHTC Job No. J8S3145,
10 J8S3149, J8S3172 and J8S3190; and
11

12 WHEREAS, MHTC will be performing ADA, safety, and operational
13 improvements on Missouri Route 744 (Kearney Street); and
14

15 WHEREAS, the City wishes to grant the right to use City right-of-way as
16 necessary to perform these improvements; and
17

18 WHEREAS, MHTC is responsible for design, construction, inspection, and
19 funding of these improvements.
20

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

24 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
25 enter into a Municipal Agreement with MHTC, said agreement to be substantially in the
26 form and content as that document attached hereto and incorporated herein by
27 reference as "Exhibit 1."
28

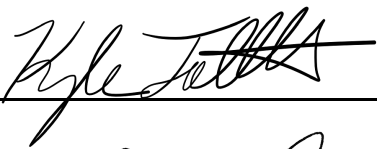
29 Section 2 – This Ordinance shall be in full force and effect from and after
30 passage.
31

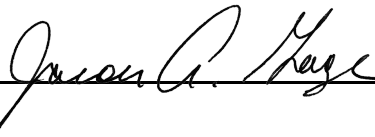
32 Passed at meeting: _____
33

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- 281

FILED: 11-08-22

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission ("MHTC") to coordinate the construction and maintenance of improvements along Kearney Street, designated as Route 744, Greene County, MHTC Job No. J8S3145, J8S3149, J8S3172 and J8S3190.

BACKGROUND INFORMATION: This agreement will allow the MHTC the use of City right-of-way and other property owned by the City as necessary for the project. The projects consist of ADA, safety, and operational improvements on Missouri Route 744 (Kearney Street). The improvements extend from the Kearney Street entrance of the old airport terminal east to just east of the intersection of Kearney Street and LeCompte Road, approximately 9 miles.

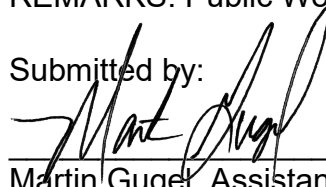
MHTC is responsible for all funding related to these improvements. Additionally, MHTC is responsible for the design, construction, and inspection of the improvements.

Supports the following City Council Priorities:

- Public Safety
- Fiscal sustainability

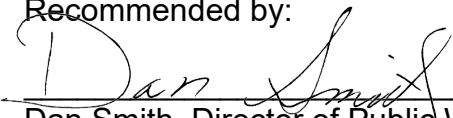
REMARKS: Public Works recommends approval of this Council bill.

Submitted by:



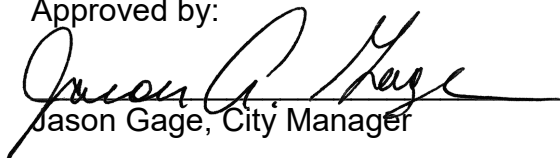
Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

CCO Form: DE11
 Approved: 04/93 (CEH)
 Revised: 12/21 (BDG)
 Modified:

Municipal Agreement
 Route: 744
 County: Greene
 Job Nos.: J8S3145, J8S3149,
 J8S3172 & J8S3190
 Agreement No. 2022-06-70659

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

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

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 744, Greene County, Job No. J8S3145, J8S3149, J8S3172 and J8S3190 shall consist of ADA, safety and operational improvements on MO Route 744 (Kearney Street).

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

J8S3145: Beginning at Log Mile 0.000, a point at the intersection of Route 744 and the Springfield-Branson National Airport entrance, run in a generally easterly direction along Route 744 to Log Mile 9.045, a point at the intersection of Route 744 and LeCompte Avenue. Length of improvement within city is 9.0 miles.

J8S3190: Beginning at Station 972+96.42, a point approximately 20 feet west of the intersection of Route 744 and North Airport Plaza Avenue, run in a generally easterly direction along Route 744 to Station 108+87.17, a point 385 feet west of the intersection of Route 744 and Route 13. Length of improvement within city is 1.8 miles.

J8S3149: Beginning at Station 114+47.35, a point approximately 170 feet east of the intersection of Route 744 and Route 13, run in a generally easterly direction along Route 744 to Station 257+47.40, a point approximately 115 feet west of the intersection of Route 744 and Interstate Loop 44 (Glenstone Avenue). Length of improvement within city is 2.7 miles.

J8S3172: Beginning at Station 13+00.00, a point 440 feet east of the intersection of Route 744 and Interstate Loop 44 (Glenstone Avenue), run in a generally easterly direction along Route 744 to Station 110+50.00, a point approximately 340 feet west of the intersection of Route 744 and US Route 65. And from Station 138+00.00, a point

approximately 215 feet west of the intersection of Route 744 and LeCompte Avenue, run in a generally easterly direction along Route 744 to Station 143+00.00, a point approximately 285 feet east of the intersection of Route 744 and LeCompte Avenue. Length of improvement within city is 1.9 miles.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J8S3145, J8S3149, J8S3172 and J8S3190.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs

incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are

necessary to assure compliance with this Subsection.

(10) LIGHTING: The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case

include maintenance or repair of water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) Effective upon completion of construction, the Commission shall transfer ownership to the City, and the City will accept the portions of existing highways within City replaced by this improvement.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(17) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (16) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(18) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(19) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(20) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(21) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(22) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(23) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,500,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as

provided by federal and state constitution or law.

(24) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(25) COMMISSION REPRESENTATIVE: The Commission's Southwest District 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.

(26) CITY REPRESENTATIVE: The City's City Manager is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(27) 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 upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
Jason Gage, City Manager
City of Springfield
840 Boonville Avenue
4th Floor
Springfield, Missouri 65802
417-864-1006
- (B) To the Commission:
Steve Campbell, District Engineer
Missouri Department of Transportation, Southwest District
3025 East Kearney Street
Springfield, Missouri 65803
417-895-7610

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(28) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(29) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(30) 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.

(31) 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 City.

(32) 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.

(33) 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.

[remainder of page intentionally left blank]

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

Executed by the City on _____(Date).

Executed by the Commission on _____(Date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

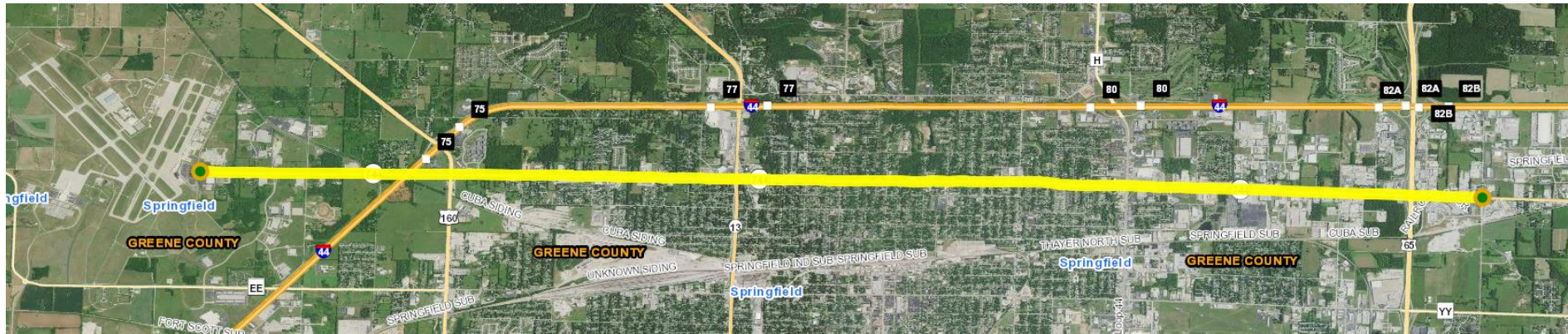
Commission Counsel

By: _____

Title: _____

Ordinance Number _____

EXHIBIT A



Job No. J8S3145, J8S3149, J8S3172 and J8S3190

County: Greene

Route: MO 744 (Kearney Street)