



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 December 12, 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 28, 2022, CITY COUNCIL MEETING, THE NOVEMBER 29, 2022, SPECIAL CITY COUNCIL**

MEETING, AND THE DECEMBER 6, 2022, SPECIAL CITY COUNCIL MEETING.

[NOVEMBER 28, 2022 MINUTES](#)

Documents:

[11-29-22SPECIALCITYCOUNCILMEETING.PDF](#)

[12-6-22SPECIALCITYCOUNCILMEETING.PDF](#)

3. **FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.**
4. **CEREMONIAL MATTERS.**
5. **CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETING.**
6. **SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On.**
7. **Council Bill 2022-276 (Simpson) (Tabled Until The 12-12-22 City Council Meeting.)**

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](#)

8. **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](#)

9. 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](#)

10. 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](#)

11. 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](#)

12. 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](#)

13. 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](#)

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

15. Council Bill 2022-295 (Simpson)

A resolution declaring the intent of the City of Springfield to annex approximately 27 acres of private property generally located at 6621 South Innovation Avenue, and referenced as Annexation A-1-2023, into the City. (Staff recommends approval.)

Documents:

[2022-295.PDF](#)

16. EMERGENCY BILLS.

17. PUBLIC IMPROVEMENTS.

18. GRANTS.

19. AMENDED BILLS.

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

21. Council Bill 2022-296 (McGull)

A general ordinance amending the Springfield Land Development Code.

Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.32 acre of property generally located at 1708 South Sieger Drive from R-SF, Single-family Residential District, to O-1, Office District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: School For Investors LLC; 1708 S. Sieger Drive; Z-25-2022.)

Documents:

[2022-296.PDF](#)

22. **Council Bill 2022-297 (Schilling)**

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits;' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones;' for the purpose of annexing approximately 1.14 acres of private property and 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 of Springfield. (By: Hale Real Estate, LLC; 354 W. Buena Vista Street; A-4-2022.)

Documents:

[2022-297.PDF](#)

23. **Council Bill 2022-298 (Schilling)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.15 acres of property generally located at 354 West Buena Vista Street from Greene County C-2 to GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Hale Real Est LLC; 354 W. Buena Vista Street; Z-26-2022.)

Documents:

[2022-298.PDF](#)

24. **Council Bill 2022-299 (McGull)**

A general ordinance amending the Official Map of the City of Springfield, Missouri, adopted pursuant to General Ordinance 1478, by changing the street name of the 3100-3399 block of North Mulroy Road to North Beaver Road. (Staff and Planning and Zoning Commission both recommend approval.) (By: Buc-ee's; 3100-3399 block of North Mulroy Road; Street Name

Change No. 80.)

Documents:

[2022-299.PDF](#)

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

26. **Council Bill 2022-300 (McClure)**

A special ordinance approving the Fourth Amendment to the Employment Agreement by and between the City of Springfield, Missouri, and Anita J. Cotter; authorizing the Mayor to execute such Amendment; and authorizing payment of salary and benefits to Anita J. Cotter in accordance with the provisions of the Fourth Amendment.

Documents:

[2022-300.PDF](#)

27. **PETITIONS, REMONSTRANCES AND COMMUNICATIONS.**

28. **NEW BUSINESS.**

29. **UNFINISHED BUSINESS.**

30. **MISCELLANEOUS.**

31. **CONSENT AGENDA – FIRST READING BILLS. See Item #3.**

32. **Council Bill 2022-301(Hardinger)**

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Missouri Highways and Transportation Commission and Branson Vacation Radio for the purpose of sharing video from the closed-circuit television traffic monitoring cameras owned and operated by Missouri Department of Transportation and the City of Springfield.

Documents:

[2022-301.PDF](#)

33. **Council Bill 2022-302 (Hosmer)**

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Missouri Highways and Transportation Commission and Gray Media Group, Inc., dba KYTV, for the purpose of sharing video from the closed-circuit television traffic monitoring cameras owned and operated by Missouri Department of Transportation and the City of Springfield.

Documents:

[2022-302.PDF](#)

34. Council Bill 2022-303 (Lear)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Missouri Highways and Transportation Commission and NEXSTAR Media Group, Inc., dba KOZL, for the purpose of sharing video from the closed-circuit television traffic monitoring cameras owned and operated by Missouri Department of Transportation and the City of Springfield.

Documents:

[2022-303.PDF](#)

35. Council Bill 2022-304 (Ollis)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Missouri Highways and Transportation Commission and Queen B Television of Kansas/Missouri LLC dba KOAM/KFJX for the purpose of sharing video from the closed-circuit television traffic monitoring cameras owned and operated by Missouri Department of Transportation and the City of Springfield.

Documents:

[2022-304.PDF](#)

36. CONSENT AGENDA – ONE READING BILLS.

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

38. 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](#)

39. Council Bill 2022-304 (McClary)

39. **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](#)

40. **BOARD CONFIRMATIONS.**

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

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

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

Confirm the following reappointment to the Board of Public Utilities: Louise Knauer with term to expire December 1, 2025.

Confirm 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.

41. **END OF CONSENT AGENDA.**

42. **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 29, 2022
Springfield, Missouri

The City Council met in special session on November 29, 2022, in the Councilman Denny Whayne Conference Room (Busch Building, 4th Floor). The meeting was called to order by Mayor Ken McClure.

Roll Call

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

*Attended via Zoom

Closed Session

Councilman Hosmer moved City Council hold a closed meeting to discuss hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded pursuant to Section 610.021(3) RSMo.; and this meeting, record, and vote shall be closed, and the City Council shall stand adjourned at the end of the closed session.

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

Prepared by
Michelle Brown

Anita J. Cotter, CMC/MRCC
City Clerk

December 6, 2022
Springfield, Missouri

The City Council met in special session on December 6, 2022, in the Councilman Denny Whayne Conference Room (Busch Building, 4th Floor). The meeting was called to order by Mayor Ken McClure.

Roll Call

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

*Attended via Zoom

Closed Session

Mayor Pro Tem Simpson moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor pursuant to Section 610.021(2), RSMo.; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected; pursuant to Section 610.021(12), RSMo; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

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

Prepared by
Michelle Brown

Anita J. Cotter, CMC/MRCC
City Clerk

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.

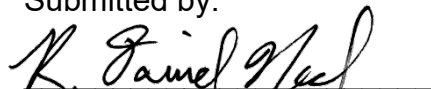
3. The proposed business is primarily auto oriented with no indoor seating. The site is challenging in that it is shallow and therefore limits the drive through lanes location and configuration. The design of the building is not oriented towards the street (Sunshine) as preferred by the Comprehensive 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:

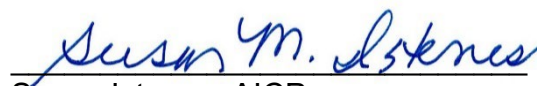
The Planning and Zoning Commission held a public hearing on October 6, 2022, and recommended denial, by a vote of 5 to 1 of the proposed conditional use permit (see the attached "Exhibit C," Record of Proceedings).

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

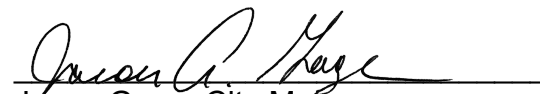
Submitted by:


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

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opinion that overall, the application meets the standards for approval of a Conditional Use Permit (Attachment 3).

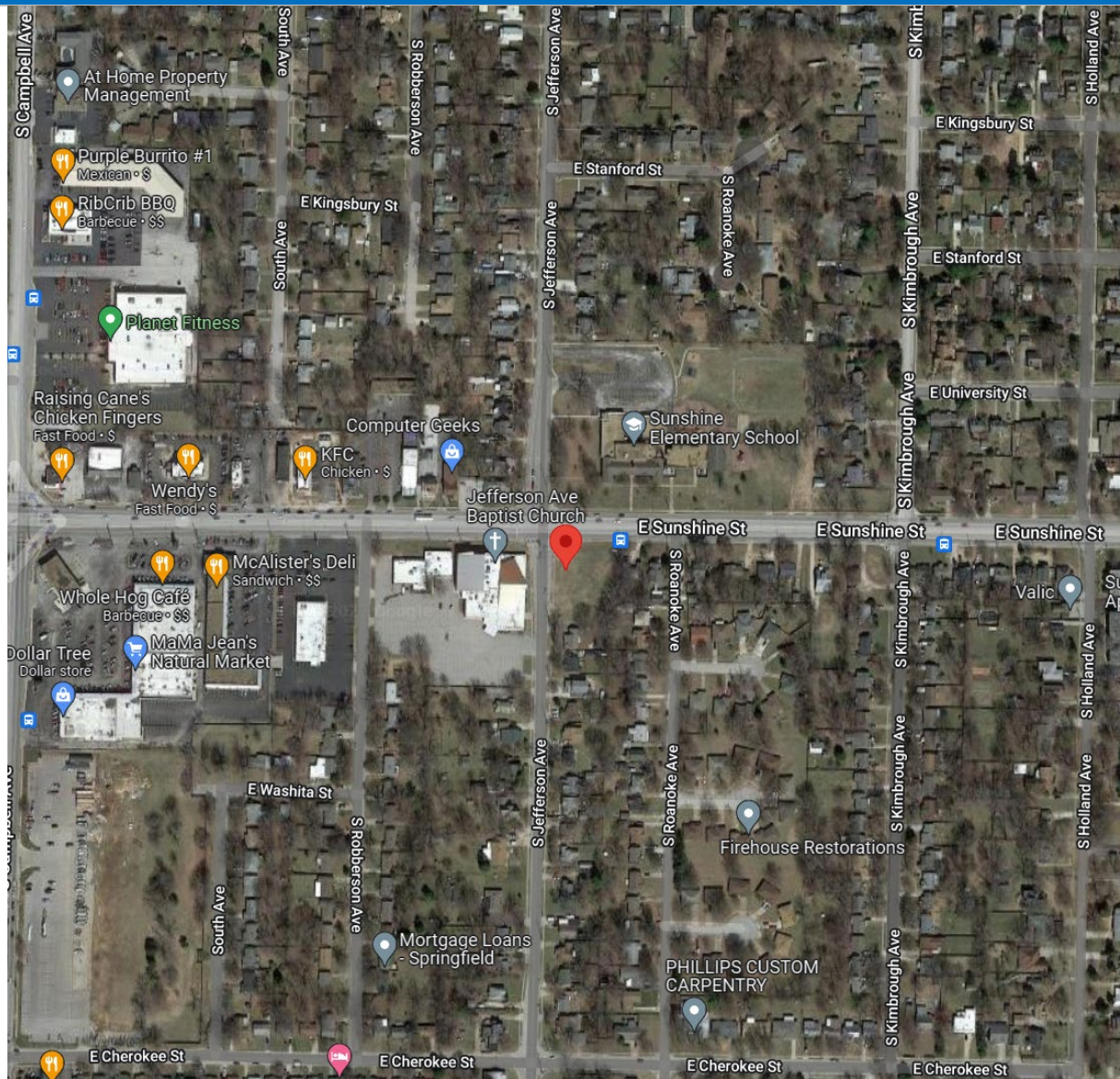
4. Approval of this application is subject to the Requirements for Approval (Attachment 2) and site plan (Attachment 5).
5. Approval of this request will provide for continued redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

SURROUNDING ZONING AND LAND USES:

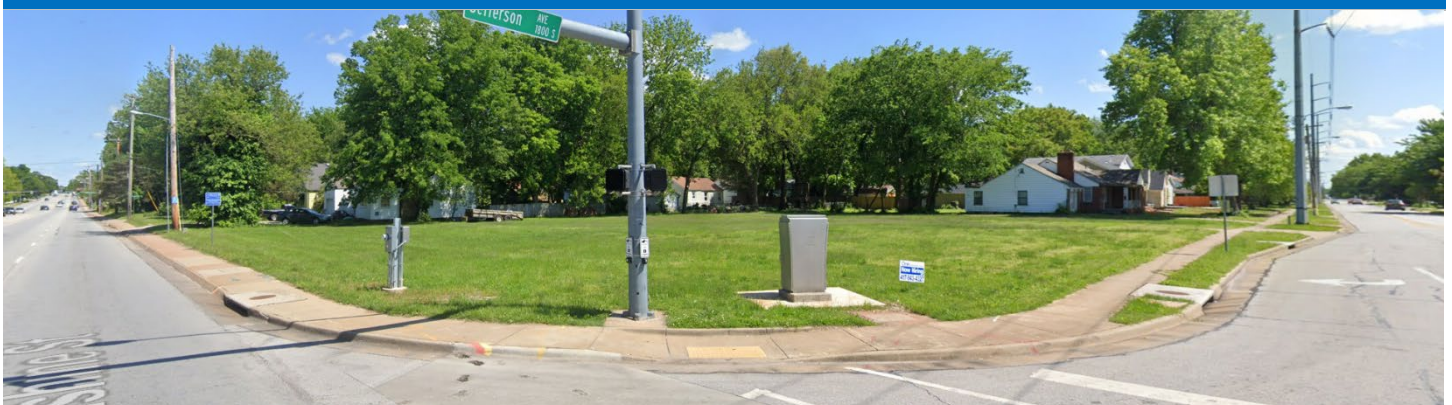
	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-SF	R-SF	R-SF
LAND USE	Elementary school uses	Single-family residential uses	Single-family residential uses	Church uses

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GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

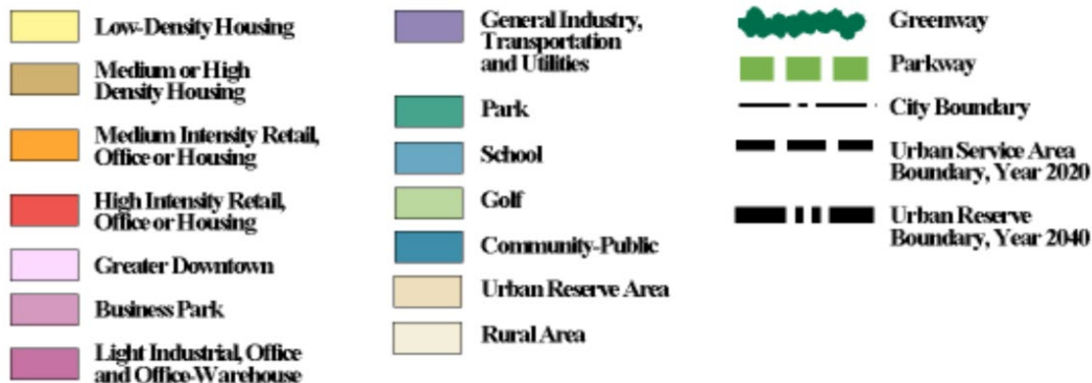
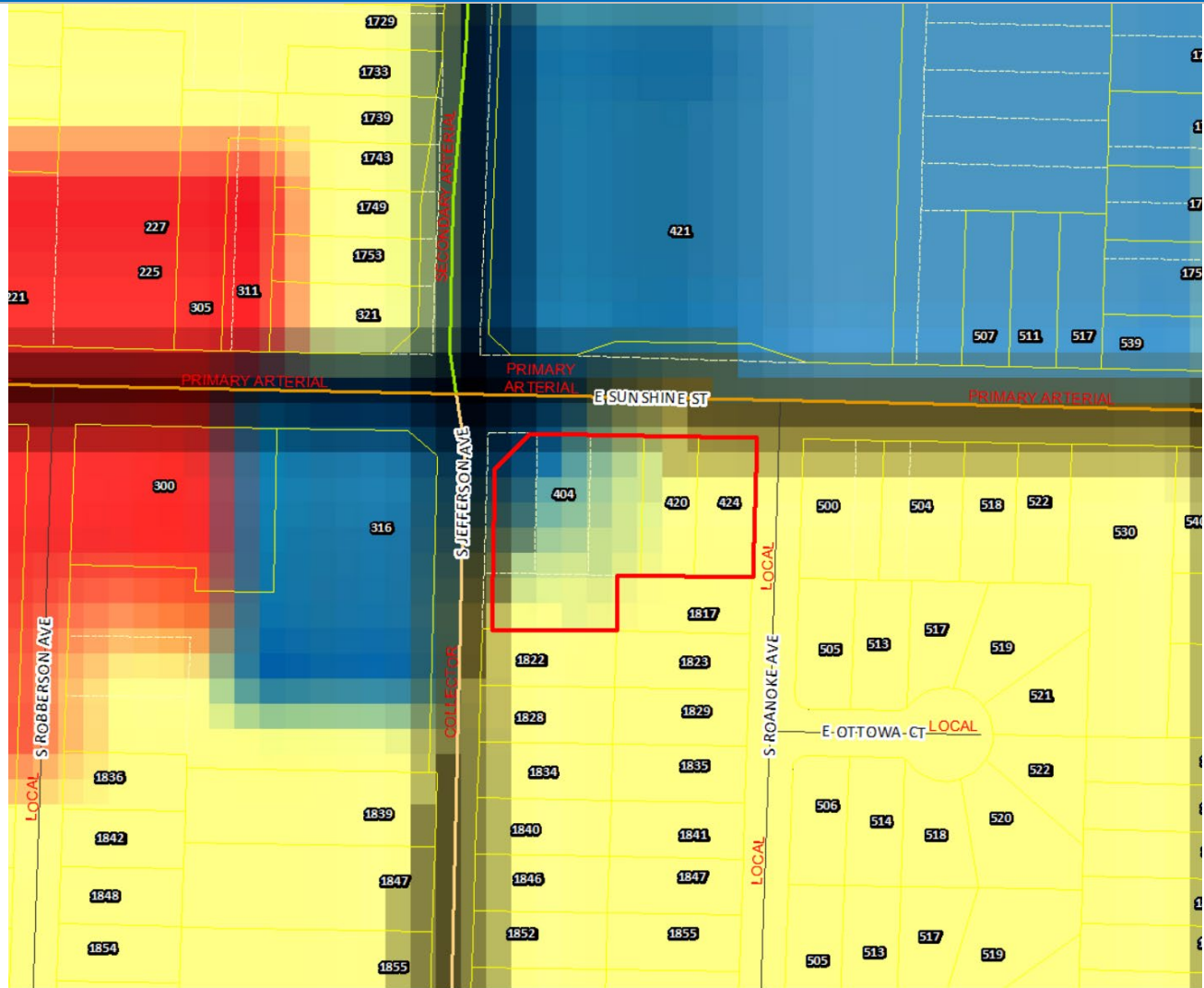


GOOGLE MAPS STREET VIEW:



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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

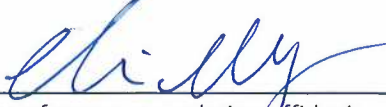
1. Request change to zoning from: LB to LB with CUP to allow a Drive Thru
(existing zoning) (proposed zoning)
2. Meeting Date & Time: September 15, 2022 From 4PM to 6:30
3. Meeting Location: 404 E Sunshine Street
4. Number of invitations that were sent: _____
5. How the mailing list was generated: City 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.

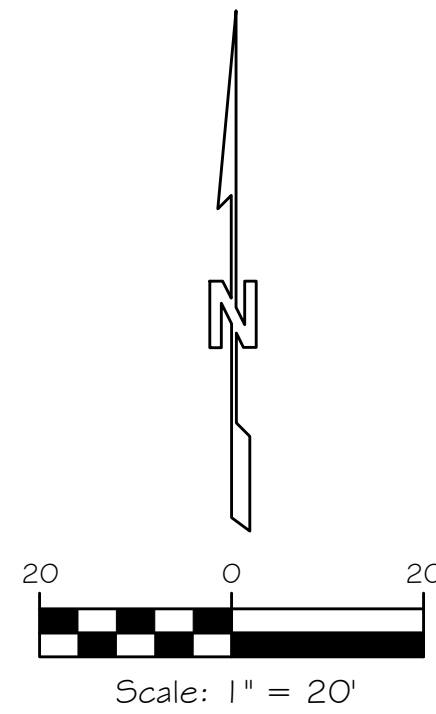
SUNSHINE & JEFFERSON - NEIGHBORHOOD MTG - SEPTEMBER 15, 2022



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

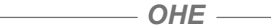
REQUIRED FRONTAGE LANDSCAPE AREA = 347 FT * 10 SF/FT = 3,470 SF

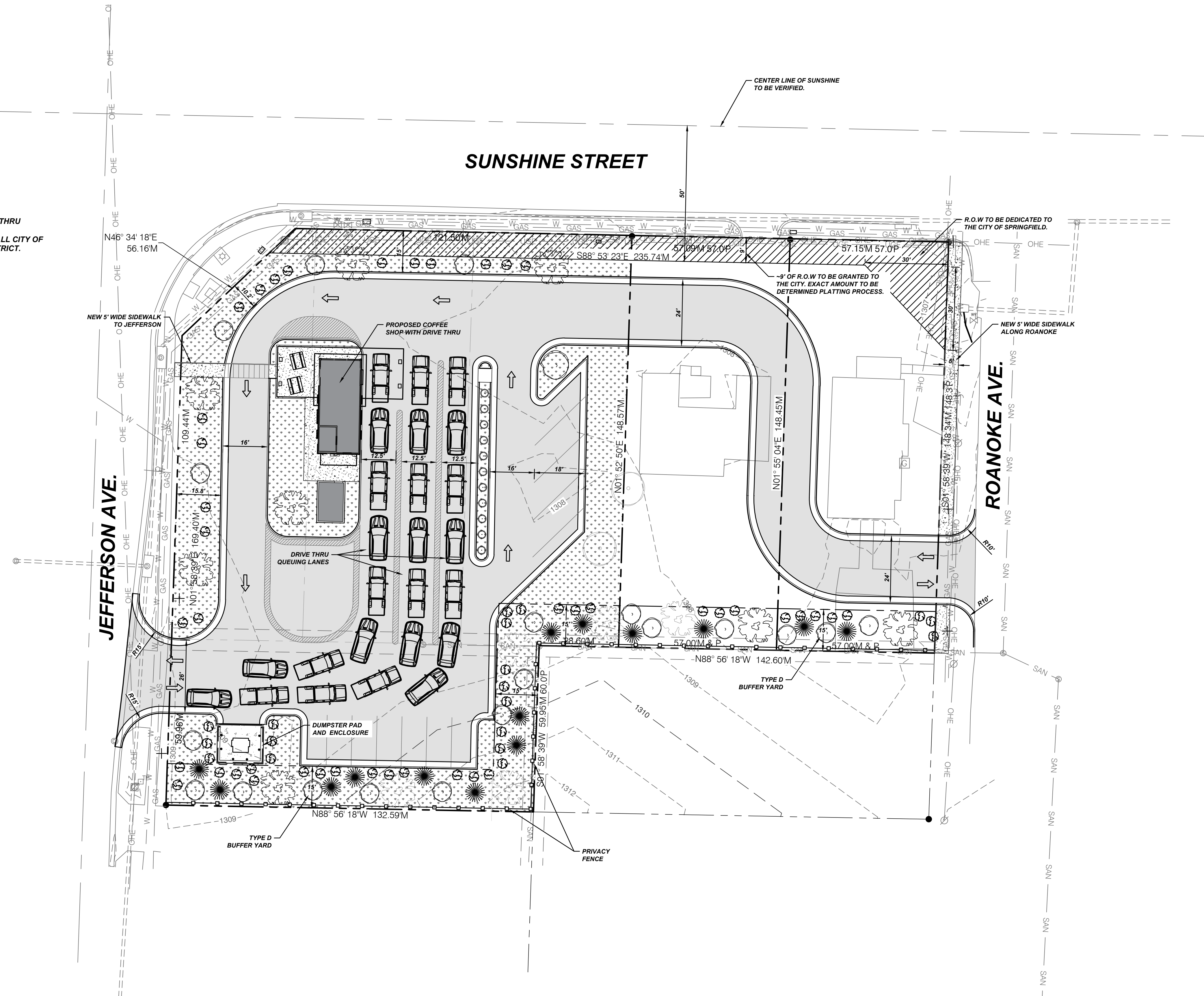
PROVIDED FRONTAGE LANDSCAPE AREA = 4,545 SF

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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Tel: 417.889.3400
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. _____
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.

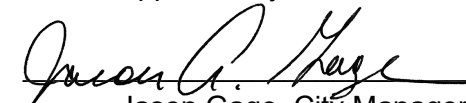
Submitted by:


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

nsive
Housing
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Program; repeal:
22696,
22269,
21682 and G.O.
4146; adopt new
program
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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271d7	10/8/2018	A S.O.
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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.

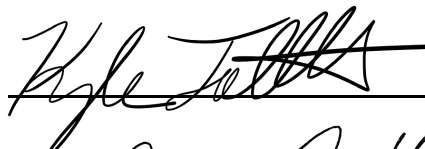
44
45 Section 4 – This Ordinance shall be in full force and effect from and after
46 passage.

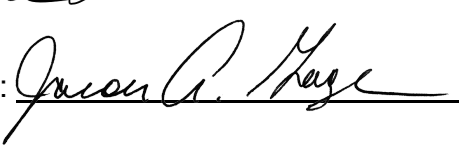
47
48 Passed at meeting: _____

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:

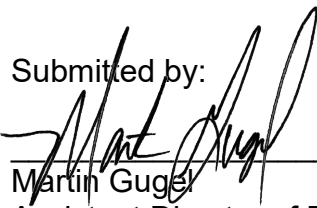
<u>Contractor</u>	<u>Bid Amount</u>
KCI Construction Company	\$1,797,790.00
Hunter Chase & Associates, Inc.	\$1,883,786.00
D & E Plumbing and Heating, Inc.	\$2,063,138.95
Engineer's Estimate	\$1,739,605.00

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.

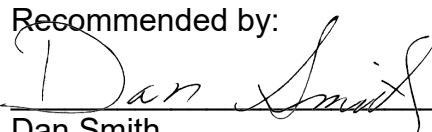
Supports the following City Council Priorities:

- Public safety
- Quality of Place
- Fiscal sustainability

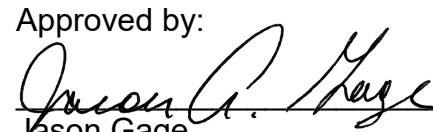
REMARKS: Public Works recommends acceptance of the bid of KCI Construction Company as the lowest responsible bid and passage of this Council bill.

Submitted by:


Martin Gugel
Assistant Director of Public Works

Recommended by:


Dan Smith
Director of Public Works

Approved by:


Jason Gage
City Manager

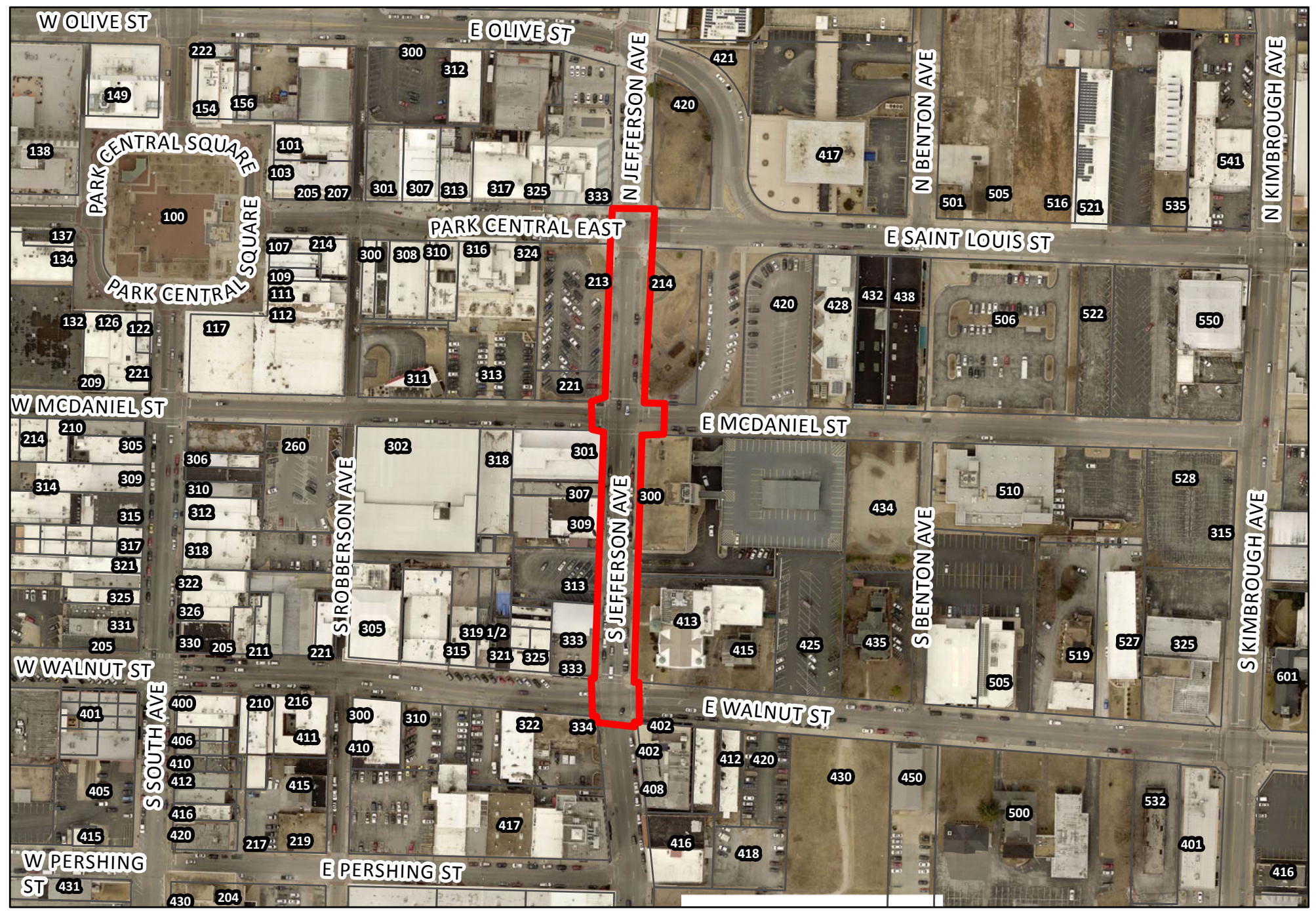


Exhibit B

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.

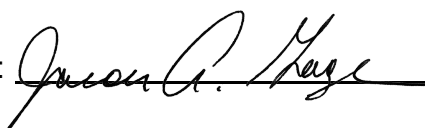
83 Passed at meeting: _____

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.

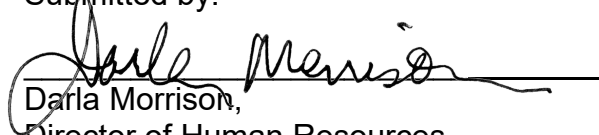
Additionally, one new full-time equivalent ("FTE") position of Solid Waste Operations Associate, CTL-5 is being recommended for the Environmental Services Department based on existing and long-term operational and service needs at the Yardwaste Recycling Center ("YRC"); and one new full-time equivalent ("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

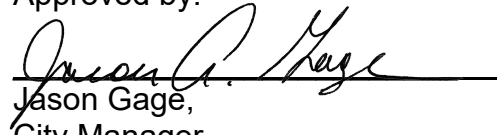
Services position for Fiscal Year 2024 are projected at \$66,438 and for the Human Resources position they are projected at \$77,807.

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.

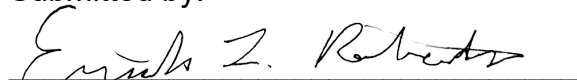
5. Plans, specifications, and a cost estimate have been prepared by the Department of Environmental Services and are on file in the Director's office.
6. The project was advertised in *The Daily Events* on October 10, 2022, through October 15, 2022.
7. Bids were opened in the Busch Building, Conference 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

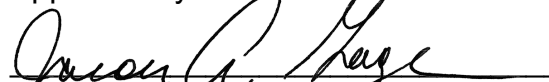
Recommended by:



Erin Kemper, P.E.

Director of Environmental Services

Approved by:

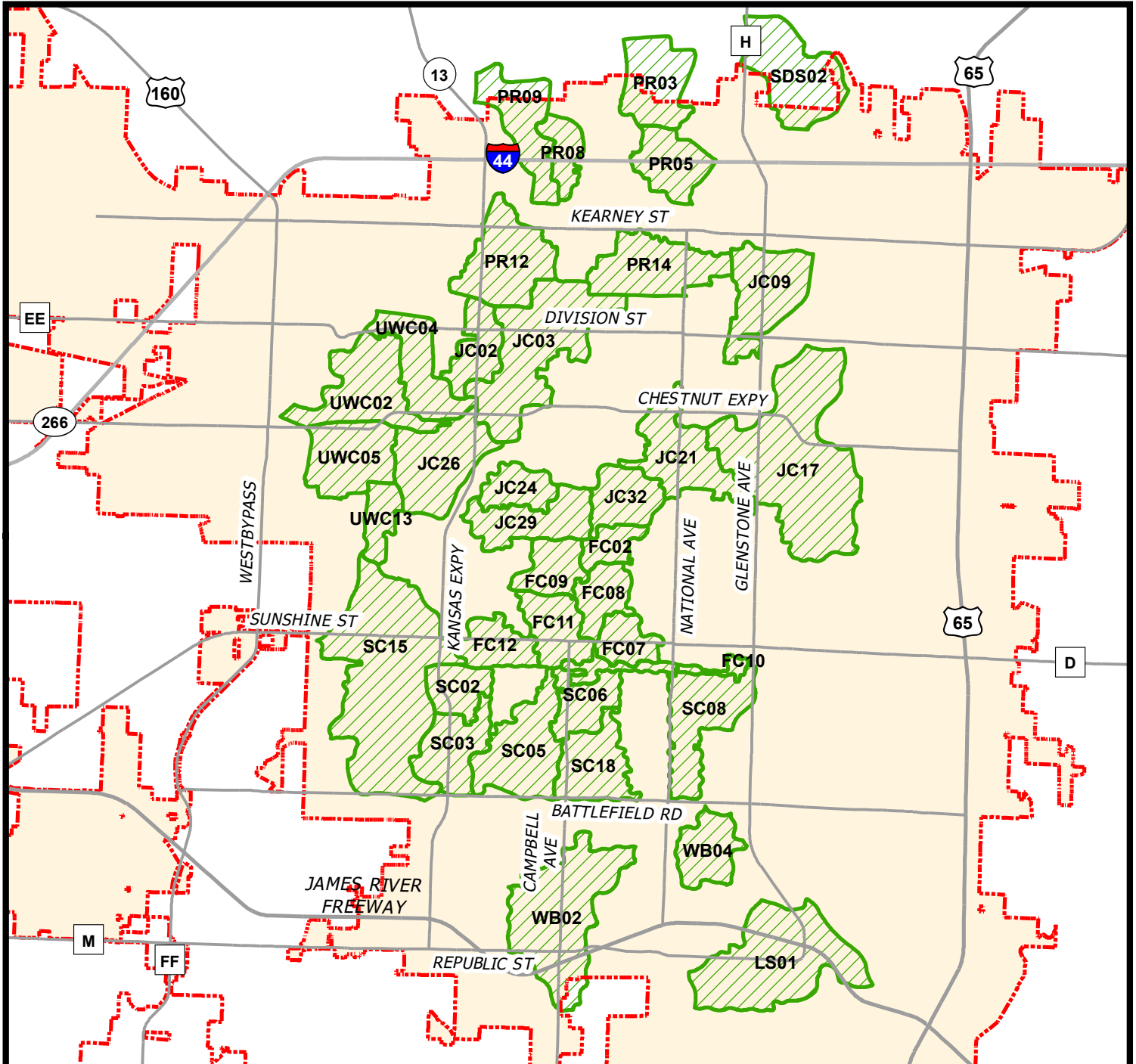


Jason Gage

City Manager



SPRINGFIELD, MISSOURI SANITARY SEWER OVERFLOW CONTROL PROGRAM GROUP 7 PUBLIC SEWER REHABILITATION - Open Cut Repairs



Sanitary Sewer Sub-basin Labels

Legend

- Major Streets/Highways
- Sanitary Sewer Sub-basins with Group 7 Rehab
- City Limit Boundary
- City of Springfield Area

- | | | |
|-------------------------------------|-------------------------------------|-----------------------------------|
| 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:

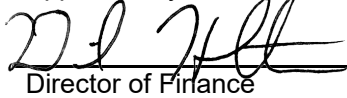
Fund	Title	Amount
53020	Clean Water Improvement Fund	(4,871,904)

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

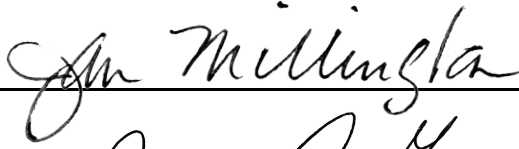
28 Section 2 – This Ordinance shall be in full force and effect from and after
29 passage.
30

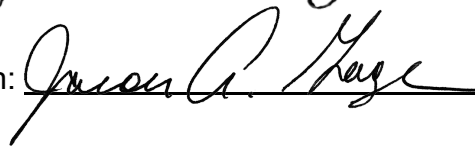
31 Passed at meeting: _____
32

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.

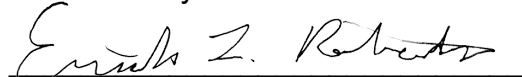
BACKGROUND INFORMATION: In accordance with applicable state and federal solid waste regulations, the City is required to submit and maintain a Financial Assurance Instrument ("FAI") acceptable to the MoDNR, to secure the future closure and post-closure care of all currently active and previously closed 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.

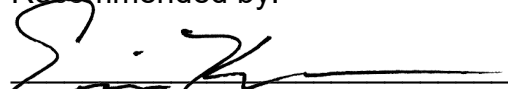
Submitted by:



Erick Roberts

Asst. Director of Environmental Services

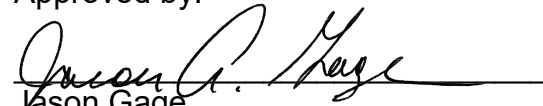
Recommended by:

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?

140.58 **152.74**
 acres for closure acres for post-closure

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 C. 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.

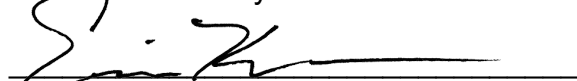
Submitted by:



Erin Kemper

Director of Environmental Services

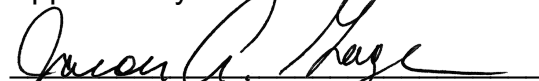
Recommended by:



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. X
P. Hmgs.
Pgs. 20
Filed: 12-06-22

Sponsored by: Simpson

COUNCIL BILL 2022 - 295 RESOLUTION

A RESOLUTION

DECLARING the intent of the City of Springfield to annex approximately 27 acres of private property generally located at 6621 South Innovation Avenue, and referenced as Annexation A-1-2023, into the City. (Staff recommends approval.)

WHEREAS, the owners of the private property generally located at 6621 South Innovation Avenue have petitioned for voluntary annexation into the City of Springfield; and

WHEREAS, the property to be annexed is within the Urban Service Area and is contiguous and compact to the City of Springfield; and

WHEREAS, the City is required to announce its intention to initiate annexation procedures as required by law.

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

Section 1 – City Council hereby announces its intention to annex approximately 27 acres of private property generally located at 6621 South Innovation Avenue, and more completely described in “Exhibit A,” which is attached hereto and incorporated herein by this reference, into the City of Springfield.

Section 2 – The City Manager, or designee, is hereby authorized to do all things necessary and convenient to carry out the intent of this Resolution.

Section 3 – This Resolution shall be in effect immediately upon adoption.

Passed at meeting:

Mayor

Attest: , City Clerk

36 Filed as Resolution: _____

37

38

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

40

41

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

EXPLANATION TO COUNCIL BILL 2022 - 295

FILED: 12-06-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Declaring the intent of the City of Springfield, to annex approximately 27 acres of private property generally located at 6621 South Innovation Avenue into the City of Springfield. (Staff recommends approval.)

BACKGROUND INFORMATION:

The owners of the private property generally located at 6621 S. Innovation Ave. are requesting annexation into the City of Springfield (See "Exhibit B," Location Sketch). The owners of the property have signed petitions requesting voluntary annexation into the City of Springfield (See "Exhibit C," Annexation Petition). The proposed annexation does not include any adjacent public right-of-way. The property is within the City of Springfield's Urban Service Boundary and is contiguous and compact to the City of Springfield. The owner is proposing to annex and rezone for a new institutional use.

This Resolution only initiates the proposed annexation and does not annex the property. The property is currently zoned Greene County A-1, Agriculture District. The owners are requesting that the property be rezoned to a GI, Government and Institutional Use District which will be concurrently reviewed with the annexation public hearing in January. The City Council is required to hold a public hearing before the proposed annexation can be approved (see "Exhibit D," Annexation Schedule).

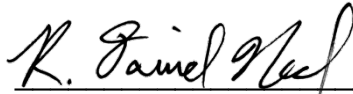
If this request is approved, staff will submit a Council Bill for a public hearing to consider annexation of this property.

REMARKS: Staff recommends approval to initiate the annexation based on the following:

1. The area to be annexed is contiguous to the City of Springfield and within the Urban Service Area. See "Exhibit B" for the location of the private property to be annexed.
2. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation.
3. The property owners have petitioned the City for annexation.
4. All City services can be provided to the property.
5. The City will receive sales and property tax revenue once annexed.

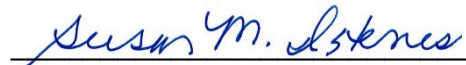
RECOMMENDATIONS: Staff recommends the initiation of the annexation of the subject property.

Submitted by:



Daniel Neal, Senior Planner

Recommended by:



Susan Istenes, AICP
Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

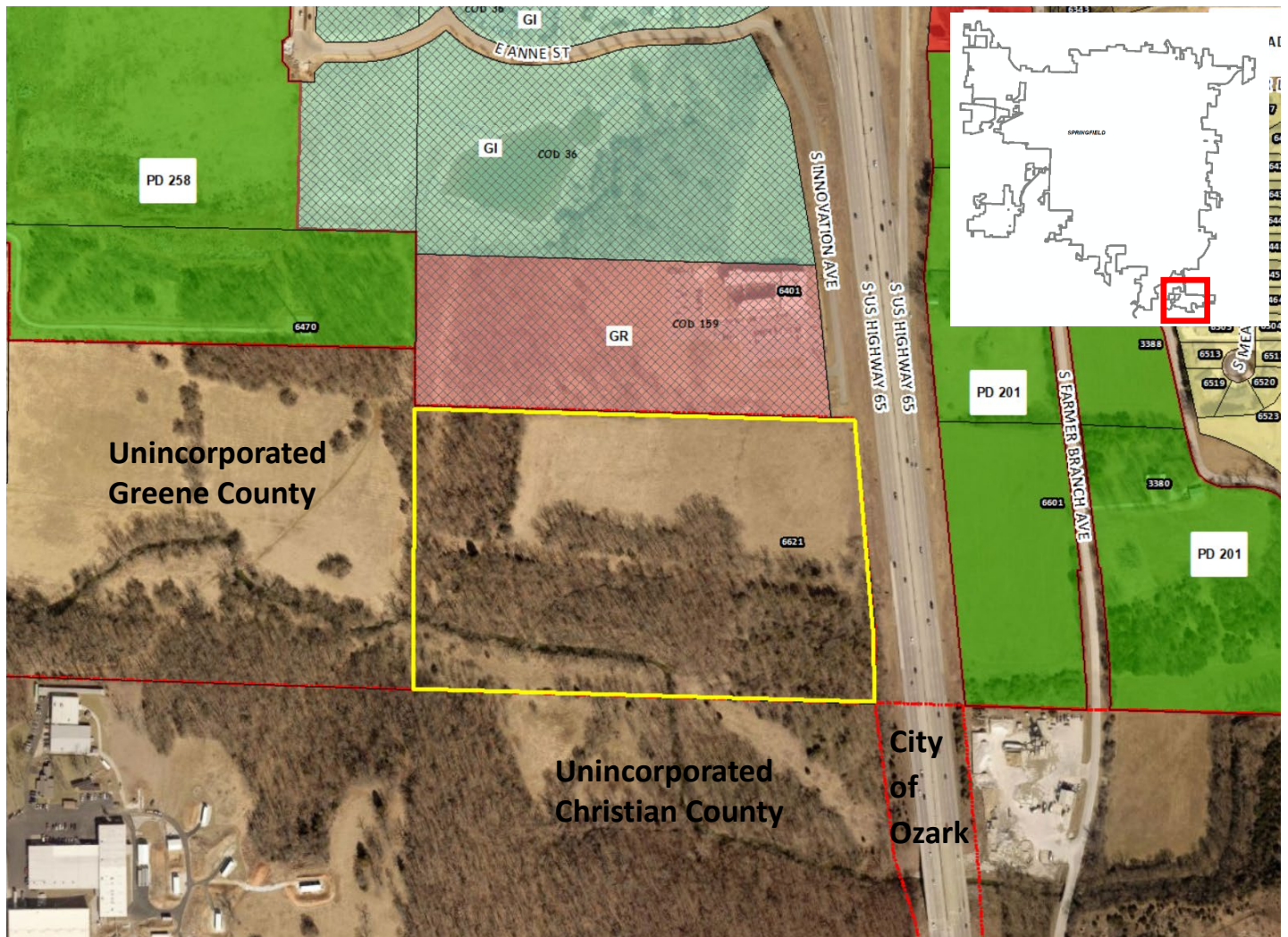
- Exhibit A, Legal Description
- Exhibit B, Location Map and Sketch
- Exhibit C, Annexation Petition
- Exhibit D, Annexation Schedule

Exhibit A

PROPERTY DESCRIPTION:

A PART OF THE S $\frac{1}{2}$ OF THE SE $\frac{1}{4}$, SECTION 28, TOWNSHIP 28, RANGE 21, GREENE COUNTY, MISSOURI. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING 28 RODS SOUTH OF THE NW CORNER OF SAID SW $\frac{1}{4}$ SE $\frac{1}{4}$; THENCE SOUTH 858 FEET; THENCE EAST 1404.6 FEET TO WEST LINE OF HIGHWAYS 65; THENCE NORTH ALONG SAID HIGHWAY 866 FEET; THENCE WEST 60 FEET; THENCE NORTH 5 FEET; THENCE WEST 1263.4 FEET TO POINT OF BEGINNING. CONTAINING 27.05 ACRES M/L IN GREENE COUNTY, MISSOURI.

EXHIBIT B: ANNEXATION INITIATION



LOCATION:

LOCATION:	6621 S. Innovation Avenue
CURRENT ZONE:	County A-1, Agriculture District
PROPOSED ZONE:	GI, Government and Institutional Use District
CASE NUMBER:	A-1-2023



Voluntary Annexation Application

E-PLANS INSTRUCTIONS

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1. Apply and pay your processing fees.
2. Wait for a "pre-screen complete" e-mail from the City of Springfield with instructions for ProjectDox review process.
3. Complete this application and upload a digital (pdf) copy through ProjectDox.

Office Use Only

Case No.	
Date Filed	
Received By	
Receipt No.	

Fee Amount Paid? \$ _____

[*See Fee Schedule](#)

Property Location: S Farm Road 175 Greene County, MO

Property Owner's Information (full name(s) of all legal property owners listed on deed):

Name of current property owner(s): Stoddard, Kenneth L & Helen Et Al

If corporation, Corporate Official: _____

Mailing Address: 9535 N FARM ROAD 173 Zip Code: 65803

Telephone: _____ E-mail: _____

PROPERTY OWNER'S SIGNATURE: _____

(if corporation, need signature of one official)

Contact Person Handling Application:

Name(s): Corey Weimer

If corporation: Corporate Official: _____

Mailing Address: 550 St Louis Street Zip Code: 65806

Telephone: (417) 890-8802 E-mail: cweimer@olsson.com

Current Use of the Property: Agriculture field

Current County Zoning: Agriculture **Proposed City Zoning:** GI

LAND DESCRIPTION (attach legal description of property and label as Exhibit A):

See attached.

PROPERTY CONDITIONS/ANOMALIES (which can be reasonably known):

None

PETITION

TO: THE CITY OF SPRINGFIELD, MISSOURI, A MUNICIPAL CORPORATION

We, the undersigned petitioner(s), submit to the City Council of the City of Springfield, Missouri as follows:

- 1) The undersigned are the fee and simple owner(s) of record of the real estate in Greene County, Missouri more fully described in Exhibit A, and
- 2) The request and petition to the City of Springfield, Missouri to annex the land described in Exhibit A is not now a part of any corporate limits of any incorporated City, and
- 3) The land described in Exhibit A is contiguous to the existing corporate limits of the City of Springfield, Missouri, and
- 4) The request and petition is voluntarily made and is submitted under the provisions of Section 71.012RSMo. 1986, as amended (Voluntary Annexation).

SIGNED: Karen L. Hogan
Karen L. Hogan

SIGNED: Phillip Hogan
Phillip Hogan

STATE OF MISSOURI
COUNTY OF GREENE SS.

MARRIED PERSON'S ACKNOWLEDGEMENT

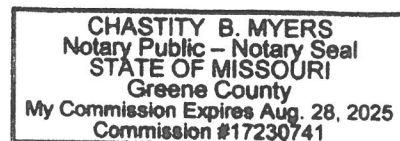
On this 21st day of November, 2022, before me, a Notary Public in and for said state, personally appeared Karen L. Hogan, and Phillip Hogan to me known to be the persons described in and who executed the foregoing document, and acknowledged that they executed the same as their free act and deed.

And the said persons further declared themselves to be married.

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

Notary Public: Chastity B. Myers
Print Name: Chastity B. Myers

"Notary Seal"



PETITION

TO: THE CITY OF SPRINGFIELD, MISSOURI, A MUNICIPAL CORPORATION

We, the undersigned petitioner(s), submit to the City Council of the City of Springfield, Missouri as follows:

- 1) The undersigned are the trustees of the trust identified below, which is a fee owner of record, of the real estate in Greene County, Missouri more fully described in Exhibit A, and
- 2) The request and petition to the City of Springfield, Missouri to annex the land described in Exhibit A is not now a part of any corporate limits of any incorporated City, and
- 3) The land described in Exhibit A is contiguous to the existing corporate limits of the City of Springfield, Missouri, and
- 4) The request and petition is voluntarily made and is submitted under the provisions of Section 71.012RSMo. 1986, as amended (Voluntary Annexation).

TRUST NAME: Karen Lee Hogan Trust, dated September 30, 2021

SIGNED: Karen L. Hogan, Trustee
Karen L. Hogan, Trustee

STATE OF MISSOURI
COUNTY OF GREENE SS.

ACKNOWLEDGEMENT OF TRUSTEE

On this 21st day of November, 2022, before me appeared Karen L. Hogan, to me personally known, who, being by me duly sworn did say that he/she is the trustee of the Karen Lee Hogan Trust dated September 30, 2021, is authorized to sign this instrument on behalf of this Trust, that said instrument was signed and sealed in behalf of said Trust, and acknowledged said instrument to be the free act and deed of said Trust.

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

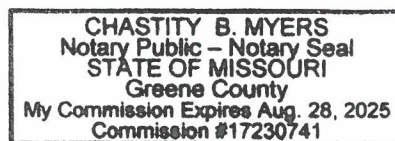
Notary Public:

Chastity B. Myers

Print Name:

Chastity B. Myers

"Notary Seal"





Voluntary Annexation Application

E-PLANS INSTRUCTIONS

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2. Wait for a "pre-screen complete" e-mail from the City of Springfield with instructions for ProjectDox review process.
3. Complete this application and upload a digital (pdf) copy through ProjectDox.

Office Use Only

Case No.	
Date Filed	
Received By	
Receipt No.	

Fee Amount Paid? \$ _____

[*See Fee Schedule](#)

Property Location: S Farm Road 175 Greene County, MO

Property Owner's Information (full name(s) of all legal property owners listed on deed):

Name of current property owner(s): Stoddard, Kenneth L & Helen Et Al

If corporation, Corporate Official: _____

Mailing Address: 9535 N FARM ROAD 173 Zip Code: 65803

Telephone: _____ E-mail: _____

PROPERTY OWNER'S SIGNATURE: _____
(if corporation, need signature of one official)

Contact Person Handling Application:

Name(s): Corey Weimer

If corporation: Corporate Official: _____

Mailing Address: 550 St Louis Street Zip Code: 65806

Telephone: (417) 890-8802 E-mail: cweimer@olsson.com

Current Use of the Property: Agriculture field

Current County Zoning: Agriculture **Proposed City Zoning:** GI

LAND DESCRIPTION (attach legal description of property and label as Exhibit A):

See attached.

PROPERTY CONDITIONS/ANOMALIES (which can be reasonably known):

None

PETITION

TO: THE CITY OF SPRINGFIELD, MISSOURI, A MUNICIPAL CORPORATION

We, the undersigned petitioner(s), submit to the City Council of the City of Springfield, Missouri as follows:

- 1) The undersigned are the fee and simple owner(s) of record of the real estate in Greene County, Missouri more fully described in Exhibit A, and
- 2) The request and petition to the City of Springfield, Missouri to annex the land described in Exhibit A is not now a part of any corporate limits of any incorporated City, and
- 3) The land described in Exhibit A is contiguous to the existing corporate limits of the City of Springfield, Missouri, and
- 4) The request and petition is voluntarily made and is submitted under the provisions of Section 71.012RSMo. 1986, as amended (Voluntary Annexation).

SIGNED: _____

SIGNED: _____

STATE OF MISSOURI
COUNTY OF GREENE SS.

MARRIED PERSON'S ACKNOWLEDGEMENT

On this 1st day of November, 2022, before me, a Notary Public in and for said state, personally appeared Michael R. Stoddard and Sharon K. Stoddard to me known to be the persons described in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her free act and deed.

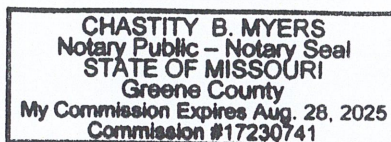
And the said person further declared himself/herself to be married.

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

Notary Public: _____

Print Name: _____

"Notary Seal"



PETITION

TO: THE CITY OF SPRINGFIELD, MISSOURI, A MUNICIPAL CORPORATION

We, the undersigned petitioner(s), submit to the City Council of the City of Springfield, Missouri as follows:

- 1) The undersigned are the trustees of the trust identified below, which is a fee owner of record, of the real estate in Greene County, Missouri more fully described in Exhibit A, and
- 2) The request and petition to the City of Springfield, Missouri to annex the land described in Exhibit A is not now a part of any corporate limits of any incorporated City, and
- 3) The land described in Exhibit A is contiguous to the existing corporate limits of the City of Springfield, Missouri, and
- 4) The request and petition is voluntarily made and is submitted under the provisions of Section 71.012RSMo. 1986, as amended (Voluntary Annexation).

TRUST NAME: Michael R. Stoddard and Sharon K. Stoddard UTD dated 01-14-2014

SIGNED: Michael R. Stoddard, Trustee UTD 01-14-2014
Michael R. Stoddard, Trustee

SIGNED: Sharon K. Stoddard, Trustee UTD 01-14-2014
Sharon K. Stoddard, Trustee

STATE OF MISSOURI
COUNTY OF GREENE SS.

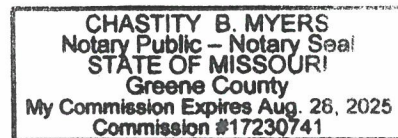
ACKNOWLEDGEMENT OF TRUSTEE

On this 21st day of November, 2022, before me appeared Michael R. Stoddard and Sharon K. Stoddard, to me personally known, who, being by me duly sworn did say that they are the trustees of the Michael R. Stoddard and Sharon K. Stoddard UTD dated 01-14-2014, are authorized to sign this instrument on behalf of this Trust, that said instrument was signed and sealed in behalf of said Trust, and acknowledged said instrument to be the free act and deed of said Trust.

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

Notary Public: Chastity B. Myers
Print Name: Chastity B. Myers

"Notary Seal"





Voluntary Annexation Application

E-PLANS INSTRUCTIONS

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2. Wait for a "pre-screen complete" e-mail from the City of Springfield with instructions for ProjectDox review process.
3. Complete this application and upload a digital (pdf) copy through ProjectDox.

Office Use Only

Case No.	
Date Filed	
Received By	
Receipt No.	

Fee Amount Paid? \$ _____

[*See Fee Schedule](#)

Property Location: S Farm Road 175 Greene County, MO

Property Owner's Information (full name(s) of all legal property owners listed on deed):

Name of current property owner(s): Stoddard, Kenneth L & Helen Et Al

If corporation, Corporate Official: _____

Mailing Address: 9535 N FARM ROAD 173 Zip Code: 65803

Telephone: _____ E-mail: _____

PROPERTY OWNER'S SIGNATURE: _____

(if corporation, need signature of one official)

Contact Person Handling Application:

Name(s): Corey Weimer

If corporation: Corporate Official: _____

Mailing Address: 550 St Louis Street Zip Code: 65806

Telephone: (417) 890-8802 E-mail: cweimer@olsson.com

Current Use of the Property: Agriculture field

Current County Zoning: Agriculture **Proposed City Zoning:** GI

LAND DESCRIPTION (attach legal description of property and label as Exhibit A):

See attached.

PROPERTY CONDITIONS/ANOMALIES (which can be reasonably known):

None

PETITION

TO: THE CITY OF SPRINGFIELD, MISSOURI, A MUNICIPAL CORPORATION

We, the undersigned petitioner(s), submit to the City Council of the City of Springfield, Missouri as follows:

- 1) The undersigned are the fee and simple owner(s) of record of the real estate in Greene County, Missouri more fully described in Exhibit A, and
- 2) The request and petition to the City of Springfield, Missouri to annex the land described in Exhibit A is not now a part of any corporate limits of any incorporated City, and
- 3) The land described in Exhibit A is contiguous to the existing corporate limits of the City of Springfield, Missouri, and
- 4) The request and petition is voluntarily made and is submitted under the provisions of Section 71.012RSMo. 1986, as amended (Voluntary Annexation).

SIGNED: Paul Stoddard and

SIGNED: Cathy D. Stoddard

STATE OF MISSOURI
COUNTY OF GREENE SS.

MARRIED PERSON'S ACKNOWLEDGEMENT

On this 27th day of October, 2022, before me, a Notary Public in and for said state, personally appeared Paul L. Stoddard, and Cathy D. Stoddard to me known to be the persons described in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her free act and deed.

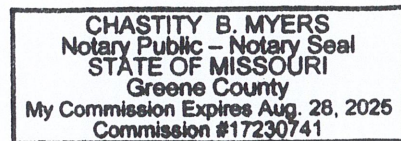
And the said person further declared himself/herself to be married.

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

"Notary Seal"

Notary Public: Chastity B. Myers

Print Name: Chastity B. Myers





Voluntary Annexation Application

E-PLANS INSTRUCTIONS

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1. Apply and pay your processing fees.
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Received By	
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Fee Amount Paid? \$ _____

[*See Fee Schedule](#)

Property Location: S Farm Road 175 Greene County, MO

Property Owner's Information (full name(s) of all legal property owners listed on deed):

Name of current property owner(s): Stoddard, Kenneth L & Helen Et Al

If corporation, Corporate Official: _____

Mailing Address: 9535 N FARM ROAD 173 Zip Code: 65803

Telephone: _____ E-mail: _____

PROPERTY OWNER'S SIGNATURE: _____
(if corporation, need signature of one official)

Contact Person Handling Application:

Name(s): Corey Weimer

If corporation: Corporate Official: _____

Mailing Address: 550 St Louis Street Zip Code: 65806

Telephone: (417) 890-8802 E-mail: cweimer@olsson.com

Current Use of the Property: Agriculture field

Current County Zoning: Agriculture **Proposed City Zoning:** GI

LAND DESCRIPTION (attach legal description of property and label as Exhibit A):

See attached.

PROPERTY CONDITIONS/ANOMALIES (which can be reasonably known):

None

PETITION

TO: THE CITY OF SPRINGFIELD, MISSOURI, A MUNICIPAL CORPORATION

We, the undersigned petitioner(s), submit to the City Council of the City of Springfield, Missouri as follows:

- 1) The undersigned are the fee and simple owner(s) of record of the real estate in Greene County, Missouri more fully described in Exhibit A, and
- 2) The request and petition to the City of Springfield, Missouri to annex the land described in Exhibit A is not now a part of any corporate limits of any incorporated City, and
- 3) The land described in Exhibit A is contiguous to the existing corporate limits of the City of Springfield, Missouri, and
- 4) The request and petition is voluntarily made and is submitted under the provisions of Section 71.012RSMo. 1986, as amended (Voluntary Annexation).

SIGNED: _____

SIGNED: _____

STATE OF MISSOURI
COUNTY OF GREENE SS.

MARRIED PERSON'S ACKNOWLEDGEMENT

On this 2nd day of November, 2022 before me, a Notary Public in and for said state, personally appeared Mark D. Stoddard, and Deena J. Stoddard to me known to be the persons described in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her free act and deed.

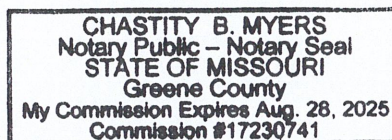
And the said person further declared himself/herself to be married.

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

Notary Public: _____

Print Name: _____

"Notary Seal"



AFFIDAVIT AS TO HEIRS

On this ____ day of November, 2022 before me personally appeared Paul L. Stoddard ("Grantor" for purposes of compliance with state recording requirements), residing at 9535 N. Farm Road 173, Springfield, MO 65803, to me personally known, who being by me duly sworn on oath did say that Affiant is familiar with the family history of Helen Dolores Stoddard ("Decedent" and "Grantee" for purposes of compliance with state recording requirements), who was the owner of the following property:

Beginning 28 rods South of the NW Corner of said SW 1/4 SE 1/4; thence South 848 feet; thence East 1404.6 feet to the West line of Highway 65; thence North along said Highway 866 feet; thence West 60 feet; thence North 5 feet; thence West 1263.4 feet to the Point of Beginning.

That all of the debts against the estate have been paid.

The Decedent left surviving the following persons, as heirs or otherwise interested in his/her estate:

Name of widow or widower: N/A

Divorced wife or husband: N/A

Children: Michael R Stoddard and spouse Sharon K. Stoddard
Paul L. Stoddard and spouse Cathy D. Stoddard

Karen L. Hogan and spouse Phillip Hogan
Mark D. Stoddard and spouse Deena J. Stoddard

Adopted Children: N/A

Descendant(s) of deceased children: N/A

Other Heirs: N/A

The Decedent left no other children or adopted children or descendants of deceased children or adopted children.

All of the referenced parties are over the age of eighteen years, except the following:

Name(s) of minor(s) N/A

Affiant: Paul L. Stoddard
Printed Name: Paul L. Stoddard

STATE OF Missouri)
) ss.
COUNTY OF _Greene)

On this 21st day of November, 2022 before me appeared Paul L. Stoddard, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledge he/she executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

CHASTITY B. MYERS
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Aug. 28, 2025
Commission #17230741


 Printed Name Christy B. Myers
 Notary Public in and for said State _____
 My Commission Expires: _____

My term expires: August 28, 2025

EXHIBIT D

ANNEXATION SCHEDULE
ANNEXATION A-1-2023

ANNEXATION:

Initiate annexation	December 12, 2022
City Council public hearing	January 9, 2023
City Council second reading and vote	January 23, 2023

One-rdg. _____
P. Hrngs. X
Pgs. 17
Filed: 12-06-22

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-296

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 0.32 acre of property generally located at 1708 South Sieger Drive
4 from R-SF, Single-family Residential District, to O-1, Office District;
5 and adopting an updated Official Zoning Map. (Staff and Planning
6 and Zoning Commission recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 1708 South Sieger Drive from R-SF, Single-family Residential
11 District, to O-1, Office District; and
12

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

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

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

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

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

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

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

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

45
46 Passed at meeting: _____

47
48 _____
49 Mayor

50
51 Attest: _____, City Clerk

52
53 Filed as Ordinance: _____

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

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

EXPLANATION TO COUNCIL BILL 2022 - 296

FILED: 12-06-22

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 0.32 acres of property generally located at 1708 S. Sieger Drive from R-SF, Single-family residential district to O-1, Office district (Staff and Planning and Zoning Commission both recommend approval).

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-25-2022

The applicant is requesting to rezone approximately 0.32 acres of property generally located at 1708 S. Sieger Drive from R-SF, Single-family residential district to O-1, Office district with the intent of opening a business school, with on-site housing for students, within the existing structure.

REMARKS:

The Planning and Zoning Commission held a public hearing on November 17, 2022, and recommended to approve, by a vote of 6 to 1.

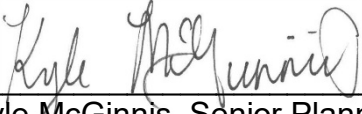
The Planning and Development staff recommends the application be approved (see the attached "Exhibit C"- Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* designates this site as appropriate for Medium-Intensity Retail, Office, or Housing, which is intended to contain a variety of commercial and office uses with mid- to high-density housing at major intersections along certain corridors. Due to the varying intensity of impacts these uses may have on adjacent low-density housing and traffic generation, the *Comprehensive Plan* notes that compliance with the *Land Development Code* must be enforced during the site planning process to maintain compatibility across land development in a given area. In this instance, the applicant intends to renovate the existing single-family structure into a business school containing classroom space for instruction, as well as living quarters for the school's students. This proposal aligns itself with the *Comprehensive Plan's* recommendation of containing housing within the same building as, or closely integrated on the same site with, retail or office space located within the Medium-Intensity Retail, Office, or Housing land use designation.

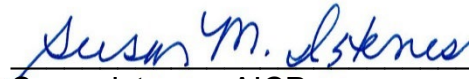
2. The *Comprehensive Plan* states that the O-1, Office District (Section 36-400 of the *Land Development Code*) is an appropriate Springfield zoning district in areas designated for Medium-Intensity Retail, Office, or Housing. The O-1 District is designed to allow for low-intensity office or professional uses in a restricted manner due to its location outside of the center city and/or adjacent to residential districts. This district would allow for the applicant's proposed business school and accompanying student housing within the existing structure and would ensure compatibility with the nearby residential uses in the event the existing structure were demolished by limiting the height of new buildings, enforcing setbacks and bufferyards, and prohibiting most outdoor activities.
3. The subject property already has connections to existing City Utilities and public sewer infrastructure.
4. The proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic, or impact traffic safety in the vicinity. At the time of development, or upon subdividing the property, sidewalk must be constructed along the property's entire frontage along E. University Street in accordance with Section 36-471 of the *Land Development Code*. It appears that an additional five feet of right-of-way maybe needed along Sieger Drive and University Street depending on a survey of the property.
5. A Traffic Impact Study is not required as part of this rezoning request.
6. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

Submitted by:



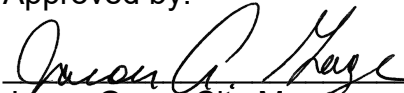
Kyle McGinnis, Senior Planner

Recommended by:



Susan Istenes, AICP
Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

- Exhibit A, Legal Description
- Exhibit B, Record of Proceedings
- Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Neighborhood Meeting Summary

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-25-2022

All of lot Twenty-Two (22), and the north Twenty-One (21) feet of Lot Twenty-Three, YORKSHIRE ADDITION, a Subdivision in the City of SPRINGFIELD, GREENE County, Missouri, according to the recorded Plat thereon.

EXHIBIT B

RECORD OF PROCEEDINGS
Planning and Zoning Commission – November 17, 2022

Z-25-2022

1708 South Sieger Drive

Applicant: School for Investors, LLC

Mr. Hosmer stated that this is a request to rezone approximately 0.32 acres of property generally located at 1708 S. Sieger Drive from R-SF, Single-family Residential District to O-1, Office District. Staff recommends approval.

Mr. Doennig opened the public hearing.

Ms. Sandra Dirksen, 1708 S. Sieger Drive representing the school for the investors and here to answer any questions.

Mr. Knuckles asked about students living at the facility.

Ms. Dirksen noted that they will be living at the facility and are adults (3 students).

Mr. Pauly asked who will be also living there and Ms. Dirksen said that an office will be there.

Mr. Doennig closed the public hearing.

Ms. Broekhoven asked if O-1 District allows for residential and Mr. Hosmer noted that they can if it is behind or above the office space.

Mr. Pauly asked if the rule for 3 unrelated people would apply, and Mr. Hosmer noted that it does not.

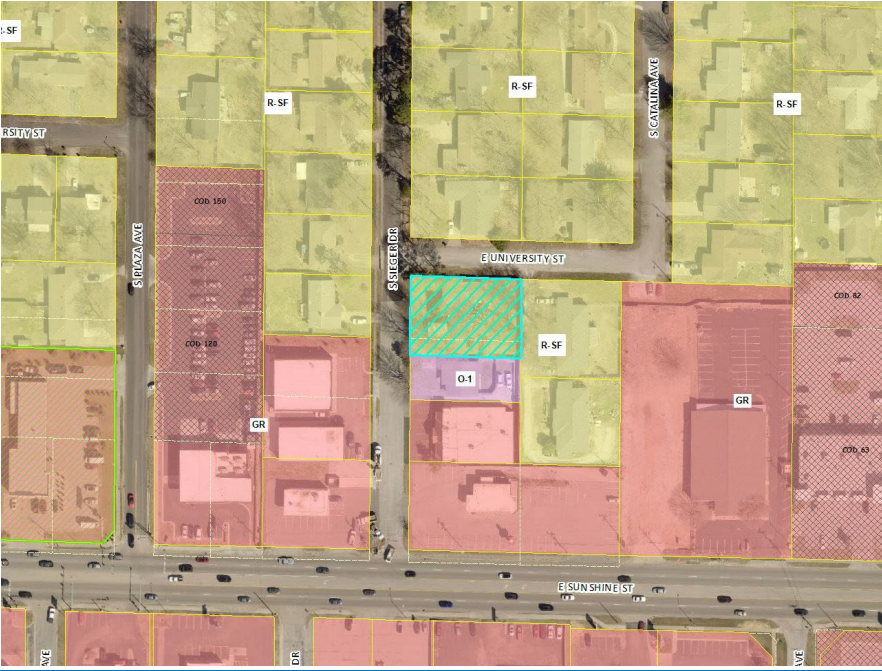
COMMISSION ACTION:

Mr. Jobe motioned to **approve** Z-25-2022 (1708 South Sieger Drive). Mr. Lebeck seconded the motion. Ayes: Doennig, Jobe, Colony, Pauly, Knuckles, and Lebeck. Nays: Broekhoven. Abstain: None. Absent: None.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	NOVEMBER 17, 2022
CITY COUNCIL PUBLIC HEARING:	December 12, 2022
	CASE: Z-25-2022
	ACRES: 0.32 acres
	LOCATION: 1708 S. Sieger Drive
	EXISTING LAND USE: Single-family Residential
	APPLICANT: School For Investors LLC
	STAFF: Kyle McGinnis, Senior Planner (417) 864-1615
	STAFF RECOMMENDATIONS: Approve
	PROPOSED MOTION: Move to approve as submitted in the staff report.
	REQUIRED VOTE: A majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

Request to rezone approximately 0.32 acres of property generally located at 1708 S. Sieger Drive from R-SF, Single-family Residential District to O-1, Office District.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management and Land Use Plan* designates this site as appropriate for Medium-Intensity Retail, Office or Housing, which is intended to contain a variety of commercial and office uses with mid- to high-density housing at major intersections along certain corridors. Due to the varying intensity of impacts these uses may have on adjacent low-density housing and traffic generation, the *Comprehensive Plan* notes that compliance with the *Land Development Code* must be enforced during the site planning process to maintain compatibility across land development in a given area. In this instance, the applicant intends to renovate the existing single-family structure into a business school containing classroom space for instruction, as well as living quarters for the school's students. This proposal aligns itself with the *Comprehensive Plan's* recommendation of containing housing within the same building as, or closely integrated on the same site with, retail or office space located within the Medium-Intensity Retail, Office or Housing land use designation.
2. The *Comprehensive Plan* states that the O-1, Office District (Section 36-400 of the *Land Development Code*) is an appropriate Springfield zoning district in areas designated for Medium-Intensity Retail, Office or Housing. The O-1 District is designed to allow for low-intensity office or professional uses in a restricted manner due to its location outside of the center city and/or adjacent to residential districts. This district would allow for the applicant's proposed business school and accompanying student housing within the existing structure and would ensure compatibility with the nearby residential uses in the event the existing structure were demolished by limiting the height of new buildings, enforcing setbacks and bufferyards, and prohibiting most outdoor activities.
3. The subject property already has connections to existing City Utilities and public sewer infrastructure.
4. The proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic, or impact traffic safety in the vicinity. At the time of development, or upon subdividing the property, sidewalk must be constructed along the property's entire frontage along E. University Street in accordance with Section 36-471 of the *Land Development Code*. It appears that an additional five feet of right-of-way maybe needed along Sieger Drive and University Street depending on a survey of the property.

Development Review Staff Report



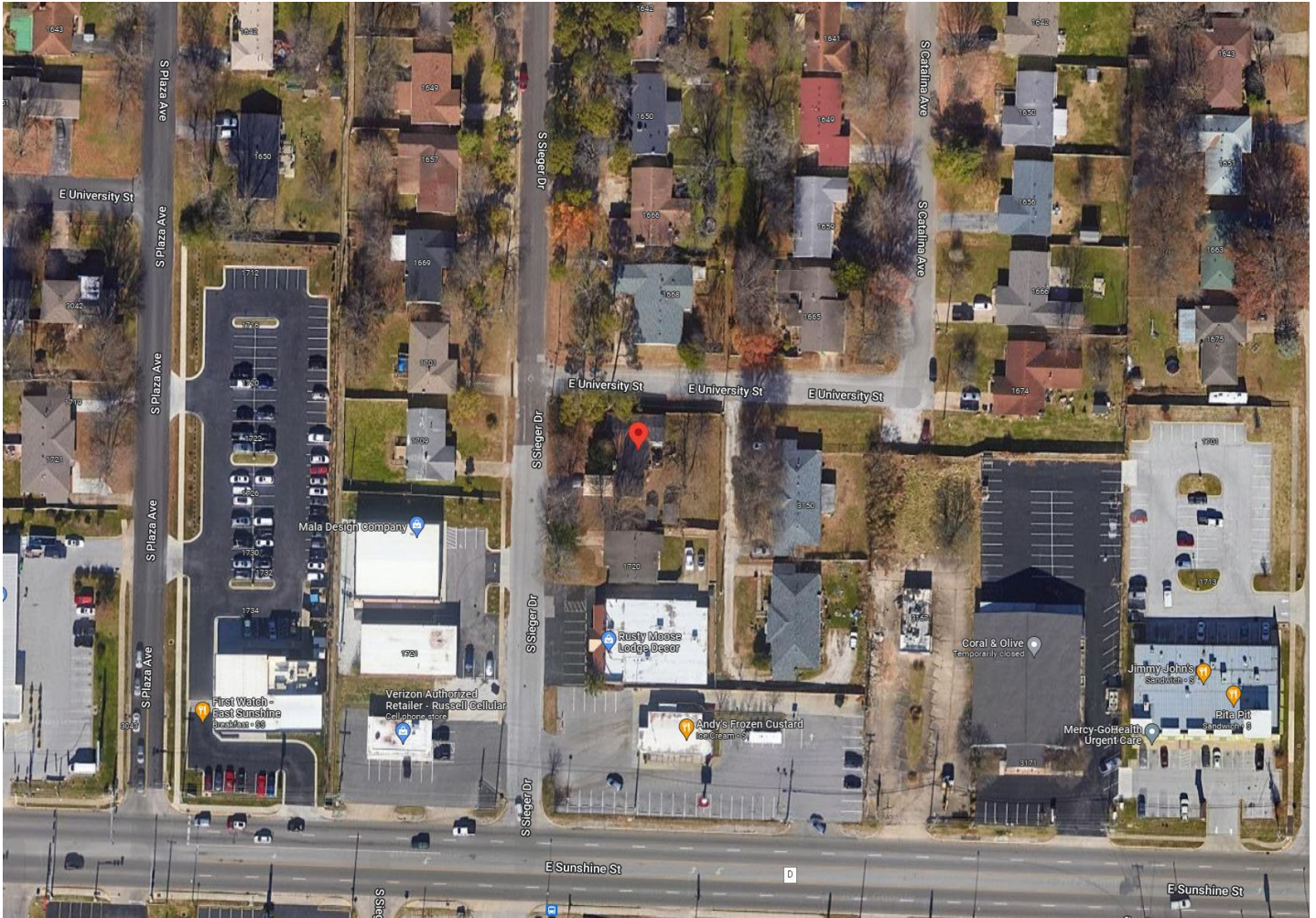
5. A Traffic Impact Study is not required as part of this rezoning request.
6. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	O-1	R-SF	R-SF, GR
LAND USE	Single-family Residential	Single-family Residential	Multifamily Residential	Single-family Residential, Non-Residential Uses

Development Review Staff Report

SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



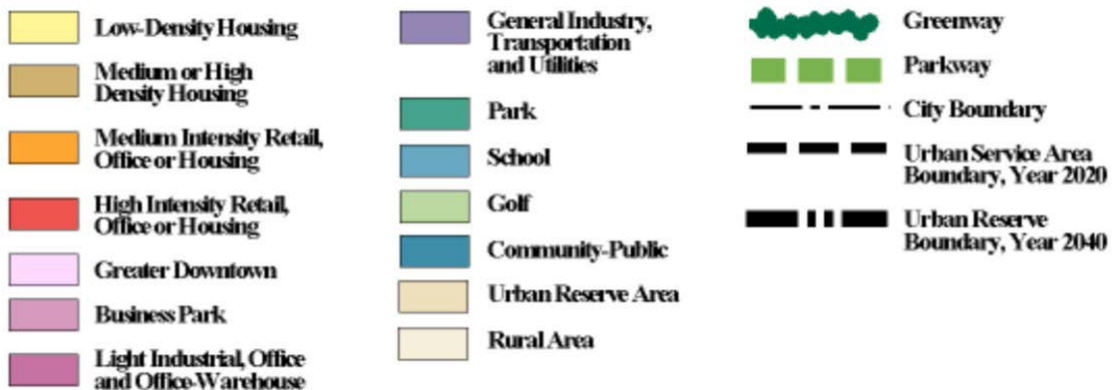
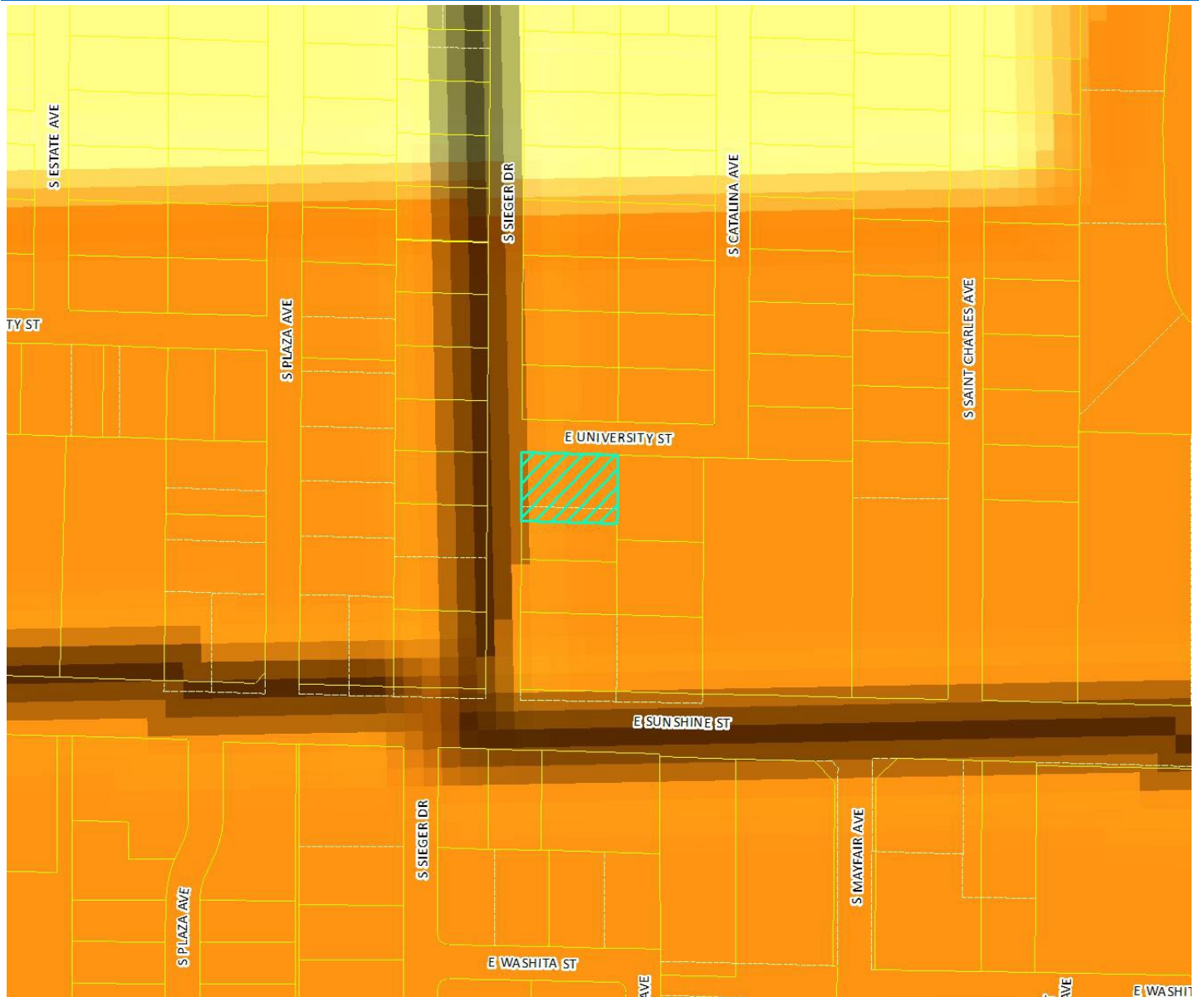
GOOGLE MAPS STREET VIEW:



Development Review Staff Report



GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

This property was zoned R-SF, Single-family Residential District as part of the city-wide remapping in 1995.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

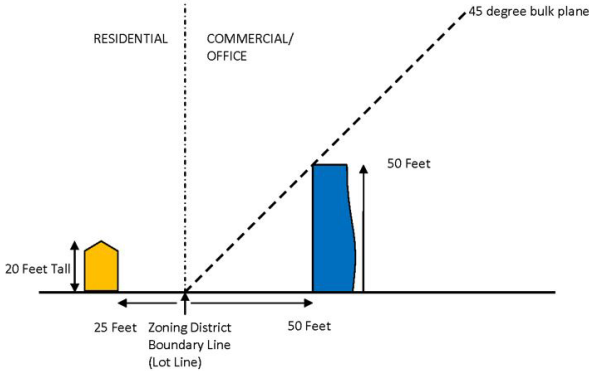
(7) Findings by the commission.

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

Development Review Staff Report



ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR O-1
Minimum Yard Requirements	Front yard: Twenty-five feet along a street classified as a collector or higher classification street or as required by Section 36-453. Fifteen feet along a street classified as a local street or as required by Section 36-453. Side yard: Ten feet on each side of a lot or as required by Section 36-453, provided that no side yard is required for any building that has a common wall on a lot line. Rear yard: Twenty percent of the lot depth, but may not be less than ten feet nor may more than 25 feet be required.
Maximum Structure Height	Thirty-five feet, except that all structures shall remain below a 45-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Minimum Open Space	Not less than 20 percent of the total lot area.
BULK PLANE	BUFFERYARD AND LANDSCAPING
Any future construction must remain below a 45-degree bulk plane as measured from the district boundaries of the R-SF properties to the north, east, and west. 	Due to the property's relatively small dimensions, it is eligible for reduced bufferyard landscaping as described in Section 36-482 (16). Per this Section, the bufferyard along the east property line must be at least 10 feet wide, must include a six-foot wood privacy fence or other form of permitted screening, and must include at least one understory tree, two evergreen trees, and ten shrubs for every 100 feet of bufferyard length. In addition, because this nonresidential district would be located opposite residential districts and uses and would be separated by public right-of-way less than 70 feet wide, a bufferyard S1 would be required along the west and north property lines, existing conditions permitting. This bufferyard would be 15 feet wide and would require at least one canopy tree, one understory tree, and three shrubs for every 100 feet of bufferyard length. The interior and perimeter landscaping requirements of Section 36-482 (9) may be required at the time of future development depending on the site plan proposed. This site appears to contain a number of existing trees which may be eligible to be credited towards these minimum landscaping requirements as outlined in Section 36-482 (7) (g).

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* designates this site as appropriate for Medium-Intensity Retail, Office or Housing, which is intended to contain a variety of commercial and office uses with mid- to high-density housing at major intersections along certain corridors. Due to the varying intensity of impacts these uses may have on adjacent low-density housing and traffic generation, the *Comprehensive Plan* notes that compliance with the *Land Development Code* must be enforced during the site planning process to maintain compatibility across land development in a given area. In this instance, the applicant intends to renovate the existing single-family structure into a business school containing classroom space for instruction, as well as living quarters for the school's students. This proposal aligns itself with the *Comprehensive Plan*'s recommendation of containing housing within the same building as, or closely integrated on the same site with, retail or office space located within the Medium-Intensity Retail, Office or Housing land use designation. The *Comprehensive Plan* states that the O-1, Office District (Section 36-400 of the *Land Development Code*) is an appropriate Springfield zoning district in this land use category.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 0.32 acres of land generally located at 1708 S. Sieger Drive from R-SF, Single-family Residential District to O-1, Office District.

Development Review Staff Report



2. The O-1 District is designed to allow for low-intensity office or professional uses in a restricted manner due to its location outside of the center city and/or adjacent to residential districts. This district would allow for the applicant's proposed business school and accompanying student housing within the existing structure and would ensure compatibility with the nearby residential uses in the event the existing structure were demolished by limiting the height of new buildings, enforcing setbacks and bufferyards, and prohibiting most outdoor activities.
3. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.
4. The proposed rezoning was reviewed by City departments, whose comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on October 27, 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: 102 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No issues with the proposed rezoning.

CITY UTILITIES:

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

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objections to the proposed rezoning. The tract has access to public sewer.

FIRE DEPARTMENT:

No issues with the proposed rezoning.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Galloway Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will be allowed because the amount of impervious area added is small**. The property **does not have a stream buffer on site**.

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

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

Detention Requirements

1. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. In accordance with the City of Springfield Code and the manual, if the additional impervious is minimal then a fee in-lieu-of detention may be allowed per the Director of Public Works.
 - a. A fee in-lieu-of detention for this development is permissible. Increase in impervious surface area would be minimal. <https://www.springfieldmo.gov/DocumentCenter/View/3321/Application-for-Payment-in-Lieu-of-Constructing-Stormwater-Detention-PDF>

Additional Stormwater Standards to be met:

1. A land disturbance permit will be required with disturbing one 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. Sieger Drive and E. University Street as Non-Residential Local roadways. The standard right-of-way width from the centerline of S. Sieger Drive and E. University Street is 30 feet. It appears an additional

Development Review Staff Report



five feet of right-of-way is needed along S. Sieger Drive and E. University Street. A survey is recommended to determine the exact amount of existing right-of-way. S. Sieger Drive and E. University Street are city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for S. Sieger Drive or E. University Street. On-street parking is not allowed along S. Sieger Drive or E. University Street.

DRIVEWAY ACCESS

There is one driveway access point onto the property from S. Sieger Drive and E. University Street. Access to this property will be allowed based on existing City of Springfield standards for a Non-Residential Local roadway.

SIDEWALK

There is no existing sidewalk along the property frontage of S. Sieger Drive or E. University Street. Sidewalks are required to be constructed along the entire frontage of E. University Street as per City Code Section 36-471 at the time of development. As an alternate, a request to pay a fee in-lieu-of sidewalk construction may be submitted to ARC for consideration. If approved, the fee must be paid prior to the issuance of a building permit.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along S. Sieger Drive or E. University Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study was not required as the change in zoning does not generate an additional 10 trips in the peak hour or 1,000 trips in a 24-hour period.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	S. Sieger Drive	Non-Residential Local	No	25	30
Street 2	E. University Street	Non-Residential Local	No	25	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		2	2	15	
*Proposed Trips Generated		23	21	153	
Additional Trips Generated		21	19	138	

*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

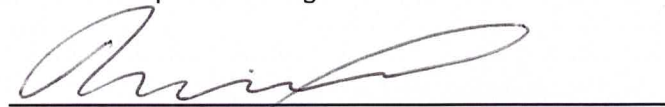
1. Request change to zoning from: SFR to O-1
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 10/27/2022, 4:00-6:30 PM
3. Meeting Location: Midtown Carnegie Branch Library
4. Number of invitations that were sent: 102
5. How the mailing list was generated: Mailing list was provided by the City
6. Number of neighbors in attendance (attach a sign-in sheet): Zero (0)
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

There were no attendees at the Neighborhood Meeting other than the Owner and her two representatives, thus no comments were provided.

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

N/A

I, Robert Wilson (print name), attest that the neighborhood meeting was held on 10/27/2022 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."



Signature of person completing affidavit

Robert Wilson
Printed name of person completing affidavit

One-rdg. _____
P. Hrngs. X
Pgs. 15
Filed: 12-06-22

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 297

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Section 1-9 of the Springfield City Code, 'City Limits;' and amending
2 Section 46-1 of the Springfield City Code, 'Boundaries of wards,
3 precincts and council zones;' for the purpose of annexing approximately
4 1.14 acres of private property and 0.38 acres of public street right-of-
5 way, generally located at 354 West Buena Vista Street, and referenced
6 as Annexation A-4-2022, into the City of Springfield.
7 _____
8

9 WHEREAS, a verified petition requesting annexation was filed by the owners of
10 all fee interest of record in all tracts of real property located within the area proposed to
11 be annexed, as described in "Exhibit A," said area being generally located at 354 West
12 Buena Vista Street; and
13

14 WHEREAS, said petition was presented to City Council more than fourteen, but
15 less than sixty days, prior to the public hearing thereon; and
16

17 WHEREAS, proper notice was published at least seven days prior to the public
18 hearing; and
19

20 WHEREAS, City Council does find and determine that: (1) said annexation is
21 reasonable and necessary to the proper development of the City; (2) the City is able to
22 furnish normal municipal services to the area annexed herein within a reasonable time
23 after annexation; and (3) the area annexed herein is contiguous and compact to the
24 existing corporate boundaries of the City.
25

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

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

incorporated herein by this reference.

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

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

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

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2022- 297

FILED: 12/06/22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To adopt an ordinance 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 into the City of Springfield and referenced as Annexation A-4-2022 (Staff recommends approval).

BACKGROUND INFORMATION:

The owner(s) of the private property generally located at 354 W. Buena Vista Street is requesting annexation into the City of Springfield. The owner(s) of the private property have signed a petition to request annexation of approximately 1.14 acres into the City of Springfield. The private property is within the City of Springfield's Urban Service Area and is immediately adjacent to the City of Springfield. The annexation also includes approximately 0.38 acre of Buena Vista Street public right-of-way. The property currently has a metal commercial building for seasonal retail sales on it. The intent of this annexation and concurrent rezoning application is to allow for a new retail development.

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

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

RECOMMENDATIONS:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous and compact to the City of Springfield and all City services can be provided to the property.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because it enhances government efficiencies through rational and simplified city boundaries.

4. The property owner(s) have petitioned the City for annexation.
5. The City will receive property and sales tax revenue upon annexation of the private property.

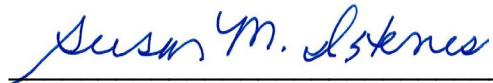
Staff recommends the annexation of this private property and public right-of-way.

Submitted by:



R. Daniel Neal, Senior Planner

Recommended by:



Susan Istenes, AICP
Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department and Agency Review

Attachment 2, Annexation Schedule

EXHIBIT A

LEGAL DESCRIPTION
ANNEXATION A-4-2022

A TRACT OF LAND BEING ALL OF LOT 1, SHADOWOOD 2ND ADDITION AND ADJACENT RIGHT OF WAY OF BUENA VISTA STREET, LOCATED IN SECTION 13, TOWNSHIP 28 NORTH, RANGE 22 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING "X" IN CONCRETE AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO LYING ON THE EAST RIGHT OF WAY LINE OF HIGHWAY 160 (CAMPBELL AVENUE);

THENCE NORTH $00^{\circ}57'50''$ EAST, ALONG THE WEST LINE OF SAID LOT 1 AND ITS EXTENSION, A DISTANCE OF 265.44 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BUENA VISTA STREET;

THENCE SOUTH $89^{\circ}24'03''$ EAST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 249.23 FEET TO THE INTERSECTION OF THE EXTENSION OF THE EAST LINE OF SAID LOT 1 AND SAID NORTH RIGHT OF WAY LINE OF BUENA VISTA STREET;

THENCE SOUTH $00^{\circ}45'16''$ WEST, ALONG THE SAID EXTENSION OF THE EAST LINE OF SAID LOT 1 AND THE EAST LINE OF SAID LOT 1, A DISTANCE OF 265.07 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE NORTH $89^{\circ}29'08''$ WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 250.21 FEET TO THE POINT OF BEGINNING.

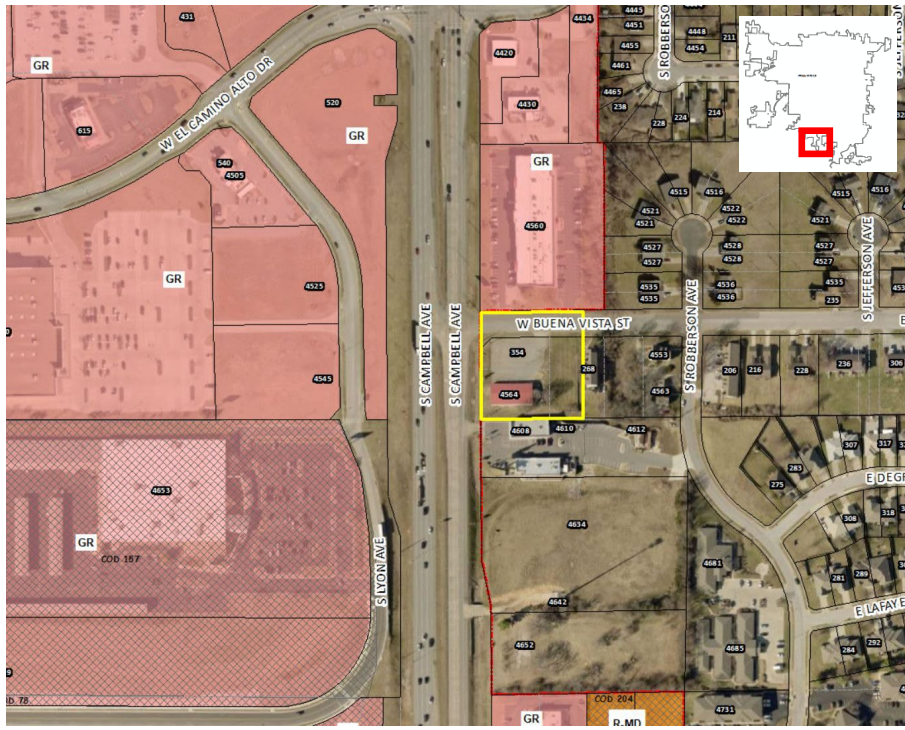
CONTAINING 66,239 SQUARE FEET OR 1.52 ACRES.

Development Review Staff Report



CITY COUNCIL PUBLIC HEARING:

DECEMBER 12, 2022

**CASE NUMBER:**

Annexation A-4-2022

LOCATION:

354 W. Buena Vista Street

ACRES:

Approximately 1.52 acres

EXISTING LAND USE:

Seasonal retail sales

APPLICANT:

Hale Real Estate, LLC

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

Approve

PROPOSED MOTION:

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

SUMMARY OF REQUEST:

Request to annex approximately 1.14 acres of private property and approximately 0.38 acre of public street right-of-way generally located at 354 West Buena Vista Street into the City of Springfield.

FINDINGS FOR STAFF RECOMMENDATION:

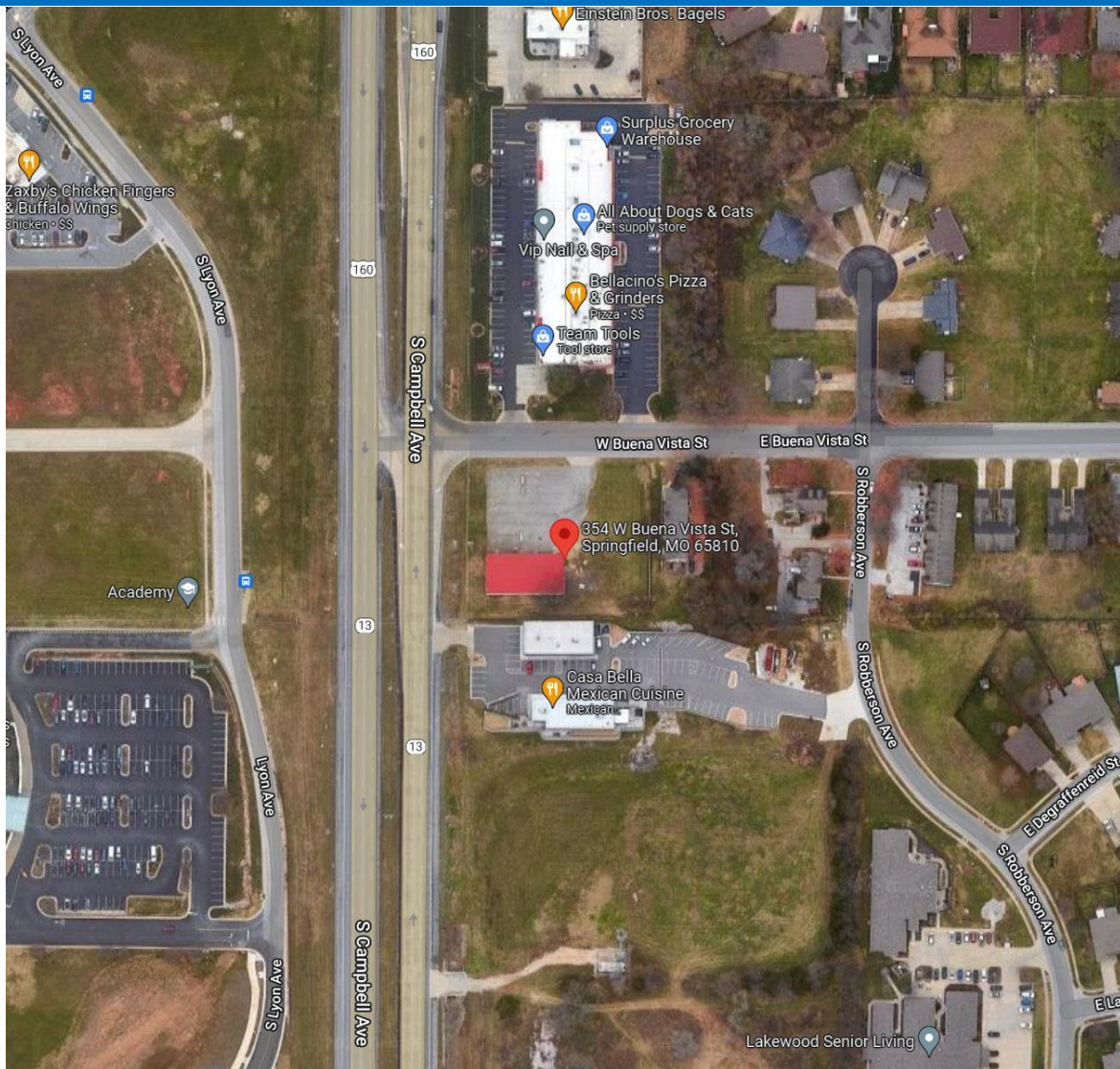
1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous and compact to the City of Springfield and all City services can be provided to the property.
3. The subject private property and public right-of-way is bounded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

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GR	County C-1	County R-4	GR
LAND USE	Shopping center	Retail and restaurant uses	Multi-family residential uses	Retail and Library uses

Development Review Staff Report

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

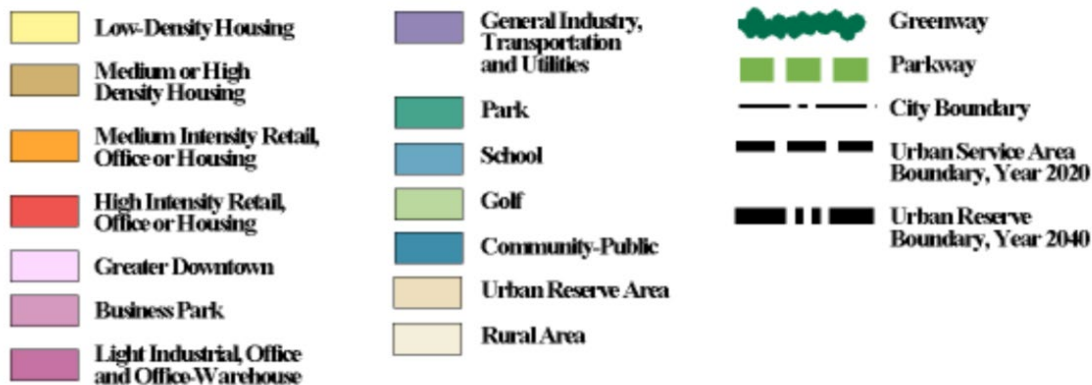
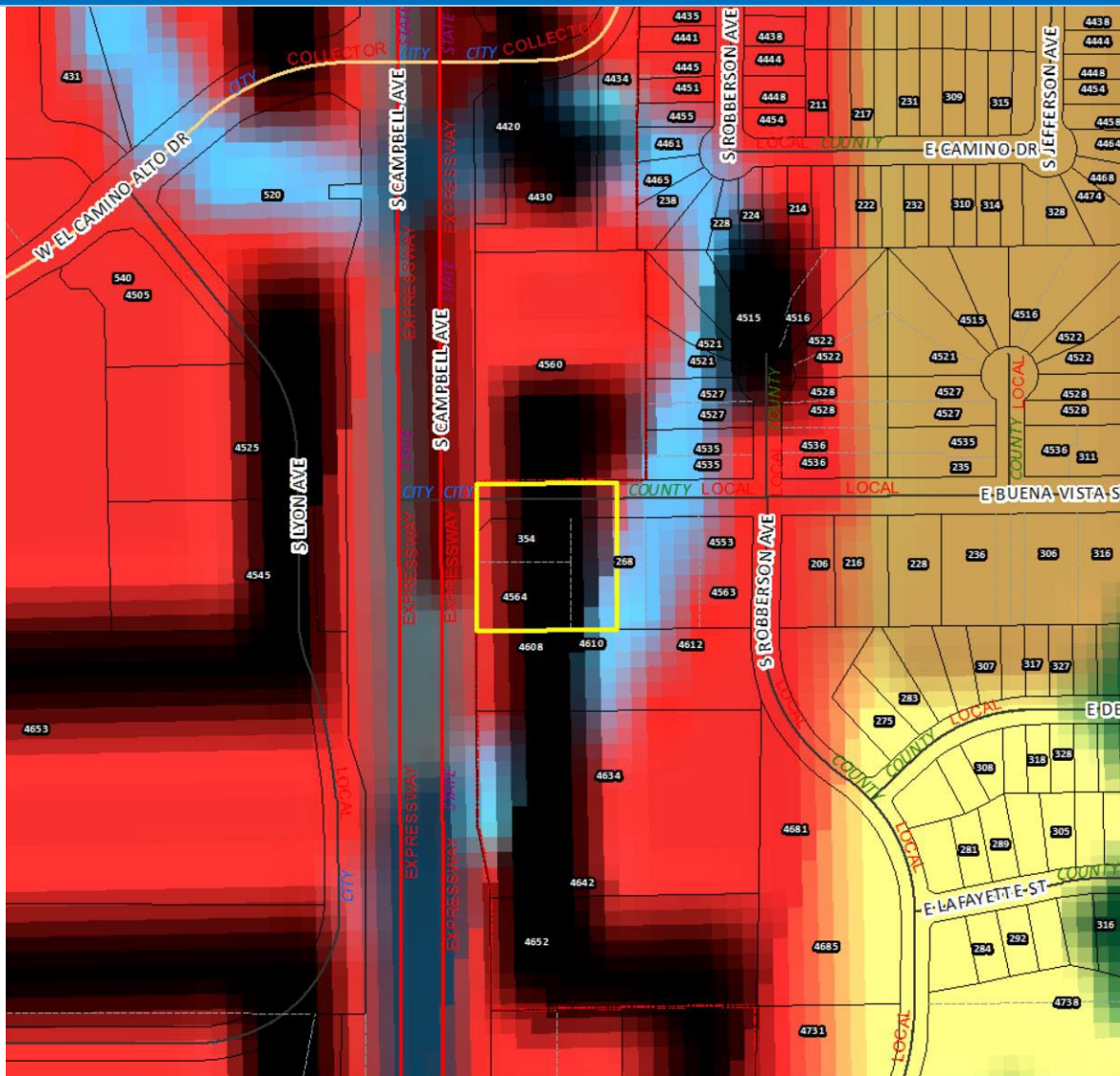


GOOGLE MAPS STREET VIEW:

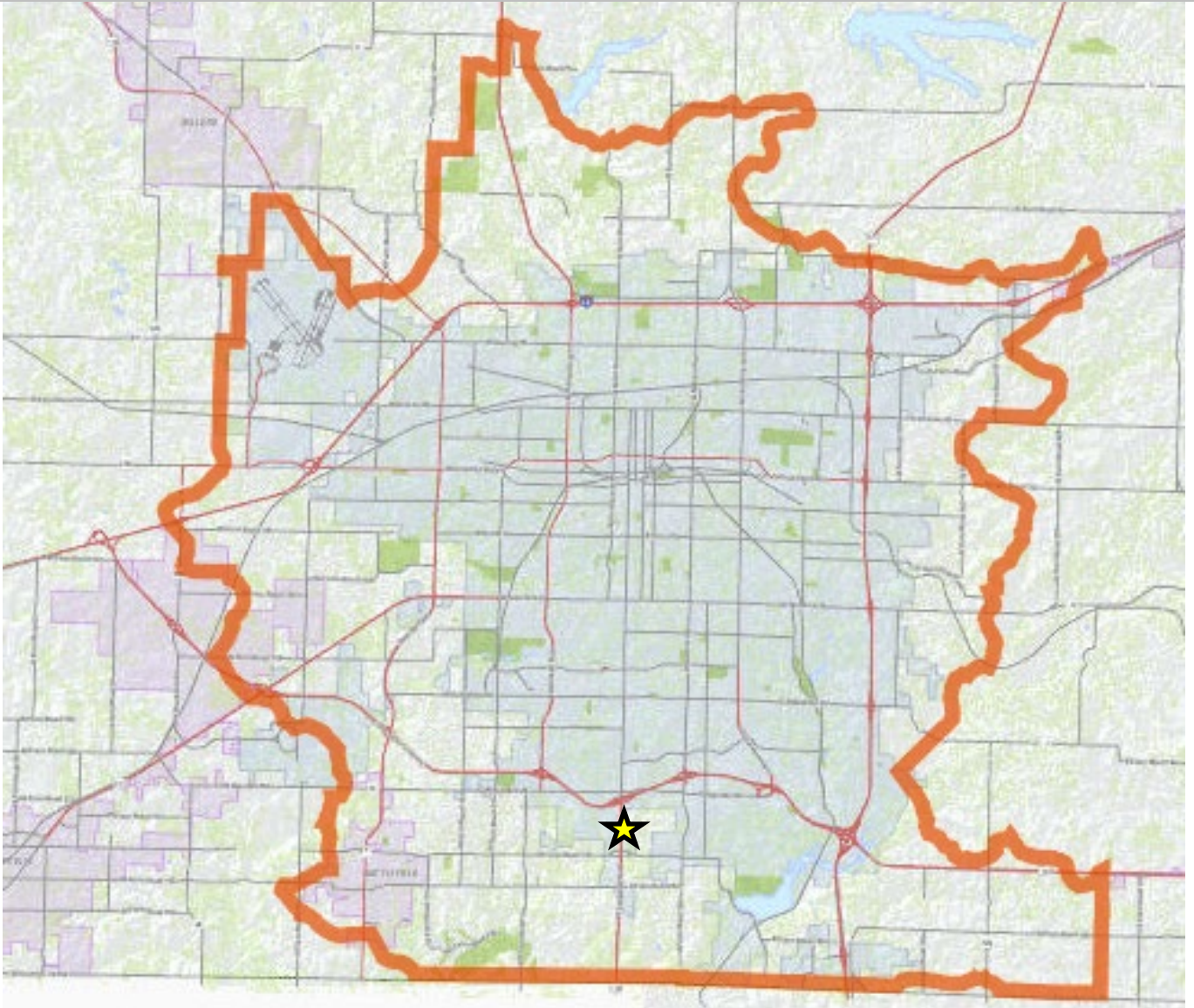


Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



URBAN SERVICE AREA:



Development Review Staff Report



PROPERTY HISTORY:

The subject property is currently outside the city limits in unincorporated Greene County. The subject property is currently zoned Greene County C-1, Neighborhood Commercial District and has a commercial building on it. The annexation is being processed concurrently with a rezoning of the same area and will have a public hearing at the City Council meeting.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

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

The *Growth Management and Land Use Plan* designates this area as appropriate for High Intensity Retail, Office and Housing uses.

STAFF COMMENTS:

1. The applicant is proposing to annex approximately 1.14 acres of private property and approximately 0.38 acre of public street right-of-way generally located at 354 West Buena Vista Street into the City of Springfield. A rezoning to GR, General Retail District for a new retail development is being processed with this annexation and will have a public hearing at the same City Council meeting.
2. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
3. The proposed annexation and rezoning will allow the subject property to be developed similarly to adjacent properties in the City.
4. The proposed annexation area does not contain any known sinkholes and is not located in a FEMA designated floodplain. The proposed annexation area does not contain a stream buffer area.
5. The proposed annexation contains 0.38 acre of Greene County public street right-of-way for Buena Vista Street.
6. The proposed annexation area is currently served by the Battlefield Fire Protection District.
7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1. The legal description of the private property involved in this annexation is attached as Exhibit A.

PUBLIC NOTIFICATION:

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

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

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

No issues with the proposed annexation.

CLEAN WATER SERVICES COMMENTS:

No objection to the annexation, although we have the following comments:

1. These tracts do not have direct access to public sewer and are not in a defined sewer district. Public sewer will need to be extended to serve the tracts which will require public improvement plans designed and constructed to city standards. Those public improvements will need to be approved, constructed and accepted or escrowed before a plat or building permit could be approved.

E-911 COMMENTS:

No comments.

ECONOMIC DEVELOPMENT COMMENTS:

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

FIRE DEPARTMENT COMMENTS:

1. **Service** – The primary Fire Station responding to this area would be Station #11 located at 4940 S Fremont, which is approximately 1.8 miles from the southwest corner of the property. Fire Station #9 located at 450 W Walnut Lawn, is the secondary station responding to this location, which is 1.6 miles from the northwest corner of the property.
2. **ISO area** – The proposed annexation is currently outside the recommended ISO 1.5-mile response distance by 0.6 miles for the 1st due unit. *While this is greater than the ISO recommendation, it will not have a significant impact on our ISO rating for deployment.*
3. **Response times/Standards of Cover** – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus, 35 mph in high traffic congestion districts. The 1st due company has an estimated total response time of 4 minutes, 44 seconds. The 2nd due company has an estimated total response time of 5 minutes, 5 seconds. It is likely the standard of coverage benchmark could be met for single company responses and for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 10 minutes and 20 seconds. *The department expects that it will meet the initial unit and effective response force benchmarks. Additionally, this location is covered by an*

Development Review Staff Report



established automatic aid agreement for a fire emergency. This will not negatively impact our accreditation standard of cover.

		Estimated Total Response Time	Benchmark*	Baseline**
1 st Due Company	Station 11	4 minutes 44 seconds	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Station 11, 9, 6, 10, 1, and 7	9 minutes 32 seconds	10 minutes 20 seconds	13 minutes 18 seconds

4. **Water Supply** – Currently there is a 16” water main along the west side of the property and an 8” water main on the north side of the property. ***The Fire Department does not have any concerns with the water supply for this proposed annexation. Any future development shall meet the intent of the adopted Fire Code for fire water supply consistent with the needs of the development.***
5. **Impact** – Emergency responses to this property is anticipated to be low under current use. ***The Fire Department does not have concerns with the operational impact to the department or the City of Springfield.***

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

MODOT COMMENTS:

No comment. Annexation does not impact MoDOT right-of-way.

POLICE DEPARTMENT COMMENTS:

No issues at this time.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Campbell Avenue as Expressway roadway, and W. Buena Vista Street as Non-Residential Local roadway. The standard right-of-way width from the centerline for S. Campbell Avenue is 65 feet, and for W. Buena Vista Street is 30 feet. It appears no additional right-of-way is needed along S. Campbell Avenue or W. Buena Vista Street. A survey is recommended to determine the exact amount of existing right-of-way. S. Campbell Avenue is a state-maintained street and W. Buena Vista Street is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count for S. Campbell Avenue is 39,551 vehicles per day. There is no recent traffic count for W. Buena Vista Street. On-street parking is not allowed along S. Campbell Avenue or W. Buena Vista Street.

DRIVEWAY ACCESS

There is no driveway access point onto the property from S. Campbell Avenue. No access is allowed from S. Campbell Avenue. There is one driveway access point onto the property from W. Buena Vista Street. Access to this property from W. Buena Vista Street will be allowed based on existing City of Springfield standards for a Non-Residential Local.

Development Review Staff Report



SIDEWALK

There is no existing sidewalk along the property frontage of S. Campbell Avenue or W. Buena Vista Street. Sidewalks are required to be constructed along the entire frontage of both S. Campbell Avenue and W. Buena Vista Street as per City Code Section 36-471 at the time of development. As an alternate, a request to pay a fee in lieu of sidewalk construction may be submitted to ARC for consideration. If approved, the fee must be paid prior to issuance of a building permit.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along S. Campbell Avenue or W. Buena Vista Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study was not required as the change in zoning does not generate an additional 100 trips in the peak hour or 1,000 trips in a 24-hour period.

TRAFFIC - TABLE 1: ANNEXATION DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	S. Campbell Avenue	Expressway	No	100	65
Street 2	W. Buena Vista Street	Non-Residential Local	No	30	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		19	77	828	
*Proposed Trips Generated		19	77	828	
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

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Ward Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the 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 allowed due to proximity to the floodplain**. 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.

Development Review Staff Report



- a. A fee in lieu of detention for this development will be permitted, the adjacent east property has the Ward Branch stream with Floodplain to collect the runoff.
- b. A drainage easement or directed outlet maybe required for on-site runoff.

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

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.

ANNEXATION SCHEDULE:

ATTACHMENT 2
ANNEXATION SCHEDULE

ANNEXATION:

Initiate annexation.....	November 14, 2022
City Council public hearing	December 12, 2022
City Council second reading and vote	January 9, 2023

One-rdg. _____
P. Hrngs. X
Pgs. 18
Filed: 12-06-22

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 298

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 1.15 acres of property generally located at 354 West Buena Vista
4 Street from Greene County C-2 to GR, General Retail District; and
5 adopting an updated Official Zoning Map. (Staff and Planning and
6 Zoning Commission recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 354 West Buena Vista Street from Greene County C-2 to GR,
11 General Retail District; and
12

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

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

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

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

28 Section 1 – The property described in "Exhibit A," which is attached hereto and
29 incorporated herein by this reference, is hereby rezoned from Greene County C-2 to
30 GR, General Retail District. Springfield Land Development Code, Section 36-306,
31 'Official zoning map and rules for interpretation,' is hereby amended, changed, and
32 modified consistent with this Ordinance.
33

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

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

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

45
46 Passed at meeting: _____

47
48 _____
49 Mayor

50
51 Attest: _____, City Clerk

52
53 Filed as Ordinance: _____

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

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

EXPLANATION TO COUNCIL BILL 2022 - 298

FILED: 12-06-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.15 acres of property generally located at 354 W. Buena Vista Street from Greene County C-2 to GR, General retail district as part of the proposed annexation of this property (A-4-2022). (Staff and Planning and Zoning Commission both recommend approval).

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-26-2022

The applicant is requesting to rezone approximately 1.15 acres of property generally located at 354 W. Buena Vista Street from Greene County C-2 to GR, General retail district as part of the proposed annexation of this property (A-4-2022).

REMARKS: The Planning and Zoning Commission held a public hearing on November 17, 2022, and recommended to approve, by a vote of 7 to 0.

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

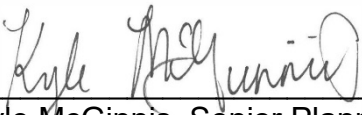
FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* designates this site as appropriate for High-Intensity Retail, Office, or Housing, which is intended to contain a mix of commercial and/or mid- or high-density housing when located at major intersections along certain corridors, at a density and intensity greater than that associated with the Medium-Intensity Retail, Office or Housing designation. This land use category is typically associated with Activity Centers, which are intended to contain mixed- or multiple-land uses on a given site, with major consideration given to creating attractive pedestrian spaces and streetscapes, shared or public open spaces, and links to nearby greenways. This property is located along the periphery of the James River Freeway and Campbell Avenue Activity Center, as identified on Figure 18-8 of the *Growth Management and Land Use Plan*.
2. The *Comprehensive Plan* states that the GR, General retail district (Section 36-421 of the *Land Development Code*) is an appropriate Springfield zoning district in areas designated for High-Intensity Retail, Office, or Housing. The GR district permits a number of commercial, and office uses by right, with opportunities for residential

uses if located above or behind first-floor non-residential frontage along W. Buena Vista Street. The requested rezoning would not only maintain the existing commercial activity on the property but would allow for the enforcement of City zoning regulations as part of this property's redevelopment, bringing greater uniformity to the development patterns along this commercial corridor.

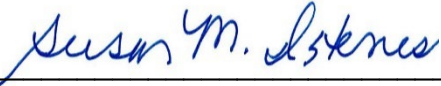
3. The subject property already has connections to existing City Utilities infrastructure but lacks access to the City's public sewer system. As a result, a public sewer extension will be required to serve this property. This extension will require the submission of public improvement plans designed and constructed according to City standards. These plans must be approved, filed, and either constructed or escrowed before building plans or a plat may be approved.
4. The proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic, or impact traffic safety in the vicinity. At the time of development, or upon subdividing the property, sidewalk must be constructed along the property's entire frontage along both S. Campbell Avenue and W. Buena Vista Street in accordance with Section 36-471 of the *Land Development Code*. The sidewalks must be shown on a civil site plan and constructed under a sidewalk permit, or they can be depicted on public improvement plans, if required for another aspect of the property's development, such as the extension of public sewer noted above.
5. Although a Traffic Impact Study ("TIS") is not required at the time of rezoning, a TIS may be required at the time of the property's development. The developer shall coordinate with Public Works – Traffic on this matter.
6. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied. If denied, the property would maintain its County C-2 designation, which permits a number of commercial uses; however, the property would not be subject to the City's bulk, open space, off-street parking, or landscaping regulations, which seek to provide a sense of uniformity throughout the City's non-residential areas.

Submitted by:



Kyle McGinnis, Senior Planner

Recommended by:



Susan Istenes, AICP

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-26-2022

ALL OF LOT ONE (1), SHADOWWOOD 2ND ADDITION BEING A REPLAT OF
PARCEL 1 AND PARCEL 2 AND PARCEL 3 OF LOT 2 OF SHADOWWOOD
SUBDIVISION AMENDED PLAT, CITY OF SPRINGFIELD, GREENE COUNTY,
MISSOURI.

EXHIBIT B

RECORD OF PROCEEDINGS
Planning and Zoning Commission – November 17, 2022

Z-26-2022

354 West Buena Vista Street

Applicant: Hale Realestate, LLC

Mr. Hosmer stated that this is a request to rezone approximately 1.15 acres of property generally located at 354 W. Buena Vista Street from Greene County C-2 to GR, General retail district as part of the proposed annexation of this property (A-4-2022). Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Chris Wynn, 5651 S. National Avenue and is representing the developer. Ultimately, they would like to extend to a sewer access and will be annexing the property also. Property is zoned commercial but will be rezoning to General Retail and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Z-26-2022 (354 West Buena Vista Street). Mr. Jobe seconded the motion. Ayes: Doennig, Jobe, Colony, Pauly, Knuckles, Broekhoven, and Lebeck. Nays: None. Abstain: None. Absent: None.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	NOVEMBER 17, 2022
CITY COUNCIL PUBLIC HEARING:	December 12, 2022
	CASE: Z-26-2022
	ACRES: 1.15 acres
	LOCATION: 354 W. Buena Vista Street
	EXISTING LAND USE: Seasonal retail sales
	APPLICANT: Hale Real Est LLC
	STAFF: Kyle McGinnis, Senior Planner (417) 864-1615
	STAFF RECOMMENDATIONS: Approve
PROPOSED MOTION: Move to approve as submitted in the staff report.	
REQUIRED VOTE: A majority of those present (5 members are a quorum).	

SUMMARY OF REQUEST:

Request to rezone approximately 1.15 acres of property generally located at 354 W. Buena Vista Street from Greene County C-2 to GR, General retail district as part of the proposed annexation of this property (A-4-2022).

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management and Land Use Plan* designates this site as appropriate for High-Intensity Retail, Office or Housing, which is intended to contain a mix of commercial and/or mid- or high-density housing when located at major intersections along certain corridors, at a density and intensity greater than that associated with the Medium-Intensity Retail, Office or Housing designation. This land use category is typically associated with Activity Centers, which are intended to contain mixed- or multiple-land uses on a given site, with major consideration given to creating attractive pedestrian spaces and streetscapes, shared or public open spaces, and links to nearby greenways. This property is located along the periphery of the James River Freeway and Campbell Avenue Activity Center, as identified on Figure 18-8 of the *Growth Management and Land Use Plan*.
2. The *Comprehensive Plan* states that the GR, General retail district (Section 36-421 of the *Land Development Code*) is an appropriate Springfield zoning district in areas designated for High-Intensity Retail, Office or Housing. The GR district permits a number of commercial and office uses by right, with opportunities for residential uses if located above or behind first-floor non-residential frontage along W. Buena Vista Street. The requested rezoning would not only maintain the existing commercial activity on the property but would allow for the enforcement of City zoning regulations as part of this property's redevelopment, bringing greater uniformity to the development patterns along this commercial corridor.
3. The subject property already has connections to existing City Utilities infrastructure but lacks access to the City's public sewer system. As a result, a public sewer extension will be required to serve this property. This extension will require the submission of public improvement plans designed and constructed according to City standards. These plans must be approved, filed, and either constructed or escrowed before building plans or a plat may be approved.
4. The proposed zoning and uses will not have a substantial impact on the public street system, pedestrian traffic, or impact traffic safety in the vicinity. At the time of development, or upon subdividing the property, sidewalk must be constructed along the property's entire frontage along both S. Campbell Avenue and W. Buena Vista Street in accordance with Section 36-471 of the *Land Development Code*. The sidewalks must be shown on a civil site plan

Development Review Staff Report



and constructed under a sidewalk permit or they can be depicted on public improvement plans, if required for another aspect of the property's development, such as the extension of public sewer noted above.

5. Although a Traffic Impact Study (TIS) is not required at the time of rezoning, a TIS may be required at the time of the property's development. The developer shall coordinate with Public Works – Traffic on this matter.
6. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied. If denied, the property would maintain its County C-2 designation, which permits a number of commercial uses; however, the property would not be subject to the City's bulk, open space, off-street parking, or landscaping regulations, which seek to provide a sense of uniformity throughout the City's non-residential areas.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GR	County C-1	County R-4	GR
LAND USE	Commercial, Office Uses	Retail Sales, Eating and Drinking Establishment	Single-family Residential	Undeveloped

Development Review Staff Report



SURROUNDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)

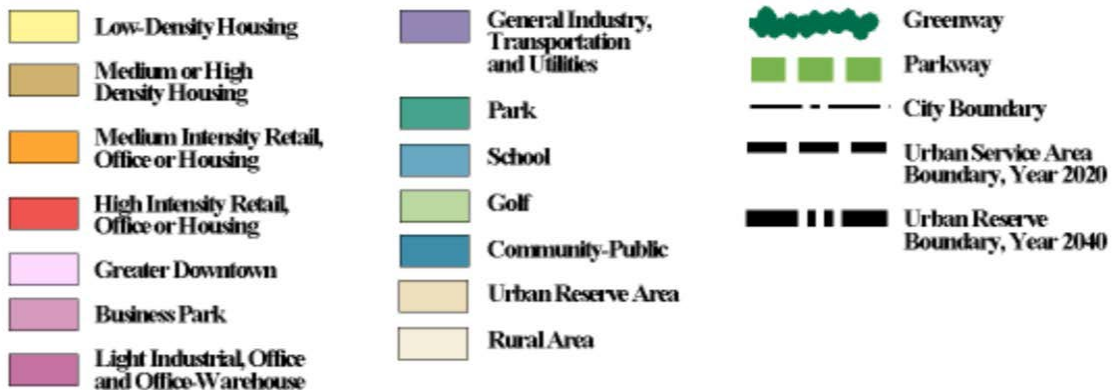
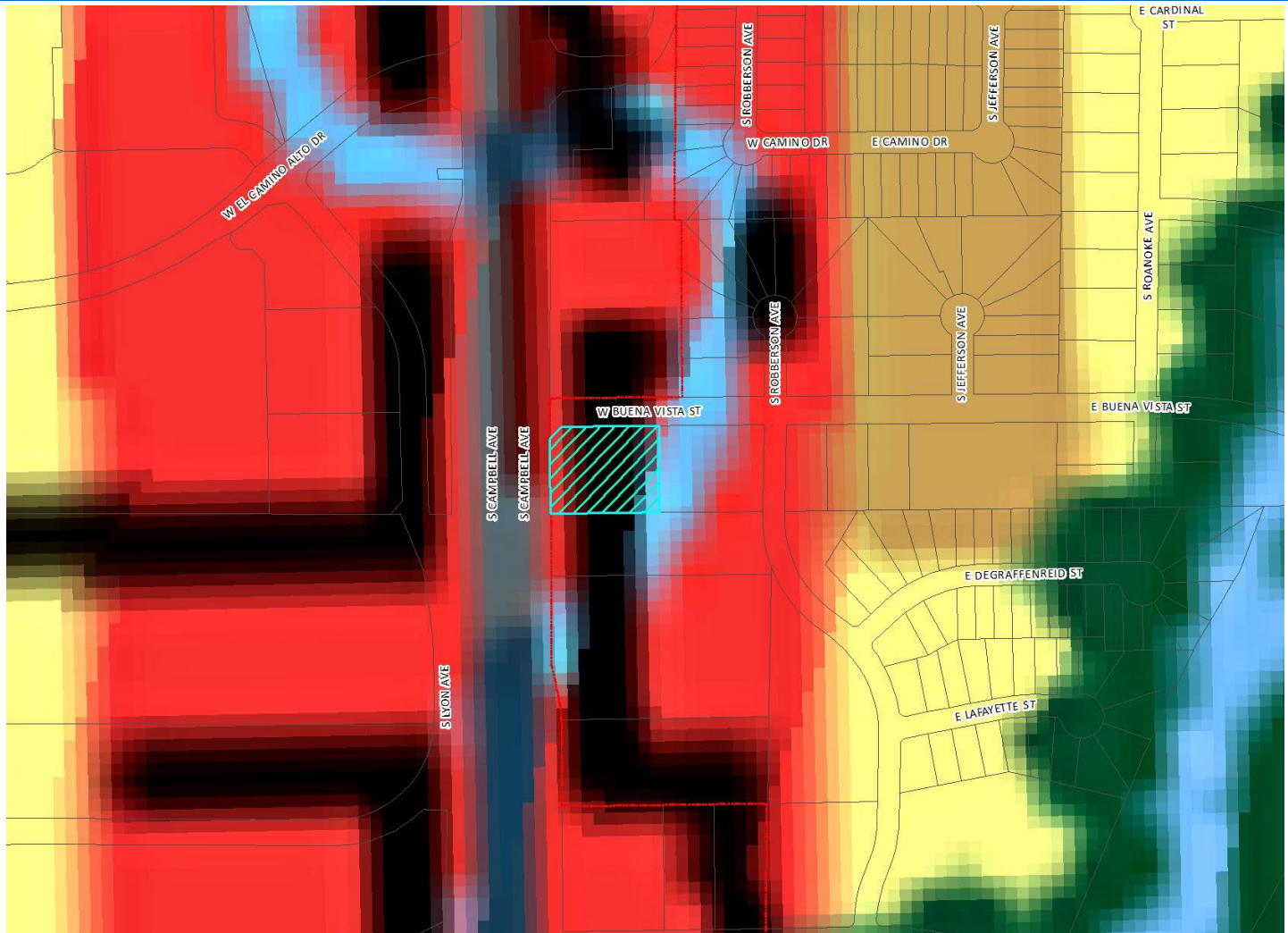


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

This property has not yet been annexed into the City. It is currently zoned County C-2 and has been subject to commercial activity in the past.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GR
Minimum Yard Requirements	Front yard: Twenty-five feet along a street classified as a collector or higher classification street or as required by Section 36-453. Fifteen feet along a street classified as a local street or as required by Section 36-453.
Maximum Structure Height	None, except as regulated by bulk plane limitation (see below).
Minimum Open Space	Not less than 20 percent of the total lot area.
BULK PLANE	BUFFERYARD AND LANDSCAPING
Not applicable. The property to the east is zoned County R-4, which is generally comparable to the City R-MD, Medium-density multifamily residential district. There is no required bulk plane limitation for commercial properties adjacent to property zoned R-MD per Section 36-421 of the <i>Land Development Code</i> .	A bufferyard C, as described in Section 36-482, will be required along the east property line due to the adjacent County R-4 zoning, which is generally comparable to the City's R-MD district. This bufferyard's standard width of 20 feet may be decreased by five feet should the bufferyard include a permissible form of screening; alternatively, the bufferyard's minimum plantings may be lessened if additional width is provided. Development is also subject to the interior and perimeter landscaping requirements noted in Section 36-482 (9). 36-482-12-(c) PLANT UNIT MULTIPLIER 0.4 30' 100' 0.6 25' 0.8 20' 1.0 15'

Development Review Staff Report



COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* designates this site as appropriate for High-Intensity Retail, Office or Housing, which is intended to contain a mix of commercial and/or mid- or high-density housing when located at major intersections along certain corridors, at a density and intensity greater than that associated with the Medium-Intensity Retail, Office or Housing designation. This land use category is typically associated with Activity Centers, which are intended to contain mixed- or multiple-land uses on a given site, with major consideration given to creating attractive pedestrian spaces and streetscapes, shared or public open spaces, and links to nearby greenways. This property is located along the periphery of the James River Freeway and Campbell Avenue Activity Center, as identified on Figure 18-8 of the *Growth Management and Land Use Plan*. The *Comprehensive Plan* states that the GR, General retail district (Section 36-421 of the *Land Development Code*) is an appropriate Springfield zoning district in areas designated for High-Intensity Retail, Office or Housing.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 1.15 acres of land generally located at 354 W. Buena Vista Street from County C-2 to the City's GR, General retail district. The property owner has requested annexation into the City as outlined in A-4-2022, requiring this rezoning.
2. The GR, General retail district is intended for uses that provide community-wide personal and business services, shopping centers and specialty shops. On-site production of products is limited to handcrafted items to be sold on the property, and commercial uses in this district are generally required to conduct business indoors. Because this district is intended to serve the community at large, it is best suited along or at the intersection of two or more streets classified as arterial roadways or higher. This property is located at the intersection of W. Buena Vista Street, a local roadway, and S. Campbell Avenue, an expressway.
3. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.
4. The proposed rezoning was reviewed by City departments, whose comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on October 27, 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: 44

Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No issues with the proposed rezoning.

CITY UTILITIES:

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

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objections to the proposed rezoning. The property does not have direct access to public sewer and will require a public sewer extension to be served. The nearest public sewer is approximately 50 feet to the east. Extending sewer will require public improvement plans designed and constructed according to City standards. The plans must be approved, filed and either constructed or escrowed before a plat or building permit can be approved.

FIRE DEPARTMENT:

No issues with the proposed rezoning.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Ward Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** 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 allowed due to proximity to the floodplain**. The property **does not have a stream buffer on site**.

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

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

Detention Requirements

1. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. In accordance with the City of Springfield Code and the manual, if the additional impervious is minimal then a fee in-lieu-of detention may be allowed per the Director of Public Works.
 - a. A fee in-lieu-of detention for this development will not be permitted. The adjacent property to the east contains the Ward Branch stream, including a floodplain, which will collect runoff.
 - b. A drainage easement or directed outlet may be required for on-site runoff.

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 when disturbing one acre of land or more. This includes projects less than one acre in area that are part of a larger common plan of development or sale that will disturb one acre of land or more over the life of the project. Refer to Chapter 10 Section 2.0. Water Quality will be required.

Additional Stormwater Standards to be met:

1. A land disturbance permit will be required due to the anticipated area of disturbance exceeding one acre in area per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.

Development Review Staff Report



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

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Campbell Avenue as Expressway roadway, and W. Buena Vista Street as Non-Residential Local roadway. The standard right-of-way width from the centerline for S. Campbell Avenue is 65 feet, and for W. Buena Vista Street is 30 feet. It appears no additional right-of-way is needed along S. Campbell Avenue or W. Buena Vista Street. A survey is recommended to determine the exact amount of existing right-of-way. S. Campbell Avenue is a state-maintained street and W. Buena Vista Street is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count for S. Campbell Avenue is 39,551 vehicles per day. There is no recent traffic count for W. Buena Vista Street. On-street parking is not allowed along S. Campbell Avenue or W. Buena Vista Street.

DRIVEWAY ACCESS

There is no driveway access point onto the property from S. Campbell Avenue. No access is allowed from S. Campbell Avenue. There is one driveway access point onto the property from W. Buena Vista Street. Access to this property from W. Buena Vista Street will be allowed based on existing City of Springfield standards for a Non-Residential Local.

SIDEWALK

There is no existing sidewalk along the property frontage of S. Campbell Avenue or W. Buena Vista Street. Sidewalks are required to be constructed along the entire frontage of both S. Campbell Avenue and W. Buena Vista Street as per City Code Section 36-471 at the time of development. As an alternate, a request to pay a fee in-lieu-of sidewalk construction may be submitted to ARC for consideration. If approved, the fee must be paid prior to the issuance of a building permit.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along S. Campbell Avenue or W. Buena Vista Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study was not required as the change in zoning does not generate an additional 10 trips in the peak hour or 1,000 trips in a 24-hour period.

Development Review Staff Report



TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	S. Campbell Avenue	Expressway	No	100	65
Street 2	W. Buena Vista Street	Non-Residential Local	No	30	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		19	77	828	
*Proposed Trips Generated		19	77	828	
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

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: County C2 to city GR
(existing zoning) (proposed zoning)
2. Meeting Date & Time: October 27th 4:00 to 6:30 PM
3. Meeting Location: City office 5051 S. National Ave Ste 7A
4. Number of invitations that were sent: _____
5. How the mailing list was generated: city of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 0
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

No one showed up.

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

No one showed up or sent in comments

I, Chris Wynn (print name), attest that the neighborhood meeting was held on 10-27-22 (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."

Chris Wynn

Signature of person completing affidavit

Chris Wynn

Printed name of person completing affidavit

Sign-In Sheet

Neighborhood Meeting - 10-27-22

For 354 Buena Vista Avenue

	<u>Name</u>	<u>Address</u>	<u>phone</u>	<u>Email</u>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

One-rdg. _____
P. Hrngs. X
Pgs. 23
Filed: 12-06-22

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-299

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Official Map of the City of Springfield, Missouri, adopted pursuant to
2 General Ordinance 1478, by changing the street name of the 3100-3399
3 block of North Mulroy Road to North Beaver Road. (Staff and Planning
4 and Zoning Commission both recommend approval.)
5 _____
6

7 WHEREAS, an application has been filed for a change of street name; and
8

9 WHEREAS, following proper notice, a public hearing was held on November 17,
10 2022, before the Planning and Zoning Commission, a copy of the Record of
11 Proceedings from said public hearing being attached hereto and incorporated herein by
12 this reference as "Exhibit A," and said Commission made its recommendation; and
13

14 WHEREAS, the City of Springfield, Missouri, has reviewed the applicant's
15 request and prepared a staff report concerning the application which is attached hereto
16 and incorporated herein by this reference as "Exhibit B;" and
17

18 WHEREAS, proper notice was given of a public hearing before City Council, and
19 said hearing was held in accordance with law.
20

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

24 Section 1 – The Official Map of the City of Springfield, Missouri, adopted
25 pursuant to General Ordinance 1478, is hereby amended by changing the name of the
26 3100-3399 block of North Mulroy Road as set forth herein:
27

PRESENT NAME	LOCATION	NEW NAME
North Mulroy Road	3100-3399 Block of North Mulroy Road	North Beaver Road

32 Section 2 – The City Clerk is hereby directed to make the modifications to the
33

34 Official Map of the City of Springfield as adopted by General Ordinance 1478, as
35 amended, as shown above.

36
37 Section 3 – This Ordinance shall be in full force and effect from and after
38 passage.

39
40 Passed at meeting: _____

41
42 _____
43 Mayor

44
45 Attest: _____, City Clerk

46
47 Filed as Ordinance: _____

48
49
50 Approved as to form: Jill Bennis, Assistant City Attorney

51
52
53 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2022 -299

FILED: 12-06-22

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Official Map of Springfield, adopted pursuant to General Ordinance No. 1478 by changing the street name of the 3100-3399 Block of North Mulroy Road to North Beaver Road. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

STREET NAME CHANGE NO. 80

This is a request to re-name the 3100-3399 block of North Mulroy Road to North Beaver Road by the applicant, Buc-ee's.

The gas station and travel center chain, Buc-ee's, is currently constructing a store at 3280 North Mulroy Road and wishes to rename the street to "North Beaver Road" in order to assist drivers in guiding them to the store. They state it will reduce driver confusion and improve operations.

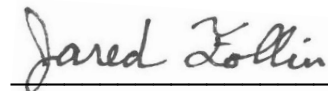
REMARKS: The Planning and Zoning Commission held a public hearing on November 17, 2022, and recommended approval, by a vote of 4 to 3.

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

FINDINGS FOR STAFF RECOMMENDATION:

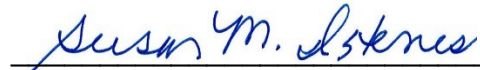
1. It has been a long-standing policy of the Planning and Development Department to not support street name changes to a company's name. However, staff does support renaming North Mulroy Road to North Beaver Road as it does not directly reference a business.

Submitted by:

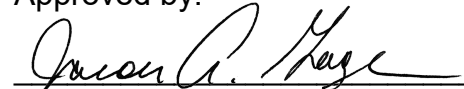


Jared Follin, Associate Planner

Recommended by:


Susan Istenes, AICP, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Applicant Statement and proposed signage

Attachment 3, Proposed Re-Design of Mulroy Road Interchange

EXHIBIT A

RECORD OF PROCEEDINGS
Planning and Zoning Commission – November 17, 2022

Street Name Change 80
3100 – 3399 blk North Mulroy Road
Applicant: Buc-ee's

Mr. Hosmer stated that this is a request to rename the 3100-3399 block of North Mulroy Road to North Beaver Road. Staff recommends approval.

Mr. Colony asked about examples of Madison/Bear Blvd and an unnamed county road and if Madison was vacated.

Mr. Hosmer noted that he believes some of it was vacated.

Mr. Doennig opened the public hearing.

Mr. Stan Beard, 327 FM 2004, Lake Jackson, TX went over points, i.e., of why a 50,000' gas station would need any more visibility but noted the exit off of the freeway will be tricky and expects around 12,000 cars per day (3 out of 4 cars are not from the area). Consultants and MoDot thought it would be helpful to have the name change for traffic flow (micro-movement) and to help minimize possible safety issues.

Mr. Jobe asked about other communities that have a Buc'ee's.

Mr. Beard noted that they have several stores with street names (Buc'ee's, etc.) and has helped minimize any traffic concerns/flows.

Mr. Colony questioned the street name change and why it would need to be renamed.

Mr. Brett Foster, Public Works noted that the situation is the micro-movement that will be the problem and gave out examples of other situations and changes. He said that it does need to change to a simpler name (Fed Hwy/MoDot supports), and this will be largest traffic generator in Springfield, and will make the traffic flow safer and easier.

Mr. Lebeck asked if this is a public safety issue.

Mr. Foster noted that it is a safety issues and needs to simpler.

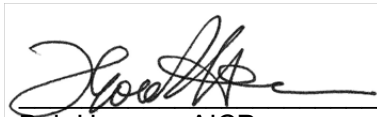
Mr. Knuckles talked about the roundabouts and how your automobile GPS is telling you how to get you to the destination and having a separate name will be simpler.

Mr. Pauly has concerns with constant changes of businesses to street names and gave out examples of other locations.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Street Name Change 80 (3100 – 3399 blk North Mulroy Road). Mr. Jobe seconded the motion. Ayes: Jobe, Colony, Knuckles, and Broekhoven. Nays: Doennig, Lebeck, and Pauly. Abstain: None. Absent: None.

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

Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

NOVEMBER 17, 2022

CITY COUNCIL PUBLIC HEARING:

DECEMBER 12, 2022



CASE: Street Name Change No. 80

LOCATION: 3100-3399 block of North Mulroy Road

APPLICANT: Buc-ee's

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

STAFF RECOMMENDATIONS: Approve

PROPOSED MOTION: Move to approve the street name change, as submitted in the staff report

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

SUMMARY OF REQUEST:

Request to rename the 3100-3399 block of North Mulroy Road to North Beaver Road.

FINDINGS FOR STAFF RECOMMENDATION:

1. This request is to rename 3100-3399 block of North Mulroy Road to North Beaver Road for this portion of the City's Street system.
2. Mulroy Road is classified in the City's Transportation plan as a primary arterial roadway.
3. It has been a long-standing policy of the Planning and Development Department to not support street name changes to a company's name. However, staff does support renaming North Mulroy Road to North Beaver Road as it does not directly reference a business.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County Residential-1	Commercial Service	Highway Commercial / County Commercial-1	Residential Single Family
LAND USE	Residential	Industrial	Residential	Undeveloped

Development Review Staff Report



SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



CITY OF
Springfield

[illegible]

Development Review Staff Report



PROPERTY HISTORY:

The subject street and right-of-way were annexed into the city in 1999 under General Ordinance 4951. The origins of the current name, Mulroy Road, could not be found.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 98-10. – Procedure for changing names of streets.

Before the name of any public street is changed, there shall be public notice of such proposed change and public hearings shall be held in accordance with the following procedures:

- 1) All such changes shall first be considered by the planning and zoning commission at a public hearing.
- 2) Prior to the public hearing before the planning and zoning commission, notices of such hearing shall be posted in the area where the name change is to take place, which notice shall set out the time, date and location of the public hearing, giving at least ten days' notice of the hearing. Such notices shall be conspicuously displayed by posting the notice on the city right-of-way.
- 3) The planning and zoning commission of the city shall hold its public hearing on the name change and shall submit its recommendation to the city council.
- 4) Thereafter, the city council shall hold a public hearing on the proposed name change, giving at least five days' notice of the public hearing in accordance with the provisions set forth in this section. After holding the public hearing, the city council may, in its discretion, change the name and shall give notice of such change to the post office and other appropriate public officials.

STAFF COMMENTS:

1. The Planning and Zoning Commission reviewed this item on October 6, 2022, with a tie vote. According to the Planning and Zoning Commission Rules of Procedure a tie vote automatically tables the item and requires a vote at the November 17, 2022 meeting.
2. This request is to re-assign 3100-3399 Block of North Mulroy Road to North Beaver Road.
3. The gas station and travel center chain, Buc-ee's, is currently constructing a store at 3280 North Mulroy Road and wishes to rename the street to "North Beaver Road" in order to assist drivers in guiding them to the store. They state it will reduce driver confusion and improve operations. See Attachment 2 for their full statement. Also included is their concept of the signage coming off the interstate. The Planning and Zoning Commission reviewed this item on October 6, 2022, with a tie vote. According to the Planning and Zoning Commission Rules of Procedure a tie vote automatically tables the item and requires a vote at the November 17, 2022 meeting.
4. Planning supports the street name change. The original request was to rename the street to "Buc-ee's Avenue", but we did not support it as it directly referenced a company's name. In 2019, planning did not support the street name change of East Farm Road 188 to Innovative Avenue as it reflected the name of the applicant's business, Innovative Dental; however, after some negotiations, we supported renaming the street to Innovation Avenue. Other street names such as "Bear Boulevard" near Missouri State University and "Mustard Way" near French's Food Company are examples of street names we also supported.
5. Planning and Zoning Commission's recommendation on this case will be sent to City Council for final approval.
6. The proposed street name change was reviewed by City departments and comments are contained in Attachment 1. The applicant's full statement for their reasoning for the street name change and their concept of the signage can be found in Attachment 2. The proposed plans for the redesign of the interchange and North Mulroy Road can be found in Attachment 3.

Development Review Staff Report



PUBLIC NOTIFICATION:

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 adjacent to the proposed street name change.

Notices sent to property owners adjacent to the proposed street name change:	Mailed: 7	Returned: 1
--	-----------	-------------

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT COMMENTS

911 EMERGENCY COMMUNICATIONS COMMENTS:

The range from the north I-44 ramp intersection with N. Mulroy Road north to E. Farm Road 104 is 3100-3399

MISSOURI DEPARTMENT OF TRANSPORTATION COMMENTS:

MoDOT comments to follow to consultant on actual signing. No issue with the road name change.

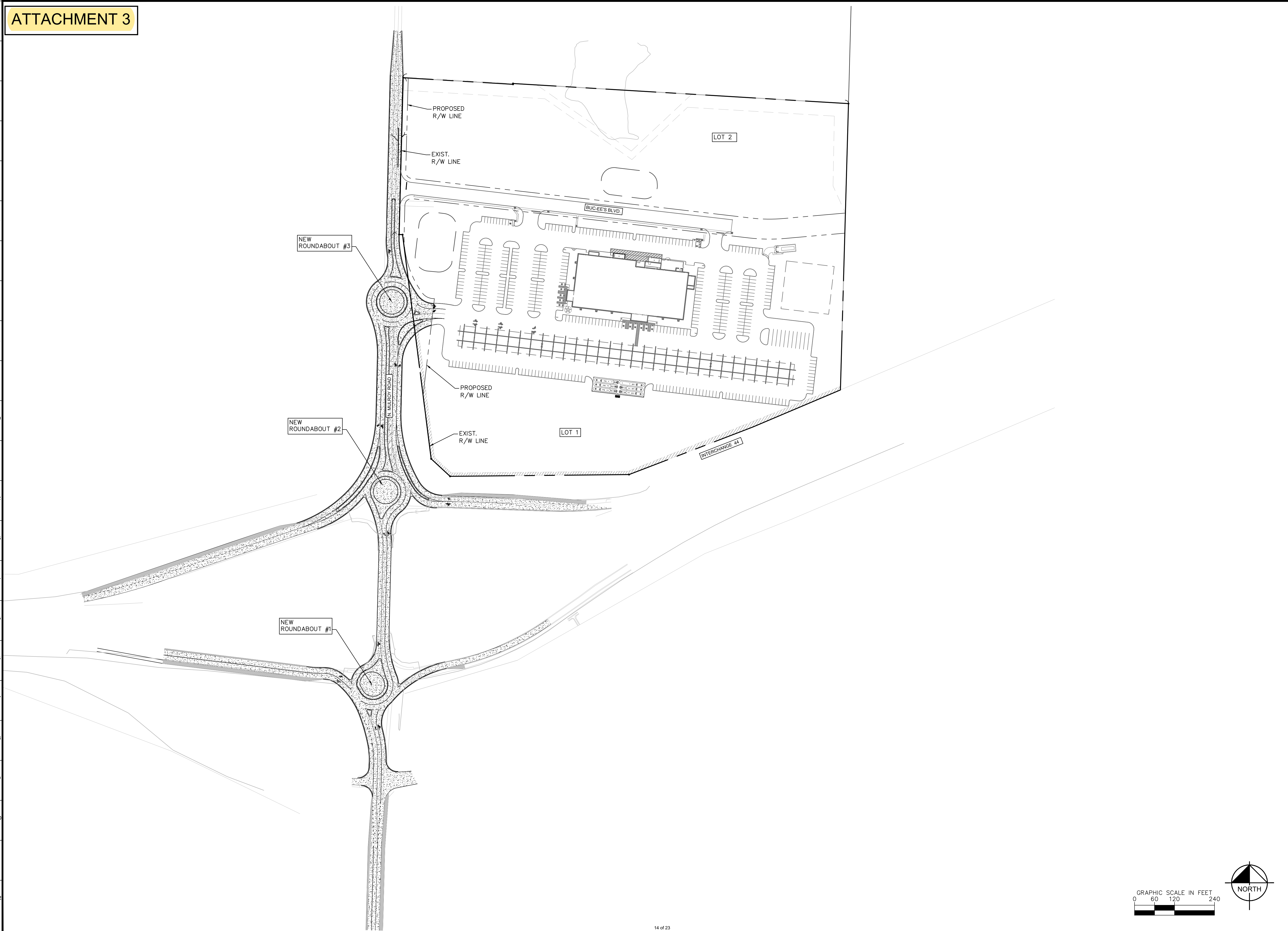
PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

No comments.

Following discussions and recommendations from staff at the Missouri Department of Transportation, the Applicant is requesting the change of N. Mulroy Road to N. Beaver Road to simplify the signage at the reconstructed I-44 interchange with N. Mulroy Road. This interchange modification will result in new multilane roundabouts and is anticipated to be visited by a significant number of unfamiliar drivers on a regular basis. FHWA regulations prevent using specific business names on directional signage, restricting the signage to small wayfinding signs. Renaming N. Mulroy Road to N. Beaver Road will better guide drivers to utilize the proper lanes at the roundabouts, reducing driver confusion and improving operations.

Drawing name: K:\VNC_LDE\168942001_Buc-ees springfield mo\2 Design\CAO\plan sheets\C7 INTERCHANGE PLAN.dwg C7 INTERCHANGE PLAN Aug 02, 2021 2:16pm By: Arin.Tibben
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

ATTACHMENT 3



ORIGINAL ISSUE: 7/30/2021		SHEET NUMBER C7
KHA PROJECT NO. 168942001		
INTERSTATE HIGHWAY 44 & N. MULROY ROAD SPRINGFIELD, MO 65803		
BUC-EE'S TRAVEL CENTER		
INTERCHANGE PLAN		
NOT FOR CONSTRUCTION		
SCALE: AS NOTED DESIGNED BY: JC DRAWN BY: LL CHECKED BY: MK		
Kimley»Horn © 2021 KIMLEY-HORN AND ASSOCIATES, INC. 1828 WALNUT STREET, SUITE 04-101 DENVER, CO 80202 PHONE: 316.625.0350 WWW.KIMLEY-HORN.COM PROFESSIONAL ENGINEER EXPIRES 12/31/21		
REVISIONS		DATE BY
No.		

NE 1/4 SW 1/4
SEC 1, T29N, R21W



0

E FARM RD 104

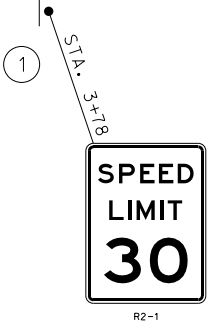


BEGIN PROJECT
STA. 2+20.00

105

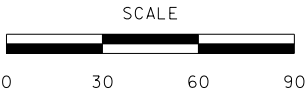
NB BEAVER RD
SB BEAVER RD

MATCH LINE 7+00.00



5

NW 1/4 SW 1/4
SEC 1, T29N, R21W
15 of 23



SIGNING SHEET
SHEET 1 OF 24

NOTE:
1. REMOVE ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS
WHEN BUC-EES AVE AND THE INTERCHANGE ARE CLOSED TO
TRAFFIC UNLESS OTHERWISE NOTED IN THE PLANS.



ROUTE 744 RECONSTRUCTION
SPRINGFIELD, MO 65803
GREENE COUNTY
FINAL PLANS

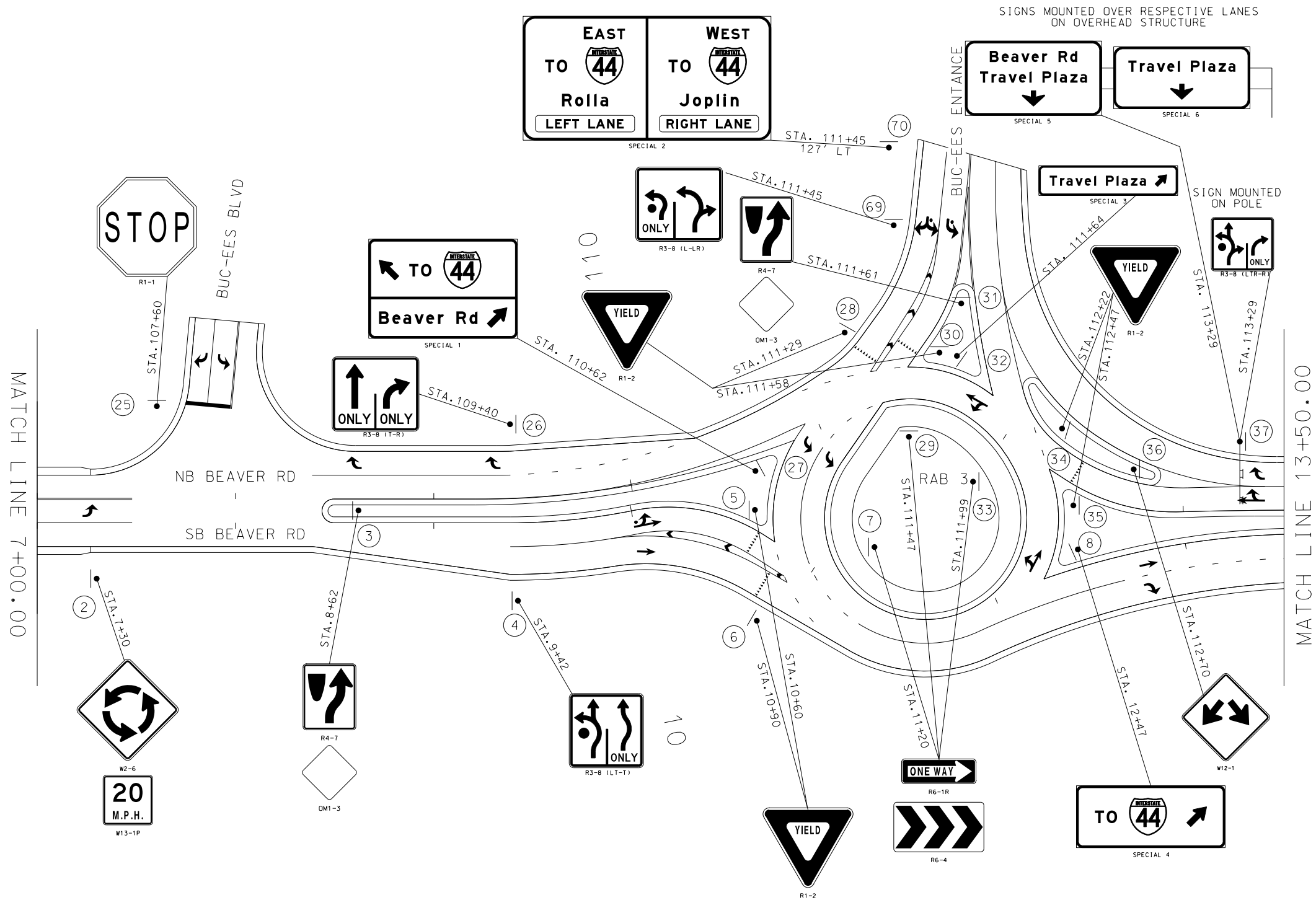
LICENSED PROFESSIONAL

KHA PROJECT	9/21/2022
SCALE AS SHOWN	DESIGNED BY EMB
DRAWN BY HJH	CHECKED BY CET
SHEET NO. 63	DATE:

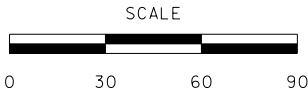
Kimley»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
805 PENNSYLVANIA AVENUE, SUITE 150
KANSAS CITY, MO 64105
PHONE: 816-600-0000
WWW.KIMLEY-HORN.COM

No.	REVISIONS	DATE	BY

NE 1/4 SW 1/4
SEC 1, T29N, R21W



NW 1/4 SW 1/4
SEC 1, T29N, R21W
16 of 23



SIGNING SHEET
SHEET 2 OF 24



ROUTE 744 RECONSTRUCTION
SPRINGFIELD, MO 65803
GREENE COUNTY
FINAL PLANS

LICENSED PROFESSIONAL

KHA PROJECT

9/21/2022

SCALE AS SHOWN

DESIGNED BY EMB

DRAWN BY HJH

CHECKED BY CET

SHEET NO. 64

DATE

64



KIMLEY-HORN AND ASSOCIATES, INC.
805 PENNSYLVANIA AVENUE, SUITE 150
KANSAS CITY, MO 64105
PHONE: 816-600-0000
WWW.KIMLEY-HORN.COM

REVISIONS

No.	DATE	BY

Planning and Zoning Commission Page 10 of 17

013_168942001_Signing02.dgn

7:07:50 PM 9/21/2022

SCALE



0 30 60 90

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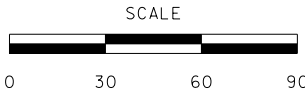
Kimley»»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
805 PENNSYLVANIA AVE., SUITE 130
ANN ARBOR, MI 48106
PHONE: 816-652-6411
FAX: 816-652-0350
WWW.KIMLEY-HORN.COM

DATE: _____

LICENSED PROFESSIONAL

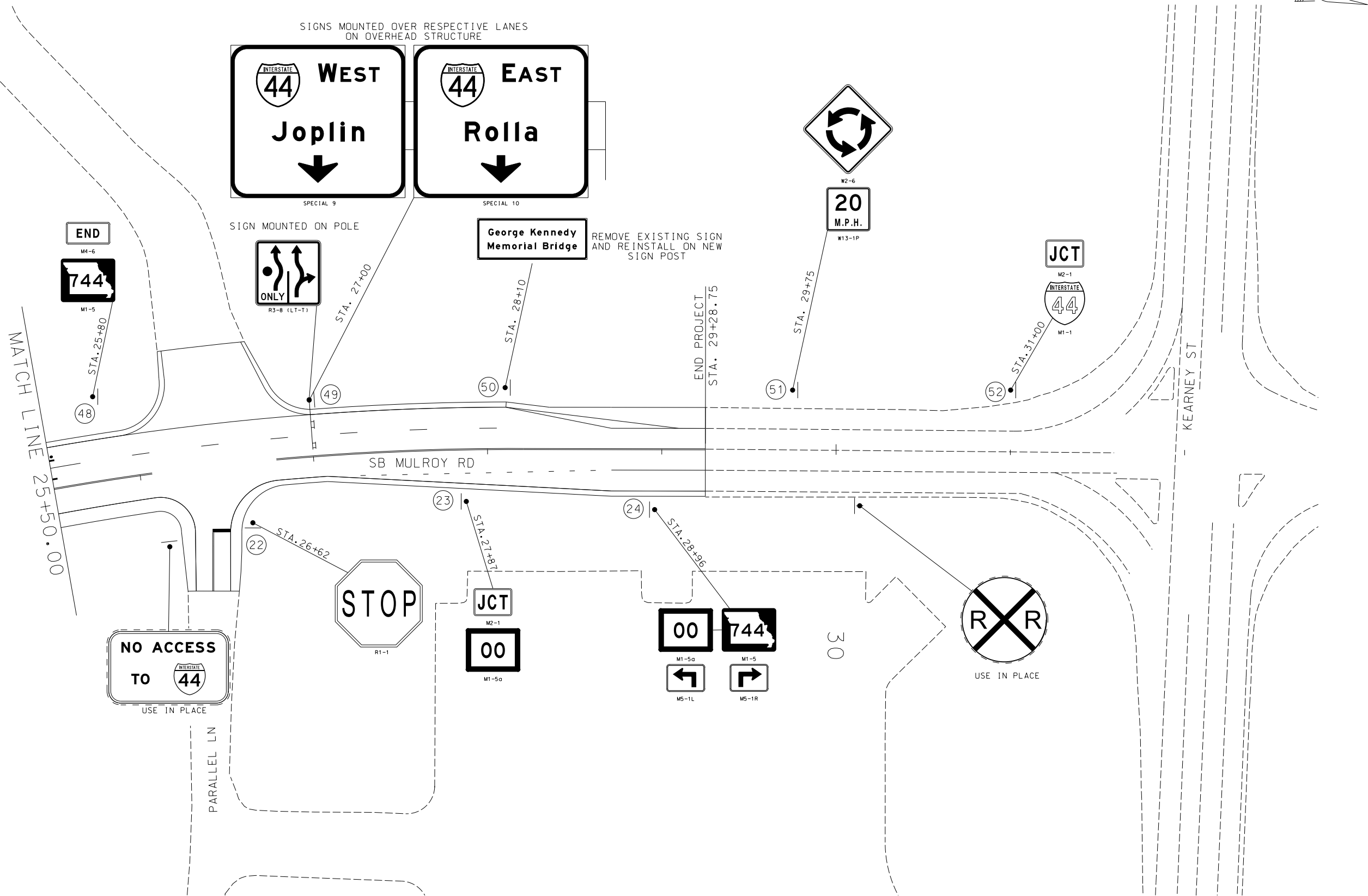
KHA PROJECT
9/21/2022
SCALE AS SHOWN
DESIGNED BY EMB
DRAWN BY HJH
CHECKED BY CET
SHEET NO. 65

ROUTE 744 RECONSTRUCTION
SPRINGFIELD, MO 65803
GREENE COUNTY
FINAL PLANS



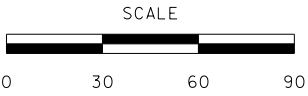
NW $\frac{1}{4}$ SW $\frac{1}{4}$
SEC 1, T29N, R21W
18 of 23

NE 1/4 SW 1/4
SEC 1, T29N, R21W



NOTE:
1. REMOVE ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS WHEN MULROY ROAD
AND THE INTERCHANGE ARE CLOSED UNLESS OTHERWISE NOTED IN PLAN.

NW 1/4 SW 1/4
SEC 1, T29N, R21W
19 of 23



SIGNING SHEET
SHEET 5 OF 24

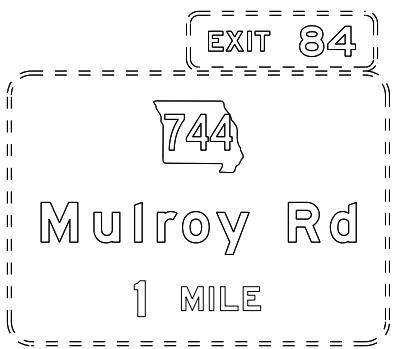


ROUTE 744 RECONSTRUCTION
SPRINGFIELD, MO 65803
GREENE COUNTY
FINAL PLANS

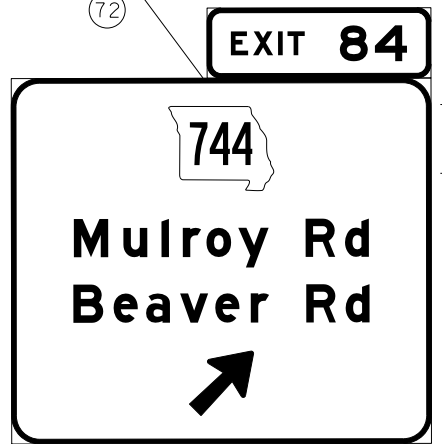
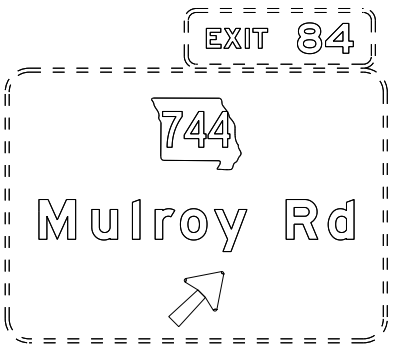
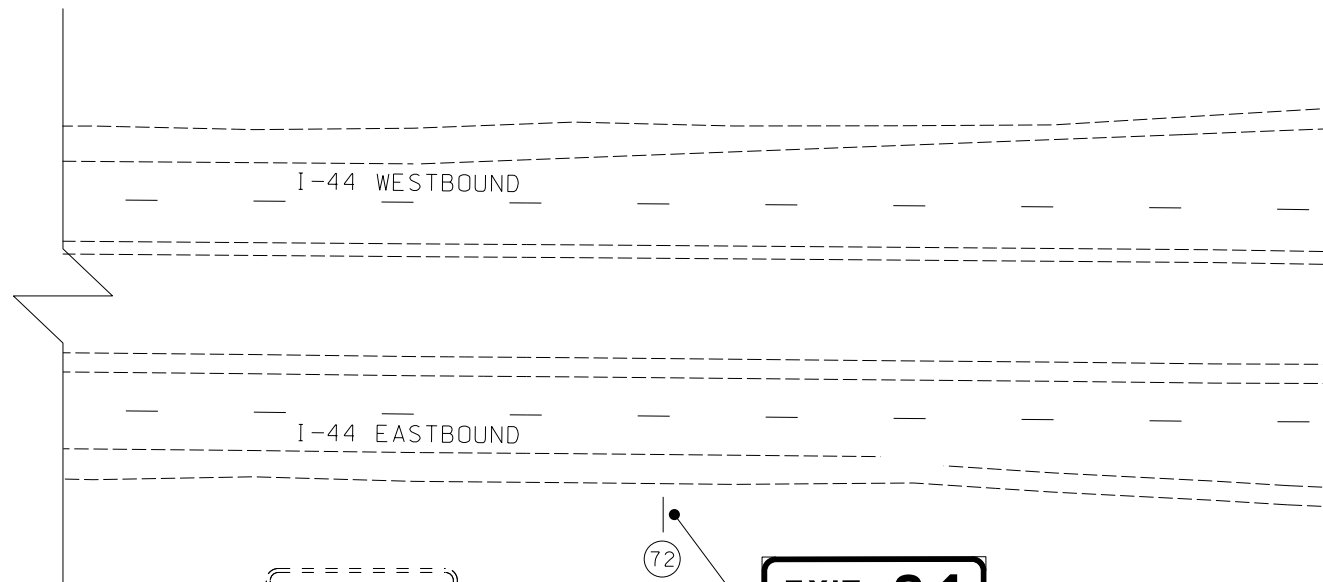
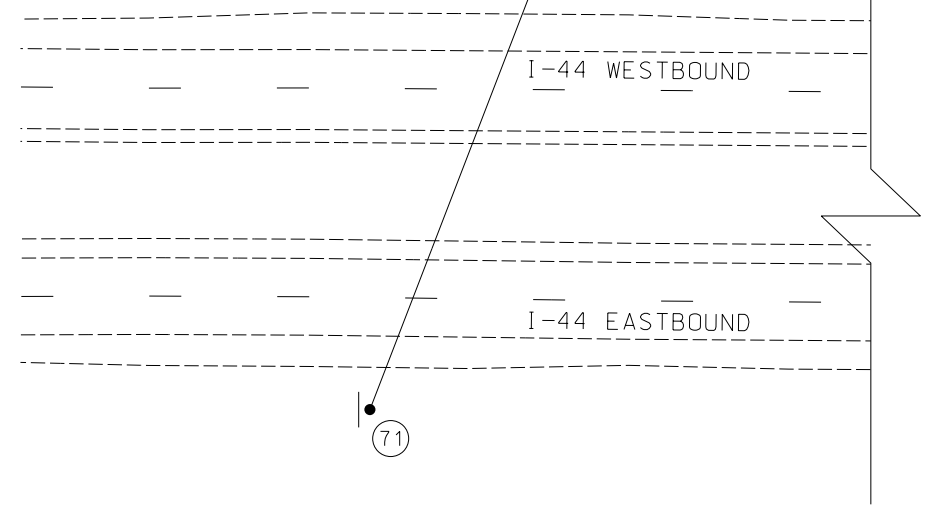
KHA PROJECT		LICENSED PROFESSIONAL	
9/21/2022	SCALE AS SHOWN		
DESIGNED BY EMB	DRAWN BY HJH		
CHECKED BY CET			
SHEET NO. 67	DATE:		

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KANSAS CITY, MO 64105
PHONE: 816-261-0000
WWW.KIMLEY-HORN.COM

REVISIONS		DATE	BY
No.			



AT EB LOG MILE 83.540, REPLACE 744 MULROY RD EXIT 84 1 MILE AHEAD SIGN WITH NEW SIGNS.
INSTALL NEW SIGN POSTS FROM THE HINGE AT THE BOTTOM OF THE SIGNS TO THE TOP OF THE NEW SIGNS.



AT EB LOG MILE 84.371, REMOVE AND REPLACE 744 MULROY RD EXIT 84 SIGN WITH NEW SIGNS.
INSTALL NEW SIGN POSTS FROM THE HINGE AT THE BOTTOM OF THE SIGNS TO THE TOP OF THE NEW SIGNS.



SIGNING SHEET
SHEET 6 OF 24

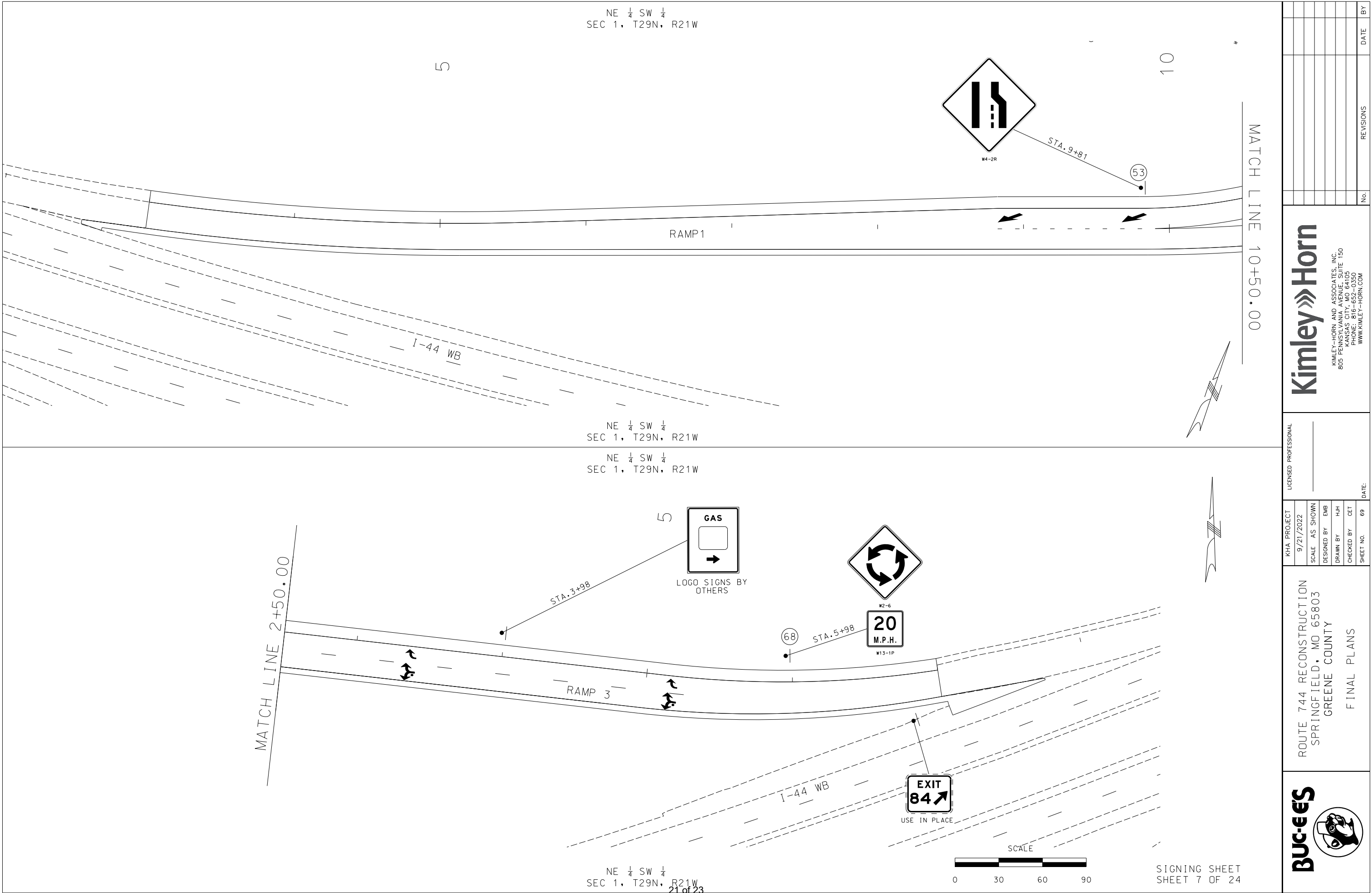


ROUTE 744 RECONSTRUCTION
SPRINGFIELD, MO 65803
GREENE COUNTY
FINAL PLANS

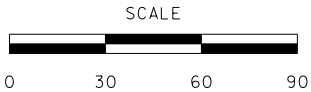
LICENSED PROFESSIONAL

Kimley»Horn
KIMLEY-HORN AND ASSOCIATES, INC.
805 PENNSYLVANIA AVENUE, SUITE 150
KANSAS CITY, MO 64105
PHONE: 816-600-0000
WWW.KIMLEY-HORN.COM

No.	REVISIONS	DATE	BY



KHA PROJECT		9/21/2022		SCALE AS SHOWN		DESIGNED BY EMB		DRAWN BY HJH		CHECKED BY CET		SHEET NO. 69		DATE:	
ROUTE 744 RECONSTRUCTION SPRINGFIELD, MO 65803 GREENE COUNTY														FINAL PLANS	
Buc-ee's														Kimley»Horn	
KIMLEY-HORN AND ASSOCIATES, INC. 805 PENNSYLVANIA AVENUE, SUITE 150 KANSAS CITY, MO 64105 PHONE: 816-866-0000 WWW.KIMLEY-HORN.COM														REVISIONS	
														No.	
														DATE	
														BY	



One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 12-06-22

Sponsored by McClure

First Reading _____

Second Reading _____

COUNCIL BILL 2022- 300

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the Fourth Amendment to the Employment Agreement by and
2 between the City of Springfield, Missouri, and Anita J. Cotter;
3 authorizing the Mayor to execute such Amendment; and authorizing
4 payment of salary and benefits to Anita J. Cotter in accordance with
5 the provisions of the Fourth Amendment.
6 _____
7

8 WHEREAS, the City of Springfield, Missouri (the "City") previously entered into
9 an Employment Agreement with Anita J. Cotter ("Cotter") along with First, Second, and
10 Third Amendments thereto (collectively the "Agreement"); and
11

12 WHEREAS, the City and Cotter desire to amend the Agreement in the manner
13 set forth in the Fourth Amendment to the Agreement and to authorize payment of salary
14 and benefits in accordance therewith.
15

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

19 Section 1 – The Fourth Amendment to the Agreement, attached hereto and
20 incorporated herein as "Exhibit A," is hereby approved by City Council and upon
21 execution, payment of salary and benefits to Cotter in accordance therewith is hereby
22 authorized. The Mayor is appointed and authorized to execute the Fourth Amendment
23 to the Agreement on behalf of the City.
24

25 Section 2 – This Ordinance shall be in full force and effect from and after
26 passage.
27

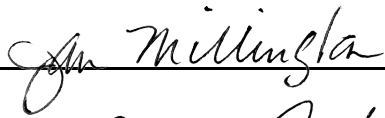
28 Passed at meeting: _____
29

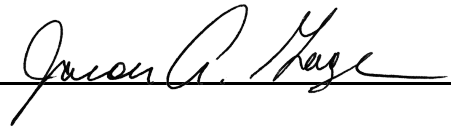
30 _____
31 Mayor
32

33 Attest: _____, City Clerk

34
35
36
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38
39
40
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Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2022 - 300

FILED: 12-06-22

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To authorize the Mayor to execute the Fourth Amendment to an Employment Agreement by and between the City of Springfield, Missouri, and Anita J. Cotter, setting out the terms and conditions of her employment as City Clerk; to approve the Fourth Amendment, and to authorize payment of salary and benefits to Anita J. Cotter in accordance with the provisions set forth therein.

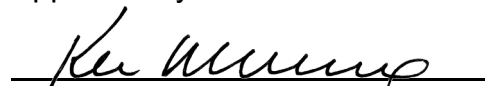
BACKGROUND INFORMATION: City Council appointed Anita Cotter ("Cotter") to serve as City Clerk effective May 17, 2015. The current Employment Agreement executed on December 10, 2018, was subsequently amended September 4, 2019, April 19, 2021, January 24, 2022, and is now being amended with the Fourth Amendment attached to the proposed bill as "Exhibit A." The Fourth Amendment, "Exhibit A," sets forth the terms and conditions of employment of Cotter as City Clerk. The Agreement and Fourth Amendment also authorize the payment of salary and benefits in accordance with the provisions set forth therein. The Fourth Amendment will be effective upon authorization by the City Council and execution by all parties.

Submitted by:



Darla Morrison,
Director of Human Resources

Approved by:



Ken McClure,
Mayor

FOURTH AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI, AND ANITA J. COTTER

THIS FOURTH AMENDMENT to the Employment Agreement between the City of Springfield, Missouri ("City") and Anita J. Cotter, City Clerk ("Cotter") is entered into as of the date of execution.

WHEREAS, the City and Cotter are parties to a certain Employment Agreement dated December 10, 2018, which has been previously amended by First, Second and Third amendments (collectively, the "Agreement"); and

WHEREAS, the City and Cotter wish to amend certain provisions of the Agreement as hereinafter provided.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective January 15, 2023, Paragraph 5 – "Compensation," of the Agreement is hereby deleted in its entirety and the following paragraph is inserted in its place:

5. **Compensation.** For all services provided to the City by Employee during Employee's employment hereunder, Employee shall be paid the following compensation: Beginning January 15, 2023, One Hundred Twenty-Eight Thousand Seven Hundred Forty-Two dollars and ninety cents (\$128,742.90) annually, payable in equal installments not less often than biweekly ("Base Compensation"). Thereafter, Employee's annual Base Compensation will be reviewed by City Council in conjunction with the City's fiscal year and Employee's performance shall also be evaluated by City Council, and increases in annual Base Compensation, if any, shall be based on Employee's performance, budgetary guidelines, market comparability, or for other reasons as desired by City Council. If City Council so desires, it may review Employee's Base Compensation for possible increase at a greater frequency than in conjunction with the City's fiscal year. In addition, Employee shall receive longevity pay in the amount of One Thousand Two Hundred Dollars (\$1,200.00) based on years of service. The compensation provided for in this paragraph shall be in addition to the benefits and other remunerations that are set forth in this Agreement.

2. Effective January 15, 2023, Paragraph 6 – Fringe and Welfare Benefits, subparts (b) "Leave Benefits," (d) "Retirement Benefits," and (e) "Other Benefits" are amended by deleting the current provisions of said subparts and inserting the following in their place:

(b) **Leave Benefits.** In addition to leave authorized and allowed by law, including military leave and Family and Medical Leave, Employee shall receive the following leave benefits:

- (i) Per Agreement annual term for the twelve (12) months following the Effective Date, twelve (12) days of sick leave. Employee may carry over unused sick leave with a maximum accrual of 180 days, or 1,440 hours. Maximum accrual amount may be less than 1,440 hours if the sell back provision currently authorized by Merit Rule 21.2.1 is utilized.
- (ii) Per Agreement Employee will accrue vacation at the rate of twenty (20) days annually subject to the rules on maximum accumulation of accruals which are applicable to all City employees hired after 1995 (currently set forth in Merit Rule 21.1(g)).
- (iii) Per calendar year, four (4) floating holidays, five (5) days of exempt leave, and the total number of holidays recognized by the City (currently set forth in Merit Rule 20.1). All calendar year annual leave must be used by the end of the last full pay period of the calendar year and may not be carried over.

. . .

(d) **Retirement Benefits.** The parties agree and understand that the City participates in the Missouri Local Government Employees Retirement System ("LAGERS"). Upon Employee's qualification for participation under LAGERS, the City agrees to 100% of the required contributions on behalf of Employee with a two percent (2%) defined benefit multiplier. In addition to LAGERS, the parties agree and understand that the City participates in a supplementary Section 457 retirement plan ("457 Plan"). The City agrees to contribute up to \$10.00 per pay period into Employee's 457 Plan account as long as Employee also contributes \$10.00 per pay period. Additionally, starting calendar year 2023, and for each calendar year thereafter, the City agrees to contribute \$14,100.00 into Employee's 457 Plan account during the month of May.

(e) **Other Benefits.** In addition to the fringe and welfare benefits set forth herein, throughout the period of Employee's employment by the City under this Agreement, Employee may participate in all fringe and welfare benefit plans offered by the City, including but not limited to life insurance and enrollment in the Cafeteria Plan, subject to and in accordance with the provisions and eligibility requirements of each such plan, and subject also to the City's right to amend or

terminate any such plan at any time. Any benefits to be provided are subject to change and will be offered to the extent, and on the terms, made available to other similarly-situated unclassified active employees—including any increases to the benefits set forth in paragraphs (a) through (d) above.

3. Effective January 15, 2022, the first paragraph of subpart (a) “Without Cause” of Paragraph 8, “Termination” (as previously amended by the Third Amendment to this Agreement), is hereby deleted and the following paragraph is inserted in its place:

a. **Without Cause.** Notwithstanding any other provision of this Agreement or anything contained herein to the contrary, this Agreement may be terminated without Cause by either the City or Employee upon thirty (30) days prior written notice. In the event of a termination without Cause by either party, the City reserves the right, at its sole option, at any time within the 30-day notice period, to assign Employee transitional duties in addition to or in lieu of Employee’s regular duties; provided, however, the City will not diminish Employee’s Base Compensation before the expiration of the 30-day notice period.

4. All remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date and year written below.

Date

Anita J. Cotter

The City of Springfield, Missouri

By:_____

Ken McClure, Mayor

Certification 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

One-rdg. _____
P. Hmgs. _____
Pgs. 15
Filed: 12-06-22

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 301

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the
2 Missouri Highways and Transportation Commission and Branson
3 Vacation Radio for the purpose of sharing video from the closed-circuit
4 television traffic monitoring cameras owned and operated by Missouri
5 Department of Transportation and the City of Springfield.
6 _____
7

8 WHEREAS, the City of Springfield and Missouri Highways and Transportation
9 Commission ("MHTC") desire to enter into an agreement to share video from the
10 closed-circuit television ("CCTV") traffic monitoring cameras; and
11

12 WHEREAS, this agreement allows this media agency to access the CCTV traffic
13 monitoring cameras so that they can provide the community with a traffic report.
14

15 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
16 SPRINGFIELD, MISSOURI, as follows, that:
17

18 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
19 enter into an agreement with the MHTC and Branson Vacation Radio in substantial
20 conformity with "Exhibit 1" attached hereto and incorporated herein by reference.
21

22 Section 2 – This Ordinance shall be in full force and effect from and after
23 passage.
24

25 Passed at meeting: _____
26

27 _____
28 Mayor
29

30 Attest: _____, City Clerk
31

32 Filed as Ordinance: _____
33

34 Approved as to form: Kyle Tolbert, Assistant City Attorney
35
36
37 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2022-301

FILED: 12-06-22

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with Missouri Highways and Transportation Commission and Branson Vacation Radio (hereinafter, "Media Company") for the sharing of video from the closed-circuit television ("CCTV") traffic monitoring cameras owned and operated by Missouri Department of Transportation ("MoDOT") utilizing the video distribution system shared with the City of Springfield ("City") at the Transportation Management Center of the Ozarks.

BACKGROUND INFORMATION: This agreement defines the terms under which the City and MoDOT will provide a web-based user account to the Media Company. The user account will allow access to the traffic monitoring video feed through the Transportation Management Center's video distribution software.

The agreement restricts the use of the video feed solely for the purpose of providing travel information to the public and specifically prohibits the Media Company from selling or charging a fee for the video; systematically recording the video for purposes other than traffic reports; misrepresenting the timing and source of the video; misrepresenting the availability of video to others; placing streaming video on websites; and/or showing video of any accident victims or close-ups of emergency response activities. Furthermore, the agreement requires that the OzarksTraffic logo remain visible on all video provided to the Media Company, and that the Media Company verbally acknowledge the source of the video each time it is used on air as "OzarksTraffic cameras."

Supports the following 2022 City Council Core Priorities:

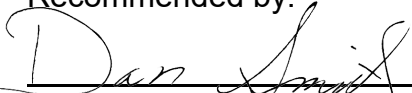
- Quality of Place
- Economic Vitality
- Public Safety

REMARKS: This agreement is an example of the City and MoDOT working together with local media to improve regional traveler information. There is no financial commitment for any of the parties to the agreement. Video access provided to Branson Vacation Radio is non-exclusive, and the City and MoDOT reserve the right to allow access to other media companies through similar agreements. Public Works recommends approval of this Council Bill.

Submitted by:

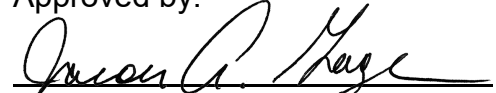

Kirk Juranas, Assistant Director of Public Works

Recommended by:

A handwritten signature in cursive script, appearing to read "Dan Smith", written over a horizontal line.

Dan Smith, Director of Public Works

Approved by:

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

Jason Gage, City Manager

EXHIBIT 1

CCO Form: TR45
Approved: 02/08 (BDG)
Revised: 06/19 (GH)
Modified:

MoDOT District: SW
MoDOT Agreement Administrator: Marc Lewis
eAgreement No.: 2022-11-74445

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND CITY OF SPRINGFIELD, MISSOURI OZARKSTRAFFIC CCTV ACCESS AGREEMENT

THIS AGREEMENT is entered into by the City of Springfield, hereinafter referred to as "City," the Missouri Highways and Transportation Commission, hereinafter referred to as "MHTC," the MHTC and City, hereinafter collectively referred to as "OzarksTraffic," and Branson Vacation Radio, hereinafter referred to as "Company." Collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, MHTC and City have undertaken an Intelligent Transportation Systems (ITS) program called OzarksTraffic which receives CCTV on the respective state and city owned highways from devices installed on the area roadways and other means; and

WHEREAS, the Company has requested access to OzarksTraffic CCTV; and

WHEREAS, OzarksTraffic is willing to accommodate the Company's request for the CCTV pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained in this Agreement, the Parties agree as follows:

(1) DEFINITIONS:

(A) OzarksTraffic shall mean the MHTC and City as engaged in the Traffic Management Center (TMC) of the Ozarks ITS program.

(B) Program Infrastructure shall mean the ITS System and includes the Traffic Management Center (TMC) and Field Elements for the City of Springfield and surrounding areas within the Southwest District.

(C) CCTV shall mean the closed circuit television streaming images from the TMC.

(2) PURPOSE: The Company agrees CCTV is accessed in accordance with this Agreement and shall be used by the Company solely for the purposes of providing travel information to the public. This Agreement only applies to media access to the OzarksTraffic greater Springfield area traffic management system at the TMC located at 1107 West Chestnut Expressway, Springfield, MO 65802. Regardless of the access allowed by OzarksTraffic, the Company may need to acquire permission from other county or local municipality agencies to access the CCTV provided to OzarksTraffic from other county or local municipality agencies.

(3) CCTV TO BE ACCESSED:

(A) OzarksTraffic agrees to allow access to the CCTV from the TMC under the general conditions described in Exhibit 1, which is attached hereto and incorporated herein by reference. OzarksTraffic, without notice, may interrupt or preempt the CCTV at any time. The Company's access to the CCTV system is non-exclusive and OzarksTraffic may allow other media companies or organizations access to the system. In addition, OzarksTraffic cannot guarantee CCTV will always be available. OzarksTraffic shall have control of all camera views available from the TMC and does not guarantee that any particular camera view will be available at any given time.

(B) The Company agrees to immediately terminate the CCTV feed at their end when the live CCTV is showing close-up views of accident victims or of emergency response activities.

(4) DUTIES OF COMPANY: The Company assumes the following responsibilities under this Agreement:

(A) The Company shall be responsible for the purchase and maintenance of its own equipment needed to access the CCTV and TMC.

(B) The Company shall assume full responsibility to safeguard the video from unauthorized use or reproduction, and shall assume full responsibility in the event the video is used for purposes other than for providing travel information to the public. The Company agrees that at any time it becomes aware of unauthorized use, copying, or disclosure of the CCTV, it shall immediately notify OzarksTraffic at 417-864-1160, send written notice to the person listed in (10)(B) of this Agreement, and fully cooperate with OzarksTraffic to protect OzarksTraffic's proprietary rights. The Company shall agree breach or threatened breach of its obligation to protect the CCTV may cause immediate and irreparable harm, entitling the OzarksTraffic to seek injunctive relief or immediate termination of the CCTV. Company's compliance with this paragraph shall not be construed in any way as a waiver of the OzarksTraffic's rights to recover damages or obtain other relief against Company for harm to the OzarksTraffic's CCTV or for breach of contractual rights.

(C) The Company agrees if it, or its employees, contractor, or agent violates any terms of this Agreement, OzarksTraffic will take all necessary steps to remedy the violation including, but not limited to, terminating the Company's access to and use of the CCTV.

(D) The Company shall immediately notify OzarksTraffic if it becomes aware of any use of the CCTV other than in accordance with OzarksTraffic policy. This includes use by the Company, another media company, or any other party.

(E) The Company agrees not to:

- (1) Sell or charge any fees for the use of the CCTV received from OzarksTraffic, except for the purpose of providing entire taped news broadcasts.
- (2) Duplicate or reproduce the CCTV in any manner for any cost or fee, except for the purpose of providing entire taped news broadcasts.

- (3) Systematically record CCTV for purposes other than traffic reports.
- (4) Misrepresent the timing and source of the CCTV.
- (5) Misrepresent the availability of the CCTV to others.
- (6) Place streaming or captured CCTV images on websites.
- (7) Show CCTV of any accident victims or close-ups of emergency response activities.

(F) The Company agrees the rebroadcast of CCTV from OzarksTraffic will be for providing traveler information only. The Company agrees to immediately stop the rebroadcast of taped images from OzarksTraffic upon any written or verbal request from OzarksTraffic. The Company agrees OzarksTraffic has the right to immediately terminate the Company's access to CCTV from OzarksTraffic.

(G) The Company agrees to provide at no charge to OzarksTraffic the items as listed in Exhibit 2 which is attached hereto and incorporated herein by reference.

(H) The Company agrees to always use the OzarksTraffic logo. Each CCTV feed (live or otherwise) used by the Company shall include the OzarksTraffic logo in a manner and style approved by OzarksTraffic. The OzarksTraffic logo should be a graphic, like in size and appearance as those used as "bugs" by major networks and their local affiliates. The Company shall not use any CCTV (either "live" or taped) accessed from the Scout system without the OzarksTraffic logo fully visible in the upper right-hand corner of the CCTV. The Company agrees to use the OzarksTraffic verbal tag line, referenced in Exhibit 3, in all references to the Ozarkstraffic CCTV video images used during "live" or taped broadcasts.

(5) INSTALLATION OF EQUIPMENT AT OZARKSTRAFFIC TMC:

(A) The Company's equipment accessing OzarksTraffic CCTV shall be installed at locations approved by OzarksTraffic.

(B) OzarksTraffic reserves the right to limit the space and to assign space to the various media companies as they see appropriate. The space available to media companies may be limited and, therefore, is available on a "first come, first serve" basis.

(C) OzarksTraffic must approve all equipment to be installed.

(D) All equipment must be compatible with OzarksTraffic. If any equipment is installed by the Company that interferes or disrupts OzarksTraffic or the equipment of other media companies, OzarksTraffic may immediately disconnect and remove the Company's equipment. In addition, if the Company's equipment causes any damage to Program Infrastructure or to the TMC, OzarksTraffic may disconnect and remove the Company's equipment. In the event the Company's equipment causes any damage to Program Infrastructure, the TMC, City or MHTC, the Company shall be responsible for the loss and shall make payment to City or MHTC for the damage and the removal cost.

(E) If OzarksTraffic determines an emergency situation arises in which the Company's equipment should be disconnected, OzarksTraffic may disconnect and remove the

Company's equipment from the TMC.

(F) The Company's equipment shall not display logos or advertising. The Company shall place identification on cables at regular intervals so that the cables may easily be identified.

(G) The Company shall not be allowed to enter into the TMC to maintain the equipment at times other than the regular operating hours of MHTC, SW District.

(6) NO WARRANTY: OzarksTraffic makes no warranties, either expressed or implied, regarding the quality, quantity, or availability of the CCTV accessed under the terms of this Agreement. CCTV may be interrupted, be of poor quality, or otherwise be rendered unavailable. OzarksTraffic shall not be liable for warranties of fitness for any purpose, nor for indirect, special or consequential damages such as loss of profits or inability to use the CCTV.

(7) INDEMNIFICATION: The Company does hereby agree to indemnify, hold harmless against, and defend OzarksTraffic, City and MHTC, including its agents, employees and assigns or assignees, from any claims, costs, expenses, damages, and liabilities arising from or pertaining to the use and/or possession of the CCTV by the Company, its agents, employees, assigns or assignees, contractors, subcontractors or independent contractors.

(8) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Company and OzarksTraffic.

(9) REPRESENTATIVES: OzarksTraffic's Board of Directors are designated as OzarksTraffic's representatives for the purpose of administering the provisions of this Agreement. OzarksTraffic's representatives may designate, by written notice, other persons having the authority to act on behalf of OzarksTraffic in furtherance of the performance of this Agreement.

(10) 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) Branson Vacation Radio
2362 State Hwy 265
Branson, MO 65616
Telephone No.: 417-319-1346
Email Address: vacationradio365@gmail.com
- (B) TMC of the Ozarks
1107 West Chestnut Expressway
Springfield, MO 65802
Telephone No.: 417-864-1160

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.

(11) ASSIGNMENT: The Company shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of OzarksTraffic.

(12) LAWS TO GOVERN: For any action brought against the City, and/or employee(s) of the City, the laws of Missouri will govern and the Agreement shall be construed according to the laws of the State of Missouri. For any action brought against the State of Missouri, MHTC, its commissioners, and any employee(s), counsel, or agent of the MHTC, in either the State of Missouri or any other jurisdiction, the laws of Missouri will govern and the Agreement shall be construed according to the laws of the State of Missouri.

(13) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the OzarksTraffic with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the OzarksTraffic.

(14) SOVEREIGN IMMUNITY: Nothing herein shall be construed as consent by the MHTC sovereign immunity or rights of the Eleventh Amendment of the Constitution of the United States. Nothing herein shall be construed as consent by City to suit in the court of the State of Missouri or a waiver of its sovereign immunity of rights of the Eleventh Amendment of the Constitution of the United States.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the Parties and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OzarksTraffic and the Company.

(16) 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.

(17) DISPUTES: Any disputes that arise under this Agreement shall be decided by OzarksTraffic or its representatives, the Directors.

(18) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(19) 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.

(20) DURATION:

(A) Unless otherwise cancelled, this Agreement shall be in effect for two (2) years from the date of execution of this Agreement. This Agreement may be renewed for two

additional 2-year periods. Unless notice is otherwise given by either party at least 30 days prior to the termination date, the terms of this Agreement shall automatically renew for the applicable additional term (either the first renewal period or the second renewal period). If the Agreement automatically renews, OzarksTraffic may revise Exhibits 1, 2, and 3 to reflect changes in OzarksTraffic policy or technology. If OzarksTraffic revises Exhibits 1, 2, and 3, OzarksTraffic will send copies of the revised exhibits to the Company and the revised exhibits shall be included as part of this Agreement. If the Company is unwilling to abide by the terms of the revised exhibits, this Agreement will automatically terminate.

(B) Upon expiration of this Agreement, the Company shall promptly disconnect and remove all of its CCTV accessing equipment and any other equipment which may be located on OzarksTraffic, City and MHTC property and return OzarksTraffic, City and MHTC property to the condition it was in prior to the placement of Company's equipment on OzarksTraffic, City and MHTC property. If Company fails to remove the equipment, OzarksTraffic may remove the equipment at the Company's cost.

(C) The Company agrees OzarksTraffic reserves the right to terminate the Company's access to OzarksTraffic CCTV if it violates any terms of this Agreement and this Agreement will be immediately terminated.

(21) CHANGE IN LAW: This Agreement is entered into subject to changes in federal law, state law and OzarksTraffic policy.

(22) NO INTEREST: By allowing the Company access to its CCTV, OzarksTraffic is not granting any property interest to or in the OzarksTraffic's CCTV or the OzarksTraffic TMC to the Company. OzarksTraffic, in its sole discretion, may discontinue its CCTV feed at any time and for any reason whatsoever, including for the convenience of OzarksTraffic. OzarksTraffic shall not be obligated to maintain said CCTV feed solely for the benefit of the Company.

(The signature page immediately follows this paragraph.)

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

Executed by the Company on _____ (DATE).

Executed by the City on _____ (DATE).

Executed by the Commission on _____ (DATE).

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By: _____

Title: _____

ATTEST: (Commission seal)

Secretary to the Commission

APPROVED AS TO FORM:

Commission Counsel

BRANSON VACATION RADIO

By: _____

Title: _____

ATTEST: (Consultant seal, if existing)

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

CITY OF SPRINGFIELD

Deputy City Manager

Contract Paralegal

ATTEST:

Approved as to Form:

City Clerk

Assistant City Attorney

Director of Finance

Ordinance No. _____

ACKNOWLEDGMENT BY COMPANY

STATE OF _____)
)
COUNTY OF _____) SS

On this _____ day of _____, 20__, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of _____ and that the foregoing instrument was signed and sealed on behalf of said company by authority of its Board of Directors, and that he/she acknowledged said instrument to be the free act and deed of said company and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

Exhibit 1

General Terms

1. Number of outputs from Program Infrastructure system will be negotiated.
2. Any FCC licensing requirements and or costs to transport to Company's facilities shall be the sole responsibility of the Company.
3. OzarksTraffic shall not be responsible for damage caused to Company's equipment by any acts of nature.
4. OzarksTraffic cannot guarantee uninterrupted access to the CCTV.

Building Installation Requirements

1. No welding on any portion of building will be allowed.
2. No drilling of holes on any structural component of the building will be allowed.
3. All cabling shall be run through a steel conduit.
4. All cables and conduit shall be labeled.
5. All cable plans and paths shall be approved by OzarksTraffic or designated representative.
6. An electrician certified power plan shall be approved by OzarksTraffic or designated representative.
7. Company must use non-RF emitting cable.
8. Company must use existing conduit to access rooftop with cabling.
9. Company must test for interference or conflicts.
10. Equipment racks must be approved by OzarksTraffic or designated representative.
11. Equipment racks shall be located in the designated room in the building.
12. Rooftop equipment shall be confined on the center fin walled area of the building.

Access to Building

1. All work to be done in and around the building shall be approved and supervised by the designated OzarksTraffic contact person.
2. All work shall be completed during normal working hours or as approved by the designated OzarksTraffic contact person.
3. All work to be done on and around the roof shall be restricted to the pathway designated by OzarksTraffic. The designated pathway is for maintenance and preservation of the roof's structural integrity.

Cost

1. Any damage or additional cost to OzarksTraffic, City and MHTC equipment and/or facilities resulting from the Company shall be reimbursed at no cost to and to the satisfaction of OzarksTraffic, City and MHTC within 30 days.
2. Company will be responsible for any costs that might incur as a result of upgrades, maintenance, or modifications by OzarksTraffic to the system and equipment.

Exhibit 2

As a partner in this program, Company agrees to provide the following service for OzarksTraffic at no charge:

1. Company will use verbal tag line provided by OzarksTraffic, MHTC and City each time OzarksTraffic CCTV is broadcast. See Exhibit 3 for specific tag lines. OzarksTraffic, MHTC and City will provide a brand logo as part of the CCTV feed. The logo will appear in a prominent position of the OzarksTraffic feed. The logo cannot be altered, masked or covered in any way. This agreement does not obligate the Company to broadcast the CCTV and does not prohibit other sponsorship logos to be displayed during the traffic reports.
2. Company will broadcast three (3), thirty (:30) second Public Service Announcements (PSAs) per week for a total of six months. OzarksTraffic will provide Company a copy of the pre-recorded announcements for broadcast. Company shall broadcast all PSAs during the hours of 5:30am to 10:30 pm. Monday through Friday. Proof of performance of all PSAs will be required at the end of each month. Company shall provide OzarksTraffic with one copy of an air-check in DVD Format quarterly and grant OzarksTraffic copyright for re-broadcast. Company will broadcast one (1), ten (10) second PSA during each of its weekday morning newscasts for a period of six months. OzarksTraffic will provide Company a copy of the pre-recorded announcement, featuring the OzarksTraffic logo and web site address, for broadcast. Company may partner with OzarksTraffic in being a sponsor in the message upon mutual agreement.
3. Company agrees to provide technical assistance from Company's engineering staff for addressing OzarksTraffic technical issues regarding Company's connectivity to the OzarksTraffic system.
4. Company shall provide a hypertext link using the OzarksTraffic logo on Company web site, if applicable, to the OzarksTraffic homepage.
5. Company shall provide a written annual report to OzarksTraffic for each of its broadcast stations utilizing OzarksTraffic images. The report should include a description of population reach and other demographic information relevant to traffic reports, sponsorships, and traffic reports for OzarksTraffic monitoring of traveler information services.
6. If Company broadcasts radio traffic reports, Company will use verbal tag line provided by OzarksTraffic each time OzarksTraffic is used to gain broadcast information. In addition, Company shall broadcast ten (10), thirty (30) second Public Service Announcements (PSAs) per radio station, per month, to run Best Time Available for six months. Content will be determined by OzarksTraffic or its designated agent. In addition, Company shall provide one (1) OzarksTraffic traffic report sponsorship per day per radio station for six months. Proof of performance of all PSAs and sponsorships will be required at the end of each month.

Exhibit 3

1. Company will use verbal tag lines provided by OzarksTraffic, each time an OzarksTraffic CCTV image is broadcast for the duration of the contract. The Company and its spokespersons shall **not** take ownership of OzarksTraffic CCTVs referring to them as “our” OzarksTraffic cameras. It must be clearly stated the CCTV feeds are provided by OzarksTraffic, MHTC and City in one of the following ways:

- a. OzarksTraffic cameras brought to you by MoDOT and City of Springfield or
- b. OzarksTraffic cameras courtesy of MoDOT and City of Springfield or
- c. OzarksTraffic cameras

One-rdg. _____
P. Hmgs. _____
Pgs. 15
Filed: 12-06-22

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 302

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the
2 Missouri Highways and Transportation Commission and Gray Media
3 Group, Inc., dba KYTV, for the purpose of sharing video from the
4 closed-circuit television traffic monitoring cameras owned and operated
5 by Missouri Department of Transportation and the City of Springfield.
6 _____
7

8 WHEREAS, the City of Springfield and Missouri Highways and Transportation
9 Commission ("MHTC") desire to enter into an agreement to share video from the
10 closed-circuit television ("CCTV") traffic monitoring cameras; and
11

12 WHEREAS, this agreement allows this media agency to access the CCTV traffic
13 monitoring cameras so that they can provide the community with a traffic report.
14

15 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
16 SPRINGFIELD, MISSOURI, as follows, that:
17

18 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
19 enter into an agreement with the MHTC and Gray Media Group, Inc., dba KYTV, in
20 substantial conformity with "Exhibit 1" attached hereto and incorporated herein by
21 reference.
22

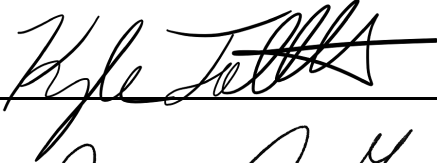
23 Section 2 – This Ordinance shall be in full force and effect from and after
24 passage.
25

26 Passed at meeting: _____
27

28 _____
29 Mayor
30

31 Attest: _____, City Clerk
32

33 Filed as Ordinance: _____

34 Approved as to form: , Assistant City Attorney
35
36
37 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2022- 302

FILED: 12-06-22

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with Missouri Highways and Transportation Commission and Gray Media Group, Inc., dba KYTV, (hereinafter, "Media Company") for the sharing of video from the closed-circuit television ("CCTV") traffic monitoring cameras owned and operated by Missouri Department of Transportation ("MoDOT") and the City of Springfield ("City") throughout the regional roadway network.

BACKGROUND INFORMATION: This agreement defines the terms under which the City and MoDOT will provide a web-based user account to the Media Company. The user account will allow access to the traffic monitoring video feed through the Transportation Management Center's video distribution software.

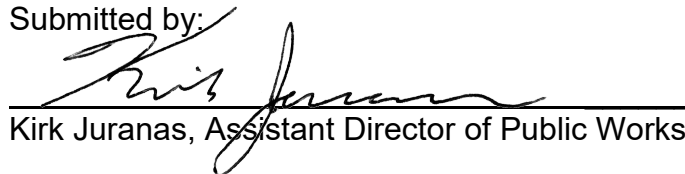
The agreement restricts the use of the video feed solely for the purpose of providing travel information to the public and specifically prohibits the Media Company from selling or charging a fee for the video; systematically recording the video for purposes other than traffic reports; misrepresenting the timing and source of the video; misrepresenting the availability of video to others; placing streaming video on websites; and/or showing video of any accident victims or close-ups of emergency response activities. Furthermore, the agreement requires that the OzarksTraffic logo remain visible on all video provided to the Media Company, and that the Media Company verbally acknowledge the source of the video each time it is used on air as "OzarksTraffic cameras" or as "OzarksTraffic cameras brought to you by (or courtesy of) MoDOT and City of Springfield".

Supports the following 2022 City Council Core Priorities:

- Quality of Place
- Economic Vitality
- Public Safety

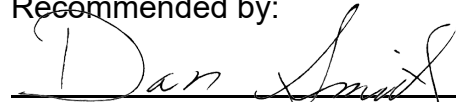
REMARKS: This agreement is an example of the City and MoDOT working together with local media to improve regional traveler information. There is no financial commitment for any of the parties to the agreement. Video access provided to Gray Media Group Inc. is non-exclusive, and the City and MoDOT reserve the right to allow access to other media companies through similar agreements. Public Works recommends approval of this Council Bill.

Submitted by:



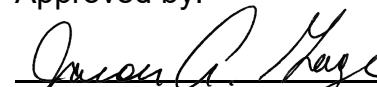
Kirk Juranas, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

EXHIBIT 1

CCO Form: TR45
Approved: 02/08 (BDG)
Revised: 06/19 (GH)
Modified:

MoDOT District: SW
MoDOT Agreement Administrator: Marc Lewis
eAgreement No.: 2022-11-74372

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND CITY OF SPRINGFIELD, MISSOURI OZARKSTRAFFIC CCTV ACCESS AGREEMENT

THIS AGREEMENT is entered into by the City of Springfield, hereinafter referred to as "City," the Missouri Highways and Transportation Commission, hereinafter referred to as "MHTC," the MHTC and City, hereinafter collectively referred to as "OzarksTraffic," and Gray Media Group, Inc. dba KYTV, hereinafter referred to as "Company." Collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, MHTC and City have undertaken an Intelligent Transportation Systems (ITS) program called OzarksTraffic which receives CCTV on the respective state and city owned highways from devices installed on the area roadways and other means; and

WHEREAS, the Company has requested access to OzarksTraffic CCTV; and

WHEREAS, OzarksTraffic is willing to accommodate the Company's request for the CCTV pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained in this Agreement, the Parties agree as follows:

(1) DEFINITIONS:

(A) OzarksTraffic shall mean the MHTC and City as engaged in the Traffic Management Center (TMC) of the Ozarks ITS program.

(B) Program Infrastructure shall mean the ITS System and includes the Traffic Management Center (TMC) and Field Elements for the City of Springfield and surrounding areas within the Southwest District.

(C) CCTV shall mean the closed circuit television streaming images from the TMC.

(2) PURPOSE: The Company agrees CCTV is accessed in accordance with this Agreement and shall be used by the Company solely for the purposes of providing travel information to the public. This Agreement only applies to media access to the OzarksTraffic greater Springfield area traffic management system at the TMC located at 1107 West Chestnut Expressway, Springfield, MO 65802. Regardless of the access allowed by OzarksTraffic, the Company may need to acquire permission from other county or local municipality agencies to access the CCTV provided to OzarksTraffic from other county or local municipality agencies.

(3) CCTV TO BE ACCESSED:

(A) OzarksTraffic agrees to allow access to the CCTV from the TMC under the general conditions described in Exhibit 1, which is attached hereto and incorporated herein by reference. OzarksTraffic, without notice, may interrupt or preempt the CCTV at any time. The Company's access to the CCTV system is non-exclusive and OzarksTraffic may allow other media companies or organizations access to the system. In addition, OzarksTraffic cannot guarantee CCTV will always be available. OzarksTraffic shall have control of all camera views available from the TMC and does not guarantee that any particular camera view will be available at any given time.

(B) The Company agrees to immediately terminate the CCTV feed at their end when the live CCTV is showing close-up views of accident victims or of emergency response activities.

(4) DUTIES OF COMPANY: The Company assumes the following responsibilities under this Agreement:

(A) The Company shall be responsible for the purchase and maintenance of its own equipment needed to access the CCTV and TMC.

(B) The Company shall assume full responsibility to safeguard the video from unauthorized use or reproduction, and shall assume full responsibility in the event the video is used for purposes other than for providing travel information to the public. The Company agrees that at any time it becomes aware of unauthorized use, copying, or disclosure of the CCTV, it shall immediately notify OzarksTraffic at 417-864-1160, send written notice to the person listed in (10)(B) of this Agreement, and fully cooperate with OzarksTraffic to protect OzarksTraffic's proprietary rights. The Company shall agree breach or threatened breach of its obligation to protect the CCTV may cause immediate and irreparable harm, entitling the OzarksTraffic to seek injunctive relief or immediate termination of the CCTV. Company's compliance with this paragraph shall not be construed in any way as a waiver of the OzarksTraffic's rights to recover damages or obtain other relief against Company for harm to the OzarksTraffic's CCTV or for breach of contractual rights.

(C) The Company agrees if it, or its employees, contractor, or agent violates any terms of this Agreement, OzarksTraffic will take all necessary steps to remedy the violation including, but not limited to, terminating the Company's access to and use of the CCTV.

(D) The Company shall immediately notify OzarksTraffic if it becomes aware of any use of the CCTV other than in accordance with OzarksTraffic policy. This includes use by the Company, another media company, or any other party.

(E) The Company agrees not to:

- (1) Sell or charge any fees for the use of the CCTV received from OzarksTraffic, except for the purpose of providing entire taped news broadcasts.
- (2) Duplicate or reproduce the CCTV in any manner for any cost or fee,

- except for the purpose of providing entire taped news broadcasts.
- (3) Systematically record CCTV for purposes other than traffic reports.
 - (4) Misrepresent the timing and source of the CCTV.
 - (5) Misrepresent the availability of the CCTV to others.
 - (6) Place streaming or captured CCTV images on websites.
 - (7) Show CCTV of any accident victims or close-ups of emergency response activities.

(F) The Company agrees the rebroadcast of CCTV from OzarksTraffic will be for providing traveler information only. The Company agrees to immediately stop the rebroadcast of taped images from OzarksTraffic upon any written or verbal request from OzarksTraffic. The Company agrees OzarksTraffic has the right to immediately terminate the Company's access to CCTV from OzarksTraffic.

(G) The Company agrees to provide at no charge to OzarksTraffic the items as listed in Exhibit 2 which is attached hereto and incorporated herein by reference.

(H) The Company agrees to always use the OzarksTraffic logo. Each CCTV feed (live or otherwise) used by the Company shall include the OzarksTraffic logo in a manner and style approved by OzarksTraffic. The OzarksTraffic logo should be a graphic, like in size and appearance as those used as "bugs" by major networks and their local affiliates. The Company shall not use any CCTV (either "live" or taped) accessed from the Scout system without the OzarksTraffic logo fully visible in the upper right-hand corner of the CCTV. The Company agrees to use the OzarksTraffic verbal tag line, referenced in Exhibit 3, in all references to the Ozarkstraffic CCTV video images used during "live" or taped broadcasts.

(5) INSTALLATION OF EQUIPMENT AT OZARKSTRAFFIC TMC:

(A) The Company's equipment accessing OzarksTraffic CCTV shall be installed at locations approved by OzarksTraffic.

(B) OzarksTraffic reserves the right to limit the space and to assign space to the various media companies as they see appropriate. The space available to media companies may be limited and, therefore, is available on a "first come, first serve" basis.

(C) OzarksTraffic must approve all equipment to be installed.

(D) All equipment must be compatible with OzarksTraffic. If any equipment is installed by the Company that interferes or disrupts OzarksTraffic or the equipment of other media companies, OzarksTraffic may immediately disconnect and remove the Company's equipment. In addition, if the Company's equipment causes any damage to Program Infrastructure or to the TMC, OzarksTraffic may disconnect and remove the Company's equipment. In the event the Company's equipment causes any damage to Program Infrastructure, the TMC, City or MHTC, the Company shall be responsible for the loss and shall make payment to City or MHTC for the damage and the removal cost.

(E) If OzarksTraffic determines an emergency situation arises in which the

Company's equipment should be disconnected, OzarksTraffic may disconnect and remove the Company's equipment from the TMC.

(F) The Company's equipment shall not display logos or advertising. The Company shall place identification on cables at regular intervals so that the cables may easily be identified.

(G) The Company shall not be allowed to enter into the TMC to maintain the equipment at times other than the regular operating hours of MHTC, SW District.

(6) NO WARRANTY: OzarksTraffic makes no warranties, either expressed or implied, regarding the quality, quantity, or availability of the CCTV accessed under the terms of this Agreement. CCTV may be interrupted, be of poor quality, or otherwise be rendered unavailable. OzarksTraffic shall not be liable for warranties of fitness for any purpose, nor for indirect, special or consequential damages such as loss of profits or inability to use the CCTV.

(7) INDEMNIFICATION: The Company does hereby agree to indemnify, hold harmless against, and defend OzarksTraffic, City and MHTC, including its agents, employees and assigns or assignees, from any claims, costs, expenses, damages, and liabilities arising from or pertaining to the use and/or possession of the CCTV by the Company, its agents, employees, assigns or assignees, contractors, subcontractors or independent contractors.

(8) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Company and OzarksTraffic.

(9) REPRESENTATIVES: OzarksTraffic's Board of Directors are designated as OzarksTraffic's representatives for the purpose of administering the provisions of this Agreement. OzarksTraffic's representatives may designate, by written notice, other persons having the authority to act on behalf of OzarksTraffic in furtherance of the performance of this Agreement.

(10) 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) Gray Media Group, Inc. dba as KYTV
Brian McDonough, General Manager
999 West Sunshine
Springfield, MO 65807
Telephone No.: 417-268-3010
Email Address: bmcdonough@ky3.com

(B) TMC of the Ozarks
1107 West Chestnut Expressway
Springfield, MO 65802
Telephone No.: 417-864-1160

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.

(11) ASSIGNMENT: The Company shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of OzarksTraffic.

(12) LAWS TO GOVERN: For any action brought against the City, and/or employee(s) of the City, the laws of Missouri will govern and the Agreement shall be construed according to the laws of the State of Missouri. For any action brought against the State of Missouri, MHTC, its commissioners, and any employee(s), counsel, or agent of the MHTC, in either the State of Missouri or any other jurisdiction, the laws of Missouri will govern and the Agreement shall be construed according to the laws of the State of Missouri.

(13) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the OzarksTraffic with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the OzarksTraffic.

(14) SOVEREIGN IMMUNITY: Nothing herein shall be construed as consent by the MHTC sovereign immunity or rights of the Eleventh Amendment of the Constitution of the United States. Nothing herein shall be construed as consent by City to suit in the court of the State of Missouri or a waiver of its sovereign immunity of rights of the Eleventh Amendment of the Constitution of the United States.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the Parties and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OzarksTraffic and the Company.

(16) 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.

(17) DISPUTES: Any disputes that arise under this Agreement shall be decided by OzarksTraffic or its representatives, the Directors.

(18) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(19) 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.

(20) DURATION:

(A) Unless otherwise cancelled, this Agreement shall be in effect for two (2) years from the date of execution of this Agreement. This Agreement may be renewed for two additional 2-year periods. Unless notice is otherwise given by either party at least 30 days prior to the termination date, the terms of this Agreement shall automatically renew for the applicable additional term (either the first renewal period or the second renewal period). If the Agreement automatically renews, OzarksTraffic may revise Exhibits 1, 2, and 3 to reflect changes in OzarksTraffic policy or technology. If OzarksTraffic revises Exhibits 1, 2, and 3, OzarksTraffic will send copies of the revised exhibits to the Company and the revised exhibits shall be included as part of this Agreement. If the Company is unwilling to abide by the terms of the revised exhibits, this Agreement will automatically terminate.

(B) Upon expiration of this Agreement, the Company shall promptly disconnect and remove all of its CCTV accessing equipment and any other equipment which may be located on OzarksTraffic, City and MHTC property and return OzarksTraffic, City and MHTC property to the condition it was in prior to the placement of Company's equipment on OzarksTraffic, City and MHTC property. If Company fails to remove the equipment, OzarksTraffic may remove the equipment at the Company's cost.

(C) The Company agrees OzarksTraffic reserves the right to terminate the Company's access to OzarksTraffic CCTV if it violates any terms of this Agreement and this Agreement will be immediately terminated.

(21) CHANGE IN LAW: This Agreement is entered into subject to changes in federal law, state law and OzarksTraffic policy.

(22) NO INTEREST: By allowing the Company access to its CCTV, OzarksTraffic is not granting any property interest to or in the OzarksTraffic's CCTV or the OzarksTraffic TMC to the Company. OzarksTraffic, in its sole discretion, may discontinue its CCTV feed at any time and for any reason whatsoever, including for the convenience of OzarksTraffic. OzarksTraffic shall not be obligated to maintain said CCTV feed solely for the benefit of the Company.

(The signature page immediately follows this paragraph.)

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

Executed by the Company on _____ (DATE).

Executed by the City on _____ (DATE).

Executed by the Commission on _____ (DATE).

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By: _____

Title: _____

ATTEST: (Commission seal)

Secretary to the Commission

APPROVED AS TO FORM:

Commission Counsel

GRAY MEDIA GROUP, INC. dba KYTV

By: _____

Title: _____

ATTEST: (Consultant seal, if existing)

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

CITY OF SPRINGFIELD

Deputy City Manager

Contract Paralegal

ATTEST:

Approved as to Form:

City Clerk

Assistant City Attorney

Director of Finance

Ordinance No. _____

ACKNOWLEDGMENT BY COMPANY

STATE OF _____)
)
COUNTY OF _____) SS

On this _____ day of _____, 20__, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of _____ and that the foregoing instrument was signed and sealed on behalf of said company by authority of its Board of Directors, and that he/she acknowledged said instrument to be the free act and deed of said company and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

Exhibit 1

General Terms

1. Number of outputs from Program Infrastructure system will be negotiated.
2. Any FCC licensing requirements and or costs to transport to Company's facilities shall be the sole responsibility of the Company.
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4. OzarksTraffic cannot guarantee uninterrupted access to the CCTV.

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1. No welding on any portion of building will be allowed.
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1. All work to be done in and around the building shall be approved and supervised by the designated OzarksTraffic contact person.
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- a. OzarksTraffic cameras brought to you by MoDOT and City of Springfield or
- b. OzarksTraffic cameras courtesy of MoDOT and City of Springfield or
- c. OzarksTraffic cameras

One-rdg. _____
P. Hmgs. _____
Pgs. 15
Filed: 12-06-22

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022- 303

SPECIAL ORDINANCE _____

AN ORDINANCE

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5 operated by Missouri Department of Transportation and the City of
6 Springfield.
7 _____
8

9 WHEREAS, the City of Springfield and Missouri Highways and Transportation
10 Commission ("MHTC") desire to enter into an agreement to share video from the
11 closed-circuit television ("CCTV") traffic monitoring cameras; and
12

13 WHEREAS, this agreement allows this media agency to access the CCTV traffic
14 monitoring cameras so that they can provide the community with a traffic report.
15

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

19 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
20 enter into an agreement with the MHTC and NEXSTAR Media Group, Inc., dba KOZL,
21 in substantial conformity with "Exhibit 1" attached hereto and incorporated herein by
22 reference.
23

24 Section 2 – This Ordinance shall be in full force and effect from and after
25 passage.
26

27 Passed at meeting: _____
28

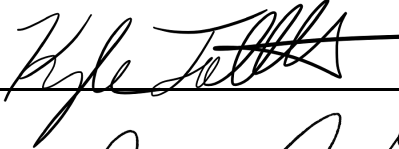
29 _____
30 Mayor
31

32 Attest: _____, City Clerk
33

34 Filed as Ordinance: _____

35

36

37 Approved as to form: , Assistant City Attorney

38

39

40 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2022- 303

FILED: 12-06-22

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with Missouri Highways and Transportation Commission and NEXSTAR Media Group, Inc., dba KOZL, (hereinafter, "Media Company") for the sharing of video from the closed-circuit television ("CCTV") traffic monitoring cameras owned and operated by Missouri Department of Transportation ("MoDOT") and the City of Springfield throughout the regional roadway network.

BACKGROUND INFORMATION: This agreement defines the terms under which the City and MoDOT will provide a web-based user account to the Media Company. The user account will allow access to the traffic monitoring video feed through the Transportation Management Center's video distribution software.

The agreement restricts the use of the video feed solely for the purpose of providing travel information to the public and specifically prohibits the Media Company from selling or charging a fee for the video; systematically recording the video for purposes other than traffic reports; misrepresenting the timing and source of the video; misrepresenting the availability of video to others; placing streaming video on websites; and/or showing video of any accident victims or close-ups of emergency response activities. Furthermore, the agreement requires that the OzarksTraffic logo remain visible on all video provided to the Media Company, and that the Media Company verbally acknowledge the source of the video each time it is used on air as "OzarksTraffic cameras" or as "OzarksTraffic cameras brought to you by (or courtesy of) MoDOT and City of Springfield."

Supports the following 2022 City Council Core Priorities:

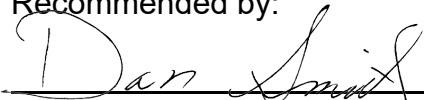
- Quality of Place
- Economic Vitality
- Public Safety

REMARKS: This agreement is an example of the City and MoDOT working together with local media to improve regional traveler information. There is no financial commitment for any of the parties to the agreement. Video access provided to NEXSTAR Media Group, Inc. is non-exclusive, and the City and MoDOT reserve the right to allow access to other media companies through similar agreements. Public Works recommends approval of this Council Bill.

Submitted by:

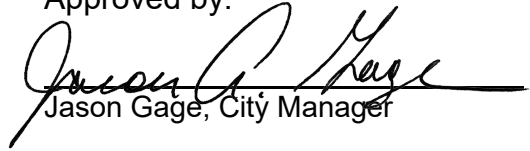

Kirk Juranas, Assistant Director of Public Works

Recommended by:

A handwritten signature in cursive script, appearing to read "Dan Smith", written over a horizontal line.

Dan Smith, Director of Public Works

Approved by:

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

Jason Gage, City Manager

EXHIBIT 1

CCO Form: TR45
Approved: 02/08 (BDG)
Revised: 06/19 (GH)
Modified:

MoDOT District: SW
MoDOT Agreement Administrator: Marc Lewis
eAgreement No.: 2022-11-74443

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND CITY OF SPRINGFIELD, MISSOURI OZARKSTRAFFIC CCTV ACCESS AGREEMENT

THIS AGREEMENT is entered into by the City of Springfield, hereinafter referred to as "City," the Missouri Highways and Transportation Commission, hereinafter referred to as "MHTC," the MHTC and City, hereinafter collectively referred to as "OzarksTraffic," and NEXSTAR Media Group, Inc. dba KOZL, hereinafter referred to as "Company." Collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, MHTC and City have undertaken an Intelligent Transportation Systems (ITS) program called OzarksTraffic which receives CCTV on the respective state and city owned highways from devices installed on the area roadways and other means; and

WHEREAS, the Company has requested access to OzarksTraffic CCTV; and

WHEREAS, OzarksTraffic is willing to accommodate the Company's request for the CCTV pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained in this Agreement, the Parties agree as follows:

(1) DEFINITIONS:

(A) OzarksTraffic shall mean the MHTC and City as engaged in the Traffic Management Center (TMC) of the Ozarks ITS program.

(B) Program Infrastructure shall mean the ITS System and includes the Traffic Management Center (TMC) and Field Elements for the City of Springfield and surrounding areas within the Southwest District.

(C) CCTV shall mean the closed circuit television streaming images from the TMC.

(2) PURPOSE: The Company agrees CCTV is accessed in accordance with this Agreement and shall be used by the Company solely for the purposes of providing travel information to the public. This Agreement only applies to media access to the OzarksTraffic greater Springfield area traffic management system at the TMC located at 1107 West Chestnut Expressway, Springfield, MO 65802. Regardless of the access allowed by OzarksTraffic, the Company may need to acquire permission from other county or local municipality agencies to access the CCTV provided to OzarksTraffic from other county or local municipality agencies.

(3) CCTV TO BE ACCESSED:

(A) OzarksTraffic agrees to allow access to the CCTV from the TMC under the general conditions described in Exhibit 1, which is attached hereto and incorporated herein by reference. OzarksTraffic, without notice, may interrupt or preempt the CCTV at any time. The Company's access to the CCTV system is non-exclusive and OzarksTraffic may allow other media companies or organizations access to the system. In addition, OzarksTraffic cannot guarantee CCTV will always be available. OzarksTraffic shall have control of all camera views available from the TMC and does not guarantee that any particular camera view will be available at any given time.

(B) The Company agrees to immediately terminate the CCTV feed at their end when the live CCTV is showing close-up views of accident victims or of emergency response activities.

(4) DUTIES OF COMPANY: The Company assumes the following responsibilities under this Agreement:

(A) The Company shall be responsible for the purchase and maintenance of its own equipment needed to access the CCTV and TMC.

(B) The Company shall assume full responsibility to safeguard the video from unauthorized use or reproduction, and shall assume full responsibility in the event the video is used for purposes other than for providing travel information to the public. The Company agrees that at any time it becomes aware of unauthorized use, copying, or disclosure of the CCTV, it shall immediately notify OzarksTraffic at 417-864-1160, send written notice to the person listed in (10)(B) of this Agreement, and fully cooperate with OzarksTraffic to protect OzarksTraffic's proprietary rights. The Company shall agree breach or threatened breach of its obligation to protect the CCTV may cause immediate and irreparable harm, entitling the OzarksTraffic to seek injunctive relief or immediate termination of the CCTV. Company's compliance with this paragraph shall not be construed in any way as a waiver of the OzarksTraffic's rights to recover damages or obtain other relief against Company for harm to the OzarksTraffic's CCTV or for breach of contractual rights.

(C) The Company agrees if it, or its employees, contractor, or agent violates any terms of this Agreement, OzarksTraffic will take all necessary steps to remedy the violation including, but not limited to, terminating the Company's access to and use of the CCTV.

(D) The Company shall immediately notify OzarksTraffic if it becomes aware of any use of the CCTV other than in accordance with OzarksTraffic policy. This includes use by the Company, another media company, or any other party.

(E) The Company agrees not to:

- (1) Sell or charge any fees for the use of the CCTV received from OzarksTraffic, except for the purpose of providing entire taped news broadcasts.
- (2) Duplicate or reproduce the CCTV in any manner for any cost or fee,

- except for the purpose of providing entire taped news broadcasts.
- (3) Systematically record CCTV for purposes other than traffic reports.
 - (4) Misrepresent the timing and source of the CCTV.
 - (5) Misrepresent the availability of the CCTV to others.
 - (6) Place streaming or captured CCTV images on websites.
 - (7) Show CCTV of any accident victims or close-ups of emergency response activities.

(F) The Company agrees the rebroadcast of CCTV from OzarksTraffic will be for providing traveler information only. The Company agrees to immediately stop the rebroadcast of taped images from OzarksTraffic upon any written or verbal request from OzarksTraffic. The Company agrees OzarksTraffic has the right to immediately terminate the Company's access to CCTV from OzarksTraffic.

(G) The Company agrees to provide at no charge to OzarksTraffic the items as listed in Exhibit 2 which is attached hereto and incorporated herein by reference.

(H) The Company agrees to always use the OzarksTraffic logo. Each CCTV feed (live or otherwise) used by the Company shall include the OzarksTraffic logo in a manner and style approved by OzarksTraffic. The OzarksTraffic logo should be a graphic, like in size and appearance as those used as "bugs" by major networks and their local affiliates. The Company shall not use any CCTV (either "live" or taped) accessed from the Scout system without the OzarksTraffic logo fully visible in the upper right-hand corner of the CCTV. The Company agrees to use the OzarksTraffic verbal tag line, referenced in Exhibit 3, in all references to the Ozarkstraffic CCTV video images used during "live" or taped broadcasts.

(5) INSTALLATION OF EQUIPMENT AT OZARKSTRAFFIC TMC:

(A) The Company's equipment accessing OzarksTraffic CCTV shall be installed at locations approved by OzarksTraffic.

(B) OzarksTraffic reserves the right to limit the space and to assign space to the various media companies as they see appropriate. The space available to media companies may be limited and, therefore, is available on a "first come, first serve" basis.

(C) OzarksTraffic must approve all equipment to be installed.

(D) All equipment must be compatible with OzarksTraffic. If any equipment is installed by the Company that interferes or disrupts OzarksTraffic or the equipment of other media companies, OzarksTraffic may immediately disconnect and remove the Company's equipment. In addition, if the Company's equipment causes any damage to Program Infrastructure or to the TMC, OzarksTraffic may disconnect and remove the Company's equipment. In the event the Company's equipment causes any damage to Program Infrastructure, the TMC, City or MHTC, the Company shall be responsible for the loss and shall make payment to City or MHTC for the damage and the removal cost.

(E) If OzarksTraffic determines an emergency situation arises in which the

Company's equipment should be disconnected, OzarksTraffic may disconnect and remove the Company's equipment from the TMC.

(F) The Company's equipment shall not display logos or advertising. The Company shall place identification on cables at regular intervals so that the cables may easily be identified.

(G) The Company shall not be allowed to enter into the TMC to maintain the equipment at times other than the regular operating hours of MHTC, SW District.

(6) NO WARRANTY: OzarksTraffic makes no warranties, either expressed or implied, regarding the quality, quantity, or availability of the CCTV accessed under the terms of this Agreement. CCTV may be interrupted, be of poor quality, or otherwise be rendered unavailable. OzarksTraffic shall not be liable for warranties of fitness for any purpose, nor for indirect, special or consequential damages such as loss of profits or inability to use the CCTV.

(7) INDEMNIFICATION: The Company does hereby agree to indemnify, hold harmless against, and defend OzarksTraffic, City and MHTC, including its agents, employees and assigns or assignees, from any claims, costs, expenses, damages, and liabilities arising from or pertaining to the use and/or possession of the CCTV by the Company, its agents, employees, assigns or assignees, contractors, subcontractors or independent contractors.

(8) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Company and OzarksTraffic.

(9) REPRESENTATIVES: OzarksTraffic's Board of Directors are designated as OzarksTraffic's representatives for the purpose of administering the provisions of this Agreement. OzarksTraffic's representatives may designate, by written notice, other persons having the authority to act on behalf of OzarksTraffic in furtherance of the performance of this Agreement.

(10) 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) NEXSTAR Media Group, Inc. dba as KOZL
2650 E. Division
Springfield, MO 65803
Telephone No.: 417-862-2727
Email Address: lhenning@nexstar.tv

(B) TMC of the Ozarks
1107 West Chestnut Expressway
Springfield, MO 65802
Telephone No.: 417-864-1160

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.

(11) ASSIGNMENT: The Company shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of OzarksTraffic.

(12) LAWS TO GOVERN: For any action brought against the City, and/or employee(s) of the City, the laws of Missouri will govern and the Agreement shall be construed according to the laws of the State of Missouri. For any action brought against the State of Missouri, MHTC, its commissioners, and any employee(s), counsel, or agent of the MHTC, in either the State of Missouri or any other jurisdiction, the laws of Missouri will govern and the Agreement shall be construed according to the laws of the State of Missouri.

(13) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the OzarksTraffic with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the OzarksTraffic.

(14) SOVEREIGN IMMUNITY: Nothing herein shall be construed as consent by the MHTC sovereign immunity or rights of the Eleventh Amendment of the Constitution of the United States. Nothing herein shall be construed as consent by City to suit in the court of the State of Missouri or a waiver of its sovereign immunity of rights of the Eleventh Amendment of the Constitution of the United States.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the Parties and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OzarksTraffic and the Company.

(16) 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.

(17) DISPUTES: Any disputes that arise under this Agreement shall be decided by OzarksTraffic or its representatives, the Directors.

(18) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(19) 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.

(20) DURATION:

(A) Unless otherwise cancelled, this Agreement shall be in effect for two (2)

years from the date of execution of this Agreement. This Agreement may be renewed for two additional 2-year periods. Unless notice is otherwise given by either party at least 30 days prior to the termination date, the terms of this Agreement shall automatically renew for the applicable additional term (either the first renewal period or the second renewal period). If the Agreement automatically renews, OzarksTraffic may revise Exhibits 1, 2, and 3 to reflect changes in OzarksTraffic policy or technology. If OzarksTraffic revises Exhibits 1, 2, and 3, OzarksTraffic will send copies of the revised exhibits to the Company and the revised exhibits shall be included as part of this Agreement. If the Company is unwilling to abide by the terms of the revised exhibits, this Agreement will automatically terminate.

(B) Upon expiration of this Agreement, the Company shall promptly disconnect and remove all of its CCTV accessing equipment and any other equipment which may be located on OzarksTraffic, City and MHTC property and return OzarksTraffic, City and MHTC property to the condition it was in prior to the placement of Company's equipment on OzarksTraffic, City and MHTC property. If Company fails to remove the equipment, OzarksTraffic may remove the equipment at the Company's cost.

(C) The Company agrees OzarksTraffic reserves the right to terminate the Company's access to OzarksTraffic CCTV if it violates any terms of this Agreement and this Agreement will be immediately terminated.

(21) CHANGE IN LAW: This Agreement is entered into subject to changes in federal law, state law and OzarksTraffic policy.

(22) NO INTEREST: By allowing the Company access to its CCTV, OzarksTraffic is not granting any property interest to or in the OzarksTraffic's CCTV or the OzarksTraffic TMC to the Company. OzarksTraffic, in its sole discretion, may discontinue its CCTV feed at any time and for any reason whatsoever, including for the convenience of OzarksTraffic. OzarksTraffic shall not be obligated to maintain said CCTV feed solely for the benefit of the Company.

(The signature page immediately follows this paragraph.)

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

Executed by the Company on _____ (DATE).

Executed by the City on _____ (DATE).

Executed by the Commission on _____ (DATE).

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By: _____

Title: _____

ATTEST: (Commission seal)

Secretary to the Commission

APPROVED AS TO FORM:

Commission Counsel

NEXSTAR MEDIA GROUP, INC. dba KOZL

By: _____

Title: _____

ATTEST: (Consultant seal, if existing)

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

CITY OF SPRINGFIELD

Deputy City Manager

ATTEST:

City Clerk

Director of Finance

Contract Paralegal

Approved as to Form:

Assistant City Attorney

Ordinance No. _____

ACKNOWLEDGMENT BY COMPANY

STATE OF _____)
)
COUNTY OF _____) SS

On this _____ day of _____, 20__, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of _____ and that the foregoing instrument was signed and sealed on behalf of said company by authority of its Board of Directors, and that he/she acknowledged said instrument to be the free act and deed of said company and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

Exhibit 1

General Terms

1. Number of outputs from Program Infrastructure system will be negotiated.
2. Any FCC licensing requirements and or costs to transport to Company's facilities shall be the sole responsibility of the Company.
3. OzarksTraffic shall not be responsible for damage caused to Company's equipment by any acts of nature.
4. OzarksTraffic cannot guarantee uninterrupted access to the CCTV.

Building Installation Requirements

1. No welding on any portion of building will be allowed.
2. No drilling of holes on any structural component of the building will be allowed.
3. All cabling shall be run through a steel conduit.
4. All cables and conduit shall be labeled.
5. All cable plans and paths shall be approved by OzarksTraffic or designated representative.
6. An electrician certified power plan shall be approved by OzarksTraffic or designated representative.
7. Company must use non-RF emitting cable.
8. Company must use existing conduit to access rooftop with cabling.
9. Company must test for interference or conflicts.
10. Equipment racks must be approved by OzarksTraffic or designated representative.
11. Equipment racks shall be located in the designated room in the building.
12. Rooftop equipment shall be confined on the center fin walled area of the building.

Access to Building

1. All work to be done in and around the building shall be approved and supervised by the designated OzarksTraffic contact person.
2. All work shall be completed during normal working hours or as approved by the designated OzarksTraffic contact person.
3. All work to be done on and around the roof shall be restricted to the pathway designated by OzarksTraffic. The designated pathway is for maintenance and preservation of the roof's structural integrity.

Cost

1. Any damage or additional cost to OzarksTraffic, City and MHTC equipment and/or facilities resulting from the Company shall be reimbursed at no cost to and to the satisfaction of OzarksTraffic, City and MHTC within 30 days.
2. Company will be responsible for any costs that might incur as a result of upgrades, maintenance, or modifications by OzarksTraffic to the system and equipment.

Exhibit 2

As a partner in this program, Company agrees to provide the following service for OzarksTraffic at no charge:

1. Company will use verbal tag line provided by OzarksTraffic, MHTC and City each time OzarksTraffic CCTV is broadcast. See Exhibit 3 for specific tag lines. OzarksTraffic, MHTC and City will provide a brand logo as part of the CCTV feed. The logo will appear in a prominent position of the OzarksTraffic feed. The logo cannot be altered, masked or covered in any way. This agreement does not obligate the Company to broadcast the CCTV and does not prohibit other sponsorship logos to be displayed during the traffic reports.
2. Company will broadcast three (3), thirty (:30) second Public Service Announcements (PSAs) per week for a total of six months. OzarksTraffic will provide Company a copy of the pre-recorded announcements for broadcast. Company shall broadcast all PSAs during the hours of 5:30am to 10:30 pm. Monday through Friday. Proof of performance of all PSAs will be required at the end of each month. Company shall provide OzarksTraffic with one copy of an air-check in DVD Format quarterly and grant OzarksTraffic copyright for re-broadcast. Company will broadcast one (1), ten (10) second PSA during each of its weekday morning newscasts for a period of six months. OzarksTraffic will provide Company a copy of the pre-recorded announcement, featuring the OzarksTraffic logo and web site address, for broadcast. Company may partner with OzarksTraffic in being a sponsor in the message upon mutual agreement.
3. Company agrees to provide technical assistance from Company's engineering staff for addressing OzarksTraffic technical issues regarding Company's connectivity to the OzarksTraffic system.
4. Company shall provide a hypertext link using the OzarksTraffic logo on Company web site, if applicable, to the OzarksTraffic homepage.
5. Company shall provide a written annual report to OzarksTraffic for each of its broadcast stations utilizing OzarksTraffic images. The report should include a description of population reach and other demographic information relevant to traffic reports, sponsorships, and traffic reports for OzarksTraffic monitoring of traveler information services.
6. If Company broadcasts radio traffic reports, Company will use verbal tag line provided by OzarksTraffic each time OzarksTraffic is used to gain broadcast information. In addition, Company shall broadcast ten (10), thirty (30) second Public Service Announcements (PSAs) per radio station, per month, to run Best Time Available for six months. Content will be determined by OzarksTraffic or its designated agent. In addition, Company shall provide one (1) OzarksTraffic traffic report sponsorship per day per radio station for six months. Proof of performance of all PSAs and sponsorships will be required at the end of each month.

Exhibit 3

1. Company will use verbal tag lines provided by OzarksTraffic, each time an OzarksTraffic CCTV image is broadcast for the duration of the contract. The Company and its spokespersons shall **not** take ownership of OzarksTraffic CCTVs referring to them as “our” OzarksTraffic cameras. It must be clearly stated the CCTV feeds are provided by OzarksTraffic, MHTC and City in one of the following ways:

- a. OzarksTraffic cameras brought to you by MoDOT and City of Springfield or
- b. OzarksTraffic cameras courtesy of MoDOT and City of Springfield or
- c. OzarksTraffic cameras

One-rdg. _____
P. Hrngs. _____
Pgs. 15
Filed: 12-06-22

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2022-304

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the
2 Missouri Highways and Transportation Commission and Queen B
3 Television of Kansas/Missouri LLC dba KOAM/KFJX for the purpose of
4 sharing video from the closed-circuit television traffic monitoring
5 cameras owned and operated by Missouri Department of
6 Transportation and the City of Springfield.
7 _____
8

9 WHEREAS, the City of Springfield and Missouri Highways and Transportation
10 Commission ("MHTC") desire to enter into an agreement to share video from the
11 closed-circuit television ("CCTV") traffic monitoring cameras; and
12

13 WHEREAS, this agreement allows this media agency to access the CCTV traffic
14 monitoring cameras so that they can provide the community with a traffic report.
15

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

19 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
20 enter into an agreement with the MHTC and Queen B Television of Kansas/Missouri
21 LLC dba KOAM/KFJX in substantial conformity with "Exhibit 1" attached hereto and
22 incorporated herein by reference.
23

24 Section 2 – This Ordinance shall be in full force and effect from and after
25 passage.
26

27 Passed at meeting: _____
28

29 _____
30 Mayor
31

32 Attest: _____, City Clerk
33

Filed as Ordinance: _____

34
35
36
37
38
39

Approved as to form: Kyle Tella, Assistant City Attorney

Approved for Council action: Juan C. Noyes, City Manager

EXPLANATION TO COUNCIL BILL 2022- 304

FILED: 12-06-22

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with Missouri Highways and Transportation Commission and Queen B Television of Kansas/Missouri LLC, dba KOAM/KFJX (hereinafter, "Media Company") for the sharing of video from the closed-circuit television ("CCTV") traffic monitoring cameras owned and operated by Missouri Department of Transportation ("MoDOT") utilizing the video distribution system shared with the City of Springfield ("City") at the Transportation Management Center of the Ozarks.

BACKGROUND INFORMATION: This agreement defines the terms under which the City and MoDOT will provide a web-based user account to the Media Company. The user account will allow access to the traffic monitoring video feed through the Transportation Management Center's video distribution software.

The agreement restricts the use of the video feed solely for the purpose of providing travel information to the public and specifically prohibits the Media Company from selling or charging a fee for the video; systematically recording the video for purposes other than traffic reports; misrepresenting the timing and source of the video; misrepresenting the availability of video to others; placing streaming video on websites; and/or showing video of any accident victims or close-ups of emergency response activities. Furthermore, the agreement requires that the OzarksTraffic logo remain visible on all video provided to the Media Company, and that the Media Company verbally acknowledge the source of the video each time it is used on air as "OzarksTraffic cameras."

Supports the following 2022 City Council Core Priorities:

- Quality of Place
- Economic Vitality
- Public Safety

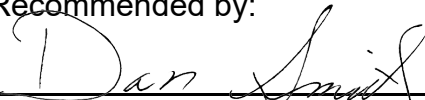
REMARKS: This agreement is an example of the City and MoDOT working together with local media to improve regional traveler information. There is no financial commitment for any of the parties to the agreement. Video access provided to Queen B Television of Kansas/Missouri LLC is non-exclusive, and the City and MoDOT reserve the right to allow access to other media companies through similar agreements. Public Works recommends approval of this Council Bill.

Submitted by:



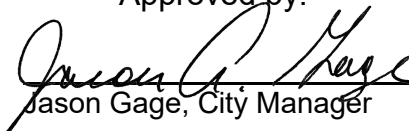
Kirk Juranas, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

EXHIBIT 1

CCO Form: TR45
Approved: 02/08 (BDG)
Revised: 06/19 (GH)
Modified:

MoDOT District: SW
MoDOT Agreement Administrator: Marc Lewis
eAgreement No.: 2022-11-74370

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND CITY OF SPRINGFIELD, MISSOURI OZARKSTRAFFIC CCTV ACCESS AGREEMENT

THIS AGREEMENT is entered into by the City of Springfield, hereinafter referred to as "City," the Missouri Highways and Transportation Commission, hereinafter referred to as "MHTC," the MHTC and City, hereinafter collectively referred to as "OzarksTraffic," and Queen B Television of Kansas/Missouri LLC dba KOAM/KFJX, hereinafter referred to as "Company." Collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, MHTC and City have undertaken an Intelligent Transportation Systems (ITS) program called OzarksTraffic which receives CCTV on the respective state and city owned highways from devices installed on the area roadways and other means; and

WHEREAS, the Company has requested access to OzarksTraffic CCTV; and

WHEREAS, OzarksTraffic is willing to accommodate the Company's request for the CCTV pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained in this Agreement, the Parties agree as follows:

(1) DEFINITIONS:

(A) OzarksTraffic shall mean the MHTC and City as engaged in the Traffic Management Center (TMC) of the Ozarks ITS program.

(B) Program Infrastructure shall mean the ITS System and includes the Traffic Management Center (TMC) and Field Elements for the City of Springfield and surrounding areas within the Southwest District.

(C) CCTV shall mean the closed circuit television streaming images from the TMC.

(2) PURPOSE: The Company agrees CCTV is accessed in accordance with this Agreement and shall be used by the Company solely for the purposes of providing travel information to the public. This Agreement only applies to media access to the OzarksTraffic greater Springfield area traffic management system at the TMC located at 1107 West Chestnut Expressway, Springfield, MO 65802. Regardless of the access allowed by OzarksTraffic, the Company may need to acquire permission from other county or local municipality agencies to access the CCTV provided to OzarksTraffic from other county or local municipality agencies.

(3) CCTV TO BE ACCESSED:

(A) OzarksTraffic agrees to allow access to the CCTV from the TMC under the general conditions described in Exhibit 1, which is attached hereto and incorporated herein by reference. OzarksTraffic, without notice, may interrupt or preempt the CCTV at any time. The Company's access to the CCTV system is non-exclusive and OzarksTraffic may allow other media companies or organizations access to the system. In addition, OzarksTraffic cannot guarantee CCTV will always be available. OzarksTraffic shall have control of all camera views available from the TMC and does not guarantee that any particular camera view will be available at any given time.

(B) The Company agrees to immediately terminate the CCTV feed at their end when the live CCTV is showing close-up views of accident victims or of emergency response activities.

(4) DUTIES OF COMPANY: The Company assumes the following responsibilities under this Agreement:

(A) The Company shall be responsible for the purchase and maintenance of its own equipment needed to access the CCTV and TMC.

(B) The Company shall assume full responsibility to safeguard the video from unauthorized use or reproduction, and shall assume full responsibility in the event the video is used for purposes other than for providing travel information to the public. The Company agrees that at any time it becomes aware of unauthorized use, copying, or disclosure of the CCTV, it shall immediately notify OzarksTraffic at 417-864-1160, send written notice to the person listed in (10)(B) of this Agreement, and fully cooperate with OzarksTraffic to protect OzarksTraffic's proprietary rights. The Company shall agree breach or threatened breach of its obligation to protect the CCTV may cause immediate and irreparable harm, entitling the OzarksTraffic to seek injunctive relief or immediate termination of the CCTV. Company's compliance with this paragraph shall not be construed in any way as a waiver of the OzarksTraffic's rights to recover damages or obtain other relief against Company for harm to the OzarksTraffic's CCTV or for breach of contractual rights.

(C) The Company agrees if it, or its employees, contractor, or agent violates any terms of this Agreement, OzarksTraffic will take all necessary steps to remedy the violation including, but not limited to, terminating the Company's access to and use of the CCTV.

(D) The Company shall immediately notify OzarksTraffic if it becomes aware of any use of the CCTV other than in accordance with OzarksTraffic policy. This includes use by the Company, another media company, or any other party.

(E) The Company agrees not to:

- (1) Sell or charge any fees for the use of the CCTV received from OzarksTraffic, except for the purpose of providing entire taped news broadcasts.
- (2) Duplicate or reproduce the CCTV in any manner for any cost or fee,

- except for the purpose of providing entire taped news broadcasts.
- (3) Systematically record CCTV for purposes other than traffic reports.
 - (4) Misrepresent the timing and source of the CCTV.
 - (5) Misrepresent the availability of the CCTV to others.
 - (6) Place streaming or captured CCTV images on websites.
 - (7) Show CCTV of any accident victims or close-ups of emergency response activities.

(F) The Company agrees the rebroadcast of CCTV from OzarksTraffic will be for providing traveler information only. The Company agrees to immediately stop the rebroadcast of taped images from OzarksTraffic upon any written or verbal request from OzarksTraffic. The Company agrees OzarksTraffic has the right to immediately terminate the Company's access to CCTV from OzarksTraffic.

(G) The Company agrees to provide at no charge to OzarksTraffic the items as listed in Exhibit 2 which is attached hereto and incorporated herein by reference.

(H) The Company agrees to always use the OzarksTraffic logo. Each CCTV feed (live or otherwise) used by the Company shall include the OzarksTraffic logo in a manner and style approved by OzarksTraffic. The OzarksTraffic logo should be a graphic, like in size and appearance as those used as "bugs" by major networks and their local affiliates. The Company shall not use any CCTV (either "live" or taped) accessed from the Scout system without the OzarksTraffic logo fully visible in the upper right-hand corner of the CCTV. The Company agrees to use the OzarksTraffic verbal tag line, referenced in Exhibit 3, in all references to the Ozarkstraffic CCTV video images used during "live" or taped broadcasts.

(5) INSTALLATION OF EQUIPMENT AT OZARKSTRAFFIC TMC:

(A) The Company's equipment accessing OzarksTraffic CCTV shall be installed at locations approved by OzarksTraffic.

(B) OzarksTraffic reserves the right to limit the space and to assign space to the various media companies as they see appropriate. The space available to media companies may be limited and, therefore, is available on a "first come, first serve" basis.

(C) OzarksTraffic must approve all equipment to be installed.

(D) All equipment must be compatible with OzarksTraffic. If any equipment is installed by the Company that interferes or disrupts OzarksTraffic or the equipment of other media companies, OzarksTraffic may immediately disconnect and remove the Company's equipment. In addition, if the Company's equipment causes any damage to Program Infrastructure or to the TMC, OzarksTraffic may disconnect and remove the Company's equipment. In the event the Company's equipment causes any damage to Program Infrastructure, the TMC, City or MHTC, the Company shall be responsible for the loss and shall make payment to City or MHTC for the damage and the removal cost.

(E) If OzarksTraffic determines an emergency situation arises in which the

Company's equipment should be disconnected, OzarksTraffic may disconnect and remove the Company's equipment from the TMC.

(F) The Company's equipment shall not display logos or advertising. The Company shall place identification on cables at regular intervals so that the cables may easily be identified.

(G) The Company shall not be allowed to enter into the TMC to maintain the equipment at times other than the regular operating hours of MHTC, SW District.

(6) NO WARRANTY: OzarksTraffic makes no warranties, either expressed or implied, regarding the quality, quantity, or availability of the CCTV accessed under the terms of this Agreement. CCTV may be interrupted, be of poor quality, or otherwise be rendered unavailable. OzarksTraffic shall not be liable for warranties of fitness for any purpose, nor for indirect, special or consequential damages such as loss of profits or inability to use the CCTV.

(7) INDEMNIFICATION: The Company does hereby agree to indemnify, hold harmless against, and defend OzarksTraffic, City and MHTC, including its agents, employees and assigns or assignees, from any claims, costs, expenses, damages, and liabilities arising from or pertaining to the use and/or possession of the CCTV by the Company, its agents, employees, assigns or assignees, contractors, subcontractors or independent contractors.

(8) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Company and OzarksTraffic.

(9) REPRESENTATIVES: OzarksTraffic's Board of Directors are designated as OzarksTraffic's representatives for the purpose of administering the provisions of this Agreement. OzarksTraffic's representatives may designate, by written notice, other persons having the authority to act on behalf of OzarksTraffic in furtherance of the performance of this Agreement.

(10) 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) Brook Arnold
KOAM/KFJX
2952 NE Highway 69
Pittsburg, KS 66762
Telephone No.: 620-308-2724
Email Address: barnold@koamnewsnow.com

(B) TMC of the Ozarks
1107 West Chestnut Expressway
Springfield, MO 65802
Telephone No.: 417-864-1160

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.

(11) ASSIGNMENT: The Company shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of OzarksTraffic.

(12) LAWS TO GOVERN: For any action brought against the City, and/or employee(s) of the City, the laws of Missouri will govern and the Agreement shall be construed according to the laws of the State of Missouri. For any action brought against the State of Missouri, MHTC, its commissioners, and any employee(s), counsel, or agent of the MHTC, in either the State of Missouri or any other jurisdiction, the laws of Missouri will govern and the Agreement shall be construed according to the laws of the State of Missouri.

(13) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the OzarksTraffic with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the OzarksTraffic.

(14) SOVEREIGN IMMUNITY: Nothing herein shall be construed as consent by the MHTC sovereign immunity or rights of the Eleventh Amendment of the Constitution of the United States. Nothing herein shall be construed as consent by City to suit in the court of the State of Missouri or a waiver of its sovereign immunity of rights of the Eleventh Amendment of the Constitution of the United States.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the Parties and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OzarksTraffic and the Company.

(16) 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.

(17) DISPUTES: Any disputes that arise under this Agreement shall be decided by OzarksTraffic or its representatives, the Directors.

(18) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(19) 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.

(20) DURATION:

(A) Unless otherwise cancelled, this Agreement shall be in effect for two (2) years from the date of execution of this Agreement. This Agreement may be renewed for two additional 2-year periods. Unless notice is otherwise given by either party at least 30 days prior to the termination date, the terms of this Agreement shall automatically renew for the applicable additional term (either the first renewal period or the second renewal period). If the Agreement automatically renews, OzarksTraffic may revise Exhibits 1, 2, and 3 to reflect changes in OzarksTraffic policy or technology. If OzarksTraffic revises Exhibits 1, 2, and 3, OzarksTraffic will send copies of the revised exhibits to the Company and the revised exhibits shall be included as part of this Agreement. If the Company is unwilling to abide by the terms of the revised exhibits, this Agreement will automatically terminate.

(B) Upon expiration of this Agreement, the Company shall promptly disconnect and remove all of its CCTV accessing equipment and any other equipment which may be located on OzarksTraffic, City and MHTC property and return OzarksTraffic, City and MHTC property to the condition it was in prior to the placement of Company's equipment on OzarksTraffic, City and MHTC property. If Company fails to remove the equipment, OzarksTraffic may remove the equipment at the Company's cost.

(C) The Company agrees OzarksTraffic reserves the right to terminate the Company's access to OzarksTraffic CCTV if it violates any terms of this Agreement and this Agreement will be immediately terminated.

(21) CHANGE IN LAW: This Agreement is entered into subject to changes in federal law, state law and OzarksTraffic policy.

(22) NO INTEREST: By allowing the Company access to its CCTV, OzarksTraffic is not granting any property interest to or in the OzarksTraffic's CCTV or the OzarksTraffic TMC to the Company. OzarksTraffic, in its sole discretion, may discontinue its CCTV feed at any time and for any reason whatsoever, including for the convenience of OzarksTraffic. OzarksTraffic shall not be obligated to maintain said CCTV feed solely for the benefit of the Company.

(The signature page immediately follows this paragraph.)

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

Executed by the Company on _____ (DATE).

Executed by the City on _____ (DATE).

Executed by the Commission on _____ (DATE).

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By: _____

Title: _____

ATTEST: (Commission seal)

Secretary to the Commission

APPROVED AS TO FORM:

Commission Counsel

**QUEEN B TELEVISION OF KANSAS/
MISSOURI LLC dba KOAM/KFJX**

By: _____

Title: _____

ATTEST: (Consultant seal, if existing)

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

CITY OF SPRINGFIELD

Deputy City Manager

ATTEST:

City Clerk

Director of Finance

Contract Paralegal

Approved as to Form:

Assistant City Attorney

Ordinance No. _____

ACKNOWLEDGMENT BY COMPANY

STATE OF _____)
)
COUNTY OF _____) SS

On this _____ day of _____, 20__, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of _____ and that the foregoing instrument was signed and sealed on behalf of said company by authority of its Board of Directors, and that he/she acknowledged said instrument to be the free act and deed of said company and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

Exhibit 1

General Terms

1. Number of outputs from Program Infrastructure system will be negotiated.
2. Any FCC licensing requirements and or costs to transport to Company's facilities shall be the sole responsibility of the Company.
3. OzarksTraffic shall not be responsible for damage caused to Company's equipment by any acts of nature.
4. OzarksTraffic cannot guarantee uninterrupted access to the CCTV.

Building Installation Requirements

1. No welding on any portion of building will be allowed.
2. No drilling of holes on any structural component of the building will be allowed.
3. All cabling shall be run through a steel conduit.
4. All cables and conduit shall be labeled.
5. All cable plans and paths shall be approved by OzarksTraffic or designated representative.
6. An electrician certified power plan shall be approved by OzarksTraffic or designated representative.
7. Company must use non-RF emitting cable.
8. Company must use existing conduit to access rooftop with cabling.
9. Company must test for interference or conflicts.
10. Equipment racks must be approved by OzarksTraffic or designated representative.
11. Equipment racks shall be located in the designated room in the building.
12. Rooftop equipment shall be confined on the center fin walled area of the building.

Access to Building

1. All work to be done in and around the building shall be approved and supervised by the designated OzarksTraffic contact person.
2. All work shall be completed during normal working hours or as approved by the designated OzarksTraffic contact person.
3. All work to be done on and around the roof shall be restricted to the pathway designated by OzarksTraffic. The designated pathway is for maintenance and preservation of the roof's structural integrity.

Cost

1. Any damage or additional cost to OzarksTraffic, City and MHTC equipment and/or facilities resulting from the Company shall be reimbursed at no cost to and to the satisfaction of OzarksTraffic, City and MHTC within 30 days.
2. Company will be responsible for any costs that might incur as a result of upgrades, maintenance, or modifications by OzarksTraffic to the system and equipment.

Exhibit 2

As a partner in this program, Company agrees to provide the following service for OzarksTraffic at no charge:

1. Company will use verbal tag line provided by OzarksTraffic, MHTC and City each time OzarksTraffic CCTV is broadcast. See Exhibit 3 for specific tag lines. OzarksTraffic, MHTC and City will provide a brand logo as part of the CCTV feed. The logo will appear in a prominent position of the OzarksTraffic feed. The logo cannot be altered, masked or covered in any way. This agreement does not obligate the Company to broadcast the CCTV and does not prohibit other sponsorship logos to be displayed during the traffic reports.
2. Company will broadcast three (3), thirty (:30) second Public Service Announcements (PSAs) per week for a total of six months. OzarksTraffic will provide Company a copy of the pre-recorded announcements for broadcast. Company shall broadcast all PSAs during the hours of 5:30am to 10:30 pm. Monday through Friday. Proof of performance of all PSAs will be required at the end of each month. Company shall provide OzarksTraffic with one copy of an air-check in DVD Format quarterly and grant OzarksTraffic copyright for re-broadcast. Company will broadcast one (1), ten (10) second PSA during each of its weekday morning newscasts for a period of six months. OzarksTraffic will provide Company a copy of the pre-recorded announcement, featuring the OzarksTraffic logo and web site address, for broadcast. Company may partner with OzarksTraffic in being a sponsor in the message upon mutual agreement.
3. Company agrees to provide technical assistance from Company's engineering staff for addressing OzarksTraffic technical issues regarding Company's connectivity to the OzarksTraffic system.
4. Company shall provide a hypertext link using the OzarksTraffic logo on Company web site, if applicable, to the OzarksTraffic homepage.
5. Company shall provide a written annual report to OzarksTraffic for each of its broadcast stations utilizing OzarksTraffic images. The report should include a description of population reach and other demographic information relevant to traffic reports, sponsorships, and traffic reports for OzarksTraffic monitoring of traveler information services.
6. If Company broadcasts radio traffic reports, Company will use verbal tag line provided by OzarksTraffic each time OzarksTraffic is used to gain broadcast information. In addition, Company shall broadcast ten (10), thirty (30) second Public Service Announcements (PSAs) per radio station, per month, to run Best Time Available for six months. Content will be determined by OzarksTraffic or its designated agent. In addition, Company shall provide one (1) OzarksTraffic traffic report sponsorship per day per radio station for six months. Proof of performance of all PSAs and sponsorships will be required at the end of each month.

Exhibit 3

1. Company will use verbal tag lines provided by OzarksTraffic, each time an OzarksTraffic CCTV image is broadcast for the duration of the contract. The Company and its spokespersons shall **not** take ownership of OzarksTraffic CCTVs referring to them as “our” OzarksTraffic cameras. It must be clearly stated the CCTV feeds are provided by OzarksTraffic, MHTC and City in one of the following ways:

- a. OzarksTraffic cameras brought to you by MoDOT and City of Springfield or
- b. OzarksTraffic cameras courtesy of MoDOT and City of Springfield or
- c. OzarksTraffic cameras

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."

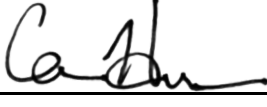
35
36 Section 2 – This Ordinance shall be in full force and effect from and after
37 passage.

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.

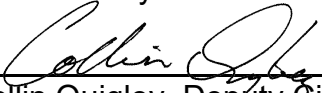
BACKGROUND INFORMATION: The Trunked Radio System ("TRS") was purchased in April 2000 and went operational in 2002. The TRS Supports approximately 4,500 public safety and critical infrastructure users with the vast majority working at county and municipal levels.

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.

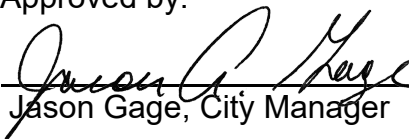
At the time of the upgrade City, City Utilities, and Greene County entered into an agreement with the State of Missouri, Department of Public Safety ("DPS"), to integrate the TRS into the Missouri Statewide Interoperability Network ("MOSWIN"), a network of communications towers, base stations, and communications 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:

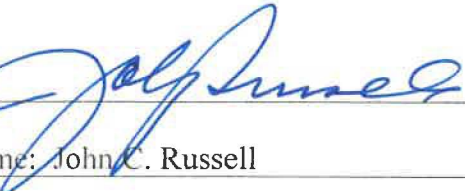
By: 

Cindy Stein, Greene County Auditor

By: 

Shane Schoeller, Greene County Clerk

Greene County, Missouri

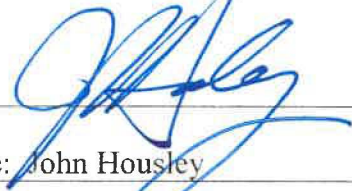
By: 

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.

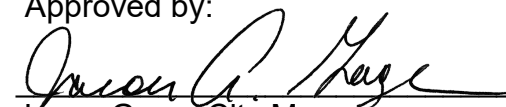
The 2022 Study began in the summer of 2022 and will conclude by February 2023. The results are expected to be released to the community in March or April 2023. The Commission has actively been pursuing grant funds to help fund the 2022 Study. In November 2021, the Musgrave Foundation awarded the Commission \$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:

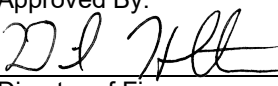
Fund	Title	Amount

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. _____