



City of Springfield

Agenda

City Council

Ken McClure, Mayor

Zone Councilmembers

Monica Horton, Zone 1

Abe McGull, Zone 2

Brandon Jenson, Zone 3

Matthew Simpson, Zone 4

General Councilmembers

Heather Hardinger, General A

Craig Hosmer, General B

Callie Carroll, General C

Derek Lee, General D

June 5, 2023

6:30 PM

City Council Chambers

[Rules and procedures.](#)

1. ROLL CALL.

2. APPROVAL OF MINUTES.

2.1. Approval of Minutes. May 22, 2023, City Council Meeting.

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.

6.1. Council Bill 2023-117 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 4.8 acres of property generally located at 2323 West Grand Street from O-1, Office district, to GI, Government and institutional use district; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Lakeland Hospital Acquisition; 2323 West Grand Street; Z-10-2023.)

6.2. Council Bill 2023-118 (Simpson)

A special ordinance approving the final development plan of Planned Development District No. 379, generally located at 1616 East Bradford Parkway and 3811 and 3813 South Weller Avenue. (Planning and Zoning Commission and Staff recommend

approval.) (By: EWR Springfield Cambium LLC; 1616 East Bradford Parkway and 3811 South Weller Street; Final Development Plan – Planned Development 379.)

6.3. Council Bill 2023-121 (Hosmer)

A special ordinance setting a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies, for the Fiscal Year beginning July 1, 2023, and ending June 30, 2024; and declaring an emergency.

6.4. Council Bill 2023-120 (Carroll)

A special ordinance adopting a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2023, and ending June 30, 2024; providing that certain amounts shown in the budget document are appropriated for the various departments specified in said budget; and declaring an emergency.

6.5. Council Bill 2023-122 (Lee)

A special ordinance amending the General Fund budget for the Fire Department of the City of Springfield, Missouri, for Fiscal Year 2022-2023, in the amount of \$245,000 to appropriate a portion of the General Fund carryover funds to complete a Fire Department facility renovation project previously approved for Fiscal Year 2022-2023.

6.6. Council Bill 2023-123 (Hosmer)

A special ordinance amending the Park Board's Fiscal Year 2022-2023 operating budget by increasing both revenue and expenses in the amount of \$1,900,000 to allocate \$1,300,000 of revenue and associated offsetting expense items from Parks 2001 and 2006 Sales Tax Funds, \$250,000 within the Parks General Fund, \$80,000 in reimbursements from insurance claims, and \$270,000 of revenue and associated expense items within the Golf Fund, respectively.

6.7. Council Bill 2023-124 (Lee)

A special ordinance approving the amended bylaws of the Art Museum Board of the City of Springfield, Missouri.

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

7.1. Council Bill 2023-126 (Horton, Hardinger, Hosmer, Jenson)

A resolution affirming City Council's commitment to applying the Five Pillars of Change detailed in the 2022 Mayor's Initiative on Equity and Equality Report to constituents from the LGBTQ+ community; and demonstrating City Council's dedication to continued collaboration with constituents from the LGBTQ+ community and all citizens to improve the culture of inclusion and belonging in Springfield.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

Citizens May Speak. May Be Voted On.

10.1. Council Bill 2023-127 (Simpson)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Missouri Department of Economic Development for the purpose of accepting federal American Rescue Plan Act grant funds to support construction of the Springfield Art Museum Renovation and Expansion Project, and to exercise any and all powers necessary to obtain such funding and carry out the identified activities; amending the budget of the City of Springfield for Fiscal Year 2022-2023 in the amount of \$2,752,750; and declaring that this bill qualifies for approval in one reading.

10.2. Council Bill 2023-128 (Hardinger)

A special ordinance authorizing the City Manager, or his designee, to accept a State Homeland Security Grant Program grant to provide for the purchase of an emergency response vehicle to support and sustain the operation of the Springfield Fire Department / Region D Homeland Security Regional Response System Technical Rescue team; amending the budget for the Fire Department in the amount of \$175,000; and declaring that this bill qualifies for approval in one reading.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

12.1. Council Bill 2023-129 (Horton)

A special ordinance approving the Boyd School Redevelopment Plan submitted by the Boyd School Redevelopment Corporation for the redevelopment of an area generally located at the northwest corner of the intersection of East Lynn Street and North Washington Avenue; declaring the area in the Boyd School Redevelopment Plan to be a blighted area and its redevelopment necessary for the preservation of public health, safety, and welfare; authorizing certain tax abatement within the area of the Boyd School Redevelopment Plan; and authorizing the City Manager to execute an agreement with the Boyd School Redevelopment Corporation relating to the implementation of the Boyd School Redevelopment Plan. (Staff, the Land Clearance for Redevelopment Authority, and the Planning and Zoning Commission recommend approval.)

12.2. Council Bill 2023-130 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.85 acre of property generally located at 504 East Norton Road from R-SF, Single-family residential district, to R-MD, Medium-density multifamily residential district; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Good Samaritan Boys Ranch Foundation; 504 E. Norton Road; Z-12-2023.)

12.3. Council Bill 2023-131 (Jenson)

A general ordinance amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' Article III, 'Zoning Regulations,' Division 7, 'Grant Avenue Parkway District Standards,' Sections 36-487, 'Bulk Standards,' and 36-488, 'Permitted

and Conditional Uses,' for the purpose of adding nonprofit community centers as a permitted use, and allowing a minimum height of 35 feet for buildings, in Subdistrict F. (Staff and Planning and Zoning Commission both recommend approval.) (By: Boys and Girls Club of Springfield; Grant Avenue Parkway (GAP) Subdistrict F Text Amendment).

12.4. Council Bill 2023-132 (Jenson)

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 9.2 acres of private property generally located at 3444 West Sunshine Street and 3503 West Washita Street, and approximately 0.14 acre of Greene County right-of-way generally located at 1900 South Farm Road 133 (Moore Road), and referenced as Annexation A-2-2023, into the City of Springfield.(Staff recommends approval.) (By: Donald L. & Patricia L McCurry Trust, Greene County (public ROW).); 3444 W. Sunshine Street, 3503 W. Washita Street and 1900 S. Farm Road 133 (Moore Rd.); A-2-2023.)

12.5. Council Bill 2023-133 (Jenson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 22.4 acres of property generally located at 3444 West Sunshine Street, 1819 South Moore Road, 1903 South Farm Road 133, and 3503 West Washita Street from Greene County C-2, General commercial district, Greene County R-1, Suburban residence district, Greene County Plot Assignment District No. 1901, and City of Springfield GR, General retail district, to HC, Highway commercial district, with Conditional Overlay District No. 225; establishing Conditional Overlay District No. 225; and adopting an updated Official Zoning Map. (Staff and the Planning and Zoning Commission recommend approval.) (By: Donald L. & Patricia L McCurry Trust, South Creek Development Corp, & Sunshine Crossing, LLC. ;3444 W. Sunshine Street, 1819 S. Moore Road, 1903 S. Farm Road 133, and 3503 W. Washita Street; Z-4-2023 w/COD #225.))

12.6. Council Bill 2023-134 (Horton)

A special ordinance granting Conditional Use Permit No. 473 for the purpose of permitting a transitional service shelter as a conditional use within the R-MD, Medium-density multifamily residential district, generally located at 422, 424, and 504 East Norton Road.(Staff and Planning and Zoning Commission recommend approval.) (By: Good Samaritan Boys Ranch Foundation; 422, 424, and 504 E. Norton Road; Conditional Use Permit No. 473.)

12.7. Council Bill 2023-135 (McGull)

A general ordinance amending Urban Conservation District No. 2, generally referred to as the Rountree Urban Conservation District, to expand the boundary to include additional area to the north and east and to amend the text regarding use, intensity of use, building and lot standards, building orientation, materials, siting and design, access, parking standards, screening, bufferyards, and signage. (Planning and Zoning Commission and Staff recommend approval.) (By: City of Springfield; Area generally bounded by Elm Street, National Avenue, Grand Street and Glenstone Avenue; Z-11-2023/Rountree Urban Conservation District.)

12.8. Council Bill 2023-136 (Jenson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.21 acre of property generally located at 3503 West Washita Street from Greene County Plot Assignment District No. 1901 to R-SF, Single-family residential district; and adopting an updated Official Zoning Map. (Staff and the Planning and Zoning Commission recommend approval.) (By: South Creek Development Corp; 3503 W. Washita Street; Z-6-2023.)

12.9. Council Bill 2023-137 (Jenson)

A special ordinance granting Conditional Use Permit No. 472 for the purpose of permitting a self-storage facility as a conditional use within the GR – General Retail District, generally located at 1706 South Zimmer Avenue. (Staff and Planning and Zoning Commission both recommend approval.) (By: Bibi Investments & Development, LLC; 1706 South Zimmer Avenue; Conditional Use Permit No. 472.)

12.10. Council Bill 2023-138 (McGull, Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 402 acres of property generally located in the 3400 to 4000 block of East Division Street and 1600 to 2200 block of North Le Compte Road from Planned Development No. 229 Amendment 1 to Planned Development No. 229 Amendment 2; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Springfield Underground, Inc.; 3400-4000 block of East Division Street, 1600 to 2200 block of North Le Compte Road; Planned Development No. 229, Amendment 2.)

13. FIRST READING BILLS.

Citizens May Speak. Not Anticipated To Be Voted On.

13.1. Council Bill 2023-139 (Hosmer)

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 Classifications of the Professional, Administrative, and Technical Schedule by making provision for six (6) new job titles and deleting three (3) job titles; by describing the method by which pay adjustments are calculated; by providing pay adjustments for non-bargaining unit employees on the following salary schedules: Crafts, Trades and Labor Non-Union, Professional, Administrative, and Technical (Non-Union and Unclassified), Fire Protection, and Law Enforcement; and by incorporating pay improvements impacting bargaining unit members that were negotiated and tentatively agreed to, including amending Out-of-Title Pay for certain positions on the Law Enforcement Schedule.

13.2. Council Bill 2023-140 (Hardinger)

A special ordinance approving the Fourth Addendum to the July 1, 2021, Collective Bargaining Agreement between the City and the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152, representing changes agreed to by the parties, including changes resulting from wage reopener negotiations;

authorizing the City Manager, or his designee, to execute the Fourth Addendum to the Collective Bargaining Agreement; and authorizing the City Manager to enter into agreements with the IAFF regarding matters of interpretation of the Collective Bargaining Agreement.

13.3. Council Bill 2023-141 (Carroll)

A special ordinance approving the First Amendment to the July 1, 2022, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the Exclusive Representative of a Bargaining Unit within the Crafts, Trades, and Labor Employee Group, representing changes resulting from wage reopener negotiations; authorizing the City Manager, or his designee, to execute the First Amendment; and authorizing the City Manager to enter into agreements with the IBEW regarding matters of interpretation of the Collective Bargaining Agreement.

13.4. Council Bill 2023-142 (Hosmer)

A special ordinance approving the Fourth Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the Exclusive Representative of a certain Bargaining Unit within the Professional, Administrative and Technical Employee Group, representing changes resulting from wage reopener negotiations; authorizing the City Manager, or his designee, to execute the Fourth Amendment; and authorizing the City Manager to enter into agreements with the IBEW regarding matters of interpretation of the Collective Bargaining Agreement.

13.5. Council Bill 2023-143 (Carroll)

A special ordinance approving the Sixth Amendment to the July 1, 2021 Collective Bargaining Agreement between the City and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22, the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department, representing changes requested by the SPOA regarding payroll deductions as well as changes resulting from wage reopener negotiations; authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Sixth Amendment to the Collective Bargaining Agreement to the Exclusive Representative; and authorizing the City Manager to enter into agreements with the SPOA regarding matters of interpretation of the Collective Bargaining Agreement.

13.6. Council Bill 2023-144 (Lee)

A special ordinance amending Special Ordinance 15049, as amended by Special Ordinance 2156 and General Ordinances 4348, 4812, 5089, 5432, and 5849, providing benefits for certain employees under the Missouri Local Government Employees Retirement System, by reducing the retirement age for all eligible current and future emergency telecommunicators.

13.7. Council Bill 2023-145 (Jenson)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Sunshine Towne Centre Subdivision, generally located at 3444 West

Sunshine Street, 1819 South Farm Road 133 (Moore Road), and 1903 South Farm Road 133 upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

13.8. Council Bill 2023-146 (Simpson)

A special ordinance approving a Transportation Project Agreement between the City of Springfield, Southern Hills Shopping Center Transportation Development District, Southern Hills Investment Trust, LLC, and Southern Hills Plaza, LLC; and authorizing the City Manager, or his designee, to execute the Transportation Project Agreement on behalf of the City of Springfield. (Staff recommends approval.)

13.9. Council Bill 2023-150 (Lee)

A general ordinance amending the Springfield City Code, Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article V, 'Hotels, Motels and Tourist Courts,' Section 70-261 'Definitions,' Section 70-262 'Levy of tax,' Section 70-266 'Penalty on unpaid tax; additional remedies,' and Section 70-267 'Use of tax revenue' to incorporate changes to the license tax on hotels, motels, and tourist courts approved by voters in the General Municipal Election held on April 4, 2023, and to update the City's penalty provisions for unpaid or delinquent license taxes to comply with current state law.

13.10. Council Bill 2023-147 (Hardinger)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in an amount to equal forty-seven percent (47%) of the City's proceeds from the hotel/motel gross receipts tax for the purpose of promoting travel and tourism within the City of Springfield.

13.11. Council Bill 2023-148 (Lee)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to support the arts and cultural tourism in the community.

13.12. Council Bill 2023-149 (Carroll)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to promote the attraction of sporting events to the community.

13.13. Council Bill 2023-151 (Hardinger)

A special ordinance authorizing the City Manager, or his designee, to enter into a Memorandum of Understanding with City Utilities of Springfield, for the purpose of mutually terminating the Joint Venture Landfill Gas-to-Energy Project; and to approve a budget adjustment for Fiscal Year 2022-2023 for the Department of Environmental Services in the amount of \$1,848,568.30 to appropriate retained earnings from the

Solid Waste Fund for the acquisition all electric generating equipment and all other remaining assets associated with the Project.

13.14. Council Bill 2023-152 (Simpson)

A special ordinance approving the plans and specifications for Battlefield Corridor Improvements – Lone Pine to Luster; accepting the bid of Hartman and Company, Inc., in the amount of \$1,394,971.04 for said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

15. NEW BUSINESS.

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

15.1. The City Manager recommends the following reappointment to the Springfield - Greene County Park Board: Leslie Carrier with term to expire June 1, 2026.

15.2. The Public Involvement Committee recommends the following appointments to the Board of Equalization: Wanda Quintana with term to expire April 1, 2026; Todd Thomas with term to expire April 1, 2026.

15.3. The Public Involvement Committee recommends the following appointment to the Citizens' Advisory Committee for Community Development: Mackenzey Teleki with term to expire May 1, 2025.

15.4. The Public Involvement Committee recommends the following appointment to the Citizens' Tax Oversight Committee: Trish Hubbell with term to expire May 1, 2024.

15.5. The Public Involvement Committee recommends the following reappointment to the Citizens' Tax Oversight Committee: Christopher Upton with term to expire May 1, 2026.

15.6. The Public Involvement Committee recommends the following reappointment to the Personnel Board: Judge Miles Sweeney with term to expire March 1, 2026.

15.7. The Mayor recommends the following reappointment to the Public Housing Authority: Lynne Mitchell with term to expire April 11, 2026.

15.8. The City Manager recommends the following appointment to the Airport Board: Heather Rooney McBride with term to expire June 1, 2026.

16. UNFINISHED BUSINESS.

17. MISCELLANEOUS.

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

18.1. Council Bill 2023-153 (McGull)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Greenday Industrial Park Subdivision, generally located at 2801 North Le Compte Road, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance.(Staff recommends that City Council accept the public streets and easements.)

18.2. Council Bill 2023-154 (Horton, McGull)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Sky Light Surface Park Subdivision, generally located in the 3400 to 4000 block of East Division Street and the 1600 to 2200 block of North Le Compte Road, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance.(Staff recommends that City Council accept the public streets and easements.)

18.3. Council Bill 2023-155 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to accept funding from Community Foundation of the Ozarks in the amount of \$25,000 to perform employment transportation accessibility grant activities and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget of the Department of Workforce Development in the amount of \$25,000 for the purpose of appropriating the grant funds.

18.4. Council Bill 2023-156 (Horton)

A special ordinance authorizing the City Manager, or his designee, to enter into a Cost Apportionment Agreement with the Missouri Highways and Transportation Commission to share costs associated with traffic signal communications infrastructure improvements at the intersection of Chestnut Expressway and Grant Avenue; and amending the Fiscal Year 2022-2023 budget for the Department of Public Works in the amount of \$19,955 to accept payment from the Commission.

18.5. Council Bill 2023-157 (Jenson)

A special ordinance authorizing the City Manager, or his designee, on behalf of the City of Springfield, to enter into an Infrastructure Reimbursement Agreement with Springfield West Partners, LLC, for improvements to West Sunshine Street, South West Bypass, and South Moore Road, to facilitate the construction of a 22.72-acre retail development

generally located at the southeast corner of West Sunshine Street and South West Bypass.

19. CONSENT AGENDA – ONE READING BILLS. See Item #3.

19.1. Council Bill 2023-158 (Horton)

A resolution confirming the appointment of Amanda Ohlensehlen, and the reappointment of Irene Schaefer and Cindy Ussery, to the Commercial Street Community Improvement District Board of Directors.

20. CONSENT AGENDA – SECOND READING BILLS.

21. END OF CONSENT AGENDA.

22. ADJOURN.



City of Springfield

Minutes

City Council

Ken McClure, Mayor

Zone Councilmembers

Monica Horton, Zone 1
Abe McGull, Zone 2
Brandon Jenson, Zone 3
Matthew Simpson, Zone 4

General Councilmembers

Heather Hardinger, General A
Craig Hosmer, General B
Callie Carroll, General C
Derek Lee, General D

May 22, 2023

6:30 PM

City Council Chambers

1. ROLL CALL.

Present: Monica Horton, Abe McGull, Matthew Simpson, Craig Hosmer, Heather Hardinger,* Callie Carroll, Derek Lee, Brandon Jenson*, and Ken McClure.
Absent: None.

* Councilmember attended via Zoom.

2. APPROVAL OF MINUTES. (APPROVED AS PRESENTED)

2.1. Approval of Minutes. May 8, 2023, City Council Meeting and May 15, 2023, Special City Council Meeting.

Mayor Pro Tem Simpson moved to approve the minutes of the May 8, 2023, City Council meeting and the May 15, 2023, Special City Council meeting. Councilman Hosmer seconded the motion, and the minutes were approved by the following vote: Ayes: McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, Jenson, Horton, and McClure. Nays: None. Absent: None. Abstain: None.

Mayor McClure welcomed the DECA students to the meeting. DECA is an association for marketing with a focus on entrepreneurship. The 2023 International Competition and Conference was held in April with 45 Springfield Public Schools students in attendance. Thirty-one of those students earned a silver seal of excellence; seven competed in the finals; and four students placed in the top ten in the world. Mayor McClure congratulated the students.

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

Anita Cotter, City Clerk, noted there was a request to remove item 19.1, Council Bill 2023-125, from the Consent Agenda. The item was removed from Consent Agenda - One Reading Bills and became item 7.4 under Resolutions.

The Consent Agenda was approved as amended by the following vote: Ayes: Simpson, Hosmer, Hardinger, Carroll, Lee, Jenson, Horton, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

4. CEREMONIAL MATTERS.

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

Jason Gage, City Manager, noted the City is celebrating National Public Works Week by highlighting Public Works and Environmental Services professionals, infrastructure, and services which are vital to maintaining public health, quality of life, and the well-being of Springfield citizens. Mr. Gage thanked these departments and their dedicated staff for keeping the community moving and functioning efficiently and making Springfield a great place to live, work, and play.

Mr. Gage noted the Springfield Police Department (SPD) has maintained international law enforcement accreditation through the Commission for Accreditation of Law Enforcement Agencies, Inc. (CALEA) since 1997. As part of this process, an opportunity for public feedback is now available via the CALEA Public Comment Portal. The public is invited to provide comments on SPD's compliance with CALEA standards, engagement with the community, delivery of public safety services, and overall candidacy for accreditation status. A link to the CALEA portal can be found via the SPD's website.

Mr. Gage noted the Citizens' Advisory Committee for Community Development (CACCD) will hold a public hearing on amendments to the City's Citizen Participation Plan at 6:00 p.m. on May 23 in the 2nd Floor West Conference Room of the Busch Municipal Building. The plan sets forth the City of Springfield's policies and procedures for encouraging citizen participation in the development of plans required by the U.S. Department of Housing and Urban Development (HUD) as a part of the City's Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) programs. An advertised public hearing will be held prior to the adoption of the plan and after the public review and comment period concludes on June 5.

Mr. Gage noted an update from the Springfield-Greene County Park Board was provided to City Council at their places.

Councilman Hosmer asked if the agendas for the Growth and Development Advisory Council meetings had been sent out to City Council. Mr. Gage responded the agendas for any meetings that occurred will be sent out.

Councilman Hosmer asked if the City has met with any of the neighborhoods in an organized meeting. Mr. Gage responded the process is being discussed as there are meetings already in place between various City departments and neighborhoods.

Mayor McClure noted the Neighborhood Advisory Council, an entity of the City, met recently and was hosted by Mayor Pro Tem Simpson.

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

6.1. Council Bill 2023-100 (McGull) **ORDINANCE 6785**

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 acre of private property generally located at 3710 and 3742 East Cherry Street and approximately 0.1 acre of Greene County right-of-way generally located at the 600 block of South Hickory Avenue and referenced as Annexation A-3-2023, into the City of Springfield. (Staff recommends approval.) (By: Hickory Village 55 Plus, LLC and Greene County (public ROW); 3710 and 3742 East Cherry Street and 600 block South Hickory Avenue; A-3-2023.)

Council Bill 2023-100 (McGull) was approved by the following vote: Ayes: Hosmer, Hardinger, Carroll, Lee, Jenson, Horton, McGull, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

6.2. Council Bill 2023-101 (McGull) **ORDINANCE 6786**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.37 acres of property generally located at 3710 and 3742 East Cherry Street from Greene County R-3, Multi-family residence district, and City of Springfield R-SF, Single-family residential district, to R-LD, Low-density multifamily residential district; and adopting an updated Official Zoning Map. (By: Hickory Village 55 Plus, LLC; 3710 & 3742 E. Cherry Street; Z-7-2023.)

Council Bill 2023-101 (McGull) was approved by the following vote: Ayes: Hardinger, Carroll, Lee, Jenson, Horton, McGull, Simpson, Hosmer, and McClure. Nays: None. Absent: None. Abstain: None.

6.3. Council Bill 2023-102 (McGull) **ORDINANCE 6787**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 14.8 acres of property generally located at 2238, 2250, and 2316 East Catalpa Street from R-TH, Residential Townhouse District, to R-LD, Low-density Multifamily Residential District, with Conditional Overlay District No. 223; establishing Conditional Overlay District No. 223; and adopting an updated Official Zoning Map. (By: NGA Holdings, LLC; 2238, 2250, 2316 East Catalpa Street; Z-3-2023 w/COD No. 223.)

Councilman Lee recused himself from Council Bill 2023-102.

Councilwoman Horton asked if stormwater issues have been considered. Susan Istenes, Director of Planning and Development, responded. Ms. Istenes the conditions of approval were attached to the proposed to alleviate stormwater issues.

Councilman Hosmer asked if the issue of sidewalk installation or improvements were addressed. Ms. Istenes noted this project has a requirement to install sidewalks at the right-of-way that the proposed abuts.

Mayor Pro Tem Simpson confirmed the proposed was previously sent to the Planning and Zoning Commission for review of the stormwater issues. Ms. Istenes responded affirmatively and added the Planning and Zoning Commission vote was unanimous.

Council Bill 2023-102 (McGull) was approved by the following vote: Ayes: Carroll, McGull, Simpson, Hardinger, and McClure. Nays: Jenson, Horton, and Hosmer. Absent: Lee. Abstain: None.

6.4. Council Bill 2023-103 (Horton) **ORDINANCE 6788**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.20 acres of property generally located at 718 West Division Street from R-SF, Single-family residential district, to R-TH, Residential townhouse district, with Conditional Overlay District No. 227; establishing Conditional Overlay District No. 227; and adopting an updated Official Zoning Map. (By: Teyie Miychelle, LLC; 718 W. Division Street; Z-9-2023 w/COD #227.)

Council Bill 2023-103 (Horton) was approved by the following vote: Ayes: Lee, Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: None. Abstain: None.

6.5. Council Bill 2023-104 (McGull) **ORDINANCE 6789**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 9.45 acres of property generally located within the 2200 block of North Belcrest Avenue from HM, Heavy manufacturing district, with Conditional Overlay District No. 163 to HC, Highway commercial district, with Conditional Overlay District No. 226; establishing Conditional Overlay District No. 226; and adopting an updated Official Zoning Map. (By: SFC Real Estate LLC; 2202 N. Belcrest Avenue; Z-5-2023 w/COD #226.)

Councilman Lee recused himself from Council Bill 2023-104.

Council Bill 2023-104 (McGull) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. Abstain: None.

6.6. Council Bill 2023-105 (Carroll) **ORDINANCE 27834**

A special ordinance amending Special Ordinance 27775 to revise funding appropriated for continuing COVID-19 services; amending the budget for Fiscal Year 2022-2023 to reappropriate \$320,000 of the City's Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, from the Springfield-Greene County Health Department COVID-19 response fund to grant compliance assistance services; and authorizing the City Manager to enter into agreements with FORVIS, LLP, for the purpose of providing grant compliance services and subrecipient monitoring services for certain external entities receiving American Rescue Plan Act funds from or through the City to perform certain projects.

Council Bill 2023-105 (Carroll) was approved by the following vote: Ayes:Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, Jenson, and McClure. Nays: None. Absent: None. Abstain: None.

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

7.1. Council Bill 2023-111 (Simpson) RESOLUTION 10707

A resolution granting a Short-Term Rental Type 2 permit for the property located at 947 East Sunshine Street for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Land Development Code.

Susan Istenes, Director of Planning and Development, provided a brief overview of the proposed. Ms. Istenes noted the request is for a Short Term Rental Type 2. She added the required 55% of signatures from neighbors were not obtained. Ms. Istenes noted 20% of the signatures needed were obtained, and the necessary protest petitions were sent out.

Mayor Pro Tem Simpson asked if any protest signatures were received. Ms. Istenes responded there were none.

Councilman Hosmer asked if the applicant has to comply with the block face requirement. Ms. Istenes responded all applicants have to comply.

An opportunity was given for citizens to express their views.

Barbara Rae Hughes withdrew her request to speak.

Jessica Patterson, the owner, noted the one signature was obtained. Ms. Patterson added she asked for signatures, but was not able to obtain them.

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

Council Bill 2023-111 (Simpson) was approved by the following vote: Ayes: McGull, Simpson, Hardinger, Carroll, Lee, Jenson, Horton, and McClure. Nays: Hosmer. Absent: None. Abstain: None.

7.2. Council Bill 2023-112 (Hardinger) RESOLUTION 10708

A resolution authorizing the City Manager, or his designee, to apply for a Youth Homeless Demonstration Program Grant from the Department of Housing and Urban Development, in a minimum amount of \$600,000, for the purpose of developing and implementing a coordinated community plan to end youth homelessness.

Bob Atchley, Senior City Planner, provided a brief overview of the proposed. Mr. Atchley noted the proposed would allow the City to apply for a Youth Homelessness Demonstration Program Grant in partnership with Community Partnership of the Ozarks (CPO) on behalf of the Ozarks Alliance to End Homelessness to address homelessness in Greene, Christian, and Webster counties. He added the grant is not related to American Rescue Plan Act (ARPA) or Coronavirus Aid, Relief, and Economic Security Act (CARES) funding. It is a United States Department of Housing and Urban Development (HUD) competitive grant. If the application is accepted, HUD would provide experts to present a plan to address youth homelessness. HUD considers the number of youth in poverty and fair market rent data.

Mayor Pro Tem Simpson asked if any feedback was acted on since the last application. Mr. Atchley responded the Youth Leadership Advisory Board was strengthened and will be funded this year.

Councilwoman Horton asked if the grant funds would only be used to create a plan or if some of the funds would be used to enact recommendations made through the plan. Mr. Atchley responded the funds would be used for both the plan and the programming. He added the funding would be renewable. Councilwoman Horton asked if matching funds were required. Mr. Atchley responded matching funds are not a requirement.

Councilman Jenson asked how the program will be implemented. Mr. Atchley responded if the application is accepted, the City would receive a certain dollar amount and HUD would provide assistance with the created plan. Councilman Jenson asked if it is anticipated this would be incorporated into the Consolidated Plan. Mr. Atchley responded the proposed would be separate from the Consolidated Plan.

An opportunity was given for citizens to express their views.

Emily Fessler addressed City Council in support of the proposed. Ms. Fessler, a representative of Community Partnership of the Ozarks, noted the Homeless Youth Task Force represents several youth homelessness services. Ms. Fessler further noted the annual Point in Time count showed 65 youth in shelters. Ms. Fessler expressed her belief the number is much higher if unstably housed youth are accounted for. She added the grant would provide renewable funding to address the issue.

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

Council Bill 2023-112 (Hardinger) was approved by the following vote: Ayes: Simpson, Hosmer, Hardinger, Carroll, Lee, Jenson, Horton, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

7.3. Council Bill 2023-025 (Hosmer). The bill's sponsor requested that the bill be removed from the Plans and Policies Committee and presented to City Council pursuant to City Code Sec. 2-53. **FAILED**

A resolution initiating an administrative delay on the acceptance and processing of applications for demolition, new construction, re-platting of property, including lot combinations, conditional use permits, and rezoning for a period of two hundred ten (210) days from the date of passage of this Resolution for those properties which abut the Sunshine Street and National Avenue Corridor Area, to allow time to seek input from area residents, property owners, design professionals, and interested citizens regarding the Sunshine and National Corridor Plan and for staff to present a report to the Planning and Zoning Commission and City Council regarding the Sunshine Street and National Avenue Corridor Area, development constraints, and opportunities in this area.

Mayor McClure noted he has a family member with property in the area. He noted he holds no interest in the property.

Jason Gage, City Manager, noted Susan Istenes, Director of Planning and Development, would provide an overview and then give Councilman Hosmer an opportunity to speak to his proposal.

Susan Istenes, Director of Planning and Development, provided a brief overview of the proposed. Ms. Istenes noted the issue first came to City Council in January and was referred to the Plans and Policies Committee. She further noted an administrative delay would place a temporary halt on development, including permit issuance, consideration of rezonings, conditional use permits, redevelopment, etc. Ms. Istenes added there is an appeal process for minor construction, and the proposed delay would be for 210 days.

Councilman Hosmer noted there have been administrative delays used in neighborhoods in the past, including the Phelps Grove, Rountree, and Galloway neighborhoods. He asked what the administrative delay is used for. Ms. Istenes responded they are used to develop plans or make code changes and ensure the proposals are consistent with the City's Comprehensive Plan. Ms. Istenes noted there was an extensive discussion with the Planning and Zoning Commission regarding neighborhood plans versus corridor plans. The Planning and Zoning Commission recommendation was for a corridor plan. Councilman Hosmer asked if the developer had requested a delay. Ms. Istenes responded the developer asked the project be referred to the Planning and Zoning Commission so modifications can be made to the Conditional Overlay. Councilman Hosmer noted the staff report claims University Heights is a vital neighborhood. Ms. Istenes advocated for the Comprehensive Plan and timely code updates. Councilman Hosmer noted the Comprehensive Plan includes preserving existing neighborhoods.

Councilman Jenson asked what actions would be taken if the moratorium is passed. Ms. Istenes responded that planning resources have been utilized to update the code. She noted the work for a neighborhood plan may not be able to be done in house due to resource issues.

Jenson recognized the benefit of updated neighborhood plans. He acknowledged a need for a neighborhood plan that is in alignment with the Comprehensive Plan. He noted the budget, if approved, would provide for an additional full-time employee to work on codes.

Councilwoman Horton asked what happens to existing applications if the moratorium is approved. Ms. Lewsader responded the resolution prevents acceptance of new applications and does not apply to existing applications.

Anita Cotter, City Clerk, noted there are 11 speakers; accordingly, each speaker will be granted 3 minutes.

An opportunity was given for citizens to express their views.

Evelyn Mangan expressed support for the proposed. Ms. Mangan noted she is a resident of University Heights. She noted the Planning and Zoning Commission recommended an administrative delay. Ms. Mangan expressed there is a disconnect and the neighborhood has been given no details regarding what the development will entail. moratorium will allow time for informed decisions to be made that are consistent with the Comprehensive Plan.

Barbara Rae Hughes expressed support for the proposed. Ms. Hughes expressed her opinion there are flaws in the traffic study and the development would create a traffic problem for University Street. Ms. Hughes expressed her opinion not enough of the neighborhood voice has been heard regarding the proposed.

Don Dunbar expressed support. Mr. Dunbar noted the Planning and Zoning Commission discussed a neighborhood plan with a preferable corridor plan which would affect five neighborhoods. Councilman Hosmer held a meeting with five of the neighborhoods. He expressed his belief a moratorium would be a good idea to allow for more discussion.

Mark Fletcher expressed support that a moratorium would be appropriate to identify constraints in the corridor. Mr. Fletcher noted discussion should be held on deed restrictions and set-back restrictions.

Vicky Trippe expressed support. Ms. Trippe, a resident of Phelps Grove neighborhood, expressed her belief developments are allowed even if not beneficial to neighborhoods. She expressed her belief development can be costly in time and money if residents are not included in decisions. She expressed her belief a moratorium would give more time to discuss and create a plan.

Eddie Tims expressed support. Mr. Tims expressed his appreciation for the bill. He noted the neighborhoods are established and expressed his belief the City needs to reevaluate efforts to improve Springfield and include the north side.

David Trippe expressed support. Mr. Trippe noted a beneficial plan that was previously enacted in his neighborhood as an example of the City and neighborhoods working together. He expressed his belief the City and University Heights should communicate and come up with policies that are beneficial to all.

Glenn Green spoke in support of the proposed. He noted he is an attorney representing his parents who live in the neighborhood. He noted the single-family nature of the neighborhood. Mr. Green expressed his belief the neighborhood is vibrant and does not need change.

Lee Viorel spoke in support of the proposed. He expressed his belief there is a need for all voices to be heard. He noted there is a process in the Code that needs to be followed. Mr. Viorel expressed his belief there needs to be better attention paid to areas in which neighborhoods mesh with development.

Eric Pauly spoke in support of the proposed. Mr. Pauly expressed his support for thoughtful approach to neighborhoods. He noted the proposed would affect five neighborhoods.

Courtney Fletcher spoke in support of the proposed. Ms. Fletcher expressed her belief the development would destroy an established neighborhood. She expressed her belief the single-family neighborhood should be preserved.

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

Councilman Hosmer expressed his support for the proposed. He noted the previous moratoriums that have been granted to other neighborhoods. Councilman Hosmer expressed his belief there should be a plan prior to planning a development. He expressed his belief existing deed restrictions will eventually be upheld. He noted being in favor of preservation of good neighborhoods.

Mayor Pro Tem Simpson thanked all the speakers for coming out. He noted the ForwardSGF plan celebrated citizen engagement. He expressed his belief ForwardSGF should be the guiding document for these types of planning cases. Mayor Pro Tem Simpson noted other neighborhoods and business issues that planning is working on. He added if the deed

restrictions are upheld, that will be determinative of the plan.

Councilman McGull thanked the speakers for their input. He noted all citizens have a right to due process. Councilman McGull expressed the importance of following the process that is in place for issues within the City. He added that the proposed would circumvent the process that has been agreed upon.

Councilman Jenson asked for clarification on whether the proposed would affect the upcoming rezoning case for the property. Rhonda Lewsader, City Attorney, responded the proposed would not affect the current application for the upcoming rezoning case, but would affect any new application. Councilman Jenson asked if a homeowner would be able to obtain a building permit during the moratorium if they experienced an emergency. Ms. Lewsader responded there is an appeal process in the bill to address such situations. Councilman Jenson expressed his belief it is important to obtain input from all stakeholders.

Councilwoman Hardinger thanked all parties for taking time to express their concerns. She expressed her belief there is not clear guidance on the direction the City should take and that more time is needed.

Councilwoman Horton expressed her appreciation for being able to hear the neighborhood comments. She expressed her belief it is important to look at who may be disadvantaged by a decision.

Councilwoman Carroll asked if 210 days is the only option for an administrative delay. Ms. Lewsader responded the purpose of the delay is to allow time for staff to come to City Council with a corridor plan. She added staff felt this is the amount of time it would take for the plan to be completed.

Councilman Lee expressed his belief the guidance given on the matter is sufficient and does give good direction. He added the fundamental issue is that the neighbors want to preserve the homes, but the Comprehensive Plan reads that the corridor is not conducive to single-family homes.

Mayor McClure noted six and a half years ago, there was a proposal to put Grandfather's house on the property. This measure had strong neighborhood opposition. Mayor McClure noted nothing constructive has happened to date with the property. He expressed his belief there are exciting growth opportunities occurring in Springfield.

Council Bill 2023-025 (Hosmer) failed by the following vote: Ayes: Hosmer, Hardinger, Jenson, and Horton. Nays: Carroll, Lee, McGull, Simpson, and McClure. Absent: None. Abstain: None.

- 7.4. Council Bill 2023-125 (Hardinger). **This item was removed from Consent Agenda - One Reading Bills and became item 7.4 under Resolutions. RESOLUTION 10709**
A resolution confirming the appointment of Amanda Ohlensehlen to the Springfield Plaza Community Improvement District Board of Directors. (Staff and the Springfield Plaza Community Improvement District Board of Directors recommend approval.)

Councilman Lee recused himself from Council Bill 2023-125.

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

Council Bill 2023-125 (Hardinger). **This item was removed from Consent Agenda - One Reading Bills and became item 7.4 under Resolutions. RESOLUTION 10709** was approved by the following vote: Ayes: Hardinger, Carroll, Jenson, Horton, McGull, Simpson, Hosmer, and McClure. Nays: None. Absent: Lee. Abstain: None.

8. EMERGENCY BILLS. Citizens May Speak. May Be Voted On.

8.1. Council Bill 2023-113 (City Council) ORDINANCE 27839

A special ordinance calling an election to be held on August 8, 2023, in the City of Springfield, Missouri, to submit to the qualified voters a question as to whether to impose an additional sales tax of three percent on the retail sales of adult use marijuana; and declaring an emergency.

Rhonda Lewsader, City Attorney, provided a brief overview of the proposed. Ms. Lewsader noted in November 2022, Missouri voters approved Amendment 3 to the Missouri Constitution which made adult use of recreational marijuana legal. The amendment authorized local governments to enact up to 3% sales tax if approved by voters. City Council authorized calling an election on August 8, 2023, to bring the issue to voters. If approved, the tax would be used for public safety, mental health services, housing, and substance-abuse services.

An opportunity was given for citizens to express their views.

Alice Barber, a representative of Springfield Tenants Unite, spoke in support of the proposed. Ms. Barber thanked City Council for including housing on the ballot. She noted a study by McFarland Consultants that showed that one-third of households pay one-third of their income for rent and 17% pay more than half of their income for rent. The study also showed providing affordable and stable housing aids in prevention of homelessness.

Darlene Steele spoke in support of the proposed. Ms. Steele expressed her appreciation for housing being placed in the ballot language. She expressed her belief housing is one of the major issues in the city. Ms. Steele noted the need for short-term and permanent housing.

Mayor Pro Tem Simpson expressed his support for the proposed. He noted public safety and housing were the two top priorities recommended in an ARPA funding survey. He expressed his belief it is important to invest in these priorities.

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

Councilman McGull expressed his support for the proposed. He thanked Councilman Hosmer for pushing the issue forward.

Councilwoman Horton expressed her belief the ARPA funding allocations were heavy on public safety and that housing and shelter should be adopted and remain a City Council priority.

Councilman Jenson asked what the process would be for allocation of the resources if the measure is successful. Mr. Gage noted the issue would be discussed with City Council to determine the best use of the funds if approved by the voters.

Council Bill 2023-113 (City Council) was approved by the following vote: Ayes: Carroll, Lee, Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, and McClure. Nays: None. Absent: None. Abstain: None.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

Citizens May Speak. May Be Voted On.

10.1. Council Bill 2023-115 (Carroll) ORDINANCE 27840

A special ordinance authorizing the City Manager or his designee to accept pass through State American Rescue Plan Act Water Infrastructure Community Grant Program Funds, in the amount of \$289,037, from the Missouri Department of Natural Resources to support construction of the Jordan Creek Regional Detention Basin B6 Project, to enter into an agreement with Missouri Department of Natural Resources for acceptance and use of those funds, and to exercise any and all powers to obtain such funding and carry out the identified activities; amending the budget of the Department of Public Works for Fiscal Year 2022-2023 in the amount of \$289,037 to appropriate the Water Infrastructure Community Grant Funds; and declaring this council bill qualifies for approval in one reading.

Kirkland Preston, Professional Engineer, provided a brief overview of the proposed. Mr. Preston noted the proposed would allow for grant funds to be accepted through the State American Rescue Plan Act Water Infrastructure Community Grant Program and from the Missouri Department of Natural Resources to construct the Jordan Creek Regional Detention Basin to help mitigate flooding.

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

Council Bill 2023-115 (Carroll) was approved by the following vote: Ayes: Lee, Jenson, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Horton. Abstain: None.

10.2. Council Bill 2023-116 (Horton) ORDINANCE 27841

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Missouri Department of Economic Development for the purpose of accepting federal American Rescue Plan Act grant funds to support construction of the Renew Jordan Creek – Main to Boonville Project, and to exercise any and all powers necessary to obtain such funding and carry out the identified activities; amending the budget of the City of Springfield for Fiscal Year 2022-2023 in the amount of \$3,749,711; and declaring that this bill qualifies for approval in one reading.

Amanda Ohlensehlen, Director of Economic Vitality, provided a brief overview of the proposed. Ms. Ohlensehlen noted the proposed would allow acceptance of American Rescue Plan Act federal grant funds to be used for construction of the Renew Jordan Creek – Main to Boonville Project. The grant funds would amend the budget in the amount of \$3,749,711. She added the project will be a catalyst for economic activity downtown. The funds will be used for greenspace, trails, and recreational amenities. The award is the maximum amount that can be awarded. The program requires a 50% local match which will be funded by the ¼ cent Capital Improvement Sales Tax and Level Property Tax Funds.

Mayor McClure expressed his appreciation for the project.

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

Council Bill 2023-116 (Horton) was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, and McClure. Nays: None. Absent: None. Abstain: None.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

12.1. Council Bill 2023-117 (Horton) It is anticipated that City Council will vote on this bill at the June 5, 2023, City Council Meeting.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 4.8 acres of property generally located at 2323 West Grand Street from O-1, Office district, to GI, Government and institutional use district; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Lakeland Hospital Acquisition; 2323 West Grand Street; Z-10-2023.)

Susan Istenes, Director of Planning and Development, provided a brief overview of the proposed. Ms. Istenes noted the proposed would allow 4.8 acres at 2323 West Grand Street to be rezoned from Office District to Government and Institutional District. The property is currently a residential treatment center.

Councilman Hosmer asked what facility is currently at the location. Ms. Istenes noted a residential treatment center. Councilwoman Horton noted the location is Lakeland Residential Youth Treatment Center.

An opportunity was given for citizens to express their views.

Nate Duncan spoke in support of the proposed. He was available to answer any questions if necessary.

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

12.2. Council Bill 2023-118 (Simpson) It is anticipated that City Council will vote on this bill at the June 5, 2023, City Council Meeting.

A special ordinance approving the final development plan of Planned Development District No. 379, generally located at 1616 East Bradford Parkway and 3811 and 3813 South Weller Avenue. (Planning and Zoning Commission and Staff recommend approval.) (By: EWR Springfield Cambium LLC; 1616 East Bradford Parkway and 3811 South Weller Street; Final Development Plan – Planned Development 379.)

Susan Istenes, Director of Planning and Development, provided a brief overview of the proposed. Ms. Istenes noted the proposed is for a final approval for a previously approved planned development. Ms. Istenes further noted the applicant proposed to remove a footbridge which was in the approved plan. The removal of the footbridge would require approval by the Army Corps of Engineers.

An opportunity was given for citizens to express their views.

Harlan Hill spoke in support of the proposed. Mr. Hill, a representative of the developer, noted staff and the Planning and Zoning Commission recommended approval. Mr. Hill added the removal of the bridge needing approval from the Army Corps of Engineers has created a delay. He asked City Council to allow the bridge to not be a condition for receiving a building permit.

Mayor McClure asked what the anticipated timeframe would be to get an answer for the Army Corps. Mr. Hill responded the first answer took six months, and jurisdiction may be an issue. There are no definitive deadlines.

Mayor Pro Tem Simpson asked if amenities would be added the the new property. Mr. Hill responded affirmatively. The developers do intend to construct the footbridge at some time in the future.

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

12.3. Council Bill 2023-119 (Hardinger) This item was referred to the Planning and Zoning Commission.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.6 acres of property generally located at 1739, 1745, and 1755 South National Avenue, 1138 East University Street, and 1111, 1119, 1133, and 1141 East Sunshine Street from R-SF, Single-family residential district, to GR, General retail district, with Conditional Overlay District No. 220; establishing Conditional Overlay District No. 220; and adopting an updated Official Zoning Map. (Staff recommends approval. Planning and Zoning Commission recommends denial.) (By: BK&M, LLC; 1739, 1745, and 1755 S. National Avenue and 1138 E. University Street and 1111, 1119, 1133, and 1141 E. Sunshine Street; Z-27-2022 w/COD No. 220.)

Mayor Pro Tem Simpson recused himself from Council Bill 2023-119 and left the dais.

Mayor McClure noted he has a family member that owns property in the University Heights neighborhood. He added he has no financial or other interest in the property.

Councilman McGull moved to refer Council Bill 2023-119 to the Planning and Zoning Commission. Councilman Lee seconded the motion.

Councilman Hosmer asked if the developer was in attendance. He asked what the purpose would be for referring the issue. A representative for the developer responded there are amendments the developer would like to make to the buffer yard and the building height to address previously raised issues. Councilman Hosmer asked if the plans were shared with City staff. The representative responded she believed so.

Councilman Hosmer asked if it is known what the plans are. Susan Istenes, Director of Planning and Development, responded she received written notification of the desired changes. Councilman Hosmer asked how long it would take for the issue to go back to the Planning and Zoning Commission. Ms. Istenes responded possibly one meeting. Councilman Hosmer asked if staff had discussions with the developer. Ms. Istenes responded they had a brief phone conversation which was followed up with an email. They had met with the

developer approximately three to four times.

Councilwoman Horton asked if the expectation is that the changes will be accepted by the Planning and Zoning Commission. The representative for the developer responded she believed so. Councilwoman Horton expressed her belief the projected changes would not be approved.

Councilman Jenson expressed his belief the public hearing should be held to allow citizens to speak.

Councilman Lee asked the developer's representative if they would meet with the neighborhood. She responded she was unsure. Councilman Lee expressed his opinion the developer should meet with the neighborhood again.

Councilman Hosmer moved to refer the bill to the Plans and Policies Committee. The motion died for lack of a second. Councilman Hosmer moved to refer the bill to the Community Involvement Committee. The motion died for lack of a second.

Councilwoman Carroll expressed her belief the height of the building and the buffer were important issues for the neighborhood and encouraged the developer to meet with the neighbors again.

Councilwoman Horton expressed her belief the neighbors are divided, and a good compromise would be a good site plan as a planned development.

Councilman McGull expressed his belief the City should follow the process and refer the issue to the Planning and Zoning Commission. He further expressed his belief that the worst thing that could happen is for the property to be vacant.

Councilman Jenson noted he is not opposed to referring the issue but is opposed to not hearing the citizens.

Councilman Hosmer expressed his belief the process has been followed, and in the process, the Planning and Zoning Commission voted against the proposed.

Councilman McGull moved Council Bill 2023-119 be referred to the Planning and Zoning Commission. Councilman Lee seconded the motion, and it was approved by the following vote: Ayes: McGull, Hardinger, Carroll, Lee, and McClure. Nays: Horton, Hosmer, and Jenson. Absent: Simpson. Abstain: None.

Mayor Pro Tem Simpson returned to the dais.

13. FIRST READING BILLS. It is anticipated that City Council will vote on these bills at the June 5, 2023, City Council Meeting.

Citizens May Speak. Not Anticipated To Be Voted On.

13.1. Council Bill 2023-121 (Hosmer)

A special ordinance setting a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies, for the Fiscal Year beginning July 1, 2023, and ending June 30, 2024; and declaring an emergency.

David Holtmann, Director of Finance, provided a brief overview of the proposed. Mr. Holtmann noted the proposed would set a preliminary tax levy for Fiscal Year 2023-24. He further noted a tax levy must be set each year in conjunction with the budget. The estimated 2023 valuation was \$3,637,103,339 with a 2024 estimated revenue of \$24,367,289. The proposed tax levy was \$0.6200 (per \$100). Mr. Holtmann added the tax levy is specific to the Art Museum, public parks, public health, and municipal purposes, with much of the revenue needed for these programs coming from the tax levy.

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

13.2. Council Bill 2023-120 (Carroll)

A special ordinance adopting a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2023, and ending June 30, 2024; providing that certain amounts shown in the budget document are appropriated for the various departments specified in said budget; and declaring an emergency.

David Holtmann, Director of Finance, provided a brief overview of the proposed. Mr. Holtmann noted there were a series of workshops to discuss the budget. He added the budget discussions began in December of 2022. Each budget must be submitted to City Council with an explanatory message. The City Charter states in no event shall the proposed expenditures exceed the estimated income of the City. He noted the budget is a zero sum balanced budget. Mr. Holtmann provided an overview of the total budget. Priorities included employee retention and recruitment, public safety, fiscal sustainability, and quality of place. He noted the City has a light debt load and maintained an Aa1 bond rating. He further noted the allocation of American Rescue Plan Act funding was brought to City Council separately from the budget. Mr. Holtmann noted the .01% budgeted growth is conservative. The overall FY24 budget is approximately 11% over FY23. He added 62% of new General Fund revenues are for pay plan improvements. Adjustments have been made for maintenance and improvements to high-priority municipal facilities.

Mr. Holtmann noted the non-general fund highlights include a remodel of the Airport's General Aviation Terminal, staffing for Emergency Communications, work toward meeting the obligations of the Second Amended Consent Judgement for Environmental Services, and an anticipated return to normal operations for the Springfield-Greene County Health Department. He added the Parks Department is expected to finish FY2023 better than anticipated, Risk Management included necessary increases to fully fund the new rate structure recommended to have a healthy fund balance reserve, Workforce Development will seek additional funding sources. The Level Property Tax life-cycle replacement plan and bond #1 and #2 projects will proceed as expected.

Councilman McGull asked for the last ten years of expenses for the budget. Mr. Holtmann responded he will provide the information.

Councilman Hosmer asked if hiring of an employee for recruitment of Police Officers will be included. Mr. Holtmann responded this will be discussed with Human Resources to evaluate recruitment going forward.

Councilwoman Horton asked what the carry-over amount is and what these funds can be used for. Mr. Holtmann responded the carry-over will not be established until the fall after FY23 is closed out.

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

13.3. Council Bill 2023-122 (Lee)

A special ordinance amending the General Fund budget for the Fire Department of the City of Springfield, Missouri, for Fiscal Year 2022-2023, in the amount of \$245,000 to appropriate a portion of the General Fund carryover funds to complete a Fire Department facility renovation project previously approved for Fiscal Year 2022-2023.

David Holtmann, Director of Finance, provided a brief overview of the proposed.

Mr. Holtmann noted the general fund budget amendment will allow \$245,000 of carry over funds to be used to complete a Fire Station #6 renovation.

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

13.4. Council Bill 2023-123 (Hosmer)

A special ordinance amending the Park Board's Fiscal Year 2022-2023 operating budget by increasing both revenue and expenses in the amount of \$1,900,000 to allocate \$1,300,000 of revenue and associated offsetting expense items from Parks 2001 and 2006 Sales Tax Funds, \$250,000 within the Parks General Fund, \$80,000 in reimbursements from insurance claims, and \$270,000 of revenue and associated expense items within the Golf Fund, respectively.

Jerry Mitchell, Superintendent of Parks Business Operations, provided a brief overview of the proposed. Mr. Mitchell noted the proposed would allow additional revenue to be utilized to offset expenditures for the Parks Department.

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

13.5. Council Bill 2023-124 (Lee)

A special ordinance approving the amended bylaws of the Art Museum Board of the City of Springfield, Missouri.

Nick Nelson, Art Museum Director, provided a brief overview of the proposed. Mr. Nelson noted the proposed would allow the amendments to the Art Museum Board by-laws to be accepted. He added some amendments include restructuring of committees and videoconferencing.

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

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

14.1. David Buelow wishes to address City Council. **DID NOT APPEAR**

14.2. David Sanzone wishes to address City Council. **WITHDREW**

14.3. Clay Holmes wishes to address City Council. **APPEARED**

Clay Holmes addressed City Council. Mr. Holmes expressed his belief that City Council needs to address anti-discrimination. He noted that LGBTQ individuals should be protected against discrimination and there should be liberty and justice for all.

14.4. Mark Fletcher wishes to address City Council. **DID NOT APPEAR**

14.5. Donna Hemann wishes to address City Council. **APPEARED**

Donna Hemann addressed City Council. Ms. Hemann thanked City Council for their service to the community. Ms. Hemann expressed her belief the change in the proposed height of the building and the change to the type of wall and buffer yard were not substantive changes and did not warrant enough change to refer the proposed to the Planning and Zoning Commission. She expressed her belief the process costs taxpayers and has taken a toll on the well-being of neighborhood residents.

15. NEW BUSINESS.

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

16. UNFINISHED BUSINESS.

17. MISCELLANEOUS.

18. CONSENT AGENDA – FIRST READING BILLS.

19. CONSENT AGENDA – ONE READING BILLS. See Item #3. Item 19.1, Council Bill 2023-125, was removed from Consent Agenda One Reading Bills and became item 7.4 under Resolutions.

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

20.1. Council Bill 2023-106 (McGull) **ORDINANCE 27835**

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Perimeter Health Subdivision, generally located at 2828 North National Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance.

Council Bill 2023-106 (McGull) **ORDINANCE 27835** was approved by the following vote:
Ayes: Simpson, Hosmer, Hardinger, Carroll, Lee, Jenson, Horton, McGull, and McClure.
Nays: None. Absent: None. Abstain: None.

20.2. Council Bill 2023-107 (Hosmer) **ORDINANCE 27836**

A special ordinance amending the budget of the Springfield Fire Department Fiscal Year 2022-2023 in the amount of \$30,000 to appropriate funds from the Fire Training Program Fund for expenses associated with the Fire Department Pre-Apprentice training program.

Council Bill 2023-107 (Hosmer) **ORDINANCE 27836** was approved by the following vote: Ayes: Simpson, Hosmer, Hardinger, Carroll, Lee, Jenson, Horton, McGull, Simpson, and McClure. Nays: None. Absent: None. Abstain: None.

20.3. Council Bill 2023-108 (Lee) **ORDINANCE 27837**

A special ordinance authorizing the General Manager of City Utilities to enter into an agreement with Bank of America, N.A. to provide depository and related banking services to City Utilities of Springfield, Missouri.

Council Bill 2023-108 (Lee) **ORDINANCE 27837** was approved by the following vote: Ayes: Simpson, Hosmer, Hardinger, Carroll, Lee, Jenson, Horton, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

20.4. Council Bill 2023-109 (Hardinger) **ORDINANCE 27838**

A special ordinance authorizing the General Manager of City Utilities to enter into an agreement with Central Bank to provide safekeeping services to City Utilities of Springfield, Missouri.

Council Bill 2023-109 (Hardinger) **ORDINANCE 27838** was approved by the following vote: Ayes: Simpson, Hosmer, Hardinger, Carroll, Lee, Jenson, Horton, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

20.5. Confirm the following appointment to the Airport Board: Monte McNew with term to expire June 1, 2026. **CONFIRMED**

20.6. Confirm the following reappointments to the Airport Board: Jamie Holstein and Dr. Andrea Weber with terms to expire June 1, 2026. **CONFIRMED**

21. END OF CONSENT AGENDA.

22. ADJOURN.

Mayor Pro Tem Simpson moved to adjourn. Councilwoman Horton seconded the motion, and it was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hardinger, Carroll, Lee, and McClure. Nays: Hosmer. Absent: None. Abstain: None.

EXPLANATION TO COUNCIL BILL 2023-117 (HORTON)

FILED: 05/24/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 4.8 acres of property generally located at 2323 West Grand Street from O-1, Office district, to GI, Government and institutional use district; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Lakeland Hospital Acquisition; 2323 West Grand Street; Z-10-2023.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 4.8 acres of property generally located at 2323 West Grand Street from O-1, Office district to GI, Government and institutional use district. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-10-2023

The applicant is requesting to rezone approximately 4.8 acres of property generally located at 2323 West Grand Street from O-1, Office district to GI, Government, and institutional use district.

REMARKS: The Planning and Zoning Commission held a public hearing on April 20, 2023, and recommended to approve, by a vote of 8 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 applicant is requesting to rezone approximately 4.8 acres of property generally located at 2323 West Grand Street from O-1, Office district to GI, Government, and institutional use district. The applicant intends to continue operation of the existing residential treatment facility. During the business permit review, City staff recognized that the applicant's use of the property was not permitted by the O-1 zoning district. This application will bring the existing use into compliance with the GI zoning district.
2. The Comprehensive Plan's Land Use & Development chapter identifies the subject property as the Mixed Residential placetype. The Mixed Residential placetype contains primarily higher density single-family attached and multi-family residential dwellings. This includes townhomes, rowhomes, duplexes, apartments, student housing, and single-family detached homes that have been

converted into multiunit dwellings. Residential uses are supported by key cultural and institutional centers, such as schools and places of worship. Housing for university and college students, young professionals looking for housing close to work, and seniors desiring to downsize are prioritized within this placetype. Mixed Residential placetypes near the Downtown and city corridors help generate activity and increase access to local shoppers, while providing high-quality, affordable housing options. Mixed Residential developments are prioritized and supported in locations adjacent to major employment centers, activity centers, healthcare facilities, higher education facilities, schools, major parks, greenways, recreational facilities, and existing city corridors in need of an expanded customer-base and reinvestment.

3. Although the subject property is within the Mixed Residential placetype, this placetype identifies government, healthcare, and institutional facilities as supporting land uses within this category. The existing residential treatment facility could be considered an “institutional use.”
4. The subject property is located along Grand Street and Park Avenue, classified as a Primary Arterial and Collector roadways, respectively.
5. The subject property has access to City Utilities' infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.
6. There are few known changing conditions in the area affected that make the proposed rezoning necessary.
7. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned;
8. The impact of the uses, which would be permitted if the property were rezoned, will not significantly increase the volume of vehicular and pedestrian traffic, or reduce traffic safety in the vicinity.
9. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.
10. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Mixed Residential Placetype and on the finding of facts above.

Submitted By: Michael Sparlin, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. Z-10-2023_ord
2. Z-10-2023_Exh A



3. Z-10-2023_Exh B
4. Z-10-2023_Exh C

One-rdg. _____
P. Hrngs. X
Pgs. 19
Filed: 05-16-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-117

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 4.8 acres of property generally located at 2323 West Grand Street
4 from O-1, Office district, to GI, Government and institutional use
5 district; and adopting an updated Official Zoning Map. (Staff and
6 Planning and Zoning Commission recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 2323 West Grand Street from O-1, Office district, to GI,
11 Government and institutional use district; and
12

13 WHEREAS, following proper notice, the Planning and Zoning Commission held a
14 public hearing on April 20, 2023, a copy of the Record of Proceedings from said public
15 hearing being attached hereto and incorporated herein by this reference as "Exhibit B,"
16 and said Commission made its recommendation; and
17

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

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

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

28 Section 1 – The property described in "Exhibit A," which is attached hereto and
29 incorporated herein by this reference, is hereby rezoned from O-1, Office District, to GI,
30 Government and institutional use 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 Approved as to form: Jill Burris, Assistant City Attorney

56
57
58 Approved for Council action: Jason A. Hays, City Manager
59

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-10-2023

BEGINNING AT A POINT ON THE NORTH LINE OF GRAND STREET THAT IS NORTH 90°00'00" EAST A DISTANCE OF 834.44 FEET AND NORTH 00°00'58" EAST A DISTANCE OF 30.00 FEET OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE¼) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION TWENTY-TWO (22), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22), IN SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE NORTH 00°00'58" EAST A DISTANCE OF 581.92 FEET TO THE SOUTH LINE OF "GRAND ACRES VILLAGE FIRST ADDITION", A SUBDIVISION IN SAID SPRINGFIELD; THENCE SOUTH 89°59'12" EAST, ALONG SAID SOUTH LINE A DISTANCE OF 362.32 FEET TO THE WEST LINE OF PARK AVENUE; THENCE SOUTH 00°01'35" EAST ALONG SAID WEST LINE, A DISTANCE OF 581.83 FEET TO SAID NORTH LINE OF GRAND STREET; THENCE SOUTH 90°00'00" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 362.75 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

RECORD OF PROCEEDINGS
ZONING CASE Z-10-2023

Planning and Zoning Commission – April 20, 2023

Z-10-2023

2323 West Grand Street

Applicant: Lakeland Hospital Acquisition

Mr. Sparlin stated that this is a request to rezone approximately 4.8 acres of property generally located at 2323 West Grand Street from O-1, Office district to GI, Government, and institutional use district. Staff recommends approval.

Mr. Knuckles asked what the current use is, and Mr. Sparlin noted it is a residential treatment facility and owned by Lakeland Hospital and fits as hospital use and adjusting the zoning to comply with the existing use.

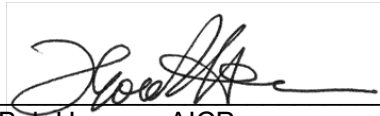
Mr. Jobe opened the public hearing.

Mr. Damon Longworth, 440 S. Market Avenue, noting that they are not going to change the use and here to answer any questions.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Z-10-2023 (2323 West Grand Street). Mr. Pauly seconded the motion. Ayes: Jobe, Broekhoven, Colony, Knuckles, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Lebeck.



Bob Hosmer, AICP
Planning Manager

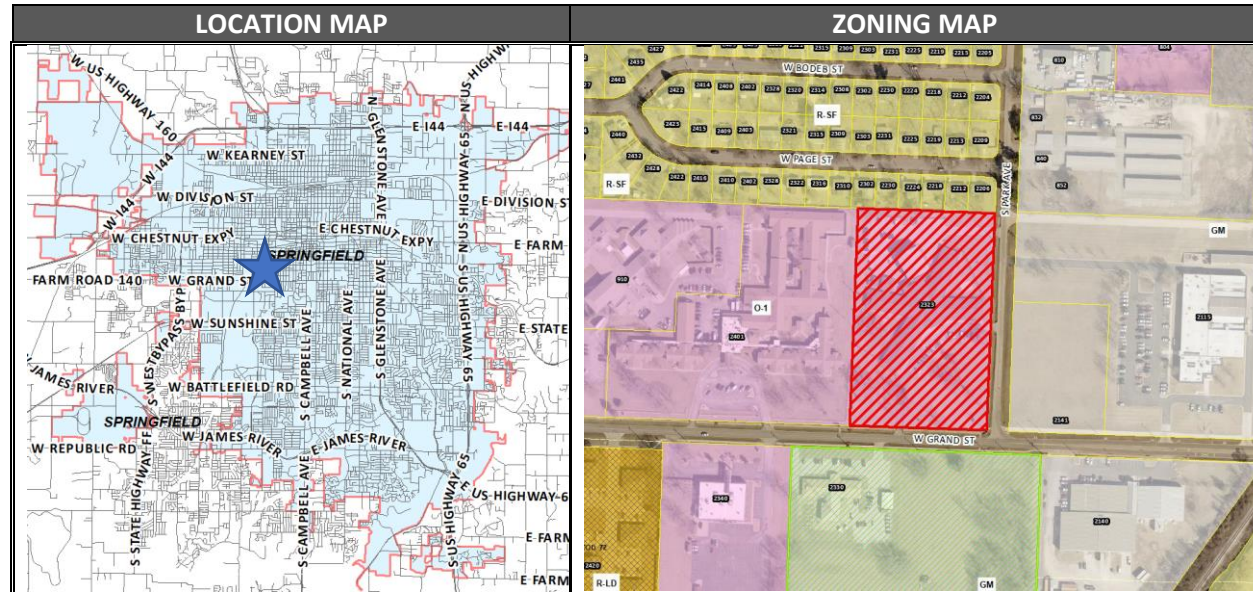
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-10-2023
Location:	2323 West Grand Street
Total Acres:	4.8 acres
Applicant:	Lakeland Hospital Acquisition
Existing Land Use:	Residential Treatment Facility
Neighborhood Meeting:	March 15, 2023
Planning and Zoning Commission:	April 20, 2023
City Council:	May 22, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Michael Sparlin, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	Move to approve as submitted in the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

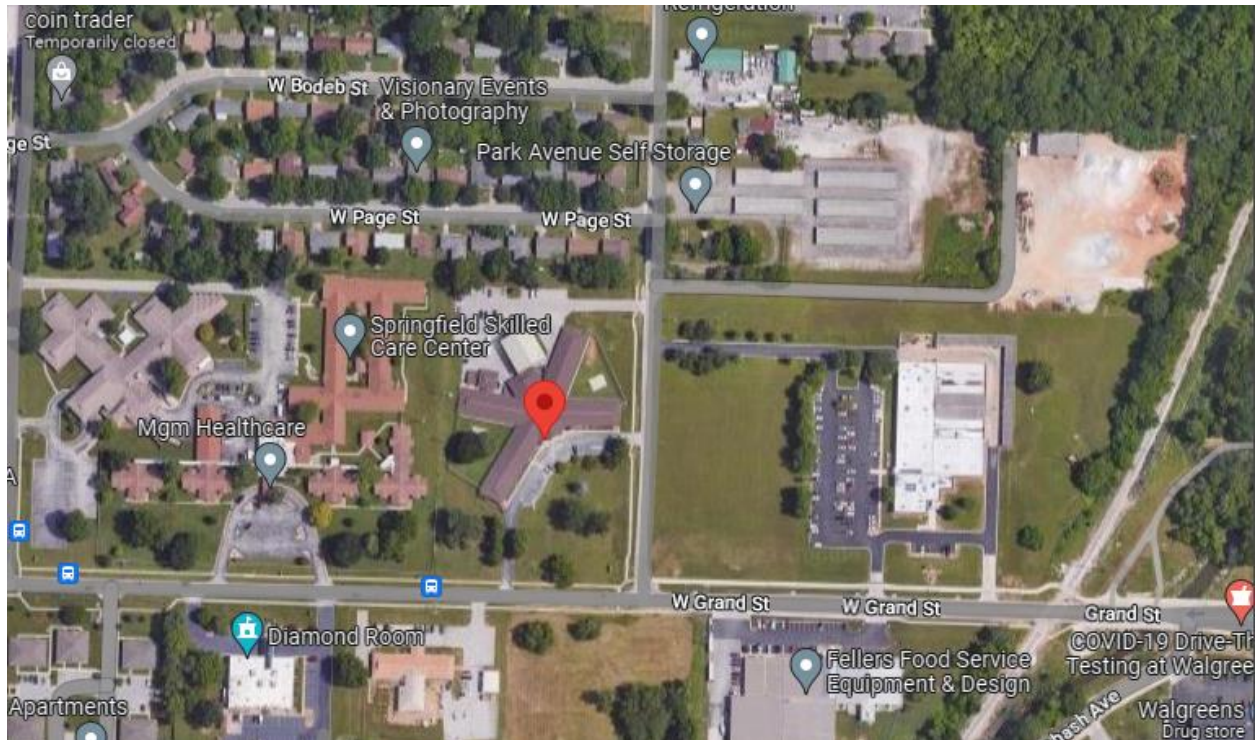
PROJECT SUMMARY:

Request to rezone approximately 4.8 acres of property generally located at 2323 West Grand Street from O-1, Office district to GI, Government and institutional use district.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property was rezoned to O-1, Office district in the city-wide remapping in 1995.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

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

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GI
Use Limitations	(a)No landfill activities shall occur within 1,000 feet of a residential district. (b)All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (c)No use shall emit an odor than creates a nuisance as determined by chapter 2A, article X, Springfield City Code. (d)Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
Maximum Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Minimum Open Space	20 percent
Buffering and Landscaping	A bufferyard type D is required along the north property line. A landscape plan meeting the requirements of sections 36-482, landscaping and bufferyards, and 36-483.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

DEVELOPMENT REVIEW STAFF REPORT

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Mixed Residential placetype. The Mixed Residential placetype contains primarily higher density single-family attached and multi-family residential dwellings. This includes townhomes, rowhomes, duplexes, apartments, student housing, and single-family detached homes that have been converted into multiunit dwellings. Residential uses are supported by key cultural and institutional centers, such as schools and places of worship. Housing for university and college students, young professionals looking for housing close to work, and seniors desiring to downsize are prioritized within this placetype.

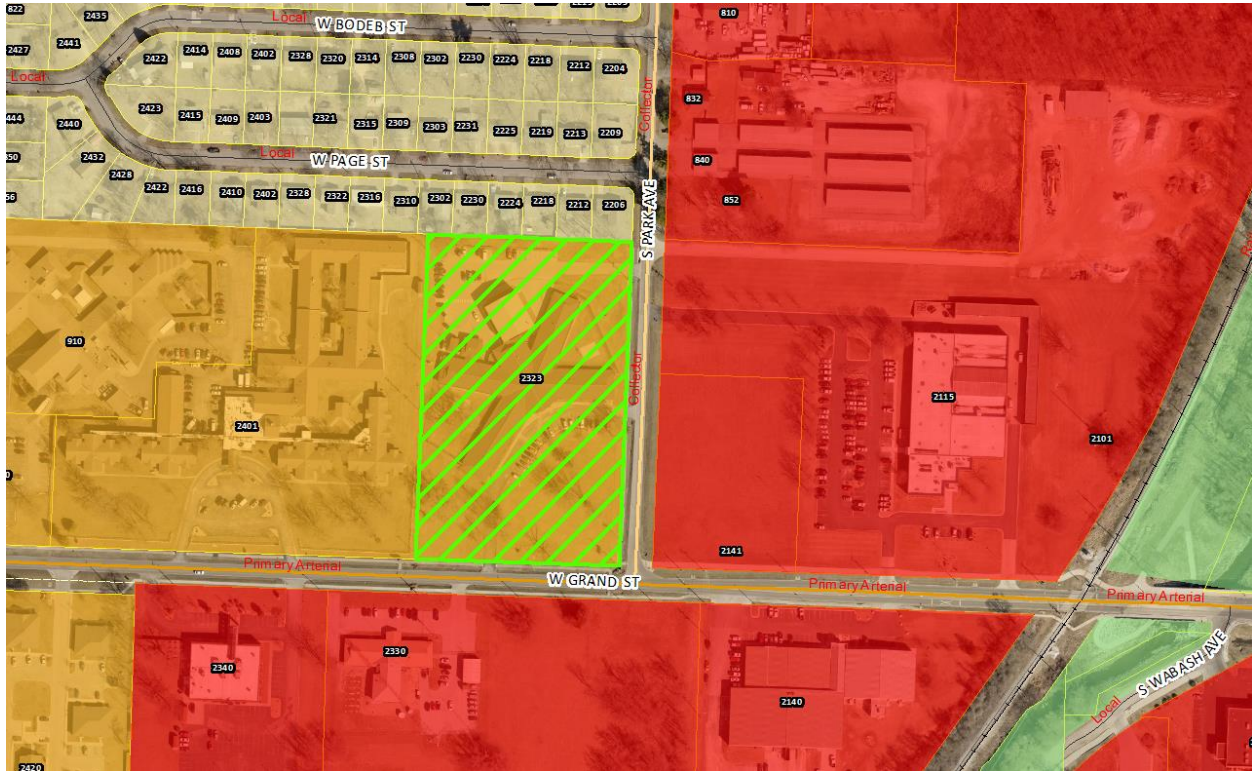
Mixed Residential placetypes near the Downtown and city corridors help generate activity and increase access to local shoppers, while providing high-quality, affordable housing options. Mixed Residential developments are prioritized and supported in locations adjacent to major employment centers, activity centers, healthcare facilities, higher education facilities, schools, major parks, greenways, recreational facilities, and existing city corridors in need of an expanded customer-base and reinvestment.

The *Land Use and Development* recommends a “step-down approach should be used to create a gradual transition where more intense housing types and dissimilar uses converge along the edges of the neighborhood.” The subject property is located on the edge of a neighborhood in an area where manufacturing and single-family land uses and zoning converge.

The Mixed Residential placetype identifies, government, healthcare, and institutional facilities as supporting land uses within this category.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES													
	Single Family Detached	Single Family Attached	Multi-Family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Maker, Artisan & Innovation Spaces	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry
Residential Neighborhood	●	○	◇	○	○	○	○	○	○	○	○	○	○	○
Mixed Residential	●	●	○	○	○	○	○	○	○	○	○	○	○	○
Downtown	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation	○	○	○	○	○	○	○	○	○	○	○	○	○	○

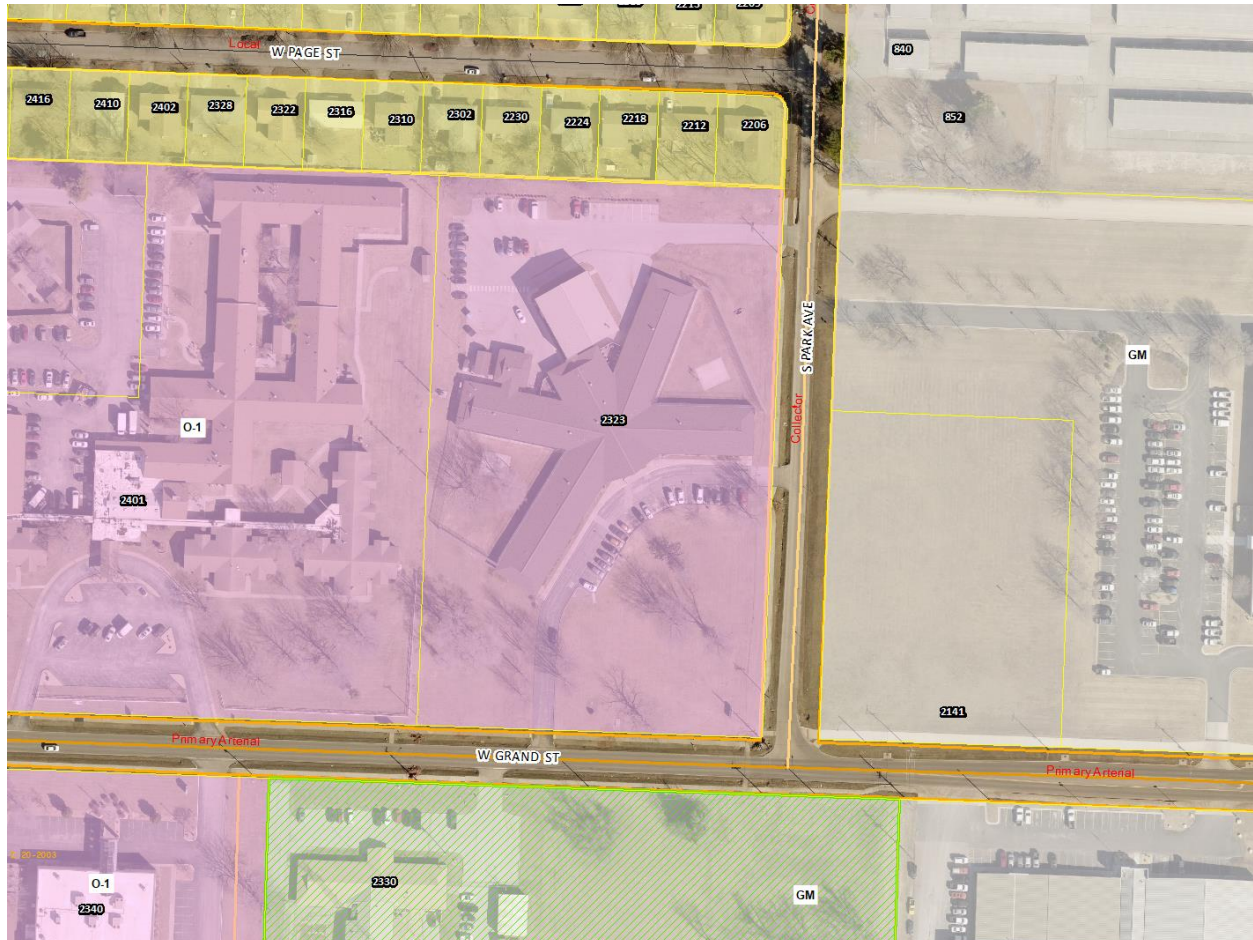
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	GM	GM	O-1
LAND USE	Single-family residences	Radio stations and office	City Utilities Meter & Service Center	Nursing home
PLACETYPES	Traditional Neighborhood	City Corridor	City Corridor	Mixed Residential

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with the proposed planned development.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to rezoning. The property is currently connected to public sewer.

FIRE DEPARTMENT:

No objections to rezoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Grand Street as a Primary Arterial roadway and S. Park Avenue as a Collector roadway. The standard right-of-way width from the centerline of W. Grand Street is 50 feet and from the centerline of S. Park Avenue is 30 feet. It appears that additional right-of-way is needed along W. Grand Street and no additional right-of-way is needed along S. Park Avenue. A survey is recommended to determine the exact amount of existing right-of-way. W. Grand Street and S. Park Avenue are city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for W. Grand Street and S. Park Avenue. On-street parking is not allowed along W. Grand Street and S. Park Avenue.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from W. Grand Street and two driveway access points onto the property from S. Park Avenue. No additional access points will be allowed to the property.

SIDEWALK

There are existing sidewalks along the property frontage of W. Grand Street and S. Park Avenue.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There is one bus stop along W. Grand Street near this property.

IMPROVEMENTS

No improvements are required for this rezoning. A Traffic Impact Study is not required.

DEVELOPMENT REVIEW STAFF REPORT

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Grand Street	Primary Arterial	No	30	50
Street 2	S. Park Avenue	Collector	No	30	30

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

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

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

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

Detention Requirements:

1. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. In accordance with the City of Springfield Code and the manual, if the additional impervious is minimal then a fee in lieu of detention may be allowed per the Director of Public Works.
 - a. The site has existing stormwater detention from project, PRJ2016-00309, the gym addition. Any future impervious area added will need to expand the detention.
2. City of Springfield only allows three acceptable methods of discharge for stormwater if a property has been modified to increase the amount, location, or character of discharge per Chapter 2 Sec 4.1.4.
 - a. To a Public Right-of-way (1); a recorded drainage easement, continuing to a public right-of-way or public drainage system (2); or a certified natural watercourse (3)

DEVELOPMENT REVIEW STAFF REPORT

- b. If none of the three options are available then the development must be modified so that the amount, location, or character of discharge is not changed, or a downstream easement must be obtained.

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. No water quality stormwater control measures are existing onsite. Future development or redevelopment over 1 acre will require water quality features.

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.

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 4.8 acres of property generally located at 2323 West Grand Street from O-1, Office district to GI, Government and institutional use district. The applicant intends to continue operation of the existing residential treatment facility. During the business permit review, City staff recognized that the applicant's use of the property was not permitted by the O-1 zoning district. This application will bring the existing use into compliance with the GI zoning district.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Mixed Residential placetype. The Mixed Residential placetype contains primarily higher density single-family attached and multi-family residential dwellings. This includes townhomes, rowhomes, duplexes, apartments, student housing, and single-family detached homes that have been converted into multi-unit dwellings. Residential uses are supported by key cultural and institutional centers, such as schools and places of worship. Housing for university and college students, young professionals looking for housing close to work, and seniors desiring to downsize are prioritized within this placetype. Mixed Residential placetypes near the Downtown and city corridors help generate activity and increase access to local shoppers, while providing high-quality, affordable housing options. Mixed Residential developments are prioritized and supported in locations adjacent to major employment centers, activity centers, healthcare facilities, higher education facilities, schools, major parks, greenways, recreational facilities, and existing city corridors in need of an expanded customer-base and reinvestment.
3. Although the subject property is within the Mixed Residential placetype, this placetype identifies government, healthcare, and institutional facilities as supporting land uses within this category. The existing residential treatment facility could be considered an "institutional use."
4. The subject property is located along Grand Street and Park Avenue, classified as a Primary Arterial and Collector roadways, respectively.
5. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.
6. There are few known changing conditions in the area affected that make the proposed rezoning necessary.
7. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned;
8. The impact the uses, which would be permitted if the property were rezoned, will not significantly increase the volume of vehicular and pedestrian traffic, or reduce traffic safety in the vicinity.

DEVELOPMENT REVIEW STAFF REPORT

9. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.
10. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Mixed Residential Placetype and on the finding of facts above.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification
2. Recommend a change in the zoning district classification.
3. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the planning and zoning commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

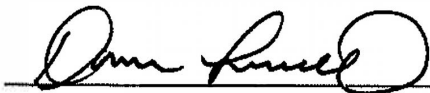
1. Request change to zoning from: O1 - Office to GI - Government Institutional
(existing zoning) (proposed zoning)
2. Meeting Date & Time: March 15, 2023 4:00-6:30pm
3. Meeting Location: 2323 W Grand St
4. Number of invitations that were sent: 102 plus 23 drop off
5. How the mailing list was generated: Development Review office generation
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).

NA

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

NA

I, DAMON LONGWORTH (print name), attest that the neighborhood meeting was held on 3/15/2023 (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

DAMON LONGWORTH

Printed name of person completing affidavit

EXPLANATION TO COUNCIL BILL 2023-118 (SIMPSON)

FILED: 05/24/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance approving the final development plan of Planned Development District No. 379, generally located at 1616 East Bradford Parkway and 3811 and 3813 South Weller Avenue. (Planning and Zoning Commission and Staff recommend approval.) (By: EWR Springfield Cambium LLC; 1616 East Bradford Parkway and 3811 South Weller Street; Final Development Plan – Planned Development 379.)

PURPOSE: Approving the final development plan for Planned Development District No. 379 generally located at 1616 East Bradford Parkway and 3811 South Weller Street. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

PLANNED DEVELOPMENT DISTRICT NO. 379 – FINAL DEVELOPMENT PLAN

Planned Development District No. 379 was approved by City Council in April of 2022. It allows the final development plan to be approved by the Administrative Review Committee ("ARC") provided it is in substantial conformance with the approved planned development ordinance. The proposed final development plan is not in substantial conformance to the requirements of the approved planned development ordinance and cannot be approved administratively. The ARC has reviewed the proposed final development plan and finds that the plan merits approval despite its lack of conformity.

The applicant has proposed to remove a footbridge that spans a concrete stormwater channel which requires the Army Corps of Engineers' approval. The planned development shows the footbridge in the approved preliminary development plan. The ARC determined that the removal of the footbridge was not in substantial conformance and could not be approved administratively.

REMARKS: The Planning and Zoning Commission held a public hearing on April 20, 2023, and recommended to approve, by a vote of 7 to 1. The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant is requesting approval of the final development plan of Planned Development No. 379, on approximately 10.53 acres of property generally located at 1616 East Bradford Parkway and 3811 South Weller Street for a multi-family apartment residential development.
2. The subject property has two existing apartment buildings on the south portion of the property. This application seeks to develop the northern portion of the property. The property is divided by a concrete stormwater channel, which separates the existing development and the proposed new development.
3. The approved preliminary development plan of Planned Development No. 379 shows a footbridge that connects the existing development and proposed development over the concrete stormwater channel. The applicant requested that the Administrative Review Committee ("ARC") approve the final development plan without the footbridge, however, the ARC denied the applicant's request based on lack of substantial conformity to the approved preliminary development plan.
4. The footbridge, which spans the concrete stormwater channel, was approved as part of the internal connection with PD 379. The applicant has been seeking approval of the footbridge by the Army Corps of Engineers but has not received approval at this time. Because of the timing delays with approval of the footbridge, the applicant is requesting development of the property without the footbridge.
5. In lieu of the footbridge connection, the applicant is proposing to build an internal sidewalk connection to the public sidewalk on Weller Street. Staff determined that Weller Street has adequate sidewalk that could serve as a viable connection between the apartment buildings, and therefore satisfies the connection.
6. Sec. 36-405 (e), states in part: Action by Administrative Review Committee. If the Administrative Review Committee shall find that the Final Development Plan lacks substantial conformity to the Preliminary Development Plan, but merits approval notwithstanding such lack of conformity, it shall transmit such plan to the Planning and Zoning Commission together with its recommendation that the Final Development Plan be approved.
7. The Zoning Ordinance allows for the final development plan approval when ARC and staff determine that the final development plan merits approval but the plan must be transmitted to Planning and Zoning Commission for approval.

STAFF RECOMMENDATION:

1. The final development plan lacks substantial conformity to the Planned Development Ordinance approved by City Council but merits approval notwithstanding such lack of conformity.

Submitted By: Michael Sparlin, Senior City Planner



Authorized for inclusion on the agenda pursuant to City Code section 2-33:

- Attachments:**
1. PD 379_ord
 2. FDP PD 379_Exh A
 3. FDP PD 379_Exh B
 4. FDP PD 379_Exh C

One-rdg. _____
P. Hrngs. X
Pgs. 22
Filed: 05-16-23

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-118

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the final development plan of Planned Development District No. 379,
2 generally located at 1616 East Bradford Parkway and 3811 and 3813
3 South Weller Avenue. (Planning and Zoning Commission and Staff
4 recommend approval.)
5 _____
6

7 WHEREAS, on April 18, 2022, City Council passed General Ordinance 6717,
8 rezoning a certain parcel of land described on "Exhibit A," which is attached hereto and
9 incorporated herein, from Planned Development No. 117, 5th Amendment, and Planned
10 Development No. 363 to Planned Development No. 379; and
11

12 WHEREAS, a final development plan for the above-described tract has been
13 prepared and submitted; and
14

15 WHEREAS, on April 20, 2023, the Planning and Zoning Commission conducted
16 a public hearing, a copy of the Record of Proceedings from said public hearing being
17 attached hereto and incorporated herein by this reference as "Exhibit B" and
18 recommended approval of the proposed final development plan.
19

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

23 Section 1 – Subject to all regulations and standards of Planned Development
24 District No. 379, City Council hereby approves the final development plan as shown in
25 "Exhibit C – Exhibit 3," which is attached hereto, and all of "Exhibit C" is incorporated
26 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
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXHIBIT A

LEGAL DESCRIPTION
PLANNED DEVELOPMENT 379 – FINAL DEVELOPMENT
PLAN

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

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

EXHIBIT B

RECORD OF PROCEEDING
PLANNED DEVELOPMENT 379 – FINAL DEVELOPMENT PLAN

Planning and Zoning Commission – April 20, 2023

Planned Development 379 FDP

1616 East Bradford Parkway

Applicant: EWR Springfield Cambium, LLC

Mr. Sparlin stated that this is a request to approve the final development plan of Planned Development No. 379, on approximately 10.53 acres of property generally located at 1616 East Bradford Parkway and 3811 South Weller Street without a footbridge that the Administrative Review Committee cannot approve due to its lack of conformity to the approved planned development but which merits approval despite this lack of conformity. Staff recommends approval notwithstanding such lack of conformity.

Mr. Colony questioned the Army Corps of Engineers jurisdiction.

Mr. Codichini, Public Works and yes, it is part of the Army Corps of Engineers jurisdiction and basically the starting point heading downstream.

Mr. Colony asked about the width of the stream buffer on site.

Mr. Codichini said it is approximately 100 feet wide (50' on each side) and gave out additional information on stormwater and stream buffers.

Mr. Colony asked about Administrative Review Committee (ARC) and why they did not approve the site plan.

Mr. Sparlin noted that in this case it lacks conformity (bridge is omitted), and they did not have the authority to approve it.

Mr. Knuckles asked about the 404 and the Corps jurisdiction and Mr. Codichini noted where they no longer have jurisdiction (east side of Weller Avenue).

Commission asking more questions regarding nonconformity and staff went over the Administrative Review Committee (ARC) process and the multifamily matrix and sharing amenities.

Mr. Jobe opened the public hearing.

Mr. Harlan Hill, 3811 S. Weller Avenue, representing the owner and believes it does meets conformity and gave out information on what has changed on the site plan (reducing units and height of the building). Noted that they have exceeded the open space requirements and then discussed omitting the footbridge. Has repeatedly tried to

contact the Corps and only was able to have contact after 5 months, but trying to meet deadlines with the developer, so requesting the footbridge be removed as criteria for getting a building permit and providing a direct connection to a public sidewalk. He also noted the amenities that are being provided.

Mr. Colony asked if the bridge was going to be put in later and Mr. Hill asked that the Commission not make it a condition of the development and does not know what the Corps of Engineers flexibility allows.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Planned Development 379 FDP (1616 East Bradford Parkway). Ms. Broekhoven seconded the motion. Ayes: Jobe, Broekhoven, Colony, Knuckles, Ridge, Scott, and Gunther. Nays: Pauly. Abstain: None. Absent: Lebeck.

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

Bob Hosmer, AICP
Planning Manager



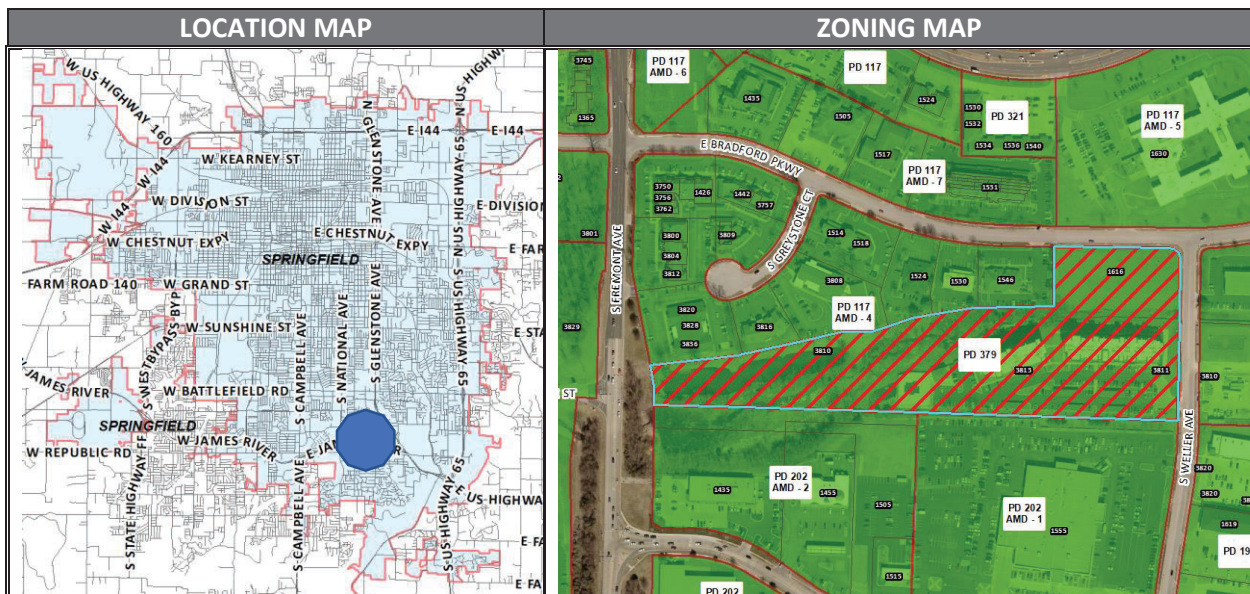
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Final Development Plan – Planned Development 379
Location:	1616 East Bradford Parkway and 3811 South Weller Street
Total Acres:	10.53 acres
Applicant:	EWR Springfield Cambium LLC
Existing Land Use:	Mixed Use residential and commercial
Planning and Zoning Commission:	April 20, 2023
City Council:	May 22, 2023
Staff:	Michael Sparlin, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	Move to approve as submitted in the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

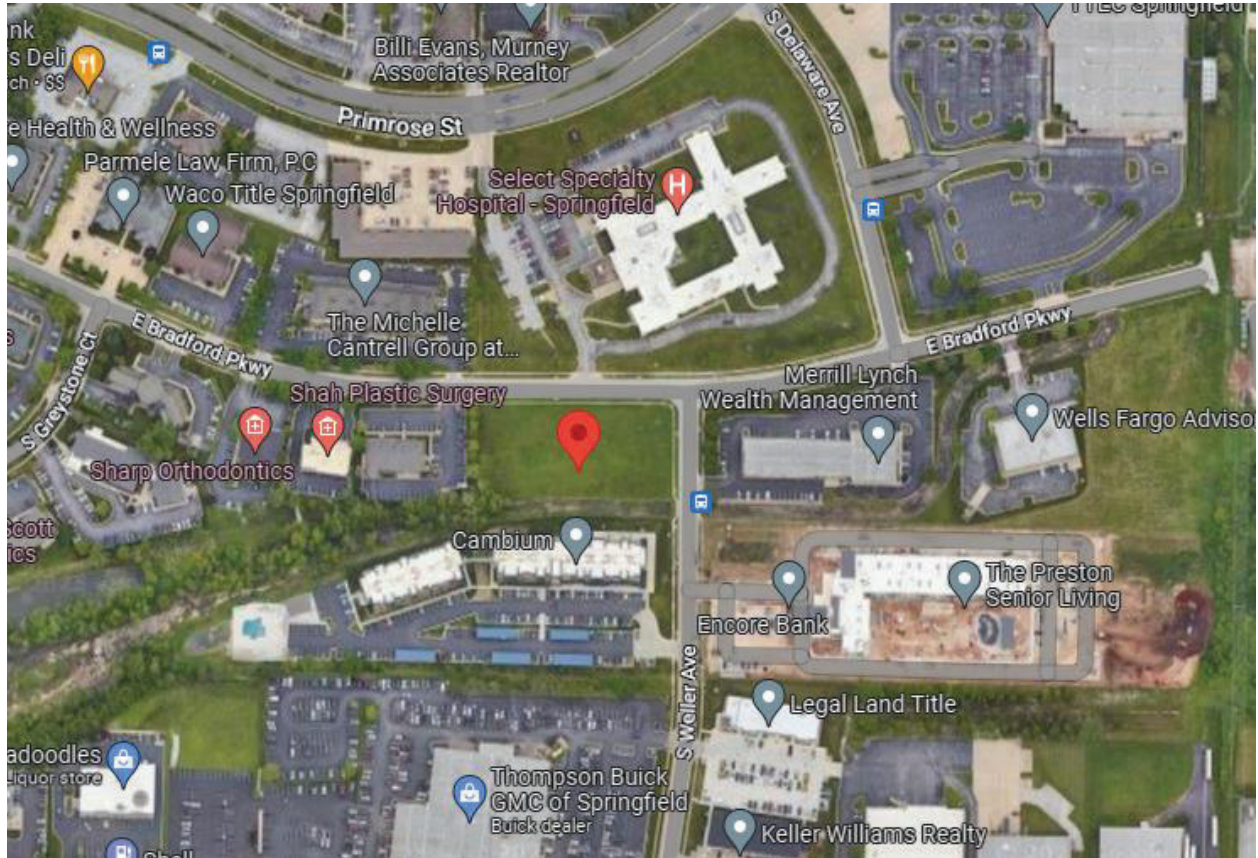
PROJECT SUMMARY:

Request to approve the final development plan of Planned Development No. 379, on approximately 10.53 acres of property generally located at 1616 East Bradford Parkway and 3811 South Weller Street without a footbridge that the Administrative Review Committee cannot approve due to its lack of conformity to the approved planned development but which merits approval despite this lack of conformity.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property was rezoned to Planned Development No. 379 in April 2022.

PLANNING AND ZONING COMMISSION AUTHORITY:

Section 36-405 Planned Development District

(9) Final Development Plan

- (c) Substantial conformity defined. A final development plan shall be deemed not to be in substantial conformity with an approved preliminary development plan if it:
1. Increases by more than five percent from the maximum density, approved in the preliminary development plan, except that in no event shall the maximum density exceed the density permitted for the underlying district by subsection (4)(b);
 2. Increases by more than five percent the maximum floor area to be devoted to any residential or nonresidential use;
 3. Increases height by more than five percent;
 4. Decreases by more than five percent the area approved for public and private open space or changes the general location of such areas;
 5. Relocates approved circulation elements to any extent that would decrease the ability of such elements to function efficiently, adversely affect their relation to surrounding lands and circulation elements, or would reduce their effectiveness as buffers or amenities;
 6. Significantly alters the arrangement of land uses within the planned development;
 7. Violates any provision of the codes and ordinances applicable to the proposed planned development; or
 8. Departs from the preliminary development plan in any other manner which the planning and zoning commission or city council shall, based on stated findings and conclusions, find to materially alter the plan or concept for the proposed planned development.
- (e) Action by planning and zoning commission. Within 45 days following the submission by the applicant or referral from the administrative review committee of a complete application for the final development plan, or such longer period as may be agreed to by the applicant, the planning and zoning commission shall review the plan with respect to its conformity to the approved preliminary development plan; with respect to the merit or lack of merit of any departure of the final development plan from substantial conformity with the preliminary development plan; and with respect to compliance of the final development plan with any conditions imposed by approval of the preliminary development plan, and with the provisions of this article and all other applicable federal, state and city codes, ordinances and regulations.

If the planning and zoning commission finds that there is substantial conformity between such plans and shall further find the final development plan to be in all other respects complete and in compliance with any conditions imposed by approval of the preliminary development plan, and with the provisions of this article and all other applicable, federal, state and city codes, ordinances and regulations, it shall approve the final development plan. Planning and zoning commission action shall constitute final approval of the final development plan.

If the planning and zoning commission shall find that the final development plan lacks substantial conformity to the preliminary development plan but merits approval notwithstanding such lack of conformity, it shall transmit such plan to the city council together with its recommendation that the final development plan be approved.

DEVELOPMENT REVIEW STAFF REPORT

In any case, where the planning and zoning commission finds that the final development plan lacks substantial conformity to the preliminary development plan and does not merit approval, it shall transmit such plan to the city council, together with its recommendation that the final development plan not be approved. The failure of the commission to act within the aforesaid time period shall be deemed a recommendation to the city council to deny the final development plan as submitted.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Institutional & Employment Center. The Institutional and Employment Center placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service business, and a mix of community-orientated amenities. Student housing is also a common component. In the case of universities or colleges, along with mixed housing types located along the fringes and transitional areas, providing housing near major employers is important. Areas within this placetype act as centers of culture, education, and business development, while providing numerous employment opportunities for residents of Springfield and others from the region. As Institutional and Employment Centers provide vital jobs and services to the entire metro area, multimodal accessibility and public transit connectivity are key components of this placetype. Underutilized parcels are assembled and redeveloped into more intense supporting uses or higher density housing developments where appropriate, to increase activity within the center.

DEPARTMENT COMMENTS:

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with the proposed planned development.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues with final development plan.

FIRE DEPARTMENT:

No objections to rezoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

No issues with Final Development Plan.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

PD 379 does not state specific requirements for Stormwater Requirements. The site must adhere to the Flood Control and Water Quality Protection manual which requires on site water quality Stormwater control measure (SCM). PRJ2022-02376 is still under review for underground water quality SCM, this

DEVELOPMENT REVIEW STAFF REPORT

does not need to be shown on the final development plan. The Proposed Final Development plan meets the Stormwater Requirements.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting approval of the final development plan of Planned Development No. 379, on approximately 10.53 acres of property generally located at 1616 East Bradford Parkway and 3811 South Weller Street for a multi-family apartment residential development.
2. The subject property has two existing apartment buildings on the south portion of the property. This application seeks to develop the northern portion of the property. The property is divided by a concrete stormwater channel, which separates the existing development and the proposed new development.
3. The approved preliminary development plan of Planned Development No. 379 shows a footbridge that connects the existing development and proposed development over concrete stormwater channel. The applicant requested that the Administrative Review Committee (ARC) approve the final development plan without the footbridge, however the ARC denied the applicant's request based on lack of substantial conformity to the approved preliminary development plan.
4. The footbridge, which spans the concrete stormwater channel, was approved as part of the internal connection with PD 379. The applicant has been seeking approval of the footbridge by the Army Corps of Engineers but has not received approval at this time. Because of the timing delays with approval of the footbridge, the applicant is requesting development of the property without the footbridge.
5. In lieu of the footbridge connection, the applicant is proposing to build an internal sidewalk connection to the public sidewalk on Weller Street. Staff determined that Weller Street has adequate sidewalk that could serve as a viable connection between the apartment buildings, and therefore satisfies the connection.
6. Sec. 36-405 (e), states in part: Action by Administrative Review Committee. If the Administrative Review Committee shall find that the Final Development Plan lacks substantial conformity to the Preliminary Development Plan, but merits approval notwithstanding such lack of conformity, it shall transmit such plan to the Planning and Zoning Commission together with its recommendation that the Final Development Plan be approved.
7. The Zoning Ordinance allows for the final development plan approval when ARC and staff determine that the final development plan merits approval. The plan must be transmitted to Planning and Zoning Commission for approval.

STAFF RECOMMENDATION:

1. The final development plan lacks substantial conformity to the Planned Development Ordinance approved by City Council but merits approval notwithstanding such lack of conformity as outlined in option 1 of the Planning and Zoning options below.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations:

1. The planning and zoning commission finds that the final development plan lacks substantial conformity to the preliminary development plan but merits approval notwithstanding such lack of

DEVELOPMENT REVIEW STAFF REPORT

conformity, and shall transmit such plan to the city council together with its recommendation that the final development plan be approved.

2. The planning and zoning commission finds that there is substantial conformity between such plans and shall further find the final development plan to be in all other respects complete and in compliance with any conditions imposed by approval of the preliminary development plan, and with the provisions of this article and all other applicable, federal, state and city codes, ordinances and regulations, it shall approve the final development plan. The planning and zoning commission action shall constitute final approval of the final development plan
3. The planning and zoning commission finds that final development plan lacks substantial conformity to the preliminary development plan and does not merit approval, it shall transmit such plan to the city council, together with its recommendation that the final development plan not be approved

Development Review Staff Report



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

A. APPLICATION:

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

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

B. INTENT:

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

C. DEFINITIONS:

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

D. USES PERMITTED:

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

E. USE LIMITATIONS:

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

F. INTENSITY OF DEVELOPMENT:

Development shall adhere to the following standards.

Development Review Staff Report



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

G. BULK, AREA AND HEIGHT REQUIREMENTS:

Development shall adhere to the following standards.

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

H. DESIGN STANDARDS:

The design requirements shall adhere to the following standards:

Design to Encourage Pedestrian Activity

1. Provide pedestrian amenities such as pedestrian scale lighting and non right-of- way street furniture to enhance the pedestrian environment. Lighting sources or luminaries that do not have a cutoff and are used in parking lots and pedestrian ways shall not exceed a maximum of 15 feet in height. Lighting sources or luminaries that do have a cutoff shall not exceed a maximum 30 feet in height. Parking lot lighting and pedestrian lighting should be appropriate to create adequate visibility at night and evenly distributed to increase security. Street furniture may include but is not limited to benches; shelters; and decorative trash bins. There shall be one (1) street/park bench provided within each multi-family development, thereafter, one (1) park/street bench for every 50 dwelling units.
2. The project will blend the building scale and set back with existing developments that are consistent with these guidelines. Street facing walls that are greater than 50 feet in length must be articulated at least each 25 feet with bays, projections, or recesses. Articulation means a difference in the vertical plane of the building of at least 18 inches or more.
3. Buildings adjacent to the street will be situated on the site to provide pedestrian access to the street. Additional interior lot buildings may be oriented toward parking lots or public/common open space. Buildings adjacent to the street shall not have parking lots located between the building and the street. Corner lots may have parking on one street face. Interior areas of parking and vehicular use areas shall contain planting islands every 20 contiguous parking spaces whether double staked or linear. The size of the planting island shall be the equivalent area of one parking space. This shall be used toward satisfying the 5% interior landscaping requirements.
4. Avoid blank walls along pedestrian circulation areas. Facades that face streets or connecting pedestrian frontage that are greater than 25 feet in length shall be subdivided and proportioned using at least one or more of the following features; windows, entrances, arcades, arbors, awnings (over windows or doors), distributed along the façade at least once every 25 feet.

Provide a Good Circulation System

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

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

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

Respect the Natural Environment

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

Development Review Staff Report



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

I. OPEN SPACE, LANDSCAPING & SCREENING:

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

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

J. EXTERIOR LIGHTING:

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

K. ACCESS TO PUBLIC THOROUGHFARES:

Development Review Staff Report

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

L. OFF-STREET PARKING:

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

M. SIGNS:

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

N. REQUIRED IMPROVEMENTS.

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

O. MAINTENANCE OF COMMON AREAS AND FACILITIES.

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

P. FINAL DEVELOPMENT PLAN

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

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

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

EXHIBIT 2

LEGAL DESCRIPTION

A TRACT OF LAND AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE LYING IN LOT 1 OF PRIMROSE THIRD ADDITION, PLAT BOOK 22, PAGE 89 AND ALSO IN DESCRIBED IN BOOK 2019, PAGE 001211-19 AND LOT 1 OF PRIMROSE CENTER SECOND ADDITION, PLAT BOOK VV, PAGE 27 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF PRIMOIRSE THIRD ADDITION
 PLAT BOOK 22, PAGE 88, THENCE ALONG THE SOUTH LINE OF LOT 1, NORTH 89°18'09" E,
 110.52 FEET; THENCE ALONG THE WEST LINE OF LOT 1, NORTH 0°00'00" E, 110.52 FEET;
 THENCE ALONG THE WEST LINE OF THOMPSON PLAZA, EAST BOOK 24A, PAGE 213, CONTINUING
 NORTH 89°00'10" E, 115.92 FEET; THENCE ALONG THE EAST LINE OF THE EASTERLY RIGHT-OF-
 WAY OF FREMONT AVENUE, THENCE ALONG THE SOUTH LINE AND ALONG SAID
 RIGHT-OF-WAY, NORTH 89°00'10" E, 115.92 FEET; THENCE ALONG THE EAST LINE OF THE
 RIGHT-OF-WAY, NORTH 83°59'57" EAST, 255.05 FEET; THENCE NORTH 14°52'25" EAST,
 150.00 FEET; THENCE NORTH 14°52'25" EAST, 150.00 FEET; THENCE NORTH 15°15'15"
 EAST, 124.14 FEET; THENCE NORTH 87°00'20" EAST, 83.00 FEET; THENCE NORTH
 70°23'35" EAST, 44.46 FEET; THENCE NORTH 71°00'17" EAST, 69.93 FEET;
 THENCE NORTH 87°34'45" EAST, 62.48 FEET; THENCE NORTH 81°39'17" EAST, 134.52 FEET;
 THENCE NORTH 87°34'45" EAST, 62.48 FEET; THENCE ALONG THE WEST LINE OF SAID
 LOT 1 OF PRIMOIRSE CEMETERY SECOND ADDITION, THENCE ALONG THE WEST LINE OF SAID
 LOT 1, NORTH 0°00'00" EAST, 74.25 FEET; THENCE TO A POINT, LYING ON THE SOUTHERLY
 LINE OF THE RIGHT-OF-WAY OF FREMONT AVENUE, NORTH 89°18'09" EAST, 110.52 FEET;
 TO THE RIGHT CHORD CHORD BEARS SOUTH 14°23'07" EAST, 40.47 FEET TO A POINT
 VING ON THE WESTERN RIGHT-OF-WAY OF WELLS AVENUE, THENCE
 BEGINNING, ALL LYING IN THE EAST HALF OF SECTION 1, TOWNSHIP 28 NORTH,
 RANGE 2 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI,
 THE MISSOURI COORDINATE SYSTEM OF 1983, ZONE 16N.

EXISTING DEVELOPMENT

BUILDING A

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

BUILDING B

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

OFFICE INFILL

TENANT SUITE A-101 9,340 SQUARE FEET	REQUIRED PARKING 9,340/350 sf	27
---	----------------------------------	----

PROPOSED DEVELOPMENT

PROPOSED BUILDING

UNIT MIX	REQUIRED PARKING
STUDIO	9 x 1
ONE BEDROOM	31 x 1.5
TWO BEDROOM	10 x 2
THREE BEDROOM	3 x 2
TOTAL	SUB-TOTAL
	82

OFFICE INFILL

TENANT SUITE	REQUIRED PARKING	98
5,310 SQUARE FEET	5,510/350 sf	16
	REQUIRED PARKING TOTALS	98
	SUB-TOTAL	-9
	10% BICYCLE REDUCTION	89
	TOTAL REQUIRED	93
	TOTAL PROVIDED	93

SITE DATA

SITE AREA COMBINED: 10.23 ACRES 445,618.8 SF

DENSITY: 20 UNITS PER ACRE MAXIMUM

204 UNITS ALLOWED
180 UNITS PROVIDED

OPEN SPACE REQUIRED: 20%
 DRAINAGE: 1574544 / 4456100 - 0.74

UNIVERSITY OF ALABAMA
TUSCALOOSA, ALA. 35486-0001

PROVIDED: $292,127 / 445,618.8 = 0.66$

PROPOSED AND EXISTING USES

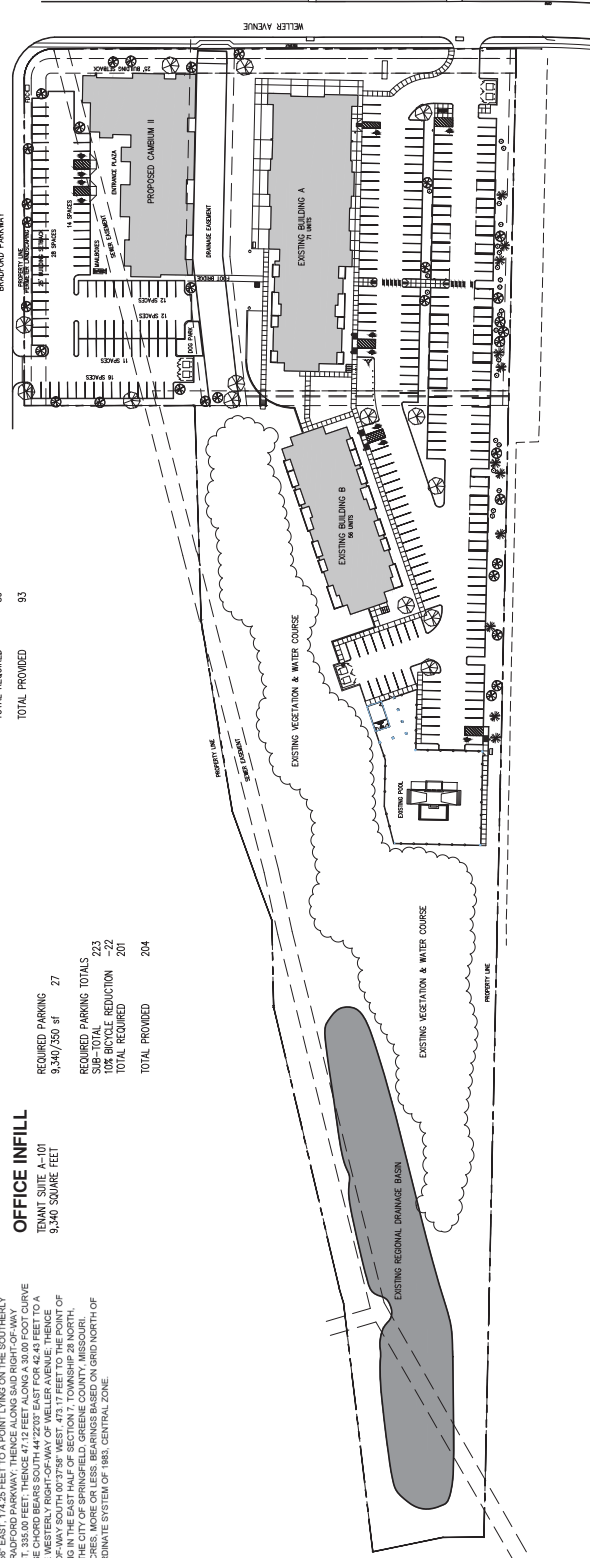
MULTIFAMILY DWELLINGS
GENERAL OFFICES

CLUBHOUSE - EXISTING
ACCESSORY USES

BUILDING HEIGHT
MAY RESTRICT HEIGHT

5 STORIES 70'-0"

BROWNFIELDS: N/A





EXPLANATION TO COUNCIL BILL 2023-121 (HOSMER)

FILED: 05/25/2023

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance setting a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies, for the Fiscal Year beginning July 1, 2023, and ending June 30, 2024; and declaring an emergency.

PURPOSE: To set the real and personal property preliminary tax levy for the City of Springfield for Fiscal Year 2023-2024 at a level of \$0.6200 per \$100 assessed valuation; and declaring an emergency.

BACKGROUND INFORMATION: This ordinance is a companion bill to the adoption of the annual City operating budget and sets the preliminary tax levy on real and personal property. The tax levy is assessed on all property on the tax rolls as of January 1, 2023. Notices have been published calling a public hearing for the purpose of setting the tax levy for the City of Springfield budget for 2023-2024. A copy of the notice is attached hereto setting forth the estimate of the assessed valuations and the tax revenues for 2023.

The tax levies established by this Ordinance are based upon State law. The State Auditor is required to review and approve all levies and determine that they meet the statutory test and the Constitutional Test or Hancock Amendment. These tests factor in growth in assessed value and the Consumer Price Index. After checking all relevant information, the State Auditor provides the City of Springfield with a statement showing the tax rate ceiling, which is an amount that the levies cannot exceed without a vote of the people.

The projected levy for Fiscal Year 2023-2024 will be \$0.6200 per \$100 assessed valuation in the Proposed Budget. The actual levy may be adjusted in August, 2023, based on the tax levies provided by the State Auditor.

This Bill is presented as an emergency. City Council is not expected to vote on this bill after the first reading. The Bill is presented as an emergency to allow changes to the ordinance after the first reading and prior to final approval by City Council.

Submitted By: Teresa Allen, Budget Coordinator

Authorized for inclusion on the agenda pursuant to City Code section 2-33:



- Attachments:**
1. FY24_Tax_Levy_Ord
 2. FY24_Tax_Levy_Exhibit_A_Public_Notice

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 05-16-23

Sponsored by: Hosmer

First Reading: _____

Second reading: _____

COUNCIL BILL 2023-121

SPECIAL ORDINANCE _____

AN ORDINANCE

1 SETTING a preliminary tax levy on real and personal property for current expenses
2 and debt retirement of the City of Springfield, Missouri, and its boards and
3 agencies, for the Fiscal Year beginning July 1, 2023, and ending June 30,
4 2024; and declaring an emergency.
5 _____
6

7 WHEREAS, with the adoption of the budget for the Fiscal Year beginning July 1,
8 2023, and ending June 30, 2024, generally referred to as "Fiscal Year 2023-2024," it is
9 necessary for City Council to set the preliminary tax levy on real and personal property;
10 and
11

12 WHEREAS, said tax levies are assessed on all real and personal property on the
13 tax rolls as of January 1, 2023; and
14

15 WHEREAS, the projected levy for Fiscal Year 2023-2024 is anticipated to be
16 \$0.6200 per \$100 of assessed valuation, although this levy may be adjusted by the State
17 Auditor in August of 2023; and
18

19 WHEREAS, the City of Springfield Public Hearing Notice regarding the levies
20 herein has been published, and a copy of said notice is attached hereto as "Exhibit A."
21

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

25 Section 1 – There is hereby levied for Fiscal Year 2023-2024, a tax upon the \$100
26 valuation of all real and personal property within, or having its taxable status within, the
27 corporation limits of the City subject to taxation, and upon the \$100 valuation of all
28 property in the City, subject to taxation and assessed to any railroad, telegraph,
29 telephone, street, railway, or bridge company, according to the last assessed valuation of
30 the said properties of such companies fixed by the following purposes:
31

32 (a) For municipal purposes as authorized by Article X Section 1 of the Constitution
33 of the State of Missouri and approved by the voters of the City, a rate of \$0.2667;

(b) For the establishment and maintenance of public parks in the City, for the aforesaid fiscal year, a rate of \$0.1868;

(c) For maintenance and operation of public health service in the City, for the aforesaid fiscal year, a rate of \$0.1274;

(d) For the establishment and maintenance of an art museum in the City, for the aforesaid fiscal year, a rate of \$0.0391.

These levies are subject to revision based on the levies certified by the Greene County Clerk.

Section 2 – City Council finds that the Director of Finance of the City has presented to City Council the following information:

(1) The assessed valuations by category of real, personal, and other tangible property for the preceding year and this year are as follows:

SOURCE	2022 FINAL VALUATION	2023 ESTIMATED VALUATION
Real Estate	\$2,793,337,603	\$2,877,137,731
State Assessed Utilities	30,768,800	31,691,864
Personal Property	707,061,887	<u>728,273,744</u>
Total	<u>\$3,531,168,800</u>	<u>\$3,637,103,339</u>

(2) The amount of revenue required to be produced from the property tax as set forth in the annual budget is \$24,367,289.

(3) The tax rates proposed to generate this revenue and their estimated yields are as follows:

PURPOSE	PROPOSED TAX LEVY	TOTAL
Art Museum	\$ 0.0391	\$ 1,536,785
Public Parks	0.1868	7,341,689
Public Health	0.1274	5,007,032
Municipal Purposes	<u>0.2667</u>	<u>10,481,783</u>
Total	<u>\$ 0.6200</u>	<u>\$ 24,367,289</u>

Section 3 – City Council finds that proper notice was published containing the information set forth in Section 2 above, and a public hearing has been held regarding the proposed rates of taxes.

80 Section 4 – Within such time so as to permit the aforesaid taxes to be extended
81 upon the assessment books, the levy so established herein shall be certified by the City
82 Clerk to the Director of Finance and to the County Collector of Greene County, Missouri,
83 who shall proceed to extend the aforesaid taxes for the year upon the assessment
84 books, in the appropriate columns. Furthermore, City Council expressly authorizes the
85 City Manager and City Clerk to take any and all actions necessary to carry out the intent
86 and purpose of this Ordinance.

87
88 Section 5 – City Council hereby finds and declares that an emergency exists in
89 that this Ordinance relates to the fixing of the preliminary tax rates for the Fiscal Year
90 beginning July 1, 2023. Therefore, this Ordinance shall be in full force and effect from
91 and after passage.

92
93 Passed at meeting: _____

94
95 _____
96 Mayor
97

98
99 Attest: _____, City Clerk

100
101 Filed as Ordinance: _____

102
103
104 Approved as to form: Jill Burris, Assistant City Attorney

105
106
107 Approved for Council action: Jason A. Hays, City Manager

CITY OF SPRINGFIELD PUBLIC HEARING NOTICE

SUBJECT: Setting tax levy for the City of Springfield budget for 2023-2024

DATE AND TIME: May 22, 2023 at 6:30 P.M.

PLACE: City Council Chambers, City Hall, 830 Boonville Avenue, Springfield, Missouri 65802

SUPPLEMENTAL INFORMATION: To provide citizens of the City of Springfield, Missouri, the opportunity to submit written and oral comments on the City's tax levy. Estimated assessed valuations for 2023 are:

<u>SOURCE</u>	<u>VALUATION</u>
Real Property	\$2,877,137,731
State Assessed Utilities	31,691,864
Personal Property	<u>728,273,744</u>
Total	<u>\$3,637,103,339</u>

The proposed City budget for 2023-2024 reflects the following yield on this estimated valuation:

<u>FUND</u>	<u>TAX LEVY</u>	<u>YIELD</u>	<u>SURTAX</u>	<u>TOTAL</u>
Art Museum	\$.0391	\$ 1,422,107	\$ 114,678	\$ 1,536,785
Public Parks	.1868	6,794,109	547,580	7,341,689
Public Health	.1274	4,633,670	373,362	5,007,032
Municipal Purposes	<u>.2667</u>	<u>9,700,155</u>	<u>781,628</u>	<u>10,481,783</u>
Total	<u>\$.6200</u>	<u>\$22,550,041</u>	<u>\$1,817,248</u>	<u>\$24,367,289</u>

The City of Springfield tax levies will be finalized in August 2023 when the Greene County Clerk provides the City with the certified levy amounts.

Address written comments to Anita Cotter, City Clerk, P. O. Box 8368, Springfield, MO 65801-8368. Written comments received before or at the hearing will be in the hearing record.

Anita Cotter, City Clerk
City of Springfield, Missouri



EXPLANATION TO COUNCIL BILL 2023-120 (CARROLL)

FILED: 05/25/2023

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance adopting a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2023, and ending June 30, 2024; providing that certain amounts shown in the budget document are appropriated for the various departments specified in said budget; and declaring an emergency.

PURPOSE: To adopt the Fiscal Year 2023-2024 Budget for the City of Springfield and declare an emergency.

BACKGROUND INFORMATION: The Finance Department recommends the adoption of a Proposed Budget totaling \$495,690,888 as submitted by the City Manager, which is available on-line through the City's website and a copy is on file with the City Clerk's office, entitled "CITY OF SPRINGFIELD PROPOSED ANNUAL BUDGET, Fiscal Year 2023–2024." The proposed budget was reviewed and discussed by City Council on April 25, 2023; May 2, 2023; May 9, 2023; and May 16, 2023. There was opportunity for public input at a public hearing held on May 22, 2023.

The proposed budget revenues and appropriations are detailed in "Exhibit A" of the Ordinance.

This Ordinance is presented as an emergency as it relates to and meets the requirements of adopting a budget for the City. City Council is not expected to vote on this Ordinance after the first reading. The Ordinance is presented as an emergency to allow changes to the Ordinance after the first reading and prior to final approval by City Council.

Submitted By: Teresa Allen, Budget Coordinator

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. Budget FY24_Ord
2. FY2024 Budget REVISED 05.16.23

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 05-16-23

Sponsored by: Carroll

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-120

SPECIAL ORDINANCE _____

AN ORDINANCE

1 ADOPTING a budget for the City of Springfield, Missouri, for the Fiscal Year beginning
2 July 1, 2023, and ending June 30, 2024; providing that certain amounts
3 shown in the budget document are appropriated for the various
4 departments specified in said budget; and declaring an emergency.
5
6

7 WHEREAS, the City Manager has submitted a budget to City Council for the
8 Fiscal Year beginning July 1, 2023, and ending June 30, 2024, generally referred to as
9 "Fiscal Year 2023-2024"; and
10

11 WHEREAS, a public hearing was held on the budget on May 22, 2023.
12

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

16 Section 1 – A budget for Fiscal Year 2023-2024 for the City of Springfield,
17 Missouri, entitled "CITY OF SPRINGFIELD PROPOSED ANNUAL BUDGET, Fiscal
18 Year 2023-2024" ("Budget"), a copy of which is on file with the City Clerk, providing total
19 revenues of \$495,690,888 and appropriations for all funds of \$495,690,888, is hereby
20 adopted. Budgeted revenues and appropriations for Fiscal Year 2023-2024 are detailed
21 in "Exhibit A," which is attached hereto and incorporated herein by reference.
22

23 Section 2 – The lease obligations under various agreements between the City
24 and the Public Building Corporation of the City of Springfield, Missouri, as well as all
25 other similar lease obligations subject to annual appropriations, are hereby authorized
26 for renewal for Fiscal Year 2023-2024, and the funds for such payments as set forth in
27 the Budget stand appropriated.
28

29 Section 3 – From July 1, 2023, the effective date of the Budget, the amounts
30 shown in the Budget as adopted are hereby appropriated for the various departments,
31 offices, and agencies specified therein. All Fiscal Year 2023-2024 expenditures of the
32 City shall be limited to the appropriations provided for the departments, offices, and
33 agencies, as detailed in the Budget, unless further appropriations are made by City

Council.

Section 4 – The City Manager is directed to cause the proper accounting entries to be made in the books and records of the City so as to reflect the revenues and appropriations for Fiscal Year 2023-2024, and is further directed to file a certified copy of the adopted Budget for said fiscal year with the City Clerk.

Section 5 – The City Council hereby finds and declares that an emergency exists in that this Ordinance relates to the adoption of a budget for the City for the Fiscal Year beginning July 1, 2023, and ending June 30, 2024, and providing revenues and appropriations for the various functions and activities of City government. Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

Revenues

Schedule of Actual and Projected Revenues and Resources (All Funds Types):

FY2023-24 Proposed Budget

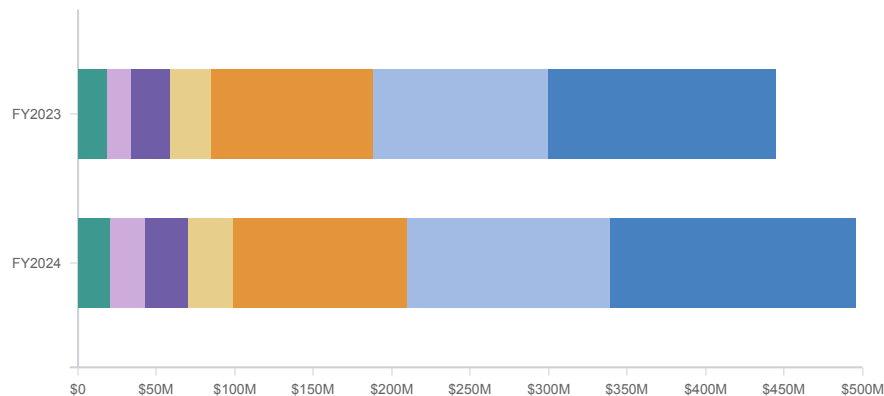


CITY OF SPRINGFIELD CITY CHARTER

SECTION 5.8(1)

The budget shall provide:

An itemized statement of estimated revenues from all sources for the year which the budget is to cover, together with a comparative statement of revenues for the last completed fiscal year and the year in progress.



\$495,690,888.10

FUND TYPE in FY2024

REVENUES BY FUND TYPE

	2021-22 Actual	2022 - 23 Adopted Budget	2023-24 Proposed Budget
GENERAL FUND	\$99,585,247	\$102,162,332	\$110,184,867
SPECIAL REVENUE FUNDS	\$143,528,354	\$145,088,085	\$156,493,712
GRANT REVENUE FUNDS	\$11,158,158	\$15,851,110	\$22,712,153
CAPITAL PROJECTS FUNDS	\$27,647,135	\$24,587,500	\$27,482,500
DEBT SERVICE FUNDS	\$21,988,058	\$18,120,743	\$19,763,393
ENTERPRISE FUNDS	\$109,754,963	\$112,634,560	\$130,073,193
INTERNAL SERVICE FUNDS	\$21,798,173	\$26,490,140	\$28,981,070
TOTAL	\$435,460,087	\$444,934,471	\$495,690,888

ALL REVENUES DETAILS

	2021-22 Actual	2022 - 23 Adopted Budget	2023-24 Proposed Budget
CHARGES AND FEES			
AVIATION FUEL SALES	\$6,131,791	\$5,040,000	\$6,508,500
CHARGES FOR SERVICES	\$73,997,640	\$77,787,436	\$82,567,000
RENTALS	\$7,314,396	\$7,909,600	\$8,726,936
SALE OF GOODS	\$2,455,893	\$1,794,182	\$2,396,544
USER FEES	\$25,469,098	\$26,107,282	\$27,694,547
CHARGES AND FEES TOTAL	\$115,368,819	\$118,638,500	\$127,893,527
INTERGOVERNMENTAL			
GASOLINE TAX	\$4,718,910	\$5,200,000	\$6,100,000
GRANT REVENUE	\$24,682,994	\$22,173,804	\$28,853,331
GREENE COUNTY	\$2,028,028	\$2,075,000	\$2,260,000
STATE OF MISSOURI	\$2,323,327	\$2,350,000	\$2,450,000
INTERGOVERNMENTAL TOTAL	\$33,753,259	\$31,798,804	\$39,663,331
LICENSES AND FINES			
COURT COSTS	\$495,830	\$362,000	\$362,000
FINES AND FORFEITURES	\$756,039	\$681,000	\$720,000
OCCUPATIONAL LICENSES	\$5,438,391	\$4,554,500	\$5,602,500
PERMITS	\$2,310,118	\$2,332,500	\$2,270,555
LICENSES AND FINES TOTAL	\$9,000,378	\$7,930,000	\$8,955,055
OTHER REVENUES			
BOND AND LOAN PROCEEDS	-\$1,467,061	\$345,000	\$17,000
INTEREST	\$3,898,867	\$1,283,217	\$1,396,977
OTHER MISC	\$18,965,072	\$10,531,095	\$20,774,721
RESERVE	\$0	\$16,833,492	\$15,758,942
SPECIAL ASSESSMENT TAX BILL	\$201,951	\$399,500	\$293,500
TRANSFERS	\$38,812,923	\$38,107,635	\$41,827,626
OTHER REVENUES TOTAL	\$60,411,753	\$67,499,939	\$80,068,766
TAXES			
CIGARETTE TAX	\$614,871	\$645,000	\$580,000
GROSS RECEIPTS TAX	\$4,842,311	\$4,770,000	\$4,784,000
PAYMENT IN LIEU OF TAXES	\$17,849,465	\$17,576,500	\$18,531,000
PROPERTY TAX	\$23,671,988	\$23,827,822	\$25,276,671
SALES TAX	\$147,923,444	\$149,260,490	\$165,834,238
SPECIAL TAXING DISTRICTS	\$4,677,123	\$5,024,500	\$5,219,500
TOURISM	\$3,323,474	\$3,256,916	\$3,794,800
USE TAX	\$14,023,201	\$14,706,000	\$15,090,000
TAXES TOTAL	\$216,925,878	\$219,067,228	\$239,110,209
TOTAL	\$435,460,087	\$444,934,471	\$495,690,888

Expenditures

Summary of Expenditures and Appropriations (All Fund Types):

FY2023-24 Proposed Budget

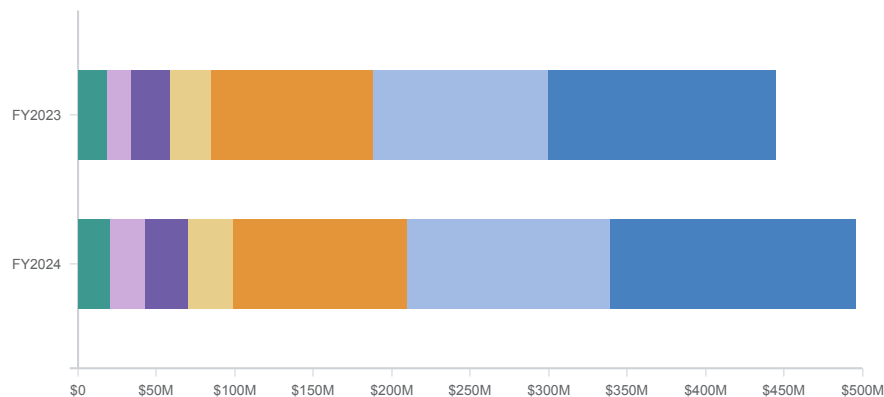


CITY OF SPRINGFIELD CITY CHARTER

SECTION 5.8(2)

The budget shall provide:

An itemized statement of expenditures recommended by the City Manager for each office, department or agency for the year which the budget is to cover, together with a comparative statement of expenditures for the last completed fiscal year and the year in progress.



\$495,690,888.05

FUND TYPE in FY2024

GENERAL FUND ONLY

	2021-22 Actual	2022 - 23 Adopted Budget	2023-24 Proposed Budget
BUILDING DEVELOPMENT SERVICES	\$3,795,199	\$3,682,147	\$4,047,136
CITY ATTORNEY	\$2,267,805	\$2,403,382	\$2,527,456
CITY CLERK	\$486,752	\$669,569	\$740,745
CITY MANAGER	\$2,057,157	\$7,089,808	\$6,346,131
FINANCE	\$8,016,082	\$7,899,222	\$9,036,564
FIRE	\$21,916,026	\$24,125,948	\$25,446,323
HEALTH	\$83,171	\$130,500	\$130,500
HUMAN RESOURCES	\$1,850,767	\$2,166,876	\$2,519,442
INFORMATION SYSTEMS	\$4,215,146	\$4,652,878	\$4,953,169
MAYOR AND COUNCIL	\$155,210	\$210,676	\$329,978
MUNICIPAL COURT	\$1,711,877	\$1,811,811	\$2,181,843
PARKS	\$97,786	\$90,000	\$100,000
PLANNING & DEVELOPMENT	\$1,902,018	\$2,305,399	\$2,367,628

	2021-22 Actual	2022 - 23 Adopted Budget	2023-24 Proposed Budget
POLICE	\$29,663,485	\$32,069,199	\$34,640,023
PUBLIC INFORMATION	\$643,767	\$852,229	\$1,639,669
PUBLIC WORKS	\$8,710,776	\$10,856,130	\$12,256,232
WORKFORCE DEVELOPMENT	\$73,978	\$75,000	\$75,000
ECONOMIC VITALITY	\$578,338	\$1,071,559	\$847,029
TOTAL	\$88,225,340	\$102,162,332	\$110,184,867

ALL FUNDS

	2021-22 Actual	2022 - 23 Adopted Budget	2023-24 Proposed Budget
GENERAL FUND	\$88,225,340	\$102,162,332	\$110,184,867
SPECIAL REVENUE FUNDS			
ART MUSEUM	\$2,154,456	\$2,000,390	\$2,147,527
COMMUNITY IMPROVEMENT DISTRICTS	\$2,043,833	\$2,244,000	\$2,574,000
CONVENTION AND VISITORS BUREAU	\$3,994,838	\$4,199,300	\$4,321,700
EMERGENCY COMMUNICATIONS	\$5,996,112	\$7,097,465	\$9,337,632
HOTEL/MOTEL TAX	\$4,516,294	\$3,256,916	\$3,794,800
LAW ENFORCEMENT SALES TAX	\$7,612,919	\$11,252,286	\$10,566,166
LEVEL PROPERTY TAX	\$4,536,960	\$5,617,157	\$6,112,228
MISCELLANEOUS SPECIAL REVENUE	\$994,968	\$3,359,551	\$3,000,215
POLICE SPECIAL REVENUE	\$1,520,999	\$2,779,112	\$2,867,835
PUBLIC HEALTH SERVICES	\$13,919,308	\$9,360,461	\$9,332,412
PUBLIC PARKS	\$35,840,815	\$32,256,253	\$36,507,296
PUBLIC SAFETY PENSION SALES TAX	\$42,813,789	\$41,975,275	\$46,215,000
PUBLIC WORKS - TRANSPORTATION	\$11,525,925	\$16,900,000	\$17,400,000
ROAD AND BRIDGE MAINTENANCE	\$2,407,114	\$2,100,000	\$2,300,000
VIDEO SERVICE PROVIDER	\$731,208	\$689,919	\$16,900
SPECIAL REVENUE FUNDS TOTAL	\$140,609,538	\$145,088,085	\$156,493,711
GRANT REVENUE FUNDS			
COMMUNITY DEVELOPMENT	\$2,586,984	\$7,048,244	\$7,221,453
FIRE GRANTS	\$9,995	\$0	\$0
POLICE GRANTS	\$2,424,442	\$731,720	\$769,198
PUBLIC HEALTH GRANTS	\$941,695	\$920,574	\$938,283
WIC PROGRAM	\$1,457,743	\$1,765,415	\$1,832,977
WORKFORCE DEVELOPMENT	\$4,219,201	\$5,385,157	\$11,950,243
GRANT REVENUE FUNDS TOTAL	\$11,640,061	\$15,851,110	\$22,712,154
CAPITAL PROJECTS FUNDS			
CAPITAL IMPROVEMENTS SALES TAX	\$10,541,030	\$13,992,000	\$15,405,000
TRANSPORTATION SALES TAX	\$6,166,097	\$6,996,000	\$7,702,500
PUBLIC WORKS/OTHER IMPROVEMENTS	\$9,651,164	\$3,599,500	\$4,375,000
CAPITAL PROJECTS FUNDS TOTAL	\$26,358,291	\$24,587,500	\$27,482,500
DEBT SERVICE FUNDS			
GENERAL OBLIGATION BONDS	\$974,743	\$1,149,500	\$793,500
LEASEHOLD REVENUE BONDS	\$10,887,183	\$9,246,243	\$10,034,393
SPECIAL OBLIGATION BONDS	\$7,948,935	\$7,725,000	\$8,935,500
DEBT SERVICE FUNDS TOTAL	\$19,810,860	\$18,120,743	\$19,763,393
ENTERPRISE FUNDS			
AIRPORT	\$24,466,994	\$39,218,800	\$48,356,193
CLEAN WATER SERVICES	\$41,599,365	\$58,750,000	\$63,517,000
GOLF	\$3,369,969	\$3,665,760	\$3,950,000
SOLID WASTE	\$13,315,524	\$11,000,000	\$14,250,000
ENTERPRISE FUNDS TOTAL	\$82,751,852	\$112,634,560	\$130,073,193
INTERNAL SERVICE FUNDS			
PRINT SHOP	\$205,257	\$251,681	\$256,570
SELF-INSURANCE	\$24,511,330	\$21,338,459	\$23,567,000
SERVICE CENTER	\$3,344,423	\$4,900,000	\$5,157,500
INTERNAL SERVICE FUNDS TOTAL	\$28,061,010	\$26,490,140	\$28,981,070
TOTAL	\$397,456,951	\$444,934,471	\$495,690,888



EXPLANATION TO COUNCIL BILL 2023-122 (LEE)

FILED: 05/25/2023

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance amending the General Fund budget for the Fire Department of the City of Springfield, Missouri, for Fiscal Year 2022-2023, in the amount of \$245,000 to appropriate a portion of the General Fund carryover funds to complete a Fire Department facility renovation project previously approved for Fiscal Year 2022-2023.

PURPOSE: Amending the General Fund budget for the Fire Department for the City of Springfield, Missouri, for Fiscal Year 2022-2023, by appropriating a portion of the accumulated carryover funds and increasing expenses in the amount of \$245,000 for the purpose of completing a Fire Department facility renovation project previously approved, for Fiscal Year 2022-2023.

BACKGROUND INFORMATION: The Fiscal Year 2022-2023 Fire Department budget included a one-time appropriation to provide for the renovation of a fire station for the purpose of temporarily relocating Fire Department Headquarters ("FDH") from Historic City Hall to Fire Station No. 6 and to create offices and workspace for Fire Administration, incorporating locations for the Fire Chief, Chief Officers, and administrative staff. After further study and review, it was determined to permanently relocate FDH to Fire Station No. 6, requiring extensive renovations and repairs to the existing fire station. This allows for other offices/departments to utilize the first floor of Historic City Hall after the upcoming renovations to the building.

The cost for this project exceeds the project estimate and the previously appropriated budget, requiring an additional \$245,000 budget adjustment to the Fire Department budget.

REMARKS: Fire Department Headquarters and Administrative Offices were relocated in the fall of 2022 due to building conditions at Historic City Hall and remain dispersed in temporary office spaces pending the completion of this project.

Submitted By: David Holtmann, Director of Finance

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. FY2023 Carryover Budget Adjustment_ord
2. FY2023 Carryover Budget Adjustment

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 05-16-23

Sponsored by: Lee

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-122

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the General Fund budget for the Fire Department of the City of
2 Springfield, Missouri, for Fiscal Year 2022-2023, in the amount of
3 \$245,000 to appropriate a portion of the General Fund carryover
4 funds to complete a Fire Department facility renovation project
5 previously approved for Fiscal Year 2022-2023.
6 _____
7

8 WHEREAS, the Fiscal Year 2022-2023 Fire Department budget included a one-
9 time appropriation to provide for the renovation of a fire station to temporarily relocate
10 Fire Department Headquarters from Historic City Hall to Fire Station No. 6; and
11

12 WHEREAS, after further study and review, Fire Department Headquarters will be
13 permanently relocated to Fire Station No. 6, which relocation requires extensive
14 renovations and repairs to the fire station; and
15

16 WHEREAS, the cost for this project exceeds the project estimate and the
17 previously appropriated budget; and
18

19 WHEREAS, the City wishes to amend the Fire Department budget for Fiscal
20 Year 2022-2023 in the amount of \$245,000 to complete this project.
21

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

25 Section 1 – The General Fund budget for the Fire Department for Fiscal Year
26 2022-2023 is hereby amended in the accounts and in the amounts shows on Budget
27 Adjustment No. 057, which is attached hereto and incorporated herein by this reference
28 as “Exhibit A.”
29

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

33 Passed at meeting: _____

34
35
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42
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44
45

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bunn, Assistant City Attorney

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
057

Revenues:

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

Expenditures:

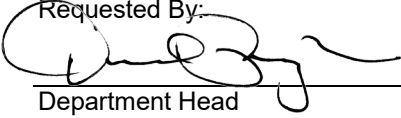
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	10	15010	509110	103197	00000	\$ 245,000	Fire department headquarters relocation
Net Expenditure Adjustment						\$ 245,000	

Fund Balance Appropriation:

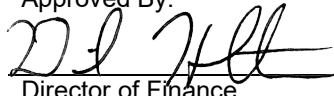
Fund	Title	Amount
10110	General Fund - Fund Balance	\$ (245,000)

Explanation: To amend the FY2022-23 budget by appropriating General Fund accumulated carryover fund balance for the permanent relocation of the Fire Department headquarters and administrative office from historic city hall to Fire Station No. 6.

Requested By:


Department Head 5-16-2023
Date

Approved By:


Director of Finance 5-16-2023
Date

City Manager

Date

Authorization:

Council Bill No. 2023-122
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-123 (HOSMER)

FILED: 05/25/2023

ORIGINATING DEPARTMENT: Parks

TITLE: A special ordinance amending the Park Board's Fiscal Year 2022-2023 operating budget by increasing both revenue and expenses in the amount of \$1,900,000 to allocate \$1,300,000 of revenue and associated offsetting expense items from Parks 2001 and 2006 Sales Tax Funds, \$250,000 within the Parks General Fund, \$80,000 in reimbursements from insurance claims, and \$270,000 of revenue and associated expense items within the Golf Fund, respectively.

PURPOSE: Amending the Park Board's Fiscal Year 2022-2023 operating budget by increasing both revenue and expenses in the amount of \$1,900,000 to allocate \$1,300,000 of revenue and associated offsetting expense items from Parks 2001 and 2006 Sales Tax Funds, \$250,000 within the Parks General Fund, \$80,000 in reimbursements from insurance claims, and \$270,000 of revenue and associated expense items within the Golf Fund, respectively.

BACKGROUND INFORMATION: During the fiscal year, actual revenues and expenditures can vary from the operating budget estimates developed prior to the start of the fiscal year. As a result, a budget adjustment is typically submitted to City Council to recognize these differences and adjust the Parks Budget at or near the close of each fiscal year. During Fiscal Year 2022-2023, the sales tax revenues generated from the 2001 and 2006 Parks Sales Tax Funds will exceed the amount budgeted by Parks by approximately \$1,300,000 (rounded estimate). This additional revenue will be used to offset expense items from the 2001 and 2006 Park Sales Tax Budgets. In addition, during Fiscal Year 2022-2023, the Parks Property Mil Tax revenue is expected to exceed the budget by at least \$250,000. This additional revenue will be used to offset expense items within the Park General Fund. During the current fiscal year, it became necessary to utilize contract management services to employ the volume of temporary employees needed to staff both Parks and Golf facilities. In addition, the Golf Fund revenues will exceed the amount budgeted by Parks by approximately \$270,000 (rounded estimate). This additional revenue will be used to offset expense items in the Golf Fund. Finally, for Fiscal Year 2022-2023, \$80,000 was received in insurance reimbursement revenue to cover the cost of various repairs throughout the Parks Department. This revenue will be used to offset the cost of these repairs which were incurred as a result of severe weather events.

Submitted By: Lana Woolsey, Assistant City Attorney

Authorized for inclusion on the agenda pursuant to City Code section 2-33:



- Attachments:**
1. Parks End-of-Year Budget Adjustment_ord
 2. Parks End-of-Year Budget Adjustment_Exh A

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 05-16-23

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023 -123

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Park Board's Fiscal Year 2022-2023 operating budget by increasing
2 both revenue and expenses in the amount of \$1,900,000 to allocate
3 \$1,300,000 of revenue and associated offsetting expense items from
4 Parks 2001 and 2006 Sales Tax Funds, \$250,000 within the Parks
5 General Fund, \$80,000 in reimbursements from insurance claims, and
6 \$270,000 of revenue and associated expense items within the Golf Fund,
7 respectively.
8 _____
9

10 WHEREAS, during a fiscal year, various events occur resulting in revenue and
11 expenses which were not anticipated at the time the budget was developed; and
12

13 WHEREAS, for efficiency purposes these adjustments to the budget are typically
14 handled toward the end of the fiscal year or shortly thereafter; and
15

16 WHEREAS, the Fiscal Year 2022-2023 operating budget for the Park Board
17 needs to be adjusted for reimbursements and associated offsetting expense items.
18

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

22 Section 1 – The Park Board's Budget for Fiscal Year 2022-2023 is hereby
23 amended in the accounts and in the amounts as shown on Budget Adjustment No. 056,
24 a copy of which is attached hereto and incorporated herein by this reference as “Exhibit
25 A.”
26

27 Section 2 – City Council finds the budget adjustment has been recommended by
28 the Park Board and the City Manager and that the budget adjustment made herein is
29 necessary to reconcile differences between budgeted revenues and expenditures and
30 actual revenues and expenditures.
31

32 Section 3 – City Council hereby directs the City Manager to cause the
33 appropriate accounting entries to be made in the books and records of the City.

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

36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46 _____
47 Approved as to form: _____, Assistant City Attorney

48
49 _____
50 Approved for Council action: _____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
056

Revenues:

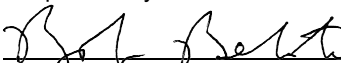
Fund	Dept	Org	Account	P&G	Location	Amount	Description
20120	16	80020	401510	00000	00000	\$ 650,000	Parks 2001 Sales Tax Revenue
20130	16	80030	401510	00000	00000	650,000	Parks 2006 Sales Tax Revenue
20110	16	80010	401030	00000	00000	250,000	Parks Property Mil Tax Revenue
57010	16	25010	412020	00000	10170	70,000	Horton Smith Golf Course Activity Fees
57010	16	25010	412020	00000	10355	100,000	Rivercut Golf Course Activity Fees
57010	16	25010	412020	00000	10410	100,000	Bill and Payne Stewart Golf Course Activity Fees
20110	16	80010	414110	00000	00000	80,000	Reimbursements
Net Revenue Adjustment						\$ 1,900,000	

Expenditures:

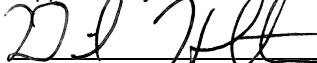
Fund	Dept	Org	Account	P&G	Location	Amount	Description
20120	16	80020	504620	00000	00000	\$ 400,000	Contract Services: Mgmt of Temporary Parks Employees
20130	16	80030	504620	00000	00000	400,000	Contract Services: Mgmt of Temporary Parks Employees
57010	16	25010	504620	00000	10355	25,000	Contract Services: Mgmt of Temporary Parks Employees
57010	16	25010	504620	00000	10410	20,000	Contract Services: Mgmt of Temporary Parks Employees
57010	16	25010	504620	00000	10169	20,000	Contract Services: Mgmt of Temporary Parks Employees
57010	16	25010	501130	00000	10355	10,000	Chemicals and Lab Supplies - Rivercut Golf Course
57010	16	25010	501130	00000	10410	10,000	Chemicals and Lab Supplies - Stewart Golf Course
57010	16	25010	501130	00000	10355	10,000	Chemicals and Lab Supplies - Horton Smith Golf Course
57010	16	25010	507520	00000	10410	35,000	Inventory Purchases - Stewart Golf Course Pro Shop
57010	16	25010	507520	00000	10170	10,000	Inventory Purchases - Horton Smith Golf Pro Shop
57010	16	25010	507520	00000	10355	35,000	Inventory Purchases - Rivercut Golf Course Pro Shop
57010	16	25010	501260	00000	10170	5,000	Operating Supplies - Horton Smith Golf Pro Shop
57010	16	25010	501160	00000	10410	10,000	Operating Supplies - Stewart Golf Course Pro Shop
57010	16	25010	501160	00000	10355	10,000	Operating Supplies - Rivercut Golf Pro Shop
57010	16	25010	504580	00000	10354	10,000	Other Professional Services - Rivercut Golf Course
57010	16	25010	504580	00000	10409	10,000	Other Professional Services - Stewart Golf Course
57010	16	25010	504580	00000	10169	10,000	Other Professional Services - Horton Smith Golf Course
57010	16	25010	504620	00000	10355	17,500	Food and Beverage Supplies - Rivercut Pro Shop
57010	16	25010	504620	00000	10410	17,500	Food and Beverage Supplies - Stewart Pro Shop
57010	16	25010	504620	00000	10169	5,000	Food and Beverage Supplies - Horton Smith Pro Shop
20110	16	80010	502430	00000	00000	3,000	Reserve Fund Balance Appropriation
20110	16	80010	504580	00000	00000	50,000	Other Professional Services
20110	16	80020	508220	00000	00000	22,000	Other Improvements - Meador Park
20110	16	87510	501110	00000	00000	40,000	Building Materials - Dickerson Park Zoo
20110	16	80520	504580	00000	00000	65,000	Other Professional Services - Park Operations
20110	16	82570	505520	00000	10192	50,000	Gas - Jordan Valley Ice Park
20110	16	82570	505510	00000	10192	50,000	Electric - Jordan Valley Ice Park
20110	16	82550	505510	00000	10065	50,000	Electric - Chesterfield Family Center
20120	16	80520	502760	00000	00000	53,000	Plant Equipment Repairs - Park Operations
20120	16	82550	502710	00000	10065	75,000	Building Repairs - Chesterfield Family Center
20120	16	80510	505560	00000	00000	50,000	Water - Park Operations
20120	16	80510	505540	00000	00000	22,000	Sewer - Park Operations
20120	16	80040	501220	00000	00000	50,000	Non-Capital Computer Hardware - Security Upgrades
20130	16	80040	501230	00000	00000	50,000	Non-Capital Computer Software - Security Upgrades
20130	16	87510	505560	00000	00000	20,000	Water - Dickerson Park Zoo
20130	16	87510	502710	00000	00000	40,000	Building Repairs - Dickerson Park Zoo
20130	16	80510	501260	00000	00000	30,000	Operating Supplies - Park Operations
20130	16	80520	501280	00000	00000	25,000	Plumbing and Electrical - Park Operations
20130	16	80520	504580	00000	00000	44,000	Other Professional Services - Park Operations
20130	16	80520	501200	00000	00000	25,000	Repair Maintenance Supplies - Park Operations
20130	16	80010	502430	00000	00000	16,000	Reserve Fund Balance Appropriation
Net Expenditure Adjustment						\$ 1,900,000	

Explanation: To amend the FY2022-23 budget by appropriating Parks 2001 and 2006 Sales Tax, Golf Fund revenue and reimbursements received in excess of budget for the fiscal year ending June 30, 2023.

Requested By:

 5-16-2023
Department Head Date

Approved By:

 5-16-2023
Director of Finance Date

Authorization:

Council Bill No. 2023-123
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date



EXPLANATION TO COUNCIL BILL 2023-124 (LEE)

FILED: 05/25/2023

ORIGINATING DEPARTMENT: Art Museum

TITLE: A special ordinance approving the amended bylaws of the Art Museum Board of the City of Springfield, Missouri.

PURPOSE: Approve amended bylaws of the Art Museum Board of the City of Springfield, Missouri.

BACKGROUND INFORMATION: Section 15.15(3) of the City Charter grants to the Art Museum Board the power to “[a]dopt, subject to the approval of the council, such bylaws, rules, and regulations for the control, management, and government of the facilities, properties, and institutions entrusted to their care; such rules, regulations, and bylaws shall, when approved by the council, have the force and effect of ordinances and may provide the punishment for their violation.” The current bylaws of the Art Museum Board were adopted on August 28, 1973, and were last amended December 14, 1994. The Art Museum Board voted to update and amend its bylaws at their regular meeting on April 20, 2023. Among these amendments include allowing for Board meeting participation by teleconference or videoconference, restructuring of Art Museum Board standing committees, revisions to the duties of Art Museum Board Officers, eliminating redundant or obsolete sections, and updating to more inclusive language. By Charter, the City Council must approve the amended bylaws for them to become effective. The amended bylaws are attached as “Exhibit A.” A summary of the changes is attached as “Exhibit B.”

Submitted By: Nick Nelson, Director of Art Museum

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. Art Museum bylaws_ord
2. Exhibit A- SAM Bylaws - Board Approved 4-20-23
3. Exhibit B- Summary of Proposed Bylaw Changes 3.16.23

One rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 05-16-23

Sponsored by: Lee

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-124

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the amended bylaws of the Art Museum Board of the City of Springfield,
2 Missouri.
3 _____
4

5 WHEREAS, Section 15.15(3) of the Springfield City Charter grants administrative
6 boards of the City of Springfield, Missouri, the power to adopt bylaws; and
7

8 WHEREAS, on April 20, 2023, the Art Museum Board of the City of Springfield,
9 Missouri, voted to update and approve amendments to its bylaws originally adopted on
10 August 28, 1973, and most recently amended on December 14, 1994; and
11

12 WHEREAS, the Springfield City Charter requires Council approval for the
13 amended bylaws to be effective.
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 approves the amended bylaws of the Art
19 Museum Board of the City of Springfield, Missouri, a copy of which is attached hereto
20 and incorporated herein by reference as “Exhibit A.”
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

33 Filed as Ordinance: _____

34

35

36 Approved as to form: Jill Bennis, Assistant City Attorney

37

38

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

BYLAWS OF THE SPRINGFIELD, MISSOURI ART MUSEUM BOARD

Adopted August 28, 1973

Amended December 1, 1976; September 15, 1982; February 20, 1985; April 16, 1986;
December 14, 1994, _____, 2023

ARTICLE I - THE BOARD

Section 1 – Name of the Board. The Administrative Board established by Section 15.20 of Article XV of the Constitutional Charter of the City of Springfield, Missouri, shall be known as the Art Museum Board of Springfield, Missouri.

Section 2 – Duties of the Board. The Art Museum shall have charge of and operate the City Art Museum in accordance with the provisions of Section 15.20 of the City Charter. Other duties of the Administrative Board are spelled out in Section 15.15 of the City Charter. All sales and transfers of Museum property must have Board approval.

ARTICLE II – OFFICERS AND COMMITTEES

Section 1 – In General. The Board shall have the following officers: A chair, a vice-chair, and a secretary, who shall be selected from the Board members who have an ongoing term of at least one-year.

Section 2 – Election of Officers. The Board shall organize annually at its first meeting after the first day of July, at which meeting the Board shall elect, based on nominations submitted by the Executive Committee, the officers of the Board by a majority vote. Elections for each office shall be by paper or electronic ballot unless only one Board member is nominated for the office, in which case election may be by voice vote. Officers shall serve for a term of one year.

Section 3 – The Chair. The Chair shall preside at all meetings of the Board. Except as otherwise authorized by the Board, the Chair shall sign all contracts and other instruments made or entered into by the Board. The Chair shall also serve as the chair of the Executive Committee. The Chair may vote on all matters as a member of the Board.

Section 4 – The Vice-Chair. The Vice-Chair shall perform the duties of the Chair in the absence or incapacity of the Chair, and, should the office of the Chair become vacant, the Vice-Chair shall perform the duties of the Chair until the Board selects a new Chair. The Vice-Chair shall serve as the chair of the Strategic Planning Committee and shall perform such other duties as the Executive Committee may from time to time prescribe.

Section 5 – The Secretary. The Secretary shall keep the records of the Board and shall act as Secretary at all Board and Executive Committee meetings. The Secretary shall oversee the orientation of new Board members and shall perform such other duties as the Executive Committee may from time to time prescribe.

Section 6 – The Executive Committee. The Executive Committee shall consist of the Chair, Vice-Chair, and Secretary. The Art Museum's Director shall serve as a non-voting ex officio

member of the Executive Committee. Members of the Executive Committee shall serve until their successors to their offices are elected or appointed. Actions taken by the Executive Committee shall be reported to the Board at the next succeeding regular meeting of the Board. The Executive Committee shall appoint members to the standing and ad hoc committees.

Section 7 – The Standing Committees. The following standing committees will be appointed within the month following the annual reorganization meeting: Acquisitions, Budget and Finance, Building and Grounds, and Strategic Planning. In addition to the standing committees, the Executive Committee may appoint one or more ad hoc committees to carry out specific functions. The functions of all ad hoc committees shall be approved in advance by the Executive Committee, provided, however, that all such ad hoc committees appointed during any given fiscal year shall automatically expire and cease to exist at the end of such fiscal year, unless the Executive Committee votes to renew them for an additional year. The duties of all committees shall be to confer regularly with the Director and advise the Board.

Section 7.1 Acquisitions. The committee on Acquisitions shall consist of five members. Three shall be from the Art Museum Board, one of whom shall be the current Chair, and two members shall be from the art community. In addition to conferring with the Curator of Art on acquisitions, this committee shall review periodically the adequacy of storage and preservation methods and facilities of the permanent collection.

Section 7.2 Budget and Finance. The committee on Budget and Finance shall review financial reports, budgets, and other data to assure sound operations and adequate financial controls and planning.

Section 7.3 Building and Grounds. The Building and Grounds Committee shall monitor, review, and recommend action to the Art Museum Board as to maintenance, repair and development of the Museum's facilities and grounds.

Section 7.4 Strategic Planning. The Strategic Planning Committee shall ensure that a comprehensive and long-range plan approved by the Board is in place at all times and shall monitor performance within the strategic plan. The long-range plan shall be revised and updated at least every three years by identifying issues for the successful future of the Museum.

Section 8 – Holding Over. Any officer elected by the Board shall hold the position until the officer's successor shall have been elected to office.

Section 9 – Vacancy. Should any office of the Board become vacant, the Board shall elect a successor at its next regular meeting to serve for the balance of the unexpired term.

ARTICLE III – MEETINGS

Section 1 – Regular Meetings. Regular monthly meetings of the Board shall be held at such time, date, and place in the City of Springfield, Missouri, as may be established by the Board. The

Executive Committee, by majority vote, may cancel a regular meeting of the Board. All meetings shall be held in compliance with The Missouri Sunshine Law.

Section 2 – Quorum. Five members of the Board shall constitute a quorum for the purpose of conducting business. When a quorum is in attendance, the Board may act upon a vote of the majority of the duly appointed members then constituting the Board. Any or all Board members may participate in a meeting of the Board by means of a conference telephone or video, or any means of communication by which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at the meeting.

Section 3 – Order of Business. At any regular meeting of the Board, the order of business shall follow that which is set forth in the agenda. The agenda for all regular meetings shall include a Director's Report. The Director's Report shall include the following:

1. A written monthly Budget Report, which shall be included in the electronic distribution of the minutes from the Board's most recent meeting; and
2. A monthly report of the events and activities in the Museum, and the Museum related activities of staff members in the community.

Section 4 – Manner of Conducting Business. The business of the Board shall be conducted in accordance with the most recent published edition of Roberts Rules of Order, except as otherwise provided in these Bylaws.

Section 5 – Manner of Voting. The vote on all motions or matters coming before the Board shall be a voice vote, except that, on the request of any one member, a roll call vote shall be taken and recorded by the Secretary, who is to attribute each "yea" or "nay" vote, or abstinence if not

voting, to the name of each individual member. Any votes taken during a closed meeting shall be taken by roll call.

ARTICLE IV - FINANCIAL AFFAIRS AND BUDGET

Section 1 – The Budget. The Director shall prepare a detailed proposed budget for the upcoming fiscal year and shall electronically mail a copy to each Board member prior to the meeting for adopting the budget, which shall take place in March whenever feasible. The Board will make changes and revisions, if needed, and approve the budget by vote of the majority of the duly appointed members then constituting the Board. The Board shall submit the approved budget to the City Manager, as required by Section 15.10 of the City Charter, and no expenditure shall be made by the Board, nor any funds authorized to be disbursed except the amount thereof that shall have been appropriated for such purpose by the Council of the City of Springfield.

Section 2 – Report and Audit. The Board shall, on or before the fourth Monday the last month of each fiscal year submit an annual report, as required by the City Charter Section 15.13, to the City Council. This report must be submitted to and approved by a majority of the duly appointed members then constituting the Board before its submission to the City Council.

ARTICLE V – CONTRACTS

Section 1 – Contracts to be in Writing. The Board shall not authorize nor enter into any contract unless the same shall be within the scope of its powers or be expressly authorized by law,

nor unless such contract be made upon a consideration wholly to be performed or executed subsequent to the making of the contract; and such contract, including the consideration, shall be in writing and dated when made and shall be executed by the agents of the Board and the other party or parties thereto, and made in the name of the City of Springfield, Missouri; and the Director of Finance shall certify in writing thereon that such contract or order is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

ARTICLE VI – AMENDMENTS

Section 1 – Amendments to Bylaws. These bylaws may be amended with the approval of five members of the Board at any regular or special meeting, provided that proposed amendments shall be submitted in writing to all Board members not less than twenty-eight (28) days prior to the meeting for adopting such changes, and provided that adequate notice is given for the meeting at which the amended bylaws are to be considered and voted upon.

Exhibit B

Summary of Proposed Bylaw Changes March 16, 2023

Corrected Section numbering from Roman Numeral I to Arabic Number 1 throughout. Added page numbers and made minor formatting changes for clarity.

Article II – OFFICERS AND COMMITTEES

Added “and Committees” to title of Article II.

Updated officer titles from Chairman and Vice-Chairman to Chair and Vice-Chair throughout.

Revised:

Section 2 – Election of Officers: Removed the Nominating Committee and restated to include nominations to be submitted to the Board by the Executive Committee. Added provisions for paper and electronic ballots, and a voice vote in the event only one name is nominated for an office. Rearranged to better reflect that officers will be elected by majority vote of the Board.

Section 3 – Chair: Removed the appointment of standing committees from this role.

Section 4 – Vice-Chair: Added to the role of Vice-Chair to serve as the chair of the Strategic Planning Committee and perform such other duties as prescribed by the Executive Committee.

Section 5 – Secretary: Added to the role of Secretary to oversee the orientation of new Board Members and perform such other duties as prescribed by the Executive Committee.

Added:

Section 6 – The Executive Committee. The Executive Committee shall consist of the Chair, Vice-Chair, and Secretary. The Art Museum’s Director shall serve as a non-voting ex officio member of the Executive Committee. Members of the Executive Committee shall serve until their successors to their offices are elected or appointed. Actions taken by the Executive Committee shall be reported to the Board at the next succeeding regular meeting of the Board. The Executive Committee shall appoint members to the standing and ad hoc committees.

Revised:

Section 7 – Standing Committees:

Removed:

Program and Public Relations, Professional Practices, Endowment Fund and Long-Range Planning Committees.

Added:

Building and Grounds and Strategic Planning Committees.

Provision for ad hoc committees: The Executive Committee may appoint one or more ad hoc committees to carry out specific functions. The functions of all ad hoc committees shall be approved in advance by the Board, provided, however, that all such ad hoc committees appointed during any given fiscal year shall automatically expire and cease to exist at the end of such fiscal year, unless the Executive Committee votes to renew them for an additional year.

**Created subsections 7.1 through 7.4 for clarity.*

Revised:

Section 7.1 Acquisitions. Removed Exhibitions from this committee. Updated to include Curator of Arts and removed Director.

Revised:

Section 7.2 Budget and Finance. Added to the role of this committee to review financial reports, budgets, and other data to assure sound operations and adequate financial controls and planning.

[Pending: Number of members and composition of this Committee.]

Added:

Section 7.3 Building and Grounds. The Building and Grounds Committee shall monitor, review, and recommend action to the Art Museum Board as to maintenance, repair and development of the Museum's facilities and grounds.

[Pending: Number of members and composition of this Committee.]

Added:

Section 7.4 Strategic Planning. The Strategic Planning Committee shall ensure that a comprehensive and long-range plan approved by the Board is in place at all times and shall monitor performance within the strategic plan. The long-range plan shall be revised and updated at least every three years by identifying issues for the successful future of the Museum.

[Pending: Number of members and composition of this Committee.]

Revised:

Section 8 - Holding Over: Revised for neutral gender wording.

Article III - MEETINGS

Corrected the numbering of sections. Section 2 was omitted in current version.

Revised:

Section 1 - Regular Meetings: Changed the provision that regular meetings shall not be canceled except by consent of a majority of Board Members to "The Executive Committee, by majority vote, may cancel a regular meeting of the Board."

Section 2 – Quorum: Corrected a typo in the second sentence from “Men” to “When”. Updated to include Board meeting participation by teleconference or videoconference.

Section 3 – Order of Business: Replaced items 1 through 13 with the order of business to follow the agenda, which shall include a Director’s Report. Changed the mailing of minutes to electronic distribution.

Section 4 – Manner of Conducting Business: Added the “most recent published addition” of Roberts Rules of Order.

Section 5 – Manner of Voting: Capitalization and grammatical corrections.

Article IV – FINANCIAL AFFAIRS AND BUDGET

Revised:

Section 1 – The Budget: Updated to add electronic distribution of the proposed budget. Clarified timing process for Board approval.

Removed:

Section 2 – Warrants: Removed in its entirety and renumbered remaining section.

Revised:

Section 3 – Report and Audit: Added annual report must be approved by majority of Board.

Article V – CONTRACTS

Section 1 – Contracts to be in Writing: Typographical correction.

Removed:

Section 2 – Board Member Interest in Contract Prohibited: Removed in its entirety.

Article VI – PERSONNEL

Removed: Entire article and renumbered following Article.

Article VI – AMENDMENTS

Revised:

Section 1 – Amendments to Bylaws: Added that adequate notice shall be given for the meeting in which the amended bylaws are to be considered and voted upon.



EXPLANATION TO COUNCIL BILL 2023-126 (HORTON, HARDINGER, HOSMER,

FILED: 05/25/2023

ORIGINATING DEPARTMENT: Law

TITLE: A resolution affirming City Council's commitment to applying the Five Pillars of Change detailed in the 2022 Mayor's Initiative on Equity and Equality Report to constituents from the LGBTQ+ community; and demonstrating City Council's dedication to continued collaboration with constituents from the LGBTQ+ community and all citizens to improve the culture of inclusion and belonging in Springfield.

PURPOSE: To affirm City Council's commitment to applying the Five Pillars of Change detailed in the 2022 Mayor's Initiative on Equity and Equality Report to constituents from the LGBTQ+ community; and to demonstrate City Council's dedication to continued collaboration with constituents from the LGBTQ+ community and all citizens to improve the culture of inclusion and belonging in Springfield.

BACKGROUND INFORMATION: This Council bill was requested by Councilmembers Monica Horton, Heather Hardinger, Craig Hosmer, and Brandon Jenson.

In 2021, City Council unanimously voted to create the Mayor's Initiative on Equity and Equality to further the City's ongoing efforts to ensure an equitable environment that celebrates diversity and inclusion across the city of Springfield. On April 18, 2022, City Council unanimously adopted by Resolution 10627, the Mayor's Initiative on Equity and Equality Report, which outlined the Five Pillars of Change, which include: Dialogue and Understanding, Cultural Consciousness, Advocacy and Partnerships, Structural and Systemic Barriers, and Personal and Organizational Accountability. This Resolution would confirm City Council's commitment to apply the Five Pillars of Change to their work with constituents from the LGBTQ+ community.

The Resolution also demonstrates City Council's dedication to continued collaboration with constituents from the LGBTQ+ community and all citizens to listen, take action, and improve the culture of inclusion and belonging in Springfield.

Submitted By: Rhonda Lewsader, City Attorney

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Jason Gage, City Manager 5/26/2023

Attachments:

1. Pride Month_res
2. Pride Month_Ex A

One-rdg. X
P. Hrngs.
Pgs. 5
Filed: 05-30-23

 Horton, Hardinger,
Sponsored by: Hosmer, Jenson

COUNCIL BILL 2023-126 RESOLUTION

RESOLUTION

1 AFFIRMING City Council’s commitment to applying the Five Pillars of Change
2 detailed in the 2022 Mayor’s Initiative on Equity and Equality Report
3 to constituents from the LGBTQ+ community; and demonstrating City
4 Council’s dedication to continued collaboration with constituents from
5 the LGBTQ+ community and all citizens to improve the culture of
6 inclusion and belonging in Springfield.
7
8

9 WHEREAS, the Mayor’s Commission on Human Rights and Community
10 Relations conducted the 2020 Springfield Inclusion Survey, the results of which
11 recommended that city leaders “look for ways – festivals, events, celebrations of all
12 kinds – to celebrate diversity” while continuing to foster a culture of inclusion and
13 belonging; and
14

15 WHEREAS, Springfield City Council recognizes June as LGBTQ+ Pride Month in
16 Springfield, Missouri, where Pridefest provides Springfieldians the opportunity to
17 celebrate the rich diversity that exists in our community; and
18

19 WHEREAS, Springfield City Council acknowledges the contributions of
20 Springfieldians from the LGBTQ+ community in business, higher education, arts and
21 culture, K-12 education, health care, U.S. Armed Forces, and philanthropy in
22 Springfield, Missouri; and
23

24 WHEREAS, Springfield City Council acknowledges that by protecting the rights
25 of every individual, we enhance and strengthen the economic vitality and the attraction
26 of Springfield, Missouri for economic investment; and
27

28 WHEREAS, LGBTQ+ Springfieldians demonstrate the value of quality
29 placemaking in helping to make Springfield an attractive place to visit, live, work, and
30 play; and
31

32 WHEREAS, Springfield City Council laments and denounces discrimination and
33 exclusion experienced by Springfieldians in the LGBTQ+ community that makes it
34 difficult for many LGBTQ+ Springfieldians to secure housing, employment opportunities,

health care, a sense of safety, and belonging due to their sexual orientation and/or gender identity; and

WHEREAS, Springfield City Council unanimously voted to create the Mayor's Initiative on Equity and Equality in 2021 to further the City's ongoing efforts to ensure an equitable environment that celebrates diversity and inclusion across the city of Springfield; and

WHEREAS, Springfield City Council unanimously adopted, by Resolution 10627, the Mayor's Initiative on Equity and Equality Report on April 18, 2022, outlining the Five Pillars of Change which include: *Dialogue and Understanding, Cultural Consciousness, Advocacy and Partnerships, Structural and Systemic Barriers, and Personal and Organizational Accountability*. These Five Pillars of Change, also known as the five guiding principles of equity and equality, support the City of Springfield's efforts to continue investments in making Springfield a welcoming place where everyone belongs and can thrive.

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

Section 1 – City Council hereby affirms our commitment to apply the Five Pillars of Change as detailed in the 2022 Mayor's Initiative on Equity and Equality Report, which is attached hereto as "Exhibit A," to our work with constituents from the LGBTQ+ community.

Section 2 – City Council hereby demonstrates our dedication to continued collaboration with constituents from the LGBTQ+ community and all citizens to listen, take action, and improve the culture of inclusion and belonging in Springfield, Missouri.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: Rhonda Lewsader, City Attorney

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

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

March 2022

Background:

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

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

Definition Framework:

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

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

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

Membership:

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

Staff Support:

Anita Cotter
Cora Scott
Taj Suleyman

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

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

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

Dialogue and Understanding

"We are committed to..."

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

Cultural Consciousness

"We are committed to..."

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

Advocacy and Partnerships

"We are committed to..."

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

Structural and Systemic Barriers

"We are committed to..."

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

Personal and Organizational Accountability

"We are committed to..."

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



EXPLANATION TO COUNCIL BILL 2023-127 (SIMPSON)

FILED: 05/15/2023

ORIGINATING DEPARTMENT: Art Museum

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Missouri Department of Economic Development for the purpose of accepting federal American Rescue Plan Act grant funds to support construction of the Springfield Art Museum Renovation and Expansion Project, and to exercise any and all powers necessary to obtain such funding and carry out the identified activities; amending the budget of the City of Springfield for Fiscal Year 2022-2023 in the amount of \$2,752,750; and declaring that this bill qualifies for approval in one reading.

PURPOSE: To authorize the City Manager or his designee, on behalf of the City, to accept federal grant funds up to the amount of \$2,752,750 from the Missouri Department of Economic Development ("DED") to support construction of the Springfield Art Museum Renovation and Expansion Project; to enter into an agreement with DED that substantially conforms to "Exhibit A" for acceptance and use of those funds; to exercise any and all powers to obtain such funding and carry out the identified activities; and approving a budget adjustment amending the Fiscal Year 2022-2023 budget of the Art Museum in the amount of \$2,752,750 to appropriate the federal grant funds.

BACKGROUND INFORMATION: Through the Department of the Treasury, DED Local Tourism Asset Development funds have been made available in the amount of \$30 million statewide under House Bill 3020. Local Tourism Asset Development grant funds will be used toward construction of Springfield Art Museum Renovation and Expansion Project to enhance Springfield as a destination for arts and cultural tourism. The completed project envisions a new educational wing, expanded west entry and event space, improvements to the Museum grounds, and interior renovations to the auditorium, exhibition preparation, art receiving and storage, and galleries as well as other interior and exterior improvements intended to attract arts and cultural tourists from our region and beyond. Resolution 10665 authorized the City to apply for State American Rescue Plan Act ("ARPA") Local Tourism Asset Development Grant Program Funds from DED on November 14, 2022, in support of construction of Springfield Art Museum Renovation and Expansion Project. On April 13, 2023, DED awarded the City \$2,752,750 in ARPA Local Tourism Asset Development grant funds toward construction of eligible features of Springfield Art Museum Renovation and Expansion Project. A financial assistance agreement is included as "Exhibit A."

Submitted By: Nick Nelson, Director of Art Museum

Authorized for inclusion on the agenda pursuant to City Code section 2-33:



Maurice S. Jones, Deputy City Manager 5/22/2023

- Attachments:**
1. Art Museum DED Tourism Asset Development ARPA Grant_Ord
 2. Exhibit A - Grant Agreement
 3. Exhibit B- Art Museum DED Tourism Asset Development ARPA Grant_BA

One-rdg. X
P. Hrngs.
Pgs. 34
Filed: 05-30-23

Sponsored by: Simpson

First Reading:

Second Reading:

COUNCIL BILL 2023-127

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the
2 Missouri Department of Economic Development for the purpose of
3 accepting federal American Rescue Plan Act grant funds to support
4 construction of the Springfield Art Museum Renovation and Expansion
5 Project, and to exercise any and all powers necessary to obtain such
6 funding and carry out the identified activities; amending the budget of
7 the City of Springfield for Fiscal Year 2022-2023 in the amount of
8 \$2,752,750; and declaring that this bill qualifies for approval in one
9 reading.

10 _____
11
12 WHEREAS, City Council authorized the City Manager in Resolution 10665,
13 adopted on November 14, 2022, to apply for up to \$3.5 million in funds from the
14 Missouri Department of Economic Development ("DED") American Rescue Plan Act
15 ("ARPA") Local Tourism Asset Development Grant Program, with such funds to be used
16 for construction of the Springfield Art Museum Renovation and Expansion Project; and
17

18 WHEREAS, the DED has awarded the City \$2,752,750 in ARPA Local Tourism
19 Asset Development Grant funds toward construction of eligible features of the
20 Springfield Art Museum Renovation and Expansion Project.
21

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

25 Section 1 – The City Manager, or his designee, is hereby authorized to accept
26 grant funding in the amount of \$2,752,750 from the Missouri Department of Economic
27 Development for the purpose of constructing eligible features of the Springfield Art
28 Museum Renovation and Expansion Project, and to do those things necessary to
29 receive and disburse such funding and carry out the identified activities, including
30 entering into a Grant Agreement substantially the same as the document attached
31 hereto and incorporated herein by reference as "Exhibit A."
32

33 Section 2 – The budget of the City of Springfield for Fiscal Year 2022-2023 is
34 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
35 No. 062, a copy of which is attached hereto and incorporated herein by reference as
36 “Exhibit B.”
37

38 Section 3 – City Council hereby finds that the budget adjustment made above
39 has been recommended by the City Manager.
40

41 Section 4 – The City Manager is directed to cause the appropriate accounting
42 entries to be made in the books and records of the City.
43

44 Section 5 – City Council hereby finds and declares that this Ordinance may be
45 passed as a one-reading ordinance under City charter Section 2.16 (25) as it relates to
46 a contract for the acceptance of grant funds from a state or federal agency. Therefore,
47 this Ordinance shall be in full force and effect from and after passage.
48

49 Passed at meeting: _____
50

51 _____
52 Mayor
53

54 Attest: _____, City Clerk
55

56 Filed as Ordinance: _____
57

58
59 Approved as to form: Jill Bennis, Assistant City Attorney
60

61
62 Approved for Council action Jason A. Hage City Manager

Exhibit A

GRANT AGREEMENT

Missouri ARPA Local Tourism Asset Development Grant Program

This Grant (Subaward) Agreement ("Agreement") is entered into by and between the Department of Economic Development, an executive branch agency of the State of Missouri ("DED"), and Subrecipient (together with DED a "Party" or collectively the "Parties").

1. IDENTIFYING INFORMATION

A field with an asterisk (*) is a defined term in this Agreement.

SUBRECIPIENT* City of Springfield, Missouri	PROJECT NAME Springfield Art Museum Renovation and Expansion
STATE OF ORGANIZATION MO	TYPE OF ENTITY Municipality or county
EIN 446000268	SAM.GOV UNIQUE ENTITY IDENTIFIER VMKPNYHAL941
FEDERAL AWARD ID NUMBER SLFRP4542	CFDA NUMBER AND NAME 21.027 Coronavirus State Fiscal Recovery Fund
MAXIMUM SUBAWARD* \$2,752,750	COST SHARING RATIO* 1:1 (Program Funds:Local Match)
	MO CONTRACT NUMBER 34411355
DATE OF AWARD* April 7, 2023	PERIOD OF PERFORMANCE* March 3, 2021 through June 30, 2026
NOTICE TO SUBRECIPIENT* Attn: Jason A. Gage Title: City Manager Street: 840 N. Boonville Avenue City, State, Zip: Springfield, MO 65802 Phone: 1-417-864-1006 Email: jgage@springfieldmo.gov	NOTICE TO DED* Department of Economic Development Attn: Bradley Clark Senior Grant Success Manager Federal Initiatives Mail: PO Box 1157 Jefferson City, MO 65102 Physical: 301 W. High Street, Suite 720 Jefferson City, MO 65101 Phone: 573/395-6055 Email: Bradley.Clark@ded.mo.gov

2. RECITALS

- 2.1. The federal American Rescue Plan Act of 2021 ("ARPA") (Pub. L. 117-2) established the Coronavirus State Fiscal Recovery Fund ("SFRF") ([42 U.S.C. § 802](#)), and appropriated \$195.3 billion to the U.S. Department of the Treasury ("Treasury") for payments to the states to respond to the Coronavirus Disease 2019 ("COVID-19") public health emergency or for various purposes, including "to respond to the negative economic impacts" of COVID-19, including by providing assistance to "impacted industries such as tourism, travel, and hospitality."
- 2.2. The SFRF is further implemented by Treasury through regulations ([31 CFR part 35](#)) and other guidance.
- 2.3. The State of Missouri ("State") entered into an agreement with Treasury regarding the State's share of SFRF funding ("Treasury-State Grant Agreement").
- 2.4. The SFRF award to the State is over \$2.5 billion (separate from local government allocations).
- 2.5. The Missouri General Assembly appropriated, and the Governor approved, \$30,000,000 in SFRF funds to DED for local tourism development for State Fiscal Year 2023 (July 1, 2022 – June 30, 2023) (House Bill 3020, § 20.100, 2022).
- 2.6. DED established the Missouri ARPA Local Tourism Asset Development Grant Program, a competitive grant program ("Program"), to provide federal financial assistance to further the statewide recovery of the tourism, travel, and hospitality industries from the negative economic impact of the COVID-19 pandemic.
- 2.7. DED issued guidelines for the Program on or about October 5, 2022.
- 2.8. From October 14 to December 14, 2022, DED accepted applications from interested applicants.
- 2.9. DED issued Administrative Policy FAQs applicable to the Program on December 13, 2022 ("Administrative FAQs").
- 2.10. Subrecipient submitted an application for a local tourism asset development project, and DED approved the project for funding.
- 2.11. The Parties wish to set forth their mutual expectations and obligations with respect to DED's Subaward to Subrecipient, and agree as follows:

3. DEFINITIONS

3.1. As used in this Agreement, capitalized terms have the meanings set forth in the introductory clause, section 1 (terms followed by an asterisk), section 2 of this Agreement, and as follows:

(a) "Administrative FAQs" means the document described in section 2.9 of this Agreement, that can be accessed from the DED ARPA webpage, specifically at <https://ded2.mo.gov/media/pdf/faqs-community-revitalization-workforce-training-and-tourism>, as may be amended from time to time, which is incorporated by reference as if fully set forth herein.

(b) "Allowable Costs" has the meaning set forth in section 6 of this Agreement.

(c) "Cost Sharing Ratio" means the amount of Local Match that Subrecipient must demonstrate to DED to receive payment of an amount of Program Funds, expressed as a ratio of dollars of Program Funds for each dollar of Local Match.

For this Subaward, the Cost Sharing Ratio is set forth in section 1 of this Agreement. Cost Sharing Ratio is only for the purposes of payment rate of Program Funds, and does not alter the Maximum Subaward Amount or Subrecipient's Local Match obligation.

(d) "Local Match" is the amount of funds for the Project that are not Program Funds, as set forth in Subrecipient's Application, which may be modified by Subrecipient's Final Project Budget, which is in Exhibit 3 to this Agreement.

(e) "Program Funds" means the Federal Financial Assistance Subrecipient has or may receive from DED under this Agreement, which must not exceed the Maximum Subaward amount in section 1 of this Agreement. Program Funds consist of SFRF funds, pursuant to the Treasury-State Grant Agreement.

(f) "Program Guidelines" means the document attached as Exhibit 1 to this Agreement, titled "Local Tourism Asset Development Grant, Program Guidelines", and described in section 2.7 of this Agreement.

(g) "Project" means the local tourism asset development project as set forth in Subrecipient's Application, further identified by the Project Name in section 1 of this Agreement, modified, if applicable.

(h) "Project Cost" has the meaning set forth in 2 CFR 200.1, and is the total Allowable Costs actually incurred for the Project.

- (i) "Request for Payment" means any DED form, whether paper or electronic, by which Subrecipient requests payment from the State/DED from Program Funds by providing required information and supporting documentation.
- (j) "RSMo" means the Revised Statutes of Missouri.
- (k) "Subaward" has the meaning set forth in 2 CFR 200.1, and is as described in the contract documents set forth in section 4 of this Agreement.
- (l) "Subrecipient" means the entity identified in section 1 of this Agreement, which is a subrecipient as that term is defined in 2 CFR 200.1.
- (m) "Subrecipient's Application", means the application form and supporting documentation received by DED from Subrecipient for the Program by which Subrecipient requested an award of federal financial assistance, further identified based on the Project Name specified in section 1 of this Agreement.
- (n) "Total Budgeted Amount" means the sum of the Maximum Subaward and the Local Match. The Total Budgeted Amount is a forward-looking amount, and may be a different amount than Project Cost, which is based on actual costs incurred for the Project.
- (o) "Treasury" means the U.S. Department of the Treasury, which is the awarding federal agency as that term is defined in 2 CFR 200.1.
- (p) "Treasury-State Grant Agreement" means the SFRF grant agreement described in section 2.3 of this Agreement and is the document attached as Exhibit 2 to this Agreement,
- (q) "Unallowable Cost" has the meaning as set forth in the Uniform Guidance, subpart E, and as set forth in section 6 of this Agreement.
- (r) "Uniform Guidance" means [2 CFR part 200](#), Uniform Administrative Requirements, Cost Principles, and Audit Requirements, adopted by Treasury pursuant to 2 CFR 1000.10.

4. THE CONTRACT DOCUMENTS

- 4.1. The contract between the Parties with respect to the grant of Program Funds to Subrecipient shall consist of:
 - (a) This Agreement, which includes the Program Guidelines (Exhibit 1), the Treasury-State Grant Agreement (Exhibit 2); the Administrative FAQs (<https://ded2.mo.gov/media/pdf/faqs-community-revitalization-workforce-training-and-tourism>); and Subrecipient's Final Project Budget (Exhibit 3); and

- (b) Subrecipient's Application, incorporated by reference as if attached to or fully set forth in this Agreement.

5. SUBRECIPIENT'S OBLIGATIONS

- 5.1. In entering into this Agreement, Subrecipient certifies that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project in compliance with this Agreement.
- 5.2. In addition to federal and state laws, regulations, and executive orders as set forth elsewhere in this Agreement, all of Subrecipient's activities under this Subaward must comply with all applicable requirements in:
 - (a) [42 U.S.C. § 802](#) (codification of SFRF from ARPA);
 - (b) Treasury SFRF regulations at [31 CFR part 35](#);
 - (c) Supplementary Information to the SFRF Final Rule, [87 F.R. 4338-4446](#);
 - (d) Treasury SFRF guidance documents:
 - i. "[Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds](#)", Version 5.0 issued by Treasury on September 20, 2022, as may be amended from time to time;
 - ii. "[Coronavirus State and Local Fiscal Recovery Funds Final Rule Frequently Asked Questions](#)", most recently updated on July 27, 2022, as may be amended from time to time;
 - iii. "[Project and Expenditure Report User Guide, State and Local Fiscal Recovery Funds](#)", Version 4.0 issued by Treasury on October 12, 2022, as may be amended from time to time; and
 - iv. Any other guidance issued by Treasury regarding the SFRF.
 - (e) The Treasury-State Grant Agreement (Exhibit 2);
 - (f) Program Guidelines (Exhibit 1); and
 - (g) Administrative FAQs.
- 5.3. Subrecipient must complete the Project by the end of the Period of Performance set forth in section 1 of this Agreement.
- 5.4. Subrecipient may use Program Funds only to carry out the activities for the Project as set forth in Subrecipient's Application and for no other purpose.
- 5.5. The Project must provide programs or services to eligible beneficiaries (see Exhibits 1 and 2) as set forth in Subrecipient's Application.
- 5.6. Subrecipient may only be paid by DED with Program Funds for Allowable Costs.
- 5.7. Any publications produced with funds from this Subaward must display the following language: "This product [is being] [was] supported, in whole or in

part, by federal award number SLFRP4542 awarded to the State of Missouri by the U.S. Department of the Treasury."

6. COST PRINCIPLES

- 6.1. Allowable Costs will be determined based on the following:
- (a) Subpart E of the Uniform Guidance, Cost Principles, including but not limited to:
 - i. The cost is necessary for Subrecipient to carry out the Project;
 - ii. The cost must not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost;
 - iii. The cost must have been incurred directly or indirectly to carry out the Project; and
 - iv. The cost must be adequately documented;
 - (b) The cost must be incurred by Subrecipient prior to the end of the Period of Performance; and
 - i. For the purposes of meeting Local Match, costs cannot be incurred earlier than the beginning of the Period of Performance; and
 - ii. For the purposes of receiving Program Funds from DED for incurred or paid costs, costs cannot be incurred earlier than the Date of Award;
 - (c) The cost must be included in the Subrecipient's Final Project Budget (Exhibit 3);
 - (d) Contingency costs will be Allowable Costs only if included in Subrecipient's Application;
 - (e) Subaward administrative costs will be allowable costs only if included in Subrecipient's Application and in Subrecipient's Final Project Budget (Exhibit 3), and such costs must not exceed the maximum amount as set forth in the Program Guidelines;
 - (f) The cost is not an Unallowable Cost, which includes, but is not limited to, the following:
 - i. Costs incurred by Subrecipient outside of the time periods set forth in section 6.1 (b), except for Subaward administrative costs incurred relating to close-out of an award;
 - ii. Costs that will be reimbursed by other federal, state, or local funding;
 - iii. Costs as set forth in the Program Guidelines or Administrative FAQs as an ineligible project cost;
 - iv. Indirect costs;

- v. Costs that are not allowable under Subpart E of the Uniform Guidance, Cost Principles, including but not limited to exclusions of selected items of cost in 2 CFR 200.420-.476; and
- vi. Costs of prohibited lobbying activities, as set forth in 2 CFR 200.450 (see certification in section 13.1(g) of this Agreement).

7. LOCAL MATCH

- (a) Subrecipient's Application, as modified by Subrecipient's Final Project Budget (Exhibit 3), includes a voluntary cost sharing commitment (see 2 CFR 200.1), or Subrecipient must meet its commitment (the "Local Match") as set forth in this Agreement.
- (b) Subrecipient's Local Match voluntary cost sharing commitment in Subrecipient's Application was based on anticipated total project costs (the Total Budgeted Amount). Accordingly, Subrecipient's voluntary cost sharing commitment shall be determined as follows:
 - i. If actual Allowable Costs for the Project are less than the Total Budgeted Amount (e.g., the Project is completed at lower costs than anticipated), Subrecipient's voluntary cost sharing commitment under this Agreement shall be the product of the Cost Sharing Ratio and the actual Allowable Costs for the Project.
 - ii. If actual Allowable Costs for the Project exceed the Total Budgeted Amount, the Program Funds with which DED may reimburse Subrecipient cannot exceed the Maximum Subaward amount in section 1 of this Agreement.
- (c) Subrecipient's failure to meet its Local Match may result in DED assigning specific award conditions or taking other action as authorized in section 14 of this Agreement.
- (d) As stated in section 6.1(b), Subrecipient's Local Match must be met from otherwise Allowable Costs incurred during the Period of Performance.
- (e) Subrecipient's Local Match must comply with 2 CFR 200.306.
- (f) Unrecovered indirect costs are not allowed to meet the Local Match.
- (g) Subrecipient must create and maintain sufficient records demonstrating that it is meeting or has met its Local Match requirement, to facilitate questions and audits.
- (h) Subrecipient must submit records to DED showing how it has met its Local Match according to the Cost Sharing Ratio, in order to receive payment under section 8 of this Agreement.

8. PROGRAM FUNDS PAYMENT

- 8.1. Subrecipient will receive no Program Funds from DED until it has successfully registered for and received:
- (a) A SAM.gov Unique Entity Identifier and provided the number to DED; and
 - (b) A vendor number from Missouri's SAM II vendor registration system.
- 8.2. Subrecipient may submit Requests for Funds to DED with all necessary supporting documentation, including invoices, by using an electronic interface designated by DED, which will require Subrecipient to have the ability to upload electronic copies of documents.
- (a) Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly):
 - iii. Invoice/reference number (assigned by Subrecipient);
 - iv. Invoice date;
 - v. Invoice period (to which the reimbursement request is applicable);
 - vi. MO Contract Number (from section 1 of this Agreement);
 - vii. Recipient/Pass-through Entity: State of Missouri, Department of Economic Development;
 - viii. Subrecipient name;
 - ix. Subrecipient remittance address;
 - x. Subrecipient contact for invoice questions (name, phone, and email, if available); and
 - xi. Itemization of payment requested for the invoice period detailing, at minimum, all of the following:
 - a. The amount requested by Subaward budget line-item;
 - b. The amount paid by Subaward budget line-item to date;
 - c. The total amount paid under this Agreement to date; and
 - d. The total amount requested (all line-items) for the invoice period;
 - (b) Subrecipient has agreed to a Local Match pursuant to section 7.1 of this Agreement. With each request for payment to DED, Subrecipient must submit documents enabling DED to ensure it is paying Subrecipient with Program Funds according to the Cost Sharing Ratio in section 1 of this Agreement. For example, if the Cost Sharing Ratio is 1:1, for every dollar requested in Program Funds, Subrecipient must demonstrate to DED that it has expended one dollar in Local Match; and

- (c) If total payments to Subrecipient under this Agreement exceed the Maximum Subaward amount, Subrecipient must refund the excess amount to DED.
- 8.3. Requests for Program Funds must be submitted only by a person authorized to submit a Request according to Subrecipient's internal control processes. A form will be provided by DED for Subrecipient to designate who is authorized to submit Requests for Program Funds.
- 8.4. Subrecipient shall submit Requests for Program Funds no more than once a month, unless the amount exceeds \$10,000.
- 8.5. Requests for Program Funds can be of two types:
 - (a) Reimbursement of Costs Paid. The cost reimbursement method of payment consists of the payment of Program Funds to the Subrecipient based on actual expenditures for which the Subrecipient paid.
 - i. Supporting documentation may include invoices, paid bills, purchase vouchers, payrolls, copies of checks, contractor pay applications, etc.
 - ii. All vouchers/invoices should be on contractor's/vendors' letterhead.
 - iii. Source documentation should explain the basis of the costs incurred and the actual dates of the expenditure.
 - iv. Reimbursement of costs paid is the preferred method of payment of Funds by DED.
 - (b) Advance payment. The Subrecipient may request Program Funds for incurred costs that the Subrecipient is unable to pay in advance of receiving Program Funds from DED.
 - i. Supporting documentation includes invoices or similar documentation. Subrecipient must explain in its Request for Payment why it cannot proceed with the reimbursement of costs method.
 - ii. During monitoring by DED, the Subrecipient must provide supporting documentation that the incurred costs were paid within three business days of receipt of Program Funds by DED (the "Three-Day Rule"). Documents of this include bank statements or cancelled checks.
 - (c) Subrecipient may use both types of Request for Payment, depending on the costs at issue.
- 8.6. If Subrecipient's budget includes grant administrative costs, such costs shall not exceed the amounts in the Program Guidelines.
 - (a) Subrecipient's grant administration costs shall be paid by DED as a set percentage of each Request for Payment.

- 8.7. Upon review and approval of Subrecipient's Request for Funds, DED shall pay Subrecipient's Allowable Costs with Program Funds, not to exceed the Maximum Subaward amount in section 1 of this Agreement. As stated in section 6.1 (b), costs incurred prior to the Date of Award are not eligible for Program Funds.
- 8.8. Subrecipient must submit its final Request for Funds to DED no later than the end of the Period of Performance. DED will not reimburse a Request for Funds received after this date.
- 8.9. DED is not liable for any of Subrecipient's obligations, expenditures, or commitments in any amount in excess of the Maximum Subaward amount in section 1 of this Agreement.
- 8.10. Any reimbursements to Subrecipient will be subject to reduction for amounts included in any invoice or payment that are determined by DED, on the basis of audits or monitoring, to constitute Disallowed Costs in accordance with the Cost Principles of subpart E of the Uniform Guidance and as set forth elsewhere in this Agreement.
- 8.11. An initial payment by DED will not be construed as a final determination by DED that the costs are Allowable Costs.
- 8.12. As provided in the Treasury-State Grant Agreement, any funds paid to the Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this Subaward; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to 42 U.S.C. § 802(e) and have not been repaid by the State shall constitute a debt owed by the State to the federal government.
 - (a) In such instance, the funds constituting the State's debt to the federal government shall also constitute Subrecipient's debt to the State. Debts owed by Subrecipient to the State must be paid promptly by Subrecipient to the State. A debt owed to the State by Subrecipient under this Agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Subrecipient knowingly or improperly retains funds that are a debt as defined in this section 8.12.
 - (b) The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under section 15 of this Agreement. The rights of the State as expressed in this section 8.12 are in addition to, and do not imply the exclusion of, any other rights the State

may have under applicable law to collect a debt or seek damages from Subrecipient.

9. REPORTING

9.1. Subrecipient agrees to comply with any reporting obligations established by Treasury or DED, as it relates to this subaward. In the case of an additional reporting obligation imposed by DED under 2 CFR 200.332(a)(3), this Agreement shall be amended.

9.2. DED/the State must submit two types of reports to Treasury: quarterly project and expenditure reports and annual performance reports.

9.3. Quarterly Project and Expenditure Reports

- (a) DED/the State must submit quarterly project and expenditure reports ("Quarterly Reports") to Treasury.
- (b) Subrecipient agrees to provide DED with the data, information, and documents set forth in section 9.3(f) of this Agreement on the following dates each year: March 1, June 1, September 1, and December 1.
- (c) Subrecipient agrees to provide the data, information, and documents for the Quarterly Reports in a format designated by DED, which is expected to be using the Submittable® platform similar to how Subrecipient applied for the Program.
- (d) The data, information, and document requirements for the quarterly report in section 9.3(f) of this Agreement are based on information in the following Treasury documents:
 - i. Treasury's SFRF [Compliance and Reporting Guidance](#) (Version 5.0, September 20, 2022), as may be amended from time to time; and
 - ii. Treasury's SFRF [Project and Expenditure Report User Guide](#) (Version 6, April 1, 2023), as may be amended from time to time.
- (e) Subrecipient agrees that if Treasury modifies its quarterly project and expenditure reporting requirements under SFRF, Subrecipient will provide additional reporting required by Treasury of DED/the State for the Project.
- (f) Based on the Treasury guidance in section 9.3(d) of this Agreement, Subrecipient agrees to provide the following information to DED/the State for the Quarterly Reports:

(1)	Project name, basic description, project expenditure category
(2)	Project completion status (not started, less than 50% complete, 50% or more complete, completed)
(3)	Project obligations and expenditures (current period and cumulative)

(4)	Program income (if applicable)
(5)	Total approved/adopted budget for Project (all sources)
(6)	Project Demographic Distribution (a) What Impacted and/or Disproportionately Impacted population does this project primarily serve? (b) If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, identify the two additional populations served
(7)	Number of beneficiaries (tourism industry organizations) served/benefitted from the project
(8)	For construction projects: (a) Projected and actual construction start date (b) Projected and actual construction completion date (c) Projected and actual initiation of operations date (d) If construction completed but operations have not begun, an explanation
(9)	Information as set forth in section 10 of this Agreement, if applicable
(10)	Other information as reasonably required by DED
(11)	Any other information required by Treasury

9.4. **Annual Recovery Plan Performance Report.**

- (a) DED/the State must submit Recovery Plan Performance Reports annually covering each July 1-June 30 fiscal year for 2022 through 2026. Those reports are due to Treasury by the July 31 following the end of the applicable fiscal year. The final Recovery Plan Performance Report (July 1, 2026-Dec. 31, 2026) is due to Treasury April 30, 2027. The annual reports required are:
- (b) Information about the contents of the Recovery Plan Performance Report are in the [SFRF Compliance and Reporting Guidance](#), pp. 34-40, in Treasury's [Recovery Plan Reporting User Guide](#) (Version 2.0, July 1, 2022) and Treasury has a suggested template (for the State) at the [SFRF Compliance and Reporting webpage](#) titled "Recovery Plan Template".
- (c) In order for DED/the State to be able to timely file its Annual Performance Reports with Treasury, Subrecipient agrees to provide DED/the State with any required data, information, and documents to be included in the Annual Performance Reports no later than February 28, 2027.
- (d) DED will make all efforts to use the Quarterly Reports to create the Annual Performance Reports in lieu of potentially duplicative reporting.

but reserves the right to request updated information if necessary to comply with Treasury's requirements.

- 9.5. Per 31 CFR 35.4, Treasury may request other additional information, in addition to regular reporting as may be necessary or appropriate, including as may be necessary to prevent evasions of the requirements of 31 CFR 35.1 to 35.12. Subrecipient agrees to cooperate with DED/the State and provide any information requested by Treasury.

10. STRONG LABOR PRACTICES IN CONSTRUCTION

- 10.1. Treasury encourages the use of strong labor practices for capital expenditure projects funded by SFRF in order to ensure projects produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency.
- 10.2. If the Project has a Total Approved Budget amount greater than \$10 million, then the following requirements apply to the Project:
- (a) Subrecipient must provide, if it did not do so in Subrecipient's Application, a certification that, for the Project, all laborers and mechanics employed by contractors and subcontractors in the performance of the Project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in- construction law (commonly known as "baby Davis-Bacon Acts");
 - (b) Subrecipient must provide, if it did not do so in Subrecipient's Application, a Project workforce continuity plan detailing:
 - i. How Subrecipient will ensure the Project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the Project, including a description of any required professional certifications and/or in-house training, registered apprenticeships or labor-management partnership training programs, and partnerships like unions, community colleges, or community-based groups;
 - ii. How Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the Project;
 - iii. How Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and

- fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
- iv. Whether workers on the Project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the Project has completed a project labor agreement, meaning a prehire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. § 158(f));
- (c) Subrecipient must report to DED, if it did not do so in Subrecipient's Application, whether the Project prioritizes local hires; and
- (d) Subrecipient must report to DED, if it did not do so in Subrecipient's Application, whether the Project has a community benefits agreement, and if so, must provide a description of any such agreement. A community benefits agreement is a contract between one or more community-based organizations (these may be composed of non-profits, faith-based organizations, labor groups, and others representing the interests of a community) and Subrecipient identifying a range of community benefits Subrecipient agrees to provide as part of the Project, in return for the community's support of the Project.
- (e) Subrecipient must maintain sufficient records to substantiate the information in section 10.2(a)–(d) of this Agreement.
- (f) Subrecipient must provide any updated reporting on the information in section 10.2(a)–(d) of this Agreement required by Treasury as part of DED/the State's reporting obligations, as described in section 9 of this Agreement.

11. MONITORING AND CLOSEOUT

- 11.1. DED will monitor the Project to evaluate Subrecipient's compliance with Federal statutes, regulations and the terms of this Agreement, and will take prompt action when instances of noncompliance are identified.
 - (a) Monitoring and oversight may be in the form of site visits or desk reviews. DED will notify Subrecipient in advance of any site visits.
- 11.2. Subrecipient must submit to DED all Project closeout documents no later than sixty (60) days after the end of the Period of Performance, so that DED can submit its closeout documents to Treasury, as set forth in 2 CFR 200.344.
- 11.3. Closeout will be conducted pursuant to the Uniform Guidance and the Subrecipient shall have continuing responsibilities as set forth in 2 CFR 200.345.

12. RECORD RETENTION AND ACCESS

- 12.1. Subrecipient must establish and maintain records, including financial documents, sufficient to enable DED to determine whether Subrecipient has complied with the terms of this Agreement, and to assist DED in meeting its recordkeeping requirements. Such records may include, but are not limited to:
 - (a) Records documenting compliance with 42 U.S.C. § 802, Treasury SFRF regulations at 31 CFR part 35; Supplementary Information to the Final SFRF Rule, 87 F.R. 4338-4446; Treasury Guidance as described in sections 5.2(d) of this Agreement, and other terms of this Agreement (2 CFR 200.302(a));
 - (b) Records sufficient to permit, as stated in 2 CFR 200.302(a):
 - i. The preparation of reports required by general and program-specific terms;
 - ii. The tracing of funds to a level of expenditures adequate to establish that such funds have been used according to Federal statutes, regulations, and the terms of this Agreement; and
 - (c) Records allowing DED to establish and demonstrate that the requirements of 2 CFR 200.302(b) are met with respect to the Project.
- 12.2. Subrecipient must retain all of its records relating to this Subaward, including supporting documentation, for five (5) years from the date of DED's closeout of this Subaward, unless a longer period is required as set forth in the exceptions in 2 CFR 200.334.
- 12.3. Subrecipient must give the State, DED, Treasury, Treasury's Office of the Inspector General, the Government Accountability Office, the Missouri State Auditor, and their authorized representatives, access to any records (electronic and otherwise) of Subrecipient related to this Subaward in order to conduct inspections, audits, or other investigations. Subrecipient must also give timely and reasonable access to its personnel for the purpose of interview and discussion related to such records.

13. ADDITIONAL PASS-THROUGH REQUIREMENTS

- 13.1. Pursuant to the Treasury-State Grant Agreement, the federal laws and regulations that apply to this Subaward include:
 - (a) Other than such provisions as Treasury may determine are inapplicable to this Subaward, and subject to such exceptions as may be otherwise provided by Treasury, this Subaward is subject to the Uniform Guidance ([2 CFR part 200](#)). Subpart F – Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this Subaward.

Subrecipient must perform this Agreement in compliance with the applicable provisions of the entirety of the Uniform Guidance, not just provisions specifically referenced in this Agreement;

- (b) Universal Identifier and System for Award Management ("SAM"), [2 CFR part 25](#), pursuant to which the award term set forth at [Appendix A to 2 CFR part 25](#) is hereby incorporated by reference;
- (c) Reporting Subaward and Executive Compensation Information, [2 CFR part 170](#), pursuant to which the award term set forth at [Appendix A to 2 CFR part 170](#) is hereby incorporated by reference;
- (d) OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), [2 CFR part 180](#), and Treasury's implementing regulation at [31 CFR part 19](#), including both the requirement to comply with [31 CFR part 19's subpart C](#) as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;
 - i. Subrecipient hereby reaffirms its statements in the "Certification Regarding Debarment and Suspension" submitted with Subrecipient's Application.
- (e) Recipient Integrity and Performance Matters, pursuant to which the award term set forth at [2 CFR part 200, Appendix XII](#), is hereby incorporated by reference;
- (f) Government-wide Requirements for Drug-Free Workplace, [31 CFR part 20](#);
- (g) New Restrictions on Lobbying, [31 CFR part 21](#);

If the Maximum Subaward amount in section 1 of this Agreement exceeds \$100,000, Subrecipient certifies, to the best of its knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- iii. Subrecipient must require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (h) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended ([42 U.S.C. §§ 4601–4655](#)) and implementing regulations;
- (i) Federal statutes, regulations, and federal executive orders prohibiting discrimination applicable to this Subaward include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964, as amended ([42 U.S.C. §§ 2000d et seq.](#)) and Treasury's implementing regulations at [31 CFR part 22](#), and the government-wide regulations contained in [28 CFR part 42](#), subparts C and F, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended ([42 U.S.C. §§ 3601 et seq.](#)) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended ([29 U.S.C. § 794](#)), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; and

- iv. The Age Discrimination Act of 1975, as amended ([42 U.S.C. §§ 6101-6107](#)) and Treasury's implementing regulations at [31 CFR part 23](#), which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended ([42 U.S.C. §§ 12101 et seq.](#)), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 13.2. Pursuant to the Treasury-State Grant Agreement, as a condition of receiving ARPA federal financial assistance, Subrecipient provides the following assurances:
- (a) Subrecipient ensures its current and future compliance with applicable provisions of Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 CFR part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
 - (b) Subrecipient acknowledges that [federal Executive Order 13166](#), "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, Subrecipient must initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Subrecipient's programs, services, and activities.
 - (c) Subrecipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury

has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

- (d) Subrecipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
- (e) Subrecipient acknowledges and agrees that it must require any contractors, subcontractors, successors, transferees, and assignees to comply with the assurances in (a) through (d) above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and any contractor, subcontractor, successor, transferee, and assignee:

The contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 CFR part 22, and herein incorporated by reference and made a part of this agreement.

- (f) Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

- (g) Subrecipient shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Subrecipient shall comply with information requests, on-site compliance review, and reporting requirements.
 - (h) Subrecipient must maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State.
 - (i) Subrecipient must provide to the State documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Subrecipient and the administrative agency that makes any such finding. If Subrecipient settles a case or matter alleging such discrimination, Subrecipient must provide to the State documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, Subrecipient shall so state.
 - (j) The United States of America has the right to seek judicial enforcement of the terms of this assurances section 13.2 and nothing in this section 13.2 alters or limits the federal enforcement measures that the United States may take in order to address violations of this section 13.2 or applicable federal law.
- 13.3. Subrecipient agrees to comply, if applicable, with requirements of the Hatch Act (5 U.S.C. §§ [1501–1508](#) and [7324–7326](#)), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 13.4. Subrecipient understands that making false statements or claims in connection with this Subaward is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 13.5. Pursuant to the Treasury-State Grant Agreement, and federal Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs

for their employees when operating company-owned, rented or personally owned vehicles.

- 13.6. Pursuant to the Treasury-State Grant Agreements, and federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State encourages the Subrecipient to adopt and enforce policies that ban text messaging while driving.
- 13.7. Subrecipient understands and agrees that it is a Non-Federal Entity as defined in 2 CFR 200.1, it must maintain a conflict of interest policy consistent with 2 CFR 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this Subaward. Subrecipients must disclose in writing to Treasury or DED/the State, as appropriate, any potential conflict of interest affecting the Program Funds in accordance with 2 CFR 200.112.
- 13.8. Subrecipient must provide for compliance with the applicable requirements of the laws, regulations, and Treasury guidance in section 5.2 of this Agreement, and with the provisions in sections 13.1 and 13.2 of this Agreement by other parties in any agreements it enters into with other parties relating to this Subaward.
- 13.9. In the Treasury-State Grant Agreement, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Subaward or any other losses resulting in any way from the performance of this Subaward or any contract or subcontract under this Subaward. Furthermore, in the Treasury-State Grant Agreement, Treasury also states that the acceptance of the award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this Subaward.
- 13.10. In accordance with [41 U.S.C. § 4712](#), Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the statement above includes the following:
 - (a) A member of Congress or a representative of a committee of Congress;
 - (b) An Inspector General;

- (c) The Government Accountability Office;
- (d) A Treasury employee responsible for contract or grant oversight or management;
- (e) An authorized official of the Department of Justice or other law enforcement agency;
- (f) A court or grand jury;
- (g) A management official or other employee of the State, DED, or the Subrecipient who has the responsibility to investigate, discover, or address misconduct.

Subrecipient must inform its employees in writing of the rights and remedies provided under this section 13.10, in the predominant native language of the workforce.

14. EFFECTIVE DATE AND TERMINATION

- 14.1. This Agreement shall become effective upon the last signature after full execution by both Parties.
- 14.2. This Agreement shall terminate automatically 60 days after DED completes closeout of this Subaward.
- 14.3. Upon termination, sections 1, 2, 3, 4, 11.3, 12, and 15 of this Agreement shall survive and continue in force.

15. DEFAULT AND REMEDIES

- 15.1. Subrecipient's knowing misrepresentation of a material fact to DED, whether in Subrecipient's Application, this Agreement, a Request for Payment, or in any communication or document in connection with the Program, is a default event, in which case DED may cancel this Subaward, and Subrecipient shall have no right or claim to this Subaward and shall forfeit and repay the Program Funds received by Subrecipient under this Subaward, plus any program income attributable to the Program Funds.
 - (a) For the purposes of this section 15.1 of this Agreement, "knowing" means Subrecipient's shareholders, directors, officers, and other employees know or should have known, after reasonable investigation.
- 15.2. Subrecipient's failure to perform the work in accordance with the terms of this Agreement, maintain satisfactory performance as determined by DED, or otherwise comply with the terms of this Agreement is a default event, in which case DED may take one or more of the following actions:

- (a) The imposition of additional award conditions in accordance with 2 CFR 200.208 (Specific conditions), if necessary to cure a default event under this Agreement;
 - (b) Temporarily withholding Program Funds pending the correction of the deficiency;
 - (c) The disallowance of costs and the establishment of an accounts receivable;
 - (d) Restricting Subrecipient to receiving Program Funds only through a cost reimbursement method, as described in section 8.4(a) of this Agreement.
 - (e) Wholly or partially suspending or terminating the Subaward and this Agreement;
 - (f) Require Subrecipient to return to DED any Program Funds used for ineligible purposes or unallowable costs;
 - (g) Initiating suspension or debarment proceedings in accordance with 2 CFR parts 180 and 1326; and
 - (h) Such other remedies as may be legally available.
- 15.3. 2 CFR 200.340 (Termination) through 200.343 (Effects of suspension and termination) apply to this Subaward if it is terminated prior to the date in section 13.1 of this Agreement.

16. STANDARD TERMS

- 16.1. **Federal Laws and Regulations.** This Agreement is subject to the laws and regulations of the United States. Subrecipient must comply with all applicable requirements of all Federal laws, regulations, executive orders, and policies governing the Program in addition to those specifically stated in this Agreement.
- 16.2. **State Laws and Regulations.** This Agreement is subject to the laws and regulations of the State of Missouri. Subrecipient must comply with all applicable requirements of all Missouri laws, regulations, executive orders, and policies governing the Program in addition to those specifically stated in this Agreement.
- 16.3. **Ongoing Representations.** All statements and representations by Subrecipient in Subrecipient's Application, this Agreement, any Request for Payment, or in any other writing delivered in connection with the performance of the Subaward or this Agreement, shall survive the signing and delivery thereof and shall be continuing representations unless and until revised by Subrecipient in a writing delivered to DED.

- 16.4. **Subrecipient Status.** Subrecipient shall not represent Subrecipient or Subrecipient's employees to be employees of DED or the State.
- 16.5. **IRC 501(c) Subrecipients.** If Subrecipient is an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended:
- (a) Subrecipient understands and agrees that in the course of performing the Project, including reporting on the Project and in the State's/DED's monitoring of the Project, it will provide information to the State, DED, their employees and officials, just as any non-IRC 501(c) subrecipient would.
 - (b) Subrecipient understands that this information may include "personal information" as that term is defined in [§ 105.1500 RSMo](#) ("Personal Information"),
 - (c) Subrecipient represents that it voluntarily applied for this Program with the understanding that it may need to provide Personal Information not only in Subrecipient's Application, but also from time-to-time in the course of the Project due to reporting on and monitoring of the Subaward, just as any non-IRC 501(c) subrecipient would.
 - (d) Subrecipient hereby waives any right it may have under § 105.1500 RSMo to claim that the State, DED, their employees and officials are requiring or otherwise compelling Applicant to release any such information.
 - (e) Subrecipient further understands that the State and DED may retain records received from Subrecipient that contain personal information, and that the State, DED, and their employees and officials may, just as they would with any non-IRC 501(c) subrecipient, share the records, including Subrecipient's Application, with contractors and members of any review or advisory committee for the following purposes:
 - i. Determining eligibility and qualifications of applicants;
 - ii. Scoring applications;
 - iii. Ranking applications;
 - iv. Reviewing and advising on recommended awards;
 - v. Conducting risk assessments on awarded projects; and
 - vi. Monitoring and conducting closeout on awarded projects.
 - (f) Subrecipient further understands that members of the Missouri General Assembly may request information regarding the Program, including

applicants, applications, and other information that may include Personal Information.

- (g) Subrecipient hereby waives any right it may have under § 105.1500 RSMo to claim that the State, DED, their employees and officials, in releasing information as described in sections 16.5(e) and (f), are releasing, publicizing, or otherwise publicly disclosing Personal Information.

16.6. Subrecipient's Vendors, Contractors, and Subcontractors

- (a) Subrecipient shall not enter into a contract with any vendor, contractor, or subcontractor that is suspended or debarred by the State (check <https://purch.oa.mo.gov/media/pdf/suspendeddebarred-vendors> and <https://oa.mo.gov/facilities/project-management/debarred-contractors>).
- (b) Subrecipient must ensure that its vendors, contractors, or subcontractors are registered and in good standing with the State of Missouri by checking the entity on the [Missouri Secretary of State's business entity search](#) or by requiring a copy of a certificate of good standing.

16.7. Authorized Employees – Federal Law. Subrecipient must comply with the Immigration Reform and Control Act, 8 U.S.C. § 1324a *et seq.*, which prohibits employers from hiring and employing an individual for employment in the U.S. knowing that the individual is not authorized with respect to such employment.

16.8. Authorized Employees – Missouri Law. Pursuant to § 285.530.1 RSMo, Subrecipient must not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

- (a) Subrecipient submitted with an Affidavit and the Employment Eligibility Verification Program ("E-Verify") Memorandum of Understanding that it will use for employees with Subrecipient's Application to DED.
- (b) Subrecipient hereby reaffirms its enrollment and participation in E-Verify with respect to the employees working in connection with this Agreement.

16.9. Funds Availability. Funding for this Agreement must be appropriated by the Missouri General Assembly and approved by the Governor for each fiscal year in which Subrecipient submits Requests for Reimbursement to DED. Therefore, this Agreement shall not be binding upon DED for any period in which funds have not been appropriated or approved, and DED shall not be liable for any damages or costs, including attorney's fees, associated with cancellation caused by such unavailability of funds.

- 16.10. **Notices.** All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and addressed as set forth in Notice to Subrecipient and Notice to DED in section 1 of this Agreement.
- (a) Notwithstanding section 16.11 of this Agreement to the contrary, DED and Subrecipient may from time to time designate, unilaterally and by written notice given under this section to the other, additional or substitute contact information.
 - (b) All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation of receipt, whichever occurs first.
- 16.11. **Amendments.** This Agreement may be amended, supplemented, reduced, or superseded only by a writing executed by the Parties.
- 16.12. **Interpretation.** In this Agreement, unless the context otherwise reasonably requires:
- (a) Headings are for reference purposes only and shall not alter the interpretation of this Agreement;
 - (b) Words importing the singular may include the plural and vice versa, as reasonably required by context;
 - (c) References to any document include references to such document as amended, novated, supplemented, varied, or replaced from time to time;
 - (d) References to a statute, regulation, federal notice, or executive order means such statute, regulation, federal notice, or executive order as amended from time to time; and
 - (e) References to a party to this Agreement includes that Party's legal successors (including but not limited to executors and administrators) and permitted assigns.
- 16.13. **Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri.
- 16.14. **Consent to Jurisdiction.** Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Missouri in Cole County, Missouri, or of the United States District Court for the Western District of Missouri, and by signing and delivering this Agreement to DED, Subrecipient hereby voluntarily and irrevocably accepts, generally and unconditionally, to the personal jurisdiction of the aforesaid courts.

- 16.15. **No Assignment.** Subrecipient shall not assign, including by merger (if Subrecipient is the disappearing entity), consolidation, dissolution, or operation of law, any of its rights or obligations under this Agreement, except with the prior written consent of DED. Any purported transfer in violation of this section 16.15 will be void.
- 16.16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective authorized successors and assigns.
- 16.17. **No Third Party Beneficiaries.** This Agreement does not contemplate any third-party beneficiaries, nor shall it be construed to create any legal right nor authorize a cause of action by any person who is not a Party.
- 16.18. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.
- 16.19. **Legal Capacity.** The signatories to this Agreement on behalf of the Parties represent that they have full capacity and authorization to sign this Agreement and bind their respective Parties.
- 16.20. **No Violation of other Contracts.** The signing, delivery, and performance of this Agreement by Subrecipient will not violate, conflict with, require consent under, or result in any breach or default under the provisions of any material contract or agreement to which Subrecipient is a party.
- 16.21. **Licenses, Permits, and Approvals.** Subrecipient has obtained, or is capable of obtaining, all material licenses, authorizations, approvals, consents, or permits required by applicable laws to conduct its business generally and to perform its obligations under this Agreement.
- 16.22. **Counterparts.** This Agreement may be signed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 16.23. **Electronic Signatures.** The Parties agree that electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and have the same force and effect as a wet signature. Delivery of a copy of this Agreement or any amendment to this Agreement bearing a wet or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing a wet or electronic signature.
- 16.24. **Electronic Documents.** Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored

electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

17. ENTIRE AGREEMENT

- 17.1. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties.

Department of Economic Development

By:

Maggie Kost, Acting Director

Date signed

Subrecipient City of Springfield, Missouri

By:

Signature

Printed Name

Printed Title

Date signed

Exhibits

- Exhibit 1 Program Guidelines
- Exhibit 2 Treasury-State Grant Agreement
- Exhibit 3 Subrecipient's Final Project Budget

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
062

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22520	02	18060	416010	00000	00000	\$ 2,752,750	American Rescue Plan Act (ARPA) Federal Grant Revenues - Local Tourism Asset Development Grant through Missouri Department of Economic Development
Net Revenue Adjustment						\$ 2,752,750	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22520	02	18060	509110	00000	00000	\$ 2,752,750	Art Museum Renovation and Expansion Project
Net Expenditure Adjustment						\$ 2,752,750	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2022-23 budget by accepting American Rescue Plan Act funds from the Missouri Department of Economic Development for the construction of the Springfield Art Museum renovation and expansion project.

Requested By:



Department Head 5-30-2023
Date

Approved By:



Director of Finance 5-30-2023
Date

City Manager Date

Authorization:

Council Bill No. 2023-127
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-128 (HARDINGER)

FILED: 05/19/2023

ORIGINATING DEPARTMENT: Fire

TITLE: A special ordinance authorizing the City Manager, or his designee, to accept a State Homeland Security Grant Program grant to provide for the purchase of an emergency response vehicle to support and sustain the operation of the Springfield Fire Department / Region D Homeland Security Regional Response System Technical Rescue team; amending the budget for the Fire Department in the amount of \$175,000; and declaring that this bill qualifies for approval in one reading.

PURPOSE: A special ordinance authorizing the City Manager, or his designee, to accept a State Homeland Security Grant Program grant to support the sustainment and operation of the Springfield Fire Department / Region D Homeland Security Regional Response System ("HSRRS") Technician Rescue Team and Hazardous Materials Team, with a value of \$175,000; and declaring that this bill qualifies for approval in one reading; and amending the budget of the Fire Department.

BACKGROUND INFORMATION: To authorize the City Manager, or his designee, to accept and appropriate grant funding to provide for the purchase of an emergency response vehicle to support and sustain the operation of the Springfield Fire Department / Region D HSRRS Technical Rescue Team and Hazardous Materials Team, with a value of \$175,000 from a State Homeland Security Grant Program ("SHSGP") Grant.

The Springfield Fire Department currently utilizes equipment and resources provided through SHSGP grants to establish and sustain core capabilities for response to hazardous material spills or releases, weapons of mass destruction, collapse of structures, and incidents involving explosives within the City of Springfield, and Missouri Homeland Security Region-D.

These capabilities are identified as core requirements for the team(s) by the State for HSRRS incident response; therefore, the sustainment of this core capability is recommended for funding through this grant process. This grant will reimburse the City for costs incurred for the purchase and acquisition of an emergency response vehicle with a total recommended award of \$175,000 to support the HSRRS emergency response function for the City of Springfield and Missouri Homeland Security Region D.

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



REMARKS: The provision of this emergency response vehicle will provide direct support and emergency response capabilities deemed as core requirements for the SFD's role in the HSRRS. There is no local match required.

Submitted By: David Pennington, Fire Chief

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

David Pennington, Fire Chief 5/19/2023

Collin Quigley, Deputy City Manager 5/24/2023

Attachments:

1. Fire SHSGP Grant Ord
2. Exhibit A- BA

One-rdg. X
P. Hrngs.
Pgs. 5
Filed: 5-30-2023

Sponsored by: Hardinger

First Reading:

Second Reading:

COUNCIL BILL 2023 -128

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a State Homeland
2 Security Grant Program grant to provide for the purchase of an
3 emergency response vehicle to support and sustain the operation of
4 the Springfield Fire Department / Region D Homeland Security
5 Regional Response System Technical Rescue team; amending the
6 budget for the Fire Department in the amount of \$175,000; and
7 declaring that this bill qualifies for approval in one reading.
8
9

10 WHEREAS, General Ordinance 6072 authorized the City Manager to apply for
11 the State Homeland Security Grant Program ("SHSGP") Grant; and
12

13 WHEREAS, the Springfield Fire Department ("SFD") currently utilizes equipment
14 that was purchased through SHSGP grants to establish core capabilities of response to
15 hazardous material spills or releases, weapons of mass destruction, collapse of
16 structures, and incidents involving explosives within the City of Springfield and Missouri
17 Homeland Security Region-D; and
18

19 WHEREAS, the core capabilities were identified as core requirements for critical
20 incident response by the State's Homeland Security Regional Response System
21 ("HSRRS"); and
22

23 WHEREAS, the SHSGP Grant provides funding for sustainment of core
24 capabilities necessary for critical incident response; and
25

26 WHEREAS, this Grant will provide funds in the amount of \$175,000, which will be
27 used to purchase an emergency response vehicle to support the HSRRS emergency
28 response function for the City of Springfield and Missouri Homeland Security Region D.
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 accept
34 State Homeland Security Grant Program grant in the amount of \$175,000 to provide for
35 the purchase of an emergency response vehicle, and to do all things necessary to carry
36 out the intent of the Grant, including the execution of contracts upon approval as to form
37 by the City attorney
38

39 Section 2 – The budget for Fiscal Year 2022-2023 of the Springfield Fire
40 Department is hereby amended in the accounts and in the amounts as shown on
41 Budget Adjustment No. 067, a copy of which is attached hereto and incorporated herein
42 by reference as “Exhibit A.”
43

44 Section 3 – City Council hereby finds that the budget adjustment made in Section
45 2 has been recommended by the City Manager.
46

47 Section 4 – The City Manager is directed to cause the appropriate accounting
48 entries to be made in the books and records of the City.
49

50 Section 5 – The City Council hereby finds and declares that this Ordinance
51 authorizes the acceptance of a grant from the State Homeland Security Grant Program
52 and may be passed as a one-reading ordinance under City Charter Section 2.16(25) as
53 it relates to a contract for the acceptance of grant funds from a state or federal agency.
54 Therefore, this Ordinance shall be in full force and effect from and after passage.
55
56

57 Passed at meeting: _____
58

59 _____
60 Mayor
61

62 Attest: _____, City Clerk
63
64

65 Filed as Ordinance: _____
66

67 _____
68 Approved as to form: _____, Assistant City Attorney
69

70 _____
71 Approved for Council action: _____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
067

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22680	10	15010	416020	000000	00000	\$ 175,000	State Homeland Security Grant Program
Net Revenue Adjustment						\$ 175,000	

Expenditures:

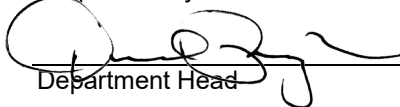
Fund	Dept	Org	Account	P&G	Location	Amount	Description
22680	10	15010	508170	000000	00000	\$ 175,000	Emergency response vehicle
Net Expenditure Adjustment						\$ 175,000	

Fund Balance Appropriation:

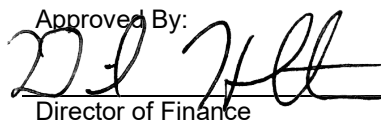
Fund	Title	Amount

Explanation: To amend the FY2022-23 budget by appropriating grant funds from the State Homeland Security Grant Program for an emergency response vehicle.

Requested By:

 5-30-2023
Department Head Date

Approved By:

 5-30-2023
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2023-128
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-129 (HORTON)

FILED: 05/16/2023

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance approving the Boyd School Redevelopment Plan submitted by the Boyd School Redevelopment Corporation for the redevelopment of an area generally located at the northwest corner of the intersection of East Lynn Street and North Washington Avenue; declaring the area in the Boyd School Redevelopment Plan to be a blighted area and its redevelopment necessary for the preservation of public health, safety, and welfare; authorizing certain tax abatement within the area of the Boyd School Redevelopment Plan; and authorizing the City Manager to execute an agreement with the Boyd School Redevelopment Corporation relating to the implementation of the Boyd School Redevelopment Plan. (Staff, the Land Clearance for Redevelopment Authority, and the Planning and Zoning Commission recommend approval.)

PURPOSE: To approve a Redevelopment Plan submitted by the Boyd School Redevelopment Corporation for the redevelopment of an area generally located at the northwest corner of the intersection of East Lynn Street and North Washington Avenue; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of public health, safety, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (Staff, Land Clearance for Redevelopment Authority, and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: Chapter 353, Missouri Revised Statutes (“RSMo”) and Chapter 40, Article III of the Springfield City Code authorize the establishment and use of Urban Redevelopment Corporations for purposes of redeveloping blighted areas. According to the Statute, the City of Springfield authorizes up to 25 years of partial real property tax abatement to blighted properties located within designated redevelopment areas that are acquired by urban redevelopment corporations and redeveloped in accordance with approved redevelopment plans.

Boyd School Redevelopment Corporation (“Developer”) has filed an application requesting partial real property tax abatement pursuant to Chapter 353, RSMo for a proposed redevelopment project generally located at the northwest corner of the intersection of East Lynn Street and North Washington Avenue. The Redevelopment Area consists of approximately 1.5 acres and encompasses the site of the former Boyd Elementary School, which is listed as a contributing structure within the Mid-Town National Historic District. The school was constructed in 1911 and operated as a public elementary school until August 2021, when the Springfield R-12 School District

relocated the students, teachers, and staff to the newly constructed Boyd Elementary School at 833 East Division Street. The school building has remained vacant and is in need of rehabilitation.

Sections 353.020(2) and 99.805(1), RSMo. Define a “blighted area” as,

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

The Applicant has submitted a blight report providing evidence, including photographs, which supports a declaration of blight. The Land Clearance for Redevelopment Authority reviewed the blight report on May 2, 2023, and recommended the Area be declared a blighted area by a vote of 3 to 0.

The Redevelopment Plan proposes to rehabilitate and adaptively reuse the former Boyd Elementary School as a multi-family residential and neighborhood commercial mixed-use development in accordance with Planned Development District No. 384, which the City Council approved on April 17, 2023, by General Ordinance 6783. The project will contain a mixture of 17 studio, one-bedroom, and two-bedroom market -rate dwelling units as well as up to 3,500 square feet of space for low-intensity neighborhood commercial uses such as eating and drinking establishments, offices, personal services, and retail sales.

The Planning and Zoning Commission reviewed the Redevelopment Plan on May 11, 2023 ([link to Staff Report](#)). The Commission found the Plan to be in conformance with Forward SGF Comprehensive Plan and recommended that it be approved by a vote of 7 to 0.

The Developer requests real property taxes be partially abated for a 25-year period pursuant to Chapter 353, RSMo. During the first ten years, real property taxes will be abated based on 100% of the incremental increase in the assessed value of the land as well as on 100% of the assessed value of the improvements. The Developer will continue to pay real property taxes during this period based on the assessed value of the land during the year preceding the Redevelopment Corporation acquiring the Redevelopment Area. If the property is tax-exempt immediately prior to the acquisition, the Greene County Assessor shall assess the land at a valuation that is consistent with the valuation of surrounding properties for the preceding year. The Developer will also make annual payments in lieu of taxes (“PILOTs”) during this ten-year period. Such payments are typically equal to the property taxes that were due on the improvements during the year preceding the Redevelopment Corporation obtaining title of the Redevelopment Area. Payment of taxes on the land and PILOTs on the improvements effectively ensures the affected taxing jurisdictions do not experience a decrease in real

property tax revenue as a result of the abatement.

The Springfield R-12 School District, a tax-exempt entity, had previously owned the Redevelopment Area as recently as November 2022. Depending on the timing of the project, PILOTs might not be required based on the City's typical methodology for determining such payments. As a matter of fairness and equity, the Developer agrees to make annual PILOTs during the first ten years in an amount equal to the taxes that would have been paid on the improvements as determined based on either (a) the Developer's contract purchase price of the real property in the Redevelopment Area minus the estimated value of the land or (b) the Assessor's valuation of the land during the year preceding the Redevelopment Corporation acquiring the Redevelopment Area, whichever is greater.

During the remaining 15 years, real property taxes will be abated based on 50% of the assessed value of the land and improvements.

According to the tax impact analysis, the affected taxing jurisdictions could collect \$48,760 of additional property tax revenue over the next 25 years if the redevelopment occurs and tax abatement is authorized, as opposed to the redevelopment not occurring and tax abatement not being authorized.

The City of Springfield's Economic Development Incentives Policy Manual states that requests for discretionary incentives, such as partial real property tax abatement pursuant to Chapter 353, RSMo, shall meet the "but for" test. In other words, the applicant must demonstrate that the project would not occur, would only occur at a significantly smaller scale, or would not be financially stable, or that public benefit would not occur but for receiving the tax abatement. The Policy Manual also mentions that such incentives may be granted if the City Council finds there to be an overriding public benefit or a reduction in costs that would otherwise be paid by the City. The developer has provided two 25-year project pro forma financial statements (one with tax abatement, one without), each providing yearly cash flows and cash-on-cash return analyses. The cash-on-cash return is a measure of the annual rate of return made on the developer's equity or cash invested in the project. This calculation is one method of determining whether a project can provide a return on investment necessary to attract developer capital. The projections provided within these statements indicate that partial real property tax abatement is necessary for the project to proceed.

REMARKS: The Land Clearance for Redevelopment Authority, Planning and Zoning Commission, and Staff recommend approval.

Submitted By: Matthew Schaefer, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 5/24/2023



- Attachments:**
1. Boyd School Redevelopment Plan_ord
 2. Boyd School Redevelopment Plan_exh1
 3. Boyd School Redevelopment Plan_exh2

One-rdg. _____
P. Hrngs. X
Pgs. 117
Filed 05-30-23

Sponsored by Horton

First Reading _____

Second Reading _____

COUNCIL BILL 2023-129

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the Boyd School Redevelopment Plan submitted by the Boyd School
2 Redevelopment Corporation for the redevelopment of an area
3 generally located at the northwest corner of the intersection of East
4 Lynn Street and North Washington Avenue; declaring the area in the
5 Boyd School Redevelopment Plan to be a blighted area and its
6 redevelopment necessary for the preservation of public health, safety,
7 and welfare; authorizing certain tax abatement within the area of the
8 Boyd School Redevelopment Plan; and authorizing the City Manager
9 to execute an agreement with the Boyd School Redevelopment
10 Corporation relating to the implementation of the Boyd School
11 Redevelopment Plan. (Staff, the Land Clearance for Redevelopment
12 Authority, and the Planning and Zoning Commission recommend
13 approval.)
14 _____
15

16 WHEREAS, The Urban Redevelopment Corporations Law, Chapter 353, RSMo.,
17 authorizes tax abatement for projects located in areas that have conditions of blight,
18 when a proper redevelopment plan is developed and carried out for such projects; and
19

20 WHEREAS, pursuant to The Urban Redevelopment Corporations Law, the Boyd
21 School Redevelopment Corporation has submitted an application for tax abatement for
22 a project known as the Boyd School Redevelopment Area, together with the Boyd
23 School Redevelopment Plan, a blight report, and tax impact analysis for the Boyd
24 School Redevelopment Area, a proposed redevelopment project generally located at
25 the northwest corner of the intersection of East Lynn Street and North Washington
26 Avenue; and
27

28 WHEREAS, the Land Clearance for Redevelopment Authority reviewed the blight
29 report at a public meeting on May 2, 2023, and recommended declaring the Boyd
30 School Redevelopment Area a blighted area; and
31

32 WHEREAS, the Planning and Zoning Commission reviewed the Boyd School
33 Redevelopment Plan at a public meeting on May 11, 2023, and recommended approval
34 of the Boyd School Redevelopment Plan; and
35

36 WHEREAS, proper notice has been provided, as required by applicable law, to
37 the public, all affected taxing jurisdictions, and all property owners within the Boyd
38 School Redevelopment Area of the public hearing on the request for tax abatement; and
39

40 WHEREAS, City Council held a public hearing on June 5, 2023, and all
41 interested parties, including affected political subdivisions, were given the opportunity to
42 be heard on such request.
43

44 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
45 SPRINGFIELD, MISSOURI, as follows, that:
46

47 Section 1 – The Boyd School Redevelopment Plan for the redevelopment of the
48 area generally located at the northwest corner of the intersection of East Lynn Street
49 and North Washington Avenue in Springfield, Missouri, attached hereto and
50 incorporated herein by this reference as “Exhibit 1,” is hereby approved.
51

52 Section 2 – City Council finds and declares that the area described in the Boyd
53 School Redevelopment Plan, which is more particularly described in “Exhibit 1 – Exhibit
54 7” (“Redevelopment Area”) is a blighted area as defined by Section 353.020(2) and
55 99.805(1), RSMo, and the redevelopment thereof is necessary for public convenience
56 and necessity; and that approval of the Redevelopment Plan and construction of the
57 redevelopment project described therein are necessary for the preservation of the public
58 health, safety, and welfare.
59

60 Section 3 – After review of the Tax Impact Analysis, which is attached hereto and
61 incorporated herein by this reference as “Exhibit 1 – Exhibit 2,” copies of which were
62 provided to the affected taxing jurisdictions, the Corporation, upon executing a
63 Redevelopment Agreement with the City, to be in substantially the same form as the
64 document attached hereto and incorporated herein by this reference as “Exhibit 2,”
65 partial real property tax abatement, and payment in lieu of taxes (“PILOTs”), is hereby
66 granted as follows: real property acquired by the Boyd School Redevelopment
67 Corporation (“Corporation”) shall not be subject to assessment or payment of general
68 ad valorem taxes for a period of ten (10) years after the date upon which the
69 Corporation becomes the owner of the property, except to the extent and in such
70 amount as may be imposed upon such real property during such period measured
71 solely by the amount of the assessed valuation of the land, exclusive of improvements,
72 as was determined by the assessor of Greene County, in which such property is
73 located, for taxes due and payable thereon during the calendar year preceding the
74 calendar year during which the Corporation acquired title thereto; and after the
75 expiration of ten (10) years, such real property, including improvements, shall be
76 exempt for an additional fifteen (15) years to the extent of ad valorem taxes on such
77 property measured by the assessed valuation thereof at the rate of fifty percent (50%) of
78 the true value of such property including improvements, provided that such abatement
79 shall continue only so long as the property is used in accordance with the
80 Redevelopment Plan and Redevelopment Agreement approved herein.
81

82 Section 4 – The Corporation shall make annual payments in lieu of taxes
83 (“PILOTS”) as set out in the Redevelopment Agreement, which is attached hereto and
84 incorporated herein as “Exhibit 2.”
85

86 Section 5 – The Corporation shall acquire the real property in the Redevelopment
87 Area on or before the date specified in “Exhibit 2,” and if such property is not so
88 acquired within said period, all development rights, including tax abatement, shall
89 expire.
90

91 Section 6 – The City Manager shall take all steps necessary to inform the Greene
92 County Assessor of the granting of such and the passage of this Ordinance.
93

94 Section 7 – The City Manager is further authorized to enter into an agreement
95 with the Corporation which is in substantially the same form and content of “Exhibit 2.”
96 In the event of any conflicts or differences between the provisions of the
97 Redevelopment Plan and the Redevelopment Agreement, the Redevelopment
98 Agreement shall govern, and the Redevelopment Plan shall be deemed to be amended
99 accordingly.
100

101 Section 8 – The sections of this Ordinance shall be severable. In the event any
102 section of this Ordinance is found by a court of competent jurisdiction to be invalid, the
103 remaining sections of this Ordinance shall be deemed to be valid, unless the court finds
104 the valid sections of this Ordinance are so essentially and inseparably connected with,
105 and so dependent upon the void sections, that it cannot be presumed that City Council
106 would have enacted the valid sections without those deemed invalid; or unless the court
107 finds that the valid sections, standing alone, are incomplete and are incapable of being
108 executed in accordance with the legislative intent.
109

110 Section 9 – This Ordinance shall be in full force and effect from and after
111 passage.
112

113 Passed at meeting: _____
114

115 _____
116 Mayor
117

118 Attest: _____, City Clerk
119

120 Filed as Ordinance: _____
121

122
123 Approved as to form: Jill Bennis, Assistant City Attorney
124

125
126 Approved for Council action: Jason C. Hayes, City Manager

Boyd School Redevelopment Plan
For the
Boyd School Redevelopment Corporation

1409 N Washington, Springfield MO

February 27, 2023

Boyd Lofts

1409 N Washington

Chap 353 Development Plan Application





Table of Contents

- I. Executive Summary
- II. Location Summary
- III. Program Summary
- IV. Financial Summary
- V. Development Incentives
- VI. Developer Qualifications
- VII. Exhibits



Executive Summary

- The partners of Boyd School Redevelopment Corp are requesting Tax Abatement consideration under the Urban Redevelopment Corporations Law, Chapter 353, RSMo for the redevelopment of the Boyd School Redevelopment Area , which consists of a 1.7 acre tract of land located at the northwest corner of N Washington and Lynn St (1409 N Washington).
- After research in the area, the developers have discovered the need for additional multifamily housing in the Historic Midtown District.
- The Redevelopment Plan includes the adaptive reuse of the already existing structures from an elementary school to multi-family loft style apartments. This would include around 3500 sf of amenity driven commercial/retail to supply both the development and the surrounding neighborhoods with a social gathering place.
- Additionally, the goal of the project is to retain the exterior of the original structure, as well as the library add-on, to maintain the original character of the buildings while providing residents with the opportunity to live within upper class lofts in a historic district.

Executive Summary - History

- The Redevelopment Plan includes the repurposing of the former Boyd Elementary School located less than two blocks north of Drury University.
- This school was relocated to this location in the Historic Midtown Neighborhood after the prior elementary school burned down in early 1911. It took around a year and a half to fund and build the current building's location at Lynn and Washington.
- Over the next 110 years, the school was in full operation with additions being added in the way of a stage and additional exterior library building.
- It was determined by the Springfield School board that there was a need for a larger and more modern elementary school in the area; thus in August of 2021 a new school located on Division was opened and the former location was determined to be school surplus.
- Since the official closing of the school, the location has been unoccupied.



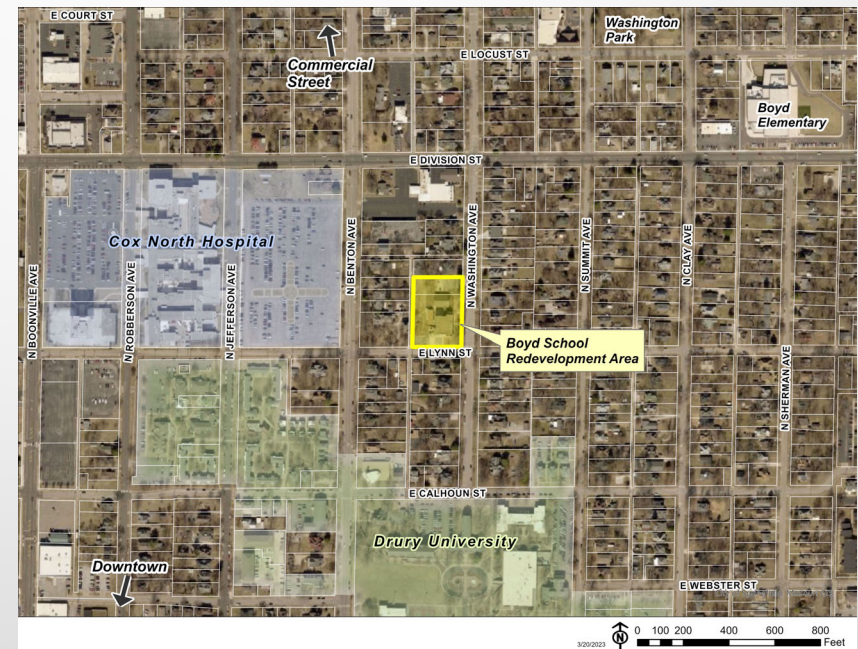
Executive Summary - Goals

This Redevelopment Plan includes the primary project goals:

- **Project Design:** The exterior of the building will be maintained and preserved in its current detail. This will include architectural design elements, windows, landscaping, and overall historic aesthetic.
- **Zoning:** The Redevelopment Plan includes a rezone of the current SFR zoning classification and compliance under PD 384; of which is scheduled to be approved congruently with the Chapter 353 Redevelopment Plan.
- **Proposed uses** will include 16 units of multi family apartments and around 3500 sf of commercial space. The permitted commercial uses include: restaurant, fitness, office, retail, daycare, community center, and churches.

Location Summary

- Located at 1409 N Washington in Springfield Missouri, at the northwest corner of Washington and Lynn St
- Amenities and points of interest within the area include:
 - 1 block North of Drury University
 - Approx. $\frac{3}{4}$ miles North of downtown Springfield with many local retailers and restaurants.
 - Approx. $\frac{1}{3}$ miles South of Historic Commercial Street
 - Located within the historic Midtown District
 - 1 Block East of Cox North



Program Summary

Program:

- Café: 870 sf
 - Coffee, pastries, sandwiches, etc.
 - Includes a small exterior patio and walk-up pickup window
- Flex/retail: 2,400 sf
 - Restaurant, Office, Retail, fitness, etc.
- Residential: 17 units
 - ~2 studio units
 - ~9 1-bedroom units
 - ~6 2-bedroom units

Financial Summary

The project has received a stabilized appraisal from CBRE to support the below summary of financial performance as of year 2. The below proforma summary is inclusive of a full abatement under Chapter 353 as applied within. A full proforma is included in exhibit form.

Project Metrics (w/ Abatement):

- Gross Incomes and Receipts:
 - Rents: \$285,600
 - Other Incomes: \$12,800
 - Projected Vacancy: -\$14,300
- Projected Operating Expenses: -\$80,600
- Projected NOI: \$203,500
- Debt Service: -\$161,300
- Cash Flow: \$42,200

Project Metrics (w/o Abatement):

- Gross Incomes and Receipts:
 - Rents: \$285,600
 - Other Incomes: \$12,800
 - Projected Vacancy: -\$14,300
- Projected Operating Expenses: -\$120,500
- Projected NOI: \$163,600
- Debt Service: -\$161,300
- Cash Flow: \$2,300

Financing Summary: Debt Service

- Financing Terms: The project uses the below terms for calculation of the debt service.
 - Term: 5 years w/ 25-year amortization
 - Financing Amount: \$1,860,000
 - Rate: estimated 7.25% Floating during construction w/ fixed after completion (SOFR plus)
 - Debt Service: \$161,300 annual
- Interest Environment: The financing market for commercial lending has seen an increase from .167% to 4.62% in the SOFR (secured overnight financing rate) in the last 12 months. Given the financing environment and the volatility in the overall economic state of the US, most lenders are reluctant to provide secured fixed rate financing on commercial projects. Although financing is available, it is typically at a floating rate for a shorter term to limit risk both to the lender and borrower.
- 25 Year Term Availability: Historically, mixed use projects are financed with loans ranging from 5 to 10 years. However, given the volatility in the marketplace, lenders are currently reluctant to extend financing longer than 5 years. The project has been awarded the above terms from a local lender and intends to use these estimates for the duration of the abatement period (25 years) due to the unavailability of data regarding what financing is available throughout the abatement.

Development Incentives Impact

The development team has evaluated the project based on commonly accepted project metrics and has determined that an approval of Tax Abatement incentives are essential to the success of the project both initially and long term.

- With an approval of the Chapter 353 designation, the project provides a positive cash flow for the project as detailed.
- Without an approval of the Chapter 353 designation, the project does not meet with standard required returns for an investor to proceed. This will result in the property likely deteriorating over time until such time that the building becomes less suitable for adaptive reuse or development into multifamily, thus requiring a complete tear down of the existing structure to utilize the current zoning of SFR.

To maintain the current construction, historical look, and highest and best use of the building in its current condition, a tax abatement would be required for the proposed development plan.

Developer Qualifications

Matt Blevins – Matt Blevins Real Estate

- 15 years experience in property management and asset management
- 10 years experience in real estate development
- Projects Managed include:
 - Farmers Park- Springfield Mo
 - Quarry Town- Springfield Mo
 - Red Barn Apartments- Bentonville Ar



Exhibits

- i. Project Timeline
- ii. Tax Impact Analysis
- iii. Projected Pro-forma (w/ and w/o abatement)
- iv. Sources and Uses
- v. Unit Design Layout
- vi. Site Layout (PD 384)
- vii. Legal Description
- viii. Blight Report
- ix. Comprehensive Plan Relationship
- x. Urban Redevelopment Corporation Docs
- xi. PD 384

Exhibit 1: Project Timeline

As the developer proceeds with the project, the project timeline will be modified as needed. The below is a basic timeline from purchase through construction completion:

- Land/existing Improvements Closing: 11/15/22
- Design Completion: 5/30/23
- Maint to Existing Building Complete: 5/30/23
- Improvements Construction Start: 6/15/23
- Demo Leasing Unit Completed: 1/15/24
- Construction Completion: 2/28/24



Exhibit 2: Tax Impact Analysis

- See the following full-size pages

Tax Impact Analysis

Boyd School School Redevelopment Area
1409 North Washington Avenue

City of Springfield, Missouri
3/31/2023

Boyd School Redevelopment Area 2022 Real Estate Assessment & Taxes

1409 N Washington Ave
Parcel Nos. 1313202017 and 1313202016

Assessment Ratio: 0%

	Appraised*	Assessed*
Land	\$ 80,000	\$ -
Improvements	\$ 120,000	\$ -
Total	\$ 200,000	\$ -

Taxing District	Levy/\$100 AV	Real Property Tax
State of Missouri	\$ 0.0300	\$ -
Greene County General Revenue	\$ 0.1040	\$ -
Greene County Road and Bridge	\$ 0.1040	\$ -
Greene County Sheltered Workshop	\$ 0.0462	\$ -
Springfield-Greene County Library	\$ 0.2405	\$ -
Ozarks Technical Community College	\$ 0.1911	\$ -
Springfield R-12 School District	\$ 4.0767	\$ -
City of Springfield	\$ 0.6200	\$ -
County Seniors' Services	\$ 0.0487	\$ -
	\$ 5.4612	\$ -

* Subject property was tax exempt in 2022. Valuation is based contract purchase price of \$200,000.

Boyd School Redevelopment Area
Tax Impact Analysis -- Assessment Assumptions

		2023						Redeveloped Estimate					
		Appraised*			Assessed*			Appraised			Assessed*		
Property		Land	Improvements	Total	Land	Improvements	Total	Land	Improvements	Total	Land	Improvements	Total
1409 N Washington Ave	Comm.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ 496,500	\$ 576,500	\$ 25,600	\$ 158,880	\$ 184,480
	Res.	\$ 80,000	\$ 120,000	\$ 200,000	\$ 15,200	\$ 22,800	\$ 38,000	\$ -	\$ 2,813,500	\$ 2,813,500	\$ -	\$ 534,565	\$ 534,565
Totals		\$ 80,000	\$ 120,000	\$ 200,000	\$ 15,200	\$ 22,800	\$ 38,000	\$ 80,000	\$ 3,310,000	\$ 3,390,000	\$ 25,600	\$ 693,445	\$ 719,045

*Based on contract purchase price of the subject property (\$200,000); assessed as residential.

Assessment ratio (commercial) 32%
Assessment ratio (residential) 19%

Boyd School Redvelopment Area
Tax Impact Analysis
Projected Tax Revenue without Redevelopment

Biennial Growth Rate Assumption - Real Estate Taxes: -1.00%

Year		Assessed Value						Real Estate Taxes										
Plan	Calendar	Total Land	Total Imp.	Land (C)	Imp. (C)	Land (R)	Imp. (R)	State of Missouri	Greene Co. General Revenue	Greene Co. Road and Bridge	Greene Co. Sheltered Workshop	Springfield-Greene Co. Library	Ozarks Tech. Community College	Springfield R-12 School District	City of Springfield	County Seniors' Services	Commercial SurTax	Total Real Estate Taxes
								0.0300	0.1040	0.1040	0.0462	0.2405	0.1911	4.0767	0.6200	0.0487	1.0400	
1	2024	\$ 15,200	\$ 22,800	\$ -	\$ -	\$ 15,200	\$ 22,800	\$ 11.40	\$ 39.52	\$ 39.52	\$ 17.56	\$ 91.39	\$ 72.62	\$ 1,549.15	\$ 235.60	\$ 18.51	\$ -	\$ 2,075.26
2	2025	15,048	22,572	-	-	15,048	22,572	11.29	39.12	39.12	17.38	90.48	71.89	1,533.65	233.24	18.32	-	2,054.50
3	2026	15,048	22,572	-	-	15,048	22,572	11.29	39.12	39.12	17.38	90.48	71.89	1,533.65	233.24	18.32	-	2,054.50
4	2027	14,898	22,346	-	-	14,898	22,346	11.17	38.73	38.73	17.21	89.57	71.17	1,518.32	230.91	18.14	-	2,033.96
5	2028	14,898	22,346	-	-	14,898	22,346	11.17	38.73	38.73	17.21	89.57	71.17	1,518.32	230.91	18.14	-	2,033.96
6	2029	14,749	22,123	-	-	14,749	22,123	11.06	38.35	38.35	17.03	88.68	70.46	1,503.13	228.60	17.96	-	2,013.62
7	2030	14,749	22,123	-	-	14,749	22,123	11.06	38.35	38.35	17.03	88.68	70.46	1,503.13	228.60	17.96	-	2,013.62
8	2031	14,601	21,902	-	-	14,601	21,902	10.95	37.96	37.96	16.86	87.79	69.76	1,488.10	226.32	17.78	-	1,993.48
9	2032	14,601	21,902	-	-	14,601	21,902	10.95	37.96	37.96	16.86	87.79	69.76	1,488.10	226.32	17.78	-	1,993.48
10	2033	14,455	21,683	-	-	14,455	21,683	10.84	37.58	37.58	16.70	86.91	69.06	1,473.22	224.05	17.60	-	1,973.55
11	2034	14,455	21,683	-	-	14,455	21,683	10.84	37.58	37.58	16.70	86.91	69.06	1,473.22	224.05	17.60	-	1,973.55
12	2035	14,310	21,466	-	-	14,310	21,466	10.73	37.21	37.21	16.53	86.04	68.37	1,458.49	221.81	17.42	-	1,953.81
13	2036	14,310	21,466	-	-	14,310	21,466	10.73	37.21	37.21	16.53	86.04	68.37	1,458.49	221.81	17.42	-	1,953.81
14	2037	14,167	21,251	-	-	14,167	21,251	10.63	36.84	36.84	16.36	85.18	67.68	1,443.91	219.59	17.25	-	1,934.27
15	2038	14,167	21,251	-	-	14,167	21,251	10.63	36.84	36.84	16.36	85.18	67.68	1,443.91	219.59	17.25	-	1,934.27
16	2039	14,026	21,039	-	-	14,026	21,039	10.52	36.47	36.47	16.20	84.33	67.01	1,429.47	217.40	17.08	-	1,914.93
17	2040	14,026	21,039	-	-	14,026	21,039	10.52	36.47	36.47	16.20	84.33	67.01	1,429.47	217.40	17.08	-	1,914.93
18	2041	13,885	20,828	-	-	13,885	20,828	10.41	36.10	36.10	16.04	83.49	66.34	1,415.17	215.22	16.91	-	1,895.78
19	2042	13,885	20,828	-	-	13,885	20,828	10.41	36.10	36.10	16.04	83.49	66.34	1,415.17	215.22	16.91	-	1,895.78
20	2043	13,747	20,620	-	-	13,747	20,620	10.31	35.74	35.74	15.88	82.65	65.67	1,401.02	213.07	16.74	-	1,876.82
21	2044	13,747	20,620	-	-	13,747	20,620	10.31	35.74	35.74	15.88	82.65	65.67	1,401.02	213.07	16.74	-	1,876.82
22	2045	13,609	20,414	-	-	13,609	20,414	10.21	35.38	35.38	15.72	81.82	65.02	1,387.01	210.94	16.57	-	1,858.06
23	2046	13,609	20,414	-	-	13,609	20,414	10.21	35.38	35.38	15.72	81.82	65.02	1,387.01	210.94	16.57	-	1,858.06
24	2047	13,473	20,210	-	-	13,473	20,210	10.10	35.03	35.03	15.56	81.01	64.37	1,373.14	208.83	16.40	-	1,839.48
25	2048	13,473	20,210	-	-	13,473	20,210	10.10	35.03	35.03	15.56	81.01	64.37	1,373.14	208.83	16.40	-	1,839.48
Total								\$267.85	\$928.55	\$928.55	\$412.49	\$2,147.28	\$1,706.22	\$36,398.42	\$5,535.61	\$434.81	\$0.00	\$48,759.79

Boyd School Redvelopment Area
Tax Impact Analysis
Projected Tax Revenue with Redevelopment and no Abatement

Biennial Growth Rate Assumption - Real Estate Taxes: 2.00%

Year		Assessed Value						Real Estate Taxes Paid										
Plan	Calendar	Total Land	Total Imp.	Land (C)	Imp. (C)	Land (R)	Imp. (R)	State of Missouri	Greene Co. General Revenue	Greene Co. Road and Bridge	Greene Co. Sheltered Workshop	Springfield-Greene Co. Library	Ozarks Tech. Community College	Springfield R-12 School District	City of Springfield	County Seniors' Services	Commercial SurTax	Total Real Estate Taxes
								0.0300	0.1040	0.1040	0.0462	0.2405	0.1911	4.0767	0.6200	0.0487	1.0400	
1	2024	\$ 25,600	\$ 693,445	\$ 25,600	\$ 158,880	\$ -	\$ 534,565	\$ 215.71	\$ 747.81	\$ 747.81	\$ 332.20	\$ 1,729.30	\$ 1,374.09	\$ 29,313.31	\$ 4,458.08	\$ 350.17	\$ 1,918.59	\$ 41,187.08
2	2025	26,112	707,314	26,112	162,058	-	545,256	220.03	762.76	762.76	338.84	1,763.89	1,401.58	29,899.57	4,547.24	357.18	1,956.96	42,010.82
3	2026	26,112	707,314	26,112	162,058	-	545,256	220.03	762.76	762.76	338.84	1,763.89	1,401.58	29,899.57	4,547.24	357.18	1,956.96	42,010.82
4	2027	26,634	721,460	26,634	165,299	-	556,161	224.43	778.02	778.02	345.62	1,799.17	1,429.61	30,497.57	4,638.19	364.32	1,996.10	42,851.04
5	2028	26,634	721,460	26,634	165,299	-	556,161	224.43	778.02	778.02	345.62	1,799.17	1,429.61	30,497.57	4,638.19	364.32	1,996.10	42,851.04
6	2029	27,167	735,889	27,167	168,605	-	567,285	228.92	793.58	793.58	352.53	1,835.15	1,458.20	31,107.52	4,730.95	371.61	2,036.03	43,708.06
7	2030	27,167	735,889	27,167	168,605	-	567,285	228.92	793.58	793.58	352.53	1,835.15	1,458.20	31,107.52	4,730.95	371.61	2,036.03	43,708.06
8	2031	27,710	750,607	27,710	171,977	-	578,630	233.50	809.45	809.45	359.58	1,871.85	1,487.36	31,729.67	4,825.57	379.04	2,076.75	44,582.22
9	2032	27,710	750,607	27,710	171,977	-	578,630	233.50	809.45	809.45	359.58	1,871.85	1,487.36	31,729.67	4,825.57	379.04	2,076.75	44,582.22
10	2033	28,264	765,619	28,264	175,416	-	590,203	238.17	825.64	825.64	366.77	1,909.29	1,517.11	32,364.26	4,922.08	386.62	2,118.28	45,473.86
11	2034	28,264	765,619	28,264	175,416	-	590,203	238.17	825.64	825.64	366.77	1,909.29	1,517.11	32,364.26	4,922.08	386.62	2,118.28	45,473.86
12	2035	28,830	780,932	28,830	178,925	-	602,007	242.93	842.15	842.15	374.11	1,947.48	1,547.45	33,011.55	5,020.52	394.35	2,160.65	46,383.34
13	2036	28,830	780,932	28,830	178,925	-	602,007	242.93	842.15	842.15	374.11	1,947.48	1,547.45	33,011.55	5,020.52	394.35	2,160.65	46,383.34
14	2037	29,406	796,550	29,406	182,503	-	614,047	247.79	858.99	858.99	381.59	1,986.43	1,578.40	33,671.78	5,120.93	402.24	2,203.86	47,311.01
15	2038	29,406	796,550	29,406	182,503	-	614,047	247.79	858.99	858.99	381.59	1,986.43	1,578.40	33,671.78	5,120.93	402.24	2,203.86	47,311.01
16	2039	29,994	812,481	29,994	186,153	-	626,328	252.74	876.17	876.17	389.22	2,026.15	1,609.97	34,345.21	5,223.35	410.29	2,247.94	48,257.23
17	2040	29,994	812,481	29,994	186,153	-	626,328	252.74	876.17	876.17	389.22	2,026.15	1,609.97	34,345.21	5,223.35	410.29	2,247.94	48,257.23
18	2041	30,594	828,731	30,594	189,876	-	638,855	257.80	893.70	893.70	397.01	2,066.68	1,642.17	35,032.12	5,327.82	418.49	2,292.90	49,222.37
19	2042	30,594	828,731	30,594	189,876	-	638,855	257.80	893.70	893.70	397.01	2,066.68	1,642.17	35,032.12	5,327.82	418.49	2,292.90	49,222.37
20	2043	31,206	845,306	31,206	193,674	-	651,632	262.95	911.57	911.57	404.95	2,108.01	1,675.01	35,732.76	5,434.37	426.86	2,338.75	50,206.82
21	2044	31,206	845,306	31,206	193,674	-	651,632	262.95	911.57	911.57	404.95	2,108.01	1,675.01	35,732.76	5,434.37	426.86	2,338.75	50,206.82
22	2045	31,830	862,212	31,830	197,547	-	664,664	268.21	929.80	929.80	413.05	2,150.17	1,708.51	36,447.41	5,543.06	435.40	2,385.53	51,210.95
23	2046	31,830	862,212	31,830	197,547	-	664,664	268.21	929.80	929.80	413.05	2,150.17	1,708.51	36,447.41	5,543.06	435.40	2,385.53	51,210.95
24	2047	32,467	879,456	32,467	201,498	-	677,958	273.58	948.40	948.40	421.31	2,193.17	1,742.68	37,176.36	5,653.92	444.11	2,433.24	52,235.17
25	2048	32,467	879,456	32,467	201,498	-	677,958	273.58	948.40	948.40	421.31	2,193.17	1,742.68	37,176.36	5,653.92	444.11	2,433.24	52,235.17
Total		\$ 6,117.78	\$ 21,208.30	\$ 21,208.30	\$ 9,421.38	\$ 49,044.19	\$ 38,970.25	\$ 831,344.84	\$ 126,434.08	\$ 9,931.19	\$ 54,412.54	\$ 1,168,092.83						

Boyd School Redvelopment Area
Tax Impact Analysis
Projected Tax Revenue with Redevelopment and Abatement

Biennial Growth Rate Assumption - Real Estate Taxes: 2.00%

Year		Assessed Value						Real Estate Taxes											PILOTs	
Plan	Calendar	Total Land	Total Imp.	Land (C)	Imp. (C)	Land (R)	Imp. (R)	State of Missouri 0.0300	Greene Co. General Revenue 0.1040	Greene Co. Road and Bridge 0.1040	Greene Co. Sheltered Workshop 0.0462	Springfield-Greene Co. Library 0.2405	Ozarks Tech. Community College 0.1911	Springfield R-12 School District 4.0767	City of Springfield 0.6200	County Seniors' Services 0.0487	Commercial SurTax 1.0400	Total Real Estate Taxes	PILOTs	PILOTs
1	2024	\$ 15,200	\$ -	\$ -	\$ -	\$ 15,200	\$ -	\$ 4.56	\$ 15.81	\$ 15.81	\$ 7.02	\$ 36.56	\$ 29.05	\$ 619.66	\$ 94.24	\$ 7.40	\$ -	\$ 830.10	\$ 1,245.15	
2	2025	15,200	-	-	-	15,200	-	4.56	15.81	15.81	7.02	36.56	29.05	619.66	94.24	7.40	-	830.10	1,245.15	
3	2026	15,200	-	-	-	15,200	-	4.56	15.81	15.81	7.02	36.56	29.05	619.66	94.24	7.40	-	830.10	1,245.15	
4	2027	15,200	-	-	-	15,200	-	4.56	15.81	15.81	7.02	36.56	29.05	619.66	94.24	7.40	-	830.10	1,245.15	
5	2028	15,200	-	-	-	15,200	-	4.56	15.81	15.81	7.02	36.56	29.05	619.66	94.24	7.40	-	830.10	1,245.15	
6	2029	15,200	-	-	-	15,200	-	4.56	15.81	15.81	7.02	36.56	29.05	619.66	94.24	7.40	-	830.10	1,245.15	
7	2030	15,200	-	-	-	15,200	-	4.56	15.81	15.81	7.02	36.56	29.05	619.66	94.24	7.40	-	830.10	1,245.15	
8	2031	15,200	-	-	-	15,200	-	4.56	15.81	15.81	7.02	36.56	29.05	619.66	94.24	7.40	-	830.10	1,245.15	
9	2032	15,200	-	-	-	15,200	-	4.56	15.81	15.81	7.02	36.56	29.05	619.66	94.24	7.40	-	830.10	1,245.15	
10	2033	15,200	-	-	-	15,200	-	4.56	15.81	15.81	7.02	36.56	29.05	619.66	94.24	7.40	-	830.10	1,245.15	
11	2034	14,132	382,810	14,132	87,708	-	295,101	119.08	412.82	412.82	183.39	954.65	758.56	16,182.13	2,461.04	193.31	1,059.14	22,736.93	-	
12	2035	14,415	390,466	14,415	89,462	-	301,004	121.46	421.08	421.08	187.05	973.74	773.73	16,505.77	2,510.26	197.18	1,080.32	23,191.67	-	
13	2036	14,415	390,466	14,415	89,462	-	301,004	121.46	421.08	421.08	187.05	973.74	773.73	16,505.77	2,510.26	197.18	1,080.32	23,191.67	-	
14	2037	14,703	398,275	14,703	91,252	-	307,024	123.89	429.50	429.50	190.80	993.21	789.20	16,835.89	2,560.47	201.12	1,101.93	23,655.50	-	
15	2038	14,703	398,275	14,703	91,252	-	307,024	123.89	429.50	429.50	190.80	993.21	789.20	16,835.89	2,560.47	201.12	1,101.93	23,655.50	-	
16	2039	14,997	406,241	14,997	93,077	-	313,164	126.37	438.09	438.09	194.61	1,013.08	804.99	17,172.61	2,611.68	205.14	1,123.97	24,128.61	-	
17	2040	14,997	406,241	14,997	93,077	-	313,164	126.37	438.09	438.09	194.61	1,013.08	804.99	17,172.61	2,611.68	205.14	1,123.97	24,128.61	-	
18	2041	15,297	414,365	15,297	94,938	-	319,427	128.90	446.85	446.85	198.50	1,033.34	821.09	17,516.06	2,663.91	209.25	1,146.45	24,611.19	-	
19	2042	15,297	414,365	15,297	94,938	-	319,427	128.90	446.85	446.85	198.50	1,033.34	821.09	17,516.06	2,663.91	209.25	1,146.45	24,611.19	-	
20	2043	15,603	422,653	15,603	96,837	-	325,816	131.48	455.79	455.79	202.47	1,054.01	837.51	17,866.38	2,717.19	213.43	1,169.38	25,103.41	-	
21	2044	15,603	422,653	15,603	96,837	-	325,816	131.48	455.79	455.79	202.47	1,054.01	837.51	17,866.38	2,717.19	213.43	1,169.38	25,103.41	-	
22	2045	15,915	431,106	15,915	98,774	-	332,332	134.11	464.90	464.90	206.52	1,075.09	854.26	18,223.71	2,771.53	217.70	1,192.76	25,605.48	-	
23	2046	15,915	431,106	15,915	98,774	-	332,332	134.11	464.90	464.90	206.52	1,075.09	854.26	18,223.71	2,771.53	217.70	1,192.76	25,605.48	-	
24	2047	16,233	439,728	16,233	100,749	-	338,979	136.79	474.20	474.20	210.65	1,096.59	871.34	18,588.18	2,826.96	222.05	1,216.62	26,117.59	-	
25	2048	16,233	439,728	16,233	100,749	-	338,979	136.79	474.20	474.20	210.65	1,096.59	871.34	18,588.18	2,826.96	222.05	1,216.62	26,117.59	-	
TOTAL		\$ 1,970.68	\$ 6,831.70	\$ 6,831.70	\$ 3,034.85	\$ 15,798.30	\$ 12,553.24	\$ 267,795.90	\$ 40,727.42	\$ 3,199.07	\$ 17,122.00	\$ 375,864.84	\$ 12,451.54							

Boyd School Redvelopment Area
Tax Impact Analysis
Distribution of PILOTs

PILOT amount is equal to the estimated real property taxes that will be paid on the assessed valuation of the improvements in 2023. It assumes a residential assessed valuation of \$22,800 that is based on an appraised value equal to the contract purchase price of the subject property (\$200,000) minus the estimated value of the land (\$80,000).

Year		Appraised		Assessed				Payments in Lieu of Taxes (PILOTs)										
Plan	Calendar	Land	Imp.	Land (C)	Imp. (C)	Land (R)	Imp. (R)	State of Missouri	Greene Co. General Revenue	Greene Co. Road and Bridge	Greene Co. Sheltered Workshop	Springfield-Greene Co. Library	Ozarks Tech. Community College	Springfield R-12 School District	City of Springfield	County Seniors' Services	Commercial SurTax	Total PILOT
1	2024	\$ -	\$ 22,800	\$ -	\$ -	\$ -	\$ 22,800	\$ 6.84	\$ 23.71	\$ 23.71	\$ 10.53	\$ 54.83	\$ 43.57	\$ 929.49	\$ 141.36	\$ 11.10	\$ -	\$ 1,245.15
2	2025	-	22,800	-	-	-	22,800	6.84	23.71	23.71	10.53	54.83	43.57	929.49	141.36	11.10	-	1,245.15
3	2026	-	22,800	-	-	-	22,800	6.84	23.71	23.71	10.53	54.83	43.57	929.49	141.36	11.10	-	1,245.15
4	2027	-	22,800	-	-	-	22,800	6.84	23.71	23.71	10.53	54.83	43.57	929.49	141.36	11.10	-	1,245.15
5	2028	-	22,800	-	-	-	22,800	6.84	23.71	23.71	10.53	54.83	43.57	929.49	141.36	11.10	-	1,245.15
6	2029	-	22,800	-	-	-	22,800	6.84	23.71	23.71	10.53	54.83	43.57	929.49	141.36	11.10	-	1,245.15
7	2030	-	22,800	-	-	-	22,800	6.84	23.71	23.71	10.53	54.83	43.57	929.49	141.36	11.10	-	1,245.15
8	2031	-	22,800	-	-	-	22,800	6.84	23.71	23.71	10.53	54.83	43.57	929.49	141.36	11.10	-	1,245.15
9	2032	-	22,800	-	-	-	22,800	6.84	23.71	23.71	10.53	54.83	43.57	929.49	141.36	11.10	-	1,245.15
10	2033	-	22,800	-	-	-	22,800	6.84	23.71	23.71	10.53	54.83	43.57	929.49	141.36	11.10	-	1,245.15
11	2034	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12	2035	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
13	2036	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
14	2037	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
15	2038	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
16	2039	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
17	2040	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
18	2041	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
19	2042	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20	2043	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
21	2044	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
22	2045	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
23	2046	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
24	2047	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25	2048	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total								\$ 68.40	\$ 237.12	\$ 237.12	\$ 105.34	\$ 548.34	\$ 435.71	\$ 9,294.88	\$ 1,413.60	\$ 111.04	\$ -	\$ 12,451.54

Boyd School Redevelopment Area Tax Impact Analysis - Summary

Taxing District	Tax Revenue		
	Without Redevelopment or Abatement	With Redevelopment and Abatement*	Impact on Taxing Districts
State of Missouri	\$ 267.85	\$ 2,039.08	\$ 1,771.23
Greene County General Revenue	\$ 928.55	\$ 7,068.82	\$ 6,140.26
Greene County Road and Bridge	\$ 928.55	\$ 7,068.82	\$ 6,140.26
Greene County Sheltered Workshop	\$ 412.49	\$ 3,140.19	\$ 2,727.69
Springfield-Greene County Library	\$ 2,147.28	\$ 16,346.64	\$ 14,199.36
Ozarks Technical Community College	\$ 1,706.22	\$ 12,988.95	\$ 11,282.73
Springfield R-12 School District	\$ 36,398.42	\$ 277,090.77	\$ 240,692.36
City of Springfield	\$ 5,535.61	\$ 42,141.02	\$ 36,605.41
County Seniors' Services	\$ 434.81	\$ 3,310.11	\$ 2,875.30
Commercial SurTax	\$ -	\$ 17,122.00	\$ 17,122.00
Total	\$ 48,759.79	\$ 388,316.38	\$ 339,556.59

*Includes real property taxes and PILOTs

Exhibit 3: 25 Year Program/Proforma

Boyd Lofts											
Proforma and Analysis											
		Yr 1 - 10		Yr 10 - 25							
w/ Abatement		100%		50%							
w/o Abatement		0%		0%							
Estimated Growth Rate Projections											
Avg Monthly Rent Projected		\$ 23,800.00	\$ 23,800.00	\$ 23,800.00	\$ 23,800.00	\$ 24,752.00	\$ 24,752.00	\$ 25,742.08	\$ 25,742.08	\$ 26,256.92	\$ 26,256.92
Stabilization Vacancy		25%	25%	5%	5%						
Operating Revenues		Year 1	Year 2	Year 3	Year 4	Year 5					
Gross Potential Rent		\$ 285,600	\$ 285,600	\$ 285,600	\$ 285,600	\$ 297,024	\$ 297,024	\$ 308,905	\$ 308,905	\$ 315,083	\$ 315,083
Vacancy Rate		71,400	71,400	14,280	14,280	14,851	14,851	15,445	15,445	15,754	15,754
Rental Income		214,200	214,200	271,320	271,320	282,173	282,173	293,460	293,460	299,329	299,329
Other Income		12,823	12,823	12,823	12,823	13,336	13,336	13,870	13,870	14,147	14,147
Gross Income		227,023	227,023	284,143	284,143	295,509	295,509	307,330	307,330	313,476	313,476
Operating Expenses											
Repairs and Maintenance		4,284	4,284	4,284	4,284	4,455	4,455	4,634	4,634	4,726	4,726
Common Area		8,568	8,568	8,568	8,568	8,911	8,911	9,267	9,267	9,452	9,452
Taxes		2,075	41,187	2,075	42,011	2,075	42,011	2,075	42,851	2,075	42,851
Insurance		8,568	8,568	8,568	8,568	8,911	8,911	9,267	9,267	9,452	9,452
Payroll		14,994	14,994	14,994	14,994	15,594	15,594	16,218	16,218	16,542	16,542
Property Management		17,136	17,136	17,136	17,136	17,821	17,821	18,534	18,534	18,905	18,905
Utilities		11,424	11,424	11,424	11,424	11,881	11,881	12,356	12,356	12,603	12,603
Trash Removal		2,856	2,856	2,856	2,856	2,970	2,970	3,089	3,089	3,151	3,151
Other Expenses		5,712	5,712	5,712	5,712	5,940	5,940	6,178	6,178	6,302	6,302
Internet/ Cable		4,998	4,998	4,998	4,998	5,198	5,198	5,406	5,406	5,514	5,514
Total Operating Expenses		80,615	119,727	80,615	120,551	83,757	123,692	87,024	127,800	88,723	129,499
Net Operating Income (EBITDA)		146,408	107,296	203,528	163,593	211,752	171,817	220,305	179,530	224,753	183,977
Debt Service		134,850	134,850	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330
Cash Flow		11,558	-	42,198	2,262	50,422	10,486	58,975	18,199	63,423	22,647
Cash on Cash		1.0%	-2.3%	3.5%	0.2%	4.2%	0.9%	4.9%	1.5%	5.3%	1.9%

Exhibit 3: 25 Year Program/Proforma

Boyd Lofts Proforma and Analysis											
w/ Abatement											
w/o Abatement											
Estimated Growth Rate Projections	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Avg Monthly Rent Projected	\$ 26,782.06	\$ 26,782.06	\$ 27,317.70	\$ 27,317.70	\$ 27,864.06	\$ 27,864.06	\$ 28,421.34	\$ 28,421.34	\$ 28,989.76	\$ 28,989.76	
Stabilization Vacancy											
Operating Revenues	Year 6		Year 7		Year 8		Year 9		Year 10		
Gross Potential Rent	\$ 321,385	\$ 321,385	\$ 327,812	\$ 327,812	\$ 334,369	\$ 334,369	\$ 341,056	\$ 341,056	\$ 347,877	\$ 347,877	
Vacancy Rate	16,069	16,069	16,391	16,391	16,718	16,718	17,053	17,053	17,394	17,394	
Rental Income	305,315	305,315	311,422	311,422	317,650	317,650	324,003	324,003	330,483	330,483	
Other Income	14,430	14,430	14,719	14,719	15,013	15,013	15,313	15,313	15,620	15,620	
Gross Income	319,746	319,746	326,141	326,141	332,663	332,663	339,317	339,317	346,103	346,103	
Operating Expenses											
Repairs and Maintenance	4,821	4,821	4,917	4,917	5,016	5,016	5,116	5,116	5,218	5,218	
Common Area	9,642	9,642	9,834	9,834	10,031	10,031	10,232	10,232	10,436	10,436	
Taxes	2,075	43,708	2,075	43,708	2,075	44,582	2,075	44,582	2,075	45,474	
Insurance	9,642	9,642	9,834	9,834	10,031	10,031	10,232	10,232	10,436	10,436	
Payroll	16,873	16,873	17,210	17,210	17,554	17,554	17,905	17,905	18,264	18,264	
Property Management	19,283	19,283	19,669	19,669	20,062	20,062	20,463	20,463	20,873	20,873	
Utilities	12,855	12,855	13,112	13,112	13,375	13,375	13,642	13,642	13,915	13,915	
Trash Removal	3,214	3,214	3,278	3,278	3,344	3,344	3,411	3,411	3,479	3,479	
Other Expenses	6,428	6,428	6,556	6,556	6,687	6,687	6,821	6,821	6,958	6,958	
Internet/ Cable	5,624	5,624	5,737	5,737	5,851	5,851	5,968	5,968	6,088	6,088	
Total Operating Expenses	90,456	132,089	92,224	133,856	94,027	136,534	95,866	138,373	97,741	141,140	
Net Operating Income (EBITDA)	229,290	187,657	233,917	192,284	238,637	196,130	243,451	200,944	248,362	204,963	
Debt Service	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	
Cash Flow	67,959	26,326	72,586	30,954	77,306	34,799	82,120	39,614	87,031	43,632	
Cash on Cash	5.6%	2.2%	6.0%	2.6%	6.4%	2.9%	6.8%	3.3%	7.2%	3.6%	

Exhibit 3: 25 Year Program/Proforma

Boyd Lofts Proforma and Analysis											
w/ Abatement											
w/o Abatement											
Estimated Growth Rate Projections	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Avg Monthly Rent Projected	\$ 29,569.56	\$ 29,569.56	\$ 30,160.95	\$ 30,160.95	\$ 30,764.17	\$ 30,764.17	\$ 31,379.45	\$ 31,379.45	\$ 32,007.04	\$ 32,007.04	
Stabilization Vacancy											
Operating Revenues	Year 11		Year 12		Year 13		Year 14		Year 15		
Gross Potential Rent	\$ 354,835	\$ 354,835	\$ 361,931	\$ 361,931	\$ 369,170	\$ 369,170	\$ 376,553	\$ 376,553	\$ 384,084	\$ 384,084	
Vacancy Rate	17,742	17,742	18,097	18,097	18,459	18,459	18,828	18,828	19,204	19,204	
Rental Income	337,093	337,093	343,835	343,835	350,712	350,712	357,726	357,726	364,880	364,880	
Other Income	15,932	15,932	16,251	16,251	16,576	16,576	16,907	16,907	17,245	17,245	
Gross Income	353,025	353,025	360,086	360,086	367,287	367,287	374,633	374,633	382,126	382,126	
Operating Expenses											
Repairs and Maintenance	5,323	5,323	5,429	5,429	5,538	5,538	5,648	5,648	5,761	5,761	
Common Area	10,645	10,645	10,858	10,858	11,075	11,075	11,297	11,297	11,523	11,523	
Taxes	22,737	45,474	23,192	46,383	23,192	46,383	23,656	47,311	23,656	47,311	
Insurance	10,645	10,645	10,858	10,858	11,075	11,075	11,297	11,297	11,523	11,523	
Payroll	18,629	18,629	19,001	19,001	19,381	19,381	19,769	19,769	20,164	20,164	
Property Management	21,290	21,290	21,716	21,716	22,150	22,150	22,593	22,593	23,045	23,045	
Utilities	14,193	14,193	14,477	14,477	14,767	14,767	15,062	15,062	15,363	15,363	
Trash Removal	3,548	3,548	3,619	3,619	3,692	3,692	3,766	3,766	3,841	3,841	
Other Expenses	7,097	7,097	7,239	7,239	7,383	7,383	7,531	7,531	7,682	7,682	
Internet/ Cable	6,210	6,210	6,334	6,334	6,460	6,460	6,590	6,590	6,721	6,721	
Total Operating Expenses	120,316	143,053	122,723	145,914	124,713	147,905	127,208	150,863	129,279	152,934	
Net Operating Income (EBITDA)	232,709	209,972	237,363	214,171	242,574	219,382	247,425	223,770	252,847	229,191	
Debt Service	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	
Cash Flow	71,378	48,641	76,032	52,841	81,243	58,052	86,095	62,439	91,516	67,861	
Cash on Cash	5.9%	4.0%	6.3%	4.4%	6.7%	4.8%	7.1%	5.2%	7.6%	5.6%	

Exhibit 3: 25 Year Program/Proforma

Boyd Lofts Proforma and Analysis											
w/ Abatement											
w/o Abatement											
Estimated Growth Rate Projections	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Avg Monthly Rent Projected	\$ 32,647.18	\$ 32,647.18	\$ 33,300.13	\$ 33,300.13	\$ 33,966.13	\$ 33,966.13	\$ 34,645.45	\$ 34,645.45	\$ 35,338.36	\$ 35,338.36	
Stabilization Vacancy											
Operating Revenues	Year 16		Year 17		Year 18		Year 19		Year 20		
Gross Potential Rent	\$ 391,766	\$ 391,766	\$ 399,602	\$ 399,602	\$ 407,594	\$ 407,594	\$ 415,745	\$ 415,745	\$ 424,060	\$ 424,060	
Vacancy Rate	19,588	19,588	19,980	19,980	20,380	20,380	20,787	20,787	21,203	21,203	
Rental Income	372,178	372,178	379,621	379,621	387,214	387,214	394,958	394,958	402,857	402,857	
Other Income	17,590	17,590	17,942	17,942	18,301	18,301	18,667	18,667	19,040	19,040	
Gross Income	389,768	389,768	397,564	397,564	405,515	405,515	413,625	413,625	421,898	421,898	
Operating Expenses											
Repairs and Maintenance	5,876	5,876	5,994	5,994	6,114	6,114	6,236	6,236	6,361	6,361	
Common Area	11,753	11,753	11,988	11,988	12,228	12,228	12,472	12,472	12,722	12,722	
Taxes	24,129	48,257	24,129	48,257	24,611	49,222	24,611	49,222	25,103	50,207	
Insurance	11,753	11,753	11,988	11,988	12,228	12,228	12,472	12,472	12,722	12,722	
Payroll	20,568	20,568	20,979	20,979	21,399	21,399	21,827	21,827	22,263	22,263	
Property Management	23,506	23,506	23,976	23,976	24,456	24,456	24,945	24,945	25,444	25,444	
Utilities	15,671	15,671	15,984	15,984	16,304	16,304	16,630	16,630	16,962	16,962	
Trash Removal	3,918	3,918	3,996	3,996	4,076	4,076	4,157	4,157	4,241	4,241	
Other Expenses	7,835	7,835	7,992	7,992	8,152	8,152	8,315	8,315	8,481	8,481	
Internet/ Cable	6,856	6,856	6,993	6,993	7,133	7,133	7,276	7,276	7,421	7,421	
Total Operating Expenses	131,864	155,993	134,019	158,148	136,699	161,311	138,941	163,552	141,720	166,823	
Net Operating Income (EBITDA)	257,904	233,775	263,545	239,416	268,815	244,204	274,684	250,073	280,178	255,074	
Debt Service	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	
Cash Flow	96,573	72,445	102,214	78,085	107,485	82,874	113,353	88,742	118,847	93,744	
Cash on Cash	8.0%	6.0%	8.5%	6.5%	8.9%	6.9%	9.4%	7.3%	9.8%	7.8%	

Exhibit 3: 25 Year Program/Proforma

Boyd Lofts Proforma and Analysis											
w/ Abatement											
w/o Abatement											
Estimated Growth Rate Projections	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Avg Monthly Rent Projected	\$ 36,045.13	\$ 36,045.13	\$ 36,766.03	\$ 36,766.03	\$ 37,501.35	\$ 37,501.35	\$ 38,251.38	\$ 38,251.38	\$ 39,016.40	\$ 39,016.40	
Stabilization Vacancy											
Operating Revenues	Year 21		Year 22		Year 23		Year 24		Year 25		
Gross Potential Rent	\$ 432,542	\$ 432,542	\$ 441,192	\$ 441,192	\$ 450,016	\$ 450,016	\$ 459,017	\$ 459,017	\$ 468,197	\$ 468,197	
Vacancy Rate	21,627	21,627	22,060	22,060	22,501	22,501	22,951	22,951	23,410	23,410	
Rental Income	410,914	410,914	419,133	419,133	427,515	427,515	436,066	436,066	444,787	444,787	
Other Income	19,421	19,421	19,810	19,810	20,206	20,206	20,610	20,610	21,022	21,022	
Gross Income	430,336	430,336	438,942	438,942	447,721	447,721	456,676	456,676	465,809	465,809	
Operating Expenses											
Repairs and Maintenance	6,488	6,488	6,618	6,618	6,750	6,750	6,885	6,885	7,023	7,023	
Common Area	12,976	12,976	13,236	13,236	13,500	13,500	13,770	13,770	14,046	14,046	
Taxes	25,103	50,207	25,605	51,211	25,605	51,211	26,118	52,235	26,118	52,235	
Insurance	12,976	12,976	13,236	13,236	13,500	13,500	13,770	13,770	14,046	14,046	
Payroll	22,708	22,708	23,163	23,163	23,626	23,626	24,098	24,098	24,580	24,580	
Property Management	25,952	25,952	26,472	26,472	27,001	27,001	27,541	27,541	28,092	28,092	
Utilities	17,302	17,302	17,648	17,648	18,001	18,001	18,361	18,361	18,728	18,728	
Trash Removal	4,325	4,325	4,412	4,412	4,500	4,500	4,590	4,590	4,682	4,682	
Other Expenses	8,651	8,651	8,824	8,824	9,000	9,000	9,180	9,180	9,364	9,364	
Internet/ Cable	7,569	7,569	7,721	7,721	7,875	7,875	8,033	8,033	8,193	8,193	
Total Operating Expenses	144,052	169,156	146,933	172,539	149,360	174,965	152,347	178,465	154,872	180,989	
Net Operating Income (EBITDA)	286,283	261,180	292,009	266,403	298,361	272,756	304,328	278,211	310,937	284,820	
Debt Service	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	161,330	
Cash Flow	124,953	99,849	130,678	105,073	137,031	111,425	142,998	116,880	149,607	123,489	
Cash on Cash	10.3%	8.3%	10.8%	8.7%	11.3%	9.2%	11.8%	9.7%	12.4%	10.2%	

Exhibit 4: Sources and Uses

Total Development Budget -		Sources and Uses
<u>Development Uses (*estimates based on floorplan)</u>		Uses
Land Purchase and Holding	\$	266,005.00
Architectural (Civil,Struct,Design)	\$	85,000.00
Demo/repairs	\$	250,000.00
Infill (structure, walls, millwork, flooring)	\$	1,380,000.00
Landscaping/Parking Lot	\$	120,000.00
Exterior/Storefront	\$	143,500.00
HVAC	\$	100,000.00
Electrical/Plumbing	\$	150,000.00
F,F&E	\$	20,000.00
Consulting	\$	67,000.00
Development Contingency	\$	129,075.25
Sub Total	\$	2,710,580.25
Development Fee	\$	129,075.25
Preferred Return During Construction	\$	60,000.00
Construction Interest	\$	91,707.97
Lease Up & Operational Carry	\$	76,193.82
Total Hard & Soft Cost	\$	3,067,557.29
<u>Development Sources</u>		
Financing	61% \$	1,860,000.00
Equity	39% \$	1,207,557.29
Total Sources	\$	3,067,557.29



Exhibit 5: Unit Design Layout

See the following full-size pages

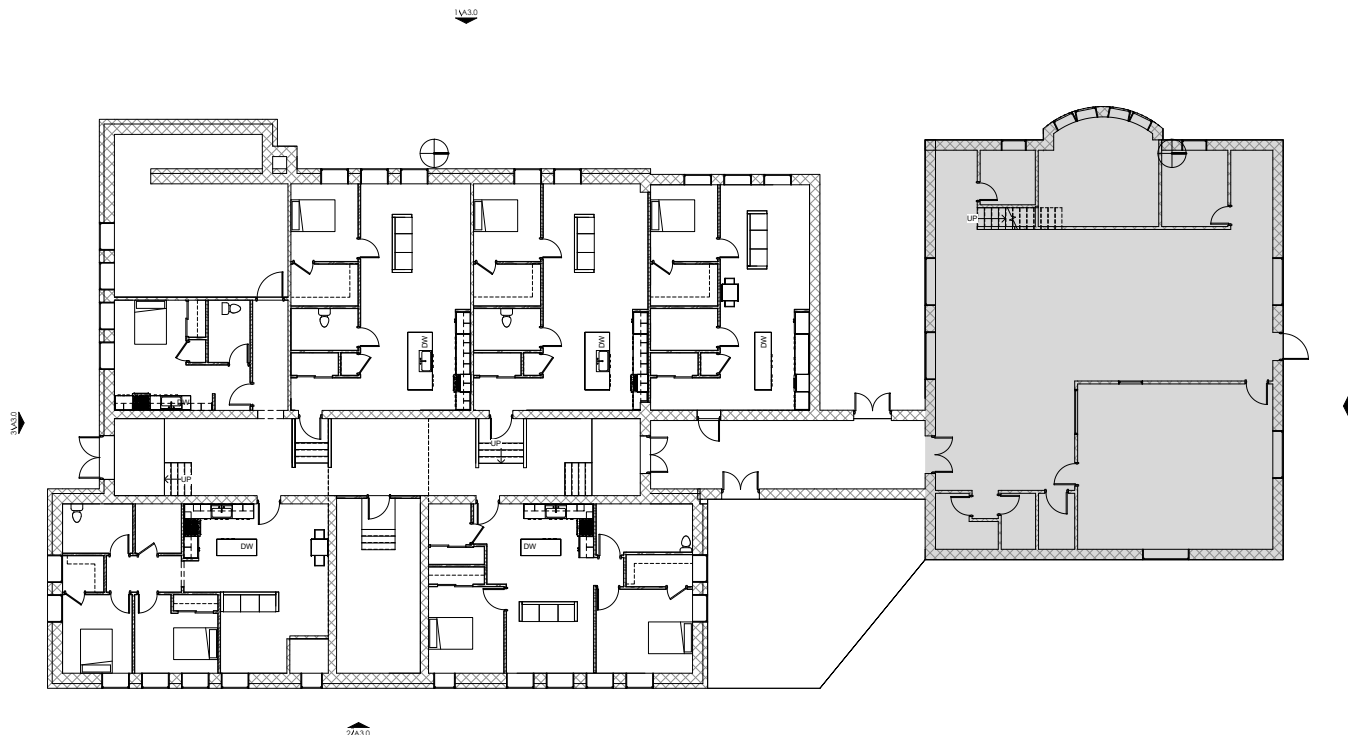
FLOOR PLAN GENERAL NOTES

1. ALL DIMENSIONS ARE TO STUD FACES, WINDOW JAMBS, AND DOOR CENTERLINES U.N.O.
2. ALL GYPSUM BOARD TO BE 5/8" TYPE "X" WET LOCATIONS ARE TO HAVE 5/8" TYPE "X" WATER RESISTANT GREENBOARD.
3. SEAL AROUND ALL INTERIOR JOINTS AT DOORS AND WINDOWS.

WALL TYPE LEGEND

5/8" GYP BD EACH SIDE OF 2" INSULATED STUDS @ 16" o.c. TO 6" ABOVE FINISHED FLOOR

UPDATE



1 BASEMENT LOBBY - NEW CONSTRUCTION
1/8" = 1'-0"



ARKIFEX
STUDIOS

221 SOUTH AVE, SPRINGFIELD, MO 65806

Architect of Record

**PRELIMINARY - NOT
FOR CONSTRUCTION**
JUL2023 1:09:36 PM

Certificate of Authority A-201402020

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Contractor is responsible for construction means, methods and techniques, sequence or procedures or for safety precautions and programs in connection with the project.

BOYD LOFTS

1409 N WASHINGTON AVE,
SPRINGFIELD, MO 65802
GREENE COUNTY

Revisions

No.	Description	Date

A1.2
BASEMENT FLOOR
PLAN

project #: 300-XXXX
date: 3.00.0000

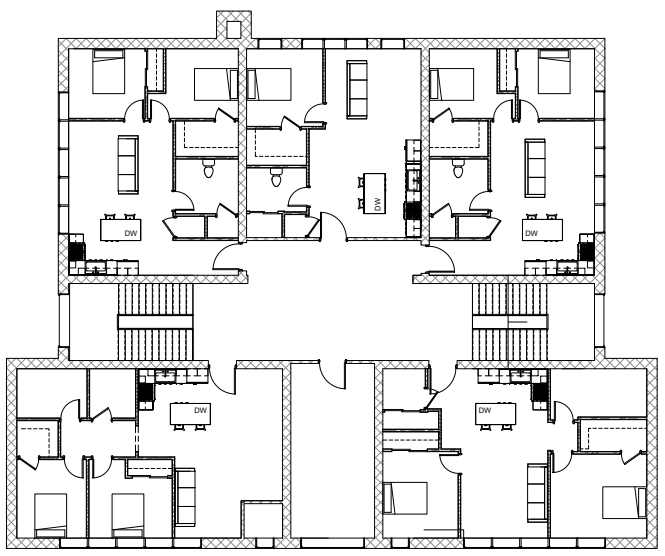
FLOOR PLAN GENERAL NOTES

- 1. ALL DIMENSIONS ARE TO STUD FACES, WINDOW JAMBS, AND DOOR CENTERLINES UNLESS NOTED OTHERWISE.
- 2. ALL OFFSHOOT BOARD TO BE 5/8" TYPE 'X' WET LOCATIONS ARE TO HAVE 5/8" TYPE 'X' WATER RESISTANT GREENBOARD.
- 3. SEAL AROUND ALL INTERIOR JOINTS AT DOORS AND WINDOWS.

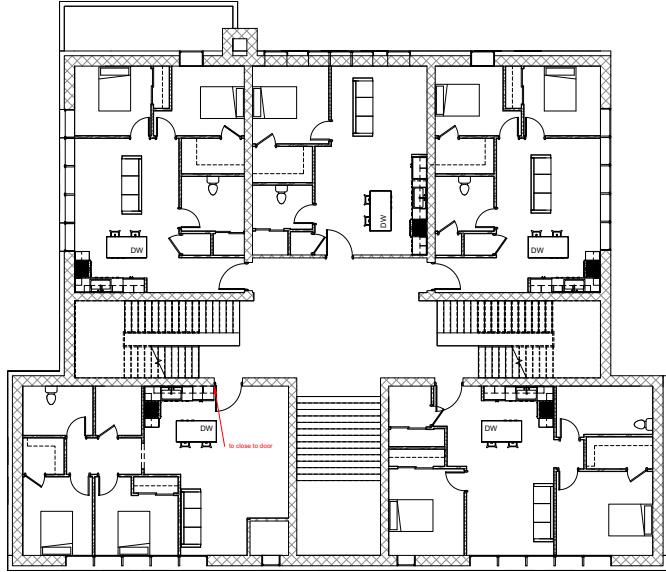
WALL TYPE LEGEND

5/8" GYP BD EACH SIDE OF STUDS @ 16" o.c. TO 4" ABOVE FINISHED FLOOR.

UPDATE



1 SECOND FLOOR PLAN - NEW CONSTRUCTION
1/8" = 1'-0"



2 FIRST FLOOR PLAN - NEW CONSTRUCTION
1/8" = 1'-0"



ARKIFEX
STUDIOS

221 SOUTH AVE, SPRINGFIELD, MO 65806

Architect of Record

PRELIMINARY - NOT
FOR CONSTRUCTION
JAN 2023 1 09:42 PM

Certificate of Authority A-201802030

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Contractor is responsible for construction means, methods, and techniques, sequence of operations or for safety precautions and programs in connection with the project.

BOYD LOFTS

1409 N WASHINGTON AVE,
SPRINGFIELD, MO 65802
GREENE COUNTY

Revisions

No.	Description	Date

A1.3
FLOOR PLAN

project #: 300-XXXX
date: 3-00-XXXX

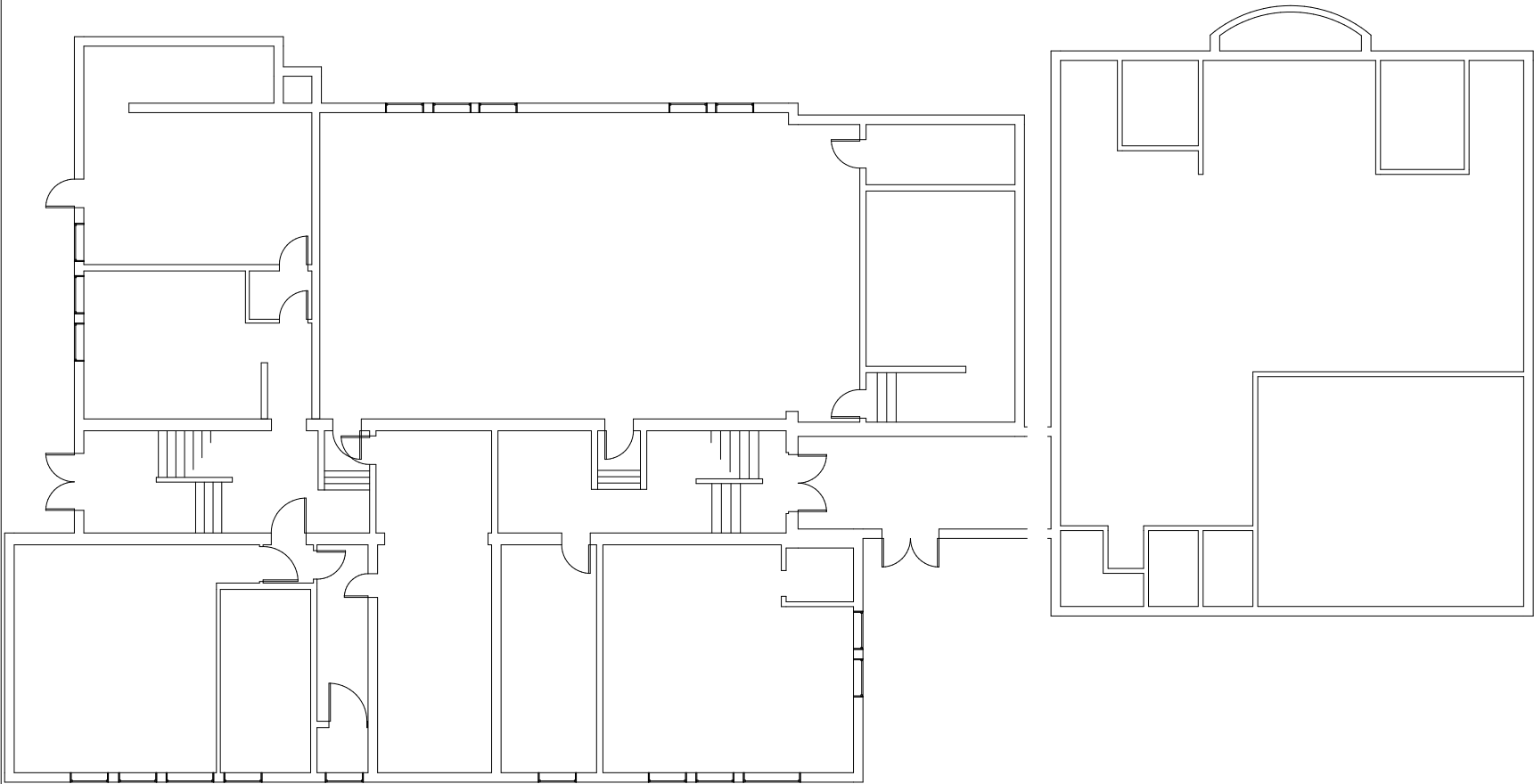


Exhibit 5b: Lower Floor Existing Layout

See the following full-size pages

5/12/2022 11:30:00 AM

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1 Level 1
A101 3/16" = 1'-0"

BOYD ELEMENTARY

THIS SEAL IS FOR ARCHITECTURAL INFORMATION ONLY

REVISIONS

NO.	DATE	DESCRIPTION

RELEASE DATE: 5-12-2022	JOB NO.: 2202
----------------------------	------------------

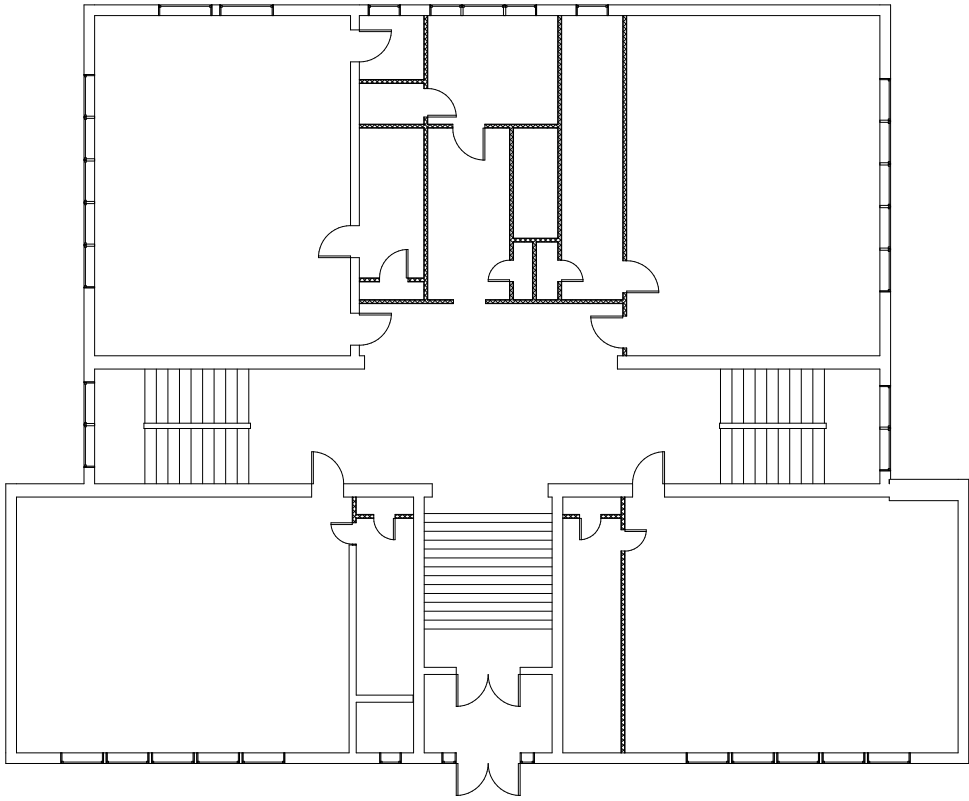
A101

FIRST FLOOR



Exhibit 5c: 1st and 2nd Floor Existing Layout

See the following full-size pages



1 Level 2
A102 3/16" = 1'-0"

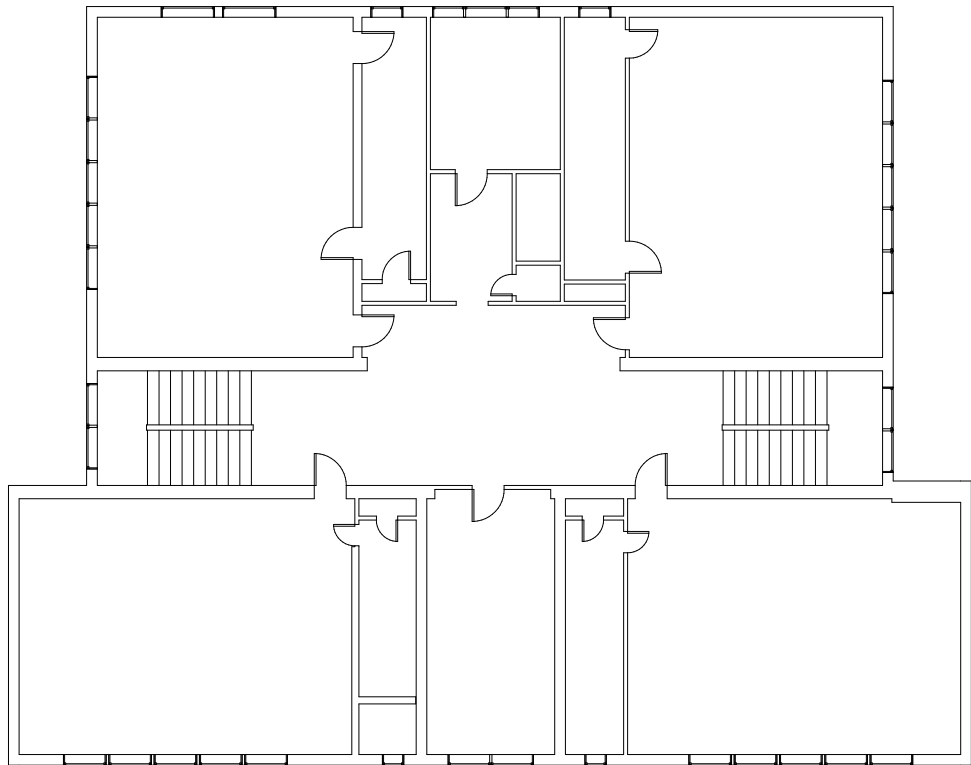
BOYD ELEMENTARY

THIS SEAL IS FOR ARCHITECTURAL INFORMATION ONLY

REVISIONS		
NO.	DATE	DESCRIPTION

RELEASE DATE: 5-12-2022	JOB NO.: 2202
----------------------------	------------------

A102
SECOND FLOOR



1 LEVEL 3
A103 3/16" = 1'-0"

BOYD ELEMENTARY

THIS SEAL IS FOR ARCHITECTURAL INFORMATION ONLY

REVISIONS

NO.	DATE	DESCRIPTION

RELEASE DATE: 5-12-2022	JOB NO.: 2202
----------------------------	------------------

A103

THIRD FLOOR



Exhibit 6: Site Layout (PD exhibit 2)

See the following full-size pages

Exhibit 7: Legal Descriptions

- Tract 1:
 - ALL OF LOTS TWENTY-ONE (21), TWENTY-TWO (22) AND TWENTY-THREE (23) IN OZARK LAND COMPANY'S ADDITION, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.
- Tract 2:
 - ALL OF LOT TWENTY-FOUR (24) IN OZARK LAND COMPANY'S ADDITION, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Exhibit 8: Blight Report

Boyd School Redevelopment Area – 1409 N Washington, Springfield Missouri

Blight Report

The purpose of this document is to identify the contributing factors for discussion to justify the classification of a blighted property based according to Urban Redevelopment Corporations Law, Chapter 353, RSmo; which defines a “Blighted Area” as:

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

The following factors will convey that the Redevelopment Area is “blighted” by reason of insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, has become an economic or social liability; and constitutes a menace to the local and regional public health and safety.

Property Information

The Redevelopment Plan includes the repurposing of the former Boyd Elementary School located less than two blocks north of Drury University.

- This school was relocated to its current location in the Historic Midtown Neighborhood after the prior elementary school burned down in early 1911. It took around a year and a half to fund and build the current building's location at Lynn and Washington.
- Over the next 110 years, the school was in full operation with additions being added in the way of a stage and additional exterior library building.
- It was determined by the Springfield School board that there was a need for a larger and more modern elementary school in the area; thus, in August of 2021 a new school located on Division was opened and the former location was determined to be school surplus.

Since the official closing of the school, the location has been unoccupied and in a condition of disuse until the current owners purchased the property in November of 2022.

Insanitary or Unsafe Conditions

Although the Redevelopment Area was previously under the control of Springfield Public Schools, the current condition of the building constitutes a risk to public safety due to both the age and the unoccupied nature of the property.

- The original structure was built in 1911 and although the structure of the building has been maintained, the interiors and exteriors are suffering from prolonged use over time and deterioration typical of construction during the turn of the century.
- The current presence of unsupervised and unmaintained playground equipment within the unsecured green space poses a safety concern for children due to unauthorized access, unmonitored use, and potential lack of continued maintenance.
- Unoccupied buildings are susceptible to break in and trespassers. Although no such issues have been notated, it is well documented that vacant buildings are susceptible to trespassers as well as vandalism, squatting and arson (both intentional and unintentional)

The combination of these conditions results in unsafe conditions for the neighboring residents; as well as a potential for negative interactions with unwanted visitors to the site and potentially dangerous situations to both the neighborhood and public in general.

Deterioration of Site Improvements

The original building was built in 1911 with additions built in the late '80's and 2000s. Due to the age and unoccupied condition of the building, there are signs of rapid deterioration of the current improvements both interior and exterior.

- The current improvements were not being conditioned appropriately after the vacancy and prior to the transfer of ownership. This has resulted in the interiors starting to decline in finish quality rapidly due to excess humidity, temperature fluctuation, and water intrusion within the building.
- The exterior of the building shows signs of wear and tear in keeping with its age and use type (school). The mortar of the brick finish will need to be addressed to prevent water intrusion as well as a potential fault in the brick itself.
- Foundations and on-grade window show signs of water intrusion; as well as deterioration of the foundations in connection with the additional moisture.
- Clogged gutters and drainage systems cause additional weight on the roof systems and could cause faults in exterior finishes as well as the roof itself; which can cause additional moisture intrusion into the property. Multiple gutter systems have been identified as directed towards the building, causing grade concerns
- Rodents and other animals have been found within the building through siding and door jam gaps caused by lack of maintenance and repairs.
- The two parking lots need to be resealed and/or repoured due to the age of the lots. Cracks and sinking of the lots are a condition of the age of the lots themselves.

Due to these conditions and given that the development is located within a single family residential neighborhood, any future use of the building will require substantial investments to address the current condition. Adaptive reuse and improvements of the Redevelopment area is the ideal use, but is hindered by extraordinary costs to address blight factors and adapting the building for residential uses. Additionally, the deterioration of the building will continue until such time that the cost to repair the building outweighs its replacement costs.

Existence of Conditions which Endanger Life or Property by Fire or Other Causes

Risks for unoccupied buildings to experience a potential Life-threatening event have been established to be greater than average due to conditions that may not be noticed with early warning signs.

- Fire or other structural failures could result in unauthorized individuals being trapped in the building without the external knowledge of occupants. Even if the building is monitored and sprinkled.
- Fire in vacant buildings can present firefighters with additional risk due to potential structural issues and unseeable hazards.
- Vacant building poses additional risks to neighboring buildings due to the higher risk of fire spreading to the adjacent building due to slow response to the initial fire.

Retardation of Provision of Housing Accommodations

The property in question isn't currently utilized as housing. The proposed use of the Redevelopment will increase housing in the Midtown District; which is desirable to many looking to live within the district.

- Most housing in the district is single-family or low-density housing with a mix of rentals and owner-occupied homes. Growth in the district shows an increase in desired rentals in the area.
- If allowed to degrade further, the Redevelopment Area will become an eyesore to the primary entry road into the area and may deter additional housing or market desire to the public.

Due to the site deterioration, risk of fire, and unsafe conditions, vacant and abandoned properties harm the housing accommodations within a neighborhood by proximity. In addition, the increase in potential crime surrounding a vacant building can degrade the appealing nature of a district such as Midtown.

The project, which is primarily multi-family residential, is hindered due to the conditions and cannot proceed without significant intervention and redevelopment.

Economic Liability

Due to the history of the property, as used as an elementary school, and given that there are no plans to reuse the building for another public use, the property is currently not adding any benefit to the local economic environment. Reuse of the building is severely limited due to age and conditions, as well as the current configuration as a school.

- The Redevelopment Area, in its current condition, does not provide any economic benefits/activity and is projected to be detrimental to economic growth within the district over time without significant intervention to the blighted conditions.
- The Redevelopment Plan will provide taxable revenue to the local districts due to the commercial/retail components of the development plan.
- The Redevelopment will provide real estate tax revenue to the city, county, and state through pilots. The current tax payments are zero due to the classification as a school.
- The Redevelopment will supply local businesses with additional housing to use for their employees and consumer base. Local need includes Drury University, Cox North, Downtown Retailers, Commercial Street Retailers, etc.

The property is currently vacant and is in an unproductive state. In this state, the property is not contributing to the local economy through tax revenue either directly or indirectly. Without intervention the property will likely remain unproductive and eventually adversely effect surrounding property values and pose an undue burden on city services. Negative effects on the surrounding property values; which will further reduce future tax revenues, thus affecting the delivery of public goods and services, and discouraging continued property maintenance and reinvestment in the neighborhood.

Social Liability

The Redevelopment of the property in question will provide additional housing, tax revenue, social gathering spaces, and activity on an unoccupied parcel.

- In its current use and condition, the Redevelopment Area does not provide any social activity in its uses as it sits vacant.
- Occupied spaces bring activity that deters negative integrations such as loitering, trespass, and squatting.
- Commercial Spaces within the proposed plan provide social gathering spaces for the local residents.
- The Redevelopment plan maintains the identity of a well-known and loved piece of the district's history while still using the building for a new user type.
- The property in its current condition and use is conducive to trespassers, squatting, vandalism, and potential for fire risk.

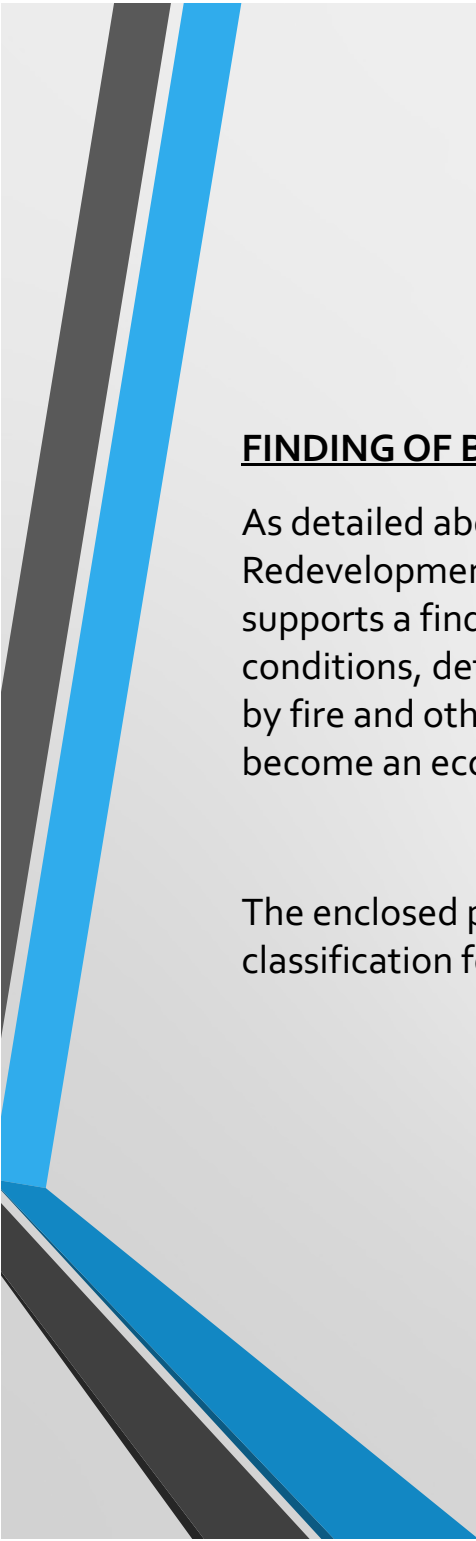
The property is a contributing structure within the Mid-town National Historical District and as such is an integral part of the district's identity. It contributes a great deal to the historic value, character, and overall fabric of the Historic Midtown Neighborhood. The concern of unsafe conditions, fire risk, and site deterioration could have a lasting effect on the surrounding district. As the Redevelopment Area ages without improvements or adaptive reuse, the building will degrade and require a growing investment in order to maintain the historic look. This is due to natural causes such as temperature fluctuation, humidity from non-conditioned HVAC, and exterior weather over time. Such deterioration would pose a negative effect on the surrounding neighborhood, over time would require such a building to be demolished and would be cost prohibitive for future adaptive reuse of the property; causing the Historic Midtown Neighborhood to lose one of its defining architectural landmarks. However, the Redevelopment would maintain the character of the building and allow it to continue to contribute to the district in a positive and additive way.

Menace to the Public Health, Safety, or Welfare

The Redevelopment of the property would provide a reprieve from many safety concerns while providing the district and local residents with the opportunity to retain one of its beloved landmarks.

- Reducing the potential for crimes such as trespass, vandalism, loitering, squatting, and other such activities that are often present with large vacant buildings.
- Increase public visibility in the district is a deterrent for such negative interactions not only on within the Redevelopment Area, but throughout the neighboring properties.
- Provide for social gathering and economic income into the district through low density commercial uses and exterior meeting areas.

The current condition of the building poses a threat to public safety, fire risk, and the character of a beloved district of Springfield. The preservation of the property ensures that these risk factors are addressed through additive interactions and the preservation of a centerpiece of the district.



FINDING OF BLIGHT

As detailed above, the current condition of the property in question demonstrates that the Redevelopment Area meets the definition of a "Blighted Area" as per Chapter 353, RSMo. The data supports a finding that the Redevelopment Area is blighted by details of insanitary or unsafe conditions, deterioration of site improvements, existence of conditions which endanger life or property by fire and other causes, and such conditions retards the provision of housing accommodations, become an economic or social liability, and constitutes a menace to the public.

The enclosed photos and descriptions are a few examples of the conditions that justify a blight classification for the Redevelopment Area in question.

West exterior Wall: architectural ridge and cap wear and tear over time. Unsightly and potentially causing water intrusion into the building.

Remediation: clean, repair if needed, and reseal



West exterior Wall: architectural ridge and cap wear and tear over time. Unsightly and potentially causing water intrusion into the building.

Remediation: clean, repair if needed, and reseal



West Exterior Wall: Stormwater not properly graded away from building causing the exterior wall to show signs of water intrusion.

Remediation: remove/repair and reseal



West Exterior Wall: close up of water intrusion into building.

Remediation: repair and reseal



West Exterior Wall: close up of water intrusion into building.

Remediation: repair and reseal



Interior Wall in flex space: wear and tear of building due to disuse and potential water intrusion.

Remediation: remove and repair



Interior Wall in flex space: wear and tear of building due to disuse and potential water intrusion.

Remediation: remove and repair



Interior Wall: wear and tear of building due to unoccupied and unconditioned space.

Remediation: remove and repair



Interior Wall: wear and tear of building due to unoccupied and unconditioned space.

Remediation: remove and repair



Playground: Potentially injury due to unsecured and unsupervised equipment.

Remediation: secure grounds and remove equipment



Basement: Water intrusion into the building.

Remediation: repair wall and moisture prevention



Equipment Room: Leaking equipment.

Remediation: repair drainage lines and cracked equipment drains



Kitchen: Water intrusion into the building.

Remediation: repair wall and moisture prevention



Kitchen: Water intrusion and wall damage.

Remediation: repair moisture prevention and repair wall



Connection Hallway: Warped wall and millwork finishes from unconditioned humidity

Remediation: Keep building conditioned and repair



Exterior Window: Wear on window seals allowing water intrusion.

Remediation: repair windows/seals and regrade ground drainage away from bldg



Exterior Window: Wear on window seals allowing water intrusion.

Remediation: repair windows/seals and regrade ground drainage away from bldg



Exterior Sidewalk: Water downspouts direction causing site erosion.

Remediation: redirect downspouts and regrade grounds away from building



Exterior Sidewalk: Water downspouts direction causing site erosion.

Remediation: redirect downspouts and regrade grounds away from building



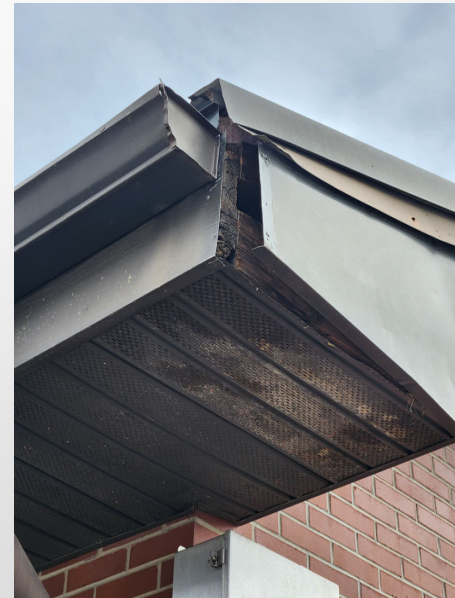
Exterior Sidewalk: Water downspouts direction causing site erosion.

Remediation: redirect downspouts and regrade grounds away from building



Exterior Siding Gaps: Gap in siding allowing rodents and birds access to building.

Remediation: repair siding where pulled away from building



Exterior Windows: Window Screens cut.

Remediation: Repair and provide activity to prevent in future.



Exterior Windows: Window Screens cut.

Remediation: Repair and provide activity to prevent in future.



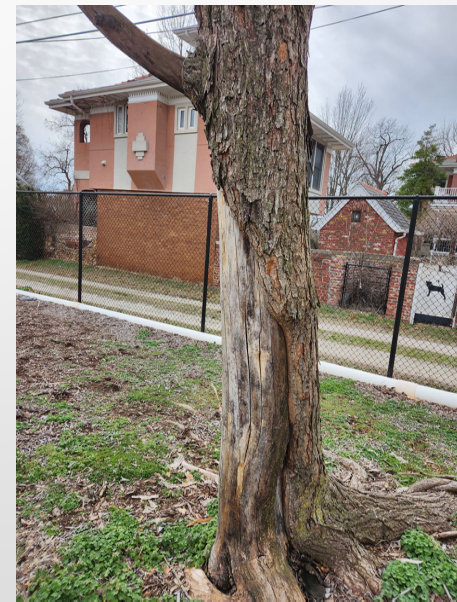
Exterior Landscaping: Unhealthy trees due to water runoff and maintenance concerns

Remediation: regrade, seed with grass, maintain tree trimming.



Exterior Landscaping: Unhealthy trees due to water runoff and maintenance concerns

Remediation: regrade, seed with grass, maintain tree trimming.



Exterior Downspout: no directional change
on downspout and clogged

Remediation: redirect away from building,
fill and regrade. Clear downspout blockage



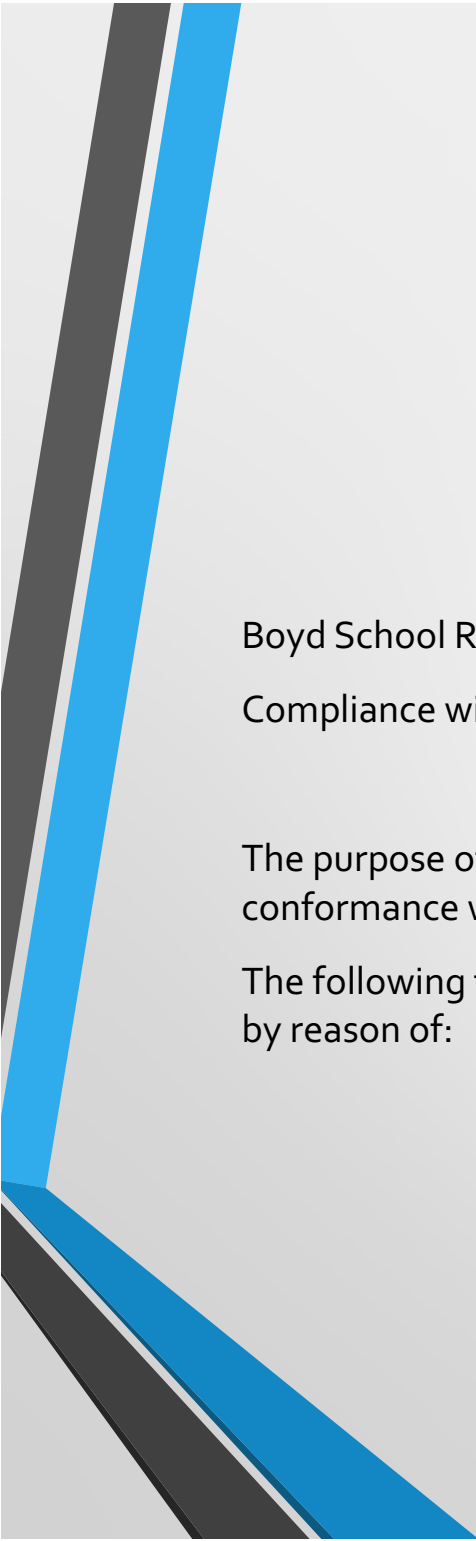


Exhibit 9: Comprehensive Plan Relationship

Boyd School Redevelopment Plan – 1409 N Washington, Springfield Missouri
Compliance with Forward SGF Comprehensive Plan

The purpose of the is document it to identify the contributing factors for discussion to justify the conformance with the Forward SGF Comprehensive Plan as adopted on 11/14/22.

The following factors will convey that the Redevelopment Plan conforms with the comprehensive plan by reason of:

Residential Neighborhoods – Center City Neighborhood (chap 5)

The Redevelopment Plan has been assigned within the Center City Neighborhood placetype under the comprehensive plan. This placetype is typically characterized by a diverse range of single-family homes with varying architectural styles. Supporting land uses include low-intensity multi-family residential and neighborhood commercial. This placetype also recommends preservation and adaptive reuse of neighborhood schools and surplus buildings, which are often well suited for these uses due to their size and layout.

The redevelopment area is located within a one to two block transition zone along N Benton Ave, where transitions from Center City Neighborhood to Institutional/Employment Center placetypes are assigned.

Under this classification the Redevelopment Plan utilizes the factors of:

- “Low-intensity neighborhood commercial uses” through the 3500 square feet of commercial space on the lower level. The primary commercial use will be permitted uses to include: restaurant, fitness, office, retail, daycare, community center, and churches. Additionally, the plan includes a small coffee shop.
- “Preservation and adaptive reuse of neighborhood schools”; the plan is adapting a historic 110-year-old school into medium density apartments.
- “Infill buildings maintain the architectural features common in the existing block”; the plan provides for the preservation of the existing design elements that are already present on the building.

Create and Expand Neighborhood Amenities (chap 7 1.1)

The Redevelopment Plan will provide improvements to the surrounding neighborhood by way of creating a social and economic hub and to expand the resident base within the district. The addition of a neighborhood hub, by way of creating commercial retail, encourages social connection and gathering through publicly accessible commercial/retail space, including a retail coffee shop.

The Comprehensive Plan mentions adaptive reuse of older and underutilized homes, industrial, or commercial buildings that are dispersed within or along the perimeter of neighborhoods should be supported as a strategy to support the development of neighborhood commercial hubs. Under the Redevelopment Plan this is achieved through Adaptive Reuse of the existing former school building into productive residential and low-intensity commercial uses.

Beautify Neighborhoods (chap 7 1.3)

The original building was built in 1911 with additions built in the late 80's and 2000's. Due to the age and unoccupied condition of the building, there are signs of rapid deterioration of the current improvements both interior and exterior. The Redevelopment Plan will repair these improvements to maintain the visual appeal of the building in the Midtown District. Additionally, the Redevelopment Plan maintains preexisting mature trees within the property boundary.

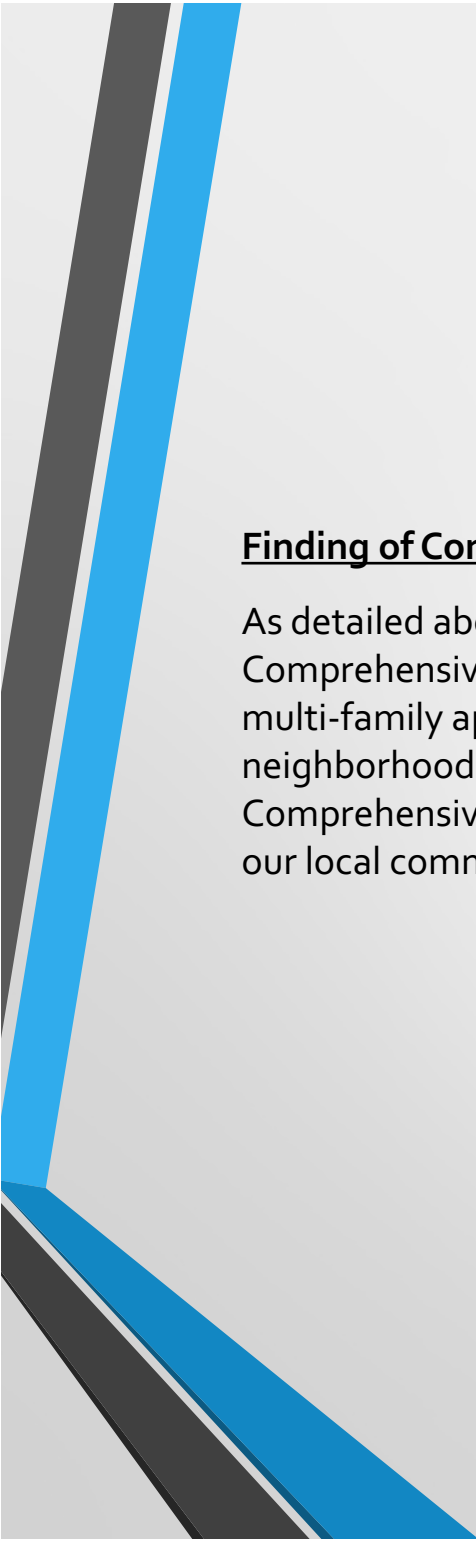
Support Context-sensitive Higher Density Development (chap 7 2.1)

The Redevelopment Plan Provides with an adaptive reuse of a pre-existing, and much beloved, building within the Midtown district. The Redevelopment plan provides to maintain the current character of the building while restructuring the use from school to apartments.

The Redevelopment plan supports the adaptive reuse of aging properties with higher density residential options that complement the scale and character of the surrounding neighborhood, as well as increased housing density and design intensity located in close proximity to neighborhood services and amenities. This is done through preserving the character of a historic building in order to help maintain the overall neighborhood character. While maintaining a proximity to neighborhood services and amenities such as: access to public bus routes, proximity to Washington and Silver Springs Parks, neighborhood sidewalks and walkways, proximity to public schools and education hubs (public library, Boyd Elementary, Central HS, and Drury University), health care, and multiple churches.

Increase Housing Diversity (chap 7 2.2)

The Redevelopment plan provide for a new type of residence in the Midtown district in with unique multifamily style lofts and provides additional options to the surrounding areas of the Commercial Street and Downtown districts through providing a creative story with upper class interior finishes.



Finding of Compliance with the Forward SGF Comprehensive Plan

As detailed above the proposed Redevelopment Plan fits within the City of Springfield's Forward SGF Comprehensive Plan. The highest and best use for the property in question is to use the property for multi-family apartments; while retaining the current character of the building and surrounding neighborhood. The Redevelopment Plan also exhibits the character of the Forward SGF Comprehensive Plan and is in keeping with the overall goals for the future of such aging landmarks in our local communities.



Exhibit 10: Urban Redevelopment Corporation Docs

- See the included document on separate letterhead.

Corporate and Entity Documents
For the
Boyd School Redevelopment Corporation

1409 N Washington, Springfield MO

February 8, 2023

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF AGREEMENT OR ASSOCIATION

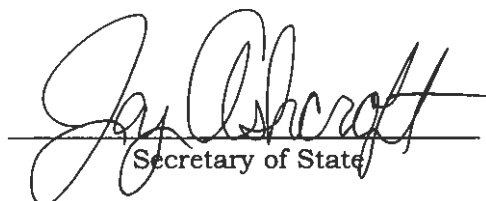
WHEREAS, Articles of Agreement or Association of

BOYD SCHOOL REDEVELOPMENT CORPORATION
RD001393997

have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of Urban Redevelopment Corporations Law.

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the Urban Redevelopment Corporations Law.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 11th day of October, 2022.


Secretary of State





JAMES C. KIRKPATRICK
STATE INFORMATION CENTER
(573) 751-4936

JOHN R. ASHCROFT
SECRETARY OF STATE
STATE OF MISSOURI

CORPORATIONS
(573) 751-4153

Dear Corporation:

Congratulations! We wish you every success in your new business enterprise, and are ready to assist you with any questions you may have regarding your corporate registration and filing your annual or biennial registration reports. By law, your initial Registration Report is due within thirty days from the date of incorporation or qualification (10/11/2022). A notice providing additional information on when and how to file this report will be mailed to your corporation's registered agent within the next few weeks.

Please note Authorized Farm Corporations and Family Farm Corporations, as defined by RSMo Section 350.010, are not required to file a Corporate Registration Report if no changes have been made since the corporation's Articles of Incorporation or most recently filed corporate registration report. See sos.mo.gov/business/corporations/familyfarms to find out if your corporation is exempt from filing.

You may file your registration report online 24 hours a day on our website at <https://bsd.sos.mo.gov/> for a fee of \$20 for an annual report or \$40 for a biennial report; you may also file the report in person or by mail for a fee of \$45 for an annual report or \$90 for a biennial report. This registration report must be filed within three months after your incorporation/qualification date to avoid late fees. **Failure to file this report will result in administrative dissolution of your corporation, and the inability to legally conduct business in Missouri. This corporation's first report is due by 1/31/2023.**

You may find our Outreach web page useful, as it lists and links to many agencies and organizations with which you may interact as a new business. Find it at www.sos.mo.gov/business/outreach/links.

Sincerely,

Secretary of State
Business Services Division
P. O. Box 778
Jefferson City, MO 65102
(866) 223-6535
www.sos.mo.gov

JAMES C. KIRKPATRICK STATE INFORMATION CENTER
600 W. MAIN STREET • JEFFERSON CITY 65101

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ARTICLES OF AGREEMENT
Of
BOYD SCHOOL REDEVELOPMENT CORPORATION

KNOW ALL MEN BY THESE PRESENT, that the undersigned, being a natural person of the age of twenty-one (21) years or more, for the purpose of forming a corporation under the Urban Redevelopment Corporations Law, Sections 353.00 et seq., of the Missouri Revised Statutes (the "Act"), hereby adopt the following Articles of Agreement:

ARTICLE I
NAME OF CORPORATION

The name of the corporation (hereinafter "the *Corporation*") shall be the BOYD SCHOOL REDEVELOPMENT CORPORATION.

ARTICLE II
PURPOSES

The purposes for which the Corporation is formed are:

- A. To acquire, construct, maintain and operate a redevelopment project or redevelopment projects in accordance with the provisions of Chapter 353 of the Act.
- B. Clearance, re-planning, reconstruction or rehabilitation of blighted areas, and the construction of such industrial, commercial, residential or public structures as may be appropriate, including provisions for recreational and other facilities incidental or appurtenant thereto.
- C. To engage in any lawful act or activity for which corporations may be organized under the Act, including those powers, rights and privileges set forth in the general corporation laws, except where such provisions are in conflict with the provisions of the Act.
- D. To prepare and submit to all applicable governmental authorities, including the City of Springfield, Missouri ("City"), a development plan (the "*Redevelopment Plan*") for redevelopment of certain property located in the City (the "*Redevelopment Area*") and to acquire, redevelop, own, maintain and sell such real property.

It is the intention that each of the purposes specified hereinabove shall be liberally construed as powers and in no way limited or restricted by reference to or inference from the terms contained therein or any other paragraph. The enumeration of specific purposes shall not be construed to restrict in any manner the general objects and purposes of this Corporation, nor shall the expression of one thing be deemed to exclude another.

ARTICLE III
CAPITAL STOCK

The aggregate number of shares which the Corporation shall have the authority to issue is 100, all having a par value of \$1.00 each, and all of which are of one class and are designated as common stock.



All shares shall have equal rights and powers and there are no pre-emptive rights of shareholders with respect to any shares issued or to be issued by the Corporation.

ARTICLE IV
OFFICES

A. The registered office of the corporation in the State of Missouri shall be located at 2144 E. Republic Road, Suite B 300, Springfield, MO 65804. The name of the registered agent at such address shall be Spenserv-Springfield, Inc.

B. The principal business office of the corporation is to be located at 1324 W. Warren Ave, Ozark, Missouri 65721.

ARTICLE V
DURATION

The duration of the Corporation shall be ninety-nine years.

ARTICLE VI
BOARD OF DIRECTORS

The number of Directors to constitute the Board of Directors of the Corporation shall be three. The names and post office addresses of the members of the Board of Directors for the first year are:

Matthew Blevins
1324 W. Warren Ave
Ozark, Missouri 65721

Kyle Cook
2394 Robertson Mill Way
Nixa, Missouri 65724

Jessica Blevins
1324 W. Warren Ave
Ozark, Missouri 65721

The number of Directors to constitute subsequent Boards of Directors shall be fixed by, or in the manner provided in, the Bylaws of the Corporation, but shall be no less than three (3) or more than thirteen (13).

ARTICLE VII
SUBSCRIBER

The name and post office address of the subscriber to these Articles of Agreement is:

Shelby D. Wood
2144 East Republic Road, Suite B300
Springfield, MO 65804

ARTICLE VIII
INCOME DEBENTURE CERTIFICATES

In the event that income debenture certificates are issued by the Corporation, the owners thereof shall have the same right to vote as they would have if possessed of certificates of stock of the amount and par value of the income debenture certificates held by them; and any such income debenture may be retired as and when there shall be funds available in the treasury of the Corporation from the receipt of amortization or sinking fund in installments for that purpose. Interest shall not be paid by the Corporation upon such income debenture certificates in excess of nine percent (9%) per annum.

ARTICLE IX
PROFIT RESTRICTION

The Corporation has been organized to serve a public purpose; all real estate acquired by it and all structures erected by it are to be acquired for the purpose of promoting the public health, safety and welfare, and the stockholders of the Corporation shall when they subscribe to and receive the stock thereof, agree that the net earnings of the Corporation shall be limited to an amount not to exceed eight percent (8%) per annum of the cost to such Corporation of the redevelopment project including the cost of the land, or the balances of such cost as reduced by amortization payments; provided, that the net earnings derived from any redevelopment project shall in no event exceed a sum equal to eight percent per annum upon the entire cost thereof. Such net earnings shall be computed after deducting from gross earnings the following:

- A. All costs and expenses of maintenance and operation;
- B. Amounts paid for taxes, assessments, insurance premiums and other similar charges;
- C. An annual amount sufficient to amortize the cost of the entire project at the end of the period, which shall not be more than sixty years from the date of completion of the project.

However, pursuant to §353.150.4 of the Act, should any purchaser of property from the Corporation not desire that the property continue under any approved redevelopment plan, or if the legislative authority of the relevant municipality refuse to grant tax relief to the property, the property may be owned and operated free from the conditions, restrictions or provisions of the Act, including the profit restrictions referred to above.

ARTICLE X
CORPORATE DEBTS

The private property of the shareholders shall not be subject to the payment of corporate debts to any extent whatsoever.

ARTICLE XI
BYLAWS

The Board of Directors may make, alter, and repeal the Bylaws of the Corporation.

ARTICLE XII
INDEMNIFICATION

The Corporation shall indemnify and protect any director, officer, employee or agent of the Corporation, or any person who serves at the request of the Corporation as a director, officer, employee, member, manager, or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, to the fullest extent permitted by the laws of the State of Missouri.

ARTICLE XIII
INTERESTED PARTIES

Insofar as it is permitted under the laws of Missouri and except as may be otherwise provided by the Bylaws of the Corporation, no contract or other transaction between this Corporation and any other person or entity shall be affected or invalidated solely by reason of the fact that any director or officer of this Corporation is interested in, or is a member, shareholder, director or officer of such other firm or corporation; and any director or officer of this Corporation, individually or jointly with one or more other directors or officers of this Corporation, may be a party to, or may be interested in, any contract or transaction of this Corporation or in which this Corporation is interested, and no such contract or transaction shall be invalidated thereby.

IN WITNESS WHEREOF, I have executed this instrument on this 7th day of October, 2022.



SHELBY D. WOOD, *Subscriber*

Exhibit 11: PD 384

- See the included document on separate letterhead.

Requirements and Standards Applicable to Planned Development No. 384

Adopted by the Springfield City Council on April 17, 2023
by General Ordinance 6783

A. APPLICATION

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

B. INTENT

The subject property contains an existing school building – Boyd Elementary. The intent of this Planned Development is to repurpose the existing school building with more intense uses than the existing single-family residential zoning allows. The development will permit multifamily residential dwellings and other nonresidential uses while limiting expansions to the existing structure or new construction on site.

C. DEFINITIONS

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

D. USES PERMITTED

The following uses are permitted:

1. Accessory uses, as permitted by Section 36-450, Accessory structures and uses, of the *Zoning Ordinance*.
2. Churches and other places of worship, including parish houses and Sunday schools, but excluding overnight shelters.
3. Community centers, nonprofit.
4. Community gardens without retail or wholesales on-site in accordance with the performance standards of Section 36-470, Community gardens, of the *Zoning Ordinance*.
5. Day care centers in accordance with Springfield City Code.
6. Eating and drinking establishments use group, excluding motor vehicle drive-in, pick-up window, or drive-thru facilities.
7. General office use group, excluding banks and financial institutions with automatic teller machines and drive-thru facilities.
8. Multifamily dwellings and multifamily condominiums.
9. Personal services use group.
10. Residential uses, including short-term rental type.
11. Retail sales use group, excluding convenience stores with gas pumps, pawn shops, and vape shops.
12. Short-term rental type 3 in accordance with Section 36-473, and subject to the conditions in subsection 36-453 (2) (b) or (i), if applicable.

13. Temporary uses, as permitted by Section 36-453, Temporary uses, of the *Zoning Ordinance*.

E. USE LIMITATIONS

1. No motor vehicle drive-in, pick-up window, or drive-thru facilities will be permitted within this district.
2. All outdoor automobile parking areas used for the purpose of retail or wholesale storage or sale of motorized or commercial vehicles shall be prohibited within this district.
3. All marijuana-related uses shall be prohibited within this district.
4. All bar, night club, overnight shelter, transitional service shelter, and soup kitchen uses shall be prohibited within this district.
5. All activities and permitted uses, except off-street parking and loading facilities, eating and drinking establishment outdoor dining areas, daycare activities, and residential activities shall be conducted entirely within a completely enclosed building.
6. Hours during which any nonresidential use is open to the public shall be limited to a daily period extending from 6:00 a.m. to 10:00 p.m.
7. Expansions of the existing building and new construction of accessory structures shall not exceed 20 percent of the existing floor area of the principal structure, or 1,000 square feet, whichever is less. Such expansions or new construction must be approved with a Final Development Plan in the manner described at the end of this exhibit.
8. 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 can be restored at the same location and within the same footprint and height, using similar materials and appearances of the existing structure, or it shall thereafter conform to the regulations for the R-SF, Single-family residential district and the property shall not continue to be used for the uses permitted by the provisions of this district.
9. All uses shall operate in accordance with the noise standards contained in Section 36-485 of the *Zoning Ordinance*.
10. No use shall emit an odor that creates a nuisance as determined by the Springfield City Code.
11. No new buildings or structures shall be constructed on-site except as allowed by items (7) and (8), above.

F. INTENSITY OF DEVELOPMENT

Development within this district shall adhere to the following standards:

1. The maximum number of multifamily dwelling units shall not exceed 24 units (equal to 16 dwelling units per acre).
2. The maximum square footage of all nonresidential uses shall be limited to 3,500 square feet.

G. BULK, AREA AND HEIGHT REQUIREMENTS

All existing buildings are to remain without changes to their bulk, area, or height.

H. DESIGN REQUIREMENTS

Exterior materials and architectural detailing of the existing building which are to be preserved are inclusive of, but not limited to, the following:

1. Plinth-level stone masonry is to be preserved in its entirety. Mortar joints shall be tuck pointed as necessary and as recommended by the architect of record and structural engineer of record. No painting or other surface treatments are to be applied to this masonry.
2. Brick masonry is to be preserved in its entirety. Mortar joints shall be tuck pointed as necessary and as recommended by the architect of record and structural engineer of record. No painting or other surface treatments are to be applied to this masonry.
3. The pilasters flanking the east entry of the building are to be preserved in their entirety, including pedestals, shafts, and capitals. Aesthetic touch-ups shall be applied as determined by the architect of record. All touch-up work shall match the existing color and texture.
4. Existing fenestration shall remain unchanged in all possible locations. In instances of damaged units or substandard thermal/acoustical performance, replacements shall be made of the same size, material, finish, color, hardware, and trim as the original. Architectural accents and decorative elements at the east entry are to remain unchanged unless deemed necessary by the architect of record or structural engineer of record. In instances of recommended replacements, all new materials shall be of the same size, material, finish, color, and trim as the original.
5. Cornices are to be preserved in their entirety. Touch-ups shall be conducted as necessary and as recommended by the architect of record and structural engineer of record. No painting or other surface treatments are to be applied. All touch-up work shall match the existing color and texture of such features.
6. Existing signage is to be preserved in its entirety. The banner/marquee signage reading 'MARY S. BOYD SCHOOL' along the east façade, the '1911' crest signage, and the 'BOYD ELEMENTARY' monument sign shall be preserved entirely.
7. The accent columns along the south property line are to be preserved in their entirety.



I. OPEN SPACE, LANDSCAPING & SCREENING

Open space, landscaping and screening requirements shall not apply to the existing buildings and parking lots. If new parking is constructed, then the following language applies to the new parking area only.

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

1. Open space requirements – the following standards shall apply:
 - a. Minimum open space: Not less than 20 percent of the total lot area shall be devoted to open space, including required yards and bufferyards, unless modified in accordance with subsection 36-482 (15) of the *Zoning Ordinance*. Open space shall not include areas covered by buildings, structures, parking areas, driveways, and internal streets. Open space shall contain living ground cover and other landscaping materials.
 - b. Maximum impervious area: The combined area occupied by all main and accessory buildings or structures, parking areas, driveways and any other surfaces which reduce and prevent absorption of stormwater shall not exceed 80 percent of the total lot area unless modified in accordance with subsection 36-482 (15) of the *Zoning Ordinance*.
2. Bufferyards – the following shall apply:
 - a. North property line: A bufferyard five feet wide and containing one (1) canopy tree, three (3) understory or evergreen trees, and six (6) shrubs for every 100 linear feet of length, except where pavement currently exists, shall be installed. This shall include a six-foot wood privacy fence, masonry/brick wall, or evergreen hedge as a form of screening.
 - b. West property line: A bufferyard five feet wide and containing four (4) understory or evergreen trees and six (6) shrubs for every 100 linear feet of length, except where pavement currently exists, shall be installed. This shall include a six-foot wood privacy fence, masonry/brick wall, or evergreen hedge as a form of screening.
 - c. There are no bufferyards required along the east or south property lines of the subject property.
3. Vehicular use areas – the following shall apply:
 - a. Perimeter landscaping:
 - i. N. Washington Avenue: Perimeter landscaping shall be required to the north and south of the existing access point to N. Washington Avenue, at the northeast corner of the subject property. Plantings shall include one (1) understory or evergreen tree and two (2) shrubs on both sides of this access drive.
 - ii. E. Lynn Street: Perimeter landscaping shall be required except where pavement currently exists. An open space strip at least five feet in width shall be created to the east of the existing access point to E. Lynn Street, where plantings and screening shall be installed. In addition, the existing landscaping at the southeast corner of the subject property shall be kept and maintained.
 - b. Interior landscaping: The requirements and standards of subsection 36-482 (9) (a) of the *Zoning Ordinance* shall apply to all new parking areas.
4. Tree survey – the following shall apply:
 - a. A survey of existing trees shall be submitted with the Final Development Plan. If any tree on the survey larger than twelve inches in diameter is removed, then such tree shall be replaced with two trees of the same or similar species.
5. Screening and fencing – the following shall apply:

- a. The requirements and standards of Section 36-480 of the *Zoning Ordinance* shall apply. Screening, meeting the requirements for off-street parking, shall be provided along the southwest parking area. Screening shall also be provided between the parking spaces to the east and west of the driveway entrance onto E. Lynn Street, where none currently exists. Parking lot screening shall also be provided along the alleyway where new parking is proposed.

J. EXTERIOR LIGHTING

The requirements and standards of Section 36-484 of the *Zoning Ordinance* shall apply. The existing exterior lighting will be reduced where possible, or be converted to downfacing fixtures to minimize light spillover onto any adjacent properties at the time of development.

K. ACCESS TO PUBLIC THOROUGHFARES

Access to the public street system shown on Exhibit 2 shall be governed by the existing standards of the City of Springfield for the applicable street classification. The existing north parking lot shall be modified by removing the two parking spaces located at its northeast corner, where a conflict with the drive aisle currently exists.

L. OFF-STREET PARKING

Sections 36-455, 36-456, and 36-483 of the *Zoning Ordinance* shall apply, except that the bicycle parking reduction allowance may be increased to allow up to 20 percent of the required automobile parking to be substituted with bicycle parking at the same rate and in compliance with all other requirements of the *Zoning Ordinance*.

M. SIGNS

Signage shall be limited to one (1) monument sign with a maximum height of five (5) feet and a maximum sign area of 20 square feet, and wall signs on facades which front a public street not to exceed 10 percent of such façade's square foot area. Signs shall not be internally lit or externally illuminated by any means unless specifically modified by a Conditional Use Permit approved by City Council. All other requirements and standards of Section 36-454 of the *Zoning Ordinance* shall apply.

N. REQUIRED IMPROVEMENTS

A traffic study, in a format acceptable to the City, must be submitted at the time of development, and development shall be permitted only after this study is approved by the City's Public Works Department. The requirements of this study shall be incorporated in a site plan, Public Improvement Project, or other permits as applicable, and in accordance with City Code Section 36-250 and Section 9 of the Public Works Design Standards. Any necessary improvements that are identified in the traffic study

shall be constructed at the expense of the developer. All public improvements must be constructed and approved, or funds escrowed, prior to the issuance of a building permit.

O. MAINTENANCE OF COMMON AREAS AND FACILITIES

The site shall remain as one lot owned and maintained by one entity.

P. PHASING

Development may be phased provided that all public improvements directly related to each phase are completed at the time of its development and that improvements serving the district as a whole and the adjoining area are completed in a sequence assuring full utility of the district as a whole and all areas within the district and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult.

Q. FINAL DEVELOPMENT PLAN

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

1. A Final Development Plan shall only be approved if it is in substantial conformance with Exhibits 1 and 2 as defined by subsection 36-405 (9) (c) of the *Zoning Ordinance*.
2. The Final Development Plan shall be submitted to the Administrative Review Committee for final action, either as a whole or in phases. The Administrative Review Committee is hereby authorized, at its discretion, to approve minor adjustments and modifications to the site plan. Such authority shall not, however, be construed to permit:
 - a. Any uses within the district other than those specifically prescribed by the ordinance.
 - b. Any increase in the intensity of use permitted within the district.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document: 353 Redevelopment Agreement

Date of Document: _____, 2023

Grantor: City of Springfield, a municipal corporation

Grantee: Boyd School Redevelopment Corporation
1324 W Warren Ave
Ozark, MO 65721

Legal Description: See Exhibit A attached hereto.

Please return recorded document to: City of Springfield
Economic Vitality Department
P.O. Box 8368
840 N. Boonville Ave.
Springfield, MO 65801

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo. of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached 353 Redevelopment Agreement. In the event of a conflict between the provisions of the attached 353 Redevelopment Agreement and the provisions of this cover page, the attached 353 Redevelopment Agreement shall prevail and control.

353 REDEVELOPMENT AGREEMENT
BETWEEN
BOYD SCHOOL REDEVELOPMENT CORPORATION
AND
CITY OF SPRINGFIELD, MISSOURI
FOR THE BOYD SCHOOL REDEVELOPMENT AREA

TABLE OF CONTENTS

1. Items Incorporated in this Agreement.....	1
2. Legal Descriptions.....	1
3. Development Improvements	1
4. Time Schedule	2
5. Demolition of Buildings	2
6. Relocation Plan	2
7. Control of Project.....	2
8. Tax Abatement.....	3
9. Effect of Sale on Tax Relief.....	5
10. Earnings Limitation.....	5
11. Indebtedness Limitation	6
12. Accounting Practices.....	7
13. Sale or Disposition of Project Property.....	7
14. Assignment of Development Plan	7
15. Breach – Failure to Comply.....	8
16. Excusable Delays.....	8
17. Default.....	9
18. Notice	9
19. Modification – Interpretation	9
20. Effective Date.....	9
21. Applicability	10
22. Recording.....	10

23. Continuing Obligation to Maintain Redevelopment Area and Redevelopment Project	10
24. Interpretation	10
25. Headings	10
26. Severability	10
27. Counterparts	10
28. Nondiscrimination	10
29. Jurisdiction	11
30. Discrimination	11
31. Affidavit for Contracts Over \$5,000.00	11
32. Certificate of Compliance with 34.600 RSMo.	11
33. Nonresident/Foreign Consultants	12
34. General Independent Consultant Clause	12
35. City Benefits	12
36. Liability and Indemnity	12
37. Attorney Fees	13

EXHIBITS

EXHIBIT A – Legal Description of Redevelopment Area

EXHIBIT B – Development Plan

353 REDEVELOPMENT AGREEMENT

THIS 353 REDEVELOPMENT AGREEMENT (this “**Agreement**”), is being entered into this ____ day of _____, 2023, by and between the CITY OF SPRINGFIELD, MISSOURI, a municipal corporation (the “**City**”), and BOYD SCHOOL REDEVELOPMENT CORPORATION (“**Developer**”), a corporation duly organized and existing pursuant to Section 353.010 *et seq.*, RSMo. (“**The Urban Redevelopment Corporations Law**”), with a mailing address of 1324 West Warren Avenue, Ozark, Missouri 65721.

WITNESSETH:

WHEREAS, on or about _____, Developer filed with the City Clerk of Springfield, Missouri a redevelopment plan (the “**Development Plan**”) providing for the construction of a Redevelopment Project (as defined in Section 3 hereof) in the City of Springfield, Greene County, Missouri, on the land described in the Development Plan (the “**Redevelopment Area**” as defined in Section 2 hereof), together with an application for approval of the Development Plan (the “**Application**”); and

WHEREAS, on _____, 2023, the City Council of Springfield, Missouri passed Special Ordinance _____ (the “**Ordinance**”), which approved the Application and Development Plan and authorized and directed the City Manager to enter into an agreement with Developer for the implementation of the Development Plan.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the City and Developer agree as follows:

1. Items Incorporated in this Agreement. The provisions of the Ordinance; the provisions of the Development Plan, which is attached hereto as Exhibit B, and a copy of which is on file at the office of the City Clerk; and the provisions of Chapter 353, RSMo., as amended as of and including the date of this Agreement, are hereby incorporated herein by reference and made a part of this Agreement.
2. Legal Descriptions. The Redevelopment Area is legally described in Exhibit A, which is attached hereto and incorporated herein by reference.
3. Development Improvements. In accordance with the terms and conditions of the Development Plan and this Agreement, Developer shall rehabilitate, construct or cause to be constructed within the Redevelopment Area, those certain improvements pursuant to the Ordinance and the Development Plan. The Redevelopment Area is located at 1409 North Washington Avenue. The Development Plan proposes to rehabilitate and adaptively reuse the former Boyd Elementary School as a multi-family residential and neighborhood commercial mixed-use development containing a mixture of 17 studio, one-bedroom, and two-bedroom dwelling units as well as up to 3,500 square feet of space for low-intensity neighborhood commercial uses (the “**Redevelopment Project**”).

4. Time Schedule. Blight removal and construction of the Redevelopment Project shall commence and be completed no later than the dates set below:

- a. Property Acquisition: Boyd Lofts LLC, a Missouri limited liability company that is registered to transact business in the State of Missouri (the “**Company**”), will own the real property and improvements located in the Redevelopment Area. Developer will acquire such property and improvements from the Company on or before December 31, 2025.
- b. Blight Removal and Redevelopment: Blight will be removed, and the Redevelopment Area will be redeveloped and used in accordance with the approved Development Plan. All blight removal and redevelopment activities shall be complete for the Redevelopment Area on or before December 31, 2025, subject to Section 16, below.

Subject to the provisions of Section 16 of this Agreement, Excusable Delays, if Developer fails to adhere to and satisfy the above schedule for blight removal and redevelopment, and if such failure continues for a period of two (2) years, then Developer’s rights hereunder shall terminate without further action by the City.

5. Demolition of Buildings. No buildings will be demolished.

6. Relocation Plan. There are no residents or businesses within the Redevelopment Area that are being relocated, so no relocation benefits are being provided.

7. Control of Project. Developer shall have complete and exclusive control over the renovation of the Redevelopment Project which it owns or controls insofar as the City is concerned, subject, however, to all applicable laws, rules and regulations, including, but not limited to, all ordinances, rules and regulations of the City, such as zoning ordinances, building codes, and property maintenance codes. Developer hereby grants to the City, its agents, and employees the right to enter upon all improvements under the control of Developer and located in the Redevelopment Area, for the purpose of inspecting the Redevelopment Project during regular business hours with at least 24 hours prior notice, except in case of an emergency. Developer shall have complete and exclusive control over the construction, management, disposition and leasing of property which it owns within the Redevelopment Area. Developer’s control over leasing includes, without limitation, the determination of rent rates and the selection or rejection of potential tenants. Notwithstanding the foregoing, the overall design of the Redevelopment Project, including but not limited to, architectural style, theme, building placement, building materials, site amenities and landscaping shall be subject to the reasonable approval of the Department of Building Development Services and the Department of Planning and Development in accordance with any City code requirements, as evidenced in writing by a letter signed by the Directors of said Departments.

8. Tax Abatement.

- a. First Ten Years - Land Only; Payments in Lieu of Taxes. The real property in the Redevelopment Area shall not be subject to assessment or payment of general ad valorem taxes imposed by the City, the State of Missouri, or any political subdivision thereof, for a period of ten (10) years after the date that Developer becomes the owner of such real property (the “**Ten-Year Term**”) except to such extent and in such amount as may be imposed upon such real property during such period measured solely by the amount of the assessed valuation of the land, exclusive of improvements, as was determined by the Assessor of Greene County, Missouri, for taxes due and payable thereon during the calendar year preceding the calendar year during which the Developer acquired the real property and improvements located within the Redevelopment Area (the “**Unabated Taxes**”). The amounts of such general ad valorem tax assessments shall not be increased during said Ten Year Term so long as the real property is used in accordance with the Development Plan. If any portion of such real property was tax exempt, or if the Assessor of Greene County has not previously assessed such real property immediately prior to its acquisition by Developer, then the Assessor of Greene County, Missouri, upon acquisition of such property by the Developer and upon request of the City, shall promptly assess such real property, exclusive of improvements, in accordance with the provisions of Section 353.110.2, RSMo. The amount of such assessed valuation so fixed by the Greene County Assessor or in the manner as provided by law shall not be increased during the Ten Year Term, so long as said real property is used in accordance with the Development Plan. Developer shall notify the City, in writing, of any tax exempt real property which it acquires in connection with the Redevelopment Project.

Notwithstanding the tax abatement provided for in Section 353.110, RSMo., so long as the Redevelopment Area receives the benefit of the tax abatement set forth in this Section, during the Ten Year Term, the Developer, the Company, or any successor owner, shall pay or cause to be paid annually payments in lieu of taxes (“PILOT Payments”) in an amount equal to a) the amount of ad valorem taxes that were due during the calendar year preceding the calendar year during which the Developer acquired the real property and improvements located within the Redevelopment Area, less the Unabated Taxes, or b) \$1,245.15, whichever is greater. The Developer shall make such PILOT Payments to the Greene County Collector of Revenue (“Collector”) by December 31st of each calendar year. Pursuant to Section 353.110, RSMo, the Collector shall allocate all revenues received from such PILOT Payments among all taxing authorities whose property tax revenues are affected by the abatement on

the same pro rata basis and in the same manner as the ad valorem property tax revenues received by each taxing authority from such real property in the Redevelopment Area in the year such payments are due.

- b. Subsequent Fifteen Years. After the Ten-Year Term above-described, and for the next ensuing period of fifteen (15) years, ad valorem taxes upon the real property in the Redevelopment Area shall be measured by the assessed valuation thereof as determined by the Assessor of Greene County, Missouri, upon the basis of not to exceed fifty percent (50%) of the true value of such real property, including any improvements thereon. Such valuation shall not be increased above fifty percent (50%) of the true value of such real property from year to year during said period of fifteen (15) years, so long as the real property in the Redevelopment Area is used in accordance with the Development Plan.
- c. Full Assessment-Election to Opt Out After Completion. After the twenty-five (25) year period provided in Sections 8.a and 8.b above, the real property in the Redevelopment Area shall be subject to assessments by the Greene County Assessor and to payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the real property and the standard assessment ratio then in use for similar property by the Greene County Assessor. Furthermore, after the twenty-five (25) year period provided in Sections 8.a and 8.b above, the real property in said Redevelopment Area shall be owned and operated by Developer free from the conditions, restrictions, and provisions of The Urban Redevelopment Corporations Law, any rules or regulations adopted pursuant thereto, the Ordinance, the Development Plan, and this Agreement.

Pursuant to section 353.110.2, RSMo, if at any time after the completion of the Redevelopment Project and prior to the expiration of the twenty-five (25) year period addressed in Sections 8.a and 8.b above, the Developer elects to pay the sum equivalent to the amount of the general ad valorem taxes, not including interest and penalties, which would have been levied on the full value of such property from the date of the completion of the Redevelopment Project, then from the date of this election such real property shall be owned and operated by Developer free from the conditions, restrictions, and provisions of The Urban Redevelopment Corporations Law, any rules or regulations adopted pursuant thereto, the Ordinance, the Development Plan, and this Agreement.

- d. Abatement Contingent on Compliance With Development Plan - Special Assessments. The tax relief provided in this Section 8 for any real property within the Redevelopment Area shall be contingent upon the real property's material compliance with the Development Plan and this Agreement, and

shall apply to general ad valorem taxes only and shall not be deemed or construed to exempt Developer or its successors in interest, in whole or in part, from special assessments, or from fees, service charges, or other taxes which may be made by the City or other governmental unit.

9. Effect of Sale on Tax Relief. Any portion of the real property in the Redevelopment Area which is sold or otherwise disposed of shall be entitled to the tax relief provided under Section 8 of this Agreement, provided that it shall be developed and held in accordance with the provisions of the Development Plan applicable thereto and complies with all provisions of Chapter 353, RSMo.
10. Earnings Limitation.
 - a. Net Earnings not to Exceed Eight Percent. The net earnings of Developer from the Redevelopment Project, during the period of the tax relief provided for in Section 8 of this Agreement, shall be limited to an amount not to exceed eight percent (8%) per annum of the cost to Developer of the Redevelopment Project, including the cost of the land or the balance of such total cost of the Redevelopment Project as reduced by amortization payments, provided that the net earnings derived from the Redevelopment Project shall in no event exceed a sum equal to eight percent (8%) per annum upon the entire cost thereof. Such net earnings shall be computed after deducting from gross earnings the following:
 - i. all reasonable costs and expenses of maintenance and operation;
 - ii. amounts paid for taxes, assessments, insurance premiums and other similar charges; and
 - iii. an annual amount sufficient to amortize the cost of the entire Redevelopment Project at the end of the period, which shall be no more than sixty (60) years from the date of completion of the Redevelopment Project.
 - b. Cost of Redevelopment Project. The “**cost of the Redevelopment Project**,” as said term is used in this Agreement, means those costs attributable to planning, developing, constructing, and equipping the improvements in the Redevelopment Project, including, without limitation, planning costs, costs of feasibility work, construction costs, architect and engineering fees, contractor fees and overhead, interest, insurance and taxes during construction, developer fees, off-site and on-site land improvements, surveys, soil testing, costs necessary to make the real property in the Redevelopment Area environmentally safe, land and land acquisition costs, demolition costs and expenses, utility relocation costs and street improvements, site preparation, and all other land costs, attorneys’ fees, and loan costs and expenses.

- c. Allowable Uses of Surplus Earnings - Accounting to City Therefore. Surplus earnings of Developer derived from the Redevelopment Project, in excess of those provided for in subsection a. of this Section 10, at the option of Developer may be used as follows:
- i. held by Developer as a reserve for maintenance of such rate of return in the future and may be used by Developer to offset any deficiency in such rate of return which may have occurred in prior years;
 - ii. to accelerate the amortization payments;
 - iii. for enlargement of the Redevelopment Project; or
 - iv. for a reduction in rentals therein.

At the termination of the twenty-five (25) year tax relief provided for in Section 8 of this Agreement, Developer shall make a strict accounting of surplus earnings not previously used for one or more of the purposes herein set forth. If requested by the City, in writing, after review of the accounting made by Developer, Developer shall, at its own expense, have an audit made of its books by a firm of independent certified public accountants reasonably acceptable to the City, and the findings of such audit shall be made available to the City Manager. If it is determined by such audit that there are surplus earnings not previously used for one or more of the purposes set forth in this Agreement, then such earnings shall be paid to the City.

- d. Certain Purchasers Subject to Earnings Limitations. If all or any portion of the real property located in the Redevelopment Area during the period of tax relief provided in Section 8 of this Agreement is purchased by an urban redevelopment corporation or a life insurance company operating as an urban redevelopment corporation, the earnings derived from the Redevelopment Project shall be limited in the manner and to the extent set forth in subsection a. of this Section 10. If all or any portion of the real property located in the Redevelopment Area during the period of tax relief provided in Section 8 of this Agreement is purchased by purchaser that is not an urban redevelopment corporation or life insurance company operating as an urban redevelopment corporation then the provisions set forth in subsection a., b., and c. of this Section 10 shall not apply.
11. Indebtedness Limitation. As per Section 353.030(10), RSMo, Developer shall not issue income debentures paying an interest rate in excess of nine percent (9%), provided however, that this limitation shall not apply to other debt of Developer as per the provisions of Section 353.030(10), RSMo. Developer shall not pay any interest on its income debentures, or dividends on its stock, regardless of class or

preference, during any dividend year, unless there shall exist at the time of such payment no default under any amortization requirements with respect to its indebtedness, nor unless all accrued interest, taxes, and other public charges shall have been duly paid or reserves set up for the payment thereof, and adequate reserves provided for depreciation, obsolescence, and other proper reserves.

12. Accounting Practices. Developer shall establish and maintain depreciation, obsolescence and other reserves and surplus and other accounts, including a reserve for the payment of taxes, in Developer's reasonable discretion, according to recognized standard accounting practices.

13. Sale or Disposition of Project Property.

- a. Continuation of Abatement. In the event of the sale or other disposition of any or all of the real property of Developer in the Redevelopment Area by reason of the foreclosure of any mortgage or other lien, through insolvency or bankruptcy proceedings, by order of any court of competent jurisdiction, or by voluntary transfer or otherwise, the tax relief provided in Section 8 of this Agreement and under the provisions of The Urban Redevelopment Corporations Law shall inure, with respect to the real property so sold or otherwise disposed of, to any purchaser or transferee of such real property so long as such purchaser or transferee shall continue to use, operate, and maintain such real property in accordance with the provisions of the Development Plan and this Agreement, including compliance with all provisions of this Agreement. However, if such real property shall be used for a purpose different than that described in the Development Plan and this Agreement, or if the purchaser does not desire the property to continue under the Development Plan, the real property shall be assessed for ad valorem taxes based upon the full true value of such real property and may be owned and operated free from any of the conditions, restrictions, or provisions of The Urban Redevelopment Corporations Law, any rules or regulations adopted pursuant thereto, the Ordinance, the Development Plan, and this Agreement.
- b. Obligation to Clear Blight - Covenant Running with Land. Developer, with respect to the property acquired by it, shall be required to clear the blight or to rehabilitate to eliminate the physical blight existing in the Redevelopment Area, or to make adequate provisions satisfactory to the City for the clearance of such blight. This obligation shall be a covenant running with the land and shall not be affected by any such sale or disposition. Any purchaser of property in the blighted area by deed from Developer or any of Developer's successors in title, who wishes to receive the development rights and tax abatement granted by this Agreement, shall acquire title subject to this obligation insofar as it pertains to the land so acquired.

14. Assignment of Development Plan. This Agreement shall be binding upon and shall inure to the benefit of Developer and its successors and assigns, and the term “**Developer**” as used herein shall be deemed to include such successors and assigns (including any subsequent purchasers or transferees of any portion or all of the real property located within the Redevelopment Area); provided, however, that no assignment of the Development Plan shall be effective nor discharge Developer of its obligations hereunder unless and until it has been approved by the City Council (“**Council**”) by ordinance, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, any assignment to an affiliate of the Developer under the same ownership and control (an “**Affiliate Transfer**”) shall not require prior Council approval. Council approval is not required for the sale of all or any portion of the real property located in the Redevelopment Area. Developer shall notify the City Manager in writing of any assignment of any or all of the Development Plan at least ten (10) days after said assignment. Said notice shall specify the name and address of the assignee. The assignee, within six (6) months after the date of assignment, shall notify the City Manager in writing of the assignee’s election to continue under the Development Plan. No such assignment shall release Developer of its rights and obligations hereunder without approval of the Council.
15. Breach - Failure to Comply. If Developer does not materially comply with the provisions of this Agreement, including the provisions of the Development Plan not inconsistent with this Agreement, within the time limits and in the manner for the completion of the Redevelopment Project as stated herein, except for reasonable delays caused by unforeseen circumstances beyond its control, and subject to all notice, grace, and cure periods and provisions, or shall do, permit to be done, or fail or omit to do anything contrary to or required of it by this Agreement, The Urban Redevelopment Corporations Law, or shall be about to so do, permit to be done, or fail or omit to have done, then upon certification of such fact to the Council by the City Manager, the Council may authorize the City Attorney to commence a proceeding in the Circuit Court in the name of the City to have such action, failure, omission, or threatened action or omission stopped, prevented, or rectified by injunction or otherwise, or in the name of the City may bring an action for damages against Developer for breach of any of the provisions of the Development Plan or of this Agreement.
16. Excusable Delays. Notwithstanding any provisions of this Agreement or the Development Plan to the contrary, performance by Developer shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, unusually severe weather, pandemics, formally declared emergencies, inability to obtain or secure necessary labor, materials, or tools, delays of any contractor, subcontractor, materialman or supplier, acts or failure to act of the City or of any other governmental agency or entity, or any other causes beyond the control or without the fault of Developer. With the approval of the City, the time of

performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes. All extensions hereunder shall be effective only if approved by the Council by ordinance, which approval shall not be arbitrarily or unreasonably withheld, conditioned, or delayed, it being understood that Developer is entitled to such extensions upon presentation of documentation of the periods of such delays. Developer shall not excessively delay filing an application for extension of time, but Developer shall not be prejudiced by failing inadvertently to make timely application therefor.

17. Default. In the event Developer materially defaults in the performance of any of its obligations pursuant to the terms of the Development Plan or this Agreement, the City may, after giving Developer thirty (30) days written notice and a reasonable opportunity to cure such material default, including any additional time as is reasonably necessary if the default is of such a nature it cannot be cured within thirty (30) days after receiving notice and the Developer is diligently working to cure such default, terminate this Agreement, including the Development Plan, and all rights granted pursuant thereto. Said termination shall include the rights, if any, to continuing tax abatement as provided in Section 8 of this Agreement. Upon such termination, the City Attorney shall commence such proceedings in the appropriate court to terminate the tax abatement.
18. Notice. Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified:

To the City:

Springfield City Manager
840 Boonville Avenue
Springfield, MO 65802

With a copy to:

Springfield City Attorney
840 Boonville Avenue
Springfield, MO 65802

To the Developer:

Boyd School Redevelopment Corporation
1324 West Warren Avenue
Ozark, MO 65721

With a copy to:

Spencer Fane, LLP
2144 E. Republic Rd, Ste B300
Springfield, MO 65804

Attn: Shelby Wood

Each party has the right to specify that notice be addressed to any other address by giving to the other party ten (10) days written notice thereof.

19. Modification - Interpretation. The terms, conditions, and provisions of this Agreement and of the Development Plan can neither be modified nor eliminated except by mutual agreement between the City and Developer and approved by an ordinance or ordinances duly adopted by the Council; *provided, however*, that this

Agreement shall not be construed as an enlargement of the authority conferred upon the City by The Urban Redevelopment Corporations Law.

20. Effective Date. This Agreement becomes effective on the effective date of the Ordinance or the date of the actual execution hereof by the City and Developer, whichever last occurs, and shall remain in full force and effect so long as Developer shall either be entitled to enjoy tax relief pursuant to the provisions of Section 8 of this Agreement or shall have any right under the provisions of the Development Plan to commence construction of any buildings or improvements in said Redevelopment Project pursuant to Sections 3 and 4 hereof, and at the end of such period so determined, this Agreement shall terminate and become null and void.
21. Applicability. This Agreement applies only to the Redevelopment Project referred to herein.
22. Recording. This Agreement shall be recorded by the City in the Recorder's Office of Greene County, Missouri.
23. Continuing Obligation to Maintain Redevelopment Area and Redevelopment Project. Developer agrees to maintain the Redevelopment Area and Redevelopment Project in a condition of good repair which includes compliance with all City Codes of Springfield, Missouri. In the event Developer assigns its rights under the Development Plan and this Agreement to an unrelated party and said assignment is approved by ordinance pursuant to Section 14 of this Agreement, then, in such an event, Developer's obligations under this Section 23 shall be released.
24. Interpretation. In the event of any conflict between the terms of the Development Plan and this Agreement, the terms of this Agreement shall prevail.
25. Headings. The headings or captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of the Agreement or any provision hereof.
26. Severability. The provisions of this Agreement shall be deemed severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid unless the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties hereto would have agreed to the valid provisions of this Agreement; or unless the court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the contracting parties' intent.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
28. Conflicts. No salaried officer or employee of the city, and no member of the City Council or the Corporation shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Developer covenants that it presently has no interest and shall not acquire any interest, of a direct or indirect nature, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. Developer further covenants that in the performance of this Agreement no person having such interest shall be employed or compensated by Developer.
29. Jurisdiction. This agreement and every question arising hereunder shall be construed and determined according to the law 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.
30. Discrimination. Developer agrees in the performance of this Agreement not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Developer 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 Developer and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
 - b. This Developer and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
31. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this Agreement exceeds the amount of \$5,000.00 and Developer is associated with a business entity, Developer shall provide a notarized affidavit acceptable to the City 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, Developer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

33. Nonresident/Foreign Consultants. Developer shall procure and maintain during the life of this Agreement:

- a. If Developer 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 351.572 RSMo.; and
- 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.

34. General Independent Consultant Clause. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Developer 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 Developer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Developer's activities and responsibilities hereunder. The Developer agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other work, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Agreement shall not be construed as creating any joint employment relationship between the Developer and the City, and the City will not be liable for any obligation incurred by the Developer, including but not limited to unpaid minimum wages and/or overtime premiums.

35. City Benefits. Developer shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program of the City.
36. Liability and Indemnity. The parties mutually agree to the following:
- a. In no event shall the City be liable to the Developer for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct directly and solely resulting in a breach of this Agreement.
 - b. Developer shall defend, indemnify, and hold the City harmless from and against all claims, including but not limited to losses, and liabilities arising out of personal injuries, including death, and damage to property, which are caused by the Developer arising out of or in any way connected with this Agreement.
 - c. Developer shall indemnify and hold the City harmless from all wages or overtime compensation due Developer's employees in rendering services pursuant to this Agreement, including payment of reasonable and documented attorney fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.
37. Attorney Fees. In the event of any litigation arising from breach of this Agreement where a court of competent jurisdiction finds the Developer to be liable, the City shall be entitled to recover from the Developer all reasonable and documented costs incurred for such litigation, including staff time, court costs, reasonable and documented attorney fees, and all other reasonable related expenses incurred in such litigation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Jason Gage, City Manager

ATTEST:

Anita Cotter, City Clerk

Approved as to form and legality:

Rhonda Lewsader, City Attorney

BOYD SCHOOL REDEVELOPMENT CORPORATION

By: _____

Print Name: _____

Its: _____

ATTEST:

Print Name: _____

Its: _____

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of the of the City of Springfield, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said municipal corporation, and such person duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of the Boyd School Redevelopment Corporation, a corporation duly organized, incorporated and existing under and by virtue of The Urban Redevelopment Corporations Law of Missouri, who is personally known to me to be the same person who executed, as such officers, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

Tract 1:

ALL OF LOTS TWENTY-ONE (21), TWENTY-TWO (22) AND TWENTY-THREE (23) IN OZARK LAND COMPANY'S ADDITION, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Tract 2:

ALL OF LOT TWENTY-FOUR (24) IN OZARK LAND COMPANY'S ADDITION, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

EXHIBIT B
DEVELOPMENT PLAN



EXPLANATION TO COUNCIL BILL 2023-130 (HORTON)

FILED: 05/17/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.85 acre of property generally located at 504 East Norton Road from R-SF, Single-family residential district, to R-MD, Medium-density multifamily residential district; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Good Samaritan Boys Ranch Foundation; 504 E. Norton Road; Z-12-2023.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.85 acres of property generally located at 504 E. Norton Road from R-SF, Single-family residential district to R-MD, Medium-density multifamily residential district. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:
ZONING CASE NUMBER Z-12-2023

The applicant, Good Samaritan Boys Ranch Foundation, has requested to rezone the subject property in order to permit the construction of a small office and storage space to be used as a donation drop-off center serving the existing transitional service shelter located to the west of this property. This rezoning request is accompanied by an updated Conditional Use Permit application covering the entirety of the proposed transitional service shelter (Conditional Use Permit No. 473).

REMARKS: The Planning and Zoning Commission held a public hearing on May 11, 2023, and recommended to approve, by a vote of 8 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 applicant, Good Samaritan Boys Ranch Foundation, has requested to rezone this property from R-SF, Single-family residential district to R-MD, Medium-density multifamily residential district. This rezoning request is accompanied by Conditional Use Permit No. 473, which would permit the expansion of the foundation's site along E. Norton Road to include a donation drop-off center (refer to CUP No. 473's staff report for details).

2. The subject property is located within the Mixed Residential Placetype. As described in Chapter 5, Land Use & Development, of the Comprehensive Plan, this placetype primarily contains higher-density single-family attached and multifamily residential dwellings while encouraging certain supporting land uses which complement this residential base, including parks, greenways, and open space, low-intensity urban agriculture, public and private schools and places of worship, and low-intensity neighborhood commercial uses. The R-MD district, as requested by the applicant, is the second-most-intense residential district in the City, permitting residential densities up to 29 dwelling units per acre. This district also supports other nonresidential land uses which complement or enhance its residential character, including places of worship, community gardens, noncommercial and non-profit neighborhood facilities, and elementary or secondary schools. Based on these criteria, staff has determined that the R-MD district is in general alignment with the Comprehensive Plan's objectives for the Mixed Residential Placetype.

3. As far as staff is aware, there are no changed or changing conditions in the area of the proposed rezoning which make the request necessary. The applicant has acquired the subject property with the intent of expanding the foundation's services at this location.

4. The range of uses permitted within the R-MD district are generally compatible with those permitted on other property in the immediate vicinity of the proposed rezoning. The zoning district makeup of the area includes the R-SF, R-LD, R-MD, and R-HD districts, all of which primarily permit residential uses of varying forms and densities with allowances for certain complementary nonresidential uses, some of which require the approval of a Conditional Use Permit.

5. Per the reviews provided by City Utilities and Environmental Services – Wastewater Services, the subject property is currently served by all utilities and sewer/water facilities.

6. Per the review provided by Public Works – Traffic, City staff does not anticipate a significant increase in the volume of vehicular or pedestrian traffic as a result of this rezoning, nor have they noted any concerns regarding the safety of traffic in this area as a result of the approval of this rezoning.

7. This rezoning has not been requested in order to correct an error in the application of the Zoning Ordinance.

8. Should the rezoning request be denied, a reasonably viable economic use of the property would remain feasible. The property's current zoning designation, R-SF, would allow for the construction of a new detached single-family dwelling, or any of the other permitted uses noted in Section 36-380 of the Land Development Code.

Submitted By: Kyle McGinnis, Senior City Planner



Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 5/24/2023

- Attachments:**
1. Z-12-2023_ord
 2. Z-12-2023_exhA
 3. Z-12-2023_exhB
 4. Z-12-2023_exhC

One-rdg. _____
P. Hrngs. X
Pgs. 24
Filed: 05-30-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-130

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 0.85 acre of property generally located at 504 East Norton Road
4 from R-SF, Single-family residential district, to R-MD, Medium-
5 density multifamily residential district; and adopting an updated
6 Official Zoning Map. (Staff and Planning and Zoning Commission
7 recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 504 East Norton Road from R-SF, Single-family residential district,
12 to R-MD, Medium-density multifamily residential district; and
13

14 WHEREAS, following proper notice, the Planning and Zoning Commission held a
15 public hearing on May 11, 2023, a copy of the Record of Proceedings from said public
16 hearing being attached hereto and incorporated herein by this reference as "Exhibit B,"
17 and said Commission made its recommendation; and
18

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

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

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

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

Ordinance.

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

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bunn, Assistant City Attorney

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

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-12-2023

ALL OF THE WEST 125 FEET OF THE FOLLOWING:
ALL OF THE FOLLOWING DESCRIBED LAND LYING NORTH OF INTERSTATE
HIGHWAY 44: BEGINNING FORTY (40) RODS WEST OF THE NORTHEAST
CORNER OF THE EAST HALF (E 1/2) OF LOT ONE (1), NORTHWEST QUARTER
(NW 1/4) OF SECTION ONE (1) TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-
TWO (22); THENCE SOUTH 64 RODS; THENCE WEST 19.4 RODS; THENCE
NORTH 64 RODS; THENCE EAST 19.4 RODS TO THE POINT OF BEGINNING IN
THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. SAID PROPERTY
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE
NORTHEAST CORNER OF THE EAST HALF (E 1/2) OF LOT ONE (1) OF THE
NORTHWEST QUARTER (NW 1/4) OF SECTION 1, TOWNSHIP 29N, RANGE 22W,
THENCE NORTH 89°38'47" WEST 855.79 FEET ALONG THE NORTH LINE OF LOT 1
OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 1; THENCE LEAVING
SAID NORTH LINE SOUTH 00°21'13" WEST, 24.59 FEET TO THE SOUTH RIGHT OF
WAY LINE OF NORTON ROAD; THENCE SOUTH 02°20'09" WEST, 293.98 FEET TO
A 1/2" REBAR BEING ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 44;
THENCE NORTH 89°28'02" WEST ALONG SAID NORTH RIGHT OF WAY LINE,
125.88 FEET TO A 5/8" REBAR; THENCE LEAVING SAID NORTH RIGHT OF WAY
LINE NORTH 02°29'33" EAST, 293.43 FEET TO THE SOUTH RIGHT OF WAY LINE
OF NORTON ROAD; THENCE SOUTH 89°39'46" EAST ALONG SAID SOUTH RIGHT
OF WAY LINE, 125.00 FEET TO THE POINT OF BEGINNING, CONTAINING 36,824
SQUARE FEET (0.85 ACRES). ALL LYING IN GREENE COUNTY, MISSOURI.

EXHIBIT B

RECORD OF PROCEEDINGS
Planning and Zoning Commission – May 11, 2023

Z-12-2023

504 East Norton Road

Applicant: Good Samaritan Boys Ranch Foundation

Mr. McGinnis stated that this is a request to rezone approximately 0.85 acres of property generally located at 504 E. Norton Road from R-SF, Single-family residential district to R-MD, Medium-density multifamily residential district. This case comes before the Commission concurrently with Conditional Use Permit No. 473. He also noted that the city would not support the Conditional Use Permit without the rezoning

Mr. Knuckles asked about the separate tracts (one or three tracts of land).

Mr. McGinnis stated that it is three separate addresses and two separate properties and noted that they can develop as long as they provide a cross access easement and will be sharing a drive with the existing transitional service shelter and will not provide a new drive to East Norton Road.

Mr. Jobe opened the public hearing.

Mr. Bill Woody, 1736 E. Sunshine, architect and noted the disrepair of the buildings and vegetation overgrowth and conducted a neighborhood meeting and no one attended. They stated that they had a tree survey and will remove a few of the trees, but will try to retain the elm, maple and walnut trees and will add a privacy fence on the east side.

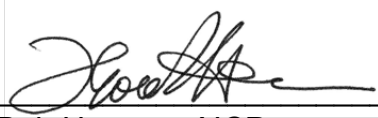
Mr. Colby Wallace, 2018 N. Roosevelt Avenue and represents the Good Samaritan Boys Ranch and would like to build a donation center (small warehouse) and some offices and this would be a world of opportunity for youth aging out of foster care.

Commission members expressed their gratitude for the Boys Ranch and noted that it will be success for kids who have grown up in challenging situations.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to recommend **approval** of Z-12-2023 (504 East Norton Road).
Mr. Colony seconded the motion Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven.

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

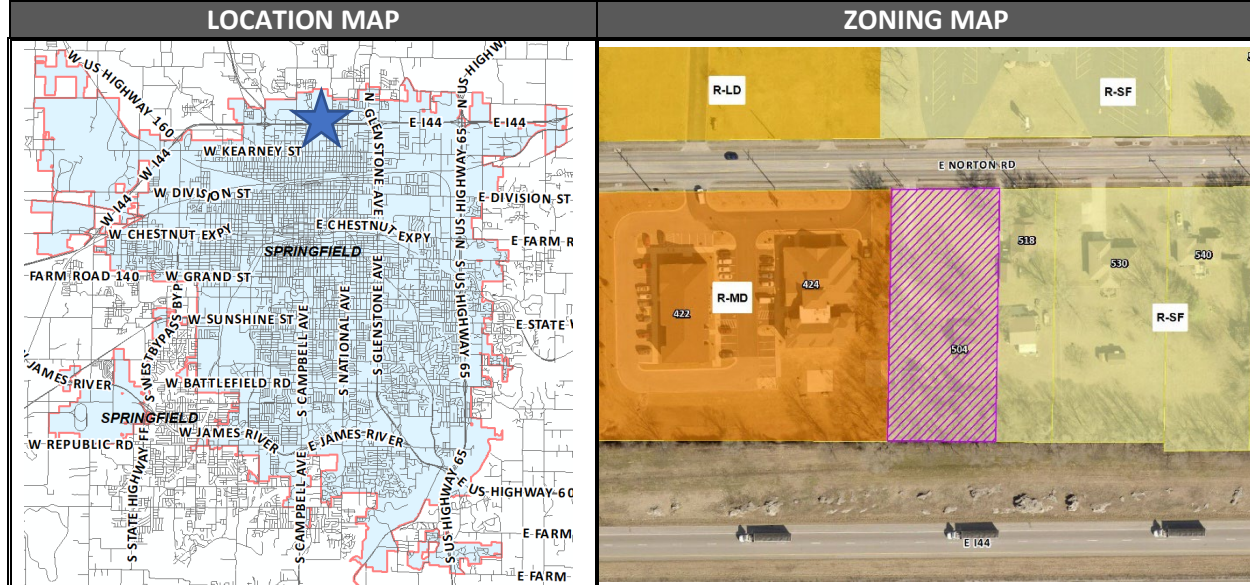
Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Z-12-2023
Location:	504 E. Norton Road
Total Acres:	0.85 acres
Applicant:	Good Samaritan Boys Ranch Foundation
Existing Land Use:	Unoccupied single-family dwelling
Neighborhood Meeting:	April 20, 2023
Planning and Zoning Commission:	May 11, 2023
City Council:	June 5, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Senior Planner Kyle McGinnis, (417) 864-1615
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-12-2023. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to rezone approximately 0.85 acres of property generally located at 504 E. Norton Road from R-SF, Single-family residential district to R-MD, Medium-density multifamily residential district.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE MAPS STREET VIEW:



PROPERTY HISTORY:

This property was zoned R-SF, Single-family residential district in 1995 as part of the City-wide remapping which was approved at that time via General Ordinance No. 4494, and it has maintained this single-family residential zoning since that time.

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;

DEVELOPMENT REVIEW STAFF REPORT

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 REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR MEDIUM-DENSITY MULTIFAMILY RESIDENTIAL DISTRICT
Use Limitations	(4) (a) Single-family detached and single-family semi-detached dwellings are not permitted unless they exist at the time the district is mapped. (4) (b) All uses shall operate in accordance with the noise standards contained in Section 36-485, Noise standards. (4) (c) No use shall emit an odor that creates a nuisance as determined by Chapter 2A, Article X, Springfield City Code.
Minimum Lot Size	(5) (a) Minimum lot area: 1. Each townhouse on a separate platted lot: 2,000 square feet. 2. Existing single-family detached dwellings: 5,000 square feet. 3. Duplexes: 5,500 square feet. 4. Existing single-family semi-detached dwellings: 3,750 square feet. 5. All other uses: 8,250 square feet. (5) (b) Minimum lot width: 1. Each townhouse on a separate platted lot: a. End lots: 30 feet. b. Interior lots with driveway in front yard: 26 feet. c. Interior lots without driveway in front yard: 20 feet. 2. Existing single-family semi-detached dwelling units: 30 feet. 3. All other uses: 45 feet. (5) (c) Minimum lot depth: 1. Each townhouse on a separate platted lot: 75 feet. 2. All other uses: 100 feet.
Maximum Height	(6) (a) Maximum structure height: 1. Thirty-five feet plus one additional foot for each additional two feet of setback provided on each side of the structure up to 75 feet. Above 75 feet, no additional setback is required.
Bulk Plane	(6) (a) Maximum structure height: 2. No portion of a multifamily dwelling shall be higher than allowed by a 45-degree bulk plane where the property adjoins an R-SF district. Any

DEVELOPMENT REVIEW STAFF REPORT

	multifamily dwelling for which a building permit has been issued prior to July 1, 2009, that does not conform to the 45-degree bulk plane shall be considered conforming with regard to the 45-degree bulk plane.
Minimum Yard Requirements	(6) (b) Minimum yard requirements: 1. Front yard: a. Twenty-five feet along a street classified as a collector or higher classification street or as required by Section 36-453. b. Fifteen feet along a street classified as a local street or as required by Section 36-453 (garages shall be set back a minimum of 20 feet). 2. Side yards: Six feet 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. 3. Rear yard: Ten percent of the lot depth but may not be less than ten feet, nor will more than 20 feet be required.
Minimum Open Space	(6) (c) Minimum open space: Not less than 20% of the total lot area shall be devoted to open space including required bufferyards unless modified in accordance with subsection 36-482 (15). Open space shall not include areas covered by buildings, structures, parking areas, driveways, and internal streets. Open space shall contain living ground cover and other landscaping materials. (6) (d) Maximum impervious area: The combined area occupied by all main and accessory buildings or structures, parking areas, driveways and any other surfaces which reduce and prevent absorption of stormwater shall not exceed 80 percent of the total lot area unless modified in accordance with subsection 36-482 (15).
Maximum Density Requirements	(7) The maximum density shall be 1,500 square feet per dwelling unit provided the requirements of subsection 36-303 (22) are met. Density for property zoned after August 27, 2007, will be limited to 11 dwelling units per acre except when additional density is authorized in accordance with Section 36-407, CO – Conditional Overlay District.
Design Requirements	(8) (a) A site plan meeting the requirements of Section 36-330, Zoning administration, shall be submitted and approved for all uses except improvements to existing single-family detached, duplex, and single-family semi-detached dwellings. (8) (b) A plot plan meeting the requirements of subsection 36-331 (3) shall be submitted and approved for

DEVELOPMENT REVIEW STAFF REPORT

	improvements to all existing single-family detached, duplex, and single-family semi-detached dwellings. (8) (c) A landscaping plan meeting the requirements of Sections 36-482, Landscaping and bufferyards, and 36-483, Off-street parking and loading area design standards, shall be submitted and approved for all uses except improvements to existing single-family detached, duplex, and single-family semi-detached dwellings. (8) (d) Off-street parking lots and vehicular use areas for permitted nonresidential uses shall be screened from all residential uses in accordance with Section 36-480, Screening and fencing. (8) (e) Storage of maintenance or other equipment incidental to any permitted or conditional use except for existing single-family detached, duplex, and single-family semi-detached dwellings shall be screened from view in accordance with the provisions of Section 36-480. (8) (f) The maximum length of any cluster of townhouse dwelling units shall not exceed 240 linear feet. (8) (g) Buildings shall be designed to prevent the appearance of straight, unbroken lines in their horizontal and vertical surface. There shall be no more than two continuous townhouse dwelling units without a break in the horizontal and vertical elevations of at least three feet. (8) (h) Lighting shall be designed to reflect away from any adjacent residential area and in accordance with Section 36-484, Lighting standards. (8) (i) Refuse storage areas shall be screened from view in accordance with Section 36-480. (8) (j) Required front yards shall be landscaped with grass, ground cover, plants, shrubs or trees. Decorative landscaping materials such as rock, bark, and mulch are also permitted. Impervious surfaces in required front yards shall be minimized and shall be limited to driveways leading to off-street parking areas located outside the required front yard and walkways necessary for access to structures on the property. Circular driveways are permitted if sufficient frontage is available and if approved by the traffic engineer. (8) (k) Mechanical and electrical equipment, including air conditioning units, shall be screened from view in accordance with Section 36-480. (8) (l) Accessory buildings and structures shall meet the requirements of Section 36-450, Accessory structures and uses.
Buffering and Landscaping	(9) Whenever any development in an R-MD district is located adjacent to another zoning district or a nonresidential use in an R-MD district is located adjacent to

DEVELOPMENT REVIEW STAFF REPORT

	a residential use in an R-MD district, screening and a bufferyard shall be provided in accordance with Sections 36-480, Screening and fencing, and 36-482, Landscaping and bufferyards.
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COMPATIBILITY WITH COMPREHENSIVE PLAN:

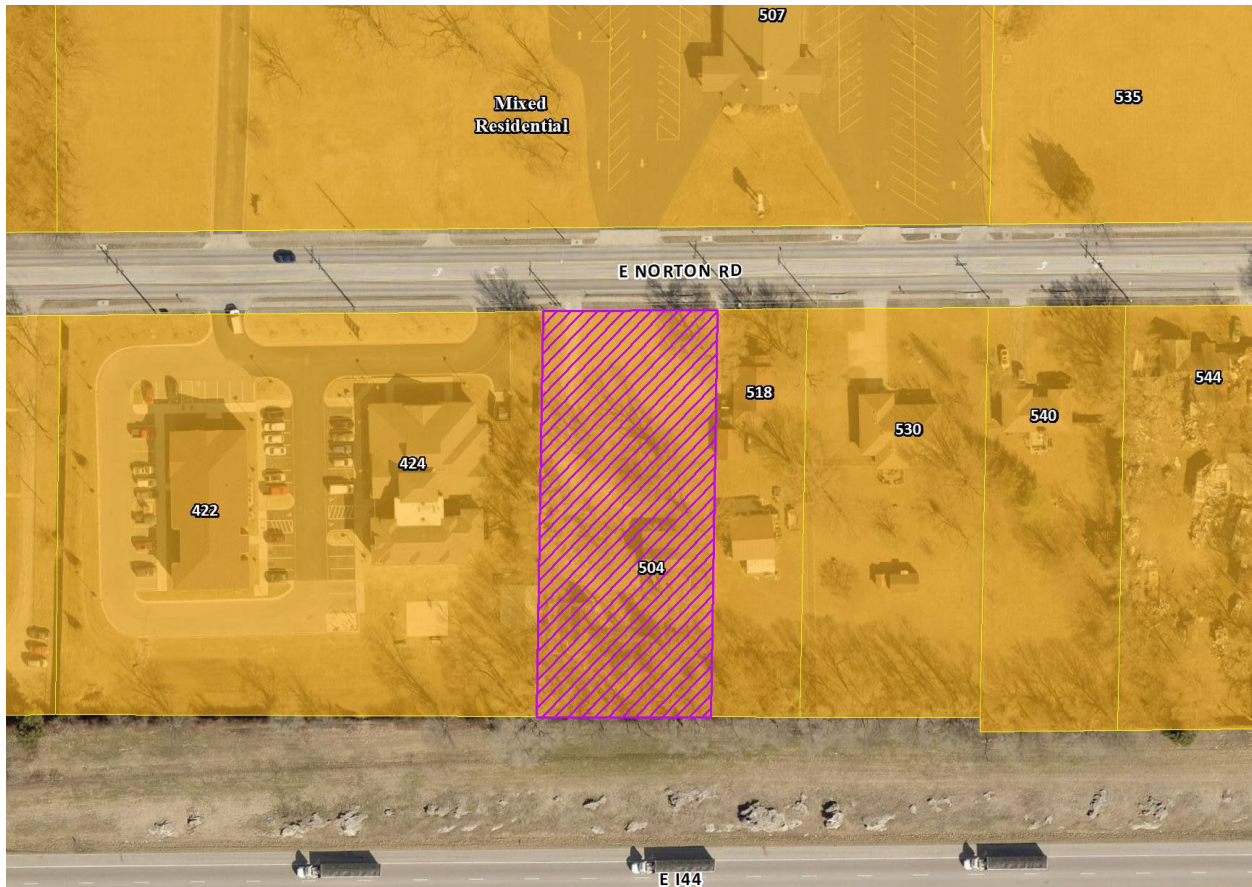
The subject property is located within *ForwardSGF's* Mixed Residential Placetype, which applies to all of the property to the north and south of E. Norton Road between N. Summit Avenue (to the east) and N. Grant Avenue (to the west). This Placetype, typically located near major employment or activity centers, is primarily used for higher density single-family attached and multifamily residential dwellings, including townhomes, rowhomes, duplexes, apartments, student housing, and single-family detached homes that have been converted into multiunit dwellings. Nonresidential supporting land uses include parks and open space, public and private schools, and places of worship, as well as low-intensity urban agriculture and neighborhood-serving commercial uses. Based on the mix of residential densities supported within this Placetype, new construction is intended to utilize thoughtful building and site design which reflects, complements, and/or enhances the character of the area and the adjacent streetscape.

The R-MD, Medium-density multifamily residential district, as requested by the applicant, accommodates a mix of residential dwelling types at densities up to 29 dwelling units per acre. This district is intended to serve as a transition between major streets or commercial areas and nearby lower density residential areas. Reflecting the intent to act as a transition, this district prohibits the construction of new detached single-family dwellings so as to not preempt multifamily projects with less intense development not befitting this zoning designation. This district also permits certain other nonresidential uses necessary to serve the governmental, educational, religious, recreational, or other needs of a given neighborhood or area.

Based on the variety of residential dwelling types and low-intensity nonresidential uses permitted within the R-MD district, staff has determined that the requested rezoning from the R-SF, Single-family residential district to the R-MD, Medium-density multifamily residential district is generally compatible with the objectives and intent of the *Comprehensive Plan*.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES														
	Single-Family Detached	Single-Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Maker, Artisan & Innovation Spaces	Public & Private Schools & Places of Worship	Government, Healthcare & Vocational Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehousing & Distribution Facilities	Heavy Industry & Manufacturing
Residential Neighborhood	●	○	◊	○	◊	◊	○	○	○	○	○	○	○	○	○
Mixed Residential	●	●	○	○	◊	◊	○	○	○	○	○	○	○	○	○
Downtown	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○

- **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype
- **Supporting Land Use:**
Less prevalent and serve to support the primary land use.
- ◊ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	N/A	R-SF	R-MD
LAND USE	Place of worship	N/A	Single-family dwelling	Transitional service shelter
PLACETYPES	Mixed Residential	N/A	Mixed Residential	Mixed Residential

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No issues with the proposed rezoning.
2. CITY UTILITIES:
No issues with the proposed rezoning.

DEVELOPMENT REVIEW STAFF REPORT

3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues with the proposed rezoning; however, this property was part of a City tax bill project in 2011 which may incur additional fees when obtaining a building permit. This property is in Sewer District 230 of Section 6 and is subject to a Sewer Extension Cost Recovery (SECR) fee. The original sewer tax bill #53192a, filed in 2011, was reduced by \$17,192.45 by entering into a SECR agreement. SECR agreements are issued for SFR properties. If the property owner is adding any additional water meters, rezoning, or increasing the water meter size, then a \$6,700 SECR fee will be collected per meter, not to exceed the total reduction. This SECR fee would be added to the sewer permit when building plans are submitted. Any applicable SECR fee shall be in addition to any other connection or other fees which may be applicable to such water meter installation under other City ordinances or regulations.

4. FIRE DEPARTMENT:

No issues with the proposed rezoning. The installation of fire hydrants and fire access lanes shall comply with the 2018 IFC.

5. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Pea Ridge Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **is not applicable, any new impervious area will need to be detained**. This zoning project is related to PLN2023-00107 and PREDEV2022-00231; the subject property is connected to 422 – 424 E. Norton Road to the west and its existing detention facility. The property **does not have a stream buffer on site**.

Public Works – 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:

- a. 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. A fee in lieu of on-site stormwater detention is not applicable to this project.
 - i. At the time of development, detention is required based on the drainage to MODOT right-of-way on I-44. The site will be given credit for the existing house and driveway. Detention would be required for any additional impervious surface area added.

DEVELOPMENT REVIEW STAFF REPORT

- ii. If 504 E. Norton Road is combined with 422 E. Norton Road, the detention basin on 422 E. Norton Road can be expanded/modified to account for the additional impervious area once development is designed.
- b. The City of Springfield only allows three acceptable methods of discharge for stormwater if a property has been modified to increase the amount, location, or character of discharge per Chapter 2 Sec. 4.1.4.
 - i. To a public right-of-way (1); a recorded drainage easement, continuing to a public right-of-way or public drainage system (2); or a certified natural watercourse (3).
 - ii. If none of the three options are available then the development must be modified so that the amount, location, or character of discharge is not changed, or a downstream easement must be obtained.

Water Quality Requirements:

- a. 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 one acre or greater. Including projects less than one acre that are part of a larger common plan of development or sale that will disturb one or more acres of the life of the project. Chapter 10 Sec. 2.0.

Additional Stormwater Standards to be met:

- a. 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.
 - b. As-builts of the detention and water quality improvements are required. We would like the following as-built notes on the plans:
 - i. 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 measures.
 - c. Operation and maintenance (O&M) 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.
 - d. 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.
 - i. Existing gravel surfaces meeting the above definition are eligible for 50% credit.
6. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:
- Street Classification, Right-Of-Way, and Jurisdiction:
- City's Transportation Plan classifies E. Norton Road as a Secondary Arterial roadway. The standard right-of-way width from the centerline of E. Norton Road is 35 feet. It appears additional right-of-way is needed along E. Norton Road. A survey is

DEVELOPMENT REVIEW STAFF REPORT

recommended to determine the exact amount of existing right-of-way. E. Norton Road is a city-maintained street.

Traffic Counts & On-Street Parking:

There is no recent traffic count for E. Norton Road. On-street parking is not allowed along E. Norton Road.

Driveway Access:

There is currently one driveway access point onto the property from E. Norton Road. The existing driveway access point to this property will need to be removed. All access to this property will need to come from the property to the west.

Sidewalk:

There is existing sidewalk along the property frontage of E. Norton Road.

Trails, Bus Stops, and Additional Information:

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are bus stops along E. Norton Road near this property.

Improvements:

None.

Traffic – Table 1: Rezoning Details

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	E. Norton Road	Secondary Arterial	No	30	35

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant, Good Samaritan Boys Ranch Foundation, has requested to rezone this property from R-SF, Single-family residential district to R-MD, Medium-density multifamily residential district. This rezoning request is accompanied by Conditional Use Permit No. 473, which would permit the expansion of the foundation's site along E. Norton Road to include a donation drop-off center (refer to CUP No. 473's staff report for details).
2. The subject property is located within the Mixed Residential Placetype. As described in Chapter 5, Land Use & Development, of the *Comprehensive Plan*, this placetype primarily contains higher density single-family attached and multifamily residential dwellings while encouraging certain supporting land uses which complement this

DEVELOPMENT REVIEW STAFF REPORT

residential base, including parks, greenways, and open space, low-intensity urban agriculture, public and private schools and places of worship, and low-intensity neighborhood commercial uses. The R-MD district, as requested by the applicant, is the second-most-intense residential district in the City, permitting residential densities up to 29 dwelling units per acre. This district also supports other nonresidential land uses which complement or enhance its residential character, including places of worship, community gardens, noncommercial and non-profit neighborhood facilities, and elementary or secondary schools. Based on these criteria, staff has determined that the R-MD district is in general alignment with the *Comprehensive Plan's* objectives for the Mixed Residential Placetype.

3. As far as staff is aware, there are no changed or changing conditions in the area of the proposed rezoning which make the request necessary. The applicant has acquired the subject property with the intent to expand the foundation's services at this location.
4. The range of uses permitted within the R-MD district are generally compatible with those permitted on other property in the immediate vicinity of the proposed rezoning. The zoning district makeup of the area includes the R-SF, R-LD, R-MD, and R-HD districts, all of which primarily permit residential uses of varying forms and densities with allowances for certain complementary nonresidential uses, some of which require the approval of a Conditional Use Permit.
5. Per the reviews provided by City Utilities and Environmental Services – Wastewater Services, the subject property is currently served by all utilities and sewer/water facilities.
6. Per the review provided by Public Works – Traffic, City staff does not anticipate a significant increase in the volume of vehicular or pedestrian traffic as a result of this rezoning, nor have they noted any concerns regarding the safety of traffic in this area as a result of the approval of this rezoning.
7. This rezoning has not been requested in order to correct an error in the application of the Zoning Ordinance.
8. Should the rezoning request be denied, a reasonably viable economic use of the property would remain feasible. The property's current zoning designation, R-SF, would allow for the construction of a new detached single-family dwelling, or any of the other permitted uses noted in Section 36-380 of the Land Development Code.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the *Comprehensive Plan's* Mixed Residential Placetype and based on the findings of fact above.

DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING OPTIONS:

The Planning and Zoning Commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification.
2. Recommend a change in the zoning district classification.
3. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the Planning and Zoning Commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

ATTACHMENT 1

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: R-SF to R-MD
(existing zoning) (proposed zoning)
2. Meeting Date & Time: April 20, 2023 at 4:00 pm
3. Meeting Location: 420 E. Norton Road
4. Number of invitations that were sent: 26
5. How the mailing list was generated: Generated by the city.
6. Number of neighbors in attendance (attach a sign-in sheet): 0
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

None

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

N/A

I, William Woody (print name), attest that the neighborhood meeting was held on 04/20/2023 (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."

William L_ Woody

Digitally signed by William L_ Woody
DN: C=US, O="Marshall-Waters-Woody Assoc., Inc.",
CN=William L_ Woody, E=bwoody@mwwarch.com
Reason: I attest to the accuracy and integrity of this document
Location: your signing location here
Date: 2023-04-21 15:25:43
Foxit PhantomPDF Version: 9.7.5

Signature of person completing affidavit

William Woody

Printed name of person completing affidavit

Rezoning@504 E. Norton Rd., Springfield, Missouri

4:00-6:30PM

[illegible]



EXPLANATION TO COUNCIL BILL 2023-131 (JENSON)

FILED: 05/17/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' Article III, 'Zoning Regulations,' Division 7, 'Grant Avenue Parkway District Standards,' Sections 36-487, 'Bulk Standards,' and 36-488, 'Permitted and Conditional Uses,' for the purpose of adding nonprofit community centers as a permitted use, and allowing a minimum height of 35 feet for buildings, in Subdistrict F. (Staff and Planning and Zoning Commission both recommend approval.) (By: Boys and Girls Club of Springfield; Grant Avenue Parkway (GAP) Subdistrict F Text Amendment).

PURPOSE: Amending Chapter 36 of the Springfield, Missouri, City Code, known as the 'Land Development Code,' Article III, 'Zoning Regulations,' Division 7, Sections 36-487, Bulk Standards, and 36-488, Permitted and Conditional Uses for the purpose of adding nonprofit community centers as a permitted use and allowing a minimum height of 35 feet for buildings in Subdistrict F. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING ORDINANCE TEXT AMENDMENT: GRANT AVENUE PARKWAY SUBDISTRICT F

1. The applicant, Boys and Girls Club of Springfield, has requested amendments to allow for a new Boys and Girls Club facility with gymnasium, classrooms (fitness, etc.), snack bar, and administrative/professional offices. The applicant is proposing a new Boys and Girls Club at 804 W. Catalpa Street which will be adjacent to the new Nordic Landing multi-family development at 810 W. Catalpa Street.
2. The proposed amendments will allow nonprofit community centers as a permitted use and a minimum height of 35 feet for buildings in Subdistrict F of the Grant Avenue Parkway District.
3. The purpose of the GAP - Grant Avenue Parkway District is to regulate the development of the parcels along Grant Avenue Parkway between College Street and Fassnacht Park. The GAP district is intended to provide greater flexibility in use by requiring high-quality design that fosters a sense of place to promote reinvestment and redevelopment that leverages the new parkway as an asset.
4. The GAP district is comprised of unique areas with varying patterns of development, architectural styles, and visions as established in the City of Springfield Grant Avenue

Parkway Corridor Plan. In order to better regulate these areas, the GAP District is further divided into six subdistricts as detailed below. The purpose of the subdistricts is to capitalize on the unique character of each portion of the GAP district and accommodate existing development while encouraging additional opportunities for redevelopment and reinvestment.

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

6. The only area of the city that is affected by the proposed text amendment for Subdistrict F will be south of Grand along Grant Avenue and along Catalpa Street and west of Grant Avenue. The proposed text amendments will allow more flexibility in development choices and the property to develop into a community center with a minimum building height of 35 feet.

7. The current GAP Subdistrict F bulk standards require a minimum building height of 3 stories. The applicant is proposing a 2-story building with a gymnasium; however, the height of the building, at 35 feet, will have the same scale and massing as a 3-story building.

8. The proposed text amendment is consistent with the Forward SGF Comprehensive Plan because the community center nonprofit use is consistent with the need to generate activity and support the adjacent multi-family development and surrounding residential neighborhood. It will also provide activity in the adjacent park, greenways, and open space to the south and support the nearby school with additional activities and services.

REMARKS: The Planning and Zoning Commission held a public hearing on May 11, 2023, 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. Staff recommends approval of the text amendment based on its consistency with the Comprehensive Plan and Grant Avenue Parkway Plan.

Submitted By: Daniel Neal, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 5/26/2023

Attachments:

1. Grant Avenue Parkway Subdistrict F Amendments_ord
2. Grant Avenue Parkway Subdistrict F Amendments_exhA

3. Grant Avenue Parkway Subdistrict F Amendments_exhB

One-rdg. _____
P. Hrngs. X
Pgs. 18
Filed: 05-30-23

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-131

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Chapter 36 of the Springfield City Code, known as the 'Land
2 Development Code,' Article III, 'Zoning Regulations,' Division 7,
3 'Grant Avenue Parkway District Standards,' Sections 36-487, 'Bulk
4 Standards,' and 36-488, 'Permitted and Conditional Uses,' for the
5 purpose of adding nonprofit community centers as a permitted use,
6 and allowing a minimum height of 35 feet for buildings, in
7 Subdistrict F. (Staff and Planning and Zoning Commission both
8 recommend approval.)
9 _____

10
11 WHEREAS, the Boys and Girls Club of Springfield requested amendment of the
12 Grant Avenue Parkway ("GAP") District Standards for Subdistrict F to allow for a new
13 Boys and Girls Club facility with a gymnasium, classrooms, snack bar, and
14 administrative/ professional offices to be constructed at 804 West Catalpa Street; and
15

16 WHEREAS, the proposed amendments to Section 36-487, 'Bulk Standards,' will
17 allow a minimum height of 35 feet for buildings in Subdistrict F of the GAP, and the
18 proposed amendments to Section 36-488, 'Permitted and Conditional Uses,' will allow
19 nonprofit community centers as a permitted use in Subdistrict F of the GAP; and
20

21 WHEREAS, following proper notice, the Planning and Zoning Commission held a
22 public hearing regarding the proposed amendments to these sections on May 11, 2023,
23 a copy of the Record of Proceedings from said public hearing being attached hereto and
24 incorporated herein by this reference as "Exhibit A," and recommended approval of the
25 proposed changes; and
26

27 WHEREAS, City Council now desires to adopt the proposed changes to Sections
28 36-487 and 36-488 contained in this Ordinance.
29

30 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
31 SPRINGFIELD, MISSOURI, as follows, that:
32

33 Section 1 – Chapter 36 of the Springfield City Code, known as the 'Land
34 Development Code,' Article III, 'Zoning Regulations,' Division 7, 'Grant Avenue Parkway

District Standards,' Sections 36-487, 'Bulk Standards,' and 36-488, 'Permitted and Conditional Uses,' are hereby amended to read as follows:

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

Section 36-487. Bulk Standards.

Table 36-487. Bulk standards address the requirements applicable to development of a lot per subdistrict.

Table 36-487 GAP District Bulk Standards						
Standard	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Lot Standards						
Lot Area	n/a	n/a	n/a	n/a	n/a	n/a
Lot Width	n/a	n/a	n/a	n/a	n/a	n/a
Yard Setbacks (Figures 1 and 2)						
Front, minimum (ft)	0	15 ¹	0	15	10	15
Front, maximum (ft)	10 ³	25 ¹	10	25	20	25
Exterior Side, minimum (ft)	0	15 ¹	0	15	10	15
Exterior Side, maximum (ft)	10 ³	25 ¹	10	25	20	25
Interior Side, minimum (ft)	6 ²	6 ²	6 ²	6 ²	6 ²	6 ²
Rear, minimum (ft)	n/a	n/a	n/a	n/a	n/a	n/a
Building Standards						
Height, minimum (stories <u>or ft</u>)	2 ³	2 ³	2	2	3	3 <u>or 35 ft</u>
Height, maximum (stories)	n/a	4	3	3	4	4
Notes						
1. The setback of new development shall align with the setback of existing development in the subdistrict that is closest to the public right-of-way.						
2. If party-wall exists, 0' minimum shall be permitted.						
3. Expansion or enlargement of structures existing at the time of the adoption of this ordinance [G.O. 6684] shall be exempt from this requirement.						

Section 36-488. Permitted and conditional uses.

The following key is to be used in the interpretation of table 36-488, permitted and conditional uses below.

- (1) *Permitted uses.* Uses which are marked as "P" in the table shall be allowed subject to all applicable regulations of this article.
- (2) *Conditional uses.* Uses which are marked as "C" in the table shall be allowed upon the approval of a conditional use permit as detailed in section 36-363.
- (3) *Prohibited uses.* A blank space in the table indicates that a use type is not allowed in the respective subdistrict.
- (4) *Uses not listed.* If a proposed use is not listed in the tables, the administrative review committee shall determine if the use is substantially similar to a use listed in the tables. If it is, they shall treat the use in the same manner as the substantially similar use. If not, the use shall be regarded as prohibited.
- (5) *Conversions.* Structures existing at the time of the adoption of this ordinance [G.O. 6684] in subdistricts A, B, and/or C may be converted to any use permit in that subdistrict.
- (6) *Additional regulation.* If uses have use specific standards, they are referenced in this column. Use specific standards shall apply to permitted and conditional

65
66
67

uses. Where use specific standards conflict with district specific standards, the district specific standards shall be followed.

Table 36-488. GAP District Permitted and Conditional Uses							
Use	Additional Regulation	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Residential Uses							
Dwelling, Live Work	36-489(1)		P	P	P		
Dwelling, Multifamily, stand-alone fronting Grant Avenue		C	C	C	P		P
Dwelling, Multifamily, stand-alone not fronting Grant Avenue		P	P	P	P	P	P
Dwelling, Multifamily as a part of mixed use	36-489(2)	P	P	P		P	P
Dwelling, Multifamily conversion	36-489(3)		P	P	P		
Dwelling, Single-Family Semi-detached			P	P	P		
Dwelling, Single-Family Detached existing	36-489(4)		P	P	P		
Dwelling, Single-Family Detached new development				C	P		
Group Home		P	P	P	P	P	P
Lodging Uses							
Bed and Breakfast	36-489(5)		P	P	P		
Hotel	36-489(6)	P	P	P		C	C
Short-Term Rental Type 1	36-473				P		
Short-Term Rental Type 2	36-473				P		
Short-Term Rental Type 3	36-473	P	P	P		P	P
Commercial Retail and Entertainment Uses							
Adult Oriented Uses							
Entertainment Oriented Use Group, less than 10,000 sq. ft.		P	P	P		P	
Entertainment Oriented Use Group, greater than 10,000 sq. ft.		C	C				
General Retail Use Group, less than 10,000 sq. ft.		P	P	P		P	P
General Retail Use Group, greater than 10,000 sq. ft.		C	C				
Medical Marijuana Dispensary Facility	36-474	P	P	P		P	P
Package Liquor							
Pawn Shop							
Commercial Service and Office Uses							
Community Centers, nonprofit							P
Daycare				P			
Personal Service Use Group, less than 10,000 sq. ft.		P	P	P		P	P
Personal Service Use Group, greater than 10,000 sq. ft.		C	C				
Medical/Dental Office		P	P	P		P	P
General Office		P	P	P		P	P
General Office, above ground floor as a part of mixed use		P	P	P		P	
General Office, conversion	36-489(7)	P	P	P	P	P	P
Title Loan/Short Term Lending							
Eating and Drinking Uses							
Restaurant/Bar/Brewpub		P	P	P		P	P
Restaurant, drive-thru							
Vehicle Oriented Uses							
Autobody Repair/Service Station							
Car Sales/Rental							
Car Wash							

Gas Station							
Commercial Off-Street Parking Lots	36-489(8)	P					
Commercial Off-Street Parking Structures above ground floor as a part of mixed use		P					
Industrial Uses							
Artisan Manufacturing	36-489(9)	P	P	P		P	P
Brewery/Winery/Distillery		P					
Medical Marijuana Cultivation Facility	36-474	P					
Medical Marijuana Infused Product Manufacturing Type 2 Post Extraction Facility	36-474	P					
Medical Marijuana Testing Facilities	36-474	P					
Personal Storage							
Accessory Uses							
Accessory Structures and Uses	36-450	P	P	P	P	P	P
Home Occupations		P	P	P	P	P	P
Outdoor Display/Sale of Merchandise, Permanent							
Outdoor Storage							
Solar Energy Collection System, canopy	36-489(10)	P	P	P	P	P	P
Solar Energy Collection System, roof	36-489(11)	P	P	P	P	P	P
Temporary Uses							
Farm Stand	36-489(12)				P		
Farmers Market		P	P	P		P	P
Food Truck		P	P	P		P	P
Outdoor Display/Sale of Merchandise, Temporary		P	P	P		P	P
Seasonal Sales		P	P	P		P	P

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

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

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

Passed at meeting: _____

Mayor

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91
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93
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97
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Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

RECORD OF PROCEEDINGS
Planning and Zoning Commission – May 11, 2023

Grant Avenue Parkway Subdistrict F Amendments (GAP)

Citywide

Applicant: Boys and Girls Club of Springfield

Mr. Neal stated that this is a request to amend the Grant Avenue Parkway District (GAP) Bulk Standards of Section 36-487 and the Permitted and Conditional Uses of Section 36-488 of Division 7, to add nonprofit community centers as a permitted use and allow a minimum height of 35 feet for buildings in Subdistrict F.

Mr. Neal noted that the applicant is not present.

Ms. Burris noted per rule 4.2 that the commission can continue without the applicant available and requires 2/3 rule of members present.

COMMISSION ACTION: (Suspend rule 4.2/applicant)

Mr. Scott motioned to **suspend** rule 4.2 (applicant absent) from consideration of the Rules of Procedure for the Grant Avenue Parkway Subdistrict F Amendments (GAP) (Citywide). Mr. Knuckles seconded the motion. Ayes: Jobe, Colony, Knuckles, Ridge, Scott, and Gunther. Nays: Pauly. Abstain: None. Absent: Broekhoven and Lebeck.

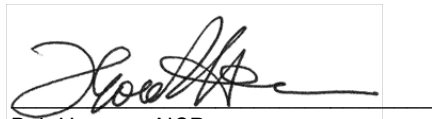
Mr. Jobe opened the public hearing.

No speakers.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to recommend **approval** of the text amendment to Sections 36-487 and 36-488 as set forth in Attachment 1 to the staff report on this item for Grant Avenue Parkway Subdistrict F Amendments (GAP) (Citywide). Ms. Ridge seconded the motion. Ayes: Jobe, Colony, Knuckles, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven and Lebeck.



Bob Hosmer, AICP
Planning Manager

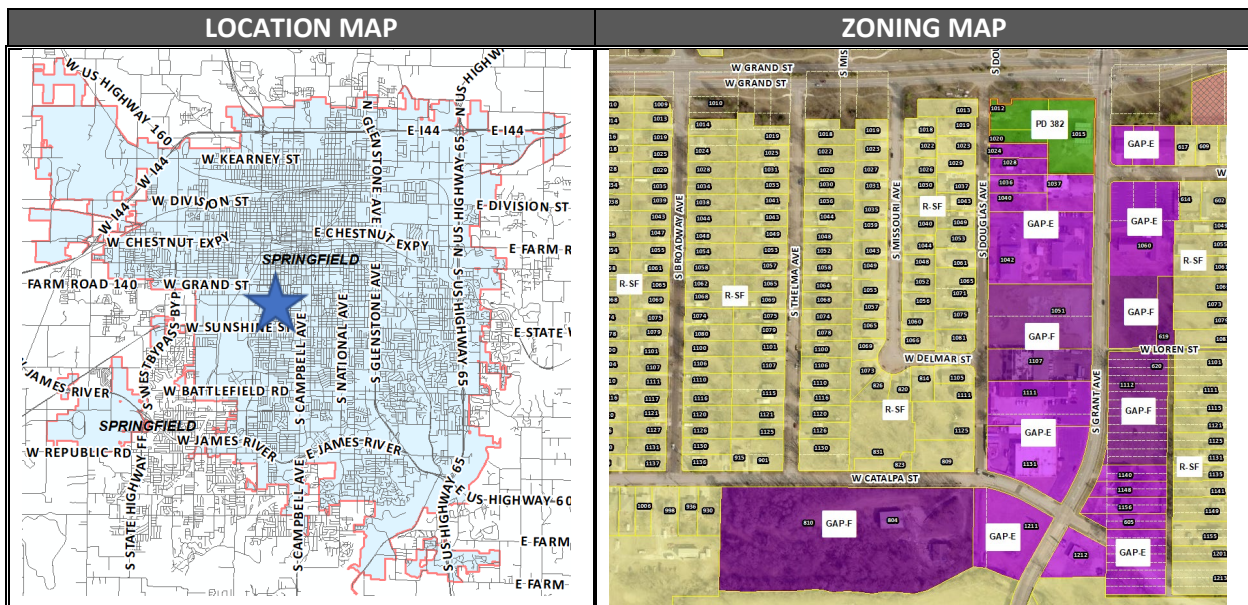
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION:

Case Number:	Grant Avenue Parkway (GAP) Subdistrict F Text Amendment
Location:	Citywide
Applicant:	Boys and Girls Club of Springfield
Planning and Zoning Commission:	May 11, 2023
City Council:	June 5, 2023
Public Notification:	Legal in Daily Events
Staff:	Daniel Neal, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of the text amendment to Sections 36-487 and 36-488 as set forth in Attachment 1 to the staff report on this item. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to amend the Grant Avenue Parkway District (GAP) Bulk Standards of Section 36-487 and the Permitted and Conditional Uses of Section 36-488 of Division 7, to add nonprofit community centers as a permitted use and allow a minimum height of 35 feet for buildings in Subdistrict F.



DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

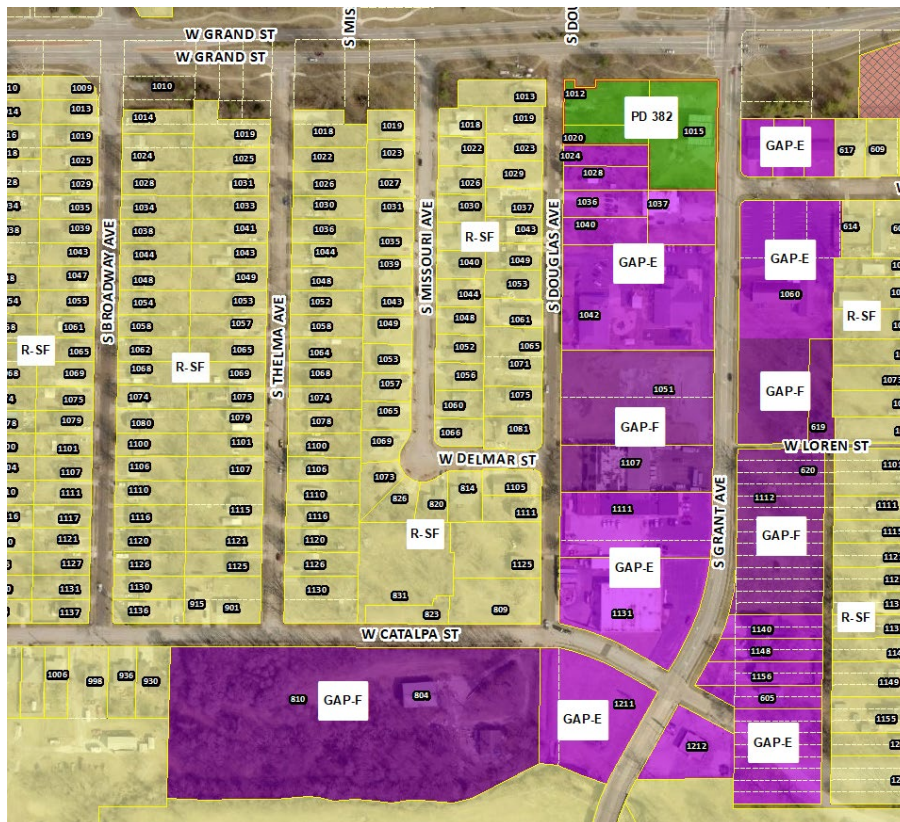
(7) Findings by the commission.

(a) *Text amendments.* If the request is for an amendment of the text of this article, the recommendation of the planning and zoning commission may consider:

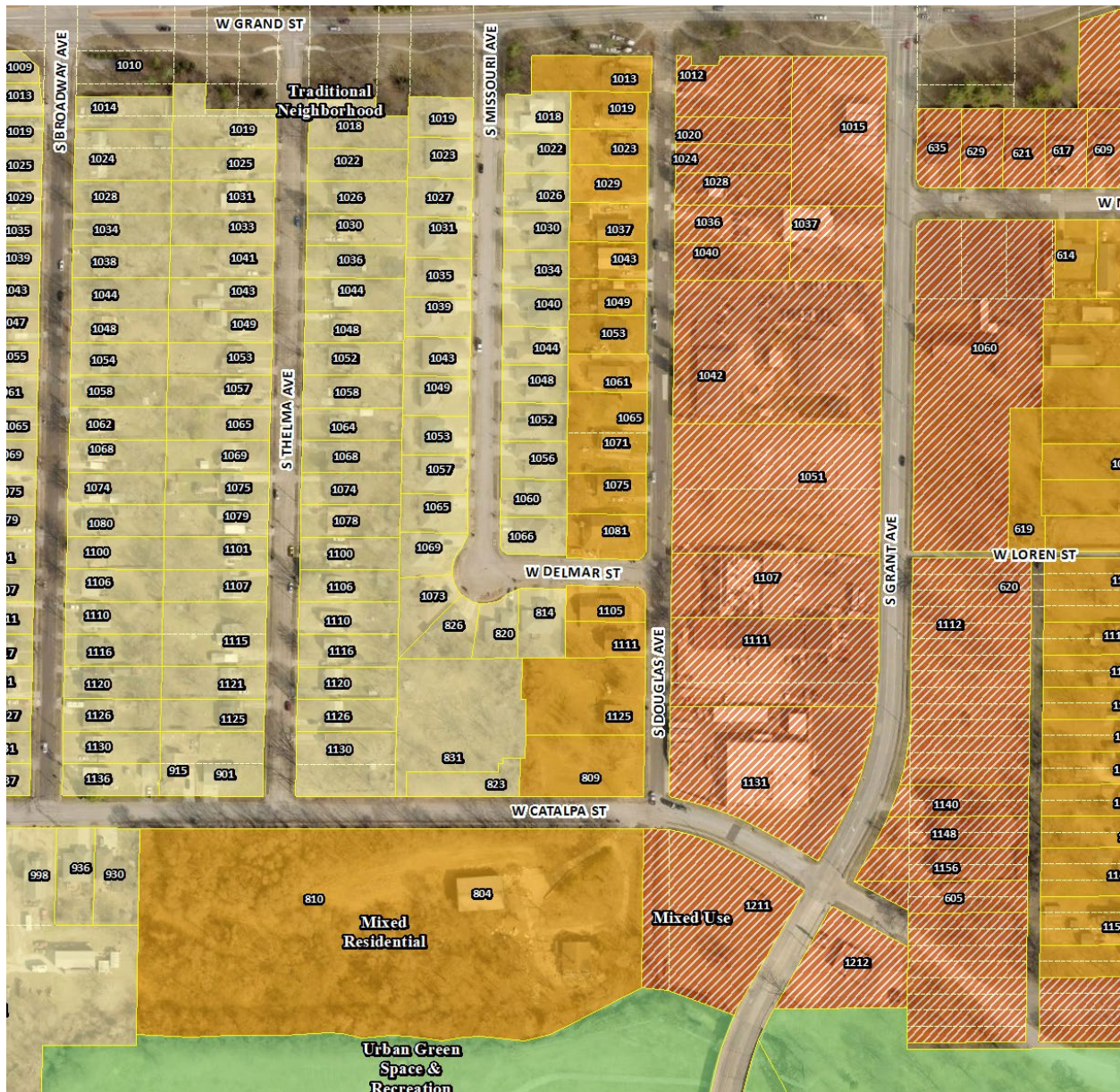
1. Whether the proposed text amendment is consistent with the Springfield Comprehensive Plan;
2. Whether the proposed text amendment is consistent with the intent and purpose of this article;
3. The areas of the city that are most likely to be affected by the proposed text amendment and the manner in which those areas will be affected;
4. Whether the proposed text amendment is necessitated by a change in conditions in the zoning districts affected and the nature of such changed conditions;
5. Information submitted at the public hearing.

ZONING DISTRICT LAND USES:

LAND USES	R-SF	R-TH	R-LD	R-MD	R-HD	R-MHC	O-1	O-2	GI	UN	WC1	WC2	WC3	LB	GR	HC	CS	CC	COM1	COM2	RI	LI	GM	HM	IC
Community centers, non-profit.	UP	UP	UP	UP	UP	UP	P	P	P		P		UP	P				P	P*	P*					



DEVELOPMENT REVIEW STAFF REPORT



COMPATIBILITY WITH COMPREHENSIVE PLAN:

1. The Forward SGF Comprehensive Plan designates this area as a Mixed Residential and Mixed Use placetype.
2. The Mixed Residential placetype contains primarily higher density single-family attached and multi-family residential dwellings. This includes townhomes, rowhomes, duplexes, apartments, student housing, and single-family detached homes that have been converted into multiunit dwellings. Residential uses are supported by key cultural and institutional centers, such as schools and places of worship. Housing for university and college students, young professionals looking for housing close to work, and seniors

DEVELOPMENT REVIEW STAFF REPORT

desiring to downsize are prioritized within this placetype. Encouraging investment to enhance existing properties as well as attracting new high-quality development with attention to scale and building design is a key focus to ensure desirable character within the placetype.

3. The Mixed Use placetype is intended to accommodate existing districts and facilitate the creation of new districts and subareas. This placetype should be reserved for areas in Springfield that contain a diverse range of uses that would not fit into the other, more focused placetypes. These places can include vertically stacked or horizontally laid out mixed-use buildings, like Historic Commercial Street, or they can take the form of larger-scale mixed-use developments, like Chesterfield Village or Galloway Village. Besides mixed-use buildings, this placetype can also include a mixture of primary and supporting uses on separate parcels. Planning for Mixed Use placetypes should include the development of strategic plans to facilitate adoption of contextual regulations to support and implement an identified district or neighborhood vision. Planning should incorporate infrastructure improvements that prioritize the pedestrian and promote an integration of public spaces into private development and increase connectivity with adjoining neighborhoods, activity centers, or institutional and employment centers. Neighborhood planning efforts should identify incompatible uses that do not contribute positively to the adjoining neighborhood, such as industrial, storage, or auto-oriented commercial businesses.
4. Mixed Residential primary land uses are single-family attached, single-family detached and multi-family. Supporting land uses are parks, greenways, and open space, low-intensity urban agriculture, public and private schools and places of worship and low-intensity neighborhood commercial.
5. Mixed Use primary land uses are multi-family, office, hospitality, retail sales and service, maker, artisan and innovation spaces and entertainment. Supporting land uses are parks, greenways and open space, government, healthcare and institutional facilities, universities, colleges and vocational schools, sports complexes and recreational facilities.
6. In accordance with the Forward SGF Placetypes framework, mixed residential developments are prioritized and supported in locations adjacent to major employment centers, activity centers, healthcare facilities, higher education facilities, schools, major parks, greenways, recreational facilities, and existing city corridors in need of an expanded customer-base and reinvestment. Residential development and neighborhood-scale commercial buildings are oriented to the street and focus on pedestrian scale. Parking is to be located behind or beside the primary buildings with abundant landscaping and screening. Pedestrian pathways to provide safe access to business entrances. Multi-story buildings designed with active ground floor spaces are visible and inviting to the pedestrian with transparent, glass windows and doors. The main entrance of new development is oriented towards the primary street. Quality materials, construction methods, workmanship, and design are incorporated into new development and redevelopment. A greater focus on site design, parking access, massing, and building orientation are adopted to ensure new development is complementary to adjacent lower density residential development. Windows, balconies,

DEVELOPMENT REVIEW STAFF REPORT

and porches are encouraged on upper stories to provide informal security with “eyes on the street” and activation.

7. Mixed use developments have buildings that are located at or close to the front property line with context-sensitive designs that emphasize the pedestrian and public realm. Building heights are limited to three to four stories or reduced to complement adjacent lower density residential patterns. Locations appropriate for mixed use centers are identified through strategic planning process with clearly defined boundaries. Screening and buffering are provided between commercial uses and lower-density residential development. Sense of place is enhanced through streetscaping elements, like benches, pedestrian-scaled lighting, public art, and outdoor seating.

STAFF ANALYSIS AND RECOMMENDATION:

1. The proposed amendments will allow nonprofit community centers as a permitted use and a minimum height of 35 feet for buildings in Subdistrict F of the Grant Avenue Parkway District.
2. The applicant, Boys and Girls Club of Springfield, has requested the amendments to allow for a new Boys and Girls Club facility with gymnasium, classrooms (fitness, etc.), snack bar and administrative/professional offices.
3. The applicant is proposing a new Boys and Girls Club at 804 W. Catalpa Street which will be adjacent to the new Nordic Landing multi-family development at 810 W. Catalpa Street.
4. The purpose of the GAP - Grant Avenue Parkway District is to regulate the development of the parcels along Grant Avenue Parkway between College Street and Fassnacht Park. The GAP district is intended to provide greater flexibility in use by requiring high-quality design that fosters sense of place to promote reinvestment and redevelopment that leverages the new parkway as an asset.
5. The GAP district is comprised of unique areas with varying patterns of development, architectural styles, and visions as established in the City of Springfield Grant Avenue Parkway Corridor Plan. In order to better regulate these areas, the GAP District is further divided into six subdistricts as detailed below. The purpose of the subdistricts is to capitalize on the unique character of each portion of the GAP district and accommodate existing development while encouraging additional opportunities for redevelopment and reinvestment.
6. *Subdistrict F.* Subdistrict F, generally located along Grant Avenue at Delmar Street and Loren Street and along Catalpa Street west of Grant Avenue, is intended to accommodate higher density development to support the adjacent neighborhood retail nodes.
7. The only area of the city that is affected by the proposed text amendment for Subdistrict F will be south of Grand along Grant Avenue and along Catalpa Street west of Grant Avenue. The proposed text amendments will allow more flexibility in development choices and the property to develop into a community center with a minimum building height of 35 feet.

DEVELOPMENT REVIEW STAFF REPORT

8. The current GAP Subdistrict F bulk standards require a minimum building height of 3 stories. The applicant is proposing a 2 story building with a gymnasium; however, the height of the building at 35 feet will have the same scale and massing as a 3 story building.
9. Before an amendment shall be approved by ordinance, the Planning and Zoning Commission shall have first had a public hearing regarding the proposed amendment and made an official report to the City Council regarding the Planning and Zoning Commission's recommendation regarding said amendment. Once the Planning and Zoning Commission has made its official report, any further review by the Planning and Zoning Commission shall not be required unless City Council elects to refer a matter back to the Planning and Zoning Commission for further review.
10. The Growth and Development Advisory Committee (GDAC), Downtown Springfield Association (DSA), Commercial Club and all Registered Neighborhood Associations were notified of this amendment and public hearing dates for comment.
11. The proposed text amendment is consistent with the Springfield Comprehensive Plan because the community center nonprofit use is consistent with the need to generate activity and support the adjacent multi-family development and surrounding residential neighborhood. It will also provide activity to the adjacent park, greenways and open space to the south and support the nearby school with additional activities and services.
12. The proposed Boys and Girls Club facility will need to meet the design requirements prescribed in the Mixed Residential and Mixed Use placetype by orientating the building to the street and focusing on pedestrian scale. Parking will be located behind or beside the building. Multi-story buildings designed with active ground floor spaces are visible and inviting to the pedestrian with transparent, glass windows and doors.

STAFF RECOMMENDATION:

1. Staff recommends approval of the text amendment based on its consistency with the *Comprehensive Plan*.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the text amendment.
2. Recommend a change in the text amendment.
3. Recommend a change in the text amendment together with recommendations which, in the judgment of the planning and zoning commission, will ensure that the proposed amendment is consistent with the purpose and intent of this article.

DEVELOPMENT REVIEW STAFF REPORT

PROPOSED AMENDMENT:

Attachment 1

Note: Language to be added is underlined and existing language is black.

Sec. 36-487. Bulk standards.

Table 36-487. Bulk standards address the requirements applicable to development of a lot per subdistrict.

Table 36-487 GAP District Bulk Standards						
Standard	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Lot Standards						
Lot Area	n/a	n/a	n/a	n/a	n/a	n/a
Lot Width	n/a	n/a	n/a	n/a	n/a	n/a
Yard Setbacks (Figures 1 and 2)						
Front, minimum (ft)	0	15 ¹	0	15	10	15
Front, maximum (ft)	10 ³	25 ¹	10	25	20	25
Exterior Side, minimum (ft)	0	15 ¹	0	15	10	15
Exterior Side, maximum (ft)	10 ³	25 ¹	10	25	20	25
Interior Side, minimum (ft)	6 ²	6 ²	6 ²	6 ²	6 ²	6 ²
Rear, minimum (ft)	n/a	n/a	n/a	n/a	n/a	n/a
Building Standards						
Height, minimum (stories <u>or ft</u>)	2 ³	2 ³	2	2	3	3 <u>or 35 ft</u>
Height, maximum (stories)	n/a	4	3	3	4	4
Notes						
1. The setback of new development shall align with the setback of existing development in the subdistrict that is closest to the public right-of-way.						
2. If party-wall exists, 0' minimum shall be permitted.						
3. Expansion or enlargement of structures existing at the time of the adoption of this ordinance [G.O. 6684] shall be exempt from this requirement.						

Sec. 36-488. Permitted and conditional uses.

The following key is to be used in the interpretation of table 36-488, permitted and conditional uses below.

- (1) *Permitted uses.* Uses which are marked as "P" in the table shall be allowed subject to all applicable regulations of this article.
- (2) *Conditional uses.* Uses which are marked as "C" in the table shall be allowed upon the approval of a conditional use permit as detailed in section 36-363.
- (3) *Prohibited uses.* A blank space in the table indicates that a use type is not allowed in the respective subdistrict.
- (4) *Uses not listed.* If a proposed use is not listed in the tables, the administrative review committee shall determine if the use is substantially similar to a use listed in the tables. If it is, they shall treat the use in the same manner as the substantially similar use. If not, the use shall be regarded as prohibited.

DEVELOPMENT REVIEW STAFF REPORT

- (5) *Conversions.* Structures existing at the time of the adoption of this ordinance [G.O. 6684] in subdistricts A, B, and/or C may be converted to any use permit in that subdistrict.
- (6) *Additional regulation.* If uses have use specific standards they are referenced in this column. Use specific standards shall apply to permitted and conditional uses. Where use specific standards conflict with district specific standards, the district specific standards shall be followed.

Table 36-488. GAP District Permitted and Conditional Uses							
Use	Additional Regulation	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Residential Uses							
Dwelling, Live Work	36-489(1)		P	P	P		
Dwelling, Multifamily, stand-alone fronting Grant Avenue		C	C	C	P		P
Dwelling, Multifamily, stand-alone not fronting Grant Avenue		P	P	P	P	P	P
Dwelling, Multifamily as a part of mixed use	36-489(2)	P	P	P		P	P
Dwelling, Multifamily conversion	36-489(3)		P	P	P		
Dwelling, Single-Family Semi-detached			P	P	P		
Dwelling, Single-Family Detached existing	36-489(4)		P	P	P		
Dwelling, Single-Family Detached new development				C	P		
Group Home		P	P	P	P	P	P
Lodging Uses							
Bed and Breakfast	36-489(5)		P	P	P		
Hotel	36-489(6)	P	P	P		C	C
Short-Term Rental Type 1	36-473				P		
Short-Term Rental Type 2	36-473				P		
Short-Term Rental Type 3	36-473	P	P	P		P	P
Commercial Retail and Entertainment Uses							
Adult Oriented Uses							
Entertainment Oriented Use Group, less than 10,000 sq. ft.		P	P	P		P	
Entertainment Oriented Use Group, greater than 10,000 sq. ft.		C	C				
General Retail Use Group, less than 10,000 sq. ft.		P	P	P		P	P
General Retail Use Group, greater than 10,000 sq. ft.		C	C				
Medical Marijuana Dispensary Facility	36-474	P	P	P		P	P
Package Liquor							
Pawn Shop							
Commercial Service and Office Uses							
Community Centers, nonprofit							P
Daycare				P			
Personal Service Use Group, less than 10,000 sq. ft.		P	P	P		P	P
Personal Service Use Group, greater than 10,000 sq. ft.		C	C				
Medical/Dental Office		P	P	P		P	P
General Office		P	P	P		P	P
General Office, above ground floor as a part of mixed use		P	P	P		P	
General Office, conversion	36-489(7)	P	P	P	P	P	P
Title Loan/Short Term Lending							
Eating and Drinking Uses							
Restaurant/Bar/Brewpub		P	P	P		P	P
Restaurant, drive-thru							
Vehicle Oriented Uses							
Autobody Repair/Service Station							
Car Sales/Rental							
Car Wash							
Gas Station							
Commercial Off-Street Parking Lots	36-489(8)	P					
Commercial Off-Street Parking Structures above ground floor as a part of mixed use		P					

DEVELOPMENT REVIEW STAFF REPORT

Industrial Uses							
Artisan Manufacturing	36-489(9)	P	P	P		P	P
Brewery/Winery/Distillery		P					
Medical Marijuana Cultivation Facility	36-474	P					
Medical Marijuana Infused Product Manufacturing Type 2 Post Extraction Facility	36-474	P					
Medical Marijuana Testing Facilities	36-474	P					
Personal Storage							
Accessory Uses							
Accessory Structures and Uses	36-450	P	P	P	P	P	P
Home Occupations		P	P	P	P	P	P
Outdoor Display/Sale of Merchandise, Permanent							
Outdoor Storage							
Solar Energy Collection System, canopy	36-489(10)	P	P	P	P	P	P
Solar Energy Collection System, roof	36-489(11)	P	P	P	P	P	P
Temporary Uses							
Farm Stand	36-489(12)				P		
Farmers Market		P	P	P		P	P
Food Truck		P	P	P		P	P
Outdoor Display/Sale of Merchandise, Temporary		P	P	P		P	P
Seasonal Sales		P	P	P		P	P

Neal, Daniel

Subject: Comments Requested - Proposed Text Amendment to P&Z and CC

From: Lauren Mustoe <lmustoe@springfieldchamber.com>
Sent: Friday, May 5, 2023 10:07 AM
To: Neal, Daniel <dneal@springfieldmo.gov>
Subject: RE: Comments Requested - Proposed Text Amendment to P&Z and CC

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Hi Daniel-

I wanted to pass on one piece of feedback I received, included below:

My only comment would be that the overall notion of setting a minimum or maximum height in stories, rather than in both stories AND height (as this revision does for the minimum height in feet of Subdistrict F), leaves that section open to some overly creative solutions.

An example that wouldn't technically break Section 36-487

For any sub districts--creating a building with 20' stories, and allowing a mezzanine in each. This could effectively allow what would operate as an 8 story building in a subdistrict only allowing 4 stories. But more interestingly, you could have a 80' building. Where I would assume the original intent of the language would be to create stories of 10' floor-to-floor, and 40'-50' buildings max. Obviously this is a bit of an absurd example but it illustrates the potential problem.

Thanks,
Lauren



Lauren Mustoe
Manager, Governmental Affairs
Springfield Area Chamber of Commerce
Direct line: 417.450.6774
o 417.862.5567 | c 573.645.4915
www.springfieldchamber.com



EXPLANATION TO COUNCIL BILL 2023-132 (JENSON)

FILED: 05/17/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: 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 9.2 acres of private property generally located at 3444 West Sunshine Street and 3503 West Washita Street, and approximately 0.14 acre of Greene County right-of-way generally located at 1900 South Farm Road 133 (Moore Road), and referenced as Annexation A-2-2023, into the City of Springfield.(Staff recommends approval.) (By: Donald L. & Patricia L McCurry Trust, Greene County (public ROW).); 3444 W. Sunshine Street, 3503 W. Washita Street and 1900 S. Farm Road 133 (Moore Rd.); A-2-2023.)

PURPOSE: To adopt an ordinance to annex approximately 9.2 acres of private property generally located at 3444 West Sunshine Street and 3503 West Washita Street and approximately 0.14 acre of Greene County right-of-way generally located at 1900 South Farm Road 133 (Moore Road) into the City of Springfield as Annexation A-2-2023. (Staff recommends approval.)

BACKGROUND INFORMATION: The owner(s) of the private property generally located at 3444 W. Sunshine Street and 3503 W. Washita Street are requesting annexation into the City of Springfield. The owner(s) of the private property have signed a petition to request annexation of approximately 9.2 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 proposed annexation includes approximately 0.14 acre of public right-of-way along Farm Road 133 (Moore Road). Greene County Highway Department has provided a voluntary annexation petition and support the request. 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 retail and shopping center 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 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 Forward SGF Comprehensive Plan supports this annexation request.
4. The property owner(s) have petitioned the City for annexation.
5. All City services can be provided to the properties.
6. The City will receive property tax revenue upon annexation of the private property and sales tax if developed commercially.

Staff recommends the annexation of these properties.

Submitted By: Daniel Neal, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 5/22/2023

Attachments:

1. A-2-2023_ord
2. A-2-2023_exhA
3. A-2-2023_exhB

One-rdg. _____
P. Hrngs. X
Pgs. 19
Filed: 05-30-23

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-132

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1
2 of the Springfield City Code, 'Boundaries of wards, precincts and
3 council zones,' for the purpose of annexing approximately 9.2 acres of
4 private property generally located at 3444 West Sunshine Street and
5 3503 West Washita Street and approximately 0.14 acre of Greene
6 County right-of-way generally located at 1900 South Farm Road 133
7 (Moore Road), and referenced as Annexation A-2-2023, into the City of
8 Springfield. (Staff recommends approval.)
9 _____
10

11 WHEREAS, a verified petition requesting annexation was filed by the owners of
12 all fee interest of record in all tracts of real property located within the area proposed to
13 be annexed, as described in "Exhibit A," said area being generally located at 3444 West
14 Sunshine Street and 3503 West Washita Street; and
15

16 WHEREAS, Greene County has executed a written petition for the City to annex
17 approximately 0.14 acre of Greene County right-of-way, said area being generally
18 located at 1900 South Farm Road 133 (Moore Road); and
19

20 WHEREAS, said petitions were presented to City Council more than fourteen,
21 but less than sixty days, prior to the public hearing thereon; and
22

23 WHEREAS, proper notice was published at least seven days prior to the public
24 hearing; and
25

26 WHEREAS, City Council does find and determine that: (1) said annexation is
27 reasonable and necessary to the proper development of the City; (2) the City is able to
28 furnish normal municipal services to the area annexed herein within a reasonable time
29 after annexation; and (3) the area annexed herein is contiguous and compact to the
30 existing corporate boundaries of the City.
31

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

35 Section 1 – City Council, after holding a public hearing, hereby determines that
36 annexation of the property described in "Exhibit A," which is attached hereto and
37 incorporated herein by this reference, is reasonable and necessary to the proper
38 development of the City, the City has the ability to furnish normal municipal services to
39 the area annexed within a reasonable time, and the area is contiguous and compact to
40 the existing boundaries of the City as shown in "Exhibit B," which is attached hereto and
41 incorporated herein by this reference.

42
43 Section 2 – Pursuant to the provisions of Section 71.012 RSMo., the property
44 described in "Exhibit A," is hereby annexed into the City of Springfield, Missouri.

45
46 Section 3 – Section 1-9 of the Springfield City Code, 'City Limits,' is hereby
47 amended by adding thereto the land described in "Exhibit A."

48
49 Section 4 – Section 46-1 of the Springfield City Code, 'Boundaries of wards,
50 precincts and council zones,' is hereby amended by placing the property described in
51 "Exhibit A" into the appropriate ward and precinct as determined by the County Clerk in
52 accordance with the provisions of State law.

53
54 Section 5 – The City Clerk is directed to: (1) file certified copies of this
55 Annexation Ordinance with the Clerk of Greene County; (2) file certified copies of this
56 Annexation Ordinance with the Assessor of Greene County; and (3) forward to the
57 Missouri Director of Revenue, by certified mail, certified copies of this Ordinance, and
58 any other information that the Director of Revenue may require. The City Clerk is further
59 authorized and empowered to perform any other administrative acts which are
60 consistent with the intent of this Ordinance.

61
62 Section 6 – This Ordinance shall be in full force and effect from and after
63 passage.

64
65 Passed at meeting: _____

66
67
68 _____
69 Mayor

70 Attest: _____, City Clerk

71
72 Filed as Ordinance: _____

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

76
77
78 Approved for Council action: Jason A. Hays, City Manager

EXHIBIT A

LEGAL DESCRIPTION
ANNEXATION A-2-2023

Surveyed Property Description for Parcel ID 1333210002

Part of the NW 1/4 of the NW 1/4 of Section 33, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northwest Corner of said NW 1/4 of the NW 1/4; thence South 88° 43'00" East 226.63 feet along the North line of said Section 33; thence leaving the North line of said Section 33, South 1°17'00" West 83.14 feet to the Point of Beginning, on the South Right of Way line at Station 467+64.31 with an Offset Right of 54 feet from the centerline for W. Sunshine St., as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence continuing along W. Sunshine St. South Right of Way as shown on Final Plans, Route 60 Federal Aid Project Number FAC85-AID, Sheet 8, South 88°38'20" East 441.69 feet; thence leaving said W. Sunshine St. South Right of Way line as show on said Final Plans, South 2° 03'31" West 585.22 feet; thence North 88°40'02" West 668.16 feet to a found iron pin on the West line of said Section 33; thence North 0°32'16" East 242.67 feet along the West line of said Section 33 to a point on the Easterly Right of Way line for said W. Bypass; thence North 5°50'18" East 211.33 feet along said W. Bypass Easterly Right of Way line to a point at Station 1+84.30 with an Offset of 115 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way line, North 41°25'00" East 129.65 feet to a point on W Sunshine St. South Right of Way line at Station 466+28.1630 with an Offset of 86.95 feet to the right from centerline for W. Sunshine St. as described in said General Warranty Deed; thence continuing along W. Sunshine St. South Right of Way line, North 81 °51'53" East 139.05 feet to Station 467 +65.31 with an Offset of 64.00 feet to the right from the centerline for W. Sunshine St. as described in said General Warranty Deed; thence continuing along W. Sunshine St. South Right of Way line as described in said General Warranty Deed, North 1°21'40" East 10.00 feet to the Point of Beginning. Contains 381,397 square feet or 8.756 acres of land, more or less.

Surveyed Property Description for Parcel ID 1332100113

All of Lot 64, Plat for Marlborough Manor 17th Addition, Recorded in Book AAA, Page 547 and Part of the NE 1/4 of the NE 1/4 of Section 32, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northeast Corner of said NE 1/4 of the NE 1/4 of Section 32; thence South 2°45'07" West 425.83 feet along the East line of said Section 32 to the Point of Beginning on the Easterly Right of Way line for W. Bypass as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence continuing along the East line of said Section 32, South 0°32'16" West 242.67 feet to a found iron pin; thence continuing along the East line of said Section 32, South 1°14'19" West 162.89 feet to a found iron pin at the Northwest corner of Lot 17, Final Plat, Windchime Subdivision, Recorded August 15, 1986 in Book JJ, Page 68; thence continuing along the East line of said Section 32, South 3°44'20" West 146.38 feet to a

found iron at the Southwest corner of said Lot 17 and Southeast corner of said Lot 64; thence leaving the East line of said Section 32, North 88°50'45" West 79.75 feet along the South line of said Lot 64 to a point on the said W. Bypass Easterly Right of Way line; thence along the said W. Bypass Easterly Right of Way, around a curve to the left having a radius of 1363.24 feet, an arc length of 267.93 feet, a chord bearing of North 13°33'59" East and a Chord distance of 267.50 feet to a point at Station 6+77.65 with an Offset of 90 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way, North 6°25'39" East 259.25 feet to a point at Station 4+27.65 with an Offset of 100 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way line, North 5°50'18" East 32.48 feet to the Point of Beginning. Contains 17,644 square feet or 0.405 acres of land, more or less.

S. Moore Rd (FR 133) area of Annexation Description:

Part of the NW 1/4 of the NW 1/4 of Section 33, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

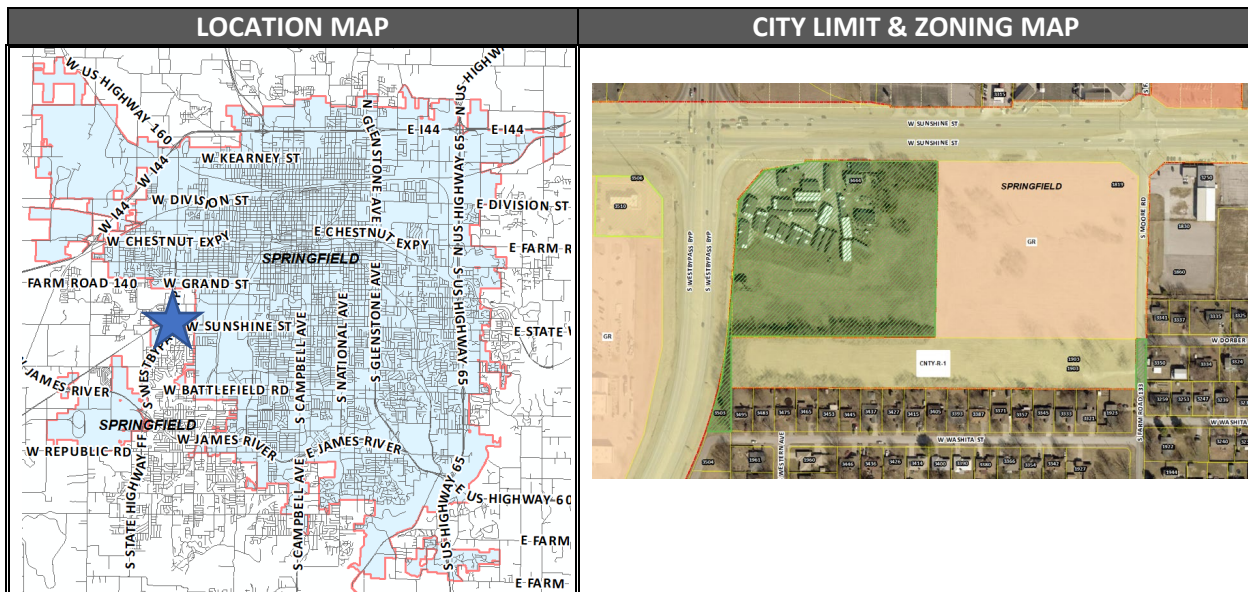
Commencing at the Northwest Corner of said NW 1/4 of the NW 1/4; thence South 88°43'00" East 226.63 feet along the North line of said Section 33; thence leaving the North line of said Section 33, South 1°17'00" West 83.14 feet to a point on the South Right of Way line at Station 467+64.31 with an Offset Right of 54 feet from the centerline for W. Sunshine St., as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence continuing along W. Sunshine St. South Right of Way as shown on Final Plans, Route 60 Federal Aid Project Number FAC85-AID, Sheet 8, South 88°38'20" East 1034.69 feet; thence continue along W. Sunshine St. South Right of Way line as shown on said Final Plans, South 48°21'33" East 77.34 feet to Station 478+59 with an Offset of 165 feet to the right from the centerline, for W. Sunshine St. as shown on said Final Plans; thence leaving said W. Sunshine St. South Right of Way line, South 2°06'29" West 534.91 feet along the Westerly Right of Way line for S. Moore Road to a found iron pin to the Point of Beginning; thence South 88°40'02" East 34.85 feet to a point of the Easterly Right of Way line for S. Moore Road; thence South 2°11'54" West 167.09 feet along the Easterly Right of Way line for S. Moore Road; thence North 87°48'06" West 37.68 feet to a found 1/2" iron pipe on the Westerly Right of Way line for S. Moore Road; thence along the Westerly Right of Way line for S. Moore Road North 3°10'30" East 166.51 feet to the Point of Beginning. Contains 6,049 square feet or 0.139 acres of land, more or less.

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	A-2-2023
Location:	3444 W. Sunshine Street, 3503 W. Washita Street and 1900 block S. Farm Road 133 (Moore Rd.)
Total Acres:	9.3 acres
Applicant:	Donald L. & Patricia L McCurry Trust, Greene County (public ROW)
Existing Land Use:	Manufactured home sales, Farm Road 133 ROW (Moore Rd.) and undeveloped residential lot
City Council:	June 5, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Daniel Neal, Senior Planner
Staff recommendation:	Staff recommends approval

PROJECT SUMMARY:

Request to annex approximately 9.2 acres of private property generally located at 3444 West Sunshine Street and 3503 West Washita Street and approximately 0.14 acre of Greene County right-of-way generally located at 1900 South Farm Road 133 (Moore Road) into the City of Springfield.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject properties are currently outside the city limits in unincorporated Greene County. The subject properties are zoned Greene County C-2, General Commercial District, PAD 1901 and the Farm Road 133 right-of-way is not zoned. The annexation is being processed concurrently with rezonings of the private property and will have a public hearing at the same City Council meeting.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The subject property is in the Priority One strategic annexation area of Chapter 6, Growth Areas and Annexation, of the Forward SGF Comprehensive Plan. The Plan indicates that the City should prioritize short-term and long-term areas for future annexation. While not every property identified in Priority One and Two areas can or should be annexed immediately, each represent areas where opportunities for economic and job growth are promising due to varying combinations of available infrastructure, city services, proximity to major transportation corridors, and advantageous land patterns and Priority Three areas include largely residential subdivisions and undeveloped tracts appropriate for future residential growth. As outlined above, some of these areas offer advantages over others, such as shorter response times for emergency services and lower utility costs and taxes. Short-term annexation areas target business development and job growth, while long-term annexation areas are primarily focused on residential growth.

Priority One areas represent short-term growth areas. These growth areas are primarily located on the western and southwestern sides of the City in the vicinity of the Springfield-Branson National Airport, Interstate 44, West Sunshine Corridor, and James River Freeway.

Annexation Considerations

The following strategies will help to further guide the prioritization of annexations:

1. The City should prioritize annexation of City, City Utilities, Park Board, and Ozark Greenways-owned properties.
2. The City should prioritize annexation of properties with an "Irrevocable Petition and Consent to Annexation Agreement" that are revenue-generating and located along major corridors and areas of potential economic activity.
3. The City should evaluate annexation proposals on a property-by-property or case-by-case basis but work to coordinate annexation of multiple properties simultaneously, when possible, to maximize the time and cost efficiency involved in processing.
4. The City should engage with area Fire Protection Districts in evaluation of potential impact resulting from annexation of property by the City.
5. The City should be conscious of impractical boundary configurations created when annexing properties on only one side of a street, skipping over properties, or creating islands of unincorporated properties.
6. The City should weigh the anticipated impact of annexation on the ability to provide timely and professional emergency services, including personal requirements, capital

DEVELOPMENT REVIEW STAFF REPORT

requirements, necessary and available infrastructure, call volume, and standards of cover.

7. The City should evaluate the age and condition of existing infrastructure in areas desired for annexation, as well as future maintenance costs.
8. The City should weigh the comprehensive advantages of both long-term revenue growth and population growth, including a variety of demographic considerations associated with providing services to new residents and property owners.
9. The City should weigh the fiscal impacts of annexation against the opportunity to grow the population base, increase resident participation in city elections, tax referendums, and expand the reach of citizens to serve on city advisory boards and committees.
10. The City should weigh the strategic value of incorporating geographic areas that facilitate growth in new areas.

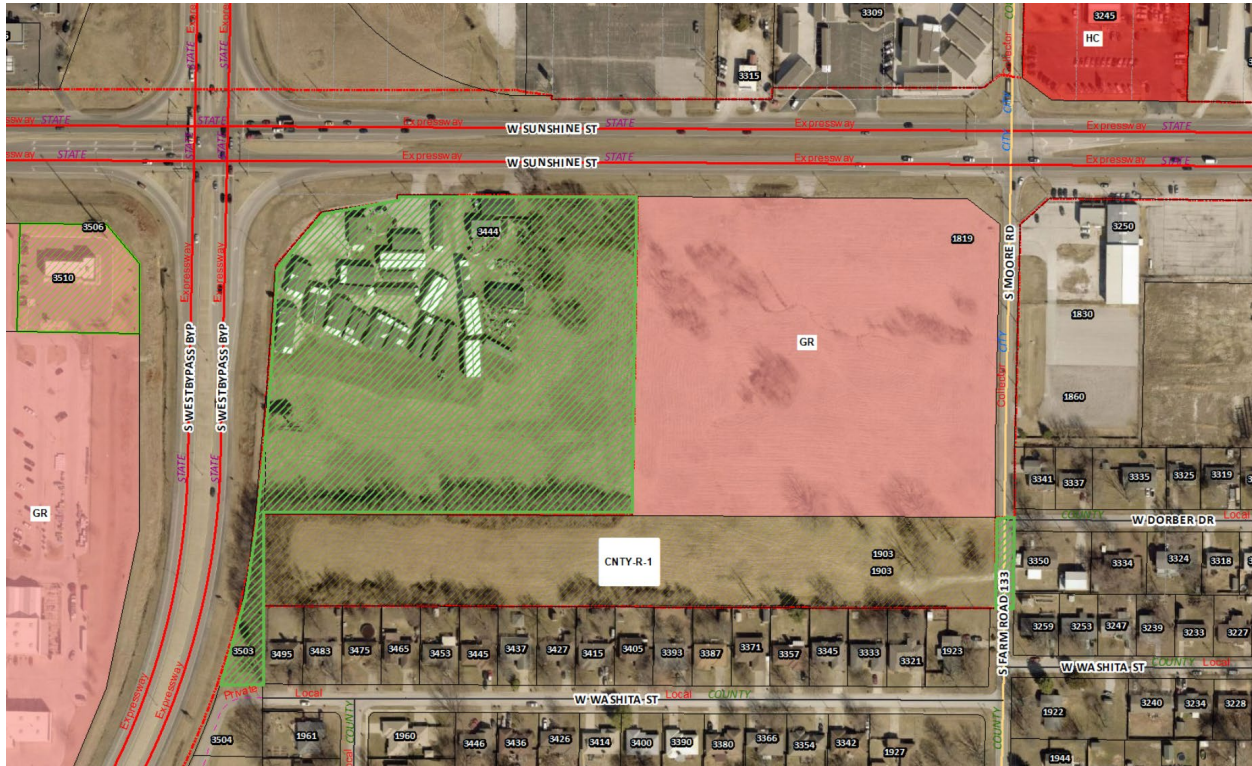
The properties involved in this annexation request were included within the City Corridor Placetype during the formation of the new *Comprehensive Plan* (see the Future Placetype Map on page 7), except for 3503 W. Washita Street, which was placed within the Traditional Neighborhood Placetype (only the north portion of the W. Washita Street property is included within this annexation request in order to provide access to West Bypass).

The City Corridor Placetype is characterized by commercial and service-related development ranging in scale from standalone businesses to large retail centers, with opportunities for high-density multifamily projects reliant on proximity to retail, commercial services, and employment centers when located along major roadways containing high traffic volumes. Because the applicant is proposing to rezone this property for commercial use, the annexation and subsequent rezoning meet the intent of the City Corridor Placetype.

Page 319 of 917

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	Greene County C-2	Greene County R-1	Greene County C-2 & R-1	GR
LAND USE	Retail sales, used automotive sales, and manufactured home sales	Single-family detached dwellings	Automotive rentals and leasing, single-family detached dwellings	Retail sales, automotive service garage
PLACETYPES	City Corridor	Traditional Neighborhood	City Corridor, Traditional Neighborhood	City Corridor

DEPARTMENT COMMENTS:

- DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No comments.

DEVELOPMENT REVIEW STAFF REPORT

2. CITY UTILITIES:
No issues with the proposed annexation.
3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:
No objections to the annexation; however, we have the following comments:
 - a. Both properties have access to public sewer.
 - b. The property is subject to a \$0.033 per square foot trunkline connection fee. This fee is based on the area of the property and will be added to the sewer permit fee when building permits are issued.
4. EMERGENCY 911:
No issues with proposed annexation.
5. GREENE COUNTY HIGHWAY DEPARTMENT:
The Greene County Highway Dept. supports the annexation of that portion of S. Moore Rd. contained within A-2-2023.
6. MODOT:
No comments on the proposed annexation. MoDOT will continue working with the City of Springfield and developer to address the traffic impacts of the proposed development at this location.
7. POLICE DEPARTMENT:
No issues with proposed annexation.
8. FIRE DEPARTMENT:

Service – The primary Fire Station responding to this area would be Station #8 located at 1405 S Scenic, which is approximately 1.2 miles from the northeast corner of the property. Fire Station #13 located at 1900 W College is the secondary station responding to this location, which is 3.5 miles from the northeast corner of the property.

ISO area – The majority of the property in the proposed annexation falls inside the recommended ISO 1.5 mile (ISO diamond) response distance for the 1st due unit. ***This will not impact our ISO rating.***

Response times/Standards of Cover – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 3 minutes, 56 seconds. The 2nd due company has an estimated total response time of 7 minutes. It is likely the standard of coverage benchmark would 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 11 minutes and 24 seconds. ***The department expects that***

DEVELOPMENT REVIEW STAFF REPORT

it will meet the initial unit and ERF benchmarks. This will not negatively impact our accreditation.

		Estimated Total Response Time	Benchmark*	Baseline**
1 st Due Company	Station 8	3-4 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Station 8,13,6,9,1	8-9 minutes	10 minutes 20 seconds	13 minutes 18 seconds

Water Supply – Currently there is a 12” -16” CU water main along the north side and an 8” CU water main on the east side of the property available to service the proposed area to be annexed. *Additional infrastructure consistent with the needs of the development and sufficient to meet the requirements for fire suppression water supply and the requirements of the Fire Code would be required.*

Impact – Retail developments typically do not result in a large number of emergency responses. *The Fire Department does not have any concerns with the operational impact to the department or the City of Springfield.*

Fire Department Recommendation: *Upon review, the Fire Department is supportive of this request for annexation.*

9. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

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

Public Works – 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:

- 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

DEVELOPMENT REVIEW STAFF REPORT

additional impervious is minimal then a fee in lieu of detention may be allowed per the Director of Public Works.

- i. Detention is required for the proposed annexation at the time of development. The site drains to W. Sunshine Street and has downstream-adjacent properties that could be affected by the runoff from site.

Water Quality Requirements:

- a. 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 one acre or greater. Including projects less than one acre that are part of a larger common plan of development or sale that will disturb one or more acres of the life of the project. Chapter 10 Sec. 2.0.
 - i. Water Quality will be required at the time of development.

Stream Buffer Requirements:

- a. Stream buffers consisting of the stream and approved buffer zones shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat in accordance with City Code Sec. 36-253 or recorded in a stream buffer easement. Alternatively, stream buffers may be dedicated to the city with the City's acceptance. The owner of a stream buffer area may also wish to pursue a conservation easement, which may provide tax benefits. In accordance with Chapter 12, Section 3.1, stream buffers in new subdivision shall be located within a Common Area that is owned and maintained by a property owners association. Stream Buffer Areas designated on a plat shall be accompanied by the following plat note:

"Stream Buffer Areas are dedicated for the protection of stormwater runoff quality, stream preservation, and flood control. The property owner may fully use and enjoy the land within the Stream Buffer Area provided that such use is in accordance with Chapter 96 of the Springfield City Code, as amended, and the Flood Control and Water Quality Protection Manual, as amended. Maintenance, repair, and restoration, if necessary, of the Stream Buffer Area is the responsibility of the property owner and shall be conducted in accordance with the Flood Control and Water Quality Protection Manual."

- b. The stream on site is a tributary of Wilsons Creek and is categorized as a Class D – Small Tributary. The stream buffer will need to be recorded in a stream buffer easement at the time of development or platting. PW – Stormwater is agreeable to the stream being modified at the time of development through a public improvement project. The stream modification will need to be approved by PW – Stormwater before any excavating of the stream is conducted.

Additional Stormwater Standards to be met:

- a. 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.

DEVELOPMENT REVIEW STAFF REPORT

- b. As-builts of the detention and water quality improvements are required. We would like the following as-built notes on the plans:
 - i. 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 measures.
- c. 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.
- d. 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.
 - i. Existing gravel surfaces meeting the above definition are eligible for 50% credit.

10. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

Street Classification, Right-Of-Way, and Jurisdiction:

City's Transportation Plan classifies W. Sunshine Street and S. West Bypass as Expressway roadways, and S. Moore Road as a Collector roadway. The standard right-of-way width from the centerline of W. Sunshine Street and S. West Bypass is 65 feet. It appears that no additional right-of-way is needed along either street. The standard right-of-way width from the centerline of S. Moore Road is 30 feet. It appears that additional right-of-way is needed along this street. A survey is recommended to determine the exact amount of existing right-of-way. W. Sunshine Street and S. West Bypass are state-maintained streets, and S. Moore Road is a city-maintained street.

Traffic Counts & On-Street Parking:

The most recent traffic count for W. Sunshine Street is 29,680 vehicles per day, 29,860 vehicles per day for S. West Bypass, and 3,470 vehicles per day for S. Moore Road. On-street parking is not allowed along W. Sunshine Street, S. West Bypass, or S. Moore Road.

Driveway Access:

There are five existing driveway access points onto the property from W. Sunshine Street, one existing driveway access point from S. Moore Road, and zero existing driveway access points from S. West Bypass. Access to this property will be allowed based on the accepted Traffic Impact Study for this development.

Sidewalk:

There are no existing sidewalks along the property frontage of W. Sunshine Street, S. West Bypass, or S. Moore Road.

DEVELOPMENT REVIEW STAFF REPORT

Trails, Bus Stops, and Additional Information:

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There is one bus stop along W. Sunshine Street near this property. There are no bus stops along S. West Bypass and S. Moore Road near this property.

Improvements:

A Traffic Impact Study (TIS) was completed for this development. Based on the TIS, the following improvements are required, as reflected in the Conditional Overlay District No. 225 provisions in Attachment 1:

- Access P1 (West Bypass): Shall construct a right-in/right-out only access with a designated northbound right-turn lane.
- Access P2 (Sunshine Street): Shall construct a right-in/right-out only access with a designated eastbound right-turn lane.
- Access P3 (Moore Road): Shall construct a full access with a designated eastbound left-turn lane.
- Sunshine Street and Moore Road: Shall construct a designated northbound left-turn lane, a designated southbound left-turn lane, and extend the westbound left-turn lane to meet the minimum storage length requirements.
- Any change in use that creates an increase in total trip generation as presented in this traffic impact assessment of more than 500 trips daily and/or 50 trips in the peak hour will require a modified traffic impact assessment.

Traffic – Table 1: Rezoning Details

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Sunshine Street	Expressway	No	90	65
Street 2	S. West Bypass	Expressway	No	100	65
Street 3	S. Moore Road	Collector	No	20	30

STAFF ANALYSIS AND RECOMMENDATION:

- The applicant, Donald and Patricia McCurry Trust, has petitioned for the City of Springfield to annex approximately 9.2 acres of private property generally located at 3444 West Sunshine Street and 3503 West Washita Street and 0.14 acres of Greene County right-of-way at 1900 South Farm Road 133 (Moore Road) into the City. The applicant is concurrently processing a rezoning request to rezone the annexed property to the City's HC, Highway commercial district, with the intent to construct a large retail center. There is also a small piece of property that will be rezoned to R-SF along Washita Street.

DEVELOPMENT REVIEW STAFF REPORT

2. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because it meets the objective that strategic and continual reinvestment in the City's urbanized area is essential to support and accommodate a growing population. It is equally essential to support growth in emerging markets along the City's edges where economic momentum can help create new jobs and increase commerce. The proposed annexation is on the western edge of the City, where new development is occurring, therefore meets those objectives.
3. Based on the subject property's location in the Priority One strategic annexation area of Chapter 6, Growth Areas and Annexation, of the Forward SGF Comprehensive Plan, staff supports this request.
4. The proposed commercial rezoning, that is concurrently being processed with the annexation, is also in general alignment with the goals of the *Comprehensive Plan*, which designates the project area as part of the City Corridor Placetype. This Placetype is predominately comprised of commercial- and service-oriented uses along major roadways and encourages high-density multifamily uses when located near the retail, commercial services, and employment centers they rely on. The intent of the HC, Highway commercial district, and City Corridor Placetype are very similar, both relying on business from the motoring public traveling along major corridors throughout the city.
5. There are adequate utility and sewer and water facilities existing or that can be provided to serve the uses that would be permitted if the property was rezoned. Per the reviews provided by City Utilities and Environmental Services – Wastewater Management, there are no critical issues pertaining to the provisioning of their services to this property. Wastewater Management notes that public sewer will be available to all proposed tracts of the future preliminary plat associated with this development, and that certain sanitary sewer trunkline and joint district fees must be paid during the building permit and public improvement plan phase of the project.
6. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
7. The area to be annexed is contiguous and compact to the City of Springfield and is bounded on three sides by the City of Springfield.
8. The City will receive property tax revenue upon annexation of the private property and sales tax revenue if developed commercially.

STAFF RECOMMENDATION:

1. Staff recommends approval of the annexation request based on its compatibility with the *Comprehensive Plan's* Annexation policies.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1 Annexation Schedule

ANNEXATION:

Initiate annexation	March 6, 2023
City Council public hearing.....	June 5, 2023
City Council second reading and vote	June 26, 2023



EXPLANATION TO COUNCIL BILL 2023-133 (JENSON)

FILED: 05/17/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 22.4 acres of property generally located at 3444 West Sunshine Street, 1819 South Moore Road, 1903 South Farm Road 133, and 3503 West Washita Street from Greene County C-2, General commercial district, Greene County R-1, Suburban residence district, Greene County Plot Assignment District No. 1901, and City of Springfield GR, General retail district, to HC, Highway commercial district, with Conditional Overlay District No. 225; establishing Conditional Overlay District No. 225; and adopting an updated Official Zoning Map. (Staff and the Planning and Zoning Commission recommend approval.) (By: Donald L. & Patricia L. McCurry Trust, South Creek Development Corp., & Sunshine Crossing, LLC.; 3444 W. Sunshine Street, 1819 S. Moore Road, 1903 S. Farm Road 133, and 3503 W. Washita Street; Z-4-2023 w/COD #225.))

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 22.4 acres of property generally located at 3444 W. Sunshine Street, 1819 S. Moore Road, 1903 S. Farm Road 133, and 3503 W. Washita Street from the Greene County C-2, General commercial district, Greene County R-1, Suburban residence district, Greene County Plot Assignment District No. 1901, and City of Springfield GR, General retail district to the HC, Highway commercial district and establishing Conditional Overlay District No. 225.

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-4-2023 W/ COD No. 225

The applicant has requested to rezone this area of land in conjunction with a request to annex several of the involved properties and include them in the Preliminary Plat of Sunshine Towne Center. The HC, Highway commercial district is one of the City's most prolific commercial districts as it permits a wide range of nonresidential uses of varying intensity, including certain outdoor activities. Though this district is in general alignment with the subject area's designated placetype, City Corridor, staff worked with the applicant to identify those land uses which they would be comfortable prohibiting to reduce the conflict between the proposal area and the existing single-family residential neighborhood to the east and south. The proposed Conditional Overlay District No. 225 outlines those uses to be prohibited throughout the entirety of the proposal area; further use limitations were applied to the eastern half of the proposal area due to the residential land use across the public right-of-way of S. Moore Road/S. Farm Road 133.

Lastly, Conditional Overlay District No. 225 outlines those public improvements required to be constructed as prescribed by a Traffic Impact Study submitted and approved by City staff.

REMARKS: The Planning and Zoning Commission held a public hearing on May 11, 2023, and recommended to approve, by a vote of 8 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 applicant has requested to rezone an area of land located southeast of the intersection of W. Sunshine Street and West Bypass from the Greene County C-2, R-1, and PAD No. 1901 districts and the City of Springfield's GR, General retail district, to the City of Springfield's HC, Highway commercial district, with the intent to construct a large retail center.
2. Based on the project site's proximity to two major roadways and significant land area, staff has determined that the HC district is an appropriate zoning designation at this location. The HC district is intended to provide for a wide variety of commercial- and service-oriented uses to the motoring public, relying heavily on-site visibility from public right-of-way. To better ensure that future development within this district meets the Comprehensive Plan's goal to spur quality development with attractive visual appeal, staff requested that the applicant also establish Conditional Overlay District No. 225 (Attachment 1). This Conditional Overlay District aims to limit the outdoor activities of future development within this district, specifically prohibiting certain uses that rely on a heavy outdoor presence and which are not appropriate at this key intersection and entrance into the City of Springfield.
3. The proposed rezoning is in general alignment with the goals of the Comprehensive Plan, which designates the project area as part of the City Corridor Placetype. This Placetype is predominately comprised of commercial- and service-oriented uses along major roadways and encourages high-density multifamily uses when located near the retail, commercial services, and employment centers they rely on. The intent of the HC, Highway commercial district, and City Corridor Placetype are very similar, both relying on business from the motoring public traveling along major corridors throughout the city.
4. There are changing conditions in the area affected that make the proposed rezoning necessary. The applicant has submitted applications to annex the various parcels of land included in this rezoning application into the City of Springfield, requiring that such properties be provided a Springfield zoning designation at this time.
5. The range of uses in the proposed HC, Highway commercial district and Conditional Overlay District No. 225 are compatible with the uses permitted on other property in the

immediate vicinity. Of those properties which front W. Sunshine Street or West Bypass in the vicinity surrounding this rezoning, all are zoned Highway commercial district or General retail district, both of which allow for the broad development of commercial, personal service, or office facilities. Though the subject area also abuts County property located within the Traditional Neighborhood Placetype, the applicant has proposed a Bufferyard F, in excess of the minimum width required by Section 36-482, Landscaping and bufferyards, along the south property line of the future commercial development (Attachment 3) to protect this existing single-family neighborhood from future non-residential activity in the area.

6. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned. Per the reviews provided by City Utilities and Environmental Services – Wastewater Management, there are no critical issues pertaining to the provisioning of their services to this property. Wastewater Management notes that public sewer will be available on all proposed tracts of the future preliminary plat associated with this development, and that certain sanitary sewer trunkline and joint district fees must be paid during the building permit and public improvement plan phase of the project.

7. The impact of the uses, which would be permitted if the property were rezoned, will not significantly increase the volume of vehicular and pedestrian traffic, or reduce traffic safety in the vicinity. Per their review above, Public Works – Traffic has not noted any critical concerns about the potential increase of traffic volume, or the safety of traffic in the area, as a result of the proposed rezoning.

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

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

Submitted By: Kyle McGinnis, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 5/26/2023

Attachments:

1. Z-4-2023 COD 225_ord
2. Z-4-2023 COD 225_exhA
3. Z-4-2023 COD 225_exhB
4. Z-4-2023 COD 225_exhC (1)

One-rdg. _____
P. Hrngs. X
Pgs. 29
Filed: 05-30-23

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-133

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 22.4 acres of property generally located at 3444 West Sunshine
4 Street, 1819 South Moore Road, 1903 South Farm Road 133, and
5 3503 West Washita Street from Greene County C-2, General
6 commercial district, Greene County R-1, Suburban residence
7 district, Greene County Plot Assignment District No. 1901, and City
8 of Springfield GR, General retail district, to HC, Highway
9 commercial district, with Conditional Overlay District No. 225;
10 establishing Conditional Overlay District No. 225; and adopting an
11 updated Official Zoning Map. (Staff and the Planning and Zoning
12 Commission recommend approval.)
13 _____
14

15 WHEREAS, an application has been filed for a zoning change of the property
16 generally located at 3444 West Sunshine Street, 1819 South Moore Road, 1903 South
17 Farm Road 133, and 3503 West Washita Street from Greene County C-2, General
18 commercial district, Greene County R-1, Suburban residence district, Greene County
19 Plot Assignment District No. 1901, and City of Springfield GR, General retail district, to
20 HC, Highway commercial district, with Conditional Overlay District No. 225; and
21

22 WHEREAS, Conditional Overlay District No. 225 shall modify the requirements of
23 the Springfield Land Development Code Section 36-422, HC, Highway commercial
24 district, by requiring that the property described in "Exhibit A" comply with the
25 requirements described in "Exhibit C – Attachment 1;" and
26

27 WHEREAS, following proper notice, the Planning and Zoning Commission held a
28 public hearing on March 9, 2023, a copy of the Record of Proceedings from said public
29 hearing being part of "Exhibit B," which is attached hereto and incorporated herein in its
30 entirety by this reference, and said Commission made its recommendation; and
31

32 WHEREAS, the City has reviewed the applicant's request and prepared a staff
33 report concerning the application, which is attached hereto and incorporated herein by

34 this reference as "Exhibit C;" and

35
36 WHEREAS, City Council, at its meeting on April 3, 2023, referred this application
37 back to the Planning and Zoning Commission to correct an error in the Conditional
38 Overlay Language; and

39
40 WHEREAS, the Planning and Zoning Commission held another public hearing on
41 May 11, 2023, a copy of the Record of Proceedings from said public hearing being part
42 of "Exhibit B," and said Commission made its recommendation; and

43
44 WHEREAS, proper notice was given of a public hearing before City Council, and
45 said hearing was held in accordance with the law.

46
47 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
48 SPRINGFIELD, MISSOURI, as follows, that:

49
50 Section 1 – The property described in "Exhibit A," which is attached hereto and
51 incorporated herein by this reference, is hereby rezoned from Greene County C-2,
52 General commercial district, Greene County R-1, Suburban residence district, Greene
53 County Plot Assignment District No. 1901, and City of Springfield GR, General retail
54 district, to HC, Highway commercial district, with Conditional Overlay District No. 225.
55 Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for
56 interpretation,' is hereby amended, changed, and modified consistent with this
57 Ordinance.

58
59 Section 2 – City Council hereby establishes Conditional Overlay District No. 225,
60 which shall contain the requirements and standards provided in "Exhibit C – Attachment
61 1," which is attached hereto and incorporated herein by this reference as though set
62 forth herein. The requirements of Conditional Overlay District No. 225 shall modify the
63 requirements of the Springfield Land Development Code Section 36-422, HC, Highway
64 commercial district, by requiring the property described in "Exhibit A" comply with the
65 requirements contained in "Exhibit C – Attachment 1."

66
67 Section 3 – City Council hereby directs the City Manager, or designee, to update
68 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
69 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
70 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
71 rules of interpretation.'

72
73 Section 4 – The Official Zoning Map herein adopted shall be maintained and
74 archived in the same digital form in which this Council has approved its adoption.

75
76 Section 5 – This Ordinance shall be in full force and effect from and after
77 passage.

78
79 Passed at meeting: _____

80
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87
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89
90

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

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-4-2023 W/ COD #225

Tract 1: Part of the NW 1/4 of the NW 1/4 of Section 33, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northwest Corner of said NW 1/4 of the NW 1/4; thence South 88° 43'00" East 226.63 feet along the North line of said Section 33; thence leaving the North line of said Section 33, South 1 °17'00" West 83.14 feet to the Point of Beginning, on the South Right of Way line at Station 467+64.31 with an Offset Right of 54 feet from the centerline for W. Sunshine St., as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MO Dot Job No. J8U0509; thence continuing along W. Sunshine St. South Right of Way as shown on Final Plans, Route 60 Federal Aid Project Number FAC85-AI D, Sheet 8, South 88°38'20" East 441.69 feet; thence leaving said W. Sunshine St. South Right of Way line as show on said Final Plans, South 2°03'31" West 585.22 feet; thence North 88°40'02" West 668.16 feet to a found iron pin on the West line of said Section 33; thence North 0°32'16" East 242.67 feet along the West line of said Section 33 to a point on the Easterly Right of Way line for said W. Bypass; thence North 5°50'18" East 211.33 feet along said W. Bypass Easterly Right of Way line to a point at Station 1+84.30 with an Offset of 115 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way line, North 41°25'00" East 129.65 feet to a point on W Sunshine St. South Right of Way line at Station 466+28.1630 with an Offset of 86.95 feet to the right from centerline for W. Sunshine St. as described in said General Warranty Deed; thence continuing along W. Sunshine St. South Right of Way line, North 81°51'53" East 139.05 feet to Station 467+65.31 with an Offset of 64.00 feet to the right from the centerline for W. Sunshine St. as described in said General Warranty Deed; thence continuing along W. Sunshine St. South Right of Way line as described in said General Warranty Deed, North 1°21'40" East 10.00 feet to the Point of Beginning.

Contains 381,397 square feet or 8.756 acres of land, more or less.

Tract 2: Part of the NW 1/4 of the NW 1/4 of Section 33, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northwest Corner of said NW 1/4 of the NW 1/4; thence South 88° 43'00" East 226.63 feet along the North line of said Section 33; thence leaving the North line of said Section 33, South 1 °17'00" West 83.14 feet to a point on the South Right of Way line at Station 467+64.31 with an Offset Right of 54 feet from the centerline for W. Sunshine St., as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MO Dot Job No. J8U0509; thence continuing along W. Sunshine St. South Right of Way as shown on Final Plans, Route 60 Federal Aid Project Number FAC85-AID, Sheet 8, South 88°38'20" East 441.69 feet; thence leaving

said W. Sunshine St. South Right of Way line, South 2°03'31" West 585.23 feet to the Point of Beginning; thence South 88°40'02" East 652.15 feet to a found iron pin on the Westerly Right of Way line of S. Moore Rd.; thence South 3°10'29" West 166.58 feet along said Westerly Right of Way line to a found iron pin; thence North 82°46'39" West 4.97 feet to a found iron pipe at the Northeast corner of Lot 1, Yandell Subdivision, Recorded March 12, 1965 in Book W, Page 65; thence North 88°38'44" West 114.33 feet along the North line of said Lot 1, Yandell Subdivision to a found iron pin at the Northeast corner of Lot 1, Final Plat, Windchime Subdivision, Recorded August 15, 1986 in Book JJ, Page 68; thence along the North line of said Windchime Subdivision North 88°54'22" West 140.54 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision North 88°40'06" West 70.86 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision North 88°33'58" West 70.65 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision North 88°46'46" West 140.76 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision North 88°41'17" West 140.85 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision North 88°43'44" West 70.35 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision North 88°43'20" West 352.76 feet to a found iron pin on the West line of said Section 33; thence North 1°14'19" East 162.89 feet along the West line of said Section 33 to a found iron pin; thence leaving West line of said Section 33 South 88°40'02" East 668.16 feet to the Point of Beginning.

Contains 219,177 square feet or 5.032 acres of land, more or less.

South Creek: Part of Lot 64, Plat for Marlborough Manor 17th Addition, Recorded in Book AAA, Page 547 and Part of the NE 1/4 of the NE 1/4 of Section 32, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northeast Corner of said NE 1/4 of the NE 1/4 of Section 32; thence South 2°45'07" West 425.83 feet along the East line of said Section 32 to the Point of Beginning on the Easterly Right of Way line for W. Bypass as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MO Dot Job No. J8U0509; thence continuing along the East line of said Section 32, South 0°32'16" West 242.67 feet to a found iron pin; thence continuing along the East line of said Section 32, South 1°14'19" West 162.89 feet to a found iron pin at the Northwest corner of Lot 17, Final Plat, Windchime Subdivision, Recorded August 15, 1986 in Book JJ, Page 68; thence leaving the East line of said Section 32, North 87°29'51" West 47.33 feet to a point on the said W. Bypass Easterly Right of Way line; thence along the said W. Bypass Easterly Right of Way, around a curve to the left having a radius of 1363.24 feet, an arc length of 115.42 feet, a chord bearing of North 10°21'41" East and a Chord distance of 115.39 feet to a point at Station 6+ 77 .65 with an Offset of 90 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way, North 6°25'39" East 259.25 feet to a point at Station 4+27.65 with an Offset of 100 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way line, North 5°50'18" East 32.48 feet to the Point of Beginning.

Contains 8,523 square feet or 0.209 acres of land, more or less.

Sunshine Crossing: Part of the NW 1/4 of the NW 1/4 of Section 33, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northwest Corner of said NW 1/4 of the NW 1/4; thence South 88°43'00" East 226.63 feet along the North line of said Section 33; thence leaving the North line of said Section 33, South 1°17'00" West 83.14 feet to a point on the South Right of Way line at Station 467+64.31 with an Offset Right of 54 feet from the centerline for W. Sunshine St., as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MO Dot Job No. J8U0509; thence continuing along W. Sunshine St. South Right of Way as shown on Final Plans, Route 60 Federal Aid Project Number FAC85-AID, Sheet 8, South 88°38'20" East 441.69 feet to the Point of Beginning; thence continuing along W. Sunshine St. South Right of Way line as shown on said Final Plans, South 88°38'20" East 593.00 feet to Station 478+00 with an Offset of 115 feet to the right from the centerline, for W. Sunshine St. as shown on said Final Plans; thence continue along W. Sunshine St. South Right of Way line as shown on said Final Plans, South 48°21'33" East 77.34 feet to Station 478+59 with an Offset of 165 feet to the right from the centerline, for W. Sunshine St. as shown on said Final Plans; thence leaving said W. Sunshine St. South Right of Way line, South 2°06'29" West 534.91 feet along the Westerly Right of Way line for S. Moore Road to a found iron pin; thence leaving said Moore Road Right of Way, North 88°40'02" West 652.15 feet; thence North 2°03'31" East 585.22 feet to the Point of Beginning.

Contains 380,175 square feet or 8.728 acres of land, more or less.

RECORD OF PROCEEDINGS
Planning and Zoning Commission – March 9, 2023

Z-4-2023 w/COD #225

3444 West Sunshine Street and 1819 South Moore Road 133

Applicant: Donald L. & Patricia L. McCurry Trust and South Creek Development Corporation and Sunshine Crossing, LLC

Mr. McGinnis stated that this is a request to rezone approximately 22.4 acres of land generally located at 3444 W. Sunshine Street, 1819 S. Moore Road, 1903 S. Farm Road 133, and 3503 W. Washita from the Greene County C-2, General commercial district, Greene County R-1, Suburban residence district, Greene County Plot Assignment District No. 1901, and City of Springfield GR, General retail district to the HC, Highway commercial district and establishing Conditional Overlay District No. 225. Staff recommends approval.

Mr. McGinnis noted that one of the existing zoning districts was not properly listed and was corrected and a new staff report was presented.

Mr. Knuckles opened the public hearing.

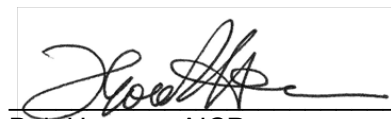
Mr. Thomas Walker, 2 Hawthorne Estate, Town & Country, MO is the developer for the project and clarified the delivery aspects in order to keep trucks off of Moore Road, he also addressed the drainage by adding stormwater detention. He also noted that the truck docks are lower (below grade) than the buffer yard.

Mr. Scott asked about cellalur detention and Mr. Walker noted that the cost prohibits that options.

Mr. Knuckles closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to **approve** Z-4-2023 w/COD #225 (3444 West Sunshine Street and 1819 South Moore Road 133). Mr. Lebeck seconded the motion. Ayes: Knuckles, Colony, Lebeck, Pauly, Ridge, Gunther, and Scott. Nays: None. Abstain: None. Absent: Jobe and Broekhoven



Bob Hosmer, AICP
Planning Manager

RECORD OF PROCEEDINGS
Planning and Zoning Commission – May 11, 2023

Z-4-2023 w/COD #225

3444 West Sunshine Street, 1819 South Moore Road 133, and 1903 South Farm Road 133

Applicant: Donald L. & Patricia L. McCurry Trust and South Creek Development Corporation and Sunshine Crossing, LLC

Mr. McGinnis stated that this is a request to rezone 22.4 acres of land generally located at 3444 W. Sunshine Street, 1819 S. Moore Road, 1903 S. Farm Road 133, and 3503 W. Washita Street from the Greene County C-2, General commercial district, Greene County R-1, Suburban residence district, Greene County Plot Assignment District No. 1901, and City of Springfield GR, General retail district to the HC, Highway commercial district and establishing Conditional Overlay District No. 225.

Mr. Jobe opened the public hearing.

Mr. Thomas Walker, 2 Hawthorne Estates, Town & Country MO, here as the applicant representative and to answer any questions.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to **approve** Z-4-2023 w/COD #225 (3444 West Sunshine Street, 1819 South Moore Road 133, and 1903 South Farm Road 133). Mr. Knuckles seconded the motion. Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven.



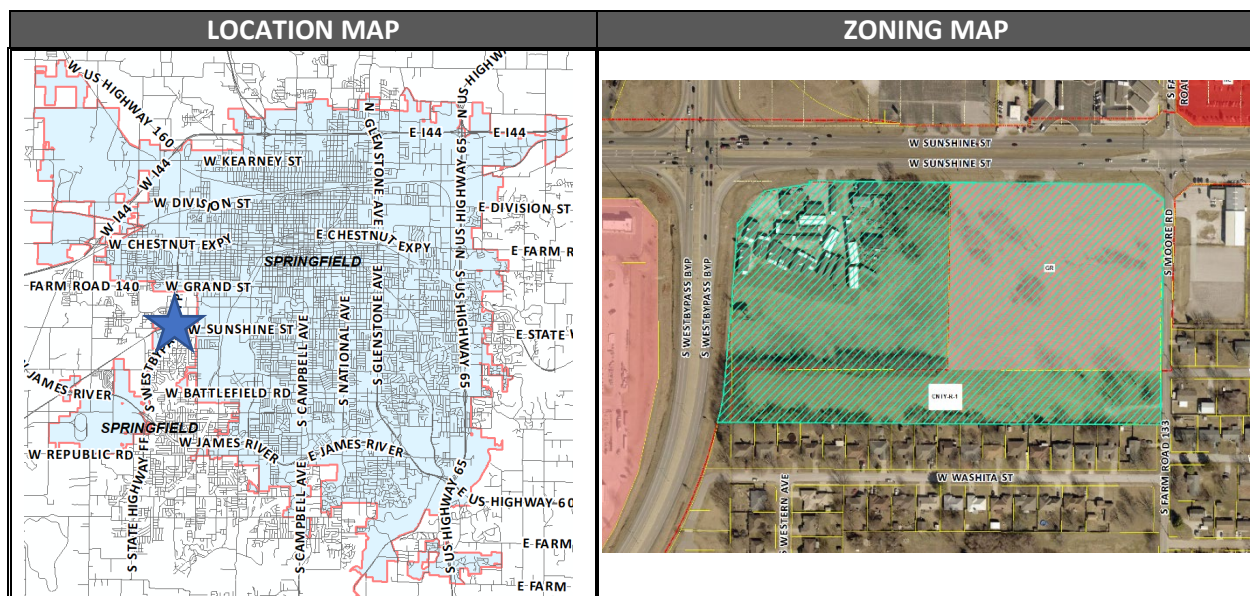
Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Z-4-2023 w/COD #225
Location:	3444 W. Sunshine Street, 1819 S. Moore Road, 1903 S. Farm Road 133, and 3503 W. Washita Street
Total Acres:	22.4 acres
Applicant:	Donald L. & Patricia L McCurry Trust, South Creek Development Corp, & Sunshine Crossing, LLC
Existing Land Use:	Manufactured home sales, vacant
Neighborhood Meeting:	February 14, 2023
Planning and Zoning Commission:	March 9, 2023; May 11, 2023
City Council:	April 3, 2023 (remanded back to Planning & Zoning Commission); June 5, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Kyle McGinnis
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-4-2023 with Conditional Overlay District No. 225. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

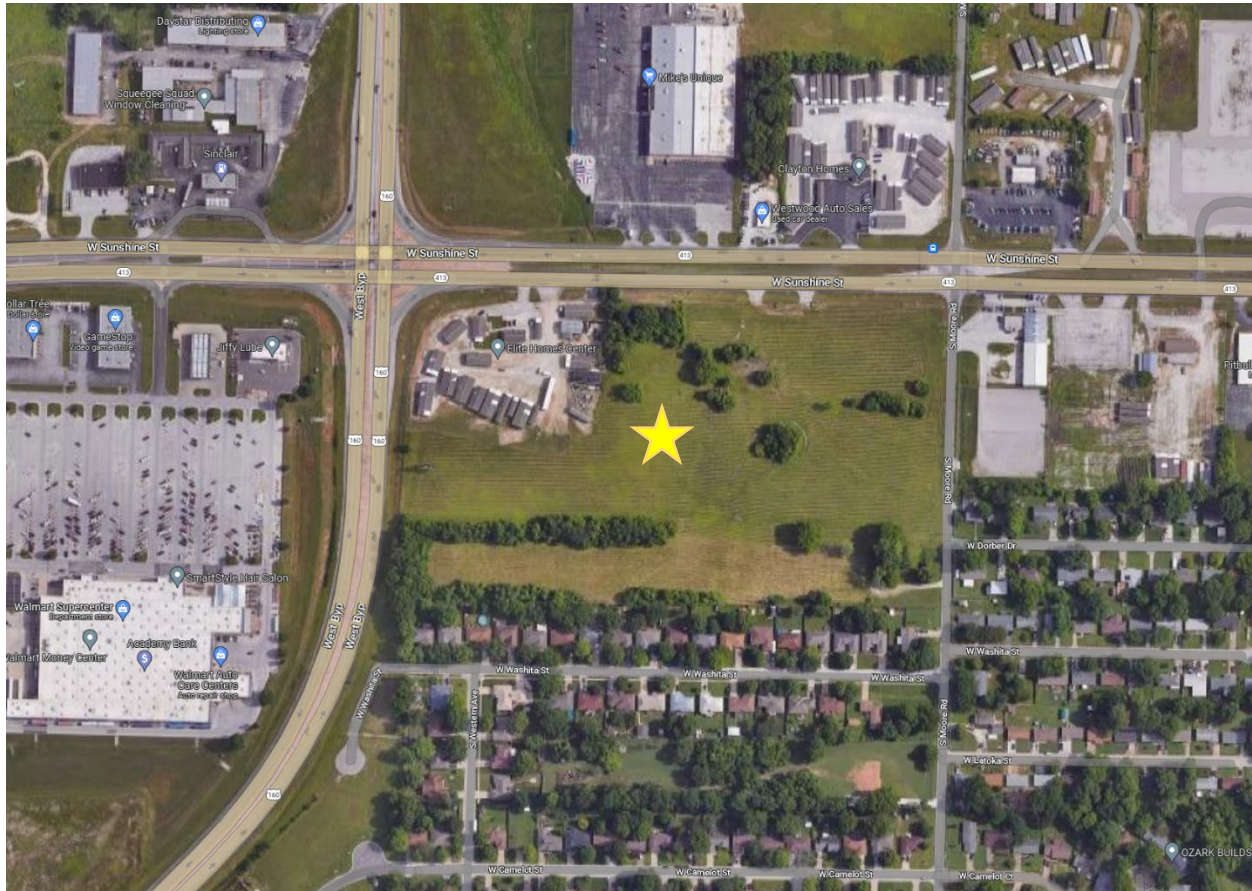
PROJECT SUMMARY:

Request to rezone approximately 22.4 acres of land generally located at 3444 W. Sunshine Street, 1819 S. Moore Road, 1903 S. Farm Road 133, and 3503 W. Washita Street from the Greene County C-2, General commercial district, Greene County R-1, Suburban residence district, Greene County Plot Assignment District No. 1901, and City of Springfield GR, General retail district to the HC, Highway commercial district and establishing Conditional Overlay District No. 225.



DEVELOPMENT REVIEW STAFF REPORT

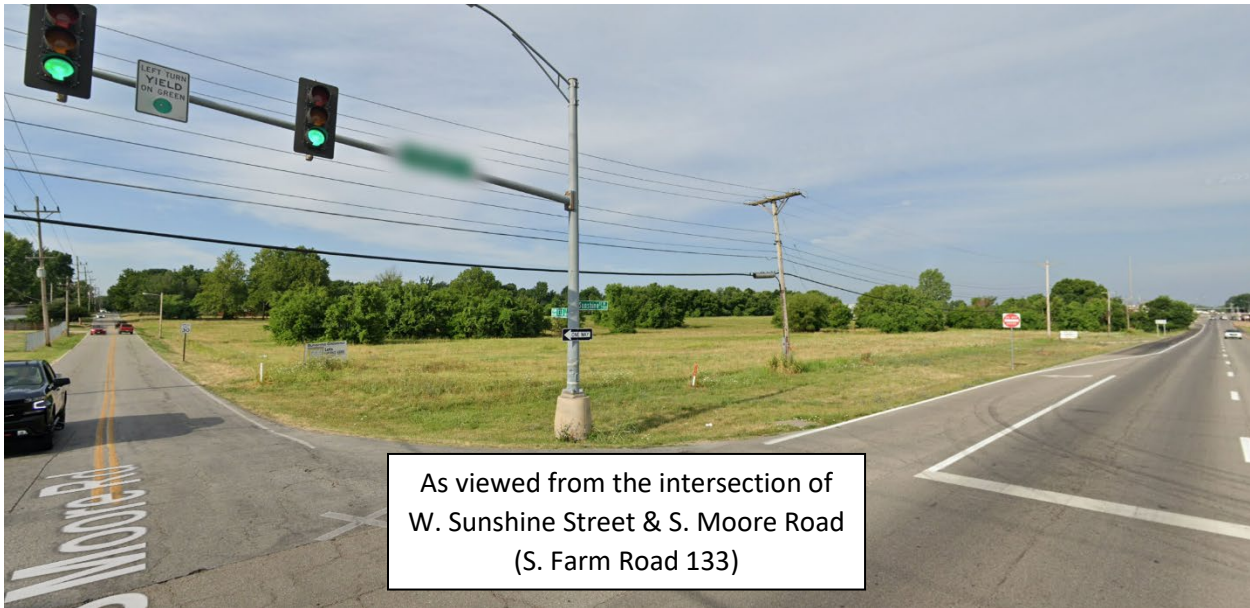
GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT



PROPERTY HISTORY:

The eight and one-half acre property which comprises the northeast portion of the project area was initially annexed into the City of Springfield in 2000 and was later rezoned to the GR, General retail district later that year. In 2021, an applicant came forward to rezone this property (1819 S. Moore Road) from the GR district to the HC district; however, they later withdrew their application and so no zoning change occurred.

The five-acre band of land along the south edge of the project area was annexed into the City in 2005 with a request to rezone the property to the R-LD, Low-density multifamily district; however, due to staff concerns, this was later changed to a request to rezone to a Planned Development permitting low-density residential development. The developer at that time failed to complete certain conditions that were required to receive the rezoning, and so no zoning change occurred. This property has maintained its County R-1 zoning since that time.

The remainder of the current project area has not yet been annexed into the city.

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.

DEVELOPMENT REVIEW STAFF REPORT

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 REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR HIGHWAY COMMERCIAL
Use Limitations	(a) Streets through adjacent residential areas shall not be used to provide principal access for truck traffic to any nonresidential use in this district except on streets classified as expressways, arterials, or collectors. (b) No motor vehicle repair or maintenance work shall take place outdoors within 150 feet of the boundary of any residential district. (c) All sales, display or outdoor storage areas that would be routinely disturbed because of the nature of the activity being conducted or because of vehicular traffic, except those areas of nurseries and garden centers where living plants are located, shall be paved, or otherwise improved with an all-weather, dust-free surface. (d) All uses shall operate in accordance with the noise standards contained in Section 36-485, Noise standards. (e) No use shall emit an odor that creates a nuisance as determined by Chapter 2A, Article X, Springfield City Code. (f) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303 (22).
Minimum Lot Size	Not applicable to the HC, Highway commercial district.
Maximum Height	Not applicable to the HC, Highway commercial district.
Bulk Plane	All structures shall remain below a 30-degree bulk plane as measured from the boundaries of R-SF or R-TH districts.
Minimum Yard Requirements	Front yards – 25 feet when fronting on a street classified as collector or higher, or as required by Section 36-453, Supplemental open space, and yard regulations. 15 feet when fronting a street classified as local, or as required by Section 36-453. The front yard setback may be reduced below the minimum required above if a Conditional Use Permit is approved in accordance with Section 36-363, Conditional use permits, or if a preliminary plat is approved in accordance with the City's subdivision regulations.

DEVELOPMENT REVIEW STAFF REPORT

	Side yards – None, except as required by Section 36-453 and the bufferyard requirements contained in Section 36-482, Landscaping and bufferyards. Rear yards – None, except as required by the bufferyard requirements contained in Section 36-482.
Minimum Open Space	Not less than 20 percent of the gross site area shall be devoted to open space, including required yards and bufferyards unless modified in accordance with subsection 36-482 (15). Open space shall not include areas covered by buildings, structures, parking, storage, loading and other paved areas and internal streets or areas containing plants for display and sale. Open space shall contain living ground cover and other landscaping materials.
Design Requirements	(a) A site plan, meeting the requirements of Section 36-360, Site plan review, shall be submitted and approved. (b) A landscape plan, meeting the requirements of Sections 36-482 and 36-483, Off-street parking and loading design standards, shall be submitted, and approved. (c) Off-street parking and vehicular use areas shall be screened from all residential uses, in accordance with Section 36-480, Screening and fencing. (d) Refuse storage areas shall be screened from view in accordance with Section 36-480. (e) Mechanical and electrical equipment, including air conditioning units, shall be screened from view in accordance with Section 36-480. (f) Lighting shall be designed to reflect away from any adjacent residential area and in accordance with Section 36-484, Lighting standards. (g) Accessory buildings and structures shall meet the requirements of Section 36-450, Accessory structures and uses.
Buffering and Landscaping	Future development must comply with the interior and perimeter landscaping requirements, as applicable to a future site plan, per subsections 36-482 (9) (a) and (b), unless the property owner opts to utilize the point system described in subsection 36-482 (10) instead. Based on the proposed zoning for the subject area and the zoning of its neighbors, a bufferyard F will be required along the south property line where adjacent to property zoned Greene County R-1, Suburban residence district.

DEVELOPMENT REVIEW STAFF REPORT

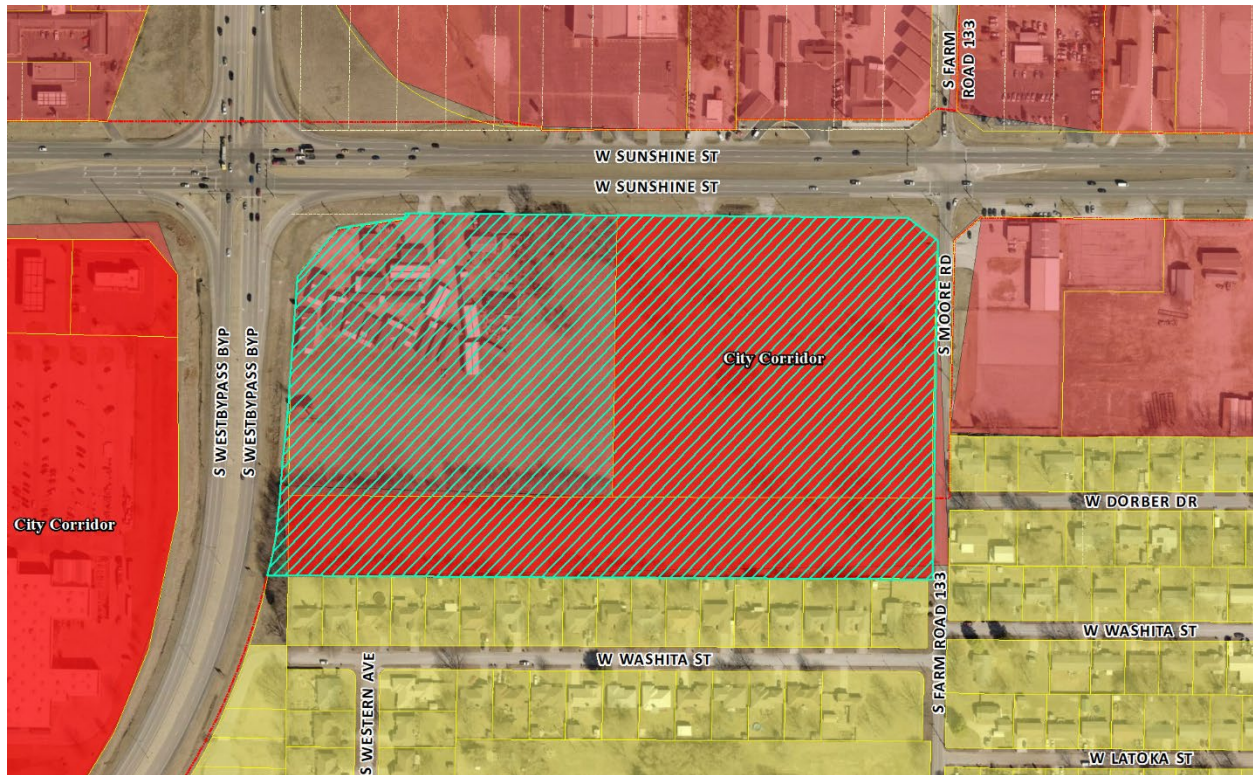
COMPATIBILITY WITH COMPREHENSIVE PLAN:

The properties involved in this rezoning request were included within the City Corridor Placetype during the formation of the new *Comprehensive Plan* (see the Future Placetype Map on page 7), with the exception of 3503 W. Washita Street, which was placed within the Traditional Neighborhood Placetype (only the north portion of the W. Washita Street property is included within this commercial rezoning request in order to provide access to West Bypass; the property owner has submitted a separate application requesting to rezone the southern portion to R-SF, Single-family residential district, per Z-6-2023). The City Corridor Placetype is characterized by commercial and service-related development ranging in scale from standalone businesses to large retail centers, with opportunities for high-density multifamily projects reliant on proximity to retail, commercial services, and employment centers when located along major roadways containing high traffic volumes.

The applicant has requested to rezone the project area to the HC, Highway commercial district – the City’s most intense commercial district, which, “[depends] upon high visibility, [generates] high traffic volumes, or caters to the traveling public,” as described in Section 36-422, HC, Highway commercial district, of the City’s Land Development Code. These characteristics tend to require proximity to arterial roadways or other limited-access streets. These traits align the HC district with the intent of the City Corridor Placetype, which relies on access to major roadways to best draw upon a regional customer base. Because the project area will directly abut single-family detached dwellings to the south, emphasis should be placed on providing sufficient screening and landscape buffering between future commercial development and the existing single-family neighborhood. In addition, multi-story buildings, “...should be sited and designed to reduce the impact on adjacent lower intensity residential development,” per page 46, Transitions, of the *Comprehensive Plan*. The applicant has provided a rendering of the southern border of their property illustrating their intent to grade, screen, and buffer the site to shield these residents from future development to the greatest extent feasible (Attachment 3).

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:

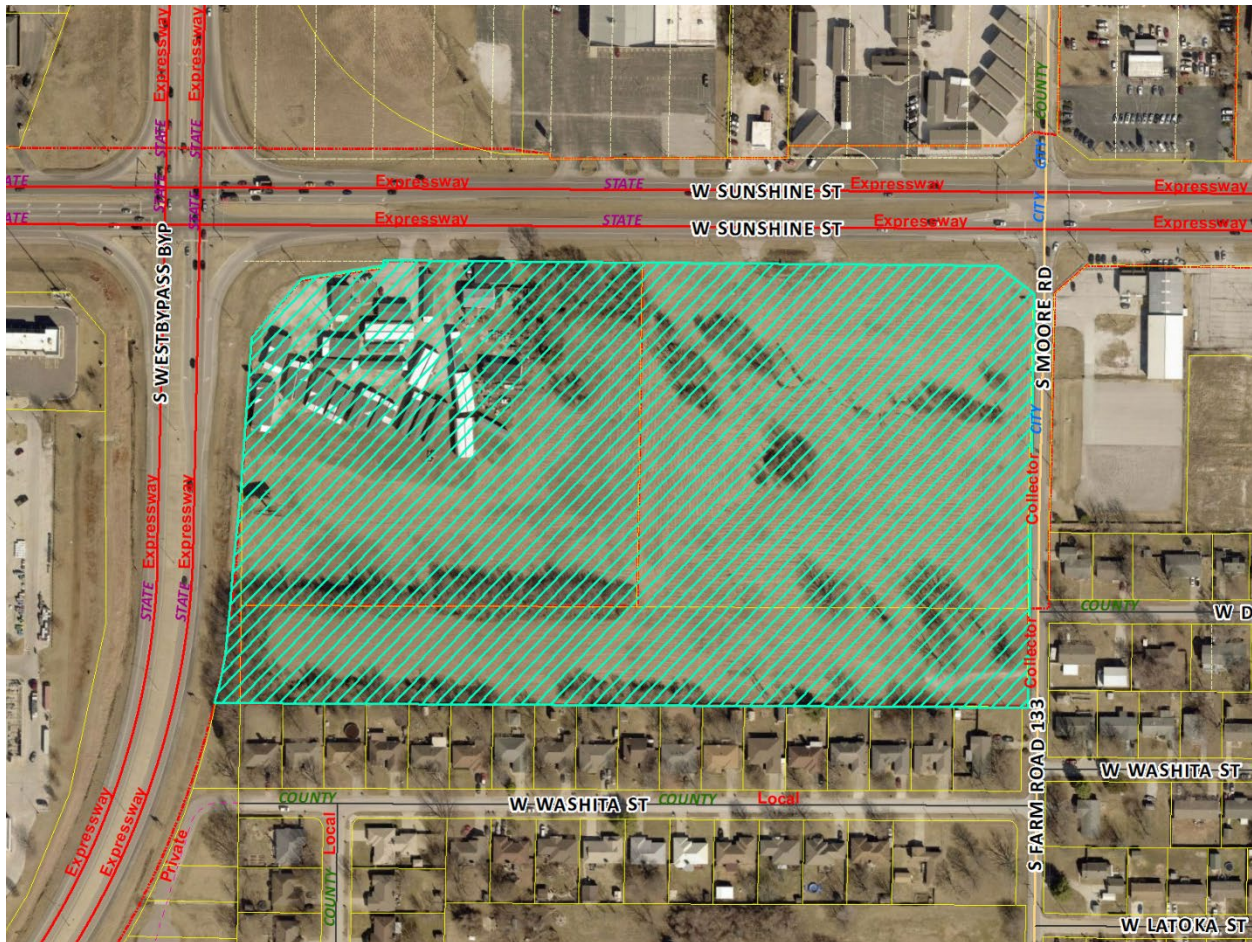


PLACETYPES	LAND USES															
	Single-Family Detached	Single-Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Major, Artisan & Innovation Spaces	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehouse & Distribution Facilities	Heavy Industry & Manufacturing
Residential Neighborhood	●	○	◇	○	◇	◇	○	○	○	○	○	○	○	○	○	○
Mixed Residential	●	●	●	○	◇	◇	○	○	○	○	○	○	○	○	○	○
Downtown	●	●	●	○	○	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○

- **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype
- **Supporting Land Use:**
Less prevalent and serve to support the primary land use.
- ◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	Greene County C-2	Greene County R-1	Greene County C-2 & R-1	GR
LAND USE	Retail sales, used automotive sales, and manufactured home sales	Single-family detached dwellings	Automotive rentals and leasing, single-family detached dwellings	Retail sales, automotive service garage
PLACETYPES	City Corridor	Traditional Neighborhood	City Corridor, Traditional Neighborhood	City Corridor

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No issues with the proposed rezoning.
2. CITY UTILITIES:
No issues with the proposed rezoning.
3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:
No objections to the rezoning; however, we have the following comments:
 - a. Parcel Nos. 1332100113 and 1333210002 are both subject to a \$0.033 per square foot sanitary sewer trunkline fee to connect to the West Bypass trunkline. Parcel Nos. 1333210001 and 1333210016 are both subject to a \$0.16602092 per square foot joint district fee to connect to Sanitary Sewer Join District 171 of Section 11. These fees will be collected when buildings plans are submitted or if additional sanitary sewer improvements are submitted, whichever comes first. These fees are in addition to the standard sewer impact fees required under Code Section 120.246.
 - b. Each proposed lot will have access to public sewer once re-platted. No additional public sewer is required.
4. FIRE DEPARTMENT:
The installation of fire hydrants and fire access lanes shall comply with the 2018 IFC.
5. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:
The property is in the **Wilsons Creek** 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 not be allowed, and detention is required**. The property **does have a stream buffer on site**.

Public Works – 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:

- a. 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

- i. Detention is required for the proposed annexation at the time of development. The site drains to W. Sunshine Street and has downstream-adjacent properties that could be affected by the runoff from site.

Water Quality Requirements:

- a. 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 one acre or greater. Including projects less than one acre that are part of a larger common plan of development or sale that will disturb one or more acres of the life of the project. Chapter 10 Sec. 2.0.
 - i. Water Quality will be required at the time of development.

Stream Buffer Requirements:

- a. Stream buffers consisting of the stream and approved buffer zones shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat in accordance with City Code Sec. 36-253 or recorded in a stream buffer easement. Alternatively, stream buffers may be dedicated to the city with the City's acceptance. The owner of a stream buffer area may also wish to pursue a conservation easement, which may provide tax benefits. In accordance with Chapter 12, Section 3.1, stream buffers in new subdivision shall be located within a Common Area that is owned and maintained by a property owners association. Stream Buffer Areas designated on a plat shall be accompanied by the following plat note:

"Stream Buffer Areas are dedicated for the protection of stormwater runoff quality, stream preservation, and flood control. The property owner may fully use and enjoy the land within the Stream Buffer Area provided that such use is in accordance with Chapter 96 of the Springfield City Code, as amended, and the Flood Control and Water Quality Protection Manual, as amended. Maintenance, repair, and restoration, if necessary, of the Stream Buffer Area is the responsibility of the property owner and shall be conducted in accordance with the Flood Control and Water Quality Protection Manual."

- b. The stream on site is a tributary of Wilsons Creek and is categorized as a Class D – Small Tributary. The stream buffer will need to be recorded in a stream buffer easement at the time of development or platting. PW – Stormwater is agreeable to the stream being modified at the time of development through a public improvement project. The stream modification will need to be approved by PW – Stormwater before any excavating of the stream is conducted.

Additional Stormwater Standards to be met:

- a. 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.
- b. As-builts of the detention and water quality improvements are required. We would like the following as-built notes on the plans:

DEVELOPMENT REVIEW STAFF REPORT

- i. 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 measures.
- c. 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.
- d. 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.
 - i. Existing gravel surfaces meeting the above definition are eligible for 50% credit.

6. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

Street Classification, Right-Of-Way, and Jurisdiction:

City's Transportation Plan classifies W. Sunshine Street and S. West Bypass as Expressway roadways, and S. Moore Road as a Collector roadway. The standard right-of-way width from the centerline of W. Sunshine Street and S. West Bypass is 65 feet. It appears that no additional right-of-way is needed along either street. The standard right-of-way width from the centerline of S. Moore Road is 30 feet. It appears that additional right-of-way is needed along this street. A survey is recommended to determine the exact amount of existing right-of-way. W. Sunshine Street and S. West Bypass are state-maintained streets, and S. Moore Road is a city-maintained street.

Traffic Counts & On-Street Parking:

The most recent traffic count for W. Sunshine Street is 29,680 vehicles per day, 29,860 vehicles per day for S. West Bypass, and 3,470 vehicles per day for S. Moore Road. On-street parking is not allowed along W. Sunshine Street, S. West Bypass, or S. Moore Road.

Driveway Access:

There are five existing driveway access points onto the property from W. Sunshine Street, one existing driveway access point from S. Moore Road, and zero existing driveway access points from S. West Bypass. Access to this property will be allowed based on the accepted Traffic Impact Study for this development.

Sidewalk:

There are no existing sidewalks along the property frontage of W. Sunshine Street, S. West Bypass, or S. Moore Road.

DEVELOPMENT REVIEW STAFF REPORT

Trails, Bus Stops, and Additional Information:

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There is one bus stop along W. Sunshine Street near this property. There are no bus stops along S. West Bypass and S. Moore Road near this property.

Improvements:

A Traffic Impact Study (TIS) was completed for this development. Based on the TIS, the following improvements are required, as reflected in the Conditional Overlay District No. 225 provisions in Attachment 1:

- Access P1 (West Bypass): Shall construct a right-in/right-out only access with a designated northbound right-turn lane.
- Access P2 (Sunshine Street): Shall construct a right-in/right-out only access with a designated eastbound right-turn lane.
- Access P3 (Moore Road): Shall construct a full access with a designated eastbound left-turn lane.
- Sunshine Street and Moore Road: Shall construct a designated northbound left-turn lane, a designated southbound left-turn lane, and extend the westbound left-turn lane to meet the minimum storage length requirements.
- Any change in use that creates an increase in total trip generation as presented in this traffic impact assesment of more than 500 trips daily and/or 50 trips in the peak hour will require a modified traffic impact assessment.

Traffic – Table 1: Rezoning Details

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Sunshine Street	Expressway	No	90	65
Street 2	S. West Bypass	Expressway	No	100	65
Street 3	S. Moore Road	Collector	No	20	30

STAFF ANALYSIS AND RECOMMENDATION:

- The applicant has requested to rezone an area of land located southeast of the intersection of W. Sunshine Street and West Bypass from the Greene County C-2, R-1, and PAD No. 1901 districts and the City of Springfield's GR, General retail district, to the City of Springfield's HC, Highway commercial district, with the intent to construct a large retail center.
- Based on the project site's proximity to two major roadways and significant land area, staff has determined that the HC district is an appropriate zoning designation at this location. The HC district is intended to provide for a wide variety of commercial- and service-oriented uses

DEVELOPMENT REVIEW STAFF REPORT

to the motoring public, relying heavily on-site visibility from public right-of-way. To better ensure that future development within this district meets the *Comprehensive Plan's* goal to spur quality development with attractive visual appeal, staff requested that the applicant also establish Conditional Overlay District No. 225 (Attachment 1). This Conditional Overlay District aims to limit the outdoor activities of future development within this district, specifically prohibiting certain uses that rely on a heavy outdoor presence and which are not appropriate at this key intersection and entrance into the City of Springfield.

3. The proposed rezoning is in general alignment with the goals of the *Comprehensive Plan*, which designates the project area as part of the City Corridor Placetype. This Placetype is predominately comprised of commercial- and service-oriented uses along major roadways and encourages high-density multifamily uses when located near the retail, commercial services, and employment centers they rely on. The intent of the HC, Highway commercial district, and City Corridor Placetype are very similar, both relying on business from the motoring public traveling along major corridors throughout the city.
4. There are changing conditions in the area affected that make the proposed rezoning necessary. The applicant has submitted applications to annex the various parcels of land included in this rezoning application into the City of Springfield, requiring that such properties be provided a Springfield zoning designation at this time.
5. The range of uses in the proposed HC, Highway commercial district and Conditional Overlay District No. 225 are compatible with the uses permitted on other property in the immediate vicinity. Of those properties which front W. Sunshine Street or West Bypass in the vicinity surrounding this rezoning, all are zoned Highway commercial district or General retail district, both of which allow for the broad development of commercial, personal service, or office facilities. Though the subject area also abuts County property located within the Traditional Neighborhood Placetype, the applicant has proposed a Bufferyard F, in excess of the minimum width required by Section 36-482, Landscaping and bufferyards, along the south property line of the future commercial development (Attachment 3) to protect this existing single-family neighborhood from future non-residential activity in the area.
6. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned. Per the reviews provided by City Utilities and Environmental Services – Wastewater Management, there are no critical issues pertaining to the provisioning of their services to this property. Wastewater Management notes that public sewer will be available to all proposed tracts of the future preliminary plat associated with this development, and that certain sanitary sewer trunkline and joint district fees must be paid during the building permit and public improvement plan phase of the project.
7. The impact the uses, which would be permitted if the property were rezoned, will not significantly increase the volume of vehicular and pedestrian traffic, or reduce traffic safety in the vicinity. Per their review above, Public Works – Traffic has not noted any critical concerns with the potential increase of traffic volume, or the safety of traffic in the area, as a result of the proposed rezoning.

DEVELOPMENT REVIEW STAFF REPORT

8. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.
9. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION:

1. Staff recommends approval of the rezoning request based on its compatibility with the *Comprehensive Plan's* City Corridor Placetype.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification.
2. Recommend a change in the zoning district classification.
3. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the planning and zoning commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1 Conditional Overlay District No. 225 Provisions

The requirements of Section 36-422, HC, Highway commercial district of the Land Development Code shall be modified as set forth herein for development within this district:

1. The following uses are prohibited in this district:
 - a. Auction sales and flea markets entirety within enclosed buildings.
 - b. Automobile service garages.
 - c. Automobile service stations.
 - d. Automobile washing businesses, including automatic, coin-operated, and moving-line facilities.
 - e. Campgrounds and recreational vehicles parks.
 - f. Cemeteries.
 - g. Commercial off-street parking lots and structures.
 - h. Manufactured housing (mobile home) and trailer sales, leasing and service with or without storage.
 - i. Marijuana-related uses.
 - j. Overnight and/or transitional service shelters.
 - k. Public or private vehicle and boat storage garages, yards, or lots.
 - l. Self-service storage facilities.
 - m. Swimming pool sales and displays.
 - n. Taxi dispatch yards and offices.
2. The following use limitations shall apply with respect to Lots 3 – 6 of the proposed Sunshine Towne Centre subdivision (PLN2023-00106):
 - a. All outdoor automobile parking areas used for the purpose of retail or wholesale storage or sale of motorized or commercial vehicles shall be prohibited.
3. The Traffic Impact Study submitted and approved was based on the intensity of the proposed development use for the zoning district and its future impact to the existing transportation system. Based on the results of the traffic study, the following improvements are required:
 - a. Access P1 (West Bypass): Construct a right-in/right-out only access with a designated northbound right-turn lane.
 - b. Access P2 (Sunshine Street): Construct a right-in/right-out only access with a designated eastbound right-turn lane.
 - c. Access P3 (Moore Road): Construct a full access with a designated eastbound left-turn lane.
 - d. West Bypass and Sunshine Street: Construct a dual northbound turn lane, a dual westbound turn lane, and an acceleration lane extending from Access P1 to the northbound right-turn lane.
 - e. Sunshine Street and Moore Road: Construct a designated northbound left-turn lane, a designated southbound left-turn lane, and extend the westbound left-turn lane to meet minimum storage length requirements.
 - f. Any change in the proposed uses that creates an increase in total trip generation as presented in the TIA of more than 500 trips daily and/or 50 trips in the peak hour will require a modified traffic impact assessment.

ATTACHMENT 2

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

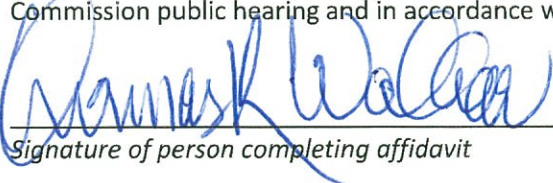
1. Request change to zoning from: County R-1 General Retail et al to Highway Commercial (HC)
(existing zoning) (proposed zoning)
2. Meeting Date & Time: February 14th, 2023
3. Meeting Location: Macedonia Preschool & Daycare
4. Number of invitations that were sent: 153
5. How the mailing list was generated: City Staff
6. Number of neighbors in attendance (attach a sign-in sheet): 40
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 negative feedback given

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

Not Applicable

I, THOMAS K WALKER (print name), attest that the neighborhood meeting was held on 2-14-23 (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."

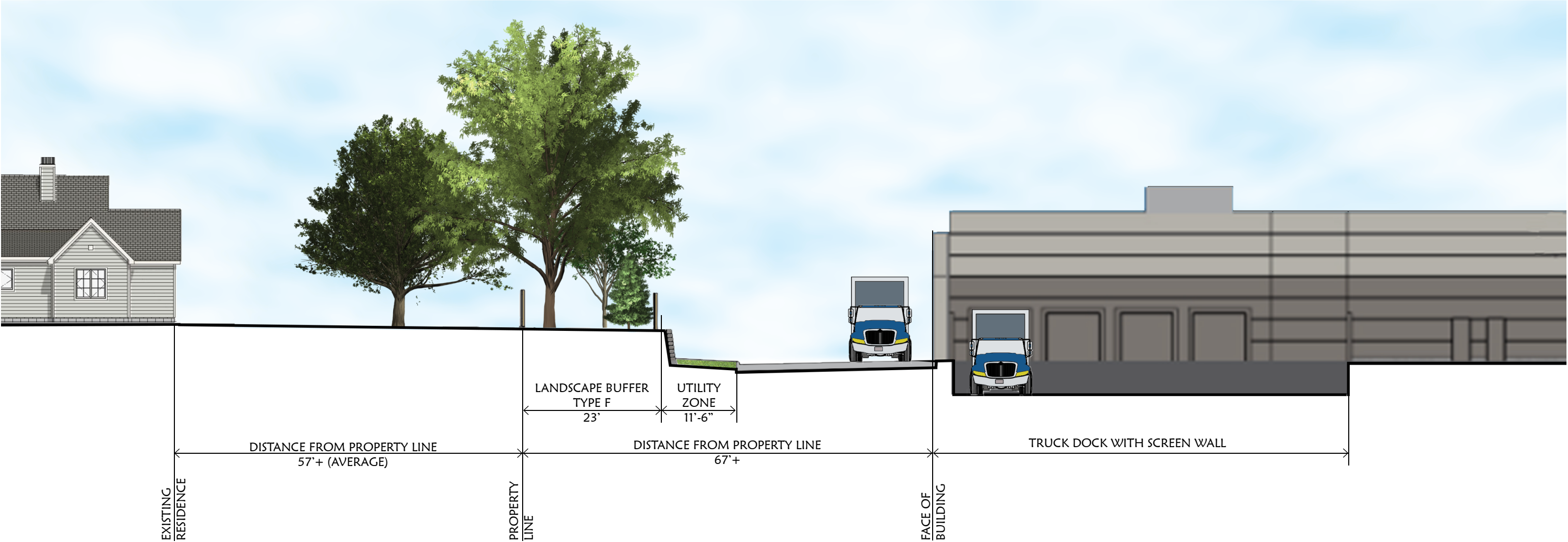

Signature of person completing affidavit

THOMAS K WALKER
Printed name of person completing affidavit

Date 02/14/2023

Date 02/17/2023

LANDSCAPE BUFFER SECTION AT SOUTHERN PROPERTY LINE



LANDSCAPE BUFFER "TYPE F" DETAILS	
REQUIRED	PROVIDED
PER 100 FT: 3 CANOPY TREES	PER 100 FT: 3 CANOPY TREES
3 UNDERSTORY TREES	3 UNDERSTORY TREES
4 EVERGREEN TREES	4 EVERGREEN TREES
20 SHRUBS	1 <u>ADDITIONAL</u> EVERGREEN TREE FOR EVERY 5 REQUIRED SHRUBS (IN LIEU)
	(1) 6 FT TALL PRIVACY FENCE
	EFFORTS WILL BE MADE TO PRESERVE EXISTING TREES ALONG PROPERTY LINE

SUNSHINE TOWNE CENTRE

S WEST BYPASS & W SUNSHINE STREET
SPRINGFIELD, MISSOURI





EXPLANATION TO COUNCIL BILL 2023-134 (HORTON)

FILED: 05/17/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance granting Conditional Use Permit No. 473 for the purpose of permitting a transitional service shelter as a conditional use within the R-MD, Medium-density multifamily residential district, generally located at 422, 424, and 504 East Norton Road. (Staff and Planning and Zoning Commission recommend approval.) (By: Good Samaritan Boys Ranch Foundation; 422, 424, and 504 E. Norton Road; Conditional Use Permit No. 473.)

PURPOSE: To permit a transitional service shelter as a Conditional Use within a R-MD, Medium-density multifamily residential district generally located at 422 and 424 E. Norton Road and proposed at 504 E. Norton Road by Z-12-2023. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: **CONDITIONAL USE PERMIT NUMBER 473**

The applicant, Good Samaritan Boys Ranch Foundation, seeks the requested Conditional Use Permit to allow the expansion of their operations from 422 and 424 E. Norton Road to 504 E. Norton Road. 504 E. Norton Road will include a new drop-off donation center (small office and storage space) to provide donated goods to residents of the existing transitional service shelter to the west as they transition out of the foster care system and into independent living.

CONDITIONS:

1. The regulations and standards listed on "Exhibit D - Attachment 2" shall govern and control the use and development of the land in Conditional Use Permit Number 473 in a manner consistent with the attached site plan ("Exhibit D - Attachment 3").

FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit ("Exhibit D - Attachment 2").

2. Approval of this application is subject to the Requirements for Approval ("Exhibit D-Attachment 1") and site plan ("Exhibit D - Attachment 3").

3. Approval of this request will provide for redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.



REMARKS: The Planning and Zoning Commission held a public hearing on May 11, 2023, and recommended approval, by a vote of 8 to 0 of the proposed conditional use permit (see the attached "Exhibit C," Record of Proceedings).

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

Submitted By: Kyle McGinnis, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 5/22/2023

- Attachments:**
1. CUP 473 504 E Norton Road_ord
 2. CUP 473_exhA
 3. CUP 473_exhB
 4. CUP 473_exhC
 5. CUP 473_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 28
Filed: 05-30-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-134

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 473 for the purpose of permitting a
2 transitional service shelter as a conditional use within the R-MD,
3 Medium-density multifamily residential district, generally located at
4 422, 424, and 504 East Norton Road. (Staff and Planning and Zoning
5 Commission both recommend approval.)
6 _____
7

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

12 WHEREAS, following proper notice, the Planning and Zoning Commission held a
13 public hearing on May 11, 2023, a copy of the Record of Proceedings from said public
14 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
15 and recommended approval of Conditional Use Permit No. 473 for the property
16 generally located at 422, 424, and 504 East Norton Road and zoned R-MD, Medium-
17 density multifamily residential district; and
18

19 WHEREAS, City Council finds that sufficient evidence has been presented to
20 satisfy all applicable standards of the Land Development Code for issuance of
21 Conditional Use Permit No. 473; and
22

23 WHEREAS, the granting of such permit is deemed proper, and it is not found to
24 harm the community or injure the value, lawful use, and reasonable enjoyment of
25 properties in the vicinity of 422, 424, and 504 East Norton Road.
26

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

30 Section 1 – City Council adopts the City staff's specific findings of fact on the
31 proposed conditional use as set forth in "Exhibit D – Attachment 2." "Exhibit D" is
32 attached hereto and incorporated herein by this reference in its entirety. Conditional Use
33 Permit No. 473 is hereby granted in accordance with and subject to the provisions of
34 Section 36-363 of the Land Development Code. Conditional Use Permit No. 473 is

35 granted for the purpose of permitting a transitional service shelter as a conditional use
36 within the R-MD, Medium-density multifamily residential district, located at the property
37 described in "Exhibit B," which is attached hereto and incorporated herein by this
38 reference, and which is generally located at 422, 424, and 504 East Norton Road.
39

40 Section 2 – Building permits, certificates of occupancy, and any other required
41 permits or approvals may be issued by the duly authorized officials of the City provided
42 that such issuance is consistent with Section 36-363 of the Land Development Code,
43 any other applicable City regulation or ordinance, and the "Requirements for Conditional
44 Use Permit 473" described in "Exhibit D – Attachment 1" and "Exhibit A," which is
45 attached hereto and incorporated herein by this reference. Additionally, the provisions
46 contained in "Exhibit D – Attachment 1" and "Exhibit A" shall govern and control the use
47 and development of the land described in "Exhibit B," in a manner consistent with the
48 attached site plan depicted on "Exhibit D – Attachment 3."
49

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

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

58 Passed at meeting: _____
59

60 _____
61 Mayor
62

63 Attest: _____, City Clerk
64

65 Filed as Ordinance: _____
66

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

69
70 Approved for Council action: Jason A. Hays, City Manager
71

EXHIBIT A
REQUIREMENTS FOR CONDITIONAL USE PERMIT NO. 473

1. The transitional service shelter and associated donation drop-off center shall comply with all of the standards listed in Exhibit D - Attachment 2.
2. The transitional service shelter and associated donation drop-off center shall be permitted in substantial conformance with Exhibit D - Attachment 3.
3. All other standards of the Zoning Ordinance and other applicable Ordinances shall be adhered to.

EXHIBIT B
LEGAL DESCRIPTION
CONDITIONAL USE PERMIT NO. 473

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 29 NORTH, RANGE 22 WEST IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE NORTH 89 DEGREES 38'47" WEST ALONG THE NORTH LINE OF THE EAST HALF OF LOT 1 OF SAID NORTHWEST QUARTER, 980.1 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 02 DEGREES 29'33" WEST, 25.02 FEET TO A 5/8 INCH IRON PIN (CAPPED "LSC-334") ON THE SOUTH RIGHT OF WAY LINE OF NORTON ROAD FOR THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN; THENCE CONTINUING SOUTH 02 DEGREES 29'33" WEST, 293.17 FEET TO A 5/8 INCH IRON PIN (CAPPED "LSC-334") ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE 44; THENCE NORTH 89 DEGREES 26'27" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 344.55 FEET TO A 5/8 INCH IRON PIN (CAPPED "LSC-334") ON THE WEST LINE OF THE EAST HALF OF LOT 1 OF SAID NORTHWEST QUARTER; THENCE NORTH 02 DEGREES 29'33" EAST ALONG SAID WEST LINE, 291.44 FEET TO A 5/8 INCH IRON PIN (CAPPED "LSC-334") ON THE SOUTH RIGHT OF WAY LINE OF NORTON ROAD; THENCE SOUTH 89 DEGREES 38'47" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 344.60 FEET TO THE POINT OF BEGINNING, AS SET FORTH IN THE CERTIFICATE OF APPROVAL ADMINISTRATIVE SUBDIVISION RECORDED MARCH 7, 2006 IN BOOK 2006 PAGE 011468-06. (BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE)

EXHIBIT C
RECORD OF PROCEEDINGS
Planning and Zoning Commission – May 11, 2023

COMMISSION ACTION: (combine presentation)

Mr. Colony motioned to **combine** the presentation for Z-12-2023 (504 East Norton Road) and Conditional Use Permit 473 (422, 424 & 504 East Norton Road). Mr. Colony seconded the motion Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven.

Conditional Use Permit 473

422, 424 & 504 East Norton Road

Applicant: Good Samaritan Boys Ranch Foundation

Mr. McGinnis stated that this is a request to permit a transitional service shelter as a Conditional Use Permit (CUP) within a R-MD, Medium-density multifamily residential district generally located at 422 and 424 E. Norton Road and proposed at 504 E. Norton Road by Z-12-2023. The applicant, Good Samaritan Boys Ranch Foundation, seeks the requested CUP (and associated rezoning Z-12-2023) to permit the expansion of their operations at this location to include a donation drop-off center at 504 E. Norton Road.

Comments and speakers represented on Z-12-2023 as these were combined.

COMMISSION ACTION:

Mr. Knuckles motioned to **adopt** Conditional Use Permit 473 (422, 424 & 504 East Norton Road) of the staff responses in Attachment 2 as the findings of fact and recommend approval subject to the conditions listed in Attachment 1. Mr. Lebeck seconded the motion. Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven.

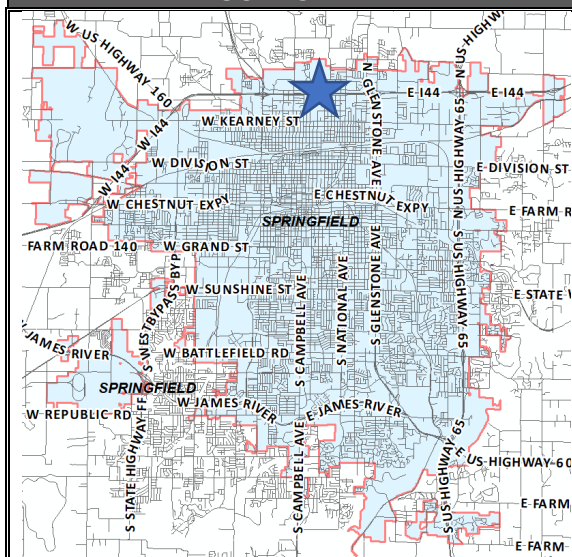


Bob Hosmer, AICP
Planning Manager

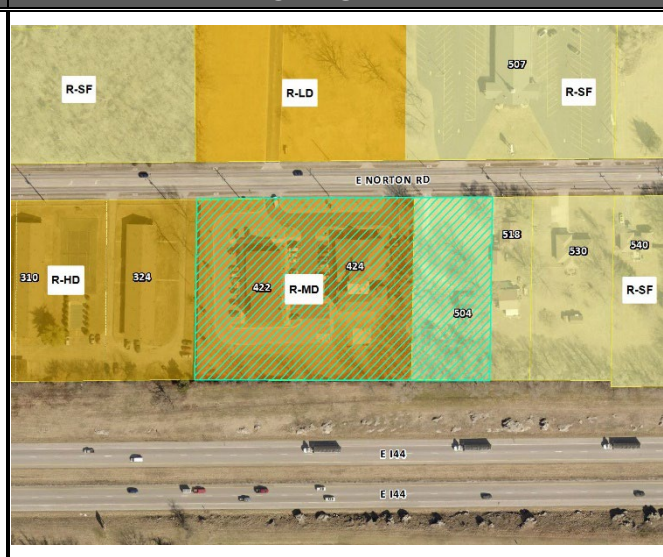
PROJECT INFORMATION

PROJECT SUMMARY:

LOCATION MAP



ZONING MAP



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE MAPS STREET VIEW:



PROPERTY HISTORY:

422 through 504 E. Norton Road were zoned R-SF, Single-family residential district in 1995 as part of the Citywide remapping which occurred that year, approved via General Ordinance No. 4494. In 2004, 422 and 424 E. Norton Road were rezoned to R-LD, Low-density multifamily residential district, approved via General Ordinance No. 5422, and were subsequently rezoned to R-MD, Medium-density multifamily district in 2006, approved via General Ordinance No. 5519. In 2018, the applicant received approval of a Conditional Use Permit for a transitional service shelter at 422 and 424 E. Norton Road. The applicant recently submitted a rezoning application for 504 E. Norton Road, to rezone the property from R-SF, Single-family residential district to R-MD, Medium-density multifamily residential district (Z-12-2023).

DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING COMMISSION AUTHORITY:

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 months 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 is 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.

DEVELOPMENT REVIEW STAFF REPORT

COMPATIBILITY WITH COMPREHENSIVE PLAN:

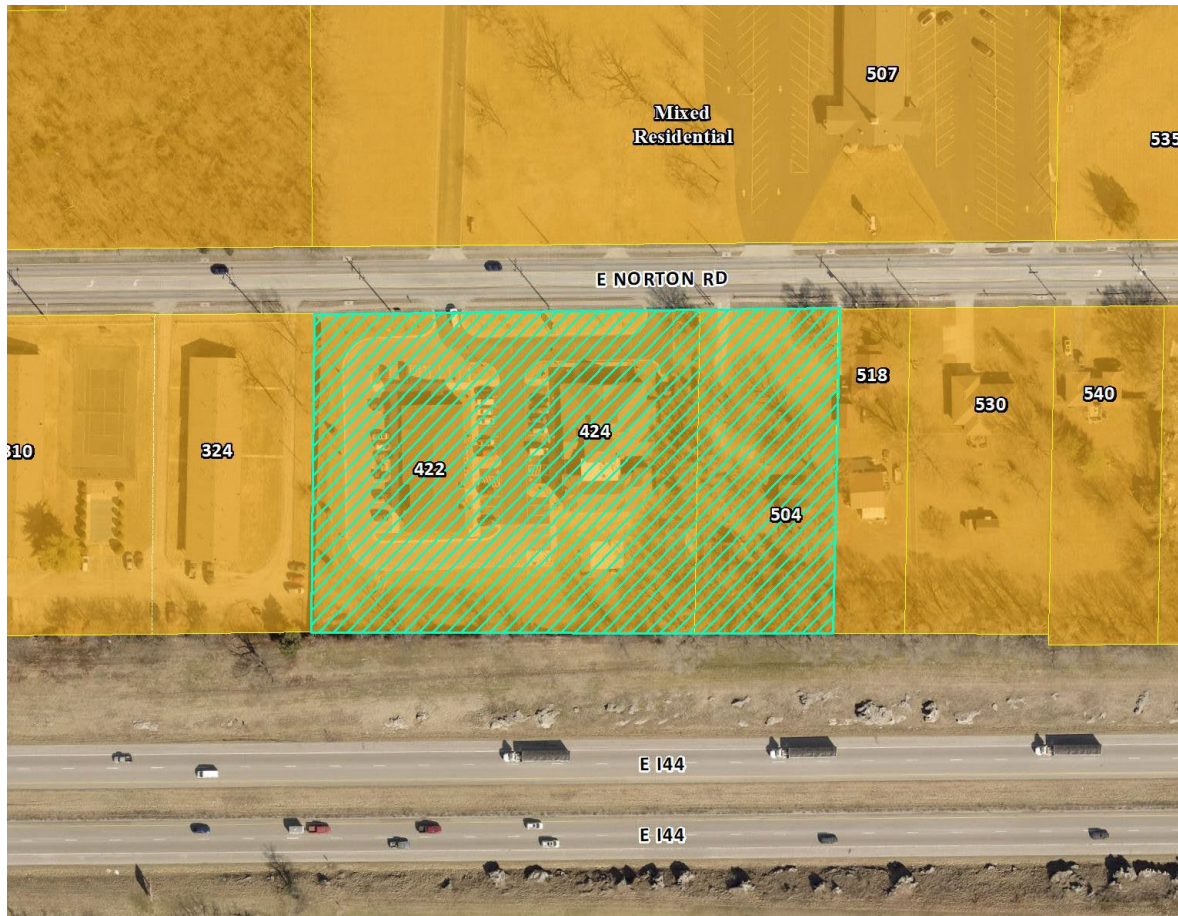
The subject property is located within *ForwardSGF's* Mixed Residential Placetype, which applies to all of the property to the north and south of E. Norton Road between N. Summit Avenue (to the east) and N. Grant Avenue (to the west). This Placetype, typically located near major employment or activity centers, is primarily used for higher density single-family attached and multifamily residential dwellings, including townhomes, rowhomes, duplexes, apartments, student housing, and single-family detached homes that have been converted into multiunit dwellings. Nonresidential supporting land uses include parks and open space, public and private schools, and places of worship, as well as low-intensity urban agriculture and neighborhood-serving commercial uses. Based on the mix of residential densities supported within this Placetype, new construction is intended to utilize thoughtful building and site design which reflects, complements, and/or enhances the character of the area and the adjacent streetscape.

The R-MD, Medium-density multifamily residential district, as requested by the applicant via Z-12-2023, accommodates a mix of residential dwelling types at densities up to 29 dwelling units per acre. This district is intended to serve as a transition between major streets or commercial areas and nearby lower density residential areas. Reflecting the intent to act as a transition, this district prohibits the construction of new detached single-family dwellings so as to not preempt multifamily projects with less intense development not befitting this zoning designation. This district also permits certain other nonresidential uses necessary to serve the governmental, educational, religious, recreational, or other needs of a given neighborhood or area. In addition, a small number of conditional uses, including transitional service shelters, may be permitted with the approval of a Conditional Use Permit.

Based on the variety of residential dwelling types and low-intensity nonresidential uses permitted within the R-MD district, staff has determined that the requested rezoning from the R-SF, Single-family residential district to the R-MD, Medium-density multifamily residential district is generally compatible with the objectives and intent of the *Comprehensive Plan*.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES													
	Single Family Detached	Single Family Attached	Multifamily	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Major Retail Sales & Service	Public & Private Schools & Innovation Spaces	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry
Residential Neighborhood	●	○	◇	○	◇	◇	○							
Mixed Residential	●	●	○	○	◇	◇	○							
Downtown			●	○	○	○	●	○	○	○				
Mixed-Use	○	○	●	○	○	○	●	○						
City Corridor			●	○	○	○	●	○	○	○				
Institutional & Employment Center			○	○	○	○	○	○	○	○				
Business Flex				○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics				○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation			●	●	○									

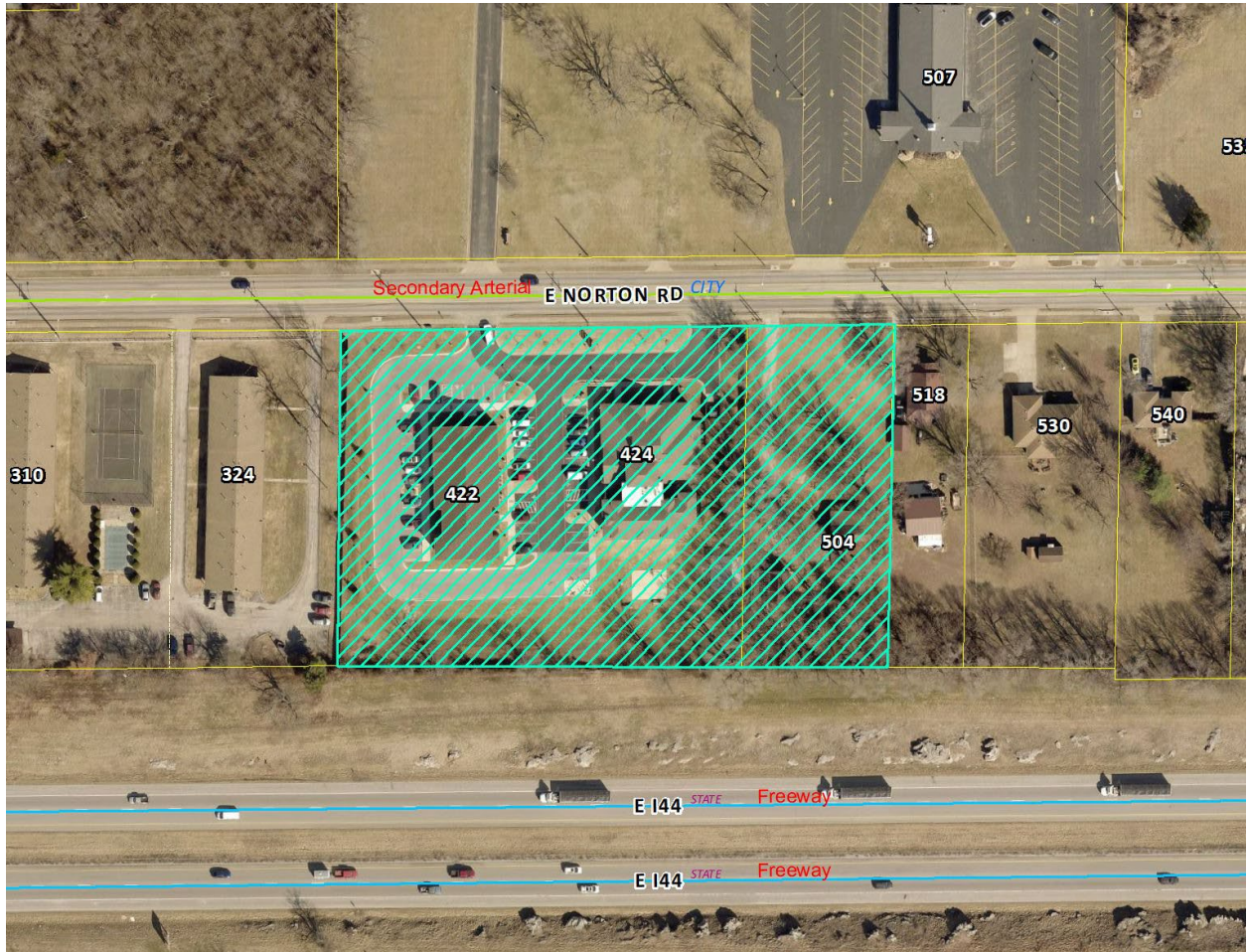
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF, R-LD	N/A	R-SF	R-HD
LAND USE	Place of worship, Assisted living community	N/A	Single-family dwelling	Multifamily dwellings
PLACETYPES	Mixed Residential	N/A	Mixed Residential	Mixed Residential

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No issues with the proposed Conditional Use Permit.
2. CITY UTILITIES:
No issues with the proposed Conditional Use Permit.

DEVELOPMENT REVIEW STAFF REPORT

3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues with the proposed Conditional Use Permit; however, this property was part of a City tax bill project in 2011 which may incur additional fees when obtaining a building permit. This property is in Sewer District 230 of Section 6 and is subject to a Sewer Extension Cost Recovery (SECR) fee. The original sewer tax bill #53192a, filed in 2011, was reduced by \$17,192.45 by entering into a SECR agreement. SECR agreements are issued for SFR properties. If the property owner is adding any additional water meters, rezoning, or increasing the water meter size, a \$6,700 SECR fee will be collected per meter, not to exceed the total reduction. The SECR fee would be added to the sewer permit when building plans are submitted. Any applicable SECR fee shall be in addition to any other connection or other fees which may be applicable to such water meter installation under other City Ordinances or regulations.

4. FIRE DEPARTMENT:

No issues with the proposed Conditional Use Permit. The installation of fire hydrants and fire access lanes shall comply with the 2018 IFC.

5. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Pea Ridge Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **is not applicable because the site is built out. The detention of new impervious area runoff needs to be captured through the basin located at 422 and 424 E. Norton Road.** The property **does not have a stream buffer on site.**

Public Works – 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:

- a. 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 (fee in lieu of detention is not applicable in this case).
 - i. At the time of development, detention is required based on the drainage to MODOT right-of-way on I-44. The site will be given credit for the existing

DEVELOPMENT REVIEW STAFF REPORT

- house and driveway. Detention would be required for any additional impervious surface area added.
- ii. If 504 E. Norton Road is combined with 422 E. Norton Road, the detention basin on 422 E. Norton Road can be expanded/modified to account for the additional impervious area once development is designed.
- b. The City of Springfield only allows three acceptable methods of discharge for stormwater if a property has been modified to increase the amount, location, or character of discharge per Chapter 2 Sec. 4.1.4.
- i. To a public right-of-way (1); a recorded drainage easement, continuing to a public right-of-way or public drainage system (2); or a certified natural watercourse (3).
 - ii. If none of the three options are available then the development must be modified so that the amount, location, or character of discharge is not changed, or a downstream easement must be obtained.

Water Quality Requirements:

- a. 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 one acre or greater. Including projects less than one acre that are part of a larger common plan of development or sale that will disturb one or more acres of the life of the project. Chapter 10 Sec. 2.0.

Additional Stormwater Standards to be met:

- a. 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.
- b. As-builts of the detention and water quality improvements are required. We would like the following as-built notes on the plans:
 - i. 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 measures.
- c. Operation and maintenance (O&M) 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.
- d. 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.
 - i. Existing gravel surfaces meeting the above definition are eligible for 50% credit.

DEVELOPMENT REVIEW STAFF REPORT

6. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

Street Classification, Right-Of-Way, and Jurisdiction:

City's Transportation Plan classifies E. Norton Road as a Secondary Arterial roadway. The standard right-of-way width from the centerline of E. Norton Road is 35 feet. It appears additional right-of-way is needed along E. Norton Road. A survey is recommended to determine the exact amount of existing right-of-way. E. Norton Road is a city-maintained street.

Traffic Counts & On-Street Parking:

There is no recent traffic count for E. Norton Road. On-street parking is not allowed along E. Norton Road.

Driveway Access:

There is currently one driveway access point onto the property from E. Norton Road. The existing driveway access point to this property will need to be removed. All access to this property will need to come from the property to the west.

Sidewalk:

There is existing sidewalk along the property frontage of E. Norton Road.

Trails, Bus Stops, and Additional Information:

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are bus stops along E. Norton Road near this property.

Improvements:

No improvements are required for this Conditional Use Permit. A Traffic Impact Study is not required.

Traffic – Table 1: Rezoning Details

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	E. Norton Road	Secondary Arterial	No	30	35

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant, Good Samaritan Boys Ranch Foundation, has requested this Conditional Use Permit in conjunction with a request to rezone 504 E. Norton Road from R-SF, Single-family residential district to R-MD, Medium-density multifamily residential district (Z-12-2023). The foundation intends to demolish the existing single-family home located at 504 E. Norton Road and to redevelop the site for use as a donation drop-off center

DEVELOPMENT REVIEW STAFF REPORT

associated with the transitional service shelter already present at 422 and 424 E. Norton Road. The donation drop-off center would largely mimic an office, with a small warehouse/storage space proposed for the storage of goods donated to the shelter and its residents as they transition into independent living.

2. A site plan has been provided (Attachment 3) depicting the proposed expansion of this development. Note that the applicant has proposed a number of off-street parking stalls in excess of the minimum required by Code. In addition, a 20-foot-wide bufferyard C will be installed along the east property line, which will include a new six-foot wood privacy fence despite not being required by Code. This fence will act as a form of screening for the proposed parking stalls, which will face the east property line. The applicant has located a screened trash enclosure to the south end of the site, away from public right-of-way and adjacent properties.
3. Staff has determined that the requested rezoning and Conditional Use Permit are in general alignment with the objectives and intent of the *Comprehensive Plan's* Mixed Residential Placetype as outlined on page five, above.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the *Comprehensive Plan's* Mixed Residential Placetype and the development's compliance with the standards of approval below (Attachment 2), contingent upon the approval of Z-12-2023 (rezoning 504 E. Norton Road to R-MD, Medium-density multifamily residential district).

PLANNING AND ZONING OPTIONS:

The Planning and Zoning Commission shall make one of the following recommendations in connection with each proposed conditional use:

1. Recommend against the proposed conditional use.
2. Recommend approval of the proposed conditional use.
3. Recommend approval of the proposed conditional use together with recommendations which, in the judgment of the Planning and Zoning Commission, will protect adjacent property and ensure that the proposed conditional use is consistent with the purpose and intent of this article.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1 CONDITIONAL USE PERMIT NO. 473

1. The transitional service shelter and associated donation drop-off center shall comply with all of the standards listed in Attachment 2.
2. The transitional service shelter and associated donation drop-off center shall be permitted in substantial conformance with Attachment 3.
3. All other standards of the Zoning Ordinance and other applicable Ordinances shall be adhered to.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 2 STANDARDS FOR CONDITIONAL USE PERMIT NO. 473

Sec. 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's response:
1. The proposed conditional use will be consistent with the adopted policies in the Springfield <i>Comprehensive Plan</i> .	We see no deviations from the adopted policies of the Springfield <i>Comprehensive Plan</i> .	Staff has concluded that the proposed conditional use within the requested R-MD district (Z-12-2023) is in general alignment with the <i>Comprehensive Plan's</i> Mixed Residential Placetype designation.
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 donation center and associated office space should not add any significant traffic to the existing area. It will be providing support services for their adjacent development.	Public Works – Traffic has reviewed the proposed conditional use and has determined that it will not adversely affect the safety of the motoring public or of pedestrians using the facility or within the immediate surroundings of the proposal. As part of Traffic's requirements for this proposal, the donation drop-off center must take access from E. Norton Road utilizing the existing access drive located at 422 and 424 E. Norton Road.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	All required fire safety control measures will be in place.	The Fire Department has reviewed the proposed conditional use and has not noted any concerns with regard to fire safety and fire control measures. The Fire Department's comments are provided within the Department Comments section of the staff report, above.

DEVELOPMENT REVIEW STAFF REPORT

4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	It is planned for all drainage to flow into the existing detention facilities located at 422 and 424 E. Norton Road.	Public Works – Stormwater has reviewed the proposed conditional use and has provided their comments within the Department Comments section of the staff report, above. Per these comments, and depending on the combination of these lots, detention must either be provided on 504 E. Norton Road or runoff must flow to the existing detention located at 422 and 424 E. Norton Road.
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.	There should not be any additional excessive noises coming from this development. All activities are planned to occur during normal operating times.	Staff does not have any concerns pertaining to the anticipated noise levels associated with the future donation drop-off center, which will largely mirror the noise level associated with an office.
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.	On-site lighting will be designed to meet the existing City requirements.	All future stationary lighting will be required to be meet the requirements and limitations of Section 36-484, Exterior lighting, which will limit the spillover of light along the eastern property line of 504 E. Norton Road due to the adjacent residential zoning/land use. In addition, any future parking stalls which face the east property line will be screened by the proposed six-foot wood privacy fence to be installed as part of the required bufferyard along this property line.
7. The location, lighting, and type of signs and the relationships of signs to traffic control is appropriate for the site.	Any new signage, lighting, or other site improvements will be designed to not increase or hamper traffic flows into and around the property.	City staff does not have any concerns regarding future signage at this location at this time. Per the site plan provided in Attachment 3, no new detached signage has been identified at this time. All future

DEVELOPMENT REVIEW STAFF REPORT

		signage must comply with the requirements and limitations of Section 36-454, Signs, of the Zoning Ordinance.
8. Such signs will not have an adverse effect on any adjacent properties.	Any new signage will not affect adjacent properties.	Echoing our response to standard (7), all future signage must comply with the requirements and limitations of Section 36-454, Signs.
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.	There should be minimal traffic flow and as such, the existing roads should be adequate.	As noted by Public Works – Traffic, there are no concerns at this time regarding the proposal's impact on traffic in the area; however, Traffic has noted that E. Norton Road's right-of-way width is deficient in this area by approximately five feet.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking, utility facilities, and other matters affecting the public health, safety and general welfare.	We do not see that this development will have any adverse effect on the adjacent properties. This property will provide a supportive use for the adjacent property that is owned by the current landowner.	Staff does not anticipate that the proposed development will adversely impact or be incompatible with the surrounding property. E. Norton Road is a Secondary Arterial roadway and the subject properties are not located in a traditional residential neighborhood. Where this property abuts single-family zoning to the east, a bufferyard, with privacy screening, will be required to be installed.
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	504 E. Norton Road and the adjacent site the west, 422 and 424 E. Norton Road, are under the same landownership; the expansion of facilities into 504 E. Norton Road will provide a supportive function to the adjacent property. The existing six-foot privacy fence will be	Any future construction on 504 E. Norton Road, contingent upon the approval of Z-12-2023, must meet the requirements and limitations of Section 36-383, R-MD, Medium-density multifamily residential district, which will limit the maximum height of the structure based on the side yard setback provided and will require that at least 20% of the total lot

DEVELOPMENT REVIEW STAFF REPORT

whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to: a. The location, nature and height of buildings, structures, wall and fences on the site; and b. The nature and extent of landscaping and screening on the site.	extended along the south property line and along the east property line. Per the City's regulations, a 20-foot-wide landscaped bufferyard will be installed along the east property line.	area be maintained as open space. In addition, due to the adjacent R-SF district to the east, a bufferyard C, at least 15 feet wide and including one (1) canopy tree, two (2) understory trees, two (2) evergreen trees, and ten (10) shrubs every 100 feet, must be installed along the entirety of the east property line.
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	The development will maintain as much of the existing vegetation and grades as possible, in particular along the south and east property lines.	This site lacks significant natural topographic or physical features. As indicated by the applicant, efforts shall be made to preserve existing vegetation where such vegetation is best preserved due to the adjacent R-SF district to the east.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	The property currently has a vacant home on it with some debris. This project will clean up the existing site and should have a positive impact on the adjacent properties.	This site does not contain any significant natural, scenic, or historic features aside from the aforementioned vegetation, which the developer intends to preserve to the greatest extent feasible.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	The proposed development will meet the City's zoning requirements as well as the current Building Codes adopted by the City.	Contingent upon the approval of Z-12-2023, 504 E. Norton Road will indeed meet the minimum lot size requirements for the R-MD district. All other regulations noted within the standard will be enforced as part of the building permit review process, which would occur following the approval of a Conditional Use Permit.
15. The proposed conditional use at the	The project location is next to the owner's transitional	As stated by the applicant, this Conditional Use Permit serves to

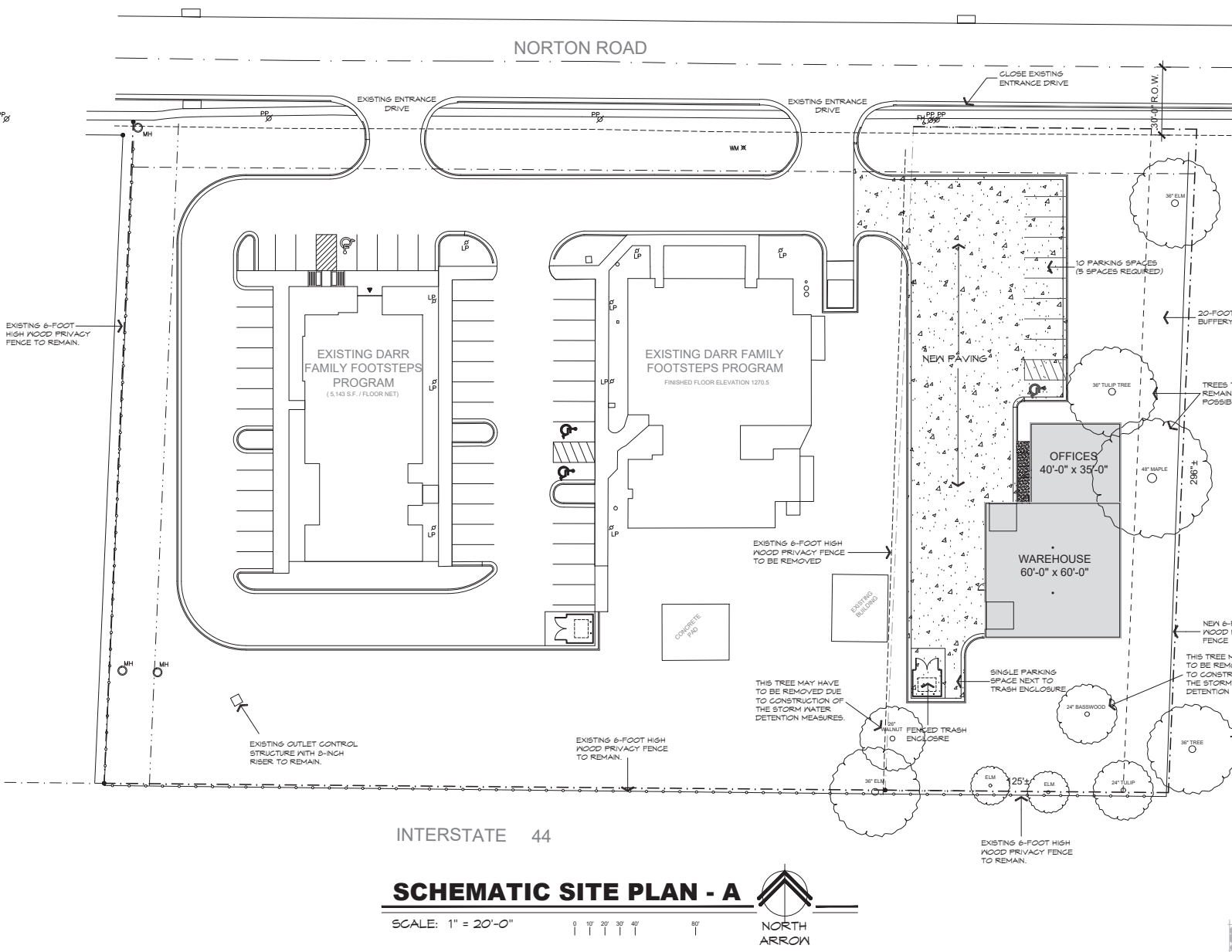
DEVELOPMENT REVIEW STAFF REPORT

specified location will contribute to or promote the welfare or convenience of the public.	housing project and will provide a place for the tenants to obtain needed items as they transition out into their own living quarters.	expand upon the services provided by Good Samaritan Boys Ranch at 422 and 424 E. Norton Road.
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect.	Off-street parking will be provided and screened as required by the Zoning Ordinance.	All off-street parking and loading areas will be reviewed for compliance with the relevant Sections of the Zoning Ordinance during the building permit review process.
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.	This development will share the existing entrance drive with the adjacent transitional housing project.	As indicated by the applicant and required by Public Works – Traffic, the expansion at 504 E. Norton Road will be required to take access to E. Norton Road through the existing access point located at 422 and 424 E. Norton Road.
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.	By sharing the existing entrance drive with the adjacent property, there should be no additional traffic hazards nor hazards to pedestrians.	Echoing the statement by the applicant, staff does not anticipate the creation of traffic or pedestrian hazards as a result of the approval of this Conditional Use Permit.
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	The project is kept out of all known easements, roadways, rail lines, utilities, and public/private rights-of-way.	There is not any known interference with any public rights-of-way or easements.

DEVELOPMENT REVIEW STAFF REPORT

20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	The existing vacant single-family home will be razed to make room for this development.	This Conditional Use Permit will not involve the conversion of existing structures; rather, the existing structure will be demolished.
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.	This project will be served by essential public services in the same manner as their adjacent property.	All property involved in this project are already served by the essential public facilities and services necessary to support such a development.

ATTACHMENT 3



SITE REQUIREMENTS

- ZONING**
- CURRENT ZONING - - - - R-SF
 - PROPOSED ZONING - - - - R-MD
- PROPOSED USE**
- DONATION CENTER
- GRADING**
- EXISTING GRADES WILL BE MAINTAINED TO THE BEST ABILITY SO TO PROTECT AS MANY EXISTING QUALITY TREES AS POSSIBLE AND TO MAINTAIN THE CURRENT DRAINAGE OF THE SITE.
- AREA**
- LAND AREA - - - - 36,620 S.F.
 - BUILDING - - - - 9,000 S.F.
 - PARKING AND DRIVE LANES - - - - 12,850 S.F.
 - IMPERVIOUS - - - - 17,100 S.F.
 - OPEN SPACE - - - - 14,440 S.F.
- PARKING REQUIREMENTS**
- OFFICE SPACE: 1 PER 150 S.F.
 - WAREHOUSE: 1 FOR THE EMPLOYEE
 - TOTAL PARKING REQUIRED: 5
 - PARKING PROVIDED: 11
- SIGNAGE**
- IT IS UNKNOWN AT THIS TIME IF THE OWNER WILL USE THE EXISTING MONUMENT SIGN ON THE ADJACENT PROPERTY OR NOT.
 - IF A NEW MONUMENT SIGN IS BUILT, IT IS TO MEET THE CITY'S SIGN REGULATIONS.
- BUFFERYARD AND LANDSCAPING**
- THE LANDSCAPING AND BUFFERYARD WILL MEET THE ZONING ORDINANCE SECTION 56-402. A LANDSCAPE PLAN WILL BE SUBMITTED AS PART OF THE CONSTRUCTION DOCUMENTS. THE FOLLOWING NOTES OUTLINE WHAT IS REQUIRED:
 - FOOT SIDE BUFFERYARD ALONG THE EAST PROPERTY LINE PER CITY ZONING, THE REQUIRED BUFFERYARD TYPE IS 'C'. THE REQUIRED PLANTINGS PER 100 LINEAL FEET IS AS FOLLOWS:
 - 1. CANOPY TREE
 - 2. UNDERSTORY TREES
 - 3. EVERGREEN TREES
 - 10 SHRUBS
 - EACH EXISTING CANOPY TREE LOCATED WITHIN THE BUFFERYARD AREA WILL COUNT TOWARDS THE REQUIRED PLANTINGS DUE TO THE SIZE OF THE EXISTING TREES. NO ADDITIONAL CANOPY TREES ARE REQUIRED.
 - AS MUCH OF THE EXISTING QUALITY VEGETATION WILL REMAIN AS POSSIBLE.
 - A SIX FOOT TALL PRIVACY WOOD FENCE WILL BE INSTALLED ALONG EAST PROPERTY LINE.
 - THERE IS AN EXISTING WOOD PRIVACY FENCE ALONG THE SOUTH PROPERTY LINE. THIS FENCE WILL REMAIN.
- PROTECTION OF EXISTING TREES**
- TREE PROTECTION WILL CONSIST OF THE INSTALLATION OF FENCING AT THE PERIMETER OF THE TREE CANOPY ADJACENT TO CONSTRUCTION. NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING.
- STORM WATER & EROSION CONTROL MEASURES**
- RUN-OFF FROM THE SITE WILL BE DIRECTED TO THE EXISTING STORM WATER CONTROL MEASURES LOCATED ON THE ADJACENT PROPERTY TO THE WEST. THE SOUTH PART OF THE PROPERTY WILL ONLY BE UTILIZED FOR STORM WATER CONTROL IF REQUIRED.
 - EROSION CONTROLS DURING THE CONSTRUCTION WILL BE INSTALLED AND MAINTAINED DURING THE CONSTRUCTION PROCESS.
 - PLANS FOR THE EROSION CONTROL AND THE STORM WATER MEASURES WILL BE SUBMITTED AS PART OF THE CONSTRUCTION DOCUMENTS.
- SITE LIGHTING**
- THE EXTERIOR SITE LIGHTING WILL MEET THE ZONING ORDINANCE SECTION 56-404. A LIGHTING PLAN WILL BE SUBMITTED TO THE CITY AS PART OF THE CONSTRUCTION DOCUMENTS TO SHOW COMPLIANCE.

SCHEMATIC SITE PLAN - A

SCALE: 1" = 20'-0"

NORTH ARROW

PRELIMINARY

APRIL 27, 2023

1736 E. Sunshine,
Suite 311
Springfield, Missouri
65804
Phone: (417) 883-2720
Fax: (417) 883-0161

MWM

MARSHALL WATERS

ARCHITECTURE PLANNING

MISSOURI STATE CERTIFICATE OF AUTHORIZATION NO. 000728

NEW OFFICE & DISTRIBUTION CENTER

FOR THE

GOOD SAMARITAN BOYS RANCH

504 EAST NORTON ROAD

SPRINGFIELD, MISSOURI

date

4-27-2023

revised

drawn

MEG

checked

BY

comm.

no.

73.03

sheet

of

ATTACHMENT 4
AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: R-SF to R-MD
(existing zoning) (proposed zoning)
2. Meeting Date & Time: April 20, 2023 at 4:00 pm
3. Meeting Location: 420 E. Norton Road
4. Number of invitations that were sent: 26
5. How the mailing list was generated: Generated by the city.
6. Number of neighbors in attendance (attach a sign-in sheet): 0
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

None

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

N/A

I, William Woody (print name), attest that the neighborhood meeting was held on 04/20/2023 (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."

William L_ Woody

Digitally signed by William L_ Woody
DN: C=US, O="Marshall-Waters-Woody Assoc., Inc.",
CN=William L_ Woody, E=bwoody@mwwarch.com
Reason: I attest to the accuracy and integrity of this document
Location: your signing location here
Date: 2023-04-21 15:25:43
Foxit PhantomPDF Version: 9.7.5

Signature of person completing affidavit

William Woody

Printed name of person completing affidavit

Rezoning@504 E. Norton Rd., Springfield, Missouri

20 April 2023

4:00-6:30PM

[illegible]



EXPLANATION TO COUNCIL BILL 2023-135 (MCGULL)

FILED: 05/17/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending Urban Conservation District No. 2, generally referred to as the Rountree Urban Conservation District, to expand the boundary to include additional area to the north and east and to amend the text regarding use, intensity of use, building and lot standards, building orientation, materials, siting and design, access, parking standards, screening, bufferyards, and signage. (Planning and Zoning Commission and Staff recommend approval.) (By: City of Springfield; Area generally bounded by Elm Street, National Avenue, Grand Street and Glenstone Avenue; Z-11-2023/Rountree Urban Conservation District.)

PURPOSE: To amend Urban Conservation District No. 2, Rountree Urban Conservation District to expand the boundary to include additional area to the north and east and to amend the text regarding use, intensity of use, building and lot standards, building orientation, materials, siting and design, access, parking standards, screening, bufferyards, and signage. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: Z-11-2023/ROUNTREE URBAN CONSERVATION DISTRICT

In the Spring of 2015, the Rountree Neighborhood Association Board asked City Council to initiate a review and consider amending the Rountree Neighborhood Plan and the Rountree Urban Conservation District. In January 2017, City Council directed staff to move forward with an update to the Rountree Neighborhood Plan and bring forward recommendations for amendments to the Rountree Urban Conservation District ("UCD"). In the Spring of 2018, H3 Studio Inc. was hired to assist the City with an independent study of the National Avenue and Cherry Street corridors and provide recommendations for planning tools and regulatory strategies that aid in creating the desired development patterns along each corridor with the goal of promoting sustainable, mixed-use, pedestrian-oriented development opportunities. The Rountree Neighborhood Plan, including H3's recommendations, was adopted by City Council in November 2018.

Some of the key recommendations in the Rountree Neighborhood Plan are:

- Expansion of the Rountree Urban Conservation District (UCD) to include additional residential property to the east and north to include Elm Street
- Establish UCD regulations to facilitate the development of building types of complementary scale and character along National Avenue

- Establish UCD regulations to facilitate dense, walkable, mixed-use nodes along National Avenue at Elm/Cherry Street and Grand Street to support National Avenue as a future Public Transportation Corridor
- Amend the Rountree UCD to incorporate design-based principles to guide development along Cherry and Elm Streets
- Establish UCD regulations to support mixed-uses along Cherry and Elm Streets between National Avenue and the railroad tracks
- Pursue adoption of residential infill and rehabilitation development guidelines through an amendment to the Rountree UCD to ensure remodels and infill development are of the desired quality and character for the neighborhood
- Consider expansion of the Cherry/Pickwick Commercial Area to include additional properties to the west on Cherry, north on Pickwick and along Elm Street.
- Establish UCD regulations to continue to support mixed-use development and re-investment that focuses more on form and design than land use within the Cherry/Pickwick neighborhood commercial node.

The process to update the Rountree Urban Conservation District, which was originally designated in 1985, began in 2018 after the adoption of the Neighborhood Plan.

If approved, this amendment would expand the boundaries of the Rountree UCD to the north to include both sides of Elm Street and to the east to include additional properties along Kentwood and Fairway east of Delaware Avenue. This amendment will also modify the text within the UCD to modernize the regulations to be consistent with the recommendations of the Rountree Neighborhood Plan and Forward SGF Comprehensive Plan which focus on form and design and creating quality places.

Two stakeholder committees met approximately 15 times over the past several years during the development of this proposed amendment with a public open house held in December 2022 to share the recommendations of staff and the committees with the rest of the neighborhood.

Staff recommends approval of this amendment to the Rountree Urban Conservation District based on its consistency with the recommendations of the Rountree Neighborhood Plan and Forward SGF Comprehensive Plan.

REMARKS: The Planning and Zoning Commission held a public hearing on May 11, 2023, and recommended to approve, by a vote of 8 to 0.

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

Submitted By: Alana Owen, Senior City Planner



Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 5/31/2023

- Attachments:**
1. Z-11-2023 Rountree Urban Conservation District_ord
 2. Z-11-2023_Exh A
 3. Z-11-2023_Exh B
 4. Z-11-2023_Exh C

One-rdg. _____
P. Hrngs. X
Pgs. 71
Filed: 05-30-23

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-135

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code and Urban Conservation
2 District No. 2, generally referred to as the Rountree Urban Conservation
3 District, by rezoning an area of land generally bounded by National
4 Avenue on the west, Grand Street on the south, Glenstone Avenue on
5 the east, and Elm Street on the north, to expand the boundary of Urban
6 Conservation District No. 2 and to adopt a new set of Rules and
7 Regulations pertaining to land uses within said District; and adopting an
8 updated Official Zoning Map. (Planning and Zoning Commission and
9 Staff recommend approval.)
10 _____
11

12 WHEREAS, City Council adopted the Rountree Neighborhood Plan ("Original
13 Plan") and established the Rountree Urban Conservation District ("District") on July 22,
14 1985; and
15

16 WHEREAS, City Council adopted Resolution 10204 on March 23, 2015, initiating
17 review and modification of the Plan and District; and
18

19 WHEREAS, City Council adopted Resolution 10331 on June 20, 2017, initiating
20 amendments to the District; and
21

22 WHEREAS, City Council adopted Resolution 10393 on August 7, 2018, declaring
23 an intent to consider expansion of the District to include additional property to the north
24 and east of the District; and
25

26 WHEREAS, City Council adopted an updated Rountree Neighborhood Plan
27 ("Updated Plan") by Resolution 10414 on November 19, 2018, and this Updated Plan
28 included recommendations related to the expansion of the District and amendments to
29 the District's regulations; and
30

31 WHEREAS, public meetings have been held, and input has been received from
32 stakeholders regarding the expansion of the District and modification of the District's
33 regulations; and

34 WHEREAS, following proper notice, a public hearing was held before the
35 Planning and Zoning Commission on May 11, 2023, a copy of the Record of
36 Proceedings from said public hearing being attached hereto and incorporated herein by
37 this reference as "Exhibit B," and the Commission recommended approval of the
38 expansion of the District boundaries and amendments to the District's regulations; and
39

40 WHEREAS, proper notice has been given of a public hearing before City Council
41 and said hearing was held in accordance with the law.
42

43 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
44 SPRINGFIELD, MISSOURI, as follows, that:
45

46 Section 1 – All prior Ordinances setting forth the Rules and Regulations
47 pertaining to land uses within Urban Conservation District No. 2 are repealed in their
48 entirety.
49

50 Section 2 – The property described in "Exhibit A," attached hereto and
51 incorporated herein by this reference, is hereby designated as Urban Conservation
52 District No. 2. Springfield Land Development Code, Section 36-306, 'Official zoning map
53 and rules for interpretation,' is hereby amended, changed, and modified consistent with
54 this Ordinance.
55

56 Section 3 – City Council hereby directs the City Manager, or designee, to update
57 the City's digital zoning map to reflect this zoning designation, and City Council adopts
58 the map thereby amended as the Official Zoning Map of Springfield, Missouri, as
59 provided for in the Springfield Land Development Code, Section 36-306, 'Official zoning
60 maps and rules of interpretation.
61

62 Section 4 – The Official Zoning Map herein adopted shall be maintained and
63 archived in the same digital form in which this Council has approved its adoption.
64

65 Section 5 – The Springfield Land Development Code is hereby amended and
66 modified by the adoption of the Rules and Regulations set forth in "Exhibit C –
67 Attachment 1," which is attached hereto and incorporated herein by this reference, for
68 the property designated Urban Conservation District No. 2 and described in "Exhibit A."
69

70 Section 6 – Savings Clause. Nothing in this Ordinance shall be construed to
71 affect any suit or proceeding now pending in any court or any rights acquired, or liability
72 incurred nor any cause or causes of action accrued or existing, under any act or
73 ordinance repealed hereby, or shall any right or remedy of any character be lost,
74 impaired, or affected by this Ordinance.
75

76 Section 7 - Severability Clause. If any section, subsection, sentence, clause, or
77 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
78 affect the validity of the remaining portions of this Ordinance. City Council hereby
79 declares that it would have adopted the Ordinance and each section, subsection,

80 sentence, clause, or phrase thereof, irrespective of the fact that any one or more
81 sections, subsections, sentences, clauses, or phrases be declared invalid.

82
83 Section 8 – This Ordinance shall be in full force and effect from and after
84 passage.

85
86 Passed at meeting: _____

87
88 _____
89 Mayor

90
91 Attest: _____, City Clerk

92
93 Filed as Ordinance: _____

94
95
96 Approved as to form: Jill Burris, Assistant City Attorney

97
98
99 Approved for Council action: Jason A. Hays, City Manager

EXHIBIT A
LEGAL DESCRIPTION
Z-11-2023

Rountree Neighborhood UCD Boundary

Beginning at the northwest corner of Lot 5 in O.H. Mitchell's Addition, as recorded, being on the east right-of-way line of National Avenue; thence east along the north line of Lots 5 through 9 in said O.H. Mitchell's Addition and its easterly extension, to a point 4.5 feet east of the northeast corner of said Lot 9 in O.H. Mitchell's Addition; thence south along a line 4.5 feet east of the east line of said Lot 9 to a point 170.5 feet north of the north right-of-way line of Elm Street; thence east along a line 170.5 feet north of said north right-of-way line of Elm Street to a point 104.5 feet east of the east line of said Lot 9 in O.H. Mitchell's Addition; thence south to a point 160.0 feet north of said north right-of-way line of Elm Street; thence east along a line 160.0 feet north of said north right-of-way line of Elm Street, to a point 68.0 feet west of the west line of Lot 13 of Block 1 in Chamberlain's Addition, as recorded; thence north to a point 244.5 feet north of said north right-of-way line of Elm Street; thence east 68 feet to the east line of Lot 12 of Block 1 in said Chamberlain's Addition; thence south along the west line of said Block 1 in Chamberlain's Addition, to the northwest corner of Lot 13 of Block 1 in said Chamberlain's Addition being on the south line of an alley; thence east along the south line of said alley to the northeast corner of Lot 15 of Block 1 in said Chamberlain's Addition; thence north to the southwest corner Lot 9 of Block 1 in said Chamberlain's Addition; thence north 100.0 feet along the west line of said Lot 9; thence east to the east line of Lot 7 of Block 1 in said Chamberlain's Addition, to a point 100.0 feet north of the southeast corner of said Lot 7, being on the west right-of-way line of Fremont Avenue; thence south along said west right-of-way line to the northeast corner of Lot 18 of Block 1 in said Chamberlain's Addition; thence east to the northwest corner of Lot 20 of Block 1 in Chamberlain's Addition, being on the east right-of-way line of Fremont Avenue; thence east along the north line of Lots 20 through 25 of Block 1 in said Chamberlain's Addition, to the northeast corner of said Lot 25, being on the westerly right-of-way line of the Burlington Northern and Santa-Fe Railway Company; thence northeasterly, perpendicular from said westerly right-of-way line a distance of 25.0 feet; thence southeasterly to a point on the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company, said point being the westerly extension of the north line of Lot 7 in Arlington Heights, as recorded; thence east along said westerly extension of the north line of said Lot 7, to the northwest corner of said Lot 7; thence north along the west line of Lot 6 in said Arlington Heights to the north line of the south 130.5 feet of said Lot 6; thence east along the north line of the south 130.5 feet of said Lot 6 and the south 130.5 feet of the west 46.0 feet of Lot 5 in Arlington Heights to the west right-of-way line of Weller Avenue; thence south along said west right-of-way line of Weller Avenue to a point 50.0 feet north of the south line of said Lot 5 in Arlington Heights; thence east along a line 50.0 feet north of the south line of Lot 5, Lot 4 and the west half of Lot 3 in said Arlington Heights; thence south along the east line of the west half of said Lot 3 to the north line of Lot 10 in said Arlington Heights; thence east along the north line of Lots 10 through 12 and its easterly extension to the northwest corner of

Lot 36 in East Elm Street Addition, as recorded; thence south along the west line of said Lot 36 in East Elm Street Addition, to a point on the north line of the south 180.0 feet of said Lot 36; thence east along the north line of the south 180.0 feet of said Lot 36 and Lot 35 to a point 10.0 feet east of the west line of said Lot 35 in said East Elm Street Addition; thence south along the east line of the west 10.0 feet of said Lot 35 to the north line of the south 160.0 feet of said Lot 35; thence east along the north line of the south 160.0 feet of Lots 35 through 31 to the east line of said Lot 31; thence north along the east line of said Lot 31 to the northeast corner of said Lot 31; thence east along the north line of Lots 30 through 23 to the northeast corner of said Lot 23 in East Elm Street Addition; thence east to the northwest corner of Lot 20 in said East Elm Street Addition; thence east along the north line of Lots 20 and 19 and its easterly extension to a point 105.5 east of the northeast corner of said Lot 19 in said East Elm Street Addition; thence south to a point 105.5 feet east of the northeast corner of Lot 54 in said East Elm Street Addition, being on the south right-of-way line of Elm Street; thence east along said south right-of-way line to a point 210.0 feet west of the west right-of-way line of Glenstone Avenue; thence south along a line 210.0 feet west of the west right-of-way line of Glenstone Avenue to the north right-of-way line of Cherry Street; thence south to a point 15.0 feet west of the northeast corner of Lot 21 in Burks' Subdivision, as recorded, being on the south right-of-way line of Cherry Street; thence west along said south right-of-way line to the northeast corner of Lot 5 in the Amended Plat of Dundee Reserve Addition, as recorded; thence south along the east line of Said Lot 5 to the southeast corner of said Lot 5; thence east along the south line of Lot 4 in said Amended Plat of Dundee Reserve Addition to the southeast corner of said Lot 4; thence southeasterly along the northeasterly lines of Lots 8 through 10 to the northeastern corner of said Lot 10; thence east to the southeast corner of Lot 2 in said Amended Plat of Dundee Reserve Addition; thence south along the east line of Lots 11 through 13 in said Amended Plat of Dundee Reserve Addition to the northerly right-of-way line of Kentwood Avenue; thence southeasterly along said northerly right-of-way line of Kentwood Avenue to the intersection of the north right-of-way line of Monroe Street; thence southeasterly to the northwest corner of Lot 17 in said Burk's Subdivision being on the south right-of-way line of Monroe Street; thence east along said south right-of-way line of Monroe Street to the northeast corner of said Lot 17 in Burk's Subdivision; thence south along the east line of Lots 17 through 12 in said Burks's Subdivision to the southeast corner of said Lot 12; thence west along the south line of said Lot 12 to the southwest corner of said Lot 12 being on the east right-of-way line of Kentwood Avenue; thence south along said east right-of-way line of Kentwood Avenue to the northerly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence southwesterly to the intersection of the southerly right-of-way line of said Burlington Northern and Santa Fe Railway Company and the south right-of-way line of Madison Street; thence southeasterly, along said Burlington Northern and Santa Fe Railway Company right-of-way line to the intersection with the easterly extension of the north line of Lot 1 in Second Addition to Parkhazel, as recorded; thence west along said westerly extension, to a point 40.0 feet east of the northeast corner of Lot 1 in said Second Addition to Parkhazel; thence south on a line 40.0 feet east of said Second Addition to Parkhazel to the northwest corner of Lot 101 in First Addition to Parkhazel, as recorded; thence east along the north line of said Lot 101 to the northeast corner of

said Lot 101; thence south along the east line of said Lot 101 to the southeast corner of said Lot 101, being on the north right-of-way line of Lombard Street; thence southeasterly to the northeast corner of Lot 73 in Parkhazel Addition, as recorded, being on the south right-of-way line of Lombard Street; thence south along the east line of Lots 73 through 78 in said Parkhazel Addition and its southerly extension to the northeast corner of Lot 79 in said Parkhazel Addition, being on the south right-of-way line of Belmont Street; thence east along said south right-of-way line to the centerline of an alley vacated by Ordinance #383; thence south along said centerline to an intersection with the easterly extension of the north line of Lot 82 in said Parkhazel Addition; thence west along said easterly extension and the north line of said Lot 82 to a point on the east line of the west 107.5 feet of said Lot 82; thence south on the east line of the west 107.5 feet of Lots 82, 83, and 84 in said Parkhazel Addition to the south line of said Lot 84, being on the north right-of-way line of Grand Street; thence southeasterly to the northeast corner of Lot 4 in Grand View, as recorded, on the south right-of-way line of Grand Street; thence south along the east line of said Lot 4 in Grand View to the southeast corner of said Lot 4; thence west along the south line of Lots 4 through 6 in said Grand View to the southwest corner of said Lot 6, being on the east right-of-way line of Kentwood Avenue; thence west to a point on the west right-of-way line of Kentwood Avenue, being on the east line of Lot 6 in Country Club District, as recorded, said point being 150.0 feet south of the south right-of-way line of Grand Street; thence west to a point on the west line of Lot 13 in said Country Club District, 150.0 feet south of the northwest corner of said Lot 13, being on the east right-of-way line of Delaware Avenue; thence southwesterly to the northeast corner of Lot 3 in Hawthorn Place, as recorded, on the west right-of-way line of Delaware Avenue; thence west along the north line of said Lot 3 to the intersection with the southerly extension of the east line of Lots 2 and 3 in said Hawthorn Place; thence north along said southerly extension to the southeast corner of said Lot 2; thence west along the south line of said Lots 2, 23 and 26 in said Hawthorn Place to the southwest corner of said Lot 26, being on the east right-of-way line of Pickwick Avenue; thence southwesterly to the southeast corner of Lot 4 in Home Place, as recorded, on the west right-of-way line of Pickwick Avenue; thence west along the south line of Lot 4 and 12 in said Home Place Addition to the southwest corner of said Lot 12, being on the east right-of-way line of Fremont Avenue; thence northwesterly to the southeast corner of Lot 13 of Block 1 in Sanford Place, as recorded, on the west right-of-way line of Fremont Avenue; thence west along the south line of said Lot 13 and Lots 1 through 6 of Block 1 in said Sanford Place to the southwest corner of said Lot 6, being on the east right-of-way of Kickapoo Avenue; thence north along said east right-of-way line of Kickapoo Avenue to the northwest corner of said Lot 6 of Block 1 in said Sanford Place; thence north to a point on the north right-of-way line of Grand Street, said point lying 11.25 feet west of the southwest corner of Lot 17 in Dream-Wold Place, as recorded, being on the east right-of-way line of Kickapoo Avenue; thence westerly along said north right-of-way line of Grand Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

Subarea A

Beginning at the northwest corner of Lot 5 in O.H. Mitchell's Addition, as recorded, being on the east right-of-way line of National Avenue; thence east along the north line of Lots 5 through 9 in said O.H. Mitchell's Addition and its easterly extension, to a point 4.5 feet east of the northeast corner of said Lot 9 in O.H. Mitchell's Addition; thence south to a point 4.5 feet east of the southeast corner of said Lot 9 in O.H. Mitchell's Addition, being on the north right-of-way line of Elm Street; thence south to the northeast corner of Lot 9 in Elmwood Ralph Walkers Subdivision as recorded, being on the south right-of-way line of Elm Street; thence south along the east line of Elmwood Ralph Walkers Subdivision to the southeast corner of Lot 8 in said Elmwood Ralph Walkers Subdivision, being on the north right-of-way line of Cherry Street; thence southeasterly to the northeast corner of the west 86.3 feet of the east 345.2 feet of the north 208.33 feet of Lot 12 in George M. Jones 1st Addition, as recorded, being on the south right-of-way line of Cherry Street; thence south along the east line of the west 86.3 feet of the east 345.2 feet of the north 208.33 feet of said Lot 12 in George M. Jones 1st Addition to the north line of Lot 3 in Noland Subdivision, as recorded; thence west along the north line of said Noland Subdivision, to a point 3.75 feet west of the northeast corner of Lot 1 in said Noland Subdivision; thence south to a point 3.75 feet west of the southeast corner of said Lot 1, being on the north right-of-way line of Harrison Street; thence west along said north right-of-way line of Harrison Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

And also the following;

Beginning at a point 80.0 feet east of the northwest corner of Lot 8 in George M. Jones 1st Addition, as recorded, being on the east right-of-way line of National Avenue, and the south right-of-way line of Page Street; thence east along said south right-of-way line of Page Street, to a point 154.95 feet west of the west right-of-way line of Kickapoo Avenue; thence south to a point on the north line of the south 208.33 feet of said Lot 8; thence west along said north line to a point 456.0 feet west of the east right-of-way line of National Avenue; thence south to a point 456.0 feet west of the west right-of-way line of National Avenue on the north right-of-way line of Belmont Street; thence southwesterly to the northeast corner of Lot 12 in Normal View Place, as recorded, being on the south right-of-way line of Belmont Street; thence south along the east line of said Lot 12 to the southeast corner of said Lot 12; thence south to the northeast corner of Lot 17 in said Normal View Place; thence east along the easterly extension of the north line of said Lot 17 to a point on the west line of Lot 21 in said Normal View Place; thence south along the west line of said Lot 21 and Lot 20 in said Normal View Place, to the northwest corner of Lot 19 in said Normal View Place; thence east along the north line of said Lot 19 to the northeast corner of the west 49.83 feet of said Lot 19; thence south to a point 49.83 feet east of the southwest corner of Lot 18 in said Normal View Place, on the north right-of-way line of Grand Street; thence westerly along said north right-of-way line of Grand Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

Subarea B

Beginning at the northwest corner of Lot 1 in Wells Place, as recorded, being on the east right-of-way line of National Avenue, and the south right-of-way line of Harrison Street; thence east along said south right-of-way line of Harrison Street, to the northeast corner of said Lot 1 in Wells Place; thence south along the east line of Lots 1 through 8 in said Wells Place to the southeast corner of said Lot 8, also being the northeast corner of Lot 1 in Lena V. Taylor Addition, as recorded; thence south along the east line of Lots 1 through 4 in said Lena V. Taylor Addition to the southeast corner of said Lot 4, also being the northeast corner of Lot 1 in Madison Place, as recorded; thence south along the east line of Lots 1 through 4 in said Madison Place to the southeast corner of said Lot 4, being on the north right-of-way line of Madison Street; thence south to the northeast corner of Lot 1 in Andrus Place, as recorded, being on the south right-of-way line of Madison Street; thence south along the east line of Lots 1 through 6 in said Andrus Place to the southeast corner of said Lot 6, also being the northwest corner of Lot 10 in said Andrus Place; thence east along the north line of said Lot 10 to the northeast corner of said Lot 10, being on the west right-of-way line of McCann Avenue; thence south along said west right-of-way line to the southeast corner of Lot 9 in said Andrus Place, being on the north right-of-way line of Page Street; thence west along said north right-of-way line of Page Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

Subarea C

Beginning at the northwest corner of Lot 20 of Block 1 in Chamberlain's Addition, as recorded, being on the east right-of-way line of Fremont Avenue; thence east along the north line of Lots 20 through 25 of Block 1 in said Chamberlain's Addition, to the northeast corner of said Lot 25, being on the westerly right-of-way line of the Burlington Northern and Santa-Fe Railway Company; thence perpendicular, northeasterly from said westerly right-of-way line a distance of 25.0 feet; thence southeasterly, parallel with said westerly right-of-way line, a distance of 140.0 feet; thence southwest 25.0 feet perpendicular to said westerly right-of-way line; thence southeasterly, along said Burlington Northern and Santa Fe Railway Company right-of-way line, to a point on the west right-of-way line of Weller Avenue, said point being the northeast corner of Lot 1 of Block 2 in Pickwick Place, as recorded; thence south along said west right-of-way line of Weller Avenue, to the southeast corner of Lot 2 of Block 2 in said Pickwick Place; thence west along the south line of said Lot 2 to the centerline of the alley vacated in Book 29 at Page 491 in said Block 2 ; thence south along the centerline of said vacated alley to the intersection of the easterly extension of the south line of Lot 18 of Block 2 in said Pickwick Place; thence west along said south line of said Lot 18 of Block 2 and its easterly extension, to the southwest corner of Lot 6 of Block 3 in said Pickwick Place; thence north along the west line of Lots 6, 5, and 4 of Block 3 in said Pickwick Place, to the northwest corner of said Lot 4; thence west to the southeast corner of Lot 15 of Block 3 in Pickwick Place; thence west along the south line of said Lot 15 to the southwest corner of said Lot 15, on the east right-of-way line of Fremont Avenue; thence north along the east right-of-way line of Fremont Avenue to the northwest corner

of Lot 13 of Block 3 in said Pickwick Place, on the south right-of-way line of Cherry Street; thence northwesterly to the southwest corner of Lot 12 of Block 2 in Chamberlain's Addition, being on the north right-of-way line of Cherry Street; thence north along the west line of said Block 2 in said Chamberlain's Addition to the northwest corner of Lot 14 in said Chamberlain's Addition, being on the south right-of-way line of Elm Street; thence northeasterly to the southwest corner of Lot 20 of Block 1 in said Chamberlain's Addition, on the north right-of-way line of Elm Street and the east right-of-way line of Fremont Avenue; thence north along said east right-of-way line to the point of beginning.

Subarea D

Beginning at a point 4.5 feet east of the southeast corner of Lot 9 in O.H. Mitchell's Addition, as recorded, being on the north right-of-way line of Elm Street; thence north along a line 4.5 feet east of the east line of said Lot 9 to a point 170.5 feet north of said north right-of-way line of Elm Street; thence east along a line 170.5 feet north of said north right-of-way line of Elm Street to a point 104.5 feet east of said Lot 9 in O.H. Mitchell's Addition; thence south to a point 160.0 feet north of said north right-of-way line of Elm Street; thence east along a line 160.0 feet north of said north right-of-way line of Elm Street, to a point 68.0 feet west of the west line of Lot 13 of Block 1 in Chamberlain's Addition, as recorded; thence north to a point 244.5 feet north of said north right-of-way line of Elm Street; thence east 68 feet to the east line of Lot 12 of Block 1 in said Chamberlain's Addition; thence south along the west line of said Block 1 in Chamberlain's Addition, to the northwest corner of Lot 13 of Block 1 in said Chamberlain's Addition being on the south line of an alley; thence east along the south line of said alley to the northeast corner of Lot 18 of Block 1 in said Chamberlain's Addition, on the west right-of-way line of Fremont Avenue; thence south along said west right-of-way line to the southeast corner of said Lot 18, on the north right-of-way line of Elm Street; thence southeasterly to the northeast corner of Lot 1 in the Amended Plat of Walkers Second Subdivision, as recorded, being on the south right-of-way line of Elm Street; thence south along the east line of said Amended Plat of Walkers Second Subdivision to the southeast corner of Lot 14 in said Amended Plat of Walkers Second Subdivision, being on the north right-of-way line of Cherry Street; thence southwesterly to the intersection of the south right-of-way line of Cherry Street and the west right-of-way line of Fremont Street; thence south along said west right-of-way line of Fremont Avenue to the northeast corner of Lot 23 in Zobeth, as recorded; thence west along the north line of Lots 23 through 11 and its westerly extension to a point 11.25 feet west of the northwest corner of said Lot 11 in Zobeth, being on the east right-of-way line of Kickapoo Avenue; thence northwesterly to a point 164.0 feet south of the north line of Lot 12 in George M. Jones First Addition, as recorded, being on the west right-of-way line of Kickapoo Avenue; thence west along the south line of the north 164.0 feet of said Lot 12 to a point 111.75 feet west of the west right-of-way line of Kickapoo Avenue; thence south to a point 184.0 feet south of the north line of said Lot 12; thence west along the south line of the north 184.0 feet of said Lot 12 to a point on the west line of the west 200.0 feet of said Lot 12; thence south to the northeast corner of Noland Subdivision, as recorded; thence west along the north line of said Noland Subdivision, to a point on the west line of the east 259.9 feet of the north 208.33 feet of said Lot 12 in

George M. Jones First Addition; thence north to a point 259.9 feet west of the north east corner of said Lot 12 in George M. Jones First Addition, being on the south right-of-way line of Cherry Street; thence northwesterly to the southeast corner of Lot 8 in Elmwood Ralph Walkers Subdivision, as recorded, being on the north right-of-way line of Cherry Street; thence north along the east side of said Elmwood Ralph Walkers Subdivision to the northeast corner of Lot 9 in said Elmwood Ralph Walkers Subdivision, being on the south right-of-way line of Elm Street; thence north to the point of beginning.

Subarea E

Beginning at the northwest corner of Lot 16 of Block 3 in Pickwick Place, as recorded, on the east right-of-way line of Fremont Avenue; thence east along the north line of said Lot 16 and its easterly extension to the northwest corner of Lot 4 of Block 3 in said Pickwick Place; thence south along the west line of Lots 4, 5 and 6 of said Block 3 to the northwest corner of Lot 7 of said Block 3; thence east along the north line of said Lot 7 and the north line of Lot 19 of Block 2 in said Pickwick Place and its easterly extension to the centerline of an alley vacated in Book 29 at Page 491 in said Block 2; thence north along said centerline to the westerly extension of the south line of Lot 2 of said Block 2; thence east along said westerly extension and south line of Lot 2 to the southeast corner of said Lot 2, on the west right-of-way line of Weller Avenue; thence northeasterly to the intersection of the west line of Lot 14 of Block 1 in said Pickwick Place and the westerly right-of-way line of the Burlington Northern and Santa Fe Railway Company, being on the east right-of-way line of Weller Avenue; thence southeasterly, along said westerly right-of-way line to the intersection with the north line of the south 150.0 feet of the east 50.0 feet of Lot 7 of Block 1 in Philips' Addition, as recorded; thence west along said north line to a point on the west line of the east 50.0 feet of said Lot 7; thence south along said west line to a point 50.0 feet west of the southeast corner of said Lot 7, on the north right-of-way line of Monroe Terrace; thence southeasterly to a point 30.0 feet west of the northeast corner of Lot 19 of Block 2 in said Philips' Addition, on the south right-of-way line of Monroe Terrace; thence south to a point 30.0 feet west of the southeast corner of said Lot 19; thence west along the south line of said Lot 19 to a point 20.0 feet east of the northwest corner of Lot 7 of Block 2 in said Philips' Addition; thence south to a point 20.0 feet east of the southwest corner of said Lot 7, on the north right-of-way line of Madison Street; thence southeasterly to the northeast corner of Lot 5 in Rollston-Luster Place, on the south right-of-way line of Madison Street; thence south along the east line of said Lot 5 to the southeast corner of said Lot 5; thence west along the south line of said Lot 5 to a point 250.0 feet east of the east right-of-way line of Delaware Street; thence south to a point to a point 250.0 feet east of the east right-of-way line of Delaware Street on the north right-of-way line of Page Street, a private street; thence southeasterly to a point on the south right-of-way line of Page Street, being 280.0 feet east of the east right-of-way line of Delaware Avenue; thence south to a point on the north side of a 15.0 foot alley as shown on First Addition to Parkhazel Addition, being 280.0 feet east of the east right-of-way line of Delaware Avenue; thence southwesterly, to the northwest corner of Lot 117 in said First Addition to Parkhazel Addition, on the south side of said 15.0 foot alley; thence south along the west line of said Lot 117 to the southwest corner of said Lot 117,

on the north right-of-way line of Lombard Street: thence southeasterly to the northeast corner of Lot 24 in Parkhazel Addition, as recorded, on the west right-of-way line of Fairway Avenue; thence south along said west right-of-way line to the southeast corner of Lot 13 in said Parkhazel Addition, on the north right-of-way line of Grand Street; thence south to the northeast corner of Lot 11 in Country Club District, as recorded, on the south right-of-way line of Grand Street; thence south along the east line of said Lot 11 to a point on the south line of the north 150.0 feet of said Lot 11; thence west to a point on the west line of Lot 13 in said Country Club District, 150.0 feet south of the northwest corner of said Lot 13, being on the east right-of-way line of Delaware Avenue; thence southwesterly to the northeast corner of Lot 3 in Hawthorn Place, as recorded, on the west right-of-way line of Delaware Avenue; thence west along the north line of said Lot 3 to the intersection with the southerly extension of the east line of Lots 2 and 3 in said Hawthorn Place; thence north along said southerly extension to the southeast corner of said Lot 2; thence west along the south line of said Lots 2, 23 and 26 in said Hawthorn Place to the southwest corner of said Lot 26, being on the east right-of-way line of Pickwick Avenue; thence southwesterly to the southeast corner of Lot 4 in Home Place, as recorded, on the west right-of-way line of Pickwick Avenue; thence west to the southwest corner of said Lot 12, being on the east right-of-way line of Fremont Avenue; thence northwesterly to the southeast corner of Lot 13 of Block 1 in Sanford Place, as recorded, on the west right-of-way line of Fremont Avenue; thence west to the southwest corner of said Lot 6, being on the east right-of-way of Kickapoo Avenue; thence north along said east right-of-way line of Kickapoo Avenue to the northwest corner of said Lot 6 of Block 1 in said Sanford Place; thence north to a point on the north right-of-way line of Grand Street, said point lying 11.25 feet west of the southwest corner of Lot 17 in Dream-Wold Place, as recorded, being the on the east right-of-way line of Kickapoo Avenue; thence westerly along said north right-of-way line of Grand Street to a point 49.83 feet east of the southwest corner of Lot 18 in Normal View Place; thence north to a point 49.83 feet east of the northwest corner of Lot 19 on said Normal View Place; thence west along the north line of said Lot 19 to the northwest corner of said Lot 19; thence north along the west line of Lot 19 through 24 to the northwest corner of said Lot 24, on the south right-of-way line of Belmont Street; thence northeasterly to a point on the north right-of-way line of Belmont Street, being 161.25 feet west of the west right-of-way line of Kickapoo Avenue; thence north to a point on the north line of the south 208.33 feet in Lot 8 of George M. Jones Addition, being 161.25 feet west of the west right-of-way line of Kickapoo Avenue; thence east along said north line to a point 154.95 feet west of the west right-of-way line of Kickapoo Avenue; thence north to a point 154.95 feet west of the west right-of-way line of Kickapoo Avenue on the south right-of-way line of Page Street; thence northwesterly to the southeast corner of Lot 24 in Andrus Place, as recorded, on the north right-of-way line of Page Street; thence west along said north right-of-way line to the southeast corner of Lot 9 in said Andrus Place, on the west right-of-way line of McCann Avenue; thence north along said west right-of-way line to the northeast corner of Lot 10 in said Andrus Place; thence west along the north line of said Lot 10 to the northwest corner of said Lot 10; thence north along the west line of Lots 11 through 16 in said Andrus Place to the northwest corner of said Lot 16 on the north right-of-way line of Madison Street; thence north to the southwest corner of Lot 5 in Madison place, as recorded, on the

north right-of-way line of Madison Street; thence north along the west line of Lots 5 through 8 in said Madison Place to the northwest corner of said Lot 8, also being the southwest corner of Lot 5 in Lena V. Taylor Addition, as recorded; thence north along the west line of Lots 5 through 8 in said Lena V. Taylor Addition to the northwest corner of said Lot 8, also being the southwest corner of Lot 9 in Wells Place, as recorded; thence north along the west line of Lots 9 through 16 in Wells Place to the northwest corner of said Lot 16, on the south right-of-way line of Harrison Street; thence north to the southwest corner of Lot 41 in said Wells Place, on the north right-of-way line of Harrison Street; thence east along said north right-of-way line to a point 3.75 feet west of the southeast corner of said Lot 1 in Noland Subdivision; thence north to a point 3.75 feet west of the northeast corner on the north line of said Noland Subdivision; thence east along said north line to the northeast corner of Lot 4 in said Noland Subdivision; thence north to the south line of the north 184.0 feet of Lot 12 in George M. Jones First Addition, as recorded, being 211.25 feet west of the west right-of-way line of Kickapoo Avenue; thence east along the south line of the north 184.0 feet of said Lot 12 to a point 111.75 feet west of the west right-of-way line of Kickapoo Avenue; thence north to a point 164.0 feet south of said Lot 12; thence east along the south line of the north 164.0 feet of said Lot 12 to the west right-of-way line of Kickapoo Avenue; thence southeasterly to a point 11.25 feet west of northwest corner of Lot 11 in Zobeth, as recorded, being on the east right-of-way line of Kickapoo Avenue; thence east to the northeast corner of Lot 23 in said Zobeth, on the west right-of-way line of Fremont Avenue; thence northeasterly to the point of beginning.

Subarea F

Commencing at the northwest corner of Lot 7 in Arlington Heights, as recorded; thence west on a line of the westerly extension of the north line of said Lot 7, to a point on the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company, for the point of beginning; thence east along said westerly extension of the north line of said Lot 7, to the northwest corner of said Lot 7; thence north along the west line of Lot 6 in said Arlington Heights to the north line of the south 130.5 feet of said Lot 6; thence east along the north line of the south 130.5 feet of said Lot 6 and the south 130.5 feet of the west 46.0 feet of Lot 5 in Arlington Heights to the west right-of-way line of Weller Avenue; thence south along said west right-of-way line of Weller Avenue to a point 50.0 feet north of the south line of said Lot 5 in Arlington Heights; thence east along a line 50.0 feet north of the south line of Lot 5, Lot 4 and the west 52.0 feet of Lot 3 in said Arlington Heights; thence south along the east line of the west 52.0 feet of said Lot 3 to the north line of Lot 10 in said Arlington Heights; thence east along the north line of Lots 10 through 12 and its easterly extension to the northwest corner of Lot 36 in East Elm Street Addition, as recorded; thence south along the west line of said Lot 36 in East Elm Street Addition, to a point on the north line of the south 180.0 feet of said Lot 36; thence east along the north line of the south 180.0 feet of said Lot 36 and the north line of the west 10.0 feet of Lot 35 in said East Elm Street Addition; thence south along the east line of the west 10.0 feet of said Lot 35 to the north line of the south 160.0 feet of the east 40.0 feet of said Lot 35; thence east along the north line of the south 160.0 feet of Lots 35 through 31 to the east line of said Lot 31; thence north along the east line of said Lot 31 to the northeast corner of said Lot 31; thence east along the north line of

Lots 30 through 23 to the northeast corner of said Lot 23 in East Elm Street Addition; thence east to the northwest corner of Lot 20 in said East Elm Street Addition; thence east along the north line of Lots 20 and 19 and its easterly extension to a point 105.5 feet east of the northeast corner of said Lot 19 in said East Elm Street Addition; thence south to a point 105.5 feet east of the southeast corner of said Lot 19, being on the north right-of-way line of Elm Street; thence south to a point 105.5 feet east of the northeast corner of Lot 54 in said East Elm Street Addition, being on the south right-of-way line of Elm Street; thence east along said south right-of-way line to a point 210.0 feet west of the west right-of-way line of Glenstone Avenue; thence south along a line 210.0 feet west of the west right-of-way line of Glenstone Avenue to the north right-of-way line of Cherry Street; thence south to a point 15.0 feet west of the northeast corner of Lot 21 in Burks' Subdivision, as recorded, being on the south right-of-way line of Cherry Street; thence west along said south right-of-way line to the northeast corner of Lot 5 in the Amended Plat of Dundee Reserve Addition, as recorded; thence south along the east line of Said Lot 5 to the southeast corner of said Lot 5; thence east along the south line of Lot 4 in said Amended Plat of Dundee Reserve Addition to the southeast corner of said Lot 4; thence southeasterly along the northeasterly lines of Lots 8 through 10 to the northeastern corner of said Lot 10; thence east to the southeast corner of Lot 2 in said Amended Plat of Dundee Reserve Addition; thence south along the east line of Lots 11 through 13 in said Amended Plat of Dundee Reserve Addition to the northerly right-of-way line of Kentwood Avenue; thence southeasterly along said northerly right-of-way line of Kentwood Avenue to the intersection of the north right-of-way line of Monroe Street; thence southeasterly to the northwest corner of Lot 17 in Burk's Subdivision, as recorded, being on the south right-of-way line of Monroe Street; thence east along said south right-of-way line of Monroe Street to the northeast corner of said Lot 17 in Burk's Subdivision; thence south along the east line of Lots 17 through 12 in said Burks's Subdivision to the southeast corner of said Lot 12 in Burks's Subdivision; thence west along the south line of said Lot 12 to the southwest corner of said Lot 12 being on the east right-of-way line of Kentwood Avenue; thence south along said east right-of-way line of Kentwood Avenue to the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence southwesterly to the intersection of the westerly right-of-way line of said Burlington Northern and Santa Fe Railway Company and the south right-of-way line of Madison Street; thence southeasterly, along said Burlington Northern and Santa Fe Railway Company right-of-way line to the intersection with the easterly extension of the north line of Lot 1 in Second Addition to Parkhazel, as recorded; thence west along said westerly extension, to a point 40.0 feet east of the northeast corner of Lot 1 in said Second Addition to Parkhazel; thence south on a line 40.0 feet east of said Second Addition to Parkhazel to the northwest corner of Lot 101 in First Addition to Parkhazel, as recorded; thence east along the north line of said Lot 101 to the northeast corner of said Lot 101; thence south along the east line of said Lot 101 to the southeast corner of said Lot 101, being on the north right-of-way line of Lombard Street; thence southeasterly to the northeast corner of said Lot 73 in Parkhazel Addition, as recorded, being on the south right-of-way line of Lombard Street; thence south along the east line of Lots 73 through 78 in said Parkhazel Addition; thence south along the east line of Lots 73 through 78 in said Parkhazel Addition and its southerly extension to the northeast corner of Lot 79 in said

Parkhazel Addition, being on the south right-of-way line of Belmont Street; thence east along said south right-of-way line to the centerline of an alley vacated by Ordinance #383; thence south along said centerline to an intersection with the easterly extension of the north line of Lot 82 in said Parkhazel Addition; thence west along said easterly extension and the north line of said Lot 82 to a point on the east line of the west 107.5 feet of said Lot 82; thence south on the east line of the west 107.5 feet of Lots 82, 83, and 84 in said Parkhazel Addition to the south line of said Lot 84, being on the north right-of-way line of Grand Street; thence southeasterly to the northeast corner of Lot 4 in Grand View, as recorded, on the south right-of-way line of Grand Street; thence south along the east line of said Lot 4 in Grand View to the southeast corner of said Lot 4; thence west along the south line of Lots 4 through 6 in said Grand View to the southwest corner of said Lot 6, being on the east right-of-way line of Kentwood Avenue; thence west to a point on the west right-of-way line of Kentwood Avenue, being on the east line of Lot 6 in Country Club District, as recorded, said point being 150.0 feet south of the south right-of-way line of Grand Street; thence west to a point on the west line of Lot 11 in said Country Club District, 150.0 feet south of the northwest corner of said Lot 11; thence north along the west line of said Lot 11 to the northwest corner of said Lot 11, being on the south right-of-way line of Grand Street; thence northeasterly to the intersection of the north right-of-way line of Grand Street and the east right-of-way line of Fairway Avenue, being the southwest corner of Lot 72 in said Parkhazel Addition; thence north along said east right-of-way line of Fairway Avenue to the south right-of-way line of Lombard Street, being the northwest corner of Lot 25 in said Parkhazel Addition; thence north to the north right-of-way line of Lombard Street, being on the south line of Lot 116 in First Addition to Parkhazel; thence west along said north right-of-way line to the southwest corner of Lot 117 in said First Addition to Parkhazel; thence north along the west line of said Lot 117 to the south line of a 15.0 foot alley on the north side of said First Addition to Parkhazel, being the northwest corner of said Lot 117; thence northeasterly to a point on the north line of said 15.0 foot alley, said point being 280.0 feet east of the east right-of-way line of Delaware Avenue; thence north to a point on the south line of Page Street, a private street, being 280.0 feet east of said Delaware Avenue; thence northwesterly to a point on the north line of Page Street, a private street, being 250.0 feet east of the east right-of-way line of Delaware Street; thence north to a point being 250.0 feet east of the east right-of-way line of Delaware Street on the south line of Lot 5 in Rollston-Luster Place, as recorded; thence east along the south line of said Lot 5 in Rollston-Luster Place to the southwest corner of Lot 6 in said Rollston-Luster Place; thence north along the west line of said Lot 6 to the northwest corner of said Lot 6 on the south right-of-way line of Madison Street; thence northwesterly to the southwest corner of the east 40.0 feet of Lot 7 of Block 2 in Philips' Addition, as recorded, being on the north right-of-way line of Madison Street; thence north along the west line of the east 40.0 feet of said Lot 7 of Block 2 in Philips' Addition to a point on the north line of said Lot 7, being 40.0 feet west of the northeast corner of said Lot 7; thence east along the north line of said Lot 7 to a point 30.0 feet west of the northeast corner of said Lot 7; thence north along the west line of the east 30.0 feet of Lot 19 of Block 2 in said Philips' Addition to a point 30.0 feet west of the northeast corner of said Lot 19, being on the south right-of-way line of Monroe Terrace; thence northwesterly to a point 50.0 feet west of the southeast corner of Lot 7 of Block 1 in said

Philips' Addition, on the north right-of-way line of Monroe Terrace; thence north along the west line of the east 50.0 feet of the south 150.0 feet of said Lot 7 of Block 1 in said Philips' Addition; thence east along the north line of the east 50.0 feet of the south 150.0 feet of said Lot 7 to the intersection with the westerly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence northeasterly and perpendicular to the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence along said easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company to the point of beginning.

And also the following;

All of the south 100.0 feet of Lots 7 through 9 of Block 1 in Chamberlain's Addition, as recorded.

EXHIBIT B
RECORD OF PROCEEDINGS
Planning and Zoning Commission – May 11, 2023

Z-11-2023

National Avenue on the west; Grand Street on the south; Glenstone Avenue on the east and Elm Street on the north (Rountree UCD)

Applicant: City of Springfield

Ms. Owen stated that the Rountree Urban Conservation District (UCD) was designated in 1985 alongside the original neighborhood plan and has been amended several times over the years. An UCD is an overlay district designated to protect the neighborhood:

- Expansion of Rountree UCD to east and north.
- Facilitate the development of building types of complementary scale and character along National Avenue.
- Facilitate dense, walkable, mixed-use nodes along National at Elm/Cherry Street and Grand Street.
- Incorporate design-based principles to guide development.
- Support mixed use along Cherry and Elm Streets.
- Pursue adoption of residential infill development guidelines.
- Consider expansion of Cherry/Pickwick Commercial Area.
- Continue to support mixed-use development and re-investment that focuses more on design than land use at Cherry/Pickwick.

Mr. Knuckles asked about existing zoning in the area.

Ms. Owen stated that the zoning districts are not changed with the UCD.

Mr. Scott followed up by saying that the UCD is more flexible.

Mr. Jobe opened the public hearing.

Ms. Peggy Wise, 747 S. Fairway, president of Rountree Neighborhood Association and a resident since 1967 and worked with the planning staff, steering committees, commercial and residential committees and met extensively.

Mr. Nichols asked about Elm Street being expanded into the UCD.

Ms. Wise noted that quite a few residents on Elm Street asked to be included in the UCD.

Mr. Scott asked if any of the residents should be aware of any design standards.

Ms. Wise stated that they have had multiple meetings (Rountree monthly meetings) and went over what was discussed with the neighborhood.

Mr. John Platz, 1255 S. Elm, noted that he missed the notice about the meetings and noted that he had concerns regarding possible added restrictions (workshop/garage).

Ms. Louise Knauer, 944 S. Weller Avenue, has been a resident for 33 years and was part of the initial process and grateful for the City's support.

Ms. Laurel Bryant, 1014 S. Weller Avenue, has been a resident for 29 years and believes the UCD will add value to the neighborhood and was both the residential and commercial steering committee and noted that Rountree has a higher percentage of home ownership than the city's average.

Mr. Jeff Bentley, 1322 S. Delaware, noted that Rountree is the heart of the area and believes it will improve property value, add more growth and development and be more of a walkability community.

COMMISSION ACTION:

Mr. Knuckles motioned to recommend **approval** of Z-11-2023 (National Avenue on the west; Grand Street on the south; Glenstone Avenue on the east and Elm Street on the north (Rountree UCD)). Mr. Pauly seconded the motion Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven.


Bob Hosmer, AICP
Planning Manager

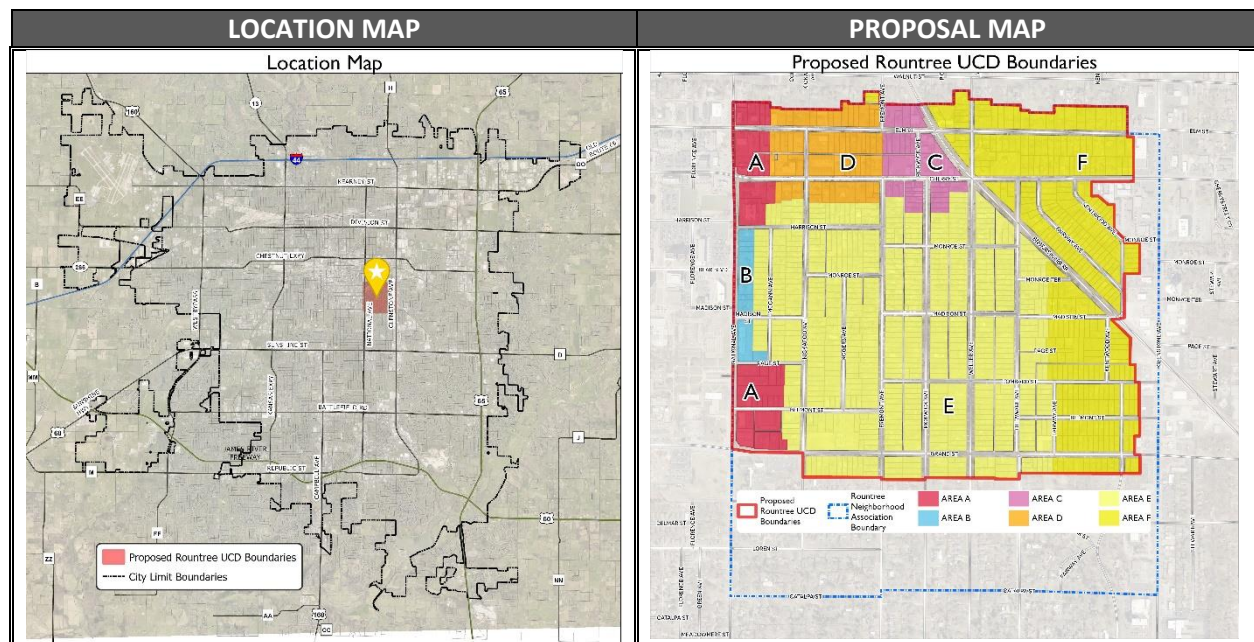
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION:

Case Number:	Z-11-2023/Rountree Urban Conservation District
Location:	Area generally bounded by Elm Street, National Avenue, Grand Street and Glenstone Avenue
Total Acres:	Approximately 312 acres
Applicant:	City of Springfield
Existing Land Use:	Residential and non-residential uses
Neighborhood Meeting:	December 14, 2022
Planning and Zoning Commission:	May 11, 2023
City Council:	June 5, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Alana Owen, AICP Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	Move to approve as submitted in the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Expand the boundaries of the Rountree Urban Conservation District to include additional area to the north and east and to amend the Rountree Urban Conservation District text regarding use, intensity of use, building and lot standards, building orientation, materials, siting and design, access and parking standards, screening, bufferyards and signage.



This map shows the proposed Rountree UCD boundary (red line) overlaid on the existing UCD boundary (blue line). The area between the two boundaries is shaded yellow with diagonal lines. The map includes street names such as 1st St, 2nd St, 3rd St, 4th St, 5th St, 6th St, 7th St, 8th St, 9th St, 10th St, 11th St, 12th St, 13th St, 14th St, 15th St, 16th St, 17th St, 18th St, 19th St, 20th St, 21st St, 22nd St, 23rd St, 24th St, 25th St, 26th St, 27th St, 28th St, 29th St, 30th St, 31st St, 32nd St, 33rd St, 34th St, 35th St, 36th St, 37th St, 38th St, 39th St, 40th St, 41st St, 42nd St, 43rd St, 44th St, 45th St, 46th St, 47th St, 48th St, 49th St, 50th St, 51st St, 52nd St, 53rd St, 54th St, 55th St, 56th St, 57th St, 58th St, 59th St, 60th St, 61st St, 62nd St, 63rd St, 64th St, 65th St, 66th St, 67th St, 68th St, 69th St, 70th St, 71st St, 72nd St, 73rd St, 74th St, 75th St, 76th St, 77th St, 78th St, 79th St, 80th St, 81st St, 82nd St, 83rd St, 84th St, 85th St, 86th St, 87th St, 88th St, 89th St, 90th St, 91st St, 92nd St, 93rd St, 94th St, 95th St, 96th St, 97th St, 98th St, 99th St, 100th St, 101st St, 102nd St, 103rd St, 104th St, 105th St, 106th St, 107th St, 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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

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The Forward SGF Comprehensive Plan identifies three different placetypes within the Rountree UCD. The northwest quadrant of the UCD, including the Cherry and Elm corridors between Cherry/Pickwick and National Avenue, is identified as the Mixed Residential placetype. This placetype includes a variety of housing types and densities as well as some supporting neighborhood commercial uses. The Cherry/Pickwick neighborhood commercial node is identified as the Mixed-Use placetype. Areas within this placetype are characterized by a diverse mix of uses with buildings located close to the street with context sensitive designs to emphasize the pedestrian and public realm. The remainder of the area within the UCD is identified as Center City neighborhood placetype. The Center City Neighborhood placetype is characterized by housing stock of varying conditions, age and affordability and neighborhood-serving retail services at key intersections. Priority within these neighborhoods is given to the pedestrian environment and planning for these neighborhoods should strive to support building types that make these neighborhoods more complete. Within the Center City Neighborhood placetype, neighborhood scale commercial uses should be considered at locations where neighborhood hubs already exist and along the edges of the neighborhood.

The guiding principle of the Forward SGF Comprehensive Plan is Quality of Place. Quality of Place is defined by the built environment and the community's ability to provide amenity-rich neighborhoods and commercial districts. The components of creating Quality of Place are supporting the creation of complete neighborhoods, fostering stewardship and neighborhood reinvestment, and creating a vital economy. Implementation of these regulations within the Rountree neighborhood are directly correlated to creating a Quality of Place in this neighborhood in the heart of the city.

This proposed amendment is consistent with several goals and recommendations found in the Housing & Neighborhoods Chapter of the Forward SGF Comprehensive Plan. Goal 1 within the Chapter recommends the support of the creation of complete neighborhoods by creating and expanding neighborhood amenities, fostering walkable neighborhoods and beautifying neighborhoods. This proposed amendment promotes the continued effort to highlight and preserve the Cherry/Pickwick neighborhood commercial node as well as to provide additional opportunities for mixed-use along Cherry and Elm Streets. Goals 2 and 3 recommend diversifying housing choices and revitalizing Springfield's neighborhoods. The Plan recommends context-sensitive design with new and rehabilitated housing seamlessly blending in with the character of surrounding properties. The Plan emphasizes that attention should be given to building height, orientation, architectural style, and setback to ensure the existing neighborhood character is retained.

Goal 4 of the Economic Development Chapter of Forward SGF is to support reinvestment in and the growth of neighborhood commercial hubs. This chapter recommends the City establish design standards for neighborhood commercial hubs and redevelopment located on neighborhood edges. The Plan recommends such considerations as siting, orientation, facades, parking, screening and buffering as well as building height and transparency standards on facades.

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

In the Spring of 2015 the Rountree Neighborhood Association Board asked City Council to initiate a review and consider amending the *Rountree Neighborhood Plan* and the Rountree Urban Conservation District. In January 2017 City Council directed staff to move forward with an update to the *Rountree Neighborhood Plan* and bring forward recommendations for amendments to the Rountree Urban Conservation District (UCD). In the Spring of 2018, H3 Studio Inc. was hired to assist the City with an independent study of the National Avenue and Cherry Street corridors and provide recommendations for planning tools and regulatory strategies that aid in creating the desired development patterns along each corridor with the goal of promoting sustainable, mixed-use, pedestrian-oriented development opportunities. The Rountree Neighborhood Plan, including H3's recommendations, was adopted by City Council in November 2018.

Some of the key recommendations in the *Rountree Neighborhood Plan* are:

- Expansion of the Rountree Urban Conservation District (UCD) to include additional residential property to the east and north to include Elm Street
- Establish UCD regulations to facilitate the development of building types of complementary scale and character along National Avenue
- Establish UCD regulations to facilitate dense, walkable, mixed-use nodes along National Avenue at Elm/Cherry Street and Grand Street to support National Avenue as a future Public Transportation Corridor
- Amend the Rountree UCD to incorporate design-based principles to guide development along Cherry and Elm Streets
- Establish UCD regulations to support mixed-uses along Cherry and Elm Streets between National Avenue and the railroad tracks
- Pursue adoption of residential infill and rehabilitation development guidelines through an amendment to the Rountree UCD to ensure remodels and infill development are of the desired quality and character for the neighborhood
- Consider expansion of the Cherry/Pickwick Commercial Area to include additional properties to the west on Cherry, north on Pickwick and along Elm Street
- Establish UCD regulations to continue to support mixed-use development and re-investment that focuses more on form and design than land use within the Cherry/Pickwick neighborhood commercial node

The process to update the *Rountree Urban Conservation District* began after the adoption of the Neighborhood Plan with the formation of two stakeholder committees – one focused on the residential core of the neighborhood and one focused on the edges of the neighborhood. The committees met approximately 15 times over the past several years with a public open house held in December 2022 to share the recommendations of staff and the committees to the rest of the neighborhood.

DEVELOPMENT REVIEW STAFF REPORT

The existing UCD was originally approved in 1985 and has been amended several times in the years since. If approved, this amendment would expand the boundaries of the Rountree UCD to the north to include both sides of Elm Street and to the east to include additional properties along Kentwood and Fairway east of Delaware Avenue. This amendment will also modify the text within the UCD to modernize the regulations to be consistent with the recommendations of the Rountree Neighborhood Plan and Forward SGF Comprehensive Plan which focus on form and design and creating quality places. The following is a summary of the proposed UCD amendment.

Establishment of Subareas

The Rountree UCD is comprised of unique character areas with varying patterns of development and visions as established in the Rountree Neighborhood Plan. To better regulate these areas, the UCD is divided into six reconfigured subareas, Subareas A through F. The purpose for the subareas is to capitalize on the unique character of each area of the UCD and accommodate existing development while encouraging additional opportunities for redevelopment and reinvestment. The following is a summary of each of the proposed subareas:

Subarea A: This subarea is characterized by a mix of non-residential and multi-family development and serves as the bookends to the development along National Avenue at Elm, Cherry and Grand Streets. The intent for the regulations within subarea A is to regulate the physical form to facilitate quality redevelopment of these higher intensity nodes along the neighborhood edge.

Subarea B: This subarea is located along National Avenue between Harrison and Page Streets and is comprised of a mix of multi-family and non-residential uses. The intent for the regulations within Subarea B is to provide for sensitive and respectful infill development which is complementary to the scale and character of the area and provides for a transition to the single-family homes along McCann Avenue.

Subarea C: This subarea is located around the Cherry/Pickwick neighborhood center. This subarea is proposed to be expanded, as recommended in the Rountree Neighborhood Plan, to include additional properties to the east and west along Cherry and north along Elm. This area is designed to provide for sensitive and respectful infill development within this dense, urban, mixed-use, vibrant gathering space within the neighborhood.

Subarea D: This subarea is comprised of properties along Cherry and Elm Streets between the Cherry/Pickwick neighborhood center and National Avenue. This subarea is characterized by a mix of primarily multi-family and single-family development. The regulations for this subarea are to provide for sensitive and respectful infill development which allows for a greater range of housing types and mixed-use that is complementary to the neighborhood.

Subareas E and F: These subareas are comprised of the single-family residential core of the neighborhood. Subarea E generally includes the area that is in the existing UCD, and subarea

DEVELOPMENT REVIEW STAFF REPORT

F includes the area to the east in the proposed expansion area. These subareas are characterized by a diverse single-family housing stock and the intent of these subareas is to promote the continued status of the area as single family residential. Residential infill design guidelines are proposed as part of this amendment that would ensure that infill housing is compatible and complementary to the existing housing.

Permitted and Conditional Uses

Table 1 identifies permitted and conditional uses within subareas A through D. The uses permitted within each subarea reflect the unique character of the area and provide for a transition from the edges of the neighborhood along National, Elm and Cherry Streets to the core single-family residential area to the east and south. Subareas A and B allow a mix of multi-family and non-residential land uses along National Avenue and at the intersections of National with Elm, Cherry and Grand Streets. Subarea C is the Cherry/Pickwick neighborhood center and serves as a focal point of the Rountree neighborhood. Residential and non-residential uses are permitted as stand-alone uses and mixed-use buildings are permitted within this subarea. Subarea D allows for a mix of single-family and multi-family as stand-alone uses and non-residential uses as part of a mixed-use building. Currently these areas allow primarily single-family and multi-family development. This amendment will provide the opportunity for mixed-use development within this subarea. Subareas E and F are the single-family residential core of the neighborhood and the uses permitted within these areas will remain.

Building and Lot Standards

The proposed Bulk Standards for subareas A through D are outlined in Section C, Building and Lot standards. The standards within these subareas are aimed at reducing setbacks along the street and establishing a maximum setback for structures which is intended to activate the streets by bringing the buildings forward to the street and requiring parking to be placed behind the building. The setbacks proposed in Subareas E and F are shown in Table 3 and are reflective of the existing residential development within these subareas.

The minimum and maximum heights proposed within each subdistrict are intended to ensure development that is reflective and complementary to existing and nearby development. The maximum height within Subarea A is five stories, which is the most intense permitted within the UCD due to its location along National Avenue and the intended development of these nodes. Subarea B permits a maximum of four stories along the National Avenue frontage. Subareas C and D permit a maximum height of three stories to ensure that development is sensitive to and in character with the neighborhood. The maximum height within Subareas E and F is three stories as is permitted in the R-SF, Single Family Residential District.

Building Orientation, Materials, Siting and Design

The additional flexibility and creativity that is afforded in the use and site design within Subareas A through D is in exchange for development standards intended to ensure high-quality design that fosters a sense of place and ensures quality development within the neighborhood. The regulations require all principal buildings to be oriented toward the primary street to create interest and a focal point along the street. The regulations also establish exterior building

DEVELOPMENT REVIEW STAFF REPORT

material requirements within the district, including a requirement to create pedestrian interest on the ground level of buildings by using contrasting materials and elements. Vinyl and clapboard siding materials are prohibited within the district. While this is a significant change in current zoning requirements, the intent is to create high-quality, sustainable development along the edges of the neighborhood and is consistent with the regulations approved in the Grant Avenue Parkway District and recommendations of Rountree Neighborhood Plan and Forward SGF Comprehensive Plan. Requirements to create pedestrian interest along the sidewalks and pedestrian pathways are also included within this district, including a requirement for transparency (windows and doors) at the ground level of non-residential or mixed-use buildings. The ground level of mixed-use, multi-family and nonresidential buildings must further offer pedestrian interest through façade articulation and the use of contrasting design elements. The use of awnings and canopies are also encouraged at the ground level of non-residential and mixed-use buildings. These requirements are intended to create visual interest and activity at the street level and prevent large expanses of blank walls and buildings that don't engage the street and pedestrian realm.

Regulations within Subareas E and F aim at ensuring infill development is consistent and complementary to the existing residential fabric of the neighborhood. Primary pedestrian entrances for homes are required to be located off a porch, stoop, or side porch. The district also includes requirements for homes to exhibit a unique identity from surrounding homes while having a similar roof pitch, porch size and garage size and placement as those commonly found within the neighborhood. In addition, a maximum lot width of 100 feet has been established within Subareas E and F for any new lots created to ensure that infill development is in scale with the surrounding homes and the residential streetscape of the neighborhood is preserved.

Off-Street Parking

Off-street parking within Subareas A through D within the district is required to be located to the rear of the principal building. In addition, internal circulation systems are required to allow traffic to travel between properties without the need to access the street system. These requirements are intended to push the buildings closer the street and keep the vehicular access points along the primary streets to a minimum. Off-street parking within Subareas A through D is not required for non-residential uses less than 7,500 square feet for office uses and less than 3,000 square feet for retail uses. One parking space within each of the subareas is required for each dwelling unit. The parking requirements are intended to foster more pedestrian, walkable, and bikeable areas within the neighborhood while still accommodating vehicle use.

Landscape

Landscaping requirements within the district are enhanced with requirements for a combination of trees, shrubs, native grasses and/or groundcover for all non-single-family development when adjacent to single-family uses. One shift with the buffer area standards contained in this district is that they are required based on adjacent use rather than on zoning district. In addition, the width of the required buffer area is consistent across all development types rather than varying between zoning districts. As proposed in this district, a minimum 7-foot-wide buffer area, with

DEVELOPMENT REVIEW STAFF REPORT

plantings and a fence, is required along interior property lines of all non-single-family development when adjacent to single-family uses.

Signs

Signage within the District is consistent with what is already permitted in the existing UCD. The signage is intended to be sensitive to the character of the surrounding neighborhood while still providing advertisement for the tenants of the buildings.

This proposed amendment will fulfill the implementation of the recommendations contained in the Rountree Neighborhood Plan as well as the Forward SGF Comprehensive Plan. The proposed regulations represent several years of work of staff with stakeholder committees to determine the best set of regulations to preserve the unique character of the Rountree neighborhood while accommodating mixed use, pedestrian friendly, walkable mixed-use at the Cherry/Pickwick node and along the edges of the neighborhood.

Approval of this amendment will rezone the subject properties to include the Rountree Urban Conservation District as an overlay zoning district with the new regulations contained therein. The underlying zoning on the subject property will not change.

STAFF RECOMMENDATION:

1. Staff recommends approval of this amendment to the Rountree Urban Conservation District based on its consistency with the recommendations of the Rountree Neighborhood Plan and Forward SGF Comprehensive Plan.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with this request:

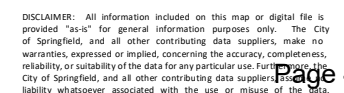
1. Recommend against the proposed amendment to the Rountree Urban Conservation District.
2. Recommend a change in the proposed amendment to the Rountree Urban Conservation District.
3. Recommend a change in the Rountree Urban Conservation District together with recommendations which, in the judgment of the planning and zoning commission, will ensure that the proposed amendment is consistent with the purpose and intent of this article.

Attachments:

Attachment 1 – Proposed Rountree Urban Conservation District

Attachment 2 – Correspondence

This aerial map illustrates the East Side of Bear River, Utah, with six distinct planning areas labeled A through F. The map includes a grid of streets and a blue boundary line. The planning areas are color-coded: Area A is red, Area B is blue, Area C is purple, Area D is orange, Area E is green, and Area F is yellow. The map also shows various streets, including E Walnut St, E Elm St, E Harrison St, E Bear Blvd, E Madison St, E Normal St, E Delmar St, E Loren St, E Catalpa St, E Monroe St, E Cherry St, E Lombard St, E Grand St, E Kentwood Ave, S National Ave, S McCann Ave, S Kickapoo Ave, S Rogers Ave, S Fremont Ave, S Pickwick Ave, S Delaware Ave, S Kentwood Ave, S Glenstone Ave, S Stewart Ave, S Crutcher Ave, S Wildan Ave, S Link Ave, S Luster Ave, S Dysart Ave, S Grandview Ave, and S John Q. Hammons Pkwy. Other features include Phelps Grove Park, Miles Park, and the BNSF Railroad.



Attachment 1

Rountree Urban Conservation District (UCD)

DRAFT

5-2-23

DRAFT

Section 1 – The property described in this section is designated as Urban Conservation District No. 2. Urban Conservation District No. 2 shall also be known as and depicted on maps as the Rountree Urban Conservation District. Property in the Rountree Urban Conservation District shall be subject to the provisions herein and in Section 36-403, Urban Conservation District, of the Springfield Land Development Code. The Rountree Urban Conservation District is described as follows:

Rountree Urban Conservation District
Legal Description

Beginning at the northwest corner of Lot 5 in O.H. Mitchell's Addition, as recorded, being on the east right-of-way line of National Avenue; thence east along the north line of Lots 5 through 9 in said O.H. Mitchell's Addition and its easterly extension, to a point 4.5 feet east of the northeast corner of said Lot 9 in O.H. Mitchell's Addition; thence south along a line 4.5 feet east of the east line of said Lot 9 to a point 170.5 feet north of the north right-of-way line of Elm Street; thence east along a line 170.5 feet north of said north right-of-way line of Elm Street to a point 104.5 feet east of the east line of said Lot 9 in O.H. Mitchell's Addition; thence south to a point 160.0 feet north of said north right-of-way line of Elm Street; thence east along a line 160.0 feet north of said north right-of-way line of Elm Street, to a point 68.0 feet west of the west line of Lot 13 of Block 1 in Chamberlain's Addition, as recorded; thence north to a point 244.5 feet north of said north right-of-way line of Elm Street; thence east 68 feet to the east line of Lot 12 of Block 1 in said Chamberlain's Addition; thence south along the west line of said Block 1 in Chamberlain's Addition, to the northwest corner of Lot 13 of Block 1 in said Chamberlain's Addition being on the south line of an alley; thence east along the south line of said alley to the northeast corner of Lot 15 of Block 1 in said Chamberlain's Addition; thence north to the southwest corner Lot 9 of Block 1 in said Chamberlain's Addition; thence north 100.0 feet along the west line of said Lot 9; thence east to the east line of Lot 7 of Block 1 in said Chamberlain's Addition, to a point 100.0 feet north of the southeast corner of said Lot 7, being on the west right-of-way line of Fremont Avenue; thence south along said west right-of-way line to the northeast corner of Lot 18 of Block 1 in said Chamberlain's Addition; thence east to the northwest corner of Lot 20 of Block 1 in Chamberlain's Addition, being on the east right-of-way line of Fremont Avenue; thence east along the north line of Lots 20 through 25 of Block 1 in said Chamberlain's Addition, to the northeast corner of said Lot 25, being on the westerly right-of-way line of the Burlington Northern and Santa-Fe Railway Company; thence northeasterly, perpendicular from said westerly right-of-way line a distance of 25.0 feet; thence southeasterly to a point on the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company, said point being the westerly extension of the north line of Lot 7 in Arlington Heights, as recorded; thence east along said westerly extension of the north line of said Lot 7, to the northwest corner of said Lot 7; thence north along the west line of Lot 6 in said Arlington Heights to the north line of the south 130.5 feet of said Lot 6; thence east along the north line of the south 130.5 feet of said Lot 6 and the south 130.5 feet of the west 46.0 feet of Lot 5 in Arlington Heights to the west right-of-way line of Weller Avenue; thence south along said west right-of-way line of Weller Avenue to a point 50.0 feet north of the south line of said Lot 5 in Arlington Heights; thence east along a line 50.0 feet north of the south line of Lot 5, Lot 4 and the west half of Lot 3 in said Arlington Heights; thence south along the east line of the west half of said Lot 3 to the north line of Lot 10 in said Arlington Heights; thence east along the north line of Lots 10 through 12 and its easterly extension to the northwest corner of Lot 36 in East Elm Street Addition, as recorded; thence south along the west line of said Lot 36 in East Elm Street Addition, to a point on the north line of the south 180.0 feet of said Lot 36; thence east along the north line of the south 180.0 feet of said Lot 36 and Lot 35 to a point 10.0 feet east of the west line of said Lot 35 in said East Elm Street Addition; thence south along the east line of the west 10.0

feet of said Lot 35 to the north line of the south 160.0 feet of said Lot 35; thence east along the north line of the south 160.0 feet of Lots 35 through 31 to the east line of said Lot 31; thence north along the east line of said Lot 31 to the northeast corner of said Lot 31; thence east along the north line of Lots 30 through 23 to the northeast corner of said Lot 23 in East Elm Street Addition; thence east to the northwest corner of Lot 20 in said East Elm Street Addition; thence east along the north line of Lots 20 and 19 and its easterly extension to a point 105.5 east of the northeast corner of said Lot 19 in said East Elm Street Addition; thence south to a point 105.5 feet east of the northeast corner of Lot 54 in said East Elm Street Addition, being on the south right-of-way line of Elm Street; thence east along said south right-of-way line to a point 210.0 feet west of the west right-of-way line of Glenstone Avenue; thence south along a line 210.0 feet west of the west right-of-way line of Glenstone Avenue to the north right-of-way line of Cherry Street; thence south to a point 15.0 feet west of the northeast corner of Lot 21 in Burks' Subdivision, as recorded, being on the south right-of-way line of Cherry Street; thence west along said south right-of-way line to the northeast corner of Lot 5 in the Amended Plat of Dundee Reserve Addition, as recorded; thence south along the east line of Said Lot 5 to the southeast corner of said Lot 5; thence east along the south line of Lot 4 in said Amended Plat of Dundee Reserve Addition to the southeast corner of said Lot 4; thence southeasterly along the northeasterly lines of Lots 8 through 10 to the northeastern corner of said Lot 10; thence east to the southeast corner of Lot 2 in said Amended Plat of Dundee Reserve Addition; thence south along the east line of Lots 11 through 13 in said Amended Plat of Dundee Reserve Addition to the northerly right-of-way line of Kentwood Avenue; thence southeasterly along said northerly right-of-way line of Kentwood Avenue to the intersection of the north right-of-way line of Monroe Street; thence southeasterly to the northwest corner of Lot 17 in said Burk's Subdivision being on the south right-of-way line of Monroe Street; thence east along said south right-of-way line of Monroe Street to the northeast corner of said Lot 17 in Burk's Subdivision; thence south along the east line of Lots 17 through 12 in said Burks's Subdivision to the southeast corner of said Lot 12; thence west along the south line of said Lot 12 to the southwest corner of said Lot 12 being on the east right-of-way line of Kentwood Avenue; thence south along said east right-of-way line of Kentwood Avenue to the northerly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence southwesterly to the intersection of the southerly right-of-way line of said Burlington Northern and Santa Fe Railway Company and the south right-of-way line of Madison Street; thence southeasterly, along said Burlington Northern and Santa Fe Railway Company right-of-way line to the intersection with the easterly extension of the north line of Lot 1 in Second Addition to Parkhazel, as recorded; thence west along said westerly extension, to a point 40.0 feet east of the northeast corner of Lot 1 in said Second Addition to Parkhazel; thence south on a line 40.0 feet east of said Second Addition to Parkhazel to the northwest corner of Lot 101 in First Addition to Parkhazel, as recorded; thence east along the north line of said Lot 101 to the northeast corner of said Lot 101; thence south along the east line of said Lot 101 to the southeast corner of said Lot 101, being on the north right-of-way line of Lombard Street; thence southeasterly to the northeast corner of Lot 73 in Parkhazel Addition, as recorded, being on the south right-of-way line of Lombard Street; thence south along the east line of Lots 73 through 78 in said Parkhazel Addition and its southerly extension to the northeast corner of Lot 79 in said Parkhazel Addition, being on the south right-of-way line of Belmont Street; thence east along said south right-of-way line to the centerline of an alley vacated by Ordinance #383; thence south along said centerline to an intersection with the easterly extension of the north line of Lot 82 in said Parkhazel Addition; thence west along said easterly extension and the north line of said Lot 82 to a point on the east line of the west 107.5 feet of said Lot 82; thence south on the east line of the west 107.5 feet of Lots 82, 83, and 84 in said Parkhazel Addition to the south line of said Lot 84, being on the north right-of-way line of Grand Street; thence southeasterly to the to the northeast corner of Lot 4 in Grand View, as recorded, on the south right-of-way line of Grand Street; thence south along the east line of said Lot

4 in Grand View to the southeast corner of said Lot 4; thence west along the south line of Lots 4 through 6 in said Grand View to the southwest corner of said Lot 6, being on the east right-of-way line of Kentwood Avenue; thence west to a point on the west right-of-way line of Kentwood Avenue, being on the east line of Lot 6 in Country Club District, as recorded, said point being 150.0 feet south of the south right-of-way line of Grand Street; thence west to a point on the west line of Lot 13 in said Country Club District, 150.0 feet south of the northwest corner of said Lot 13, being on the east right-of-way line of Delaware Avenue; thence southwesterly to the northeast corner of Lot 3 in Hawthorn Place, as recorded, on the west right-of-way line of Delaware Avenue; thence west along the north line of said Lot 3 to the intersection with the southerly extension of the east line of Lots 2 and 3 in said Hawthorn Place; thence north along said southerly extension to the southeast corner of said Lot 2; thence west along the south line of said Lots 2, 23 and 26 in said Hawthorn Place to the southwest corner of said Lot 26, being on the east right-of-way line of Pickwick Avenue; thence southwesterly to the southeast corner of Lot 4 in Home Place, as recorded, on the west right-of-way line of Pickwick Avenue; thence west along the south line of Lot 4 and 12 in said Home Place Addition to the southwest corner of said Lot 12, being on the east right-of-way line of Fremont Avenue; thence northwesterly to the southeast corner of Lot 13 of Block 1 in Sanford Place, as recorded, on the west right-of-way line of Fremont Avenue; thence west along the south line of said Lot 13 and Lots 1 through 6 of Block 1 in said Sanford Place to the southwest corner of said Lot 6, being on the east right-of-way of Kickapoo Avenue; thence north along said east right-of-way line of Kickapoo Avenue to the northwest corner of said Lot 6 of Block 1 in said Sanford Place; thence north to a point on the north right-of-way line of Grand Street, said point lying 11.25 feet west of the southwest corner of Lot 17 in Dream-Wold Place, as recorded, being the on the east right-of-way line of Kickapoo Avenue; thence westerly along said north right-of-way line of Grand Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

Section 2 – The following subareas are hereby established within the Rountree Urban Conservation District, to be known as Subareas A, B, C, D, E and F. These subareas are described as follows:

Subarea A

Beginning at the northwest corner of Lot 5 in O.H. Mitchell's Addition, as recorded, being on the east right-of-way line of National Avenue; thence east along the north line of Lots 5 through 9 in said O.H. Mitchell's Addition and its easterly extension, to a point 4.5 feet east of the northeast corner of said Lot 9 in O.H. Mitchell's Addition; thence south to a point 4.5 feet east of the southeast corner of said Lot 9 in O.H. Mitchell's Addition, being on the north right-of-way line of Elm Street; thence south to the northeast corner of Lot 9 in Elmwood Ralph Walkers Subdivision as recorded, being on the south right-of-way line of Elm Street; thence south along the east line of Elmwood Ralph Walkers Subdivision to the southeast corner of Lot 8 in said Elmwood Ralph Walkers Subdivision, being on the north right-of-way line of Cherry Street; thence southeasterly to the northeast corner of the west 86.3 feet of the east 345.2 feet of the north 208.33 feet of Lot 12 in George M. Jones 1st Addition, as recorded, being on the south right-of-way line of Cherry Street; thence south along the east line of the west 86.3 feet of the east 345.2 feet of the north 208.33 feet of said Lot 12 in George M. Jones 1st Addition to the north line of Lot 3 in Noland Subdivision, as recorded; thence west along the north line of said Noland Subdivision, to a point 3.75 feet west of the northeast corner of Lot 1 in said Noland Subdivision; thence south to a point 3.75 feet west of the southeast corner of said Lot 1,

being on the north right-of-way line of Harrison Street; thence west along said north right-of-way line of Harrison Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

And also the following;

Beginning at a point 80.0 feet east of the northwest corner of Lot 8 in George M. Jones 1st Addition, as recorded, being on the east right-of-way line of National Avenue, and the south right-of-way line of Page Street; thence east along said south right-of-way line of Page Street, to a point 154.95 feet west of the west right-of-way line of Kickapoo Avenue; thence south to a point on the north line of the south 208.33 feet of said Lot 8; thence west along said north line to a point 456.0 feet west of the east right-of-way line of National Avenue; thence south to a point 456.0 feet west of the west right-of-way line of National Avenue on the north right-of-way line of Belmont Street; thence southwesterly to the northeast corner of Lot 12 in Normal View Place, as recorded, being on the south right-of-way line of Belmont Street; thence south along the east line of said Lot 12 to the southeast corner of said Lot 12; thence south to the northeast corner of Lot 17 in said Normal View Place; thence east along the easterly extension of the north line of said Lot 17 to a point on the west line of Lot 21 in said Normal View Place; thence south along the west line of said Lot 21 and Lot 20 in said Normal View Place, to the northwest corner of Lot 19 in said Normal View Place; thence east along the north line of said Lot 19 to the northeast corner of the west 49.83 feet of said Lot 19; thence south to a point 49.83 feet east of the southwest corner of Lot 18 in said Normal View Place, on the north right-of-way line of Grand Street; thence westerly along said north right-of-way line of Grand Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

Subarea B

Beginning at the northwest corner of Lot 1 in Wells Place, as recorded, being on the east right-of-way line of National Avenue, and the south right-of-way line of Harrison Street; thence east along said south right-of-way line of Harrison Street, to the northeast corner of said Lot 1 in Wells Place; thence south along the east line of Lots 1 through 8 in said Wells Place to the southeast corner of said Lot 8, also being the northeast corner of Lot 1 in Lena V. Taylor Addition, as recorded; thence south along the east line of Lots 1 through 4 in said Lena V. Taylor Addition to the southeast corner of said Lot 4, also being the northeast corner of Lot 1 in Madison Place, as recorded; thence south along the east line of Lots 1 through 4 in said Madison Place to the southeast corner of said Lot 4, being on the north right-of-way line of Madison Street; thence south to the northeast corner of Lot 1 in Andrus Place, as recorded, being on the south right-of-way line of Madison Street; thence south along the east line of Lots 1 through 6 in said Andrus Place to the southeast corner of said Lot 6, also being the northwest corner of Lot 10 in said Andrus Place; thence east along the north line of said Lot 10 to the northeast corner of said Lot 10, being on the west right-of-way line of McCann Avenue; thence south along said west right-of-way line to the southeast corner of Lot 9 in said Andrus Place, being on the north right-of-way line of Page Street; thence west along said north right-of-way line of Page Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

Subarea C

Beginning at the northwest corner of Lot 20 of Block 1 in Chamberlain's Addition, as recorded, being on the east right-of-way line of Fremont Avenue; thence east along the north line of Lots 20 through 25 of Block 1 in said Chamberlain's Addition, to the northeast corner of said Lot 25, being on the westerly right-of-way line of the Burlington Northern and Santa-Fe Railway Company; thence perpendicular, northeasterly from said westerly right-of-way line a distance of 25.0 feet; thence southeasterly, parallel with said westerly right-of-way line, a distance of 140.0 feet; thence southwest 25.0 feet perpendicular to said westerly right-of-way line; thence southeasterly, along said Burlington Northern and Santa Fe Railway Company right-of-way line, to a point on the west right-of-way line of Weller Avenue, said point being the northeast corner of Lot 1 of Block 2 in Pickwick Place, as recorded; thence south along said west right-of-way line of Weller Avenue, to the southeast corner of Lot 2 of Block 2 in said Pickwick Place; thence west along the south line of said Lot 2 to the centerline of the alley vacated in Book 29 at Page 491 in said Block 2 ; thence south along the centerline of said vacated alley to the intersection of the easterly extension of the south line of Lot 18 of Block 2 in said Pickwick Place; thence west along said south line of said Lot 18 of Block 2 and its easterly extension, to the southwest corner of Lot 6 of Block 3 in said Pickwick Place; thence north along the west line of Lots 6, 5, and 4 of Block 3 in said Pickwick Place, to the northwest corner of said Lot 4; thence west to the southeast corner of Lot 15 of Block 3 in Pickwick Place; thence west along the south line of said Lot 15 to the southwest corner of said Lot 15, on the east right-of-way line of Fremont Avenue; thence north along the east right-of-way line of Fremont Avenue to the northwest corner of Lot 13 of Block 3 in said Pickwick Place, on the south right-of-way line of Cherry Street; thence northwesterly to the southwest corner of Lot 12 of Block 2 in Chamberlain's Addition, being on the north right-of-way line of Cherry Street; thence north along the west line of said Block 2 in said Chamberlain's Addition to the northwest corner of Lot 14 in said Chamberlain's Addition, being on the south right-of-way line of Elm Street; thence northeasterly to the southwest corner of Lot 20 of Block 1 in said Chamberlain's Addition, on the north right-of-way line of Elm Street and the east right-of-way line of Fremont Avenue; thence north along said east right-of-way line to the point of beginning.

Subarea D

Beginning at a point 4.5 feet east of the southeast corner of Lot 9 in O.H. Mitchell's Addition, as recorded, being on the north right-of-way line of Elm Street; thence north along a line 4.5 feet east of the east line of said Lot 9 to a point 170.5 feet north of said north right-of-way line of Elm Street; thence east along a line 170.5 feet north of said north right-of-way line of Elm Street to a point 104.5 feet east of said Lot 9 in O.H. Mitchell's Addition; thence south to a point 160.0 feet north of said north right-of-way line of Elm Street; thence east along a line 160.0 feet north of said north right-of-way line of Elm Street, to a point 68.0 feet west of the west line of Lot 13 of Block 1 in Chamberlain's Addition, as recorded; thence north to a point 244.5 feet north of said north right-of-way line of Elm Street; thence east 68 feet to the east line of Lot 12 of Block 1 in said Chamberlain's Addition; thence south along the west line of said Block 1 in Chamberlain's Addition, to the northwest corner of Lot 13 of Block 1 in said Chamberlain's Addition being on the south line of an alley; thence east along the south line of said alley to the northeast corner of Lot 18 of Block 1 in said Chamberlain's Addition, on the west right-of-way line of Fremont Avenue; thence south along said west right-of-way line to the southeast corner of said Lot 18, on the north right-of-way line of Elm Street; thence southeasterly to the northeast corner of Lot 1 in the Amended Plat of Walkers Second Subdivision, as recorded, being on the south right-of-way line of Elm Street; thence south along the east line of

said Amended Plat of Walkers Second Subdivision to the southeast corner of Lot 14 in said Amended Plat of Walkers Second Subdivision, being on the north right-of-way line of Cherry Street; thence southwesterly to the intersection of the south right-of-way line of Cherry Street and the west right-of-way line of Fremont Street; thence south along said west right-of-way line of Fremont Avenue to the northeast corner of Lot 23 in Zobeth, as recorded; thence west along the north line of Lots 23 through 11 and its westerly extension to a point 11.25 feet west of the northwest corner of said Lot 11 in Zobeth, being on the east right-of-way line of Kickapoo Avenue; thence northwesterly to a point 164.0 feet south of the north line of Lot 12 in George M. Jones First Addition, as recorded, being on the west right-of-way line of Kickapoo Avenue; thence west along the south line of the north 164.0 feet of said Lot 12 to a point 111.75 feet west of the west right-of-way line of Kickapoo Avenue; thence south to a point 184.0 feet south of the north line of said Lot 12; thence west along the south line of the north 184.0 feet of said Lot 12 to a point on the west line of the west 200.0 feet of said Lot 12; thence south to the northeast corner of Noland Subdivision, as recorded; thence west along the north line of said Noland Subdivision, to a point on the west line of the east 259.9 feet of the north 208.33 feet of said Lot 12 in George M. Jones First Addition; thence north to a point 259.9 feet west of the north east corner of said Lot 12 in George M. Jones First Addition, being on the south right-of-way line of Cherry Street; thence northwesterly to the southeast corner of Lot 8 in Elmwood Ralph Walkers Subdivision, as recorded, being on the north right-of-way line of Cherry Street; thence north along the east side of said Elmwood Ralph Walkers Subdivision to the northeast corner of Lot 9 in said Elmwood Ralph Walkers Subdivision, being on the south right-of-way line of Elm Street; thence north to the point of beginning.

Subarea E

Beginning at the northwest corner of Lot 16 of Block 3 in Pickwick Place, as recorded, on the east right-of-way line of Fremont Avenue; thence east along the north line of said Lot 16 and its easterly extension to the northwest corner of Lot 4 of Block 3 in said Pickwick Place; thence south along the west line of Lots 4, 5 and 6 of said Block 3 to the northwest corner of Lot 7 of said Block 3; thence east along the north line of said Lot 7 and the north line of Lot 19 of Block 2 in said Pickwick Place and its easterly extension to the centerline of an alley vacated in Book 29 at Page 491 in said Block 2; thence north along said centerline to the westerly extension of the south line of Lot 2 of said Block 2; thence east along said westerly extension and south line of Lot 2 to the southeast corner of said Lot 2, on the west right-of-way line of Weller Avenue; thence northeasterly to the intersection of the west line of Lot 14 of Block 1 in said Pickwick Place and the westerly right-of-way line of the Burlington Northern and Santa Fe Railway Company, being on the east right-of-way line of Weller Avenue; thence southeasterly, along said westerly right-of-way line to the intersection with the north line of the south 150.0 feet of the east 50.0 feet of Lot 7 of Block 1 in Philips' Addition, as recorded; thence west along said north line to a point on the west line of the east 50.0 feet of said Lot 7; thence south along said west line to a point 50.0 feet west of the southeast corner of said Lot 7, on the north right-of-way line of Monroe Terrace; thence southeasterly to a point 30.0 feet west of the northeast corner of Lot 19 of Block 2 in said Philips' Addition, on the south right-of-way line of Monroe Terrace; thence south to a point 30.0 feet west of the southeast corner of said Lot 19; thence west along the south line of said Lot 19 to a point 20.0 feet east of the northwest corner of Lot 7 of Block 2 in said Philips' Addition; thence south to a point 20.0 feet east of the southwest corner of said Lot 7, on the north right-of-way line of Madison Street; thence southeasterly to the northeast corner of Lot 5 in Rollston-Luster Place, on the south right-of-way line of Madison Street; thence south along the east line of said Lot 5 to the southeast corner of said Lot 5; thence west along the south line of said Lot 5 to a point 250.0 feet east of the east right-of-way line of Delaware

Street; thence south to a point to a point 250.0 feet east of the east right-of-way line of Delaware Street on the north right-of-way line of Page Street, a private street; thence southeasterly to a point on the south right-of-way line of Page Street, being 280.0 feet east of the east right-of-way line of Delaware Avenue; thence south to a point on the north side of a 15.0 foot alley as shown on First Addition to Parkhazel Addition, being 280.0 feet east of the east right-of-way line of Delaware Avenue; thence southwesterly, to the northwest corner of Lot 117 in said First Addition to Parkhazel Addition, on the south side of said 15.0 foot alley; thence south along the west line of said Lot 117 to the southwest corner of said Lot 117, on the north right-of-way line of Lombard Street; thence southeasterly to the northeast corner of Lot 24 in Parkhazel Addition, as recorded, on the west right-of-way line of Fairway Avenue; thence south along said west right-of-way line to the southeast corner of Lot 13 in said Parkhazel Addition, on the north right-of-way line of Grand Street; thence south to the northeast corner of Lot 11 in Country Club District, as recorded, on the south right-of-way line of Grand Street; thence south along the east line of said Lot 11 to a point on the south line of the north 150.0 feet of said Lot 11; thence west to a point on the west line of Lot 13 in said Country Club District, 150.0 feet south of the northwest corner of said Lot 13, being on the east right-of-way line of Delaware Avenue; thence southwesterly to the northeast corner of Lot 3 in Hawthorn Place, as recorded, on the west right-of-way line of Delaware Avenue; thence west along the north line of said Lot 3 to the intersection with the southerly extension of the east line of Lots 2 and 3 in said Hawthorn Place; thence north along said southerly extension to the southeast corner of said Lot 2; thence west along the south line of said Lots 2, 23 and 26 in said Hawthorn Place to the southwest corner of said Lot 26, being on the east right-of-way line of Pickwick Avenue; thence southwesterly to the southeast corner of Lot 4 in Home Place, as recorded, on the west right-of-way line of Pickwick Avenue; thence west to the southwest corner of said Lot 12, being on the east right-of-way line of Fremont Avenue; thence northwesterly to the southeast corner of Lot 13 of Block 1 in Sanford Place, as recorded, on the west right-of-way line of Fremont Avenue; thence west to the southwest corner of said Lot 6, being on the east right-of-way of Kickapoo Avenue; thence north along said east right-of-way line of Kickapoo Avenue to the northwest corner of said Lot 6 of Block 1 in said Sanford Place; thence north to a point on the north right-of-way line of Grand Street, said point lying 11.25 feet west of the southwest corner of Lot 17 in Dream-Wold Place, as recorded, being the on the east right-of-way line of Kickapoo Avenue; thence westerly along said north right-of-way line of Grand Street to a point 49.83 feet east of the southwest corner of Lot 18 in Normal View Place; thence north to a point 49.83 feet east of the northwest corner of Lot 19 on said Normal View Place; thence west along the north line of said Lot 19 to the northwest corner of said Lot 19; thence north along the west line of Lot 19 through 24 to the northwest corner of said Lot 24, on the south right-of-way line of Belmont Street; thence northeasterly to a point on the north right-of-way line of Belmont Street, being 161.25 feet west of the west right-of-way line of Kickapoo Avenue; thence north to a point on the north line of the south 208.33 feet in Lot 8 of George M. Jones Addition, being 161.25 feet west of the west right-of-way line of Kickapoo Avenue; thence east along said north line to a point 154.95 feet west of the west right-of-way line of Kickapoo Avenue; thence north to a point 154.95 feet west of the west right-of-way line of Kickapoo Avenue on the south right-of-way line of Page Street; thence northwesterly to the southeast corner of Lot 24 in Andrus Place, as recorded, on the north right-of-way line of Page Street; thence west along said north right-of-way line to the southeast corner of Lot 9 in said Andrus Place, on the west right-of-way line of McCann Avenue; thence north along said west right-of-way line to the northeast corner of Lot 10 in said Andrus Place; thence west along the north line of said Lot 10 to the northwest corner of said Lot 10; thence north along the west line of Lots 11 through 16 in said Andrus Place to the northwest corner of said Lot 16 on the north right-of-way line of Madison Street; thence north to the southwest corner of Lot 5 in Madison place, as recorded, on the north right-of-way line of Madison Street; thence north along the west line of Lots 5 through 8 in said Madison Place to the northwest corner of said

Lot 8, also being the southwest corner of Lot 5 in Lena V. Taylor Addition, as recorded; thence north along the west line of Lots 5 through 8 in said Lena V. Taylor Addition to the northwest corner of said Lot 8, also being the southwest corner of Lot 9 in Wells Place, as recorded; thence north along the west line of Lots 9 through 16 in Wells Place to the northwest corner of said Lot 16, on the south right-of-way line of Harrison Street; thence north to the southwest corner of Lot 41 in said Wells Place, on the north right-of-way line of Harrison Street; thence east along said north right-of-way line to a point 3.75 feet west of the southeast corner of said Lot 1 in Noland Subdivision; thence north to a point 3.75 feet west of the northeast corner on the north line of said Noland Subdivision; thence east along said north line to the northeast corner of Lot 4 in said Noland Subdivision; thence north to the south line of the north 184.0 feet of Lot 12 in George M. Jones First Addition, as recorded, being 211.25 feet west of the west right-of-way line of Kickapoo Avenue; thence east along the south line of the north 184.0 feet of said Lot 12 to a point 111.75 feet west of the west right-of-way line of Kickapoo Avenue; thence north to a point 164.0 feet south of said Lot 12; thence east along the south line of the north 164.0 feet of said Lot 12 to the west right-of-way line of Kickapoo Avenue; thence southeasterly to a point 11.25 feet west of northwest corner of Lot 11 in Zobeth, as recorded, being on the east right-of-way line of Kickapoo Avenue; thence east to the northeast corner of Lot 23 in said Zobeth, on the west right-of-way line of Fremont Avenue; thence northeasterly to the point of beginning.

Subarea F

Commencing at the northwest corner of Lot 7 in Arlington Heights, as recorded; thence west on a line of the westerly extension of the north line of said Lot 7, to a point on the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company, for the point of beginning; thence east along said westerly extension of the north line of said Lot 7, to the northwest corner of said Lot 7; thence north along the west line of Lot 6 in said Arlington Heights to the north line of the south 130.5 feet of said Lot 6; thence east along the north line of the south 130.5 feet of said Lot 6 and the south 130.5 feet of the west 46.0 feet of Lot 5 in Arlington Heights to the west right-of-way line of Weller Avenue; thence south along said west right-of-way line of Weller Avenue to a point 50.0 feet north of the south line of said Lot 5 in Arlington Heights; thence east along a line 50.0 feet north of the south line of Lot 5, Lot 4 and the west 52.0 feet of Lot 3 in said Arlington Heights; thence south along the east line of the west 52.0 feet of said Lot 3 to the north line of Lot 10 in said Arlington Heights; thence east along the north line of Lots 10 through 12 and its easterly extension to the northwest corner of Lot 36 in East Elm Street Addition, as recorded; thence south along the west line of said Lot 36 in East Elm Street Addition, to a point on the north line of the south 180.0 feet of said Lot 36; thence east along the north line of the south 180.0 feet of said Lot 36 and the north line of the west 10.0 feet of Lot 35 in said East Elm Street Addition; thence south along the east line of the west 10.0 feet of said Lot 35 to the north line of the south 160.0 feet of the east 40.0 feet of said Lot 35; thence east along the north line of the south 160.0 feet of Lots 35 through 31 to the east line of said Lot 31; thence north along the east line of said Lot 31 to the northeast corner of said Lot 31; thence east along the north line of Lots 30 through 23 to the northeast corner of said Lot 23 in East Elm Street Addition; thence east to the northwest corner of Lot 20 in said East Elm Street Addition; thence east along the north line of Lots 20 and 19 and its easterly extension to a point 105.5 feet east of the northeast corner of said Lot 19 in said East Elm Street Addition; thence south to a point 105.5 feet east of the southeast corner of said Lot 19, being on the north right-of-way line of Elm Street; thence south to a point 105.5 feet east of the northeast corner of Lot 54 in said East Elm Street Addition, being on the south right-of-way line of Elm Street; thence east along said south right-of-way line to a point 210.0 feet west of the west right-of-way line of Glenstone Avenue; thence south along a line 210.0 feet west of the west right-of-way line of Glenstone Avenue to the north right-of-

way line of Cherry Street; thence south to a point 15.0 feet west of the northeast corner of Lot 21 in Burks' Subdivision, as recorded, being on the south right-of-way line of Cherry Street; thence west along said south right-of-way line to the northeast corner of Lot 5 in the Amended Plat of Dundee Reserve Addition, as recorded; thence south along the east line of Said Lot 5 to the southeast corner of said Lot 5; thence east along the south line of Lot 4 in said Amended Plat of Dundee Reserve Addition to the southeast corner of said Lot 4; thence southeasterly along the northeasterly lines of Lots 8 through 10 to the northeastern corner of said Lot 10; thence east to the southeast corner of Lot 2 in said Amended Plat of Dundee Reserve Addition; thence south along the east line of Lots 11 through 13 in said Amended Plat of Dundee Reserve Addition to the northerly right-of-way line of Kentwood Avenue; thence southeasterly along said northerly right-of-way line of Kentwood Avenue to the intersection of the north right-of-way line of Monroe Street; thence southeasterly to the northwest corner of Lot 17 in Burk's Subdivision, as recorded, being on the south right-of-way line of Monroe Street; thence east along said south right-of-way line of Monroe Street to the northeast corner of said Lot 17 in Burk's Subdivision; thence south along the east line of Lots 17 through 12 in said Burks's Subdivision to the southeast corner of said Lot 12 in Burks's Subdivision; thence west along the south line of said Lot 12 to the southwest corner of said Lot 12 being on the east right-of-way line of Kentwood Avenue; thence south along said east right-of-way line of Kentwood Avenue to the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence southwesterly to the intersection of the westerly right-of-way line of said Burlington Northern and Santa Fe Railway Company and the south right-of-way line of Madison Street; thence southeasterly, along said Burlington Northern and Santa Fe Railway Company right-of-way line to the intersection with the easterly extension of the north line of Lot 1 in Second Addition to Parkhazel, as recorded; thence west along said westerly extension, to a point 40.0 feet east of the northeast corner of Lot 1 in said Second Addition to Parkhazel; thence south on a line 40.0 feet east of said Second Addition to Parkhazel to the northwest corner of Lot 101 in First Addition to Parkhazel, as recorded; thence east along the north line of said Lot 101 to the northeast corner of said Lot 101; thence south along the east line of said Lot 101 to the southeast corner of said Lot 101, being on the north right-of-way line of Lombard Street; thence southeasterly to the northeast corner of said Lot 73 in Parkhazel Addition, as recorded, being on the south right-of-way line of Lombard Street; thence south along the east line of Lots 73 through 78 in said Parkhazel Addition; thence south along the east line of Lots 73 through 78 in said Parkhazel Addition and its southerly extension to the northeast corner of Lot 79 in said Parkhazel Addition, being on the south right-of-way line of Belmont Street; thence east along said south right-of-way line to the centerline of an alley vacated by Ordinance #383; thence south along said centerline to an intersection with the easterly extension of the north line of Lot 82 in said Parkhazel Addition; thence west along said easterly extension and the north line of said Lot 82 to a point on the east line of the west 107.5 feet of said Lot 82; thence south on the east line of the west 107.5 feet of Lots 82, 83, and 84 in said Parkhazel Addition to the south line of said Lot 84, being on the north right-of-way line of Grand Street; thence southeasterly to the northeast corner of Lot 4 in Grand View, as recorded, on the south right-of-way line of Grand Street; thence south along the east line of said Lot 4 in Grand View to the southeast corner of said Lot 4; thence west along the south line of Lots 4 through 6 in said Grand View to the southwest corner of said Lot 6, being on the east right-of-way line of Kentwood Avenue; thence west to a point on the west right-of-way line of Kentwood Avenue, being on the east line of Lot 6 in Country Club District, as recorded, said point being 150.0 feet south of the south right-of-way line of Grand Street; thence west to a point on the west line of Lot 11 in said Country Club District, 150.0 feet south of the northwest corner of said Lot 11; thence north along the west line of said Lot 11 to the northwest corner of said Lot 11, being on the south right-of-way line of Grand Street; thence northeasterly to the intersection of the north right-of-way line of Grand Street and the east right-of-way line of Fairway Avenue, being the southwest corner of Lot 72 in said

Parkhazel Addition; thence north along said east right-of-way line of Fairway Avenue to the south right-of-way line of Lombard Street, being the northwest corner of Lot 25 in said Parkhazel Addition; thence north to the north right-of-way line of Lombard Street, being on the south line of Lot 116 in First Addition to Parkhazel; thence west along said north right-of-way line to the southwest corner of Lot 117 in said First Addition to Parkhazel; thence north along the west line of said Lot 117 to the south line of a 15.0 foot alley on the north side of said First Addition to Parkhazel, being the northwest corner of said Lot 117; thence northeasterly to a point on the north line of said 15.0 foot alley, said point being 280.0 feet east of the east right-of-way line of Delaware Avenue; thence north to a point on the south line of Page Street, a private street, being 280.0 feet east of said Delaware Avenue; thence northwesterly to a point on the north line of Page Street, a private street, being 250.0 feet east of the east right-of-way line of Delaware Street; thence north to a point being 250.0 feet east of the east right-of-way line of Delaware Street on the south line of Lot 5 in Rollston-Luster Place, as recorded; thence east along the south line of said Lot 5 in Rollston-Luster Place to the southwest corner of Lot 6 in said Rollston-Luster Place; thence north along the west line of said Lot 6 to the northwest corner of said Lot 6 on the south right-of-way line of Madison Street; thence northwesterly to the southwest corner of the east 40.0 feet of Lot 7 of Block 2 in Philips' Addition, as recorded, being on the north right-of-way line of Madison Street; thence north along the west line of the east 40.0 feet of said Lot 7 of Block 2 in Philips' Addition to a point on the north line of said Lot 7, being 40.0 feet west of the northeast corner of said Lot 7; thence east along the north line of said Lot 7 to a point 30.0 feet west of the northeast corner of said Lot 7; thence north along the west line of the east 30.0 feet of Lot 19 of Block 2 in said Philips' Addition to a point 30.0 feet west of the northeast corner of said Lot 19, being on the south right-of-way line of Monroe Terrace; thence northwesterly to a point 50.0 feet west of the southeast corner of Lot 7 of Block 1 in said Philips' Addition, on the north right-of-way line of Monroe Terrace; thence north along the west line of the east 50.0 feet of the south 150.0 feet of said Lot 7 of Block 1 in said Philips' Addition; thence east along the north line of the east 50.0 feet of the south 150.0 feet of said Lot 7 to the intersection with the westerly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence northeasterly and perpendicular to the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence along said easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company to the point of beginning.

And also the following;

All of the south 100.0 feet of Lots 7 through 9 of Block 1 in Chamberlain's Addition, as recorded.

Section 3 – Rountree Urban Conservation District Zoning Regulations

A. Applicability

1. The regulations in this district shall have the same force and effect as the Zoning Code - Urban Conservation District regulatory framework set forth in Section 36-403 and with the Land Development Code as a whole.
2. The extent to which compliance with the regulations herein is required shall be as follows:
 - a. All new development requires full and complete compliance with all applicable regulations;
 - b. Expansion or enlargement of an existing building (not to exceed 30% of the total floor area) shall be exempt from the building and lot standards and design standards;

- c. Redevelopment which replaces an existing building in the same footprint (within 10%) shall not be required to meet parking setback requirements within Subarea C.
- d. Any change of use of a property requires compliance with all parking and loading, screening, fencing, and signage standards;
- e. Façade changes to existing buildings require compliance with all applicable façade regulations.
- f. In the event that a dwelling existing as of June 5, 2023 is subsequently destroyed or damaged, that dwelling may be reconstructed or repaired in substantial conformance with its location on the lot, size, and general appearance prior to such destruction or damage without requiring compliance with these regulations, provided that such plans for the reconstruction or repair must be submitted to the Director of Planning and Development for determination of such substantial conformance.

B. General Provisions

These regulations shall supplement the Zoning Ordinance and shall, together with the Zoning Ordinance, govern and control the use and development of land throughout the Rountree Urban Conservation District. In the event of a conflict between these regulations and the Zoning Ordinance for property in the Rountree Urban Conservation District, these regulations shall control. In the event of a conflict between these regulations and provisions in an individual planned development district in the Rountree Urban Conservation District, the provisions of the planned development shall control.

C. Permitted and Conditional Uses

Only those uses stated within Sections 4 and 5 herein shall be permitted by right or conditional use permit.

D. Nonconforming Uses

Any use in the Rountree Urban Conservation District nonconforming under General Ordinance 3645 shall have been registered with the Director of Building Development Services by July 1, 1986. Any uses not registered by that date shall be presumed illegal. Nonconforming uses shall adhere to Section 36-457 of the Zoning Ordinance.

E. Site Plan Review

1. Applicability: The site plan review and approval process set forth in Section 36-360 shall be required for any permitted, accessory, or conditional uses in the Rountree Urban Conservation District. No activities or uses, except for temporary uses allowed in the District, shall be exempt from this requirement.
2. Submittal Requirements: In addition to the requirements set forth in Section 36-360(5), the applicant shall be required to submit a building elevation plan showing the height, façade, exterior building materials, signage, and window specifications for all proposed buildings within Subareas A through D.
3. Review Criteria: In addition to the review criteria set forth in Section 36-360(7), the site plan

review process shall include a review of whether the proposed development aligns with the Rountree Neighborhood Plan, including conformity with the following review criteria:

- a. Existing buildings proposed to be converted to another use must meet all fire, health, building, plumbing, and electrical requirements of the City.
- b. The proposed site plan does not interfere with easements, roadways, rail lines, utilities, and public or private rights-of-way
- c. The proposed site plan is not injurious to or detrimental to the use and enjoyment of surrounding property
- d. The circulation elements of the proposed site plan for not create hazards to safety on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconveniences to vehicular and pedestrian travel.
- e. The screening of the site provides adequate shielding for nearby uses which may be incompatible with the proposed use.
- f. The proposed structures or landscaping are not lacking amenity in relation to, or are not incompatible with, nearby structures and uses.
- g. The proposed site plan does not create drainage or erosion problems on or off the site.

4. Registration of Rental Property

All owners of rental housing in the Rountree Urban Conservation District must register said property with the City Manager as required by City Code Sections 74-351 and 74-352, as amended from time to time.

Section 4 – Subarea A through D Regulations

A. Permitted and Conditional Uses. The following key is to be used in the interpretation of Table 1, Permitted and Conditional Uses Subareas A through D, in this section.

1. Permitted Uses. Uses which are marked as “P” in the table shall be allowed in a subarea subject to all application regulations herein.
2. Conditional Uses. Uses which are marked as “C” in the table shall be allowed in a subarea upon the approval of a Conditional Use Permit as detailed in Section 36-363.
3. Uses Not Listed. If a proposed use is not listed in the table, the Administrative Review Committee shall determine if the use is substantially similar to a use listed in the table. If it is, the proposed use shall be treated in the same manner as the substantially similar use. If not, the use shall be prohibited.
4. Conversions. Structures existing at the time of the adoption of these regulations may be converted to any use permitted in that subarea.
5. Additional Regulation. If uses have specific standards, such standards are referenced in this column. Use specific standards shall apply to permitted and conditional uses. Where use specific standards conflict with Rountree Urban Conservation District subarea standards, the subarea standards shall be followed.

Subareas A through D Uses – Table 1		Subareas			
Use	Use Specific Regulations	A	B	C	D
Residential Uses					
Dwelling, Multifamily, stand alone		P	P	P	P
Dwelling, Multifamily above ground floor as part of a mixed use		P	P	P	P
Dwelling, Single Family Attached		P	P	P	P
Dwelling, Single Family Detached existing		P	P	P	P
Dwelling, Single Family Detached new development					P
Group Home		P	P	P	P
Day Care Home		P	P	P	P
Churches		P	P	P	P
Schools		P	P	P	P
Parks		P	P	P	P
Non-Profit Neighborhood Community Centers			P		P
Lodging Uses					
Short Term Rental Type 3		P	P	P	P
Bed and Breakfast				P	P
Commercial Retail Uses					
Retail sales use group, stand alone		P	P	P	
Retail sales use group as part of a mixed use		P	P	P	P
Entertainment Oriented use group, stand alone < 5,000 sq ft		P			
Entertainment Oriented use group as part of a mixed use		P			
Package Liquor		P		P	
Adult Oriented uses					
Pawn Shop					
Artisan Manufacturing		P	P	P	
Personal Service and Office Uses					
Daycare		P	P	P	P
Personal Service use group, stand alone		P	P	P	
Personal Service use group as part of a mixed use		P	P	P	P
General Office use group, stand alone		P	P	P	
General Office use group as part of a mixed use		P	P	P	P
Medical Office use group, stand alone		P	P	P	
Medical Office use group as part of a mixed use		P	P	P	P
Title Loan/Short Term Lending					
Eating and Drinking Uses					
Restaurants, stand alone		P	P	P	
Restaurants as part of a mixed use		P	P	P	P
Breweries and tasting rooms		P		P	
Drive-thru accessory to a restaurant use		P			
Vehicle Oriented Uses					
Commercial off-street parking lots	B.1. below	C	C	C	C
Commercial off-street parking structures above ground floor as part of a mixed use		C	C	C	C
Car Sales/Rental					
Gas Station		P			
Temporary Uses					
Farm Stand	B.2. below	P	P	P	P
Food Truck		P	P	P	P

Subareas A through D Uses – Table 1		Subareas			
Use	Use Specific Regulations	A	B	C	D
Outdoor display/sale of merchandise, temporary		P	P	P	P
Outdoor display/sale of merchandise, permanent					
Seasonal sales		P	P	P	P
Accessory Uses					
Accessory Uses and Structures		P	P	P	P
Home Occupations		P	P	P	P
Outdoor dining		P	P	P	P

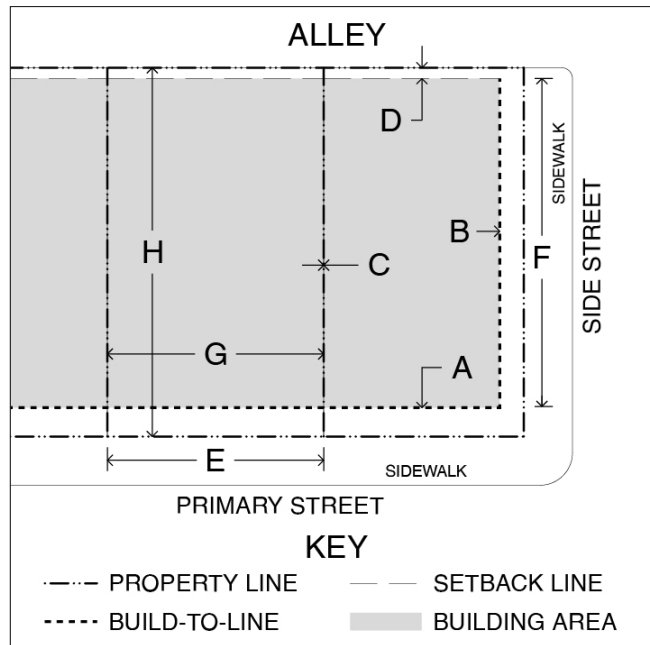
B. Use Specific Standards

1. Commercial Off-Street Parking Lots. Commercial off-street parking lots adjacent to public rights-of-way, excluding alleys, shall provide the following:
 - a. A fully opaque wall or fence with a height of four (4) feet shall be used in conjunction with required parking lot perimeter landscaping contained in this section. Plant materials shall be installed between the sidewalk and the wall or fence to provide a softening effect.
 - b. Four (4) understory trees shall be planted for every one hundred (100) lineal feet of frontage adjacent to right-of-way, excluding alley right-of-way, and additional plantings shall be clustered at points of pedestrian ingress and egress.
 - c. Points of pedestrian ingress and egress, outside of vehicular curb cuts, shall be provided.
 - d. To the greatest extent possible, the screening standards established above shall provide safe site distance where driveway access intersects public right-of-way .
2. Farm Stand.
 - a. Farm products sold. Only farm products or value-added farm products grown and/or processed on the parcel on which the farm stand is located may be sold at a farm stand. The sale of non-agricultural items or products produced off site is prohibited.
 - b. Farm stand structure. A structure associated with a farm stand shall not have a floor area greater than one hundred (100) square feet.

C. Building and Lot Standards

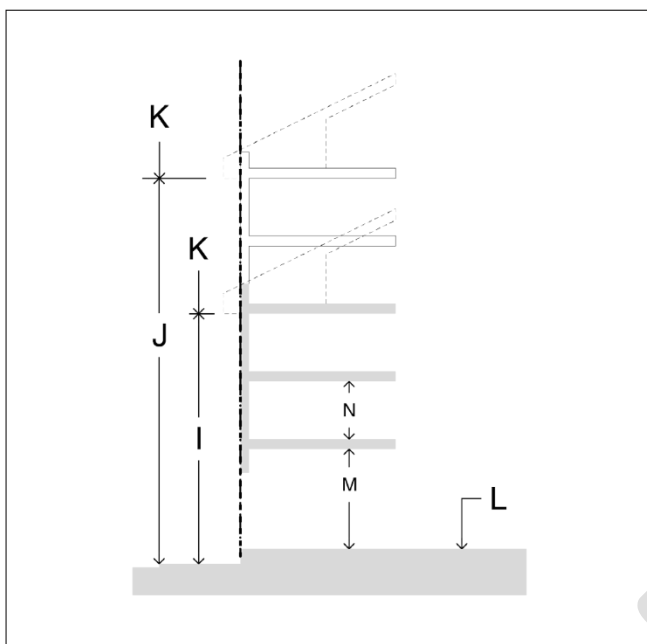
1. Subarea A. This subarea is characterized by a mix of non-residential and multi-family development and bookends the development along National Avenue. The intent of the regulations for this subarea is to regulate the physical form in order to facilitate quality redevelopment of these higher intensity nodes along the neighborhood edge. This subarea is designated to provide for sensitive and respectful development that allows for walkability and concentrated density to support National Avenue as a future Public Transportation Corridor in the neighborhood.

Subarea A Building Placement - Figure 1



- a. Build-to-Line:
 - Primary Street: Fifteen (15) feet [A]
 - Side Street: Ten (10) feet [B]
 - To match average front façade line of the block face
- b. Setbacks:
 - Side Setback: Zero (0) foot minimum; Ten (10) foot maximum [C]
 - Applicable to principal and accessory structures
 - Rear Setback: Five (5) foot minimum [D]
 - Applicable to principal structure only
- c. Building Form:
 - Primary Street: At least eighty-five (85) percent of Build-to-Line [E]
 - Side Street: At least eighty-five (85) percent of Build-to-Line [F]
 - Lot Width: per existing [G]
 - Lot Depth: per existing [H]

Subarea A Building Height - Figure 2



d. Building Height:

Minimum: Two (2) stories or Thirty-two (32) feet [I]

Maximum: Five (5) stories or sixty-eight (68) feet [J]

- Mezzanines and podiums greater than 1/3 of the floor plate area shall be counted as a full story
- All structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH District

e. Maximum from Bottom of Eave to Top of Parapet or Roof: Fifteen (15) feet maximum [K]
Finished Ground Floor Level: Six (6) inch maximum; however, if residential on the first floor must be at least three (3) to six (6) feet [L]

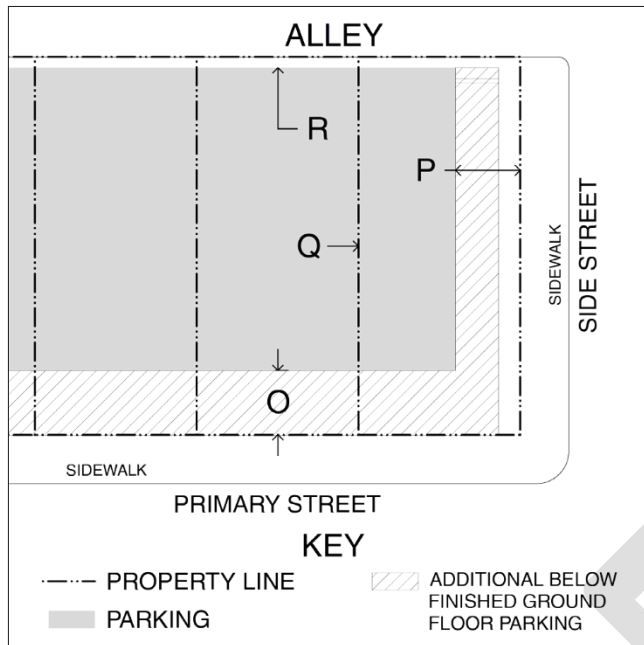
- Measured from elevation of back of sidewalk or adjacent lot level.

f. Ceiling Heights:

First Floor: Twelve (12) feet minimum; Fifteen (15) feet maximum (floor to floor) [M]

Upper Floors: Eight (8) feet minimum; Twelve (12) feet maximum (floor to floor) [N]

Subarea A Parking Requirements - Figure 3



g. Parking Location:

Primary Street Setback: Fifty (50) feet maximum [O]

Side Street Setback: Ten (10) feet maximum [P]

Side setback: Zero (0) feet if surface lot [Q]

Rear setback: Five (5) feet minimum [R]

- Above-grade parking garages must match build-to-line and setbacks
- At-grade parking lots must match the parking location requirements above
- Below-grade parking garages must match build-to-line and setbacks
- Per principal structure if structured parking

h. Required Spaces:

Non-residential office uses:

- < 7,500 square feet: No off- street parking required
- >7,500 square feet: One (1) off-street parking space per 1,250 sf over 7,500

Non-residential retail uses:

- < 3,000 square feet: No off-street parking required
- > 3,000 square feet: One (1) off-street parking space per 1,250 sf over 3,000

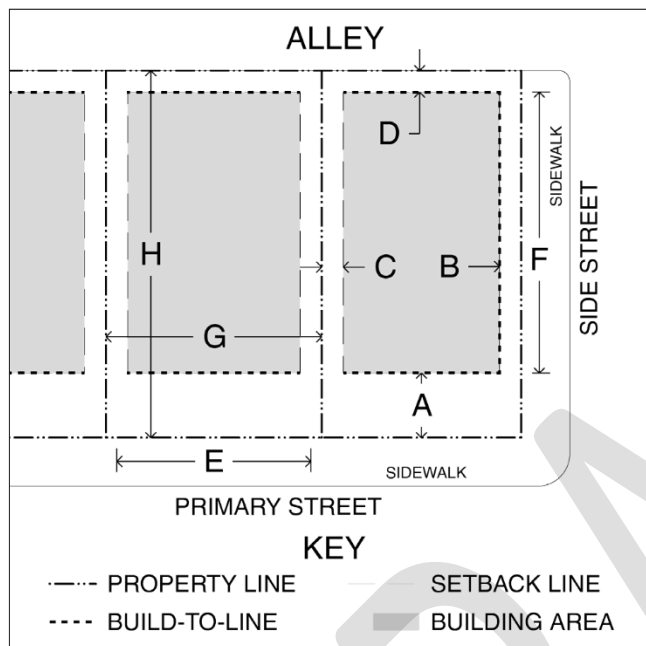
Residential uses:

- One (1) off-street parking space per dwelling unit

i. Signs: Signage shall conform to the requirements found in Section 36-454 of the Zoning Ordinance except that only one (1) detached sign shall be permitted per premise.

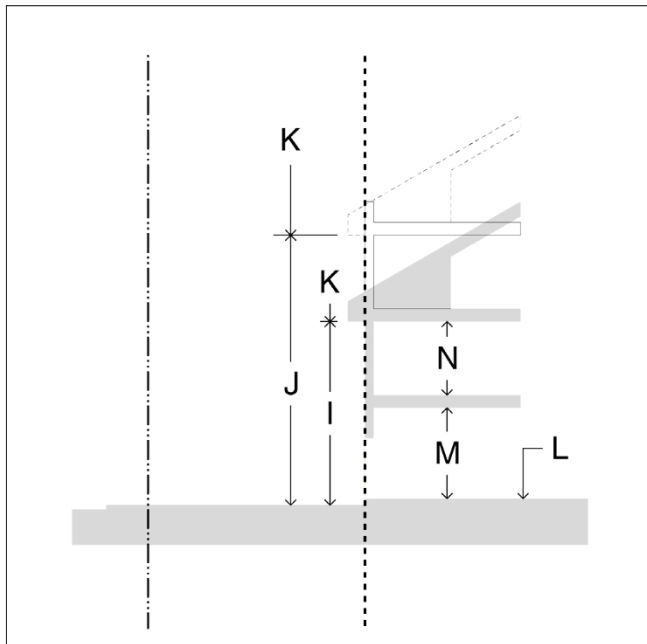
2. Subarea B: This subarea is characterized by a mix of non-residential and multi-family development along the National Avenue corridor. The intent of the regulations for this subarea is to regulate the physical form of development along the corridor in order to preserve and enhance the integrity and quality of this edge of the neighborhood. This subarea is designed to provide for sensitive and respectful infill development which is of a complementary scale and character and serves as a transition to the single-family homes found in the neighborhood along McCann Avenue.

Subarea B Building Placement - Figure 4



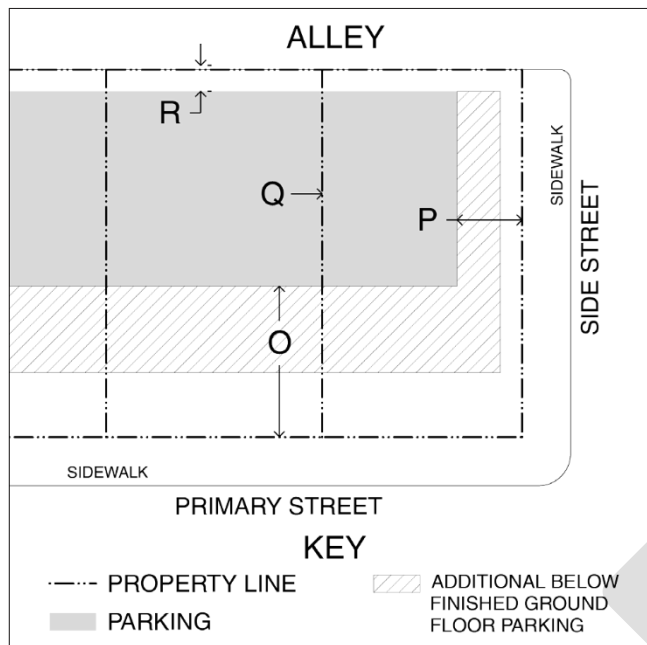
- a. Build-to-Line:
- Primary Street: Thirty (30) feet minimum; Fifty (50) feet maximum [A]
 - To match average front façade line of the block face
 - Side Street: Ten (10) feet minimum [B]
 - To match average front façade line of the block face
- b. Setbacks:
- Side Setback: Five (5) feet minimum [C]
 - Rear Setback: Thirty (30) feet minimum [D]
 - Applicable to principal structure only
- c. Building Form:
- Primary Street: At least thirty (30) percent of Build-to-Line [E]
 - Side Street: At least twenty-five (25) percent of Build-to-Line [F]
 - Lot Width: Per Existing [G]
 - Lot Depth: Per Existing [H]

Subarea B Building Height - Figure 5



- d. Building Height:
 - Minimum: Two (2) stories or thirty-two (32) feet [I]
 - Maximum: Four (4) stories or fifty-five (55) feet [J]
 - Mezzanines and podiums greater than 1/3 of the floor plate area shall be counted as a full story
- e. Maximum from Bottom of Eave to Top of Parapet or Roof:
 - Fifteen (15) feet maximum [K]
- f. Finished Ground Floor Level:[L]
 - Minimum: One (1) foot
 - Maximum: Four (4) feet
 - Measured from elevation of back of sidewalk or adjacent lot level
- g. Ceiling Heights:
 - First Floor: Twelve (12) feet minimum; Fifteen (15) feet maximum (floor to floor) [M]
 - Upper Floors: Eight (8) feet minimum; Twelve (12) feet maximum (floor to floor) [N]

Subarea B Parking Requirements - Figure 6



h. Parking Location:

Primary Street Setback: Sixty (60) feet minimum [O]

Side Street Setback: Ten (10) feet minimum [P]

Side Setback: Zero (0) foot setback if surface lot; per principal building if structured parking [Q]

Rear Setback: Five (5) feet minimum [R]

- Above-grade parking garages must match build-to-Line and Setbacks
- At-grade parking lots must match requirements above
- Below-grade parking garages must match Build-to-Line and Setbacks

i. Required Spaces:

Non-residential office uses:

- < 7,500 square feet: No off- street parking required
- 7,500 square feet: One (1) off-street parking space per 1,250 sf over 7,500

Non-residential retail uses:

- < 3,000 square feet: No off-street parking required
- > 3,000 square feet: One (1) off-street parking space per 1,250 sf over 3,000

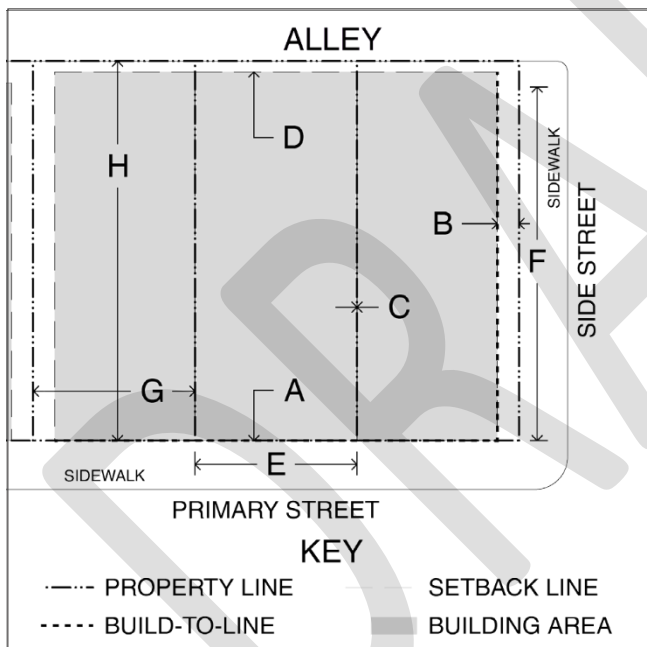
Residential uses:

- One (1) off-street parking space per dwelling unit

j. Signs. All signage shall meet the standards of Section 36-454 of the Zoning Ordinance unless other modified herein:

- Size: A maximum of twenty (20) square feet of effective area shall be permitted for each attached sign. Detached signs may be two-sided, each side not to exceed fifteen (15) square feet.
 - Height: No detached sign shall exceed a height of seven (7) feet as measured from the street grade.
 - Sign Types: Only on-premise signs are permitted in Subarea B.
3. Subarea C: This subarea is characterized by a mix of low intensity non-residential, multi-family and some single-family residential development. The intent of the regulations for this subarea is to regulate the physical form of the neighborhood center subarea in order to preserve and enhance the integrity and quality of the Cherry Pickwick Business District and serve as a primary gathering place in the neighborhood. This subarea is designated to provide for sensitive and respectful infill development which allows for the dense, urban, mixed-use development appropriate for this vibrant neighborhood commercial center found in the neighborhood.

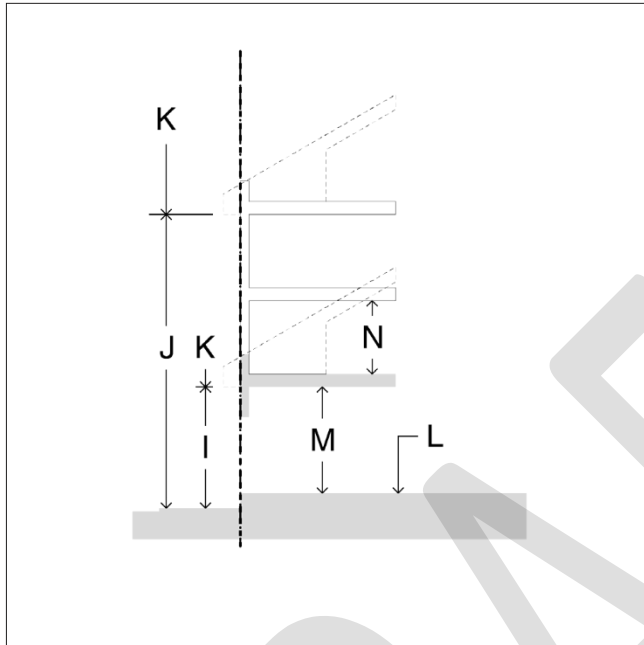
Subarea C Building Placement - Figure 7



- a. Build-to-Line:
- Primary Street: Zero (0) foot minimum; Ten (10) feet maximum [A]
 Side Street: Zero (0) foot minimum; Ten (10) feet maximum [B]
- To match average front façade line of the block face
- b. Setbacks:
- Side Setback: Zero (0) foot minimum; Ten (10) feet maximum [C]
 Rear Setback: Five (5) feet minimum [D]
- Applicable to principal building only

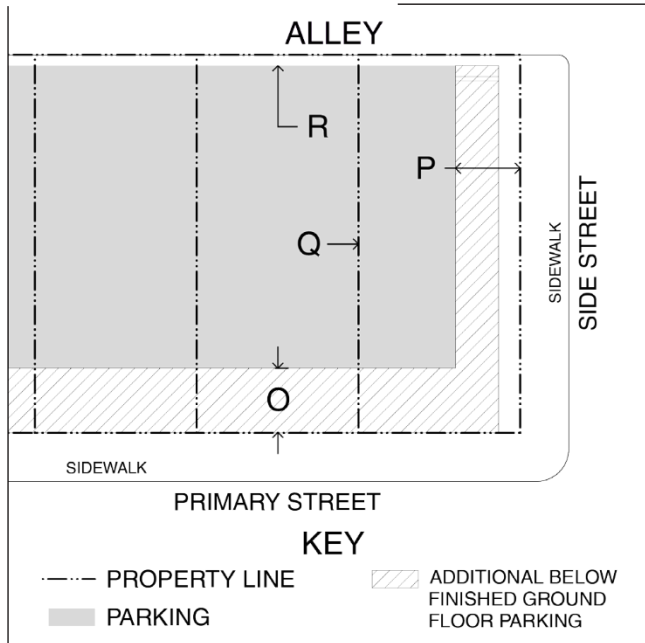
- c. Building Form:
- Primary Street: At least eighty (80) percent of Build-to-Line [E]
 - Side Street: At least forty (40) percent of Build-to-Line [F]
 - Lot Width: Per Existing [G]
 - Lot Depth: Per Existing [H]

Subarea C Building Height - Figure 8



- d. Building Height:
- Minimum: One (1) story or fifteen (15) feet [I]
 - Maximum: Three (3) stories or forty-one (41) feet [J]
 - Mezzanines and podiums greater than 1/3 of the floor plate area shall be counted as a full story
- e. Bottom of Eave to Top of Parapet or Roof:
- Maximum: Fifteen (15) feet [K]
- f. Finished Ground Floor Level:
- Maximum: Six (6) inches [L]
 - Measured from elevation of back of sidewalk or adjacent lot level
- g. Ceiling Height:
- First Floor: Twelve (12) feet minimum; Fifteen (15) feet maximum (floor to floor) [M]
 - Upper Floors: Eight (8) feet minimum; Twelve (12) feet maximum (floor to floor) [N]

Subarea C Parking Requirements - Figure 9



h. Parking Location:

Primary Street Setback: Thirty (30) feet minimum [O]

Side Street Setback: Ten (10) feet minimum [P]

Side Setback: Zero (0) feet if surface lot; per principal building if structured parking [Q]

Rear Setback: Five (5) feet minimum [R]

i. Required Spaces:

Non-residential office uses:

- < 7,500 square feet: No off- street parking required
- > 7,500 square feet: One (1) off-street parking space per 1,250 sf over 7,500

Non-residential retail uses:

- < 3,000 square feet: No off-street parking required
- > 3,000 square feet: One (1) off-street parking space per 1,250 sf over 3,000

Residential uses:

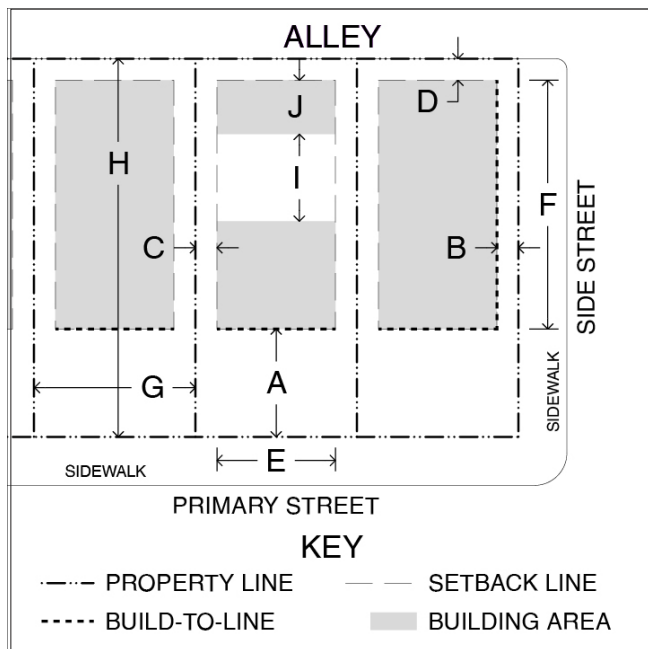
- One (1) off-street parking space per dwelling unit

j. Signs. All signage shall meet the standards of Section 36-454 of the Zoning Ordinance unless modified herein.

- Number: Each premises shall be permitted to use one detached sign and one wall sign. Roof signs are not permitted. One projecting sign may be substituted for the permitted detached sign.
- Size: Each premise is allowed two (2) square feet of effective sign area for each lineal foot of building frontage on a public street. Detached signs shall not exceed twenty (20) square feet of effective area.
- Height: No detached sign shall exceed a height of seven (7) feet as measured from the street grade.

- Sign Lighting: No sign shall use a blinking, flashing, animated, or other illuminating device which changes in light intensity. No beacons, spotlights, or strobe lights shall be permitted.
 - Sign Types: Only on-premises signs are permitted in Subarea C.
4. Subarea D: This subarea is characterized by a mix of primarily multi-family and single-family development along Cherry and Elm Streets. The intent of the regulations for this subarea is to regulate the physical form within this subarea to allow for neighborhood mixed-use in conjunction with multi-family development. The regulations are intended to preserve and enhance the integrity and quality of the development along the Cherry and Elm Street corridors as a neighborhood front door. The subarea is designated to provide for sensitive and respectful infill development which allows for a greater range of housing types and a mix of uses mixed-use that is compatible and complementary to the neighborhood.

Subarea D Building Placement - Figure 10



a. Build-to-Line:

Primary Street: Fifteen (15) feet minimum; Fifty (50) feet maximum [A]

- To match average front façade line of the block face

Side Street: Ten (10) feet [B]

- Applicable to principal and accessory building
- To match average front fade line of the block face

b. Building Setback:

Side Setback: Five (5) feet minimum; Fifteen (15) feet maximum [C]

- Applicable to principal building and accessory building

Rear setback: Five (5) feet minimum; One-hundred-twenty (120) feet maximum [D]

- Applicable to principal building only

Rear Setback: Five (5) feet [D]

- Applicable to accessory building only with rear alley access

c. Building Form:

Primary Street: At least fifty (50) percent of Build-to-line [E]

- Thirty (30) percent for detached single-family dwelling, lot width >100 ft
- Side Street: At least sixty (60) percent of Build-to-line [F]
- Twenty-five (25) percent for detached single family dwelling

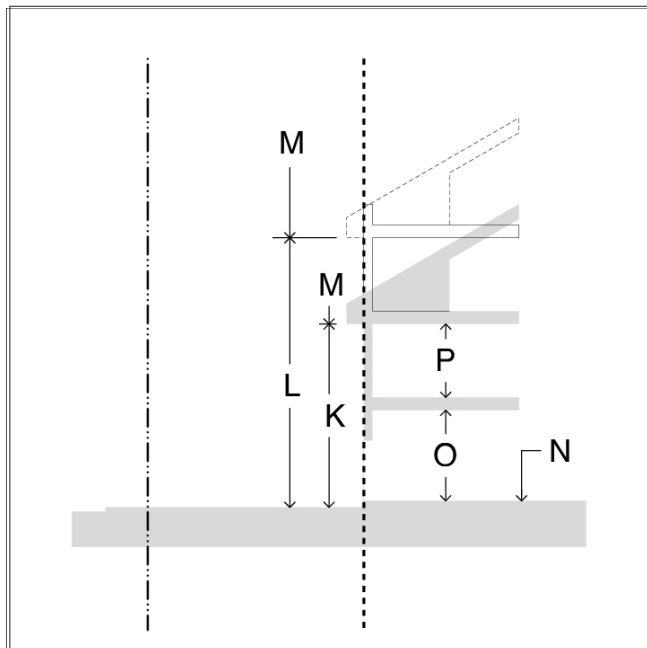
Lot Width: Per existing [G]

Lot Depth: Per existing [H]

Distance between buildings: Twenty-five (25) feet minimum [I] when accessory building is located partially or completely behind the principal building; ten (10) feet minimum when accessory building is located anywhere other than completely behind the principal building

Depth of Accessory Building: Thirty (30) feet maximum [J]

Subarea D Building Height - Figure 11



d. Building Height:

Minimum: Two (2) stories or thirty-two (32) feet [K]

Maximum: Three (3) stories or forty-five (45) feet [L]

- Two (2) stories and twenty-five (25) feet for rear garages and carriage houses; and in no case shall they be taller than the principal building
- Mezzanines and podiums greater than 1/3 of the floor plate area shall be counted as a full story

e. Maximum from Bottom of Eave to Top of Parapet or Roof:

Fifteen (15) feet maximum [M]

f. Finished Ground Floor Level: [N]

Minimum: One (1) foot

Maximum: Four (4) feet

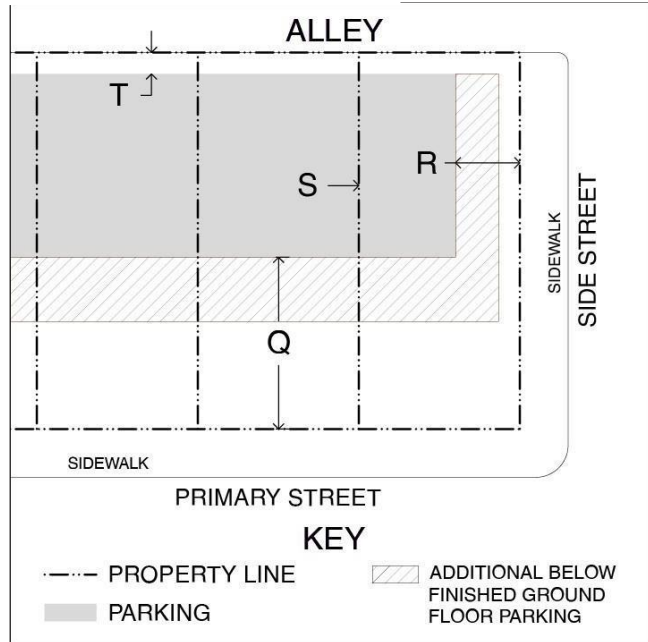
- Measured from elevation of back of sidewalk or adjacent lot level

g. Ceiling Heights:

First Floor: Twelve (12) feet minimum; Fifteen (15) feet maximum (floor to floor) [O]

Upper Floors: Eight (8) feet minimum; Twelve (12) feet maximum (floor to floor) [P]

Subarea D Parking Requirements - Figure 12



h. Parking Location:

Primary Street Setback: Primary Street Build-to-line [A], plus fifty (50) feet minimum [Q]

Side Street Setback: Ten (10) feet minimum [R]

Side Setback: Zero (0) foot, if surface lot; per principal building if structured parking

Rear Setback: Five (5) feet minimum

- Above-grade parking garages are prohibited
- At-grade parking lots must match above requirements
- Below grade parking garages must match build-to-lines and setbacks

i. Required Spaces:

Non-residential office uses:

- < 7,500 square feet: No off- street parking required
- > 7,500 square feet: One (1) off-street parking space per 1,250 sf over 7,500

Non-residential retail uses:

- < 3,000 square feet: No off-street parking required
- > 3,000 square feet: One (1) off-street parking space per 1,250 sf over 3,000

Residential uses:

- One (1) off-street parking space per dwelling unit

- j. Signs. All signage shall meet the standards of Section 36-454 of the Zoning Ordinance unless modified herein.
- Size: A maximum of twenty (20) square feet of effective area shall be permitted for each attached sign. Detached signs may be two-sided, each side not to exceed fifteen (15) square feet. A single-sided, detached sign may not exceed twenty (20) square feet.
 - Height: No detached sign shall exceed a height of seven (7) feet as measured from the street grade.
 - Sign Types: Only on-premises signs are permitted within Subarea D.

D. Building Orientation, Materials, Siting and Design. The following regulations shall apply to all principal structures within Subareas A through D, except for single-family detached dwelling units which shall conform to the requirements of Section 5 herein.

1. Building Orientation: All principal buildings shall have a primary entrance that has a relationship toward and engages the public street. For corner lots, the primary entrance must engage and have a relationship toward the higher classification street.
2. Exterior Building Cladding Materials:
 - a. Exterior building cladding materials shall be masonry, stone veneer systems, stucco, or other time and weather tested materials approved by the Administrative Review Committee.
 - b. The ground level must offer pedestrian interest along sidewalks and pedestrian paths through the use of contrasting exterior building cladding materials and architectural elements.
 - c. In no instance shall the finish of non-natural materials utilize mimic or match the texture of the natural materials utilized.
 - d. A maximum of three (3) exterior building cladding materials may be used.
 - e. Vinyl and steel clapboard siding and/or adhered thin veneer exterior building materials are prohibited.
3. Roof Finishing:
 - a. Eaves may expose rafters.
 - b. Gutters and downspouts may not discharge upon public rights-of-way.
4. Transparency:
 - a. Ground Level Transparency. The ground level of nonresidential or mixed-use buildings must offer pedestrian interest along sidewalks and pedestrian paths through the placement of windows and doors. Therefore, the first floor of any building façade facing a public right-of-way, except for alleys, shall include at least forty (40) percent of the subject façade in transparent clear glass windows and/or doors arranged so that the uses inside are visible from and/or accessible to the street. Windows and/or doors with reflective or tinted glass that impede views into a building are prohibited.

- b. All Stories Transparency. All stories of building facades, including the ground level, that face a public right-of-way, except for alleys, shall include at least forty (40) percent of the subject façade in windows or doors. The Administrative Review Committee may waive transparency requirements by up to twenty (20) percent for medical and dental office uses.

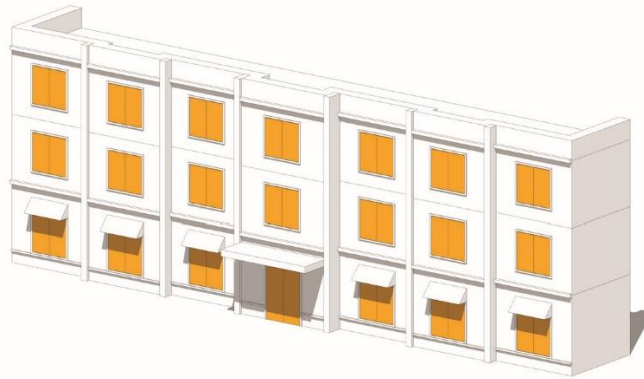


Figure 13: Transparency

5. Awnings and Canopies: Building awnings, canopies or similar weather protection devices are encouraged on the first floor of non-single-family development facing a public right-of-way. If provided, awnings or canopies shall project a minimum of three (3) feet and a maximum of ten (10) feet.



Figure 14: Awnings and Canopies

6. Articulation: The ground level must offer pedestrian interest along sidewalks and pedestrian paths that face a public right-of-way, except for alleys, through the use of contrasting elements. Facades shall be articulated with a sense of depth by including design elements that create shadow lines, change color or materials, or incorporate other details that breakdown large expanses of flat, unembellished surfaces.

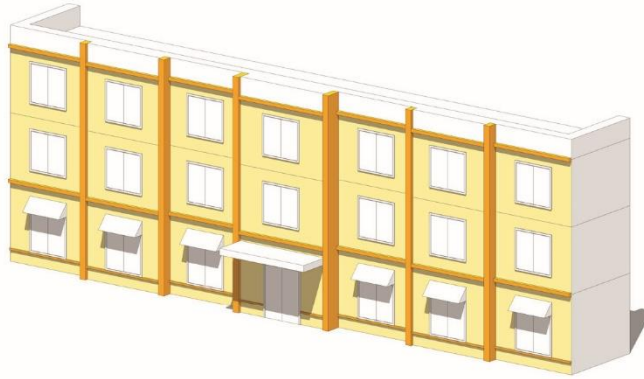


Figure 15: Articulation

E. Access, Parking, and Loading. The following regulations shall apply to all development within subarea A through D except for single-family detached dwelling units, which shall conform to the regulations contained in Section 5 herein.

1. In addition to the standards of Section 36-483, Parking and Loading, the following standards shall apply:
 - a. Any off-street parking that is provided must be located behind the building or within or under the building.
 - b. When the depth of the lot is insufficient to permit required parking to the rear of the building, parking may be located to the side of the building, provided that it is screened from view of the street by a wall of primary building material, between 36 and 48 inches in height. Screening is not required in Subarea C.
2. Parking shall not exceed the minimum required parking by more than one space per 1,000 square feet of building area unless any such extra spaces are provided in an enclosed parking garage.
3. Access shall be provided from a side street, alley, or access easement where possible.
4. Vehicular Cross Access Drives:
 - a. Internal vehicular circulation systems shall be designed to allow for vehicular cross- access between the development's vehicle parking facilities and vehicle parking facilities in an adjoining non-single-family development or to the boundary of adjoining vacant land.
 - b. Required vehicular cross access between the adjoining lots shall be provided through the use of a single two-way maneuvering lane or two one-way maneuvering lanes in conformance with Public Works Design Standards

to accommodate traffic by automobiles, service vehicles, and emergency vehicles.

- c. The Administrative Review Committee may waive or modify the requirements for vehicular cross access on determining that such cross access is impractical or undesirable because it would require crossing a significant physical barrier or environmentally sensitive area, or would create unsafe conditions.
 - d. Easements allowing cross access to and from properties served by a vehicular cross-access drive, along with agreements defining maintenance responsibilities of property owners, shall be recorded with the Greene County Recorder's Office before issuance of a building permit for development.
5. Pedestrian Walkways:
- a. ADA accessible pedestrian walkways shall be provided from the perimeter public sidewalk to the primary building entrance and from the parking lot to the primary building entrance and shall be along direct routes that do not require significant out-of-direction travel.
 - b. ADA accessible walkways must be distinguished from driving surfaces through the use of raised curbs or contrasting materials to enhance pedestrian safety. Examples of acceptable contrasting materials include, but are not limited to, stamped asphalt, special pavers, bricks, or scored concrete.

F. Screening:

1. Used Frying Oil, Trash, and Recycling Receptacles. The following screening requirements shall apply to all non-single-family development.
- a. Used frying oil, trash, and recycling receptacles shall be screened on three (3) sides with a solid, opaque material with a minimum height of six (6) feet and a maximum height of eight (8) feet.
 - b. Materials used for screening shall complement the exterior building cladding materials of the primary building.
 - c. Materials and elevations for enclosures that are attached to buildings shall be designed to be integrated into the primary building.
 - d. If enclosures are to be attached to buildings, they shall comply with applicable fire and building codes.
 - e. Shrubs shall be installed every three (3) feet along the exterior of the enclosure, except for enclosure openings, to provide a softening effect.
 - f. Enclosure openings shall be gated with an opaque material.
 - g. Enclosure openings shall be kept closed at all times except for when the receptacle is being accessed.
 - h. Property owners shall be responsible for ensuring that used frying oil, trash, and recycling receptacles are placed in the enclosure at all times

- other than when such receptacles are being accessed.
- i. Access drives shall be constructed of materials and to a thickness in conformance with Public Works Design Standards. Year-round access to the enclosure area for service trucks shall be maintained by the property owner or tenant.
 - j. Enclosures shall be of an adequate size to accommodate expected receptacles. The enclosure shall be designed to be expandable to accommodate future additional containers.
 - k. Enclosure structures shall be designed to protect the walls from damage by containers. Such protection may be provided by the use of barrier curbing, reinforced masonry walls, or other similar means.
 - l. Used frying oil, trash, and recycling receptacle enclosures shall not occupy areas used for required parking spaces.

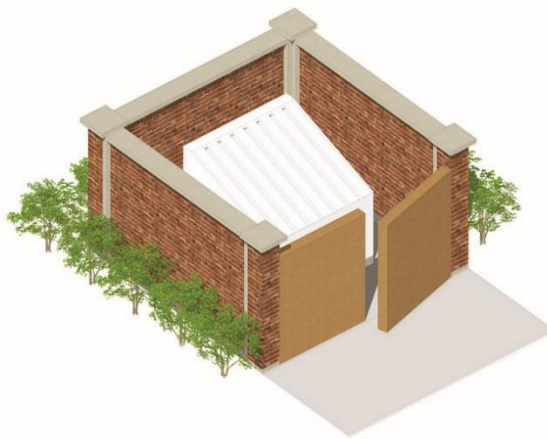


Figure 16: Used Frying Oil, Trash and Recycling Receptacle Screening

2. Ground Mounted Mechanical Units

- a. Locating mechanical units within the primary building is strongly encouraged in order to minimize exterior visual impacts. Ground mounted mechanical units are prohibited within the front yard, regardless of whether screening is provided.
- b. Ground/wall mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be screened from public view.
- c. Materials used for screening shall be designed and established so that the area or element being screened is no more than twenty (20) percent visible through the screen.
- d. Chain-link fence or slats in chain-link fence shall not be used to meet this requirement.

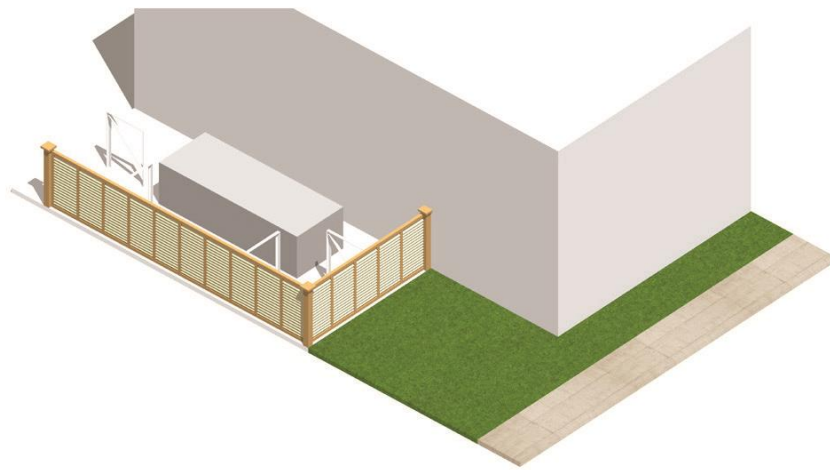


Figure 17: Ground/Wall-Mounted Mechanical Unit Screening

3. Roof Mounted Mechanical Units

- a. Locating mechanical units within the primary building is strongly encouraged in order to minimize exterior visual impacts.
- b. Roof mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be completely screened from public view.
- c. Materials used for screening shall be architecturally integrated with the building and shall be continuous and permanent.
- d. Screening shall be required when new equipment is installed and shall be provided around both new and existing roof mounted mechanical units in order to provide visual continuity. Normal maintenance of roof mounted mechanical units shall not mandate the screening requirements.
- e. Additional screening may be required due to topographic differences in the adjoining properties.

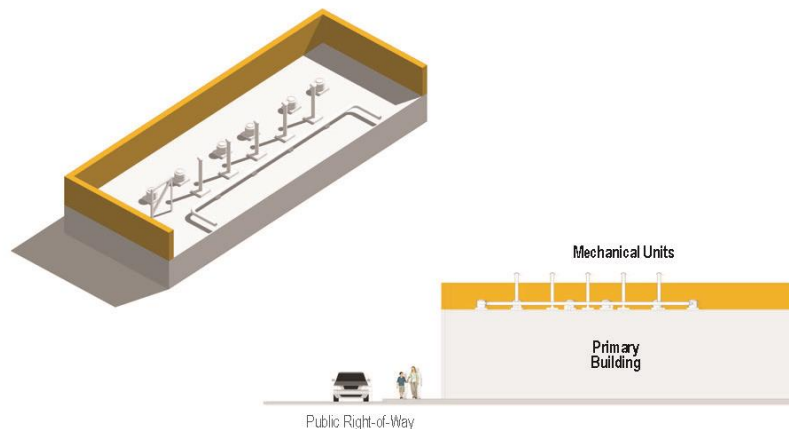


Figure 18: Roof-Mounted Mechanical Unit Screening

4. Fencing

- a. No fence or wall over six (6) feet shall be erected on any lot within the Rountree Urban Conservation District.
- b. No fence over forty-eight (48) inches in height shall be erected within twenty (20) feet of National Avenue, Cherry Street, Elm Street or Pickwick Avenue.
- c. Fences within eighty (80) feet of National Avenue, Cherry Street, Elm Street and Pickwick Avenue shall be at least eighty (80) percent transparent.
- d. Chain link, vinyl, metal sheeting and plastic fencing are prohibited within twenty (20) feet of National Avenue, Cherry Street, Elm Street and Pickwick Avenue.
- e. Chain link shall not be used to satisfy landscaping and screening requirements.
- f. The finished side of the fence or wall must face the adjacent property or the street.
- g. At- and below-grade patios shall be enclosed by a fence or wall between 36" to 48".

G. Landscaping and Bufferyards

1. Bufferyards: Bufferyards shall be required along interior property lines of all non-single-family development when adjacent to single-family uses. It is not anticipated that the bufferyard will totally screen such uses but rather will minimize land use conflicts and enhance aesthetics.
 - a. Applicability: Bufferyards are required in the following situations:
 1. The construction or installation of any new primary building or primary use; and
 2. The expansion of any existing primary building that results in an increase in gross floor area by more than five (5) percent or one thousand (1,000) square feet, whichever is greater. In the case of expansions that trigger compliance with the bufferyard requirements, bufferyards are only required in proportion to the degree of expansion. The Administrative Review Committee is authorized to allow the bufferyard plantings to be established adjacent to the area of expansion.
 - b. Bufferyard Standards:
 1. Width: The bufferyard shall have a minimum width of seven (7) feet. Required yard setbacks may be utilized for the bufferyard.
 2. Fences: The exterior line of the bufferyard shall be improved with a fence meeting the following standards:
 - (a) Height: The fence shall be six (6) feet in height.
 - (b) Materials: The material of the fence shall be pressure treated wood (chemically treated or naturally resistant to decay) or wood composites.
 - (c) Design: The finished side of the fence shall face the adjacent property.
 - (d) Location: Fences shall be in line with the fences of adjacent properties, shall provide safe site distance where driveway curb cuts

intersect public rights-of-way, and shall not extend beyond the front elevation of the primary building.

- c. Landscape Elements: The bufferyard shall, at a minimum, be improved with the following landscape elements:
1. Canopy/Evergreen Trees: Four (4) canopy and/or evergreen trees shall be planted per every one hundred (100) lineal feet of bufferyard.
 2. Shrubs/Native Grasses: Ten (10) shrubs/native grasses shall be planted per every one hundred (100) lineal feet of bufferyard.



Figure 19: Buffer Area Landscape

- d. Installation and Maintenance of Landscape Areas:
1. All installed landscape shall conform to the most recently approved American Standard for Nursery Stock (ANSI Z60.1) published by the American National Standards Institute.
 2. All new landscape areas shall be installed prior to the occupancy or use of the building or premises, or substantial completion of the building to allow for occupancy; or if the weather conditions are not conducive to planting, the developer shall apply to the Administrative Review Committee for a delay in landscape installation. The delay in landscape installation request shall identify a date certain by which all required landscape materials shall be installed or the developer shall be subject to a fine.
 3. A total cost estimate of landscaping for the construction must be given in January 1 dollars for the current calendar year. Twenty (20) percent of the total landscaping costs must be deposited in escrow with the City before building permits are granted. The twenty (20) percent landscaping deposit will be held in escrow for a period of one (1) year past the time of planting and will be refunded on approval of the City.
 4. Dead plant materials shall be replaced within sixty (60) days, taking into consideration the season of the year, and shall have at least the same quantity and quality of landscape elements as initially approved. If the particular project is constructed in more than one phase, the sixty (60) day timeframe shall apply to each individual phase.
 5. All landscape shall be maintained in a healthy, neat, trimmed, clean and weed-free condition. With the exception of surface areas in vegetated stormwater management areas where mulch is not specified, the ground surface of

landscape areas shall be covered with either turf and/or other types of pervious groundcover located beneath and surrounding trees and shrubs.

6. For stormwater management areas where irrigation is not specified, all installed plantings shall be guaranteed for a period of eighteen (18) months following City approval of installation. During this guarantee period, the landowner shall supply water as necessary to promote successful establishment and growth.
7. Any required landscape area not intended for stormwater management that is greater than one hundred and fifty (150) square feet in area shall be provided with an underground irrigation system or shall be provided with a portable water supply within fifty (50) feet of said landscape areas. No part of an irrigation system may be installed in City rights-of-way.
8. All plantings required under this Subsection G shall be maintained perpetually and replaced if they die or are substantially weakened or damaged. If plantings die, they shall be replaced with more culturally suitable species of the same type (e.g. tree, shrub, groundcover).

Section 5 – Subarea E and F Regulations

Subareas E and F of the Rountree Urban Conservation District are known as the Rountree Single-Family Neighborhood Area. Subareas E and F are characterized by a diverse single-family housing stock. The regulations in this Section are intended to promote the continued status of these subareas as single-family residential and off-set the potential adverse impact of adjacent land uses to the character of these subareas.

A. Permitted and Conditional Uses: The following key is to be used in the interpretation of Table 2, Permitted and Conditional Uses Subareas E and F, in this section :

1. Permitted Uses: Uses which are marked as “P” in the table shall be allowed in a subarea subject to all application regulations of this district.
2. Conditional Uses: Uses which are marked as “C” in the table shall be allowed in a subarea upon the approval of a Conditional Use Permit as detailed in Section 36-363.
3. Uses Not Listed: If a proposed use is not listed in the table, the Administrative Review Committee shall determine if the use is substantially similar to a use listed in the table. If it is, the proposed use shall be treated in the same manner as the substantially similar use. If not, the use shall be prohibited.
4. Additional Regulations: If uses have additional regulations, such standards are referenced in this column. Additional regulations shall apply to permitted and conditional uses. Where additional regulations conflict with Rountree Urban Conservation District subarea standards, the subarea standards shall be followed.

Subareas E and F Uses - Table 2		Subareas	
Use	Additional Regulations	E	F
Residential Uses			
Dwelling, Single Family Detached		P	P
Dwelling, Single Family Semi-Detached	Section 36-361	P	P
Day Care Homes		P	P
Group Homes, residential	Section 36-465	P	P
Other Uses			
Churches (min 2 acres of land)		P	P
Adaptive use of non-residential structures	Section 36-363(10)(b)	C	C
Non-commercial, not-for-profit residential neighborhood facilities	Section 36-467	C	C
Public museums and libraries (min 2 acres of land)		C	C
Accessory Uses			
Accessory Uses	Section 36-450	P	P

B. Building and Lot Standards

Subareas E and F Building and Lot Standards – Table 3	
	Areas E and F
Lot Standards	
Lot Area	Per R-SF, Residential Single-Family Residential District
Lot Width	Minimum per R-SF, Residential Single-Family Residential District Maximum of one-hundred (100) feet; except that lots existing as of June 5, 2023 are exempt from the one-hundred (100) foot maximum lot width restriction
Lot Depth	Per R-SF, Residential Single-Family Residential District
Yard Setbacks (build to line)	
Front, minimum (ft)	25 (Primary Street) 5 (Side Street) <u>Exception:</u> 15 for parcels fronting McCann Avenue and Belmont Street in Area E and the south side of Cherry Street east of Fairway Avenue in Area F
Front, maximum (ft)	50 (Primary Street) 10 (Side Street)
Side, minimum (ft)	5 (Primary building) 3 (Accessory building)
Side, maximum (ft)	15 (Primary Building)

C. Design Standards:

1. **Pedestrian Access:** A hard-scaped pedestrian path shall be provided from the primary pedestrian entrance of a single-family home to the driveway and/or sidewalk.
2. **Building Entrance:** The primary pedestrian entrance to a new single-family residential home, or home to be rehabilitated, shall be located off the front porch, front stoop, or side porch.
3. **Individual Identity:** To the extent possible, single-family homes constructed adjacent to each other should exhibit unique characteristics, regardless of whether they utilize the same floor plan. Acceptable alternatives may include varying roof pitches and orientation, window arrangement, porch arrangement, materials, and other building elements, provided that such alternatives shall not conflict with other design elements addressed in these regulations.

4. Porches:
 - a. Single-family residential homes shall include a front porch, stoop, or side porch.
 - b. When a front porch is provided, the porch shall be at least eight (8) feet in depth and, shall span at least twelve (12) feet in width or approximately fifty (50) percent of the front building façade, whichever is greater.
5. Garages:
 - a. A garage is not a required building element. When utilized, attached or detached garages shall be located on the parcel in a manner consistent with most of single-family homes in the vicinity, except that it is preferable to remove the garage from the front building façade where possible
 - b. Attached garages located on front building facades shall be recessed a minimum of twenty (20) feet behind the front building line (including the porch). The total garage opening facing the street shall not exceed eighteen (18) feet in width.
 - c. Detached garages shall be of a similar height as garages on adjacent lots, shall have a roof pitch like that of garages on adjacent lots and shall be of a scale such that the garage is clearly accessory to the principal residential structure.
 - d. No metal carports or metal storage buildings shall be visible from the public street (alleys excluded).
6. Roof:
 - a. The principal structure's roof pitch and the orientation of the roof ridge shall be compatible with homes in the vicinity. This requirement does not disallow roof line alterations, if necessary, for structures subject to rehabilitation so long as the alteration is reasonably consistent with the surrounding neighborhood.
 - b. The roof style, including gables and dormers, shall be consistent with homes in the vicinity. False dormers may be permitted to ensure consistency of roof style.
 - c. Exposed fastener metal roofs are not permitted.
7. Fencing: Chain link and other wire fences shall not be permitted in front of the building face.
8. Utility Placement: Electric and gas meters serving new construction shall not be placed on a street-facing building façade. Every effort shall be made to locate or re-locate electric and gas meters to a non-street facing building façade of a dwelling unit to be rehabilitated.

9. Circular Drives: Circular driveways are permitted if sufficient frontage is available and if approved by the City Traffic Engineer.

10. Solid Waste Containers:

- a. Solid waste containers shall not be placed at the curb earlier than the evening preceding collection and shall be removed within twenty-four (24) hours after being placed at the curb. The person placing the solid waste container and/or the owner of the property where the contents have been generated shall be responsible for any violation of this subsection (11).
- b. Solid waste containers, unless placed at the curb for collection in accordance with subsection (a) above, are prohibited in the front yard.

Owen, Alana

Subject: RE: Z-11-2023 / Rountree Urban Conservation District

Hi,

I received a letter yesterday dated March 22 regarding Z-11-2023 / Rountree Urban Conservation District.

I am not in the district but I am within 185 feet.

I would like to comment regarding new design standards for Residential E&F recommendations. Specifically, regarding front porches and garage locations. Since you propose to include Elm Street, I would note that Elm between Glenstone and the railroad tracks is characterized by what I would call Ranch or Rambler style homes. Many of these existing homes have a garage that is attached to the home and is not set back 20 feet from the building line. These existing houses may not have a front porch of the 8 Feet by 12 feet you specify. Therefore, if any new houses were to be built, they would not fit into the style of the existing houses. Further, by requiring the garage to be back from the house, it would limit the amount of yard available for any Accessory Dwelling Unit if those are ever allowed. Regarding the width of the garage door not exceeding 18 feet, My garage door is 15 feet wide and is too narrow for me to actually use it as a 2 car garage. If it was ever knocked down in a tornado or something I would want it to be rebuilt much wider. Mine is behind the house, and I am outside the UCD anyhow, but 18 Feet might be too small.

Regarding Goal 11, I would object to any expansion of commercial use on Elm St east of National. Elm St is too narrow. It is already a nightmare at certain times of day because of traffic in/out of the lot behind Panera. Similarly I object to expansion of the Cherry/Pickwick commercial area further north on Pickwick as it would encroach on the existing residential neighborhood and cause more traffic on Elm St.

Elm St is a problem already at Pickwick and Elm and Weller and Elm because of the railroad tracks which prevent use of 4 way stop at Weller or 3 way at Pickwick / Elm. So, I would object to any development that increases vehicular traffic.

Regarding Cherry Street itself, the recent streetscaping and lane narrowing looks very nice but is terrible in real life. The bump outs cause very tight 2 way traffic and when delivery vehicles such as the big USPS Vans, Amazon, Fedex , UPS etc. stop, they block traffic.

I would tear all that out, widen the street back and put speed humps/bumps or put synchronized traffic signals on either side of the train tracks.

Those bump outs are also a hazard when it snows because they are obstructed and if the street is ever plowed, the plowed lanes are narrower.

Anyhow, that's my two cents.

Thanks

--

Steve Finn

1700 E. Walnut St.
Springfield MO 65802

+1-417-353-0553 voice
no more fax



EXPLANATION TO COUNCIL BILL 2023-136 (JENSON)

FILED: 05/17/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.21 acre of property generally located at 3503 West Washita Street from Greene County Plot Assignment District No. 1901 to R-SF, Single-family residential district; and adopting an updated Official Zoning Map. (Staff and the Planning and Zoning Commission recommend approval.) (By: South Creek Development Corp; 3503 W. Washita Street; Z-6-2023.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.21 acres of property generally located at 3503 W. Washita Street from Greene County Plot Assignment District No. 1901 to City of Springfield R-SF, Single-family residential district.

BACKGROUND INFORMATION: **ZONING CASE NUMBER Z-6-2023**

The applicant, South Creek Development Corporation, is requesting to rezone approximately 0.21 acres of property generally located at 3503 W. Washita Street from Greene County Plot Assignment District No. 1901 to City of Springfield R-SF, Single-family residential district. The north portion of the subject property, a spite strip fronting on West Bypass, is included in a separate rezoning request to the HC, Highway commercial district as part of Z-4-2023 with Conditional Overlay District No. 225. The subject property would then be split along its zoning district boundaries through the Major Subdivision process, allowing the north half to provide limited access to the commercial development via West Bypass while reserving the southern portion along W. Washita Street for future residential development (or any other land use permitted in the R-SF district). The intent of the proposal is to ensure that the commercial zoning contemplated by Z-4-2023 with COD No. 225 does not further encroach upon the existing single-family neighborhood in the area.

REMARKS: The Planning and Zoning Commission held a public hearing on March 9, 2023, 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 applicant, South Creek Development Corp, has requested to rezone the south portion of the property generally located at 3503 W. Washita Street from Greene County Plot Assignment District No. 1901 to the City of Springfield's R-SF, Single-family residential district. The intent of this proposal is to later subdivide this property, allowing the south portion in question to become a single-family home (or other permitted use within the R-SF district) while the north portion will be annexed and rezoned as part of the future commercial development proposed at the intersection of W. Sunshine Street and West Bypass (Z-4-2023 with COD No. 225).
2. During the formation of the new Comprehensive Plan, this property was assigned the Traditional Neighborhood Placetype. The proposed rezoning would limit the development of this property to those uses permitted by the R-SF district, which is generally like Greene County's Plot Assignment District No. 1901 – the zoning of the single-family neighborhood to the east and south. Given the general compatibility between these districts, staff has determined that the rezoning is appropriate.
3. There are changing conditions in the area affected that make the proposed rezoning necessary. The applicant is associated with the proposal north of the subject area, to annex and rezone certain property for future commercial development at the intersection of W. Sunshine Street and West Bypass. As part of the applicant's intent to subdivide the commercial property in a future preliminary plat, the subject area will become its own lot, separate from the commercial development to the north. The rezoning of this site would then permit the construction of a new single-family home at this location.
4. The range of uses in the proposed R-SF, Single-family residential district are compatible with the uses permitted on other property in the immediate vicinity. Should the property be rezoned to the Single-family residential district, all the uses listed in subsection 36-380 (2) would be permitted, including single-family homes, churches or other places of worship, community gardens, and police and fire stations. Any future land use would be required to meet the minimum property line setbacks noted in subsection 36-380 (6); based on the relatively small parcel size, it is unlikely that anything other than a single-family detached dwelling will be constructed at this location should the rezoning be approved.
5. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned. Per the reviews provided by City Utilities and Environmental Services – Wastewater Management, neither entity has noted concerns with the proposed rezoning at this time.
6. The impact of the uses, which would be permitted if the property were rezoned, will not significantly increase the volume of vehicular and pedestrian traffic, or reduce traffic safety in the vicinity. Per the review provided by Public Works – Traffic, there are no concerns regarding the traffic anticipated to be generated because of an approved rezoning at this location.



7. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.
8. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

Submitted By: Kyle McGinnis, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 5/26/2023

Attachments:

1. Z-6-2023_ord
2. Z-6-2023_exhA
3. Z-6-2023_exhB
4. Z-6-2023_exhC

One-rdg. _____
P. Hrngs. X
Pgs. 18
Filed: 05-30-23

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-136

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 0.21 acre of property generally located at 3503 West Washita
4 Street from Greene County Plot Assignment District No. 1901 to R-
5 SF, Single-family residential district; and adopting an updated
6 Official Zoning Map. (Staff and the Planning and Zoning
7 Commission recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 3503 West Washita Street from Greene County Plot Assignment
12 District No. 1901 to R-SF, Single-family residential district; and
13

14 WHEREAS, following proper notice, the Planning and Zoning Commission held a
15 public hearing on March 9, 2023, a copy of the Record of Proceedings from said public
16 hearing being attached hereto and incorporated herein by this reference as "Exhibit B,"
17 and said Commission made its recommendation; and
18

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

23 WHEREAS, City Council, at its meeting on April 3, 2023, postponed the public
24 hearing on this application until June 5, 2023, at the request of staff; and
25

26 WHEREAS, proper notice was given of a public hearing before City Council, and
27 said hearing was held in accordance with the law.
28

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

32 Section 1 – The property described in "Exhibit A," which is attached hereto and
33 incorporated herein by this reference, is hereby rezoned from Greene County Plot

34 Assignment District No. 1901 to R-SF, Single-family residential district. Springfield Land
35 Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is
36 hereby amended, changed, and modified consistent with this Ordinance.
37

38 Section 2 – City Council hereby directs the City Manager, or designee, to update
39 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
40 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
41 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
42 rules of interpretation.'
43

44 Section 3 – The Official Zoning Map herein adopted shall be maintained and
45 archived in the same digital form in which this Council has approved its adoption.
46

47 Section 4 – This Ordinance shall be in full force and effect from and after
48 passage.
49

50 Passed at meeting: _____
51

52 _____
53 Mayor
54

55 Attest: _____, City Clerk
56

57 Filed as Ordinance: _____
58

59
60 Approved as to form: Jill Bennis, Assistant City Attorney
61

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

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-6-2023

Part of Lot 64, Plat for Marlborough Manor 17th Addition, Recorded in Book AAA, Page 547 and Part of the NE 1/4 of the NE 1/4 of Section 32, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northeast Corner of said NE 1/4 of the NE 1/4 of Section 32; thence South 2°45'07" West 425.83 feet along the East line of said Section 32 to a point on the Easterly Right of Way line for W. Bypass as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODOT Job No. J8U0509; thence continuing along the East line of said Section 32, South 0°32'16" West 242.67 feet to a found iron pin; thence continuing along the East line of said Section 32, South 1°14'19" West 162.89 feet to the Point of Beginning, a found iron pin at the Northwest corner of Lot 17, Final Plat, Windchime Subdivision, Recorded August 15, 1986 in Book JJ, Page 68; thence continuing along the East line of said Section 32, South 3°44'20" West 146.38 feet to a found iron at the Southwest corner of said Lot 17 and Southeast corner of said Lot 64; thence leaving the East line of said Section 32, North 88°50'45" West 79.75 feet along the South line of said Lot 64 to a point on the said W. Bypass Easterly Right of Way line; thence along the said W. Bypass Easterly Right of Way, around a curve to the left having a radius of 1363.24 feet, an arc length of 152.51 feet, a chord bearing of North 15°59'31" East and a Chord distance of 152.43; thence leaving said W. Bypass Easterly Right of Way line, South 87°29'51" East 47.33 feet to the Point of Beginning.

Contains 9,121 square feet or 0.209 acres of land, more or less.

EXHIBIT B

RECORD OF PROCEEDINGS
Planning and Zoning Commission – March 9, 2023

Z-6-2023
3503 West Washita Street
Applicant: South Creek Development Corporation

Mr. McGinnis stated that this is a request to rezone approximately 0.21 acres of property generally located at 3503 W. Washita Street from Greene County Plot Assignment District No. 1901 to City of Springfield R-SF, Single-family residential district. Staff recommends approval.

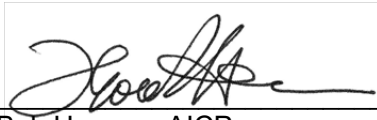
Mr. Knuckles opened the public hearing.

Mr. Thomas Walker, 2 Hawthorne Estate, Town & Country, MO is the developer and has built shopping centers all over the northeast of the United States and complimented staff on their efforts.

Mr. Knuckles closed the public hearing.

COMMISSION ACTION:

Mr. Scott motioned to **approve** Z-6-2023 (3503 West Washita Street). Mr. Colony seconded the motion. Ayes: Knuckles, Colony, Lebeck, Pauly, Ridge, Gunther, and Scott. Nays: None. Abstain: None. Absent: Jobe and Broekhoven



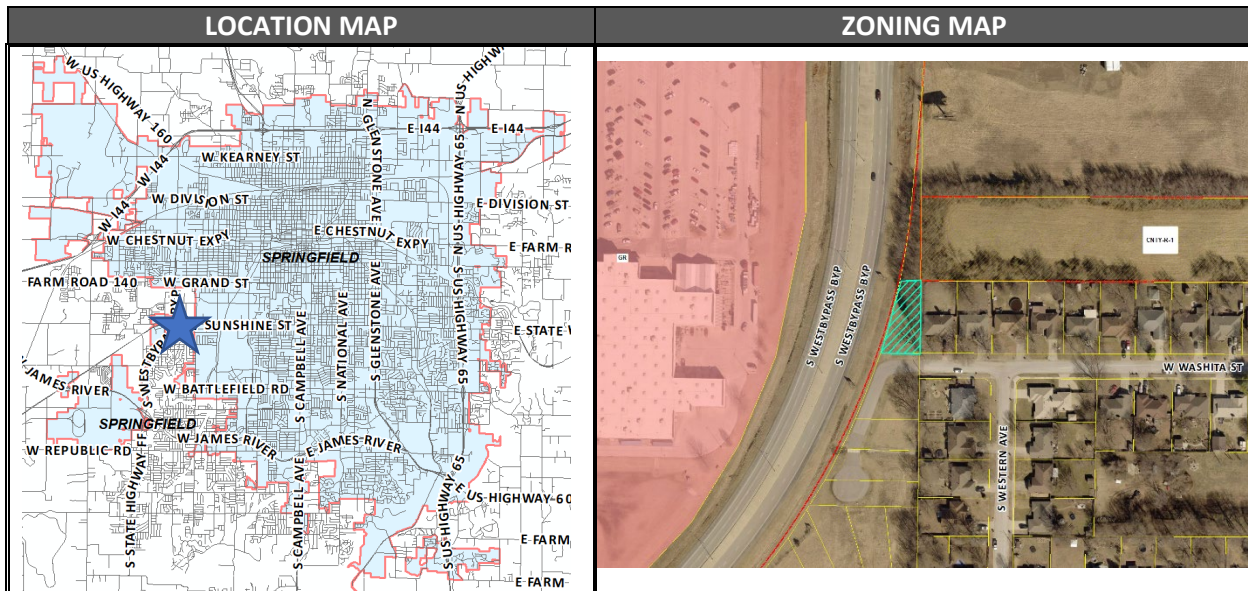
Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Z-6-2023
Location:	3503 W. Washita Street
Total Acres:	0.21 acres
Applicant:	South Creek Development Corp
Existing Land Use:	Vacant land
Neighborhood Meeting:	February 14, 2023
Planning and Zoning Commission:	March 9, 2023
City Council:	June 5, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Kyle McGinnis
Staff recommendation:	Staff recommends approval
Proposed motion:	Move to approve as submitted in the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to rezone approximately 0.21 acres of property generally located at 3503 W. Washita Street from Greene County Plot Assignment District No. 1901 to City of Springfield R-SF, Single-family residential district.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE MAPS STREET VIEW:



PROPERTY HISTORY:

This property is currently zoned Greene County Plot Assignment District No. 1901, and is undergoing rezoning in tandem with a proposal to annex the property into the City of Springfield. This district was approved in 2016 and regulates this property in the same manner as if it were zoned Greene County R-2, One- and two-family residence district. This district permits all uses and structures allowed within the R-1 district, but also permits two-family dwellings (duplexes).

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;

DEVELOPMENT REVIEW STAFF REPORT

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 REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR SINGLE-FAMILY RESIDENTIAL
Use Limitations	(a) All uses shall operate in accordance with the noise standards contained in Section 36-485, Noise standards. (b) No use shall emit an odor that creates a nuisance as determined by Chapter 2A, Article X, Springfield City Code.
Minimum Lot Size	Minimum lot area: 6,000 square feet Minimum lot width: 50 feet Minimum lot depth: 80 feet
Maximum Height	35 feet (or two and one-half stories) above finished grade when side yards are less than 15 feet. When side yards exceed 15 feet, the building's maximum height is increased to 45 feet (or three stories) above finished grade.
Bulk Plane	Not applicable to the R-SF, Single-family residential district.
Minimum Yard Requirements	Front yard: 15 feet along local streets or as required by Section 36-453, Supplemental open space and yard regulations, or 25 feet along a street classified as a collector or higher. Garages must be setback at least 20 feet regardless of street classification. Side yard: Five feet or as required by Section 36-453. Rear yard: Equal to 10% of the lot depth but may not be less than 10 feet nor shall more than 20 feet be required.
Minimum Open Space	Not less than 30% of the total lot area shall be devoted to open space including required yards and bufferyards unless modified in accordance with subsection 36-482 (15). Open space shall not include areas covered by buildings, structures, parking areas, driveways and internal streets. Open space shall contain living ground cover and other landscaping materials.
Design Requirements	(a) A site plan meeting the requirements of Section 36-360, Site plan review, shall be submitted and approved for all uses except single-family detached dwellings. (b) A plot plan meeting the requirements of subsection 36-331 (3) shall be submitted and approved for all single-family detached dwellings. (c) A landscaping plan meeting the requirements of Section 36-482, Landscaping and bufferyards, and 36-483, Off-street parking and loading area design standards, shall be submitted and approved for all uses except single-family detached dwellings.

DEVELOPMENT REVIEW STAFF REPORT

	(d) All off-street parking lots and vehicular use areas for permitted nonresidential uses shall be screened from all residential uses in accordance with Section 36-480, Screening and fencing. (e) Refuse storage areas for permitted nonresidential uses shall be screened from view in accordance with Section 36-480, Screening and fencing. (f) Required front yards shall be landscaped with grass, ground cover, plants, shrubs, or trees. Decorative landscaping materials such as rock, bark, and mulch are also permitted. Impervious surfaces in required front yards shall be minimized and, unless otherwise meeting the provisions of subsection 36-483 (2), shall be limited to driveways leading to off-street parking areas located outside the required front yard and walkways necessary for access to structures on the property. Circular driveways are permitted if sufficient frontage is available and if approved by the traffic engineer. (g) Storage of maintenance or other equipment incidental to any permitted or conditional use except a single-family detached dwelling shall be screened from view in accordance with the provisions of Section 36-480, Screening and fencing. (h) Mechanical and electrical equipment, including air conditioning units, shall be screened from view in accordance with Section 36-480, Screening and fencing. (i) Accessory building and structures shall meet the requirements of Section 36-450, Accessory structures and uses.
Buffering and Landscaping	Based on the zoning classification of the surrounding properties, bufferyard landscaping will only be required should this property develop into a nonresidential use; however, given the site's narrow dimensions, it would qualify for a reduced bufferyard in alignment with subsection 36-482 (16). The interior and perimeter landscaping requirements of subsection 36-482 (9) (a) and (b) may be applicable depending on the future use of the property.

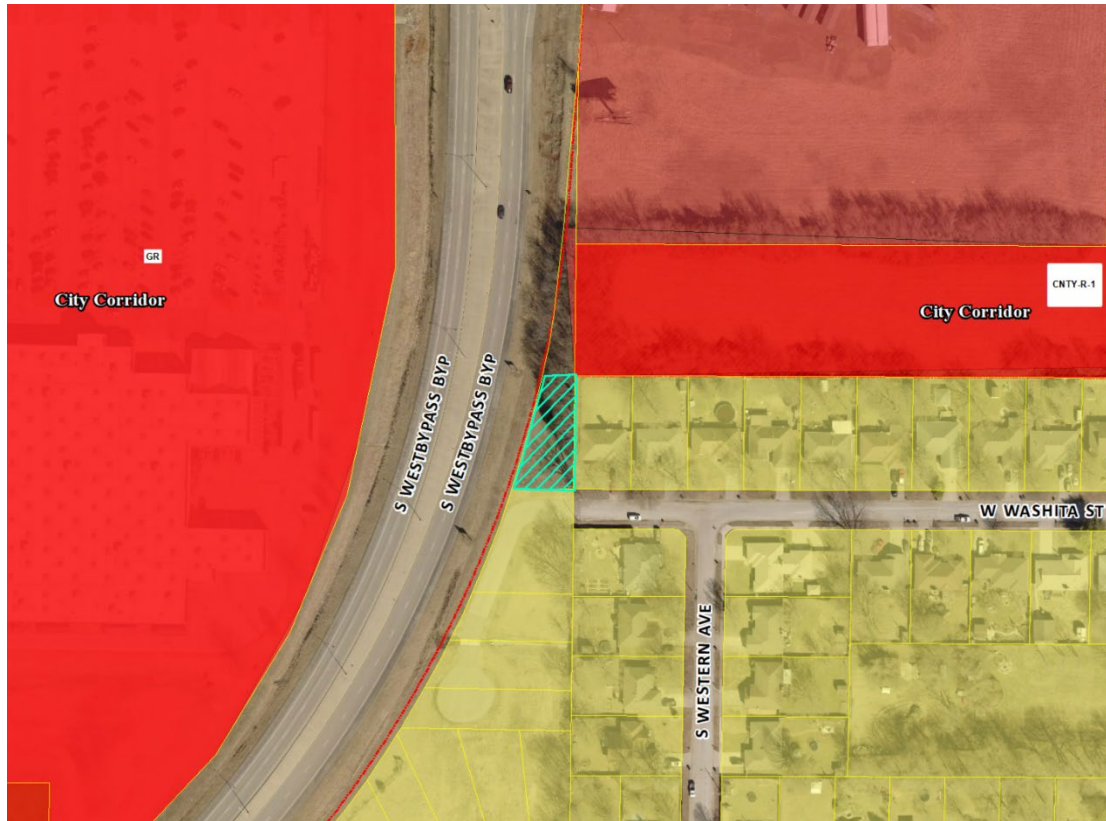
COMPATIBILITY WITH COMPREHENSIVE PLAN:

During the formation of the new *Comprehensive Plan*, all unincorporated Greene County property within identified growth areas near City Limits were given designated Placetypes to assist in the cohesive planning of property along the City's periphery. This property, along with the rest of the single-family residential neighborhood to the east and south, were given the Traditional Neighborhood Placetype designation, where one will typically find post-war single-family detached dwellings with uniform setbacks, building designs, and parcel sizes. The

DEVELOPMENT REVIEW STAFF REPORT

proposal to rezone this property to the R-SF, Single-family residential district would bring this property into compliance with the *Comprehensive Plan's* vision for this area.

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES													
	Single-Family Detached	Single-Family Attached	Multifamily	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Maker, Artisan & Innovation Spaces	Public & Private Schools & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehouse & Distribution Facilities
Residential Neighborhood	●	○	◇	○	◇	◇	○							
Mixed Residential	●	●	●	○	◇	◇	○							
Downtown		●	●	○	○	○	○	○	○	○				
Mixed-Use	○	○	●	○	○	○	○	○	○	○				
City Corridor		●	○	○	○	○	○	○	○	○				
Institutional & Employment Center			○	○	○	○	○	○	○	○				
Business Flex			○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics			○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation		●	●	○										

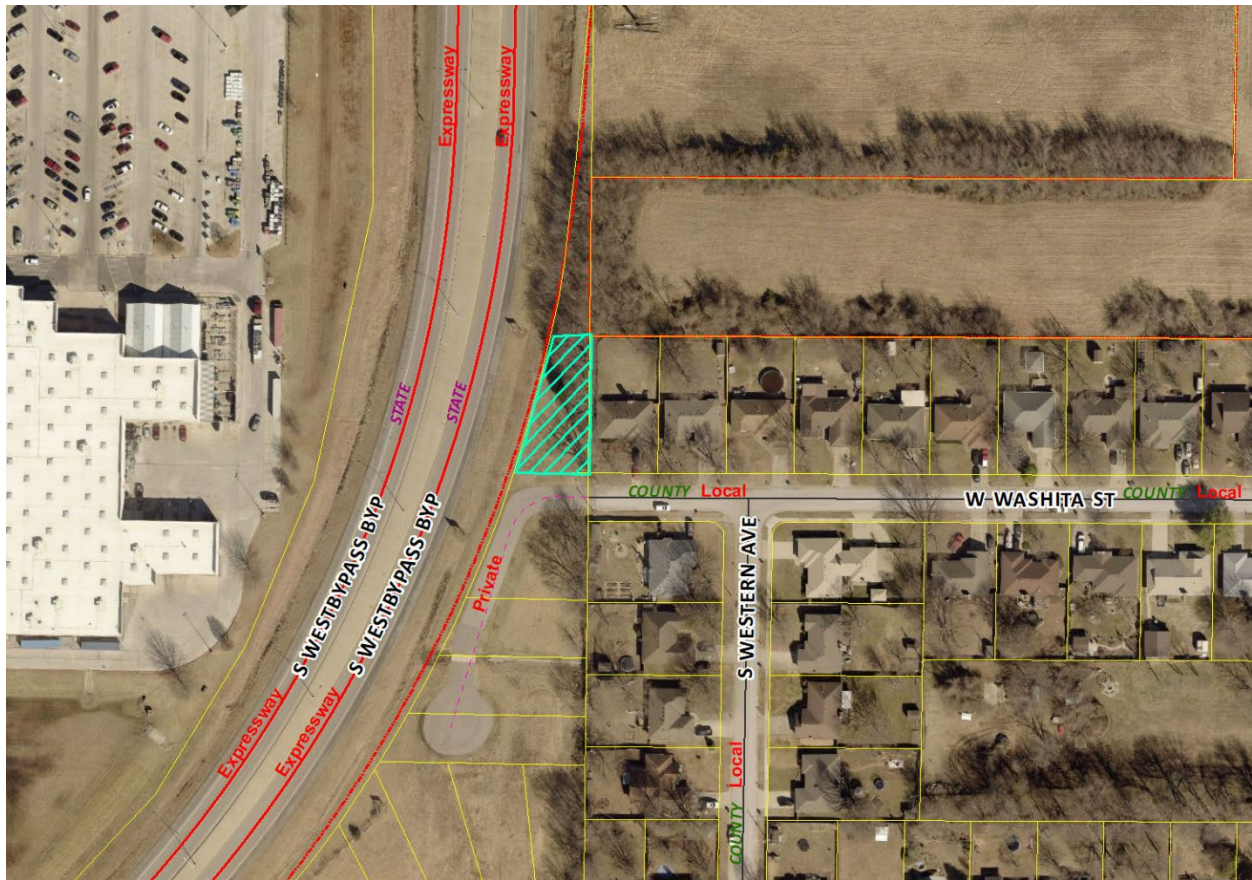
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	PAD No. 1901	PAD No. 1901	PAD No. 1901	GR
LAND USE	Vacant	Vacant	Single-family home	Retail sales (Walmart)
PLACETYPES	Traditional Neighborhood	Traditional Neighborhood	Traditional Neighborhood	City Corridor

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No issues with the proposed rezoning.
2. CITY UTILITIES:
No issues with the proposed rezoning.
3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

DEVELOPMENT REVIEW STAFF REPORT

No objections to the rezoning; however, we have the following comments:

- a. Public sewer is available to each tract; and
- b. There is a \$0.033 per square foot trunkline connection fee for this property if it drains to the north. This fee is based on the area of the property and will be added to the sewer connection permit fee when building plans are submitted.

4. FIRE DEPARTMENT:

No issues with the proposed rezoning.

5. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **South 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**.

Public Works – 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:

- a. 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.
 - i. Detention is required as part of any development on this property and along with 3444 W. Sunshine Street/1819 S. Moore Road.

Water Quality Requirements:

- a. 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 one acre or greater. Including projects less than one acre that are part of a larger common plan of development or sale that will disturb one or more acres of the life of the project. Chapter 10 Sec. 2.0.
 - a. Water Quality is required as part of any development on this property and along with 3444 W. Sunshine Street/1819 S. Moore Road.

Additional Stormwater Standards to be met:

- a. 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.

DEVELOPMENT REVIEW STAFF REPORT

- b. As-builts of the detention and water quality improvements are required. We would like the following as-built notes on the plans:
 - i. 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 measures.
- c. 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.
- d. 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.
 - i. Existing gravel surfaces meeting the above definition are eligible for 50% credit.

6. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

Street Classification, Right-Of-Way, and Jurisdiction:

City's Transportation Plan classifies W. Washita Street as a Residential Local roadway and West Bypass as an expressway. The standard right-of-way width from the centerline for W. Washita Street is 25 feet and 65 feet from centerline for West Bypass. It appears that no additional right-of-way is needed along W. Washita Street or West Bypass. A survey is recommended to determine the exact amount of existing right-of-way. W. Washita Street is a county-maintained street. West Bypass is a state-maintained roadway.

Traffic Counts & On-Street Parking:

There are no recent traffic counts for W. Washita Street or West Bypass. On-street parking is allowed along W. Washita Street. On-street parking is not allowed along West Bypass.

Driveway Access:

There is no driveway access point onto the property from W. Washita Street or West Bypass. One access to this property will be allowed to W. Washita Street based on existing City of Springfield standards for the street classification. No access will be allowed to West Bypass.

Sidewalk:

There is no existing sidewalk along the property frontage of W. Washita Street or West Bypass. Sidewalk may be required along W. Washita Street at the time of development. Sidewalk will not be required along West Bypass.

DEVELOPMENT REVIEW STAFF REPORT

Trails, Bus Stops, and Additional Information:

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along W. Washita Street near this property.

Improvements:

A Traffic Impact Study is not required for this rezoning.

Traffic – Table 1: Rezoning Details

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Washita Street	Residential Local	Yes	25	25
Street 2	West Bypass	Expressway	No	95	65

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant, South Creek Development Corp, has requested to rezone the south portion of the property generally located at 3503 W. Washita Street from Greene County Plot Assignment District No. 1901 to the City of Springfield's R-SF, Single-family residential district. The intent of this proposal is to later subdivide this property, allowing the south portion in question to become a single-family home (or other permitted use within the R-SF district) while the north portion will be annexed and rezoned as part of the future commercial development proposed at the intersection of W. Sunshine Street and West Bypass (Z-4-2023 with COD #225).
2. During the formation of the new *Comprehensive Plan*, this property was assigned within the Traditional Neighborhood Placetype. The proposed rezoning would limit the development of this property to those uses permitted by the R-SF district, which is generally similar to Greene County's Plot Assignment District No. 1901 – the zoning of the single-family neighborhood to the east and south. Given the general compatibility between these districts, staff has determined that the rezoning is appropriate.
3. There are changing conditions in the area affected that make the proposed rezoning necessary. The applicant is associated with the proposal north of the subject area, to annex and rezone certain property for future commercial development at the intersection of W. Sunshine Street and West Bypass. As part of the applicant's intent to subdivide the commercial property in a future preliminary plat, the subject area will become its own lot, separate from the commercial development to the north. The rezoning of this site would then permit the construction of a new single-family home at this location.
4. The range of uses in the proposed R-SF, Single-family residential district are compatible with the uses permitted on other property in the immediate vicinity. Should the property be

DEVELOPMENT REVIEW STAFF REPORT

rezoned to the Single-family residential district, all of the uses listed in subsection 36-380 (2) would be permitted, including single-family homes, churches or other places of worship, community gardens, and police and fire stations. Any future land use would be required to meet the minimum property line setbacks noted in subsection 36-380 (6); based on the relatively small parcel size, it is unlikely that anything other than a single-family detached dwelling will be constructed at this location should the rezoning be approved.

5. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned. Per the reviews provided by City Utilities and Environmental Services – Wastewater Management, neither entity has noted concerns with the proposed rezoning at this time.
6. The impact the uses, which would be permitted if the property were rezoned, will not significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity. Per the review provided by Public Works – Traffic, there are no concerns regarding the traffic anticipated to be generated as a result of an approved rezoning at this location.
7. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.
8. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the *Comprehensive Plan's* Traditional Neighborhood Placetype and on the findings of fact as noted above.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification.
2. Recommend a change in the zoning district classification.
3. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the planning and zoning commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

EXPLANATION TO COUNCIL BILL 2023-137 (JENSON)

FILED: 05/17/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance granting Conditional Use Permit No. 472 for the purpose of permitting a self-storage facility as a conditional use within the GR – General Retail District, generally located at 1706 South Zimmer Avenue. (Staff and Planning and Zoning Commission both recommend approval.) (By: Bibi Investments & Development, LLC; 1706 South Zimmer Avenue; Conditional Use Permit No. 472.)

PURPOSE: To permit a self-service storage facility as a conditional use within a GR, General Retail district generally located at 1706 South Zimmer Avenue. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: CONDITIONAL USE PERMIT NUMBER 472

The applicant, Bibi Investments & Development, LLC, is requesting approval of a Conditional Use Permit ("CUP") to allow a self-service storage facility within a GR, General Retail zoning district generally located at 1706 South Zimmer Avenue. The GR, General Retail district requires approval of a CUP for a self-service storage facility.

CONDITIONS:

1. The regulations and standards listed on "Exhibit D - Attachment 2" shall govern and control the use and development of the land in Conditional Use Permit Number 472 in a manner consistent with the attached site plan ("Exhibit D - Attachment 5").

FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit ("Exhibit D - Attachment 2").
2. Approval of this application is subject to the Requirements for Approval ("Exhibit D - Attachment 1") and site plan ("Exhibit D - Attachment 5").
3. Approval of this request will provide for development of the subject property which is already served by 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 May 11, 2023, and recommended approval, by a vote of 8 to 0 of the proposed conditional use permit (see the attached "Exhibit C," Record of Proceedings).



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

Submitted By: Michael Sparlin, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 5/22/2023

Attachments:

1. CUP 472 1706 S Zimmer Avenue_ord
2. CUP 472_exh A
3. CUP 472_exh B
4. CUP 472_exh C
5. CUP 472_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 32
Filed: 05-30-23

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-137

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 472 for the purpose of permitting a self-
2 storage facility as a conditional use within the GR – General Retail
3 District, generally located at 1706 South Zimmer Avenue. (Staff and
4 Planning and Zoning Commission both recommend approval.)
5 _____
6

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

11 WHEREAS, following proper notice, the Planning and Zoning Commission held a
12 public hearing on May 11, 2023, a copy of the Record of Proceedings from said public
13 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
14 and recommended approval of Conditional Use Permit No. 472 for the property
15 generally located at 1706 South Zimmer Avenue and zoned GR – General Retail
16 District; and
17

18 WHEREAS, City Council finds that sufficient evidence has been presented to
19 satisfy all applicable standards of the Land Development Code for issuance of
20 Conditional Use Permit No. 472; and
21

22 WHEREAS, the granting of such permit is deemed proper, and it is not found to
23 harm the community or injure the value, lawful use, and reasonable enjoyment of
24 properties in the vicinity of 1706 South Zimmer Avenue.
25

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

29 Section 1 – City Council adopts the City staff's specific findings of fact on the
30 proposed conditional use as set forth in "Exhibit D – Attachment 2." "Exhibit D" is
31 attached hereto and incorporated herein by this reference in its entirety. Conditional Use
32 Permit No. 472 is hereby granted in accordance with and subject to the provisions of
33 Section 36-363 of the Land Development Code. Conditional Use Permit No. 472 is
34 granted for the purpose of permitting a self-storage facility as a conditional use within

the GR – General Retail District, located at the property described in “Exhibit B,” which is attached hereto and incorporated herein by this reference, and which is generally located at 1706 South Zimmer Avenue.

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 472” described in “Exhibit D – Attachment 1” and “Exhibit A,” which is attached hereto and incorporated herein by this reference. Additionally, the provisions contained in “Exhibit D – Attachment 1” 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. Hays, City Manager

EXHIBIT A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 472

1. The self-service storage facility shall comply with all of the standards listed in Attachment 2.
2. The self-service storage facility shall be permitted in substantial conformance with Attachment 5.
3. The self-service storage facility shall consist of individual, indoor storage units completely enclosed within a single building.
4. All other standards of the Zoning Ordinance and other applicable Ordinances shall be adhered to.

EXHIBIT B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 472

The West Four Hundred feet of Lots 5 and 6 of Hampden Park, a subdivision in the City of Springfield, Greene County, Missouri, per the plat recorded in Book "N" at Page 32 of the Greene County Deed Records.

EXHIBIT C

RECORD OF PROCEEDINGS
CONDITIONAL USE PERMIT 472

1706 South Zimmer Avenue

Applicant: Bibi Investments & Development, LLC

Mr. Sparlin stated that this is a request to permit a self-service storage facility as a Conditional Use Permit within a GR, General Retail district generally located at 1706 South Zimmer Avenue. He also noted the applicant had submitted attachment 5 (site plan) which shows an update and the difference between the two is the square feet from 160,000 square feet to (range) approximately 170,000 square (for flexibility) and will be known/settled by the time they submit for permits. Staff has no issues with the change.

Mr. Jobe noted that they will need commission action on the amendment.

COMMISSION ACTION: (amend application)

Mr. Colony motioned to **amend** the application to accept Attachment 5 for Conditional Use Permit 472 (1706 South Zimmer Avenue). Mr. Pauly seconded the motion Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven.

Mr. Colony noted that this area has been presented before the commission when it was annexed and asked about the orphan properties that is not being annexed.

Mr. Sparlin noted that they applicant requested the annexation and not the city requested it.

Mr. Jobe opened the public hearing.

Mr. Daniel Richards, representing the owner. This will be for self-storage uses and be contained in a single building and will also have a retail component to the building. Only one person attended the neighborhood meeting and appreciate staff allowing the amendment (attachment 5) as they want the flexibility.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

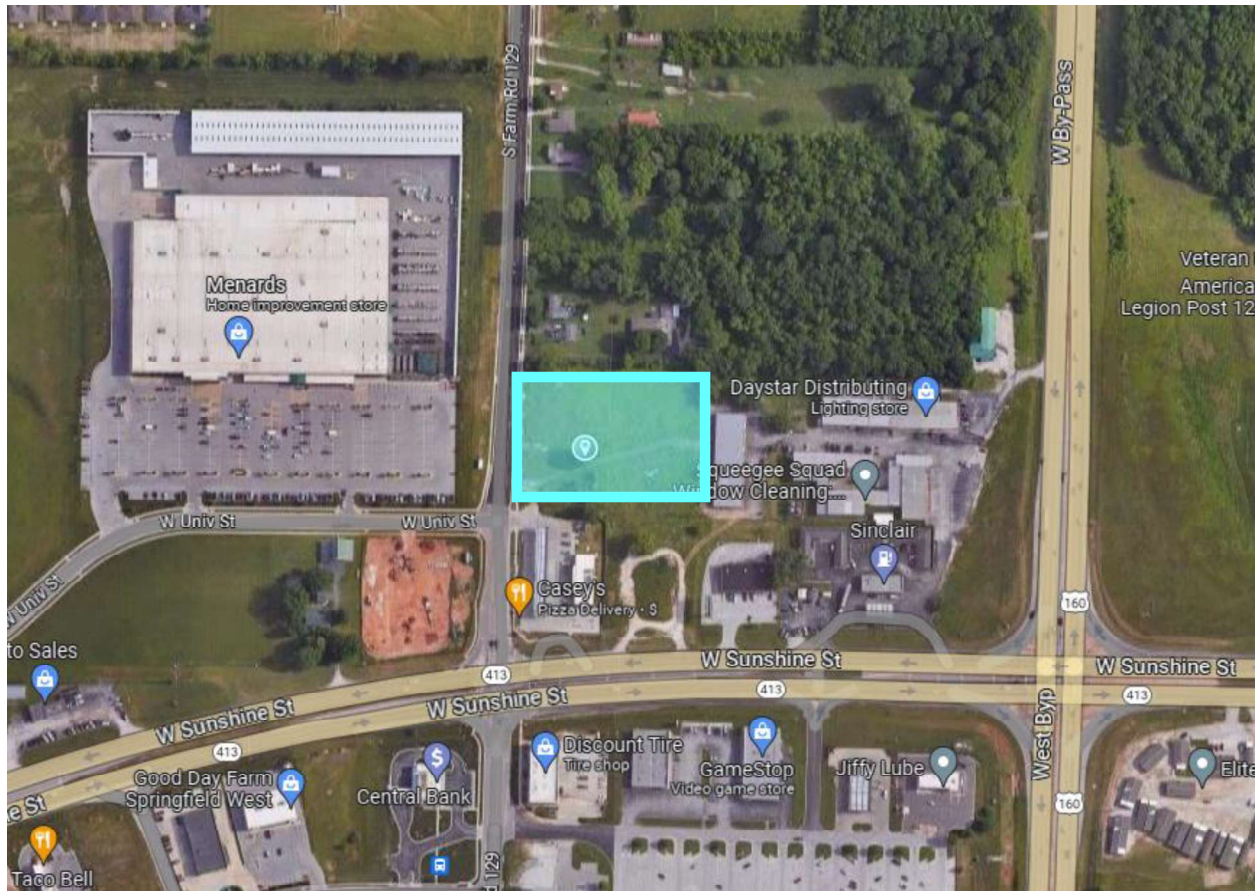
Mr. Knuckles motioned to **adopt** Conditional Use Permit 472 (1706 South Zimmer Avenue) of the staff responses in Attachment 2 as the findings of fact and recommend approval subject to the conditions listed in Attachment 1. Mr. Colony seconded the motion Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven.



Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property was annexed and zoned to GR, General Retail w/ COD No. 205 in December 2021.

PLANNING AND ZONING COMMISSION AUTHORITY:

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 months 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 is 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.

DEVELOPMENT REVIEW STAFF REPORT

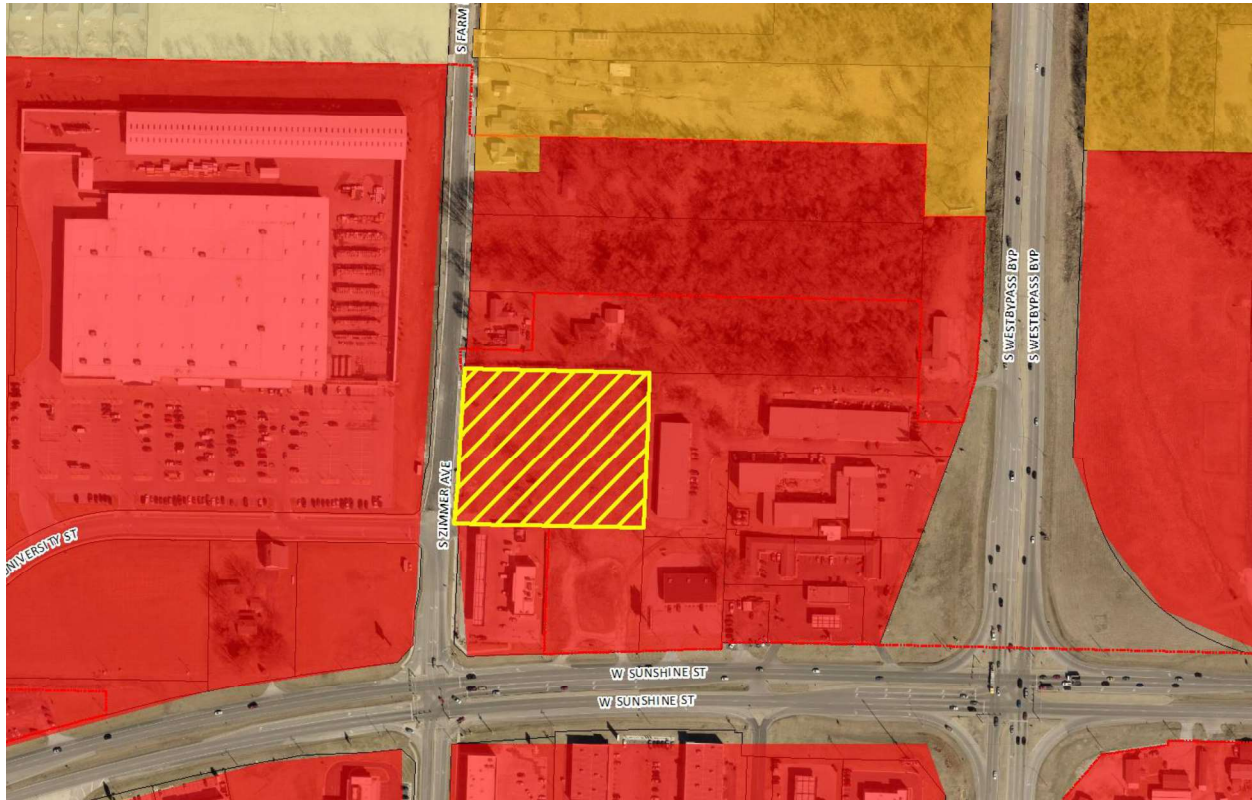
COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the City Corridor placetype. The City Corridor placetype predominantly consists of commercial and service-related development varying in scale, ranging from standalone businesses to large retail centers. City Corridors are also key locations to support and encourage multi-family developments that rely on proximity to retail, commercial services, and employment centers. Each of these use groups are best located along major roadways with high volumes of traffic. This placetype is not only highly accessible by car, but also by walking, biking, and transit. City Corridors provide a wide range of shopping, service, entertainment, and employment destinations for both residents and visitors. Common uses within the placetype include chain restaurants, gas stations, hotels, national retailers, movie theaters, smaller offices, and a variety of support services.

The *Plan* identifies outdoor and personal storage as a supporting use for the City Corridor placetype.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES															
	Single-Family Detached	Single-Family Attached	Multi-Family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Major, Artisan & Innovation Spaces	Public & Private Schools & Places of Worship	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehousing & Distribution Facilities	Heavy Industry & Manufacturing	Airport, Railroad & Freight Facilities
Residential Neighborhood	●	○	◇	○	◇	◇	○									
Mixed Residential	●	●	○	○	◇	◇	○									
Downtown			●	○	○	○	●	○	○	○						
Mixed-Use	○	○	●	○	○	○	●	○								
City Corridor			●	○	○	○	●	○	○	○						
Institutional & Employment Center			○	○	○	○	○	○	○	○						
Business Flex				○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics				○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation			●	●	○											

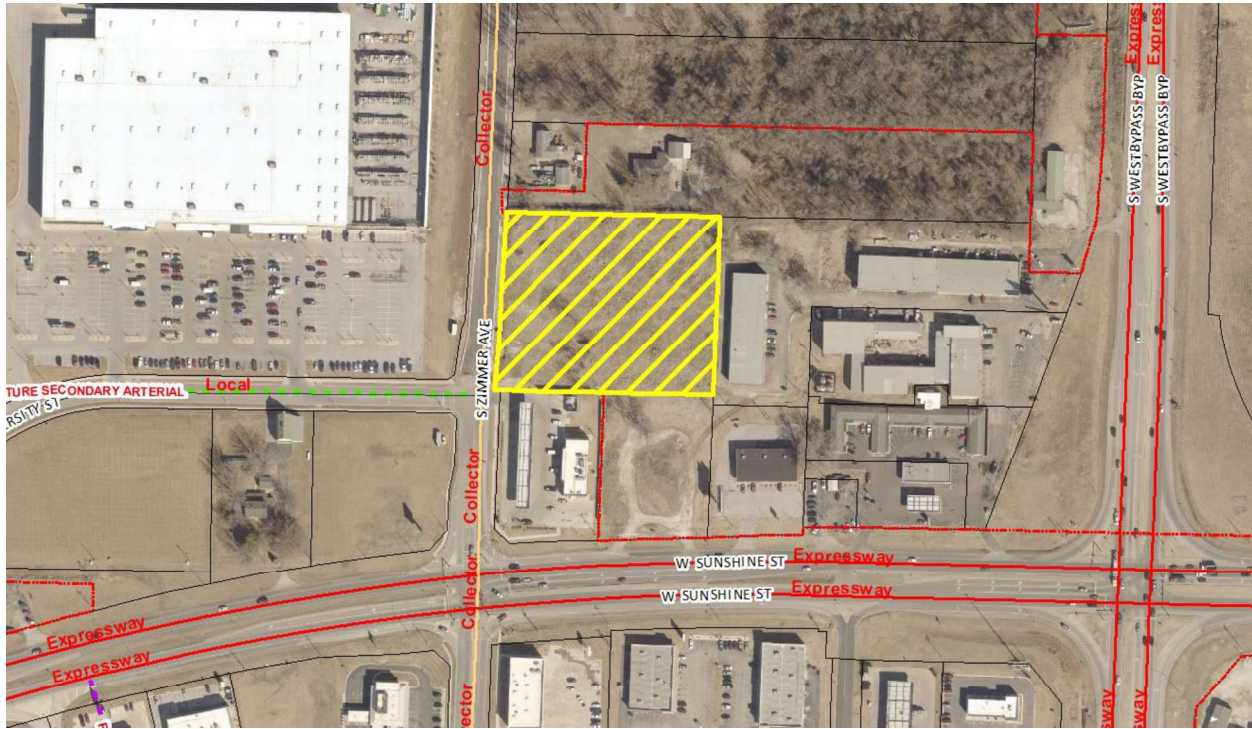
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	County C-2	GR, County C-2	County C-2	HC
LAND USE	Single-family Residence	Gas station, undeveloped land	Commercial warehouses	Commercial home supply store
PLACETYPES	City Corridor	City Corridor	City Corridor	City Corridor

DEPARTMENT COMMENTS:

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No issues with the proposed Conditional Use Permit.

CITY UTILITIES:

No issues with the proposed Conditional Use Permit.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the CUP however we have the following site comments; The following comments assume that the building will be connecting to public sewer;

DEVELOPMENT REVIEW STAFF REPORT

1. Public sewer is available along the south property line if needed however there is an existing \$0.033 per square foot trunkline connection fee to connect to the Westbypass at Sunshine trunkline as per council bill 2000-260. This is based on the area of the property connecting and will be added to the sewer impact fee when building permits are issued. Provide the area of the property when building plans are submitted on the code summary or utility sheet.
2. The property is also not in a sewer district and because of this would need to file a special connection agreement if connecting to sewer. According to city code, in addition to any other fees, deposits, permits or requirements, no person shall connect to sanitary sewer located outside of a sewer district without obtaining a special connection agreement. This agreement does not relieve the property owner from special assessments for future sanitary sewer districts and/or joint sanitary sewer district connection fees. See City Code Sections 120-249 & Section 120-250. The city code can be viewed here: https://library.municode.com/mo/springfield/codes/code_of_ordinances.
3. Since the public sewer is located on the high side of the property, the north side of the property will need to be raised so the building can drain by gravity. Show the finish floor elevation on the utility sheet. Standard comments;
4. When building plans are submitted, specify the point of connection to public sewer on the utility plan if connecting to sewer. Dimension the distance to the up and down stream manholes and the size of the proposed lateral.
5. A sewer impact permit fee will be required for the new building if connecting to sewer. This fee is based on the size of the proposed water meter(s) according to city code no. 120.246. Specify the size and number of the proposed water meter(s) on the utility plan.
6. Specify the peak and average flow rates on the code summary sheet when building plans are submitted.

FIRE DEPARTMENT:

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

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

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

PW Stormwater's has two concerns for the development of the 1706 S Zimmer Ave and the related 1632-1684 S Zimmer Ave properties. First is the recording of a Steam Buffer easement for the portion of Wilsons Creek stream either at rezoning, platting, or development. Second is the Stormwater plan for discharge of 1706 S Zimmer Ave through 1698 S Zimmer Ave.

DEVELOPMENT REVIEW STAFF REPORT

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.

Natural Channels and Stream Buffers

1. A stream buffer drainage easement is required by Chapter 8, Sec 4.1.1. The stream buffer requirements apply to streams for all new applications for land disturbance permits, building permits requiring site plan review, floodplain permits, public improvements, preliminary plats, subdivision, and zoning cases. The proposed site plan has a Small Tributary of Wilson Creek with a 60 feet wide stream buffer crossing the NE corner of the 1632-1652 S Zimmer Ave lots. The Stream Buffer easement will require a survey and plotting of the buffer widths from the top of bank from the stream.

a. Chapter 8, Sec 4.1.3 Ownership and Recording: Stream buffers consisting of the stream and approved buffer zones shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat in accordance with City Code Sec. 36-253, or recorded in a stream buffer easement.

<https://www.springfieldmo.gov/documentcenter/view/36832>

Detention and Stormwater Discharge Requirements:

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

a. Detention is required for any development on the proposed areas. The detention Stormwater control measure must detain the water prior to discharging to the Wilson Creek stream as shown on the proposed site plan and Stormwater Plan.

2. City of Springfield only allows three acceptable methods of discharge for stormwater if a property has been modified to increase the amount, location, or character of discharge per Chapter 2 Sec 4.1.4. If none of the following three options are available then the development must be modified so that the amount, location, or character of discharge is not changed, or a downstream easement must be obtained.

1) To a Public Right-of-way.

2) A recorded drainage easement, continuing to a public right-of-way or public drainage system.

3) A certified natural watercourse.

3. 1706 S Zimmer Ave is isolated for the related properties with this proposed CUP and the site drains onto 1698 S Zimmer Ave which is outside city limits and used for residential-single family home. The site drains onto and through 1698 S Zimmer Ave to reach the Wilson Creek stream. To meet the methods of discharge listed in item #2

DEVELOPMENT REVIEW STAFF REPORT

above the following Courses of Actions to design Stormwater infrastructure are provided for developments on 1706 S Zimmer Ave.

- a. COA 1: Drainage Easement obtained from 1696 S Zimmer Ave. 1706 S Zimmer Ave can construct impervious areas and drain through a pipe to the north. Before 1706 S Zimmer Ave begins construction, a PIP must be approved and constructed to provide the offsite/regional basin somewhere. PW-Stormwater would not support escrow of the PIP.
- b. COA 2: No Drainage Easement obtained from 1696 S Zimmer Ave. 1706 S Zimmer Ave can construct on site detention and water quality. The SCMs must outlet through the Storm Sewer along 1706 S Zimmer Ave using a curb inlet or new junction box. In COA 2 we would not approve an outlet discharging to 1696 S Zimmer Ave.

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. All development on the proposed site would be consider new development.

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.

DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

DEVELOPMENT REVIEW STAFF REPORT

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Zimmer Avenue as a Collector roadway. The standard right-of-way width from the centerline of S. Zimmer Avenue is 30 feet. It appears additional right-of-way is needed along S. Zimmer Avenue. A survey is recommended to determine the exact amount of existing right-of-way. S. Zimmer Avenue is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There is no recent traffic count for S. Zimmer Avenue. On-street parking is not allowed along S. Zimmer Avenue.

ACCESS

There are currently two driveway access points onto the property from S. Zimmer Avenue. The existing driveway access points to this property will need to be removed. All access to the development shall be per current City of Springfield standards.

SIDEWALK

There is existing sidewalk along the property frontage of S. Zimmer Avenue.

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. Zimmer Avenue near this property.

IMPROVEMENTS

No improvements are required for this rezoning. A Traffic Impact Study is not required.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	S. Zimmer Avenue	Collector	No	30	30

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant, Bibi Investments & Development, LLC, is requesting approval of a Conditional Use Permit (CUP) to allow self-service storage facility within a GR, General Retail district generally located at 1706 South Zimmer Avenue. The GR, General Retail district requires approval of a CUP for a self-service storage facility.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the City Corridor placetype. The City Corridor placetype predominantly

DEVELOPMENT REVIEW STAFF REPORT

consists of commercial and service-related development varying in scale, ranging from standalone businesses to large retail centers. City Corridors are also key locations to support and encourage multi-family developments that rely on proximity to retail, commercial services, and employment centers. Each of these use groups are best located along major roadways with high volumes of traffic. This placetype is not only highly accessible by car, but also by walking, biking, and transit. City Corridors provide a wide range of shopping, service, entertainment, and employment destinations for both residents and visitors. Common uses within the placetype include chain restaurants, gas stations, hotels, national retailers, movie theaters, smaller offices, and a variety of support services.

3. Approval of this application is consistent with the *Plan* which identifies outdoor and personal storage as a supporting use for the City Corridor placetype.
4. Staff has determined that the proposed CUP is appropriate for this area. The addition of the self-service storage facility is a suitable use for this location. The storage facility will function as a supporting land use in proximity to a developing housing, shopping and employment center.
5. The self-service storage facility shall consist of individual, indoor storage units enclosed within a single building.
6. Staff has determined that the requested Conditional Use Permit is in general alignment with the objectives and intent of the *Comprehensive Plan's* City Corridor Placetype as outlined above.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the *Comprehensive Plan's* City Corridor Placetype and based on the development's compliance with the standards of approval below (Attachment 2).

PLANNING AND ZONING OPTIONS:

The Planning and Zoning Commission shall make one of the following recommendations in connection with each proposed conditional use:

1. Recommend against the proposed conditional use.
2. Recommend approval of the proposed conditional use.
3. Recommend approval of the proposed conditional use together with recommendations which, in the judgment of the Planning and Zoning Commission, will protect adjacent property and ensure that the proposed conditional use is consistent with the purpose and intent of this article.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1
CONDITIONAL USE PERMIT NO. 472
REQUIREMENTS FOR CONDITIONAL USE PERMIT NO. 472

1. The self-service storage facility shall comply with all of the standards listed in Attachment 2.
2. The self-service storage facility shall be permitted in substantial conformance with Attachment 3.
3. The self-service storage facility shall consist of individual, indoor storage units completely enclosed within a single building.
4. All other standards of the Zoning Ordinance and other applicable Ordinances shall be adhered to.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 2

STANDARDS FOR CONDITIONAL USE PERMIT NO. 472

Sec. 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 <i>Comprehensive Plan</i> .	The comprehensive plan identifies Zimmer Ave as a "city corridor". The "city corridor" place type has retail listed as a primary land use and personal and outdoor storage listed as a secondary land use, which indicates that this project is consistent with the comprehensive plan. The storage uses will be contained in a single multi-story commercial building that will look similar to any typical commercial building that would be constructed in GR zoning.	This application is consistent with the adopted policies of the Springfield <i>Comprehensive Plan's</i> City Corridor Placetype as outlined in this report.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	The proposed self-storage facility use will not affect the safety of the motoring public or pedestrians. The traffic for the self-storage uses will be less than if the whole site was developed as retail and there is public sidewalk along Zimmer Ave to allow pedestrians to travel in safety along the Zimmer Ave corridor.	The conditional use should not add any significant traffic to the existing area as detailed in Public Works Traffic Engineering comments.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	The proposed self-storage facility use will not affect fire safety. The site will have a fire lane around the building to meet International Fire Code. The proposed layout provides effective access for fire control.	All required fire safety control measures will be in place.
4. The proposed conditional use will not increase the	The proposed self-storage facility use will not affect the	The conditional use will be developed in compliance

DEVELOPMENT REVIEW STAFF REPORT

hazard to adjacent property from flood or water damage.	flooding hazards of adjacent property owners. The conditional self-storage use will not generate any more runoff than a traditional retail development, and the development will follow the City of Springfield Flood Control guidelines by providing adequate detention meeting the city's stormwater regulations.	with stormwater regulations and additional stormwater requirements, detailed in attachment 2, will help to mitigate stormwater impact in this area.
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 self-storage facility use will not affect noise characteristics in the district. The conditional self-storage use will not create more noise than a typical GR-zoned development. The development will adhere to the noise regulations of the City of Springfield.	There should not be any additional excessive noises coming from this development being an indoor storage facility.
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.	There is no adjoining neighborhood. There is a single family home to the north, but the property is zoned Greene County General Commercial (C-2). The proposed self-storage facility use will not change the visible lights viewed by the single family home to the north. The development will meet the City of Springfield's lighting requirements	On-site lighting will be designed to meet the existing City requirements.
7. The location, lighting, and type of signs and the relationships of signs to traffic control is appropriate for the site.	The proposed self-storage facility use will follow the City of Springfield signage regulations and will not affect the relationship of signs to traffic control.	Any new signage, lighting, or other site improvements will be designed to not increase or hamper traffic flows into and around the property.
8. Such signs will not have an adverse effect on any adjacent properties.	This conditional use permit is for a self-storage use and will not affect signage.	Any new signage will not affect adjacent properties and will be designed to meet City requirements.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic	Zimmer Ave was recently improved, which included additional right of way to allow the pavement to be widened to	There should be minimal traffic flow and as such, the existing roads should be adequate.

DEVELOPMENT REVIEW STAFF REPORT

reasonably expected to be generated by the proposed use.	43 ft wide when Menards was developed. For this reason, we do not anticipate the need to give up additional right-of-way; however, MoDOT and the City of Springfield are reviewing the right of way, and we will meet the traffic department's right-of-way requirements.	
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking, utility facilities, and other matters affecting the public health, safety and general welfare.	The proposed self-storage facility use will not have an adverse impact on the surrounding properties. This development is consistent with the comprehensive plan and will be a benefit to the future development of the corridor. There is a requirement that a traffic study be submitted at the time of development as part of the COD with the original GR zoning. The conditional use permit to allow this proposed self-storage facility will not affect this requirement. A traffic study will be submitted at the time of development. The traffic generated by the self-storage facility will be less than if the whole site was developed as retail.	We do not see that this development will have any adverse effect on the adjacent properties. The storage facility will function as a supporting land use in proximity to a developing housing, shopping and employment center.
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:	The proposed facilities will meet the bulk and intensity requirements of the existing GR zoning. The neighboring properties are HC (across the street), GR (to the south), and Greene County General Commercial C-2 to the north and east. The site is surrounded by commercially-zoned property. The proposed development will meet the City of Springfield perimeter landscaping and any bufferyard requirements.	It is not anticipated that the conditional use will dominate the immediate vicinity. The surrounding properties are all zoned for commercial use. All City codes are required to be met with regard to these items.

DEVELOPMENT REVIEW STAFF REPORT

a. The location, nature and height of buildings, structures, wall and fences on the site; and b. The nature and extent of landscaping and screening on the site.		
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	There are no significant natural topographic or physical features on site.	Minimal changes in topography are proposed ensuring that the same drainage patterns that exist are maintained.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	There are no natural, scenic or historic features of significant importance on site.	There are no known natural, scenic or historic features of significant importance on site.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	The proposed self-storage facility use complies with the lot size requirements, bulk regulations, and performance standards related to GR zoning. The conditional use will not meet the GR use limitations since the purpose of the conditional use permit is to allow self-storage facility as an additional use on the site.	The proposed development will meet the City's zoning requirements as well as the current Building Codes adopted by the City.
15. The proposed conditional use at the specified location will contribute to or promote the	The proposed conditional use will be contained within a	The storage facility will function as a supporting land use in proximity to a developing housing,

DEVELOPMENT REVIEW STAFF REPORT

welfare or convenience of the public.	single multi-story commercial building which will look similar to any typical commercial building. This use will contribute to the welfare and convenience of the public by providing a new climate controlled storage establishment for the southwest side of Springfield.	shopping and employment center.
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect.	The off-street parking lot will adhere to the City of Springfield off-street parking regulations as to the size, material, number of required parking spaces, etc. This conditional use does not require a variance to the parking regulations. There are no adjoining residential lots which would need to be screened. All of the adjoining property is zoned commercial—either in the City of Springfield or Greene County commercial.	Off-street parking will be provided and screened as required by 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.	The proposed storage facility use does not affect traffic hazards or congestion. The proposed site layout has one entrance/exit drives so as to prevent traffic hazards and to minimize traffic congestion on the adjoining streets.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards.

DEVELOPMENT REVIEW STAFF REPORT

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 proposed self-storage facility use does not change the vehicular circulation elements. The site plan will adhere to typical commercial development standards for conveying vehicles and pedestrians through the site with the sidewalk, parking lot, and drive aisles.	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.	There is a City Utilities electric line that will need to be relocated as part of the development. This is unrelated to the use and would be required for any GR development since the utility line runs right through the middle of the lot. The development team has contacted City Utilities, and they have confirmed that the relocation can be accomplished without any adverse effects to the public infrastructure. Otherwise, there are no easements, roadways, rail lines, utilities or public rights-of-way adversely affected by the self-storage facility use.	No known interference with any public rights of way or easements are known.
20. In the case of existing structures proposed to be	There are no existing structures.	The development is required to adhere to all standards of

DEVELOPMENT REVIEW STAFF REPORT

converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.		the 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 self-storage facility use will not affect essential public facilities. The site has access to Zimmer Ave. The site has public sewer, water, and electricity provided to it by City Utilities. The development will follow all of the city's building codes and ordinances related to parking, fire protection, drainage, waste, etc.	This project will be served by essential public services in the same manner as their adjacent property.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: Self-service storage facilities
2. Meeting Date & Time: Tuesday, 4/18/23 & Thursday, 4/20/23 from 4:00 pm-6:30 p.m.
3. Meeting Location: Fire Station #8, 1405 S Scenic Ave, Springfield, MO 65807
4. Number of invitations that were sent: 32
5. How was the mailing list generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 1
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

There were no verbal comments.

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

There was one written comment and it was in favor of the conditional use permit.

I, Daniel Richards (*print name*), attest that the neighborhood meeting was held on 4/18/23 & 4/20/23 (*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."

Daniel Richards

Signature of person completing affidavit

Daniel Richards

Printed name of person completing affidavit

Neighborhood Meeting Notice

Date of Letter:

April 5, 2023

DEAR PROPERTY OWNER,

You have received a notice of a "Neighborhood Meeting" since all development applications involving an advertised public hearing require that a developer hold a neighborhood meeting and invite the property owners within 500 feet of the property and the officers of any neighborhood associations on file with the City of Springfield.

The applicant or representative below has filed an application with the City of Springfield for a change in land use, zoning or street vacation in your neighborhood.

APPLICANT CONTACT INFORMATION

Applicant/Representative Name: Daniel Richards, Lee Engineering

Address: 1200 E Woodhurst Dr. Suite D200

City, State and Zip: Springfield, MO 65804

Phone Number: (417) 886-9100

E-mail: drichards@leeengineering.biz

PROJECT LOCATION: 1706 S Farm Road 129

PROPOSED CHANGES:

Provide details of the existing zoning and proposed zoning (planned development, conditional use permit, conditional overlay district or vacation of roadways).

The existing zoning is general retail. The proposed zoning change is a Conditional Use Permit to allow self-storage facilities on this lot. The proposed development is a multi-story retail building with Climate Controlled Self Storage Units.

PUBLIC NEIGHBORHOOD MEETING

Date of Meeting: Tuesday, April 20, 2023 from 4:00 pm-6:30 p.m.

Location of Meeting: Fire Station #8
1405 S Scenic Ave, Springfield, MO 65807

Time of Meeting: ● 4:00pm to 6:30pm

We look forward to seeing you at this meeting! Thank You!

CIVIL ENGINEERING & DESIGN



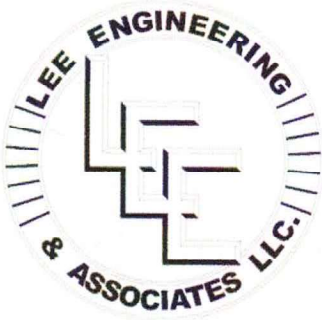
LEE ENGINEERING
& ASSOCIATES LLC.

[illegible]

LEE ENGINEERING AND ASSOCIATES, L.L.C.

CIVIL ENGINEERING & DESIGN

1200 E. WOODHURST DRIVE., SUITE D200, SPRINGFIELD, MO. 65804
TELEPHONE: (417) 886-9100 • FACSIMILE: (417) 886-9336 • dlee@leeengineering.biz



COMMENT SHEET

Neighborhood Meeting

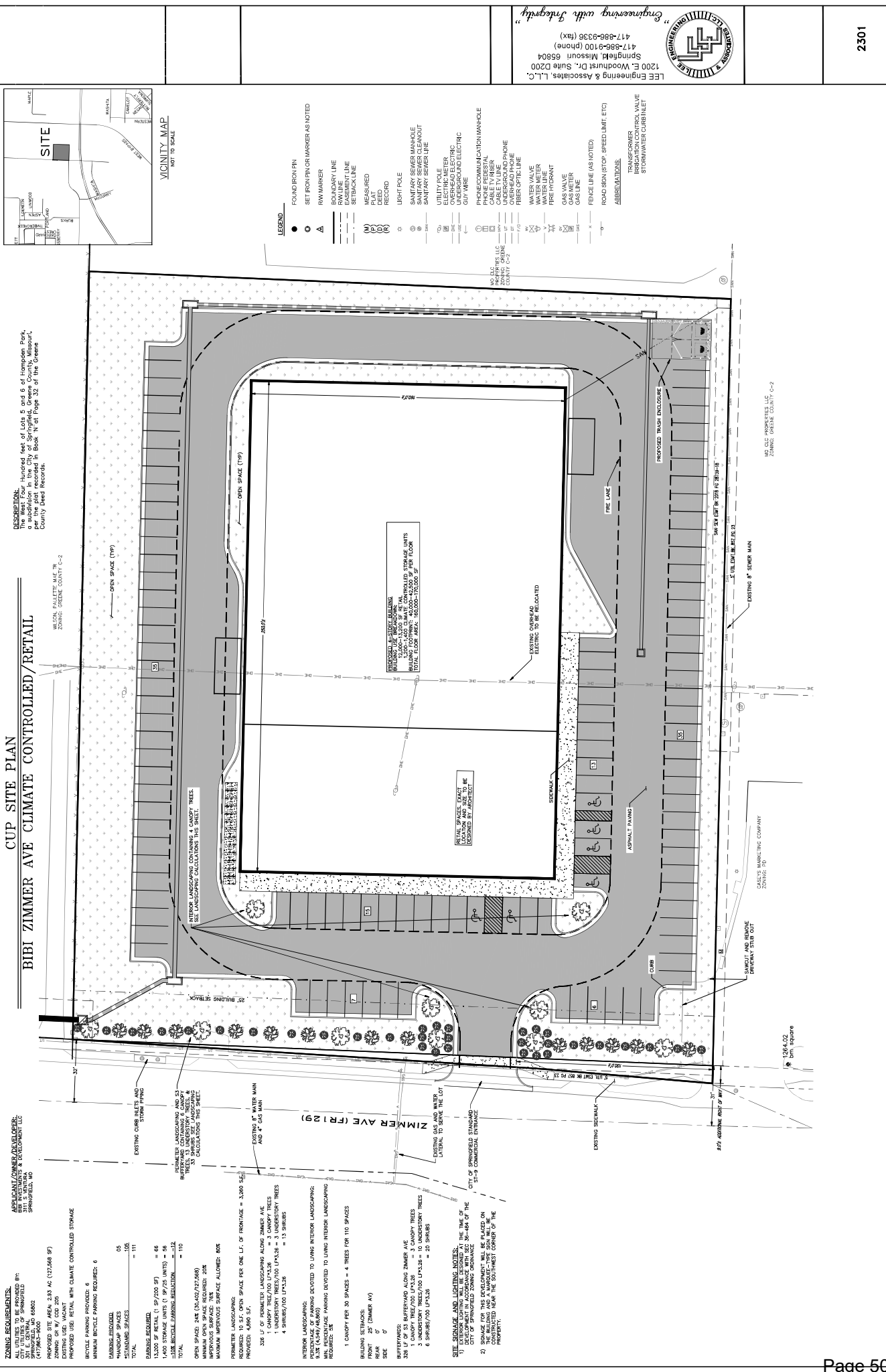
Tuesday, April 18, 2023 & Thursday, April 20, 2023

Re: CUP to allow Self-service storage facilities within a GR-zoned property
1706 Farm Road 129
Springfield, Missouri

NAME	ADDRESS	PHONE
Wilson P	409 S. Veedella Spfld	417 837-2326

COMMENTS:

I'm ok with climate control
storage building





EXPLANATION TO COUNCIL BILL 2023-138 (MCGULL, HORTON)

FILED: 05/17/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 402 acres of property generally located in the 3400 to 4000 block of East Division Street and 1600 to 2200 block of North Le Compte Road from Planned Development No. 229 Amendment 1 to Planned Development No. 229 Amendment 2; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Springfield Underground, Inc.; 3400-4000 block of East Division Street, 1600 to 2200 block of North Le Compte Road; Planned Development No. 229, Amendment 2.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 402 acres of property generally located in the 3400 to 4000 block of East Division Street and 1600 to 2200 block of North Le Compte Road from Planned Development No. 229 Amendment 1 to Planned Development No. 229 Amendment 2. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE PLANNED DEVELOPMENT NO. 229 AMENDMENT 2

The applicant, Springfield Underground, Inc., is requesting to rezone approximately 402 acres of property generally located in the 3400 to 4000 block of East Division Street and the 1600 to 2200 block of North Le Compte Road from Planned Development No. 229 Amendment 1 to Planned Development No. 229 Amendment 2. The purpose of this amendment is to clarify and update roadway design standards and alignments to correspond with the recently awarded federal and state grants for LeCompte Road and Eastgate Avenue. Additional uses, particularly for Areas A, B and D, are proposed to align with the current zoning districts as they have been amended. This application will be followed by a preliminary plat that will subdivide the property as shown in Exhibit 2, Preliminary Development Plan.

REMARKS:

The Planning and Zoning Commission held a public hearing on May 11, 2023, and recommended to approve, by a vote of 8 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 applicant, Springfield Underground, Inc., is requesting to rezone approximately 402 acres of property generally located in the 3400 to 4000 block of East Division Street and the 1600 to 2200 block of North Le Compte Road from Planned Development No. 229 Amendment 1 to Planned Development No. 229 Amendment 2. The purpose of this amendment is to clarify and update roadway design standards and alignments to correspond with the recently awarded federal and state grants for LeCompte Road and Eastgate Avenue. Additional uses, particularly for Areas A, B and D, are proposed to align with the current zoning districts as they have been amended. This application will be followed by a preliminary plat that will subdivide the property as shown in Exhibit 2, Preliminary Development Plan.

2. The Comprehensive Plan's Land Use & Development chapter identifies the subject property as the Industry & Logistics placetype. The Industry & Logistics placetype consists of heavy and moderately intense manufacturing, distribution uses, and a range of operations that rely on proximity to the City's airport, interstate, and rail facilities. Businesses and operations that supplement and provide logistical support for larger operations are also accommodated, such as those with significant outdoor storage, and parking and circulation lots for trucking and freight. This placetype is critical to Springfield's economy and employment base and is enhanced as such with improved access management, clear wayfinding, and gateway features. Planning for this placetype involves a highly collaborative effort to preserve and help procure sufficient real estate for industrial parks, airport, rail operations, and expansion needs.

3. Office, hospitality, retail, and service uses are identified as supporting land uses within the Industry & Logistics placetype.

4. This application would add medical marijuana cultivation, dispensary facilities and infused product manufacturing uses to Areas A and B. Area A is similar to the HC, Highway Commercial District and Area B is similar to the IC, Industrial Commercial district, which were both amended to allow these uses. Area A is approximately 48 acres and is located at the northeast corner and the frontage of Highway 65 and Division Street. The intended land use is for highway commercial development that would be attracted to the visibility and access that the highway frontage would provide. Approximately 260 acres are located south of Kearney Avenue and east of LeCompte Road; access to the underground will be within Area B (refer to Exhibit 2 for the Preliminary Development Plan). The mining and related activities are allowed to continue in the underground and on the surface until all reserves have been mined or the decision to discontinue mining has been made by Springfield Underground.

5. Area B is also proposed to be amended to allow more commercial uses such as offices, banks, entertainment-oriented uses, and commercial outdoor recreation.

6. Area D, located along Division Street, is proposed to match the GR, General Retail

uses. This is consistent with commercial uses located along a major corridor classified as a primary arterial.

7. Area E is proposed to add multi-family uses with a limit of eleven (11) dwelling units per acre. This area is located along the far eastern portion of the PD. It also includes a drainage and detention basin along the eastern district boundary. No buildings can be constructed within 500 feet of this eastern district boundary.

8. This application intends to add uses and maintain the provisions of the existing PD to ensure compatible development that was envisioned for the area in the past.

9. The City's Transportation Plan classifies N. Le Compte Road as a Secondary Arterial roadway and E. Division Street as a Primary Arterial roadway.

10. MoDOT and the City of Springfield Traffic Engineering accept the proposed PD. Both public entities have the ability to require a Traffic Impact Study by existing code. The PD language requires public and private improvements to adequately accommodate the intensity of development proposed in the district. It also accounts for the phased development by requiring improvements to be made in each phase of development. For reference, the PD requires the improvements listed under the "Required Improvements" section of the PD.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Industry and Logistics Placetype and on the findings of facts above.

Submitted By: Michael Sparlin, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 5/26/2023

Attachments:

1. PD 229 Amendment 2
2. PD 229 AM 2_exh A
3. PD 229 AM 2_exh B
4. PD 229 2 am_exh C

One-rdg. _____
P. Hrngs. X
Pgs. 74
Filed: 05-30-23

Sponsored by: McGull, Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-138

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
3 402 acres of property generally located in the 3400 to 4000 block of
4 East Division Street and the 1600 to 2200 block of North Le
5 Compte Road from Planned Development No. 229 Amendment 1 to
6 Planned Development No. 229 Amendment 2; and adopting an
7 updated Official Zoning Map. (Staff and Planning and Zoning
8 Commission recommend approval.)
9 _____

10
11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located in the 3400 to 4000 block of East Division Street and the 1600 to 2200
13 block of North Le Compte Road, and more fully described in "Exhibit A," from Planned
14 Development No. 229 Amendment 1 to Planned Development No. 229 Amendment 2;
15 and
16

17 WHEREAS, following proper notice, a public hearing was held before the
18 Planning and Zoning Commission on May 11, 2023, a copy of the Record of
19 Proceedings from said public hearing being attached hereto and incorporated herein by
20 this reference as "Exhibit B," and said Commission made its recommendation; and
21

22 WHEREAS, the City has reviewed the applicant's request and prepared a staff
23 report concerning the application; and
24

25 WHEREAS, proper notice was given of a public hearing before City Council and
26 said hearing was held in accordance with law.
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 property described in "Exhibit A," which is attached hereto and
32 incorporated herein by this reference, is hereby rezoned from Planned Development
33 No. 229 Amendment 1 to Planned Development No. 229 Amendment 2. Springfield

Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed, and modified consistent with this Ordinance.

Section 2 – The property described in “Exhibit A” of this Ordinance shall be subject to the requirements and standards included in “Exhibit C – Exhibit 1B,” with said “Exhibit C” being attached hereto and incorporated herein in its entirety by this reference; and these requirements and standards shall govern and control the use and development of the land in Planned Development No. 229 Amendment 2.

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

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

EXHIBIT A

LEGAL DESCRIPTION
PLANNED DEVELOPMENT NO. 229 AMENDMENT 2

Two parcels of land being all of the same property as described in Book 1559, at Page 1427; Book 1583, Page 2146; Book 1742, Page 474; Book 1767, Page 1329; Book 1767, Page 1864; Book 2602, Page 22, Book 1768, at Page 1086 and Book 2604, Page 621, lying South of the St. Louis – San Francisco Railroad in Section 10, Township 29 North, Range 21 West, Springfield, Greene County, Missouri, more particularly described as follows:

TRACT 1:

COMMENCING at a found aluminum monument as described in Missouri Corner Document Number 600-94800 being the Southwest Corner of the Southwest Quarter (SW1/4), of the Southwest Quarter (SW1/4), of said Section 10; Thence S87°22'12"E, along the South line of said SW1/4, SW1/4, a distance of 217.24 feet; Thence N02°37'48"E, leaving said South line, a distance of 79.65 feet, to an existing 1/2" iron bar capped "LC-366", being a point on the North right-of-way line of Division Street (State Highway YY), as it now exists, for the POINT OF BEGINNING; Thence N41°12'38"W, along said North right-of-way line, a distance of 64.22 feet, to an existing 1/2" iron bar capped "LC-366", being a point on the East right-of-way line of U.S. Highway 65 at Station 823+50, 275.00 feet right (Measured and Deeded), as described in Book 1356, at Page 95, Book 1356, at Page 97 and Book 1426, at Page 713 where an existing State Highway right-of-way post bears N0°27'06"W, 4.44 feet; Thence leaving said North right-of-way line and along said East right-of-way line the following five (4) calls: (1) N08°20'24"W, a distance of 823.45 feet, to an existing 1/2" iron bar capped "LC 366" at Station 815+40, 125.00 feet right (Measured and Deeded); (2) N02°09'20"E, a distance of 2040.04 feet, to an existing 1/2" iron bar capped "LC-366", at Station 795+00, 125.00 feet right (Measured and Deeded), where an existing State Highway right-of-way post bears N17°04'20"E, 4.21 feet; (3) N07°51'58"E, a distance of 201.00 feet, to an existing 1/2" iron bar "LC 366" at Station 793+00, 145.00 right (Measured and Deeded); (4) N02°09'20"E, a distance of 190.02 feet, to an existing 1/2" iron bar capped "LC 366" at Station 791+11.88, 145.00 feet right where an existing State Highway right-of-way post bears S05°06'50"W, 1.90 feet, said iron bar being a point on the South right-of-way line of said St. Louis – San Francisco Railroad; Thence leaving said East right-of-way line and along said South right-of-way line and along a non-tangent curve to the left with a radius of 5,365.39 feet (1° Record), an arc length of 886.01 feet, a central angle of 09°27'41", and a chord which bears N80°00'14"E, 885.00 feet, to an existing 1/2" iron bar capped "LC 366"; Thence N75°42'03"E, continuing along said South right-of-way line, a distance of 1,728.89 feet, to an existing 1/2" iron bar capped "LC 366", being a point on the apparent West right-of-way line of LeCompte Road, as it now exists; Thence leaving said South right-of-way line and along said apparent West right-of-way line, S01°11'03"W, a distance of 1,387.72 feet, to an existing 1/2" iron bar capped "LC 366"; Thence S01°31'23"W, continuing along said apparent West right-of-way line, a distance of 2,594.57 feet, to an existing 1/2" iron bar on the North right-of-way line of said Division Street, per MODOT construction plans for State Highway YY; Thence leaving said West right-of-way line of LeCompte and along the North right-of-way line of said Division Street for the next nine (9) calls: (1) S47°07'18"W, a distance of 62.66 feet, to an existing State Highway right-of-way post; (2) N87°22'12"W, a distance of 483.19 feet, to an existing 1/2" iron bar capped "LC 366"; (3) N81°39'34"W, a distance of 50.25 feet, to an existing 1/2" iron bar (bent); (4) N87°22'12"W, a distance of 50.00 feet, to an existing 1/2" iron bar capped "LC 366"; (5) S88°04'28"W, a distance of 50.15 feet, to an existing State Highway right-of-way post; (6) N87°14'56"W, a distance of 724.31 feet, to an existing 4" by 4" concrete right-of-way marker, where a State Highway right-of-way post bears N79°35'12"W, 1.65 feet; (7) N78°05'09"W, a

distance of 252.61 feet, to a State Highway right-of-way post; (8) N87°13'51"W, a distance of 500.71 feet, to an existing 4" by 4" concrete right-of-way marker; (9) N87°25'05"W, a distance of 250.00 feet, to the POINT OF BEGINNING, EXCEPT for a 4.389, more or less, acre tract being all that part of a tract of land deeded to City Utilities of Springfield, recorded in Book 1256, at Page 532, being more particularly described as: COMMENCING at a found aluminum monument as described in Missouri Corner Document Number 600-94800 being the Southwest Corner of the Southwest Quarter (SW1/4), of the Southwest Quarter (SW1/4), of said Section 10; Thence S87°22'12"E, along the South line of said SW1/4, a distance of 561.59; Thence N02°37'48"E, leaving said South line, a distance of 304.81 feet, to an existing 5/8" iron bar capped "LC 62" being the Southwest corner of said tract, and the POINT OF BEGINNING; Thence N01°06'55"E, along the East line of said tract, a distance of 448.16 feet, to an existing 5/8" iron bar capped "LS 255-D"; Thence S87°18'36"E, leaving said West line, a distance of 427.02 feet, to an existing 5/8" iron bar (bent), being a point on the East line of said tract; Thence S01°06'55"W, along said East line, a distance of 447.71 feet, to an iron bar set LC 366, being the Southeast corner of said tract; Thence N87°22'12"W, leaving said East line and along the South line of said tract, a distance of 427.01 feet, to the POINT OF BEGINNING, Containing 9,079,316 square feet or 208.432 acres, more or less.

TRACT 2:

COMMENCING at a found aluminum monument as described in Missouri Corner Document Number 600-94800 being the Southwest Corner of the Southwest Quarter (SW1/4), of the Southwest Quarter (SW1/4), of said Section 10; Thence S87°22'12"E, along the South line of said SW1/4, a distance of 2,640.20 feet, to the Southeast corner SE1/4, SW1/4, of said Section 10; Thence S87°16'28"E, along the South line of the SW1/4, SW1/4, SE1/4, a distance of 655.61 feet; Thence N02°43'32"E, leaving said South line SW1/4, SW1/4, SE1/4, a distance of 34.23 feet, to an existing 1/2" iron bar capped "LC 366", being a point on the North right-of-way line of said Division Street (State Highway YY) and a point on the East line of a tract of land recorded in Book 2022, at Page 031500-22; Thence N01°28'07"E, leaving said North right-of-way line, and along said East line of said tract, a distance of 643.47 feet, to an existing 1/2" iron bar capped "LC 366", at the Northeast corner of said tract; Thence N86°15'33"W, leaving said East line and along the North line of said tract, a distance of 636.05 feet, to an existing 1/2" iron bar capped "LC 366", being a point on the apparent East right-of-way line of said LeCompte Road; Thence N01°31'23"E, leaving said North line, and along said apparent East right-of-way line, a distance of 1,986.57 feet, to an existing iron bar capped "LC 366"; Thence N01°11'03"E, continuing along said apparent East right-of-way line, a distance of 1,378.16 feet, to an existing cotton spindle being a point on the apparent South right-of-way line of Farm Road 116 (Old Wire Road), as it now exists; Thence N75°41'43"E, leaving said East right-of-way line of LeCompte Road, and along said South right-of-way line of Farm Road 116, a distance of 1,266.87 feet, to an existing iron bar capped "LC 366"; Thence continuing along said South right-of-way line and along a tangent curve to the right, having a radius of 45.00 feet, an arc length of 82.80 feet, a central angle of 105°25'07", and a chord which bears S51°35'44"E, 71.60 feet, to an existing 1/2" iron bar capped "LC 366"; Thence S01°08'35"W, continuing along said South right-of-way line, being 8.00 feet West of and parallel with the East line of the NW1/4, NE1/4 (per a survey recorded in SRB 38-228), a distance of 401.87 feet, to an existing 1/2" iron bar capped "LC 366"; Thence S87°26'26"E, leaving said parallel line and continuing along said South right-of-way line, a distance of 1323.99 feet, to an existing 1/2" iron bar capped "LC 366", being a point on the East line of the SE1/4, NE1/4 of said Section 10; Thence S01°28'28"W, leaving said South right-of-way line and along the East line of said SE1/4, NE1/4, a distance of 1,312.94 feet, to a point on the North line of Lot 2 of Hickory Valley Phase 2, recorded in Plat Book AAA, at Page 498; Thence N87°12'24"W, leaving said East line, and along the North line of said Lot 2

and beyond, along the North line of a tract of land recorded in Book 2712, at Page 1236, a distance of 655.22 feet, to the Northwest corner of said tract, where an existing 1/2" iron bar bears S87°12'24"E, 2.27 feet and an existing 5/8" iron bar capped "LS 1918" bears S01°31'48"W, 2.22 feet; Thence S01°31'48"W (S01°06'21" Deed), leaving said North line, and along the West line of said tract, a distance of 1,055.68 feet (1,055.66' Deed), to the Northwest corner of Lot 6 in Weatherwood Subdivision, as recorded in Plat Book NN, at Page 44, where an existing 5/8" iron bar capped "LS 1918" bears S88°30'56"E, 0.50 feet; Thence S01°31'48"W, along said West line of Weatherwood Subdivision, the West line of Supreme Estates, as recorded in Plat Book KK, at Page 23, and the West line of a tract of land recorded in Book 2004, at Page 012891-04, a distance of 1,582.31 feet, to an existing 1/2" iron bar capped "LC 366", being a point on the North right-of-way line of said Division Street; Thence N87°17'49"W, leaving said East line, and along said North right-of-way line, a distance of 1,304.22 feet, to the POINT OF BEGINNING, containing 8,449,309 square feet, or about 193.969 acres, more or less, both tracts combined containing 402.402 acres, more or less, subject to rights-of-way, easements and restrictions of record.

EXHIBIT B

RECORD OF PROCEEDINGS
PLANNED DEVELOPMENT NO. 229 AMENDMENT 2

Planning and Zoning Commission – May 11, 2023

COMMISSION ACTION: (combine presentation)

Mr. Knuckles motioned to combine the presentation for Planned Development 229 2nd Amendment (3400 – 4000 blk East Division Street and 1600 – 2200 blk of North LeCompte Road) and Preliminary Plat of Sky Light Surface Park (3400 – 4000 blk East Division Street and 1600 – 2200 blk of North LeCompte Road). Mr. Lebeck seconded the motion Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven.

Planned Development 229 2nd Amendment

3400 – 4000 blk East Division Street and 1600 – 2200 blk of North LeCompte Road Applicant: Springfield Underground, Inc.

Mr. Sparlin stated that this is a request to rezone approximately 402 acres of property generally located in the 3400 to 4000 block of East Division Street and 1600 to 2200 block North LeCompte Road from Planned Development No. 229 Amendment 1 to Planned Development No. 229, Amendment 2.

Mr. Jobe opened the public hearing.

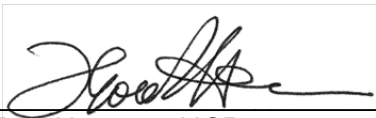
Mr. Jared Rasmussen, 550 E. St. Louis and representing the applicant. He noted that medical marijuana uses are not part of the plans for development at the current moment. Discussed improvements along LeCompte and spoke about the governor's cost share and grant funding opportunities.

Mr. John Griesemer, 3253 E. Chestnut wanted to thank the cooperation with the city, state, and county and noted the grant for costing sharing was the final push.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to recommend approval of Planned Development 229 2nd Amendment (3400 – 4000 blk East Division Street and 1600 – 2200 blk of North LeCompte Road) as set forth in Exhibit 1 and 2 of the staff report on this item. Mr. Colony seconded the motion. Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven.



Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

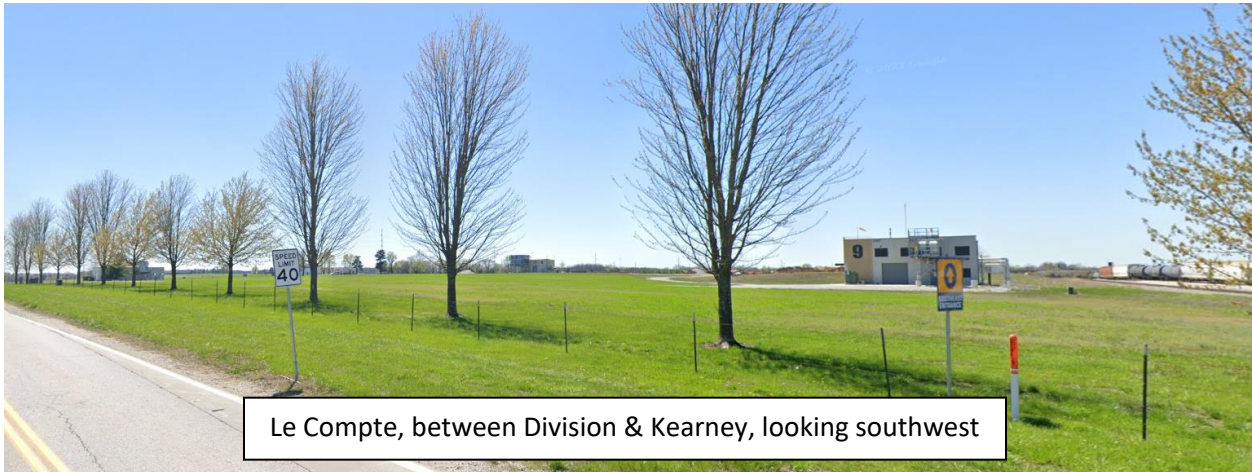
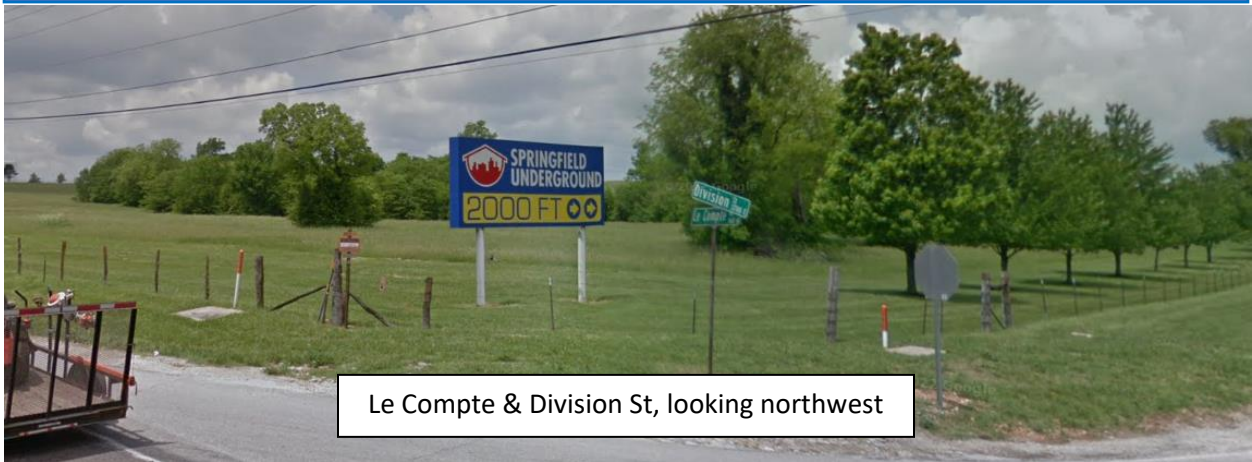
GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT



PROPERTY HISTORY:

The subject property was zoned PD 229 in May 1999 and then amended to the current zoning in August 2004.

DEVELOPMENT REVIEW STAFF REPORT

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 REQUIREMENTS:

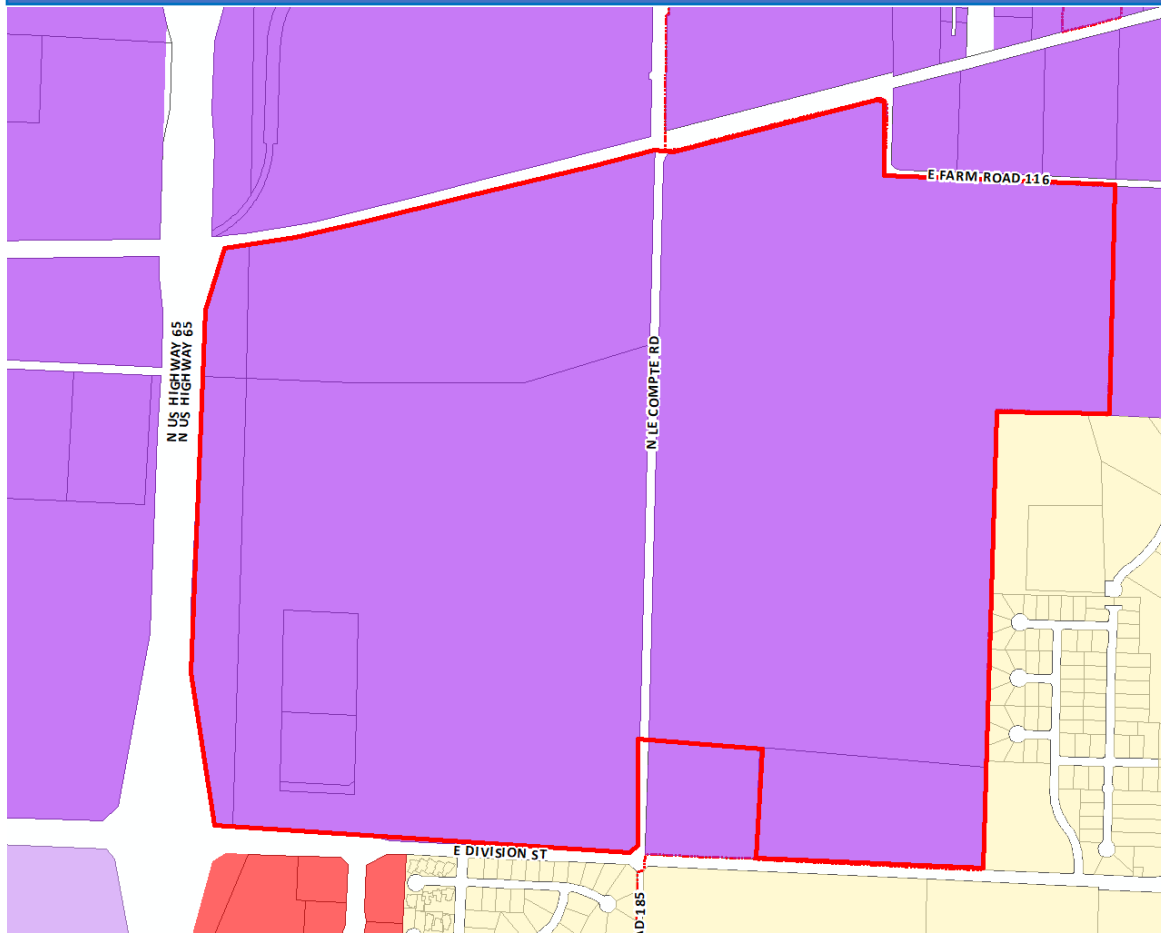
CODE ITEM	REQUIREMENTS FOR PLANNED DEVELOPMENT
Use Limitations	See PD provisions in Exhibit 1
Minimum Lot Size	See PD provisions in Exhibit 1
Maximum Height	See PD provisions in Exhibit 1
Bulk Plane	See PD provisions in Exhibit 1
Minimum Yard Requirements	See PD provisions in Exhibit 1
Minimum Open Space	See PD provisions in Exhibit 1
Design Requirements	See PD provisions in Exhibit 1
Buffering and Landscaping	See PD provisions in Exhibit 1

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Industry & Logistics placetype. The Industry & Logistics placetype consists of heavy and moderately intense manufacturing, distribution uses, and a range of operations that rely on proximity to the City's airport, interstate, and rail facilities. Businesses and operations that supplement and provide logistical support for larger operations are also accommodated, such as those with significant outdoor storage and parking and circulation lots for trucking and freight. This placetype is critical to Springfield's economy and employment base and is enhanced as such with improved access management, clear wayfinding, and gateway features. Planning for this placetype involves a highly collaborative effort to preserve and help procure sufficient real estate for industrial parks, airport, rail operations, and expansion needs.

FUTURE PLACETYPE MAP:

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PLACETYPES	LAND USES															
	Single-Family Detached	Single-Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office / Hospitality / Retail Sales & Service	Neighborhood Commercial	Major Arterial / Retail Sales & Service	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehousing & Distribution Facilities	Heavy Industry & Manufacturing
Residential Neighborhood	●	○	◇													
Mixed Residential	●	●	○													
Downtown			●	○	○	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	●	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor			●	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center			○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex				○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics				○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation			●	○												

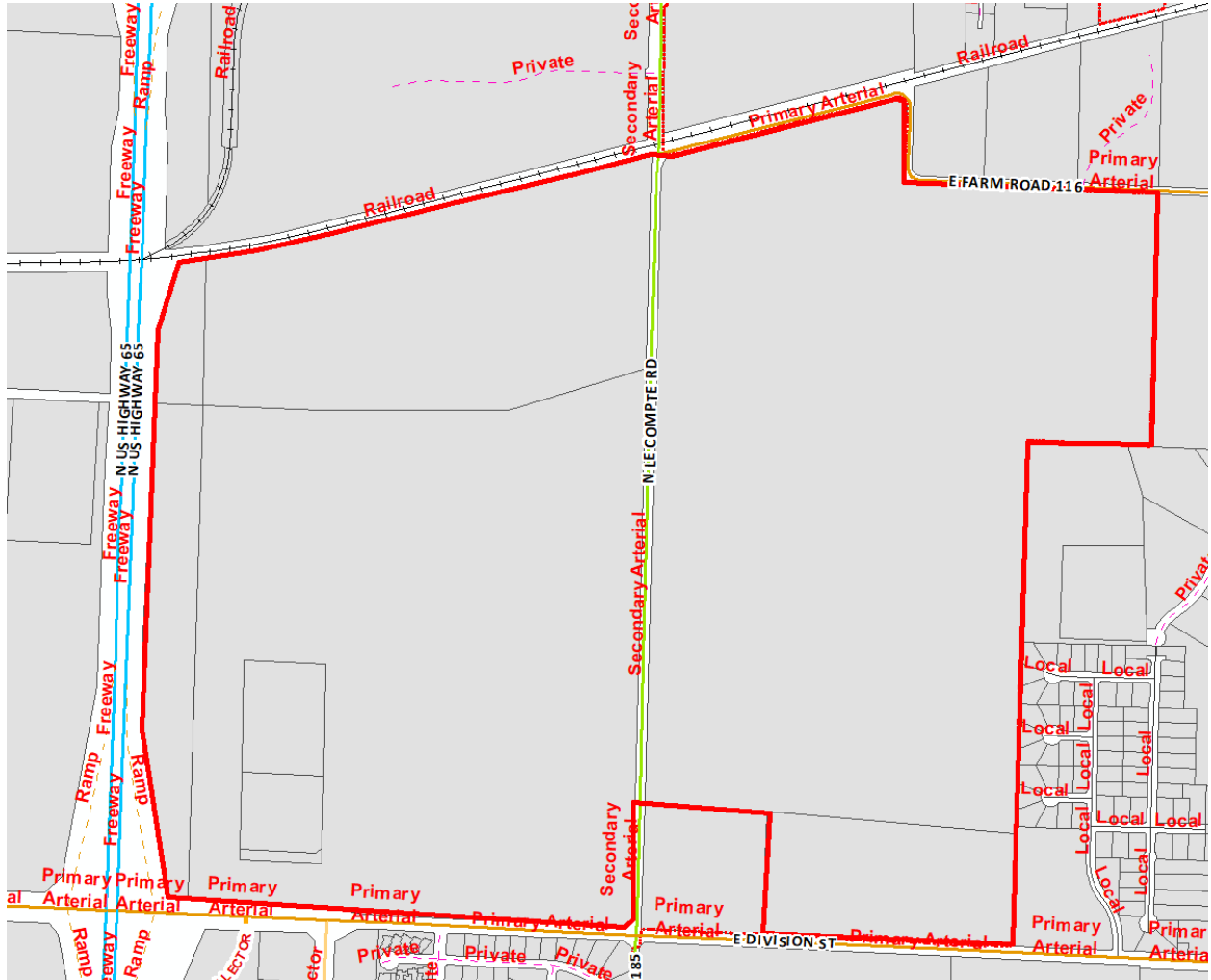
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	HM	HC COD 127, O-1 COD 128,	County A-1, County R-1, PAD	HM
LAND USE	Springfield Underground,	Car dealership, offices, multi- family residential, single-family residence,	Single-family residence, Agriculture uses	U.S. 65 Highway right-of-way, industrial and warehouse uses.
PLACETYPES	Industry & Logistics	City Corridor, Traditional	Industry & Logistics, Traditional	Industry & Logistics

DEVELOPMENT REVIEW STAFF REPORT

		Residential neighborhood	Residential neighborhood	
--	--	-----------------------------	-----------------------------	--

DEPARTMENT COMMENTS:**DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:**

No comments.

CITY UTILITIES:

No issues with the proposed rezoning or planned development.

**DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT
DIVISION:**

No objection to the PD however we have the following comments regarding the subdivision; 1. The only lots that currently have access to public sewer are lots 3, 4, 6, 7 and 9. Public sewer extensions will be required for lots 1, 2, 5 & 8. The sewer should be extended to the buildable area of those lots. Sanitary Sewer Public improvement plans will be required before any final plats or building plans could be approved. The public improvements must be completed or escrowed before the final plat can be approved. 2. There is an existing \$0.0147 per square foot trunkline fee for portions of these lots that would need to be paid as part of any public improvement plans submitted for the plat. This fee is based on the area of the lots and will be added to the engineering and inspection fees for the public improvement plans. Some portions of this fee were paid with previous public improvement plans. It would be good to see the proposed lot numbers on the PD.

FIRE DEPARTMENT:

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

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:**STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION**

City's Transportation Plan classifies N. Le Compte Road as a Secondary Arterial roadway and E. Division Street as a Primary Arterial roadway. The standard right-of-way width from the centerline of N. Le Compte Road is 35 feet. The standard right-of-way width from the centerline of E. Division Street is 50 feet. It appears that additional right-of-way is needed along both N. Le Compte Road and E. Division Street. A survey is recommended to determine the exact amount of existing right-of-way. N. Le Compte Road is a city-maintained street and E. Division Street is a state-maintained street.

ACCESS

All access to the development shall be per the traffic study, planned development, current MoDOT standards and/or current City of Springfield standards.

SIDEWALK

DEVELOPMENT REVIEW STAFF REPORT

Per the planned development, sidewalks are required along all public streets.

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 E. Division Street and N. Le Compte Road near this property.

IMPROVEMENTS

A traffic study will be required at the time of development. All requirements of the traffic study and planned development are required to be submitted on Public Improvement Plans (PIP). The approved PIP shall be constructed, or funds escrowed prior to approval of the final plat.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	N. Le Compte Road	Secondary Arterial	No	25	35
Street 2	E. Division Street	Primary Arterial	No	40	50

MISSOURI DEPARTMENT OF TRANSPORTATION:

MoDOT finds the rezoning proposed acceptable. MoDOT will have more input as the actual development happens and needed improvements to MoDOT's system are assessed through a Traffic Impact Study.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Pierson Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the local or downstream area. There is a sinkhole at this location and additional city regulations will apply. 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 amended planned development, there is no proposed change to the Stormwater Requirements Language. Please note that development of the property will be subject to the following conditions at the time of development:

DEVELOPMENT REVIEW STAFF REPORT

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. Detention is required for all developments on the effect properties. There is an existing detention and water quality basin on the SE tract of the property, this basin will need to meet current Stormwater Regulations at time of development.
2. City of Springfield only allows three acceptable methods of discharge for stormwater if a property has been modified to increase the amount, location, or character of discharge per Chapter 2 Sec 4.1.4.
 - a. To a Public Right-of-way (1); a recorded drainage easement, continuing to a public right-of-way or public drainage system (2); or a certified natural watercourse (3)
 - b. If none of the three options are available then the development must be modified so that the amount, location, or character of discharge is not changed, or a downstream easement must be obtained.

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.

Sinkhole and Karst Features:

1. The Site contains one or more known sinkholes and will discharge to one or both of them. Per Ch. 11 Sec. 2.0 a sinkhole evaluation must be completed by a professional engineer or geologist.

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.

DEVELOPMENT REVIEW STAFF REPORT

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.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant, Springfield Underground, Inc., is requesting to rezone approximately 402 acres of property generally located in the 3400 to 4000 block of East Division Street from Planned Development No. 229 Amendment 1 to Planned Development No. 229, Amendment 2. The purpose of this amendment is to clarify and update roadway design standards and alignments to correspond with the recently awarded federal and state grants for LeCompte and Eastgate Avenue. Additional uses, particularly to Areas A, B and D, are proposed to align with the current zoning districts as they have been amended permitted uses. This application will be followed by a preliminary plat that will subdivide the property as shown in Exhibit 2, Preliminary Development Plan.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Industry & Logistics placetype. The Industry & Logistics placetype consists of heavy and moderately intense manufacturing, distribution uses, and a range of operations that rely on proximity to the City's airport, interstate, and rail facilities. Businesses and operations that supplement and provide logistical support for larger operations are also accommodated, such as those with significant outdoor storage and parking and circulation lots for trucking and freight. This placetype is critical to Springfield's economy and employment base and is enhanced as such with improved access management, clear wayfinding, and gateway features. Planning for this placetype involves a highly collaborative effort to preserve and help procure sufficient real estate for industrial parks, airport, rail operations, and expansion needs.
3. Office, hospitality, retail and service is identified as a supporting land use within the Industry & Logistics placetype.
4. This application would add medical marijuana cultivation, dispensary facilities and infused product manufacturing uses to Area A and Area B. Area A is similar to the HC, Highway Commercial District and Area B is similar to the IC, Industrial Commercial district which were both amended to allow these uses. Area A is approximately 48 acres located at the northeast corner and frontage of Highway 65 and Division Street. The intended land use is for highway commercial development that would be attracted to the visibility and access that the highway frontage would provide. Approximately 260 acres located south of Kearney and property east of LeCompte Road. Access to the underground will be within Area B. Refer to Exhibit 2 for the Preliminary Development Plan. The mining and related activities are allowed to continue in the underground and on the surface until all reserves have been mined or the decision to discontinue mining has been made by Springfield Underground.

DEVELOPMENT REVIEW STAFF REPORT

5. Area B is also proposed be amended to allow more commercial uses such as offices, banks, entertainment-oriented uses, and commercial outdoor recreation.
6. Area D, located along Division Street, is proposed to match the GR, General Retail uses. This is consistent with commercial uses located along a major corridor classified as a primary arterial.
7. Area E is proposed to add multi-family uses with a limit of eleven (11) dwelling units per acre. This area is located along the far eastern portion of the PD. It also includes a drainage and detention basin along the eastern district boundary. No buildings can be constructed within 500 feet of this eastern district boundary.
8. This application intends to add uses and maintain the provisions of the existing PD to ensure compatible development that was envisioned for the area in the past.
9. The City's Transportation Plan classifies N. Le Compte Road as a Secondary Arterial roadway and E. Division Street as a Primary Arterial roadway.
10. MoDOT and the City of Springfield Traffic Engineering accept the proposed PD. Both public entities have the ability to require a Traffic Impact Study by existing code. The PD language requires public and private improvements to adequately accommodate the intensity of development proposed in the district. It also accounts for the phased development by requiring improvements be made in each phase of development. For reference, the PD requires the improvements listed under the "Required Improvements" section of the PD.
11. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements and facilities may be necessary to accommodate development.
12. There are few known changing conditions in the area affected that make the proposed rezoning necessary.
13. There are adequate utility and sewer and water facilities existing or can be provided with necessary extension of such services that would be permitted on the property if it were rezoned;
14. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.
15. The proposed rezoning was reviewed by City departments whose comments can be viewed above.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Industry and Logistics Placetype and on the finding of facts above.

DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification
2. Recommend a change in the zoning district classification.
3. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the planning and zoning commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

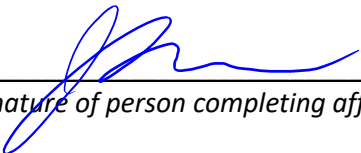
1. Request change to zoning from: PD 229 to PD 229 Amended
(existing zoning) (proposed zoning)
2. Meeting Date & Time: April 19, 2023
3. Meeting Location: Greenstay Hotel & Suites, 222 N Ingram Mill Avenue, Springfield 65802
4. Number of invitations that were sent: 153
5. How the mailing list was generated: By City Staff
6. Number of neighbors in attendance (attach a sign-in sheet): 25
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 neighborhood response letter.

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

See attached neighborhood response letter.

I, Jared Rasmussen (print name), attest that the neighborhood meeting was held on April 19, 2023 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."



Signature of person completing affidavit

Jared Rasmussen

Printed name of person completing affidavit

Neighborhood Meeting

NE Corner of HWY 65 and Division Street

April 19, 2023

4:00 p.m. – 6:30 p.m.

Name	Address	Phone
MARK STILLWELL	3660 EAST SHEFFIELD WAY 65802	(417) 862-7962
Bill Smilie	1205 N CHELMSWORTH LN SPRINGFIELD MO 65802	417-866-4668 Home 417-839-7630
Marilyn Dennis	3701 E. Cromwell Ln. Springfield, MO 65802	417-425-5051
Steve & Carrie Brown	2296 Ankeny Creek Ln Springfield 65802	417-830-2846
MARK THOMSON	4803 E P.R. 116	417-839-9798
Charles Lynn	3201 East Division	417-875-4206
Red Chana	1654 N New Castle	417 773-0721
Robert Lashmet	3634 E Sheffield Way	417-234-1052
Bob Nawell	4711 E. Farm Rd 128	(417) 443-4920
TERRY QUICK	3253 E. CHESTNUT EXPY 65802	(417) 861-0651
David Gott	447 W FARM RD 64 SPRINGFIELD	417-880-8381

Neighborhood Meeting

NE Corner of HWY 65 and Division Street

April 19, 2023

4:00 p.m. – 6:30 p.m.

Name	Address	Phone
Christina Angle	8925 River Hills Ln	417-874-1700
Josh Bryan	1006 E Cammer St	417-838-8464
FRANK GARONER	3679 E. Cornwell Ct.	417-861-0255
Joyce Snyder	1229 N New Castle Ave	417-849-0359
John Steinberg	1217 N. Newcastle	417-864-9850
Nancy Hudson	1360 N. Cooper Blvd	417-863-6061
John Chiles	1972 S Oak Grove	971-282-7849
MIKE CHILES	11750 W FR 124 BOIS D'ARC MO	417 848 3465
Joe + Bonnie Ford	3037 E. Cornwell Springfield, MO	417-839-5600
Owen Cameron	1686 N Marshall	417-315-3549

J.R. Hutchison

101 N MILL
ROBERTSVILLE MO
65742

417-350-8333

550 St Louis Street / Springfield, MO 65806

O 417.890.8802 / olsson.com

Bruce Adib-yazdi

Planning & Zoning Commission Page 15 of 65

1946 S. Holland

417 848
6001

olsson®



April 21, 2023

City of Springfield
Development Review Office
840 Booneville Avenue
Springfield, Missouri 65801

Dear Mr. Hosmer:

This letter is in response to a neighborhood meeting held on April 19, 2023, and associated with the proposed rezoning of Springfield Underground. The property is generally located east of Highway 65, north of E. Division Street, and south of the BNSF rail line. Discussion topics and responses are provided below.

Both the verbal and written comments were generally related to increased traffic, concerns with increase stormwater runoff, and trash. The majority of those present were residents within Cooper Estates. Positive comments were received related to the opportunity of shopping amenities that could be developed that are not in close proximity currently. There were also concerns with location of the proposed Multi-Family as indicated on the PD Exhibit 2 that was provided to the neighbors prior to the neighborhood meeting.

While the PD amendment doesn't specifically indicate the planned roadway improvements, it was discussed that traffic studies will be required at each phase of the development. Furthermore, the planned improvements associated with the LeCompte/Division and Eastgate grants were discussed. It was discussed how these improvements will help to alleviate some of the existing traffic concerns raised. However, it was discussed that future improvements are anticipated once future development plans are identified.

As for stormwater concerns, it was discussed that drainage paths from the development will not discharge towards Cooper Estates. Residents of Cooper Estates mentioned that currently drainage from the MoDOT ditch along Division discharges into Cooper Estates. It was explained to the neighbors that drainage from the proposed development doesn't flow towards Cooper Estates. The natural/existing drainage from the land discharges to an existing culvert under LeCompte, that then intern, discharges to a natural swale southeast of the LeCompte and Division intersection.

Regarding trash, it was discussed that it's the responsibility of the future users to keep their properties clean, and of the developer to maintain all detention basins on the site in perpetuity.

Regarding the concerns with the Multi-Family, it was discussed with the neighbors that the Multi-Family use as indicated on the provided Exhibit 2 was not to be located in Area E. It was discussed that this was a typo, of which the city had been made aware, and that Multi-Family was to only be allowed in Area F. The neighbors appeared to be relieved with this corrected information.

Should you have any questions regarding our response to the written and verbal comments received prior to the date of this letter, please contact me at 417.890.8802 or at jrasmussen@olsson.com.

Sincerely,



Jared Rasmussen, PE
Olsson Project Manager

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

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

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

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

The Land Use or Zoning Change Process:

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

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

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

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

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

DATE:	4/19/23	Telephone No.	417 848 6001
YOUR NAME:	Bruce Adib-yazdi		
YOUR ADDRESS:	1946 S. Holland		
PROJECT ADDRESS:	NE CORNER 65/DIVISION		
COMMENTS:	LOVE THE SHARED BIKE / PED PATH!!! ON LECOMPTRE ROAD		

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

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

DATE:	APRIL 19, 2023	Telephone No.	417 862 7962
YOUR NAME:	MARK STILLWELL		
YOUR ADDRESS:	3660 EAST SHEFFIELD WAY L5802		
PROJECT ADDRESS:			
COMMENTS:	ANY PLAN TO PUT MIXED RETAIL BETWEEN 65 AND LECOMPTIE WITHOUT MAKING DIVISION STREET FOUR LANES WIDE WILL CAUSE HORRIBLE TRAFFIC CONGESTION ALONG DIVISION EAST OF US 65, PARTICULARLY IN LARGE TRUCK TRAFFIC. DIVISION IS BAD ENOUGH NOW WITH ALL THE INCREASED RESIDENTIAL DEVELOPMENT EAST OF LECOMPTIE ROAD		

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

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

DATE:	4-19-2023	Telephone No.	417-725-2431
YOUR NAME:	JOE FARLEY VP-COOPER ESTATES POA		
YOUR ADDRESS:	1311 N. COOPER BLVD		
PROJECT ADDRESS:	SPRINGFIELD UNDERGROUND		
COMMENTS:	SEE ATTACHED LETTER		

Mr. Bob Hosmer, AICP Planning Manager

4/19/2023.

City of Springfield Development Review Office

840 Booneville Avenue

Springfield, Missouri 65801

Dear Mr. Hosmer.

We, the Cooper Estates Property Owners Association, are writing about the proposed rezoning of the Springfield Underground property. There are specific concerns we have about the rezoning as planned and explained in your notice of a neighborhood meeting. Our concerns include the unit density, worsening of traffic along Division, and drainage and detention in an area near homes in our neighborhood.

As you may recall, the ten-acre property to the east of this property, at the northeast corner of Division and LeCompte, the city recently rezoned for retail use. The proposed rezoning of the Underground property would authorize a residential density of eleven units per acre in area E. An acre is 43560 sq ft. A housing density of eleven units per acre amounts to 4140 sq ft per unit with no consideration for roads. Local neighborhoods have houses larger than the lot size proposed. The property is approximately forty acres, which would allow 40 to 50 residential dwellings just to our north in addition to whatever retail development occurs on the adjacent property described above. This density is not consistent with neighborhoods in the area including our neighborhood as well as neighborhoods to the east. We would be genuinely concerned if this density represents an apartment project.

The proposed rezoning and development would do little to improve traffic and congestion along Division Street. With the amount of traffic into and out of Springfield on Division the proposals will only add to the congestion. This is a real safety issue for our neighborhood. There is 18-wheel truck traffic along Division, mostly from LeCompte to the west to access sixty-five and the interstate. The road improvements proposed will improve access for traffic to the Underground and traffic to the proposed development. It will worsen traffic along Division Street from LeCompte to the west, especially if taken as a whole and include any future retail development as zoned along Division. Possibly portions of Division should be four lanes.

It is a concern there will be a drainage and detention basin directly across the road from four to five of the homes in our neighborhood. This basin can increase mosquitoes and other insects in the area. In addition to collecting runoff this will be an area where trash and garbage will collect especially with the proposed unit density. This basin would be more appropriate in an area not as close to existing homes or in one of the areas not planned for development.

Thank you for your time and consideration of our concerns. We ask you consider the adjacent neighbors and the appropriateness of these changes in relation to the current use of the neighboring properties.

Sincerely.

Cooper Estates Property Owners

EXHIBIT 1A

Requirements and Standards Applicable to
Planned Development District No. 229 Amended

No building or other permits may be issued for development permitted by this planned development nor can any changes be made to this property until the final development plan has been approved in the manner described at the end of this exhibit.

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

APPLICANT'S OVERALL CONCEPT OF PLANNED DEVELOPMENT:

This ~~planned~~planned development is located at the northeast corner of U.S. Highway 65 and Division Street. The intent of this district is to allow a mix of commercial, office, multi-family and industrial development consistent with adopted policies and plans for the area. The planned development permits highway commercial, general retail, office, and multi-family ~~and neighborhood retail~~ activities along the U.S. Highway 65 frontage and Division Street. Office and industrial are permitted on the remainder of the property. This planned development designates approximately 2600 acres of property for industrial purposes, which will be conducted inside a building with related outdoor storage screened from surrounding properties.

The purpose of this amendment is to clarify update roadway design standards and alignments to correspond with recent awarded federal and state grants for LeCompte Road and Eastgate Avenue ~~the phasing of the public and private improvements required to accommodate development of this district.~~ In addition, adjustments have been proposed to the allowed uses within Areas E & F to correspond to the recent update to the City's Comprehensive Plan. All improvements required with the original planned development are included and will be required as deemed appropriate and warranted based on the type and intensity of development with each phase, with all improvements ultimately being completed upon full development of the district.

DEFINITIONS: For purposes of this ordinance, the definitions contained in the Springfield Zoning Ordinance and the following shall apply:

E§1-1

1. **Floor Area, Gross:** The sum of the gross horizontal areas of the several floors of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings, but not including parking or loading spaces for motor vehicles. The gross floor area shall include public or common areas such as public toilets, corridors, stairwells, elevators, machine and equipment rooms, lobbies or mall areas, whether closed or enclosed and shall also include all outdoor areas devoted to retail sales, storage or other activities incidental to the building.
2. **Floor Area Ratio (FAR):** The gross floor area of all buildings on a lot divided by the lot area.

$$\text{FAR} = \frac{\text{Gross Floor Area}}{\text{Total Site Area}}$$

3. **Impervious Surface:** Any part of a lot that is covered by buildings, structures, parking areas, driveways and any other surfaces which reduce or prevent absorption of storm water.
4. **Impervious Surface Ratio (ISR):** The proportion of the site covered by impervious surfaces, and shall be determined as follows:

$$\text{ISR} = \frac{\text{Area covered by impervious surfaces}}{\text{Total site area}}$$

5. **Open Space:** Any occupied space on a lot that is unobstructed to the sky except for the ordinary projection of cornices and eaves. Open space shall not include areas covered by structures, decks, porches, parking areas, driveways, internal streets and other forms of impervious surface.
6. **Open Space Ratio (OSR):** The proportion of a site covered by open space which shall be determined as follows:

$$\text{OSR} = \frac{\text{Area covered by open space}}{\text{Total site area}}$$

Eξ1-2

7. **Vehicular Use Area:** That portion of a lot that is used by vehicles for access, circulation, parking and loading and unloading. It comprises the total of circulation areas, loading and unloading areas, and parking areas.

USES PERMITTED: Only the following uses shall be permitted:

A. Entire Development

Mining, warehousing and distribution are permitted in all areas underground provided all access to the underground and facilities related to the underground mining are only located in Area C. Ventilation facilities and access for emergency evacuation are permitted in all areas. An additional access to the underground shall be allowed in Area E. Temporary Mining activities to support creation of the additional access shall be allowed within Area E.

B. Area A

Approximately ~~47~~48 acres located at the northeast corner and frontage of Highway 65 and Division Street. The intended land use is for highway commercial development that would be attracted to the visibility and superior access the highway frontage provides.

1. Athletic clubs, fitness centers and indoor sports facilities.
2. Automobile sales and service (excluding body and fender repair or paint shops, unless completed indoors and ancillary to the primary use)
3. Bakeries retail or wholesale
4. Banks and financial institutions, including automatic teller machines and drive-thru facilities
5. Commercial amusements including bowling alleys, dance halls, video game arcades, billiard parlors, roller skating and ice skating arenas and motion picture theaters (excluding drive-in theaters). However, the sale of alcoholic beverages, for consumption on site at any of the above uses shall be prohibited unless the volume of the alcoholic beverage business is no greater than one-third of the total food sales served and consumed on site.
6. Convenience stores with or without gas pumps.

7. Day care centers.
8. Furniture and appliance stores.
9. Hardware and home improvement stores.
10. Heating and plumbing sales and service as part of a shopping center.
11. Home and general equipment rental agencies.
12. Hotels, motels and inns.
13. Offices, administrative, business, finance and professional
14. Offices, medical and dental.
15. Personal service establishments (excluding massage parlors)
16. Pet stores and pet grooming.
17. Photo processing.
18. Public service and public utility uses.
19. Restaurants, including drive-ins, pick-up and drive-thru facilities.
20. Retail establishments
21. Schools, professional, commercial, industrial and trade.
22. Veterinary clinics.
23. Medical marijuana cultivation facility when not located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
24. Medical marijuana dispensary facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school or within 200 feet of a then-existing child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
- 22-25. Medical marijuana-infused products manufacturing type 2 post-extraction facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school or within 200 feet of a then-existing child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.

C. **Area B**

~~Approximately 70 acres located west of LeCompte Road and north of Division and east of Highway 65. The intended land use is to serve as a~~

~~transition between the more intense industrial development in Area C and the commercial development in Areas A & E. All office and light industrial operations will be conducted within a building with no external impact or effect.~~

~~3. Any establishment that provides supplies and/or services primarily to commercial and industrial customers.~~

~~3. Any light manufacturing, processing, cleaning, servicing, testing, repair or storage of materials, goods or products, and business and sales offices accessory thereto.~~

~~4. Athletic clubs, fitness centers and indoor sports facilities~~

~~5. Banks and financial institutions, including automatic teller machines and drive-thru facilities.~~

~~6. Day care centers.~~

~~7. Office/retail/warehouse combinations, provided no more than twenty-five (25) percent of the gross building floor area shall be used for retail activities.~~

~~8. Offices, administrative, business, finance and professional.~~

~~9. Offices, medical and dental.~~

~~10. Schools, professional, commercial, industrial and trade.~~ Not Used

D. Area C

Approximately 260 acres located south of Kearney and property east of LeCompte Road. Access to the underground will be within Area C. The mining and related activities shall continue in the underground and on the surface until all reserves have been mined or the decision to discontinue mining has been made by Springfield Underground. Area C is intended for heavy industrial uses. The surface will be development with manufacturing, warehouse and distribution facilities.

~~4.1.~~ Manufacturing, production, processing, cleaning, servicing, testing, repair or storage of materials, goods or products, and business and sales offices accessory thereto.

~~5.2.~~ Mining and related activities including but not limited to conveying, crushing, storage and sales of aggregate .

- ~~6.3.~~ Establishments that provide supply and/or services primarily to commercial and industrial customers.
- ~~7.4.~~ Electric and steam power plants internal to the manufacturing facility.
- ~~5.~~ Offices, administrative, business, finance and professional.
- ~~8.6.~~ Offices, medical and dental.
- ~~9.7.~~ Police and fire stations.
- ~~10.8.~~ Public service and public utility uses.
- ~~11.9.~~ Schools, professional, commercial, industrial and trade.
- ~~12.10.~~ Truck terminal and trailer staging.
- ~~11.~~ Warehouse storage and distribution center.
- ~~12.~~ Office/retail/warehouse combinations, provided no more than twenty-five (25) percent of the gross building floor area shall be used for retail activities.
- ~~13.~~ Banks and financial institutions, including automatic teller machines and drive-thru facilities.
- ~~14.~~ Entertainment-oriented use group as defined in section 36-310
- ~~15.~~ Commercial outdoor recreation use group as defined in section 36-310.
- ~~16.~~ Medical marijuana cultivation facility when not located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
- ~~17.~~ Medical marijuana dispensary facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, or within 200 feet of a then-existing child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
- ~~18.~~ Medical marijuana-infused products manufacturing type 1 extraction facility when not located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
- ~~19.~~ Medical marijuana-infused products manufacturing type 2 post-extraction facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, or within 200 feet of a then-existing child day care center or church and as prescribed and subject

to all other requirements in section 36-474, medical marijuana facilities.

13-20. Medical marijuana testing facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.

E. **Area D1 & D2**

Approximately ~~43~~13 acres of open space located along the southern and eastern perimeters of the site. The intent of this open space is to provide a buffer between the residential uses to the south and east of the planned development. The minimum width of 50 feet should allow room for the open space to be contoured, landscaped and improved in such a manner that is an amenity to the development. Sidewalks and/or hike bike trails ~~will~~may be placed within Area D1 and D2 and landscaped to Bufferyard F (Exhibit 3) standards.

~~5.1.~~ Open space and plantings.

~~6.2.~~ Storm water collection facilities and water features.

~~7.3.~~ Hiking/biking trails.

~~8.4.~~ Passive recreation activities.

~~9.5.~~ Roads as shown on Exhibit 2 or as approved by City Council.

~~10.6.~~ Signs as permitted by this exhibit.

F. **Area E**

Approximately ~~15~~26 acres located north of Division and east of the City Utilities water tanks. The intended use is ~~neighborhood~~general retail and personal services. Area E is to function as a transition between more intense commercial and industrial uses and the residential neighborhood south of Division Street.

~~6. Banks and financial institutions, including automatic teller machines and drive-thru facilities.~~

~~7. Day care centers.~~

~~8. Furniture and appliance stores.~~

~~9. Offices, administrative, business, finance and professional.~~

- ~~10. Offices, medical and dental.~~
- ~~11. Personal service establishments including beauty parlors, barber shops, dry cleaning and laundry pick up, express mail, photocopy, and hearing and eye glass shops, excluding massage parlors.~~
- ~~12. Pet stores and pet grooming.~~
- ~~13. Print shops and photocopying establishments.~~
- ~~14. Restaurants, excluding drive-ins, pick-up and drive-thru facilities~~
- ~~15. Retail establishments for the following types of uses: bakery, package liquor, books, candy, dairy products, drugs, grocery, flowers, gifts, jewelry, hobby materials, meat, fish and poultry, newsstand, wearing apparel, shoes, clothing, toys, pipe and tobacco and video rental.~~
- ~~16. Schools and studios for art, dancing, drama, music, photography, interior decorating, or similar courses of study.~~
- ~~6.1. Veterinary clinics with no outside activity~~As defined by the GR - General retail district in section 36-421

G. **Area F**

Approximately ~~11~~39 acres located north of Division and west of the southeast property line. This area is intended for low intensity office, ~~or professional,~~ and medium density multi-family uses that may be located adjacent to any residential district with appropriate buffers and landscaping so as not to create an adverse effect on adjacent residential uses.

- ~~7.1.~~ Day care centers.
- ~~8.2.~~ Offices, administrative, business, finance and professional.
- ~~9.3.~~ Offices, medical and dental.
- ~~4.~~ Medical and dental research facilities.
5. Multi-Family at no more than 11 Dwelling Units per acre, or as limited by the Multi-Family Development Location and Design Guidelines.
6. Only the following uses would be allowed within five hundred (500) feet of the eastern planned development district boundary:
 - Open Space and Plantings
 - Storm water collection facilities and water features
 - Hiking/biking trails
 - Passive recreation activities

~~10.1. Playground equipment and Park Pavilions, provided they are located no closer than three hundred (300) feet from the eastern planned development district boundary.~~

USE LIMITATIONS:

A. Entire Development

1. All uses shall operate in accordance with the noise standards contained in the *Springfield Zoning Ordinance*.
2. No use shall emit ~~an~~^b odor that creates a nuisance as determined by the standards contained in the *Springfield City Code*.
3. Uses on parcels not served by public water and public sewer shall meet the requirements of the *Springfield Zoning Ordinance*.
4. Uses conducted underground shall qualify as being within a completely enclosed building.

B. Area A

All activities or permitted uses shall be conducted within a completely enclosed building, except:

- ~~2.1. Off-street parking and loading facilities;~~
- ~~3.2. Permitted drive-in, pick-up and drive-thru facilities; and~~
- ~~4.3. Day care activities.~~

C. Area B

~~All activities or permitted uses shall be conducted within a completely enclosed building, except:~~

- ~~3. Off-street parking and loading facilities;~~
- ~~4. Permitted drive-in, pick-up and drive-thru facilities; and~~
- ~~5. Day care activities.~~
- Not Used

D. Area C

Eξ1-9

- ~~6.1.~~ All industrial operations shall be conducted inside a building.
- ~~7.2.~~ No building shall be used for residential purposes, except that a guard, caretaker or other person employed on the premises, and their family, may reside on the premises in accordance with the *Springfield Zoning Ordinance*.
- ~~8.3.~~ No junk, scrap, salvage or automobile wrecking yard shall be permitted.

E. **Area D**

None.

F. **Area E**

All activities or permitted uses shall be conducted within a completely enclosed building, except:

- ~~5.1.~~ Off-street parking and loading facilities;
- ~~6.2.~~ Permitted drive-in, pick-up and drive-thru facilities; and
- ~~7.3.~~ Day care activities.

G. **Area F**

All activities or permitted uses shall be conducted within a completely enclosed building, except:

- ~~7.1.~~ Off-street parking and loading facilities; and
- ~~2.~~ Day care activities.
- ~~8.3.~~ Outdoor activities as permitted by R-MD Medium-density multifamily residential district per section 36-383.

INTENSITY OF DEVELOPMENT: Development shall adhere to the following:

The surface development shall be limited to a maximum floor area ratio (FAR) of 1.00 on each buildable lot. The subsurface development shall be limited to a maximum FAR of 1.00 for the entire area underground. Area F shall allow a maximum of 11 dwelling units per acre.

SETBACK AND BULK REQUIREMENTS: Development shall adhere to the following:

A. Setbacks

1. Area A

- a. Division Street for structures ~~and vehicular use areas~~: Fifty (50) feet from the Division Street Right-of-Way.
- b. All other streets for structures:
 - (1) Front yard: Twenty-five (25) feet
 - (2) Side yard: Fifteen (15) feet
 - (3) Rear yard: Fifteen (15) feet.
- c. ~~All other streets f~~For vehicular use areas: Fifteen (15) feet, plus any required bufferyard.

2. Area B

- ~~a. All streets for structures:~~
 - ~~(1) Front yard: Forty (40) feet.~~
 - ~~(2) Side yard: Fifteen (15) feet.~~
 - ~~(3) Rear yard: Fifteen (15) feet~~
- ~~a. All other streets for vehicular use areas: Fifteen (15) feet.~~Not used

3. Area C

- a. All streets for structures:
 - (1) Front yard: Forty (40) feet
 - (2) Side yard: Fifteen (15) feet or zero (0) feet if buildings on adjoining lots are joined by a common wall
 - (3) Rear yard: Fifteen (15) feet or zero (0) feet if buildings on adjoining lots are joined by a common wall
 - (4) Double frontage lots shall have a forty (40) foot setback from each street.
 - (4)(5)With the exception that for Farm Road 116 the setbacks shall begin at the future right-of-way width of fifty (50) feet from centerline.
- ~~b. b.~~ All streets for vehicular use areas: Fifteen (15) feet.

(1) With the exception that for Farm Road 116 the setbacks shall begin at the future right-of-way width of fifty (50) feet from centerline.

4. Area D
None.

5. Area E

- a. Division Street for structures ~~and vehicular use areas~~:
Fifty (50) feet from Division Street Right-of-Way.
- b. All other streets for structures:
 - (1) Front yard: Forty (40) feet
 - (2) Side yard: Fifteen (15) feet
 - (3) Rear yard: Fifteen (15) feet
 - (4) Double frontage lots shall have a forty (40) foot setback from each street.
- c. ~~All other streets for V~~vehicular use areas: Fifteen (15) feet, plus any required bufferyard.

6. Area F

- a. Division Street for structures ~~and vehicular use areas~~:
Fifty (50) feet from Division Street Right-of-Way.
- b. All other streets for structures:
 - (1) Front yard: Forty (40) feet.
 - (2) Side yard: Fifteen (15) feet.
 - (3) Rear yard: Fifteen (15) feet
 - (4) Double frontage lots shall have a forty (40) foot setback from each street.
- c. ~~All other streets for v~~vehicular use areas: Fifteen (15) feet, plus any required bufferyard.

B. **Maximum Structure Height:** Structures may be sixty (60) feet high as measured from the ~~mean adjacent grade of the structure for Areas E and Elevation of the lot. However~~In addition, no structure in areas E and F shall be higher than its horizontal distance from any right-of-way line. In all other areas, there are no height restrictions, except that

all structures shall remain below a 30-degree bulk plane as measured from the boundaries of R-SF or R-TH beyond the limits of this district.

- C. **Maximum Building Coverage:** The maximum building coverage, including accessory buildings, shall not exceed sixty (60) percent on each buildable lot.

OFF-STREET PARKING AND LOADING: Development shall adhere to the following:

The *Springfield Zoning Ordinance* requirements for the number of spaces and design of off-street parking and loading, in effect at the time of development, shall apply.

BUFFERYARD AND LANDSCAPING REQUIREMENTS:

The following bufferyard(s) and landscaping are required:

~~2.1.~~ Area D1 shall be at least fifty (50) feet deep along Division Street as shown on Exhibit 2. ~~D2, As shown on Exhibits 2 and 3, the water features/storm water detention areas in the southeast corner of the planned development will provide at least five hundred (500) feet of separation between the permitted development within Areas B and C and the eastern planned development district boundary. North of this water feature~~Area F, a ~~fifty-seventy-five (5075)~~ foot wide improved open space, ~~sixty (60) foot wide right-of-way~~ and a building setback will be located between the development and the residential and agricultural property to the east. The rest of Area D1 and D2 shall be sized and located in substantial conformance with Exhibit 2. Bufferyard F (Exhibit 43) is required within Area D1 along Division Street. Bufferyard I (Exhibit 54) is required along the eastern planned development boundary adjacent to residential uses. In lieu of new plantings, the existing vegetation may remain and be counted towards the required bufferyard, assuming the existing vegetation is determined by

the City to provide sufficient screening as would be provided by new plantings.

~~3. Bufferyard S3 (Exhibit 5) shall be provided outside the right-of-way in Areas E and F along Division Street. Deciduous trees shall be placed forty (40) feet on center within the perimeter landscape areas along both sides of LeCompte Road and along the internal streets serving commercial and office uses (Exhibit 6).~~

~~4.2. A variety of deciduous and evergreen trees shall be placed along Division Street either within Area D or on private property (Exhibit 7). The plantings shall far exceed those required by the applicable bufferyard in similar situations.~~ These plantings shall be maintained by the property owners' association.

3. Bufferyard S3 (Exhibit ~~8~~5) shall be required outside the right-of-way along Old Wire Road across from property along Old Wire Road that is not within this planned development district.

5.4. Internal to Area A, no buffering is required around the existing water towers.

~~6.5.~~ Perimeter and interior landscaping shall be designed to meet the requirements of Section 6-1200 of the *Springfield Zoning Ordinance* with the exception that the required plantings shall adhere to the following:

- a. One (1) canopy tree, one (1) understory tree or evergreen tree and two (2) shrubs are required for each two thousand (2,000) square feet of green space.
- b. Required street trees count against this requirement.
- c. Required bufferyard plantings per Section 6-1200 of the *Springfield Zoning Ordinance* shall not count this requirement.

~~7.6.~~ Screening and fencing, and landscaping requirements for off-street parking and vehicular use areas shall be in accordance with the *Springfield Zoning Ordinance* in effect at the time of development.

~~8.7.~~ No structures, signs, mechanical equipment, vehicular use areas (except those drives required to provide access to adjoining public

thoroughfares) are permitted within these bufferyards. The surface of these bufferyards, or other required landscape areas, shall be maintained with a living ground cover.

~~9. All utilities within required bufferyards shall be located underground.~~

~~10.8.~~ Waste cans, dumpster units, or other forms of litter control and refuse disposal devices should be placed within the district where they are least visible from public rights-of-way and adjoining properties. Screening of these devices, in the form of a sight proof fence or wall, shall be provided. These devices may not occupy parking spaces required by this exhibit.

~~11.9.~~ A landscape plan, showing conformance with these requirements, shall be submitted with the final development plan.

OPEN SPACE AND IMPERVIOUS SURFACE REQUIREMENTS:

- A. **Open Space Ratio.** A minimum open space ratio of twenty (20) percent open space shall be provided throughout the entire development. This open space ratio shall apply to individual lots as well as the overall development.
- B. **Impervious Surface Ratio.** The entire development shall not exceed an Impervious Surface Ratio of eighty (80) percent.

DESIGN REQUIREMENTS:

- A. All vehicular use areas shall be screened from residential uses in accordance with the *Springfield Zoning Ordinance*.
- B. Refuse storage shall be screened from view of public rights-of-way in accordance with the *Springfield Zoning Ordinance*.
- C. All ground mounted and roof top mechanical and electrical equipment shall be screened from view of all public rights-of-way in accordance with the *Springfield Zoning Ordinance*.

- D. All vehicular use areas shall be dust free paving.
- E. All outside storage areas shall be screened from the right-of-way and residential uses.
- F. Lighting.
 - a. The requirements and standards of the *Springfield Zoning Ordinance*, in effect at the time of development, shall apply. In addition, the light intensity from exterior lights shall not exceed one and a half (1 ½) foot-candles at the property line of the buildable lot on which the lights are located.
 - b. The developer(s) shall submit a lighting plan with the final development plan demonstrating compliance with this section.
 - ~~b.~~

SIGNS:

- A. The developer(s) shall be permitted the following signs:
 - 1. Three (3) free standing signs with a maximum height of forty (40) feet and a maximum effective area of three hundred fifty (350) square feet. They shall be located as follows:
 - a. The northeast quadrant of the U.S. Highway 65/Division Street interchange;
 - b. The southwest quadrant of the Kearney Street/LeCompte Road intersection; and
 - c. The northwest quadrant of the Division Street/LeCompte Road intersection.
 - 2. Each buildable lot with frontage along U.S. Highway 65 shall be permitted one (1) freestanding sign per lot with a maximum height of thirty (30) feet and a maximum effective area of two hundred fifty (250) square feet along that frontage. These signs shall be located at least two hundred (200) feet from each other.
 - 3. Each commercial buildable lot along the internal roads shall be allowed one (1) monument sign per lot with a maximum height of ten (10) feet and a maximum effective area of one hundred (100) square feet.

4. One (1) monument sign, for the development and not for the individual businesses or lots, with a maximum height of ten (10) feet and a maximum effective area of two hundred fifty (250) square feet, is allowed at each corner of a public street intersection with LeCompte Road.
 5. One (1) monument sign, with a maximum height of twelve (12) feet and a maximum effective area of two hundred fifty (250) square feet, is permitted on each office and industrial buildable lot. Wall signage shall not exceed more than ten (10) percent of the face of any building.
- B. Off-premise signs, as defined by the City sign code, are prohibited.
- C. All other signage shall conform with the requirements of the City's sign code.

ACCESS TO PUBLIC THOROUGHFARES:

- A. Public street access to the adjoining public thoroughfares shall be situated in substantial conformance with Exhibit 2. ~~except that t~~The first point of access to Division Street east of U.S. Highway 65 offering full turning movements shall be located east of the City Utilities water tower property. Other access may be permitted to Division ~~and Kearney~~ Street following approval of an access management plan to be undertaken by the City of Springfield and provided such proposed access agrees with the findings and standards of that access management plan. Should the property owners request the additional access to Division Street, that request must be reviewed and approved by MoDOT, the Planning and Zoning Commission and City Council.
- B. Driveway access to the adjoining public thoroughfares shall be located in conformance with City requirements. Driveways shall be at least two hundred (200) feet from each other. Traffic will be focused to the street intersections with Division Street, ~~Kearney Street~~, LeCompte Road and Old Wire Road to reduce driveway cuts along Division Street and LeCompte Road. Shared driveways are encouraged to reduce the number of points of access to the public street system. Major entries will be designed to the internal loop roads (Eastgate and Summerset) and the

entrance to the Springfield Underground from LeCompte Road. Lots with frontage only on LeCompte Road are permitted two (2) driveways which are no closer than two hundred (200) feet from each other and from street intersections. Area A shall be allowed a right-in/right-out access on to Eastgate south of the existing water towers. This access shall be no closer than two hundred (200) feet from the Division Street mainline right-of-way line.

STORMWATER CONTROL:

- A. Stormwater control shall be provided in accordance with the existing stormwater control ordinances. At the time of development, the existing basin located at the southeast corner of the district may be required to be updated to meet the current water quality standards in the City of Springfield Flood Control and Water Quality Protection Manual.
- B. Detention basins shall be landscaped and maintained.
- C. The stormwater management system shall include utilization of “Best Management Practices” (BMPs) to address the quality of the stormwater runoff. BMPs will be incorporated into the overall open space system. Storm water ponds will be incorporated as amenities for the development with the goal of providing the BMPs and establishing habitats for fish, waterfowl and other wildlife.

REQUIRED IMPROVEMENTS:

Public and private improvements are necessary to adequately accommodate the intensity of development proposed in this district. The improvements shall be constructed prior to or concurrently with the development of the property. If the development of the property is phased, the construction of the improvements may also be phased provided there is a logical relationship between each phase of the development and the construction of the required improvements for the phase under development. The applicant or subsequent owners shall include with the Final Development Plan(s) a schedule for completion of public and private improvements. Prior to building permits being issued to the applicant or subsequent owners:

1. The required improvements for such phase shall be constructed; or
2. Assurances satisfactory to the Director of Public Works guaranteeing that all required public improvements will be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department shall be provided to the City.

No certificate of occupancy shall be issued for any structure within this district, or phase of the development, unless:

1. The required improvements for such phase are completed prior ~~to~~ to occupancy of the structures; or
2. The Director of Public Works has determined that such public improvements, if not completed, have little or no effect on the occupancy of the facility or conditions beyond the control of the contractor, i.e., strikes, weather, etc., have delayed the completion of the improvements.

If one of these conditions occur, the Director of Building Development Services may permit occupancy under conditions satisfactory to the Director of Public Works that the required improvements will be completed as required by this ordinance within a reasonable time.

1. Improvements necessary to adequately accommodate the type and intensity of the full ~~development~~ proposed in this district may include, when warranted based on the proposed development during each phase of - the development, the following:
 - a. The developer shall work with the Missouri Department of Transportation, at the final development stage of any development along U.S. Highway 65, to determine the amount of right-of-way to be granted by the developer for that highway;
 - b. LeCompte Road shall have eighty (80) feet of right-of-way and shall be developed with a median and street trees as shown on Exhibit 6 in accordance with City design standards for a Secondary Arteria. The road may be widened in phases to support the phased development of the Planned Development.

- ~~b.c.~~ Eastgate Avenue shall have seventy (70) feet of right-of-way and shall be developed in accordance with City design standards for a Collector.
- ~~e.~~ Kearney Street shall have fifty (50) feet of right-of-way as measured from its centerline.
- d. Division Street shall have seventy (70) feet of right-of-way as measured from its centerline, and shall be improved as required to support the size and intensity of the development.
- e. Old Wire Road (FR 116) and ~~all other internal~~ Summerset S streets shall have sixty (60) feet of right-of-way.
- f. Sidewalks and hiking/biking trails are required along Division ~~and Kearney Streets~~ and on both sides of LeCompte Road and Eastgate Avenue, and ~~and~~ along Old Wire Road within this planned development district, ~~and as shown on Exhibits 2 and 9.~~ Sidewalks are required along both sides of Summerset Street.
- g. The developer will be responsible to pay for a portion of the cost to extend a sanitary sewer trunk line to this property.
- h. Public sanitary sewer service must be extended to each building lot.
- ~~i.~~ Widen Division Street to four (4) traffic lanes from U.S. Highway 65 to the first intersection east of the freeway permitting full turning movements. A traffic signal light shall be installed at this intersection.
- ~~j.i.~~ A traffic signal light shall be installed at the LeCompte Road intersections with both Division and Kearney Street when deemed warranted by MoDOTs.
- ~~k.j.~~ Traffic signal lights, as acceptable to the Missouri Department of Transportation when deemed warranted by the Missouri Department of Transportation, shall be installed at the Division Street interchange with U.S. Highway 65.
- ~~l.k.~~ LeCompte Road shall be widened improved as required to support the development, which may include up to four (4) traffic lanes between Kearney and Division Streets as shown on Exhibit 6. Crossing gates and mast-arm mounted railroad signals at the railroad crossing on LeCompte Road may be needed at this stage. This improvement must be coordinated with the Missouri Public Service Commission and the Burlington Northern Santa Fe Railroad.

~~m. Kearney Street shall be widened to four (4) traffic lanes between U.S. Highway 65 and LeCompte Road.~~

~~n. Other public street improvements will be necessary for the efficient and safe ingress and egress from the public thoroughfare system by the final phase of development. The timing of the need for these improvements, and type of improvements necessary shall be determined by the Directors of both Public Works and Planning and Development as development proceeds on this property. These improvements may include the following:~~

- ~~(1) Increasing the spacing between the signalized freeway ramp intersections with Kearney Street to accommodate dual left turn lanes in both directions.~~
- ~~(2) Widen the northbound freeway off-ramp to Kearney Street to a four (4) lane approach to accommodate an additional right turn lane.~~
- ~~(3) Widen the southbound freeway off-ramp to Kearney Street to dual left turn lanes and possibly dual right turn lanes.~~
- ~~(4) Continue the widening of Division Street to LeCompte Road to include a three (3) lane approach east of LeCompte Road.~~
- ~~(5) Increasing the spacing between the signalized freeway ramp intersections with Division Street to accommodate dual left turn lanes in both directions.~~
- ~~(6) The northbound off-ramp to Division Street to accommodate dual left turn lanes to improve signal operation and dual right turn lanes.~~
- ~~(7) Widen the southbound off-ramp to Division Street to accommodate dual left turn lanes with a separate right turn lane.~~

MAINTENANCE OF COMMON AREAS AND FACILITIES: Development shall adhere to the following:

The maintenance of common areas and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a duly constituted property owners association meeting all legal requirements prescribed by the City Attorney.

FINAL DEVELOPMENT PLAN.

- A. Development may be phased at the discretion of the developer(s) provided that all public improvements serving each phase and the District as a whole and the adjoining area are completed in a sequence assuring full utility of the District as a whole and all areas within the District and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult.

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

~~B. The final development plan(s) for Areas E and F and that part of Area C shown on Exhibit 2 in cross hatching shall be submitted to the Planning and Zoning Commission for review and recommendation to the City Council for final action. The uses permitted and the intensity of development as prescribed by this ordinance shall not be subject to review during the final development plan stage.~~

~~C.B. For all other portions of this planned development, t~~The Administrative Review Committee is hereby authorized to, acting jointly, approve the final development plan(s) provided such plan substantially conforms to the provisions of this ordinance.

The Administrative Review Committee is hereby authorized, at its discretion, to approve minor adjustments and modifications to the site plan. Such authority shall not, however, be construed to permit:

1. Any uses within the district other than those specifically prescribed by this ordinance.
2. Any increase in the intensity of use permitted within this district.

3. Any deviation from the height and setback standards prescribed by this ordinance.

~~4.~~ Any reduction on the required parking prescribed by this ordinance.

~~4.~~ PD229amex1.wpd

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EXHIBIT 1B

Requirements and Standards Applicable to Planned Development District No. 229 Amendment 2

APPLICATION

No building or other permits may be issued for development permitted by this planned development, nor can any changes be made to this property until the final development plan has been approved in the manner described at the end of this exhibit.

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

INTENT

This planned development is located at the northeast corner of U.S. Highway 65 and Division Street. The intent of this district is to allow a mix of commercial, office, multi-family and industrial development consistent with adopted policies and plans for the area. The planned development permits highway commercial, general retail, office, and multi-family activities along the U.S. Highway 65 frontage and Division Street. Office and industrial are permitted on the remainder of the property. This planned development designates approximately 260 acres of property for industrial purposes, which will be conducted inside a building with related outdoor storage screened from surrounding properties.

The purpose of this amendment is to clarify/update roadway design standards and alignments to correspond with recent awarded federal and state grants for LeCompte Road and Eastgate Avenue. In addition, adjustments have been proposed to the allowed uses within Areas D & E to correspond to the recent update to the City's Comprehensive Plan. All improvements required with the original planned development are included and will be required as deemed appropriate and warranted based on the type and intensity of development with each phase, with all improvements ultimately being completed upon full development of the district.

DEFINITIONS:

For purposes of this ordinance, the definitions contained in the Springfield Zoning Ordinance and the following shall apply:

Floor Area, Gross: The sum of the gross horizontal areas of the several floors of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings, but not including parking or loading spaces for motor vehicles. The gross floor area shall include public or common areas such as public toilets, corridors, stairwells, elevators, machine and equipment rooms, lobbies or mall

areas, whether closed or enclosed and shall also include all outdoor areas devoted to retail sales, storage or other activities incidental to the building.

Floor Area Ratio (FAR): The gross floor area of all buildings on a lot divided by the lot area.

$$\text{FAR} = \frac{\text{Gross Floor Area}}{\text{Total Site Area}}$$

Impervious Surface: Any part of a lot that is covered by buildings, structures, parking areas, driveways and any other surfaces which reduce or prevent absorption of storm water.

Impervious Surface Ratio (ISR): The proportion of the site covered by impervious surfaces, and shall be determined as follows:

$$\text{ISR} = \frac{\text{Area Covered by impervious surfaces}}{\text{Total site area}}$$

Open Space: Any occupied space on a lot that is unobstructed to the sky except for the ordinary projection of cornices and eaves. Open space shall not include areas covered by structures, decks, porches, parking areas, driveways, internal streets and other forms of impervious surface.

Open Space Ratio (OSR): The proportion of a site covered by open space which shall be determined as follows:

$$\text{OSR} = \frac{\text{Area Covered by open space}}{\text{Total site area}}$$

Vehicular Use Area: That portion of a lot that is used by vehicles for access, circulation, parking and loading and unloading. It comprises the total of circulation areas, loading and unloading areas, and parking areas.

USES PERMITTED:

Only the following uses shall be permitted:

Entire Planned Development Area

Mining, warehousing and distribution are permitted in all areas underground provided all access to the underground and facilities related to the underground mining are only located in Area B. Ventilation facilities and access for emergency evacuation are permitted in all areas. An additional access to the underground shall be allowed in Area

D. Temporary Mining activities to support creation of the additional access shall be allowed within Area D.

Area A

Approximately 48 acres located at the northeast corner and frontage of Highway 65 and Division Street. The intended land use is for highway commercial development that would be attracted to the visibility and superior access the highway frontage provides.

1. Athletic clubs, fitness centers and indoor sports facilities.
2. Automobile sales and service (excluding body and fender repair or paint shops, unless completed indoors and ancillary to the primary use)
3. Bakeries retail or wholesale
4. Banks and financial institutions, including automatic teller machines and drive-thru facilities
5. Commercial amusements including bowling alleys, dance halls, video game arcades, billiard parlors, roller skating and ice skating arenas and motion picture theaters (excluding drive-in theaters). However, the sale of alcoholic beverages, for consumption on site at any of the above uses shall be prohibited unless the volume of the alcoholic beverage business is no greater than one-third of the total food sales served and consumed on site.
6. Convenience stores with or without gas pumps.
7. Day care centers.
8. Furniture and appliance stores.
9. Hardware and home improvement stores.
10. Heating and plumbing sales and service as part of a shopping center.
11. Home and general equipment rental agencies.
12. Hotels, motels and inns.
13. Offices, administrative, business, finance and professional
14. Offices, medical and dental.
15. Personal service establishments (excluding massage parlors)
16. Pet stores and pet grooming.
17. Photo processing.
18. Public service and public utility uses.
19. Restaurants, including drive-ins, pick-up and drive-thru facilities.
20. Retail establishments
21. Schools, professional, commercial, industrial and trade.
22. Veterinary clinics.
23. Medical marijuana cultivation facility when not located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
24. Medical marijuana dispensary facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school or within 200 feet of a

- then-existing child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
25. Medical marijuana-infused products manufacturing type 2 post-extraction facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school or within 200 feet of a then-existing child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.

Area B

Approximately 260 acres located south of Kearney and property east of LeCompte Road. Access to the underground will be within Area B. The mining and related activities shall continue in the underground and on the surface until all reserves have been mined or the decision to discontinue mining has been made by Springfield Underground. Area B is intended for heavy industrial uses. The surface will be development with manufacturing, warehouse and distribution facilities.

1. Manufacturing, production, processing, cleaning, servicing, testing, repair or storage of materials, goods or products, and business and sales offices accessory thereto.
2. Mining and related activities including but not limited to conveying, crushing, storage and sales of aggregate .
3. Establishments that provide supply and/or services primarily to commercial and industrial customers.
4. Electric and steam power plants internal to the manufacturing facility.
5. Offices, administrative, business, finance and professional.
6. Offices, medical and dental.
7. Police and fire stations.
8. Public service and public utility uses.
9. Schools, professional, commercial, industrial and trade.
10. Truck terminal and trailer staging.
11. Warehouse storage and distribution center.
12. Office/retail/warehouse combinations, provided no more than twenty-five (25) percent of the gross building floor area shall be used for retail activities.
13. Banks and financial institutions, including automatic teller machines and drive-thru facilities.
14. Entertainment-oriented use group as defined in section 36-310
15. Commercial outdoor recreation use group as defined in section 36-310.
16. Medical marijuana cultivation facility when not located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
17. Medical marijuana dispensary facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, or within 200 feet of a

- then-existing child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
18. Medical marijuana-infused products manufacturing type 1 extraction facility when not located adjacent to or across the street from any residential district. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
 19. Medical marijuana-infused products manufacturing type 2 post-extraction facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, or within 200 feet of a then-existing child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.
 20. Medical marijuana testing facility. No facility shall be located within 1,000 feet of a then-existing elementary or secondary school, child day care center or church and as prescribed and subject to all other requirements in section 36-474, medical marijuana facilities.

Area C1 & C2

Approximately 13 acres of open space located along the southern and eastern perimeters of the site. The intent of this open space is to provide a buffer between the residential uses to the south and east of the planned development. The minimum width of 50 feet should allow room for the open space to be contoured, landscaped and improved in such a manner that is an amenity to the development. Sidewalks and/or hike bike trails may be placed within Area C Area C1 and C2 and landscaped to Bufferyard F (Exhibit 3) standards.

1. Open space and plantings.
2. Storm water collection facilities and water features.
3. Hiking/biking trails.
4. Passive recreation activities.
5. Roads as shown on Exhibit 2 or as approved by City Council.
6. Signs as permitted by this exhibit.

Area D

Approximately 26 acres located north of Division and east of the City Utilities water tanks. The intended use is general retail and personal services. Area D is to function as a transition between more intense commercial and industrial uses and the residential neighborhood south of Division Street.

1. All uses as defined by the GR – General retail district in section 36-421

Area E

Approximately 39 acres located north of Division and west of the southeast property line. This area is intended for low intensity office, professional, and medium density multi-family uses that may be located adjacent to any residential district with appropriate buffers and landscaping so as not to create an adverse effect on adjacent residential uses.

1. Day care centers.
2. Offices, administrative, business, finance and professional.
3. Offices, medical and dental.
4. Medical and dental research facilities.
5. Multi-Family at no more than 11 Dwelling Units per acre, or as limited by the Multi-Family Development Location and Design Guidelines.
6. Only the following uses would be allowed within five hundred (500) feet of the eastern planned development district boundary:
7. Open Space and Plantings
8. Storm water collection facilities and water features
9. Hiking/biking trails
10. Passive recreation activities
11. Playground equipment and Park Pavilions, provided they are located no closer than three hundred (300) feet from the eastern planned development district boundary.

USE LIMITATIONS:

Entire Development

1. All uses shall operate in accordance with the noise standards contained in the Springfield Zoning Ordinance.
2. No use shall emit an odor that creates a nuisance as determined by the standards contained in the Springfield City Code.
3. Uses on parcels not served by public water and public sewer shall meet the requirements of the Springfield Zoning Ordinance.
4. Uses conducted underground shall qualify as being within a completely enclosed building.

Area A

All activities or permitted uses shall be conducted within a completely enclosed building, except:

1. Off-street parking and loading facilities;
2. Permitted drive-in, pick-up and drive-thru facilities; and
3. Day care activities.

Area B

All industrial operations shall be conducted inside a building.

No building shall be used for residential purposes, except that a guard, caretaker or other person employed on the premises, and their family, may reside on the premises in accordance with the Springfield Zoning Ordinance.

No junk, scrap, salvage or automobile wrecking yard shall be permitted.

Area C - None, used for drainage and detention basin.

Area D

All activities or permitted uses shall be conducted within a completely enclosed building, except:

1. Off-street parking and loading facilities;
2. Permitted drive-in, pick-up and drive-thru facilities; and
3. Day care activities.

Area E

All activities or permitted uses shall be conducted within a completely enclosed building, except:

1. Off-street parking and loading facilities; and
2. Day care activities.
3. Outdoor activities as permitted by R-MD Medium-density multifamily residential district per section 36-383.

INTENSITY OF DEVELOPMENT: Development shall adhere to the following:

The surface development shall be limited to a maximum floor area ratio (FAR) of 1.00 on each buildable lot. The subsurface development shall be limited to a maximum FAR of 1.00 for the entire area underground. Area E shall allow a maximum of 11 dwelling units per acre.

SETBACK AND BULK REQUIREMENTS AND HEIGHT REQUIREMENTS:

Development shall adhere to the following:

Setbacks

Area A

1. Division Street for structures: Fifty (50) feet from the Division Street Right-of-Way.
2. All other streets for structures:
3. Front yard: Twenty-five (25) feet
4. Side yard: Fifteen (15) feet
5. Rear yard: Fifteen (15) feet.
6. For vehicular use areas: Fifteen (15) feet, plus any required bufferyard.

Area B

1. All streets for structures:
2. Front yard: Forty (40) feet
3. Side yard: Fifteen (15) feet or zero (0) feet if buildings on adjoining lots are joined by a common wall
4. Rear yard: Fifteen (15) feet or zero (0) feet if buildings on adjoining lots are joined by a common wall
5. Double frontage lots shall have a forty (40) foot setback from each street.
6. With the exception that for Farm Road 116 the setbacks shall begin at the future right-of-way width of fifty (50) feet from centerline.
7. All streets for vehicular use areas: Fifteen (15) feet.
8. With the exception that for Farm Road 116 the setbacks shall begin at the future right-of-way width of fifty (50) feet from centerline.

Area C – None, used for drainage and detention basin.

Area D

1. Division Street for structures: Fifty (50) feet from Division Street Right-of-Way.
2. All other streets for structures:
3. Front yard: Forty (40) feet
4. Side yard: Fifteen (15) feet
5. Rear yard: Fifteen (15) feet
6. Double frontage lots shall have a forty (40) foot setback from each street.
 - c. Vehicular use areas: Fifteen (15) feet, plus any required bufferyard.

Area E

1. Division Street for structures: Fifty (50) feet from Division Street Right-of-Way.
2. All other streets for structures:
 - a. Front yard: Forty (40) feet
 - b. Side yard: Fifteen (15) feet.
 - c. Rear yard: Fifteen (15) feet.
 - d. Double frontage lots shall have a forty (40) foot setback from each street.
 - e. Vehicular use areas: Fifteen (15) feet, plus any required bufferyard.

Maximum Structure Height: Structures may be sixty (60) feet high as measured from the adjacent grade of the structure for Areas D and E. In addition, no structure in areas E and F shall be higher than its horizontal distance from any right-of-way line. In all other areas, there are no height restrictions, except that all structures shall remain below a 30-degree bulk plane as measured from the boundaries of R-SF or R-TH beyond the limits of this district.

Maximum Building Coverage: The maximum building coverage, including accessory buildings, shall not exceed sixty (60) percent on each buildable lot.

OFF STREET PARKING AND LOADING: Development shall adhere to the following:

The Springfield Zoning Ordinance requirements for the number of spaces and design of off-street parking and loading, in effect at the time of development, shall apply.

BUFFERYARD AND LANDSCAPING REQUIREMENTS:

The following bufferyard(s) and landscaping are required:

1. Area C1 shall be at least fifty (50) feet deep along Division Street as shown on Exhibit 2. C2, north of Area E, a seventy-five (75) foot wide improved open space and a building setback will be located between the development and the residential and agricultural property to the east. The rest of Area C1 and C2 shall be sized and located in substantial conformance with Exhibit 2. Bufferyard F (Exhibit 3) is required within Area C1 along Division Street. Bufferyard I (Exhibit 4) is required along the eastern planned development boundary adjacent to residential uses. In lieu of new plantings, the existing vegetation may remain and be counted towards the required bufferyard, assuming the existing vegetation is determined by the City to provide sufficient screening as would be provided by new plantings.
2. Bufferyard S3 (Exhibit 5) shall be provided outside the right-of-way in Areas D and E along Division Street. These plantings shall be maintained by the property owners' association.
3. Bufferyard S3 (Exhibit 5) shall be required outside the right-of-way along Old Wire Road across from property along Old Wire Road that is not within this planned development district.
4. Internal to Area A, no buffering is required around the existing water towers.
5. Perimeter and interior landscaping shall be designed to meet the requirements of Section 6-1200 of the Springfield Zoning Ordinance with the exception that the required plantings shall adhere to the following:
 - a. One (1) canopy tree, one (1) understory tree or evergreen tree and two (2) shrubs are required for each two thousand (2,000) square feet of green space.
 - b. Required street trees count against this requirement.
 - c. Required bufferyard plantings per Section 6-1200 of the Springfield Zoning Ordinance shall not count this requirement.
6. Screening and fencing, and landscaping requirements for off-street parking and vehicular use areas shall be in accordance with the Springfield Zoning Ordinance in effect at the time of development.

7. No structures, signs, mechanical equipment, vehicular use areas (except those drives required to provide access to adjoining public thoroughfares) are permitted within these bufferyards. The surface of these bufferyards, or other required landscape areas, shall be maintained with a living ground cover.
8. Waste cans, dumpster units, or other forms of litter control and refuse disposal devices should be placed within the district where they are least visible from public rights-of-way and adjoining properties. Screening of these devices, in the form of a sight proof fence or wall, shall be provided. These devices may not occupy parking spaces required by this exhibit.
9. A landscape plan, showing conformance with these requirements, shall be submitted with the final development plan.

OPEN SPACE AND IMPERVIOUS SURFACE REQUIREMENTS:

1. Open Space Ratio. A minimum open space ratio of twenty (20) percent open space shall be provided throughout the entire development. This open space ratio shall apply to individual lots as well as the overall development.
2. Impervious Surface Ratio. The entire development shall not exceed an Impervious Surface Ratio of eighty (80) percent.

DESIGN REQUIREMENTS:

1. All vehicular use areas shall be screened from residential uses in accordance with the Springfield Zoning Ordinance.
2. Refuse storage shall be screened from view of public rights-of-way in accordance with the Springfield Zoning Ordinance.
3. All ground mounted and roof top mechanical and electrical equipment shall be screened from view of all public rights-of-way in accordance with the Springfield Zoning Ordinance.
4. All vehicular use areas shall be dust free paving.
5. All outside storage areas shall be screened from the right-of-way and residential uses.

6. Lighting.
 - f. The requirements and standards of the Springfield Zoning Ordinance, in effect at the time of development, shall apply. In addition, the light intensity from exterior lights shall not exceed one and a half (1 ½) foot-candles at the property line of the buildable lot on which the lights are located.
 - g. The developer(s) shall submit a lighting plan with the final development plan demonstrating compliance with this section.

SIGNS:

The developer(s) shall be permitted the following signs:

1. Three (3) free standing signs with a maximum height of forty (40) feet and a maximum effective area of three hundred fifty (350) square feet. They shall be located as follows:
 - a. The northeast quadrant of the U.S. Highway 65/Division Street interchange;
 - b. The southwest quadrant of the Kearney Street/LeCompte Road intersection; and
 - c. The northwest quadrant of the Division Street/LeCompte Road intersection.
2. Each buildable lot with frontage along U.S. Highway 65 shall be permitted one (1) freestanding sign per lot with a maximum height of thirty (30) feet and a maximum effective area of two hundred fifty (250) square feet along that frontage. These signs shall be located at least two hundred (200) feet from each other.
3. Each commercial buildable lot along the internal roads shall be allowed one (1) monument sign per lot with a maximum height of ten (10) feet and a maximum effective area of one hundred (100) square feet.
4. One (1) monument sign, for the development and not for the individual businesses or lots, with a maximum height of ten (10) feet and a maximum effective area of two hundred fifty (250) square feet, is allowed at each corner of a public street intersection with LeCompte Road.
5. One (1) monument sign, with a maximum height of twelve (12) feet and a maximum effective area of two hundred fifty (250) square feet, is permitted on each office and industrial buildable lot. Wall signage shall not exceed more than ten (10) percent of the face of any building.
6. Off-premise signs, as defined by the City sign code, are prohibited.
7. All other signage shall conform with the requirements of the City's sign code.

ACCESS TO PUBLIC THOROUGHFARES:

1. Public street access to the adjoining public thoroughfares shall be situated in substantial conformance with Exhibit 2. The first point of access to Division Street east of U.S. Highway 65 offering full turning movements shall be located east of the City Utilities water tower property. Other access may be permitted to Division Street following approval of an access management plan to be undertaken by the City of Springfield and provided such proposed access agrees with the findings and standards of that access management plan. Should the property owners request the additional access to Division Street, that request must be reviewed and approved by MoDOT, the Planning and Zoning Commission and City Council.
2. Driveway access to the adjoining public thoroughfares shall be located in conformance with City requirements. Driveways shall be at least two hundred (200) feet from each other. Traffic will be focused to the street intersections with Division Street, LeCompte Road and Old Wire Road to reduce driveway cuts along Division Street and LeCompte Road. Shared driveways are encouraged to reduce the number of points of access to the public street system. Major entries will be designed to the internal loop roads (Eastgate and Summerset) and the entrance to the Springfield Underground from LeCompte Road. Lots with frontage only on LeCompte Road are permitted two (2) driveways which are no closer than two hundred (200) feet from each other and from street intersections. Area A shall be allowed a right-in/right-out access on to Eastgate south of the existing water towers. This access shall be no closer than two hundred (200) feet from the Division Street mainline right-of-way line.

STORMWATER CONTROL:

1. Stormwater control shall be provided in accordance with the existing stormwater control ordinances. At the time of development, the existing basin located at the southeast corner of the district may be required to be updated to meet the current water quality standards in the City of Springfield Flood Control and Water Quality Protection Manual.
2. Detention basins shall be landscaped and maintained.
3. The stormwater management system shall include utilization of "Best Management Practices" (BMPs) to address the quality of the stormwater runoff. BMPs will be incorporated into the overall open space system. Storm water ponds will be incorporated as amenities for the development with the goal of providing the BMPs and establishing habitats for fish, waterfowl and other wildlife.

REQUIRED IMPROVEMENTS:

Public and private improvements are necessary to adequately accommodate the intensity of development proposed in this district. The improvements shall be constructed prior to or concurrently with the development of the property. If the development of the property is phased, the construction of the improvements may also be phased provided there is a logical relationship between each phase of the development and the construction of the required improvements for the phase under development. The applicant or subsequent owners shall include with the Final Development Plan(s) a schedule for completion of public and private improvements. Prior to building permits being issued to the applicant or subsequent owners:

1. The required improvements for such phase shall be constructed; or
2. Assurances satisfactory to the Director of Public Works guaranteeing that all required public improvements will be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department shall be provided to the City.

No certificate of occupancy shall be issued for any structure within this district, or phase of the development, unless:

1. The required improvements for such phase are completed prior to occupancy of the structures; or
2. The Director of Public Works has determined that such public improvements, if not completed, have little or no effect on the occupancy of the facility or conditions beyond the control of the contractor, i.e., strikes, weather, etc., have delayed the completion of the improvements.

If one of these conditions occur, the Director of Building Development Services may permit occupancy under conditions satisfactory to the Director of Public Works that the required improvements will be completed as required by this ordinance within a reasonable time.

1. Improvements necessary to adequately accommodate the type and intensity of the full development proposed in this district may include, when warranted based on the proposed development during each phase of development, the following:
 - a. The developer shall work with the Missouri Department of Transportation, at the final development stage of any development along U.S. Highway 65, to determine the amount of right-of-way to be granted by the developer for that highway;

- b. LeCompte Road shall have eighty (80) feet of right-of-way and shall be developed in accordance with City design standards for a Secondary Arteria. The road may be widened in phases to support the phased development of the Planned Development.
- c. Eastgate Avenue shall have seventy (70) feet of right-of-way and shall be developed in accordance with City design standards for a Collector.
- d. Division Street shall have seventy (70) feet of right-of-way as measured from its centerline, and shall be improved as required to support the size and intensity of the development
- e. Old Wire Road (FR 116) and Summerset Street shall have sixty (60) feet of right-of-way.
- f. Sidewalks and hiking/biking trails are required along Division and on both sides of LeCompte Road and Eastgate Avenue, and along Old Wire Road within this planned development district. Sidewalks are required along both sides of Summerset Street.
- g. The developer will be responsible to pay for a portion of the cost to extend a sanitary sewer trunk line to this property.
- h. Public sanitary sewer service must be extended to each building lot.
- i. A traffic signal light shall be installed at the LeCompte Road intersection with Division Street when deemed warranted by MoDOT.
- j. Traffic signal lights, when deemed warranted by the Missouri Department of Transportation, shall be installed at the Division Street interchange with U.S. Highway 65.
- k. LeCompte Road shall be improved as required to support the development.
 - a. Other public street improvements will be necessary for the efficient and safe ingress and egress from the public thoroughfare system by the final phase of development. The timing of the need for these improvements, and type of improvements necessary shall be determined by the Directors of both Public Works and Planning and Development as development proceeds on this property.

MAINTENANCE OF COMMON AREAS AND FACILITIES: Development shall adhere to the following:

The maintenance of common areas and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by a duly constituted property owners association meeting all legal requirements prescribed by the City Attorney.

PHASING

Development may be phased if all public improvements directly related to each phase are completed at the time of its development and improvements serving the District as a whole and the adjoining area are completed in a sequence assuring full utility of the District as a whole and all areas within the District and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult.

FINAL DEVELOPMENT PLAN

Development may be phased at the discretion of the developer(s) provided that all public improvements serving each phase and the District as a whole and the adjoining area are completed in a sequence assuring full utility of the District as a whole and all areas within the District and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult.

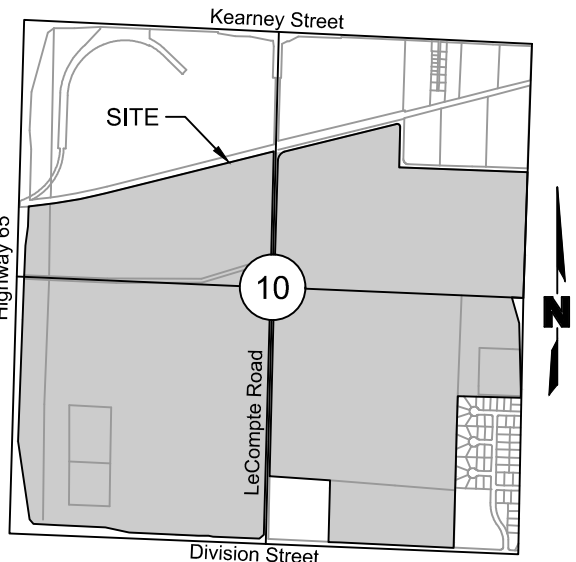
A final development plan, showing conformance with the requirements of this exhibit, shall be submitted to the Planning and Development Department and approved in the manner described below prior to the issuance of any building permits or prior to the commencement of any of the permitted uses or improvements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

The Administrative Review Committee is hereby authorized to, acting jointly, approve the final development plan(s) provided such plan substantially conforms to the provisions of this ordinance.

The Administrative Review Committee is hereby authorized, at its discretion, to approve minor adjustments and modifications to the site plan. Such authority shall not, however, be construed to permit:

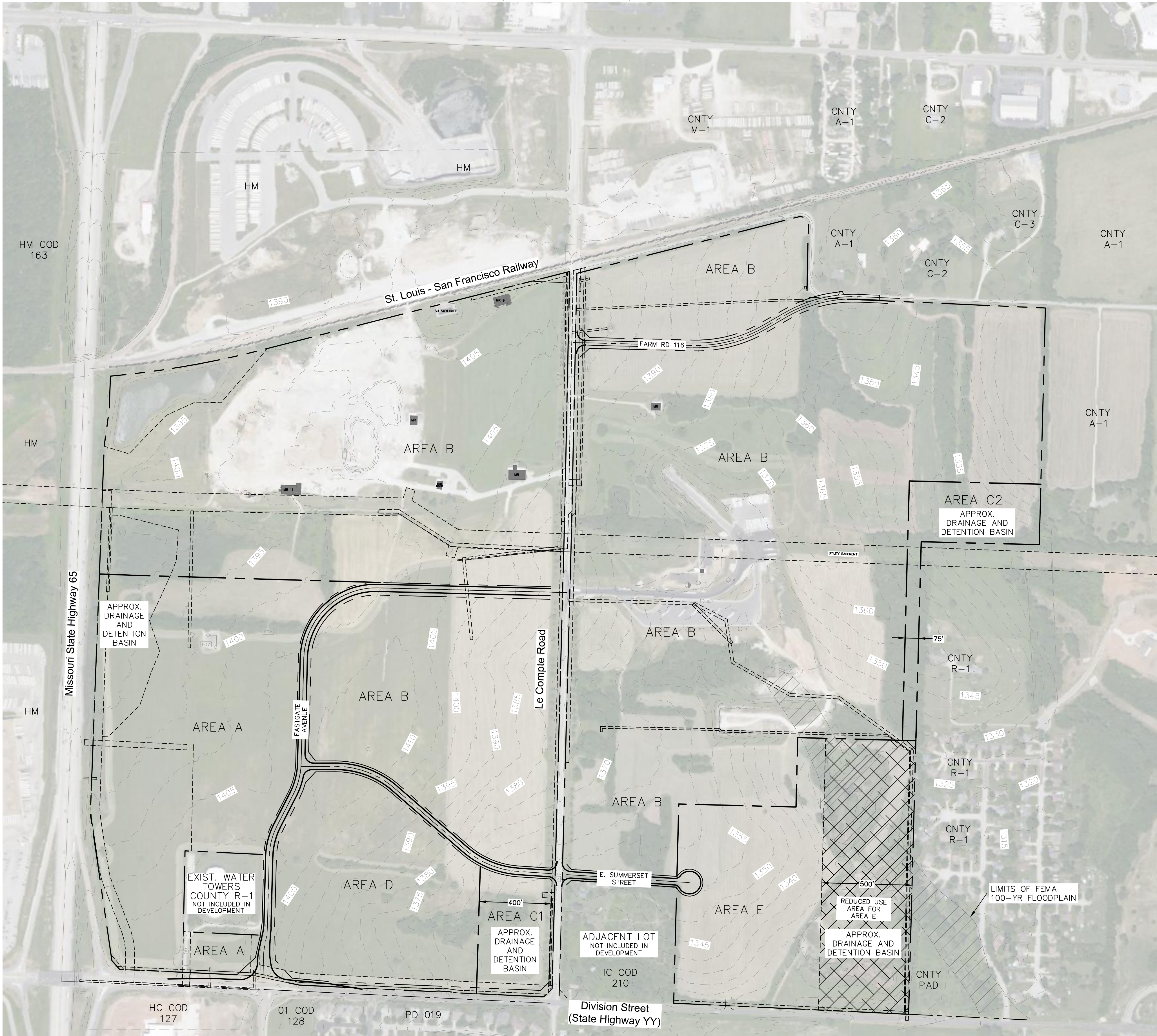
1. Any uses within the district other than those specifically prescribed by this ordinance.
2. Any increase in the intensity of use permitted within this district.
3. Any deviation from the height and setback standards prescribed by this ordinance.
4. Any reduction on the required parking prescribed by this ordinance.

DWG: F:\2019\3001-3500\019-3475\40-Design\Exhibits\2023.03.15_Plot_Exhibit\C_EXH01_0193475.dwg USER: batringer V_XTOP0_A193475 T_PBASE_B0193475
DATE: May 04, 2023 12:37pm XREFS: V_XESMT_0193475 T_PBASE_B0193475 C_PBASE01_0193475 C_XBASE01_0193475 T_PBASE_A0193475 C_PSTRM_0193475



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

PLANNED DEVELOPMENT PLAN
SPRINGFIELD UNDERGROUND
PART OF SECTION 10, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



LEGEND		
---	RIGHT-OF-WAY LINE	
---	PROPERTY LINE	
---	UTILITY EASEMENT	
---	ROADWAY CENTERLINE	
---	INTERNAL AREA BOUNDARY	

AREA	LAND USE	ACRES
A	HIGHWAY COMMERCIAL	47.9±
B	MANUFACTURING	261.1±
C	STORMWATER & BUFFERING	13.4±
D	GENERAL RETAIL	26.1±
E	OFFICE/MULTI-FAMILY DEVELOPMENT	39.3±

LEGAL DESCRIPTION

EXHIBIT A
Two parcels of land being all of the same property as described in Book 1559, at Page 1427; Book 1583, Page 2146; Book 1742, Page 474; Book 1767, Page 1329; Book 1767, Page 1864; Book 2602, Page 22; Book 1768, at Page 1086 and Book 2604, Page 521, lying South of the St. Louis - San Francisco Railroad in Section 10, Township 29 North, Range 21 West, Springfield, Greene County, Missouri, more particularly described as follows:

TRACT 1:
COMMENCING at a found aluminum monument as described in Missouri Corner Document Number 600-94800 being the Southwest Corner of the Southwest Quarter (SW1/4), of the Southwest Quarter (SW1/4), of said Section 10; Thence S87°22'12"E, along the South line of said SW1/4, SW1/4, a distance of 217.24 feet; Thence N02°37'48"E, leaving said South line, a distance of 79.65 feet, to an existing 1/2" iron bar capped "LC 366", being a point on the North right-of-way line of Division Street (State Highway YY), as it now exists, for the POINT OF BEGINNING; Thence N41°12'38"W, along said North right-of-way line, a distance of 64.22 feet, to an existing 1/2" iron bar capped "LC 366", being a point on the East right-of-way line of U.S. Highway 65 at Station 823+50, 275.00 feet right (Measured and Deeded), as described in Book 1356, at Page 95; Book 1356, at Page 97 and Book 1426, at Page 713 where an existing State Highway right-of-way post bears N07°27'06"W, 4.44 feet; Thence leaving said North right-of-way line and along said East right-of-way line the following five (4) calls: (1) N08°20'24"W, a distance of 823.45 feet, to an existing 1/2" iron bar capped "LC 366" at Station 815+40, 125.00 feet right (Measured and Deeded); (2) N02°09'20"E, a distance of 2040.04 feet, to an existing 1/2" iron bar capped "LC 366", at Station 795+00, 125.00 feet right (Measured and Deeded), where an existing State Highway right-of-way post bears N17°04'20"E, 4.21 feet; (3) N07°51'58"E, a distance of 201.00 feet, to an existing 1/2" iron bar "LC 366" at Station 793+00, 145.00 right (Measured and Deeded); (4) N02°09'20"E, a distance of 190.02 feet, to an existing 1/2" iron bar capped "LC 366" at Station 791+11.86, 145.00 feet right where an existing State Highway right-of-way post bears S05°06'50"W, 1.90 feet, said iron bar being a point on the South right-of-way line of said St. Louis - San Francisco Railroad; Thence leaving said East right-of-way line and along said South right-of-way line and along a non-tangent curve to the left with a radius of 5,365.39 feet (1" Record), an arc length of 886.01 feet, a central angle of 09°27'41", and a chord which bears N80°00'14"E, 885.00 feet, to an existing 1/2" iron bar capped "LC 366"; Thence N75°42'03"E, continuing along said South right-of-way line, a distance of 1,728.89 feet, to an existing 1/2" iron bar capped "LC 366", being a point on the apparent West right-of-way line of LeCompte Road, as it now exists; Thence leaving said South right-of-way line and along said apparent West right-of-way line, S01°11'03"W, a distance of 1,387.72 feet, to an existing 1/2" iron bar capped "LC 366"; Thence S01°31'23"W, continuing along said apparent West right-of-way line, a distance of 2,594.57 feet, to an existing 1/2" iron bar on the North right-of-way line of said Division Street, per MODOT construction plans for State Highway YY; Thence leaving said West right-of-way line of LeCompte and along the North right-of-way line of said Division Street for the next nine (9) calls: (1) S47°07'18"W, a distance of 62.66 feet, to an existing State Highway right-of-way post; (2) N87°22'12"W, a distance of 483.19 feet, to an existing 1/2" iron bar capped "LC 366"; (3) N81°39'34"W, a distance of 50.25 feet, to an existing 1/2" iron bar (bent); (4) N87°22'12"W, a distance of 50.00 feet, to an existing 1/2" iron bar capped "LC 366"; (5) S88°04'28"W, a distance of 50.15 feet, to an existing State Highway right-of-way post; (6) N87°14'56"W, a distance of 724.31 feet, to an existing 4" by 4" concrete right-of-way marker, where a State Highway right-of-way post bears N79°35'12"W, 1.65 feet; (7) N78°05'09"W, a distance of 252.61 feet, to a State Highway right-of-way post; (8) N87°13'51"W, a distance of 500.71 feet, to an existing 4" by 4" concrete right-of-way marker; (9) N87°25'05"W, a distance of 250.00 feet, to the POINT OF BEGINNING. EXCEPT for a 4.389, more or less, acre tract being all that part of a tract of land deeded to City Utilities of Springfield, recorded in Book 1256, at Page 532, being more particularly described as: COMMENCING at a found aluminum monument as described in Missouri Corner Document Number 600-94800 being the Southwest Corner of the Southwest Quarter (SW1/4), of the Southwest Quarter (SW1/4), of said Section 10; Thence S87°22'12"E, along the South line of said SW1/4, a distance of 561.59; Thence N02°37'48"E, leaving said South line, a distance of 304.81 feet, to an existing 5/8" iron bar capped "LC 62" being the Southwest corner of said tract, and the POINT OF BEGINNING; Thence N01°06'55"E, along the East line of said tract, a distance of 448.16 feet, to an existing 5/8" iron bar capped "LS 255-2"; Thence S87°18'36"E, leaving said West line, a distance of 427.02 feet, to an existing 5/8" iron bar (bent), being a point on the East line of said tract; Thence S01°06'55"W, along said East line, a distance of 447.71 feet, to an iron bar set LC 366, being the Southeast corner of said tract; Thence N87°22'12"W, leaving said East line and along the South line of said tract, a distance of 427.01 feet, to the POINT OF BEGINNING. Containing 9,079,316 square feet or 208.432 acres, more or less.

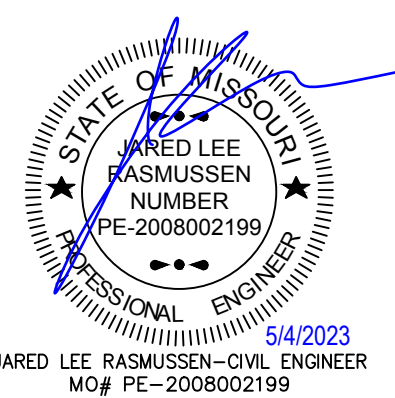
TRACT 2:
COMMENCING at a found aluminum monument as described in Missouri Corner Document Number 600-94800 being the Southwest Corner of the Southwest Quarter (SW1/4), of the Southwest Quarter (SW1/4), of said Section 10; Thence S87°22'12"E, along the South line of said SW1/4, a distance of 2,640.20 feet, to the Southeast corner SE1/4, SW1/4, of said Section 10; Thence S87°16' 28"E, along the South line of the SW1/4, SW1/4, SE1/4, a distance of 655.61 feet; Thence N02°43'32"E, leaving said South line SW1/4, SW1/4, SE1/4, a distance of 34.23 feet, to an existing 1/2" iron bar capped "LC 366", being a point on the North right-of-way line of said Division Street (State Highway YY) and a point on the East line of a tract of land recorded in Book 2022, at Page 031500-22; Thence N01°28'07"E, leaving said North right-of-way line, and along said East line of said tract, a distance of 643.47 feet, to an existing 1/2" iron bar capped "LC 366"; at the Northeast corner of said tract; Thence N87°13'31"W, leaving said East line and along the North line of said tract, a distance of 636.05 feet, to an existing iron bar capped "LC 366", being a point on the apparent East right-of-way line of said LeCompte Road; Thence N01°31'23"E, leaving said North line, and along said apparent East right-of-way line, a distance of 1,986.57 feet, to an existing iron bar capped "LC 366"; Thence N01°11'03"E, continuing along said apparent East right-of-way line, a distance of 1,378.16 feet, to an existing cotton spindle being a point on the apparent South right-of-way line of Farm Road 116 (Old Wire Road), as it now exists; Thence N75°41'43"E, leaving said East right-of-way line of LeCompte Road, and along said South right-of-way line of Farm Road 116, a distance of 1,266.87 feet, to an existing iron bar capped "LC 366"; Thence continuing along said South right-of-way line and along a tangent curve to the right, having a radius of 45.00 feet, an arc length of 82.80 feet, a central angle of 105°25'07", and a chord which bears S51°35'44"E, 71.60 feet, to an existing 1/2" iron bar capped "LC 366"; Thence S01°08'35"W, continuing along said South right-of-way line, being 8.00 feet West of and parallel with the East line of the NW1/4, NE1/4 (per a survey recorded in SRB 38-228), a distance of 401.87 feet, to an existing 1/2" iron bar capped "LC 366"; Thence S87°26'26"E, leaving said parallel line and continuing along said South right-of-way line, a distance of 1323.99 feet, to an existing 1/2" iron bar capped "LC 366", being a point on the East line of the SE1/4, NE1/4 of said Section 10; Thence S01°28'28"W, leaving said South right-of-way line and along the East line of said SE1/4, NE1/4, a distance of 1,312.94 feet, to a point on the North line of Lot 2 of Hickory Valley Phase 2, recorded in Plat Book AAA, at Page 498; Thence N87°12'24"W, leaving said East line, and along the North line of said Lot 2 and beyond, along the North line of a tract of land recorded in Book 2712, at Page 1236, a distance of 655.22 feet, to the Northwest corner of said tract, where an existing 1/2" iron bar bears S87°12'24"E, 2.27 feet and an existing 5/8" iron bar capped "LS 1918" bears S01°31'48"W, 2.22 feet; Thence S01°31'48"W (S01°05'21" Deed), leaving said North line, and along the West line of said tract, a distance of 1,055.68 feet (1,055.68' Deed), to the Northwest corner of Lot 6 in Weatherwood Subdivision, as recorded in Plat Book NN, at Page 44, where an existing 5/8" iron bar capped "LS 1918" bears S88°30'56"E, 0.50 feet; Thence S01°31'48"W, along said West line of Weatherwood Subdivision, the West line of Supreme Estates, as recorded in Plat Book KK, at Page 23, and the West line of a tract of land recorded in Book 2004, at Page 012891-04, a distance of 1,582.31 feet, to an existing 1/2" iron bar capped "LC 366", being a point on the North right-of-way line of said Division Street; Thence N87°17'49"W, leaving said East line, and along said North right-of-way line, a distance of 1,304.22 feet, to the POINT OF BEGINNING, containing 8,449,309 square feet, or about 193.969 acres, more or less, both tracts combined containing 402.402 acres, more or less, subject to rights-of-way, easements and restrictions of record.

GENERAL DEVELOPMENT INFORMATION:

- EXISTING ZONING - PLANNED DEVELOPMENT 229 AMENDED
- EXISTING USE
 - SUBSURFACE - INDUSTRIAL
 - SURFACE - UNDEVELOPED
- COMMERCIAL USE FLOOR AREA RATIO
 - THE SURFACE DEVELOPMENT SHALL BE LIMITED TO A MAXIMUM FLOOR AREA RATIO (FAR) OF 1.00 ON EACH BUILDABLE LOT. THE SUBSURFACE DEVELOPMENT SHALL BE LIMITED TO A MAXIMUM FAR OF 1.00 FOR THE ENTIRE AREA UNDERGROUND.
- RESIDENTIAL DENSITY (ALLOWED IN AREA E ONLY)
 - 11 DWELLING UNITS PER ACRE
- MINIMUM OPEN SPACE OF 20% SHALL BE PROVIDED THROUGHOUT THE ENTIRE DISTRICT.
- PUBLIC UTILITIES ARE AVAILABLE INTERNAL TO THE DEVELOPMENT AND ADJACENT TO IT. AT THE TIME OF DEVELOPMENT, PUBLIC UTILITIES WILL BE FURTHER EXTENDED AS NEEDED TO SERVE ALL FUTURE LOTS AND DEVELOPMENT NEEDS.
- REFER TO EXHIBIT 1 FOR REQUIRED BUFFERING AND LOCATIONS.

EXHIBIT 2

drawn by:	DATE	REVISION	BY
BWS	03/15/2023	PD SKETCH EXHIBIT	BWS
surveyed by:			
checked by:			
approved by:			
project no.:	019-3475		
file name:	C_EXH_0193475		



JARED LEE RASMUSSEN—CIVIL ENGINEER
MO# PE-2008002199

BASIS OF BEARINGS
Grid North based on Missouri State Plane Coordinate System 1983 by use of MoDOT continuously operating GNSS RTK Network Central Zone
Site Grid Factor: 0.99992062
N: 510601.689 E: 1431508.092

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

PREPARED FOR
Springfield Underground, Inc.
P.O. Box 2240
Springfield, MO 65801

PREPARED BY
Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806

TOTAL AREA
17,528,250± sf - 402.39± ac

olsson
Olsson, Inc. Survey MO Certificate of Authority #LC366
550 St. Louis St. TEL 417.890.8802
Springfield, MO 65806 FAX 417.890.8805
www.olsson.com

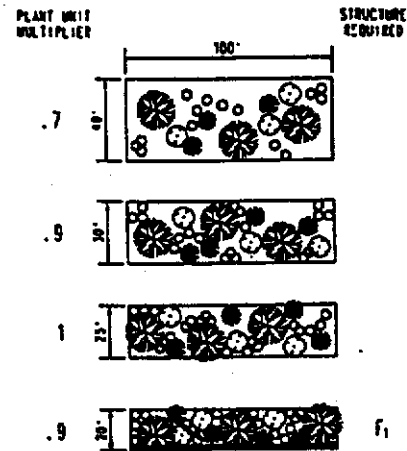
F. Bufferyard F.

Required Plantings per 100 Linear Feet

- 3 Canopy Trees
- 3 Understory Trees
- 4 Evergreen Trees
- 20 Shrubs

Required Structure

- F₁ Six (6) foot solid wood fence or
six (6) foot solid masonry/brick wall or
six (6) foot solid evergreen hedge.



General Standards. The following criteria and standards shall apply to landscape materials and installation.

- A. **Quality.** All trees and shrubs used in conformance with the provisions of this Article shall have well-developed leaders and tops, and root characteristic of the species, cultivar or variety and shall show evidence of proper nursery pruning. All plant materials must be free of insects, disease, mechanical injuries and other objectionable features at the time of planting.
- B. **Coverage.** Grass, ground cover, shrubs and other living landscape materials shall be used to cover all open ground. Landscaping materials, such as mulch, bark, etc., can be incorporated into a Landscape Plan where appropriate.
- C. **Trees.** Trees referred to in this section shall be of a species common to or adapted to this area of Missouri, on a tree list provided by the City Forester or Director of Building Regulations or as approved by the City Forester or Director of Building Regulations. Caliper measurements shall be taken six (6) inches above grade. Trees shall have the following characteristics:
 - 1. Canopy trees shall be deciduous trees that have a minimum height of thirty (30) feet at maturity. All canopy trees shall have a caliper width of one (1) inch at time of planting.
 - 2. Under-story trees shall be deciduous trees that have a maximum height of less than thirty (30) feet at maturity. All under-story trees shall have a caliper width of three-quarter (3/4) inch at time of planting.
 - 3. Ornamental trees shall be flowering deciduous trees. All ornamental trees shall have a caliper width of one-half (1/2) inch at time of planting.
 - 4. Evergreen or conifer trees shall have a minimum height of twenty (20) feet at maturity. All evergreen or conifer trees shall be at least four (4) feet high at time of planting.
- D. **Shrubs and Hedges.** Shrubs shall be a minimum of eighteen (18) inches in height when measured immediately after planting. Hedges, where installed, shall be planted and maintained so as to form a continuous, unbroken, solid, visual screen which will be at least three (3) feet high within one (1) year after time of planting.
- E. **Ground Cover.** Ground covers used in lieu of grass in whole and in part shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within one (1) year after time of planting.
- F. **Lawn Grass.** Grass areas may be sodded, plugged, sprigged or seeded except that solid sod shall be used in swales, berms or other areas subject to erosion.
- G. **Maintenance.** The owner of the property shall be responsible for maintaining, in a neat and orderly manner at all times, the landscaping required by this Article. Plant materials shall be maintained in a healthy and growing condition that is appropriate for the season of the year. Plant materials which die shall be replaced with healthy plant material of similar variety and meeting the size requirements of this section.

Required Plantings per 100 Linear Feet	
5 Canopy Trees 4 Understory Trees 5 Evergreen Trees 34 Shrubs	
Required Structure	
F ₁ Six-foot solid wood fence or six-foot solid masonry/brick wall or six-foot solid evergreen hedge.	
B ₁ Three-foot earthen berm with required plantings and perennial groundcover sown on the berm.	
B ₂ Five-foot earthen berm with required plantings and perennial groundcover sown on the berm.	

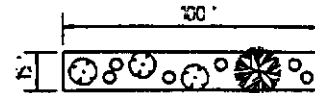
General Standards. The following criteria and standards shall apply to landscape materials and installation.

- A. Quality.** All trees and shrubs used in conformance with the provisions of this Article shall have well-developed leaders and tops, and root characteristic of the species, cultivar or variety and shall show evidence of proper nursery pruning. All plant materials must be free of insects, disease, mechanical injuries and other objectionable features at the time of planting.
- B. Coverage.** Grass, ground cover, shrubs and other living landscape materials shall be used to cover all open ground. Landscaping materials, such as mulch, bark, etc., can be incorporated into a Landscape Plan where appropriate.
- C. Trees.** Trees referred to in this section shall be of a species common to or adapted to this area of Missouri, on a tree list provided by the City Forester or Director of Building Regulations or as approved by the City Forester or Director of Building Regulations. Caliper measurements shall be taken six (6) inches above grade. Trees shall have the following characteristics:
1. Canopy trees shall be deciduous trees that have a minimum height of thirty (30) feet at maturity. All canopy trees shall have a caliper width of one (1) inch at time of planting.
 2. Under-story trees shall be deciduous trees that have a maximum height of less than thirty (30) feet at maturity. All under-story trees shall have a caliper width of three-quarter (3/4) inch at time of planting.
 3. Ornamental trees shall be flowering deciduous trees. All ornamental trees shall have a caliper width of one-half (1/2) inch at time of planting.
 4. Evergreen or conifer trees shall have a minimum height of twenty (20) feet at maturity. All evergreen or conifer trees shall be at least four (4) feet high at time of planting.
- D. Shrubs and Hedges.** Shrubs shall be a minimum of eighteen (18) inches in height when measured immediately after planting. Hedges, where installed, shall be planted and maintained so as to form a continuous, unbroken, solid, visual screen which will be at least three (3) feet high within one (1) year after time of planting.
- E. Ground Cover.** Ground covers used in lieu of grass in whole and in part shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within one (1) year after time of planting.
- F. Lawn Grass.** Grass areas may be sodded, plugged, sprigged or seeded except that solid sod shall be used in swales, berms or other areas subject to erosion.
- G. Maintenance.** The owner of the property shall be responsible for maintaining, in a neat and orderly manner at all times, the landscaping required by this Article. Plant materials shall be maintained in a healthy and growing condition that is appropriate for the season of the year. Plant materials which die shall be replaced with healthy plant material of similar variety and meeting the size requirements of this section.

Bufferyard S₂.

Required Plantings per 100 Linear Feet

- 1 Canopy Tree
- 3 Understory Trees
- 6 Shrubs



General Standards. The following criteria and standards shall apply to landscape materials and installation.

- A. **Quality.** All trees and shrubs used in conformance with the provisions of this Article shall have well-developed leaders and tops, and root characteristic of the species, cultivar or variety and shall show evidence of proper nursery pruning. All plant materials must be free of insects, disease, mechanical injuries and other objectionable features at the time of planting.
- B. **Coverage.** Grass, ground cover, shrubs and other living landscape materials shall be used to cover all open ground. Landscaping materials, such as mulch, bark, etc., can be incorporated into a Landscape Plan where appropriate.
- C. **Trees.** Trees referred to in this section shall be of a species common to or adapted to this area of Missouri, on a tree list provided by the City Forester or Director of Building Regulations or as approved by the City Forester or Director of Building Regulations. Caliper measurements shall be taken six (6) inches above grade. Trees shall have the following characteristics:
 - 1. Canopy trees shall be deciduous trees that have a minimum height of thirty (30) feet at maturity. All canopy trees shall have a caliper width of one (1) inch at time of planting.
 - 2. Under-story trees shall be deciduous trees that have a maximum height of less than thirty (30) feet at maturity. All under-story trees shall have a caliper width of three-quarter (3/4) inch at time of planting.
 - 3. Ornamental trees shall be flowering deciduous trees. All ornamental trees shall have a caliper width of one-half (1/2) inch at time of planting.
 - 4. Evergreen or conifer trees shall have a minimum height of twenty (20) feet at maturity. All evergreen or conifer trees shall be at least four (4) feet high at time of planting.
- D. **Shrubs and Hedges.** Shrubs shall be a minimum of eighteen (18) inches in height when measured immediately after planting. Hedges, where installed, shall be planted and maintained so as to form a continuous, unbroken, solid, visual screen which will be at least three (3) feet high within one (1) year after time of planting.
- E. **Ground Cover.** Ground covers used in lieu of grass in whole and in part shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within one (1) year after time of planting.
- F. **Lawn Grass.** Grass areas may be sodded, plugged, sprigged or seeded except that solid sod shall be used in swales, berms or other areas subject to erosion.
- G. **Maintenance.** The owner of the property shall be responsible for maintaining, in a neat and orderly manner at all times, the landscaping required by this Article. Plant materials shall be maintained in a healthy and growing condition that is appropriate for the season of the year. Plant materials which die shall be replaced with healthy plant material of similar variety and meeting the size requirements of this section.



EXPLANATION TO COUNCIL BILL 2023-139 (HOSMER)

FILED: 05/17/2023

ORIGINATING DEPARTMENT: Human Resources

TITLE: 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 Classifications of the Professional, Administrative, and Technical Schedule by making provision for six (6) new job titles and deleting three (3) job titles; by describing the method by which pay adjustments are calculated; by providing pay adjustments for non-bargaining unit employees on the following salary schedules: Crafts, Trades and Labor Non-Union, Professional, Administrative, and Technical (Non-Union and Unclassified), Fire Protection, and Law Enforcement; and by incorporating pay improvements impacting bargaining unit members that were negotiated and tentatively agreed to, including amending Out-of-Title Pay for certain positions on the Law Enforcement Schedule.

PURPOSE: To amend 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 Professional, Administrative and Technical Non-Union Schedule by making provision for six new job titles and deleting three job titles; by providing pay adjustments for non-bargaining unit employees on the Crafts, Trades and Labor Non-Union Salary Schedule, the Professional, Administrative and Technical Non-Union and Unclassified Salary Schedules, the Fire Protection Schedule Non-Union (80 Hour and 112 Hour) Salary Schedules and the Law Enforcement Schedule Non-Union Salary Schedule; to incorporate pay adjustments that impact bargaining unit members that were negotiated and voluntarily agreed to for the Professional, Administrative and Technical IBEW Union Salary Schedule, the Crafts, Trades and Labor Union Salary Schedule, the Fire Protection Schedule Union (80 Hour and 112 Hour) Salary Schedules, and the Law Enforcement Schedule Union Salary Schedule; and to amend Out-of-Title Pay for certain positions on the Law Enforcement Schedule Union Salary Schedule.

BACKGROUND INFORMATION: This is the annual salary ordinance. It contains recommendations related to routine job title additions due to department organizational changes and completed job studies. Additionally, it includes deletions for job titles that are no longer being used or will not be used if the new job titles are approved.

This Council bill sets forth the method of calculation used when instituting percentage-based pay increases. It also contains annual pay plan improvements for non-union employees, which include funding of Merit Steps for all non-bargaining unit employees for Fiscal Year 2024. Specific pay increases for non-bargaining union employees also include the following: for the Professional, Administrative and Technical ("PAT") Non-



Union Salary Schedule, the establishment of a new top step at 5% above the current top step ten (10) and a 2.5% across-the-board pay increase for each salary grade and active step; and for the Professional, Administrative and Technical (“PAT”) Unclassified Salary Schedule, the establishment of a new top step at 5% above the current top step fifteen (15) and a 2.5% across-the-board pay increase for each salary grade and active step; and for the Crafts, Trades and Labor (“CTL”) Non-Union Salary Schedule, the establishment of a new top step at 5% above the current top step ten (10) for CTL 8 through CTL 13 and a 2.75% across-the-board pay increase for each salary grade and active step and a new top step of 5% above the current top step eleven (11) for CTL 14 through CTL 17 and a 2.75% across-the-board pay increase for each salary grade and active step; for non-union positions on the Fire Protection Schedule (“FPS”) Non-Union (80 Hour and 112 Hour) Salary Schedules, a 5% across-the-board pay increase for each salary grade and active step; and for non-union positions on the Law Enforcement Schedule (“LES”) Non-Union Salary Schedule, a 4% across-the-board pay increase for all active steps on the LES-13 salary grade, a 6.06% across-the-board pay increase for all active steps on the LES-14 salary grade, and a 6.15% across-the-board pay increase for all active steps on the LES-15 and LES-16 salary grades.

The pay changes are recommended to be effective with the pay period beginning July 2, 2023, with a corresponding pay date of July 20, 2023.

This Council bill also amends the salary ordinance to comply with the pay plan improvements that were voluntarily agreed to through the collective bargaining process with representatives of the various bargaining units. Specifics of those Agreements are contained in separate Council bills for each bargaining unit. One Agreement modifies the out-of-title compensation for employees in the Law Enforcement Schedule to allow for out-of-title for sergeants acting as lieutenants and to change the formula for all authorized out-of-title positions on the Law Enforcement Schedule such that an eligible employee who works out-of-title for a full shift will be paid at a rate 10% above the individual employee's current base pay rate.

REMARKS: The recommendations and explanations contained herein are consistent with Council’s policies. All costs reflected herein are part of the proposed Annual Operating Budget for Fiscal Year 2024. It is respectfully requested that Council give consideration and approval to these changes.

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Jason Gage, City Manager 5/23/2023

Attachments: 1. HR- Annual Salary Ordinance

One-rdg. _____
P. Hrngs. _____
Pgs. 10
Filed 05-30-23

Sponsored by Hosmer

First Reading _____

Second Reading _____

COUNCIL BILL 2023-139 GENERAL ORDINANCE _____

AN 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 Classifications of the Professional, Administrative, and Technical Schedule by making provision for six (6) new job titles and deleting three (3) job titles; by describing the method by which pay adjustments are calculated; by providing pay adjustments for non-bargaining unit employees on the following salary schedules: Crafts, Trades and Labor Non-Union, Professional, Administrative, and Technical (Non-Union and Unclassified), Fire Protection, and Law Enforcement; and by incorporating pay improvements impacting bargaining unit members that were negotiated and tentatively agreed to, including amending Out-of-Title Pay for certain positions on the Law Enforcement Schedule.

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

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

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

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

Classification:

Salary Grade:

Associate Veterinarian

PAT-11

Environmental Public Health Specialist	PAT-8
Environmental Public Health Supervisor	PAT-9
Environmental Public Health Technician	PAT-6
GIS Systems Administrator	PAT-9
Ice Park Manager	PAT-9

Proposed Remove of Job Titles and Salary Grades
(Titles to be deleted)

Classification:	Salary Grade:
Public Health Investigator	PAT-8
Senior Public Health Investigator	PAT-9
Public Health Technician	PAT-6

Section 2 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” shall be amended to include a description as to how percentage pay increases are calculated by adding the following provisions at a location the City Attorney deems appropriate:

Method Of Calculating Percentage Pay Increases

- A. When a new top step is provided for in the salary ordinance and the new step’s base rate is equivalent to a percentage increase above the previous top step, then the actual base pay rate of the new step is calculated by applying the percentage increase to the hourly rate of the previous top step and then rounding up to the nearest penny. That hourly rate is then used to calculate the bi-weekly and annual amounts. For instance, if the existing top step’s hourly rate is \$20.52 an hour and a new top step is created that is 5% above the existing top step, then the hourly rate of the new top step is determined by multiplying \$20.52 by 1.05 and then rounding to the nearest penny (\$21.55).
- B. When a percentage increase is applied to an already existing rate, then the new hourly rate is determined by taking the existing hourly rate, multiplying it by the percentage increase, and then rounding up to the nearest penny. That hourly rate is then used to calculate the bi-weekly and annual amounts. For instance, if the existing hourly rate is \$20.52 and a 2.5% increase is to be applied, then \$20.52 is multiplied by 1.025 and then rounded up to the nearest penny (\$21.04).
- C. When a new top step is created and the new step’s base rate is equivalent to a percentage increase above the existing top step and there is an across-the-board increase, the hourly rate of the existing top step is first multiplied by the percentage increase that establishes the new top step and the result is rounded up to the nearest penny. That hourly amount is then multiplied by the across-the-board increase and the result is again rounded up to the nearest penny. That result is then

used to calculate the bi-weekly and annual amounts. For instance, if the existing top step's hourly rate is \$20.52 and a new top step is created that is to be 5% higher than the existing top step, and there is a 2.5% across-the-board increase, the hourly rate of the new top step would be calculated as: $\$20.52 \times 1.05 = \21.55 . $\$21.55 \times 1.025 = \22.09 , which represents the hourly rate of the new top step.

Section 3 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” and regarding the Professional, Administrative and Technical Non-Union Salary Schedule shall be amended by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2024 Pay Improvements Impacting Employees on the Professional, Administrative and Technical Non-Union Salary Schedule

- A. Effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the Professional, Administrative and Technical (PAT) Non-Union Salary Schedule.
- B. Effective July 2, 2023, the City will create a new top step, 11, for all grades on the PAT Non-Union Salary Schedule. For each respective grade, the base pay rate of the new step 11 shall be 5% higher than step 10's base pay rate for that grade. Those employees at step 10 as of July 1, 2023, will automatically be moved to the new step 11 on July 2, 2023.
- C. Effective July 2, 2023, the City will implement a 2.5% across-the-board increase to all salary grades listed on the PAT Non-Union Salary Schedule.

Section 4 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” and regarding the Professional, Administrative and Technical Unclassified Salary Schedule shall be amended by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2024 Pay Improvements Impacting Employees on the Professional, Administrative and Technical Unclassified Salary Schedule

- A. Effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the Professional, Administrative and Technical (PAT) Unclassified Salary Schedule.
- B. Effective July 2, 2023, the City will create a new top step, 16, for all grades on the PAT Unclassified Salary Schedule. For each respective grade, the base pay rate of the new step 16 shall be 5% higher than step 15's base pay rate for that grade. Those employees at step 15 as of July 1, 2023, will automatically be moved to the new step 16 on July 2, 2023.
- C. Effective July 2, 2023, the City will implement a 2.5% across-the-board increase to all salary grades listed on the PAT Unclassified Salary Schedule.

Section 5 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” and regarding the Crafts, Trades and Labor Non-Union Salary Schedule shall be amended by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2024 Pay Improvements Impacting Employees on the Crafts, Trades and Labor Non-Union Salary Schedule

- A. Effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the Crafts, Trades and Labor (CTL) Non-Union Salary Schedule.
- B. Effective July 2, 2023, the City will create a new top step, 11, for grades 8 through 13 on the CTL Non-Union Salary Schedule; and create a new top step, 12, for grades 14 through 17 on the CTL Non-Union Salary Schedule. For grades 8 through 13, the base pay rate of the new top step 11 shall be 5% higher than step 10’s base pay rate for each respective grade. For grades 14 through 17, the base pay rate of the new top step 12 shall be 5% higher than step 11’s base pay rate for each respective grade. Those employees in grades 8 through 13 who are at step 10 as of July 1, 2023, will automatically be moved to the new step 11 on July 2, 2023; and those employees in grades 14 through 17 who are at step 11 as of July 1, 2023, will automatically be moved to the new step 12 on July 2, 2023.
- C. Effective July 2, 2023, the City will implement a 2.75% across-the-board increase to all salary grades listed on the CTL Non-Union Salary Schedule.

Section 6 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” and regarding the Fire Protection Schedule Non-Union 80 Hour and 112 Hour Salary Schedules shall be amended by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2024 Pay Improvements Impacting Employees on the Fire Protection Schedule Non-Union Salary Schedules (80 and 112 Hour)

- A. Effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the Fire Protection Schedule (FPS) Non-Union Salary Schedules (80 Hour and 112 Hour).
- B. Effective July 2, 2023, the City will implement a 5.00% across-the-board increase to all salary grades listed on the FPS Non-Union Salary Schedules (80 Hour and 112 Hour).

Section 7 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” and regarding the Law Enforcement Schedule Non-Union Salary Schedule shall be amended by adding the following provisions at a location the City Attorney

deems appropriate:

Fiscal Year 2024 Pay Improvements Impacting Employees on the Law Enforcement Schedule Non-Union Salary Schedule

- A. Effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the Law Enforcement Schedule (LES) Non-Union Salary Schedule.
- B. Effective July 2, 2023, the City will implement a 4% increase to all active steps of salary grade 13 of the LES Non-Union Salary Schedule.
- C. Effective July 2, 2023, the City will implement a 6.06% increase to all active steps of salary grade 14 of the LES Non-Union Salary Schedule.
- D. Effective July 2, 2023, the City will implement a 6.15% increase to all active steps of salary grades 15 and 16 of the LES Non-Union Salary Schedule.

Section 8 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” and regarding the Law Enforcement Schedule Union Salary Schedule shall be amended to reflect agreements reached through collective bargaining by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2024 Changes Impacting the Law Enforcement Bargaining Unit

- A. Effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the Law Enforcement Schedule (LES) Union Salary Schedule.
- B. Effective July 2, 2023, the City will implement a 5.5% increase to steps 4 through 14 of grade 2 of the LES Union Salary Schedule.
- C. Effective July 2, 2023, the City will implement a 5.5% increase to steps 6 through 14 of grade 5 of the LES Union Salary Schedule.
- D. Effective July 2, 2023, the City will implement a 2.0% increase to steps 8 through 14 of grade 10 of the LES Union Salary Schedule.
- E. Effective July 2, 2023, steps one through five of LES 5 and steps one through seven of LES 10 will be frozen.
- F. Effective July 2, 2023, all prior provisions regarding out of title pay for police officers are revoked.
- G. Effective July 2, 2023, any police officer working out of title as an acting corporal for a full shift period, shall be paid for hours worked in an out of title capacity at a rate 10% above that officer’s current base pay rate.
- H. Effective July 2, 2023, any police sergeant working out of title as an acting lieutenant for a full shift period, shall be paid for hours worked in an out of title capacity at a rate 10% above that sergeant’s current base pay rate.
- I. For the purposes of determining applicability of out of title pay, the applicable shift is the normal shift of the higher-ranking employee. For example, if a lieutenant shift is normally a 10-hour shift and a sergeant

works as the acting lieutenant for a 10-hour shift, then the sergeant receives out of title pay for the 10-hours worked out of title, even if the sergeant's actual shift is 12-hours. The remaining two hours of the sergeant's shift would be paid at the sergeant's normal hourly rate.

Section 9 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Fire Protection Schedule Union 80 Hour and 112 Hour Salary Schedules shall be amended to reflect agreements reached through collective bargaining by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2024 Changes Impacting the Fire Protection Bargaining Unit

- A. Effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the Fire Protection Schedule (FPS) Union 80 Hour and 112 Hour Salary Schedules.
- B. Effective July 2, 2023, the City will implement a 4.50% across-the-board increase to all salary grades listed on the FPS Union 80 Hour and 112 Hour Salary Schedules.
- C. Firefighters at step 3 of the FPS Union 80 Hour or 112 Hour Salary Schedules as of July 1, 2023, will, on July 2, 2023, be moved to step 4 of the applicable FPS Union Salary Schedule.
- D. Firefighters at step 2 of the FPS Union 80 Hour or 112 Hour Salary Schedules as of July 1, 2023, will, on July 2, 2023, be moved to step 3 of the applicable FPS Union Salary Schedule.
- E. Firefighters not in the May 2023 Academy Class and who are at step 1 of the FPS Union 80 Hour or 112 Hour Salary Schedules as of July 17, 2023, will, on July 18, 2023, be moved to step 3 of the applicable FPS Union Salary Schedule.
- F. Firefighters in the May 2023 Academy Class and who are at step 1 of the FPS Union 80 Hour or 112 Hour Salary Schedules as of January 13, 2024, will, on January 14, 2024, be moved to step 3 of the applicable FPS Union Salary Schedule.
- G. Firefighters hired into new academy classes after the May 2023 Academy Class will start at step 3 of the FPS Union 80 Hour or 112 Hour Salary Schedule.

Section 10 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Professional, Administrative & Technical IBEW Union Salary Schedule shall be amended to reflect agreements reached through collective bargaining by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2024 Changes Impacting the Professional, Administrative & Technical IBEW Bargaining Unit

- 264 A. Effective July 1, 2023, the City will fund the Merit Steps for all salary
265 grades within the Professional, Administrative & Technical (PAT) IBEW
266 Union Salary Schedule.
267 B. Effective July 2, 2023, the City will create a new top step, 11, for all
268 grades on the PAT IBEW Union Salary Schedule. For each respective
269 grade, the base pay rate of the new step 11 shall be approximately 5%
270 higher than step 10's base pay rate for that grade. Those employees at
271 step 10 as of July 1, 2023, will automatically be moved to the new step
272 11 on July 2, 2023.
273 C. Effective July 2, 2023, the City will implement a 2.75% across-the-board
274 increase to all salary grades listed on the PAT IBEW Union Salary
275 Schedule.
276

277 Section 11 – Springfield City Code, Section 2-92, known as the “Salary
278 Ordinance,” and regarding the Crafts, Trades and Labor Union Salary Schedule shall be
279 amended to reflect agreements reached through collective bargaining by adding the
280 following provisions at a location the City Attorney deems appropriate:
281

282 **Fiscal Year 2024 Changes Impacting the Crafts, Trades and Labor Bargaining Unit**
283

- 284 A. Effective July 1, 2023, the City will fund the Merit Steps for all salary
285 grades within the Crafts, Trades and Labor (CTL) Union Salary
286 Schedule.
287 B. Effective July 2, 2023, the City will create a new top step, 11, for all
288 grades on the CTL Union Salary Schedule. For each respective grade,
289 the base pay rate of the new step 11 shall be approximately 5% higher
290 than step 10's base pay rate for that grade. Those employees at step 10
291 as of July 1, 2023, will automatically be moved to the new step 11 on
292 July 2, 2023.
293 C. Effective July 2, 2023, the City will implement a 2.75% across-the-board
294 increase to all salary grades listed on the CTL Union Salary Schedule.
295

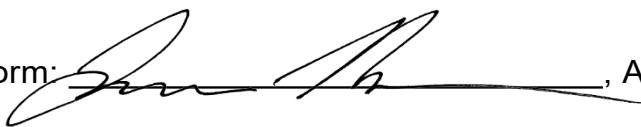
296 Section 12 – This Ordinance shall be in full force and effect from and after
297 passage.
298

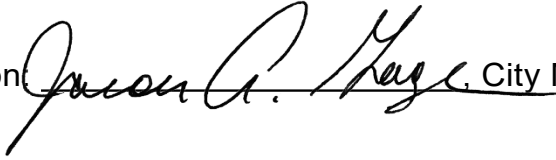
299 Passed at meeting: _____
300

301 _____
302 Mayor
303

304 Attest: _____, City Clerk
305

306 Filed as Ordinance: _____
307

308 Approved as to form:  _____, Assistant City Attorney
309

310 Approved for Council action  City Manager



EXPLANATION TO COUNCIL BILL 2023-140 (HARDINGER)

FILED: 05/17/2023

ORIGINATING DEPARTMENT: Human Resources

TITLE: A special ordinance approving the Fourth Addendum to the July 1, 2021, Collective Bargaining Agreement between the City and the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152, representing changes agreed to by the parties, including changes resulting from wage reopener negotiations; authorizing the City Manager, or his designee, to execute the Fourth Addendum to the Collective Bargaining Agreement; and authorizing the City Manager to enter into agreements with the IAFF regarding matters of interpretation of the Collective Bargaining Agreement.

PURPOSE: To approve the Fourth Addendum to the July 1, 2021, Collective Bargaining Agreement between the City and the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152 ("IAFF"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Fire Department delineating results of collective bargaining negotiations with the IAFF and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Fourth Addendum to the CBA to the Exclusive Representative.

BACKGROUND INFORMATION: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, and Section 3.02(C) of the July 1, 2021, IAFF Collective Bargaining Agreement ("CBA"), the City and IAFF, entered into wage reopener collective bargaining discussions.

The Fourth Addendum is attached to the Council bill as "Exhibit 1." The Addendum was ratified by the bargaining unit on May 3, 2023. The addendum to Section 3.02 – Wages of the CBA specifies that effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the bargaining unit contained in the Fire Protection Schedule ("FPS") Union (80 Hour and 112 Hour) Salary Schedules. Additionally, effective with the pay period starting July 2, 2023, with a corresponding pay date of July 20, 2023, the City will implement an across-the-board pay increase of 4.50% to all salary grades and active steps listed on the current FPS Union (80 Hour and 112 Hour) Salary Schedules. Additionally, changes will be implemented to move current Firefighters to step three or four as outlined in the Fourth Addendum and based on the Firefighters Academy start date to transition starting pay for Firefighters to begin at step three, beginning with the 2024 Fire Academy. The remainder of Section 3.02 – Wages shall remain unchanged.

The Fourth Addendum also specifies an increase in proficiency pay for members and leaders of Specialty Teams and institutes changes previously agreed to in an April 24, 2023, Letter of Understanding between the IAFF and the City. Those changes include modifications to Section 3.03, "Specialty Teams," regarding the Technical Rescue Team.

This Council bill also provides authority to the City Manager to sign future agreements with the IAFF that address matters of interpretation of the CBA (including any amendments thereto). In the past, there have been instances where a collective bargaining agreement contained language that was subject to multiple interpretations. The City's collective bargaining team is recommending that where there is a question of interpretation, and both the City and the IAFF can reach a consensus on how to interpret and apply language in the CBA, the City Manager be given authority to enter into agreements with the IAFF establishing the agreed to interpretation.

The City and IAFF voluntarily agreed to the provisions of the Fourth Addendum to the CBA through the collective bargaining process. The Fourth Addendum is to be effective as of the date of execution by the parties and valid through the period of the CBA as set forth in Section 5.03, "Period of the Agreement," thereof.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies. All costs associated with this Council bill are included in the proposed FY2024 budget. It is respectfully requested that City Council approve this Fourth Addendum to The IAFF Collective Bargaining Agreement to be effective after passage.

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Jason Gage, City Manager 5/23/2023

Attachments:

1. IAFF - FY2024 WAGE REOPENER, 4th add.ord
2. Ex. 1 to Ord. 4th Add. to IAFF CBA
3. Ex. 4A to 4th Am to IAFF CBA Fire Protection (FPS) Union Salary Schedule

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed 05-30-23

Sponsored by Hardinger

First Reading

Second Reading

COUNCIL BILL 2023-140

SPECIAL ORDINANCE

AN ORDINANCE

1 APPROVING the Fourth Addendum to the July 1, 2021, Collective Bargaining
2 Agreement between the City and the International Association of Fire
3 Fighters, Southern Missouri Professional Fire Fighters Local 152,
4 representing changes agreed to by the parties, including changes
5 resulting from wage reopener negotiations; authorizing the City
6 Manager, or his designee, to execute the Fourth Addendum to the
7 Collective Bargaining Agreement; and authorizing the City Manager to
8 enter into agreements with the IAFF regarding matters of
9 interpretation of the Collective Bargaining Agreement.

10
11
12 WHEREAS, the City and the International Association of Fire Fighters, Southern
13 Missouri Professional Fire Fighters Local 152 ("IAFF"), are parties to a July 1, 2021,
14 Collective Bargaining Agreement ("CBA"); and

15
16 WHEREAS, the City established a team (the "City's team") for the purposes of acting
17 as the City's exclusive agent in collectively bargaining; and

18
19 WHEREAS, on April 24, 2023, the City and IAFF entered into a "Letter of
20 Understanding" pursuant to which the parties agreed to amend Section 3.03, "Specialty
21 Teams," of the CBA; and

22
23 WHEREAS, Section 3.02, "Wages," of the CBA allowed for the IAFF to notify the
24 City of its desire to engage in wage reopener negotiations for Fiscal Year 2024 and the
25 IAFF did so notify the City; and

26
27 WHEREAS, the IAFF and the City's team engaged in wage reopener negotiations
28 and reached a tentative agreement to enter into a Fourth Addendum to the CBA to
29 amend Section 3.02, "Wages," by including a new subpart titled "Fiscal Year 2024
30 Reopener Agreement," and Section 3.03, "Specialty Teams," said Fourth Amendment
31 being subject to ratification by the bargaining unit and approval by City Council; and
32

33 WHEREAS, the terms of the Fourth Amendment were ratified by the bargaining unit
34 during the week of May 1, 2023; and
35

36 WHEREAS, the City's team recommends giving the City Manager authority to enter
37 into agreements with the IAFF regarding interpretations of the CBA; and
38

39 WHEREAS, the proposed Fourth Addendum to the CBA is now submitted to City
40 Council for consideration and approval.
41

42 NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
43 SPRINGFIELD, MISSOURI, as follows, that:
44

45 Section 1 – Having reviewed and considered the Fourth Addendum to the CBA,
46 which is attached hereto as "Exhibit 1," City Council hereby approves entering into the
47 Fourth Addendum as a final and binding addendum to the CBA.
48

49 Section 2 – City Council hereby authorizes and directs the City Manager, or his
50 designee, to execute and deliver the Fourth Addendum to the CBA to the IAFF. City
51 Council also authorizes the City Manager to enter into and execute any future
52 agreements with the IAFF involving interpretations of language in the CBA, including
53 any addendums thereto.
54

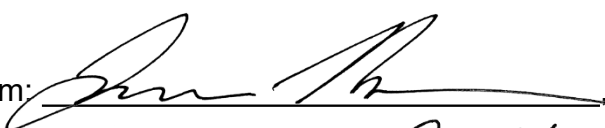
55 Section 3 – This Ordinance shall be in full force and effect from and after passage.
56

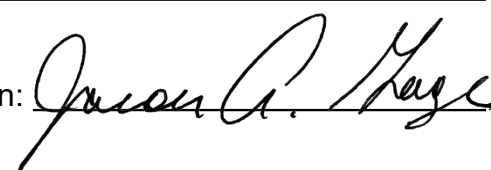
57 Passed at meeting: _____
58

59 _____
60 Mayor
61

62 Attest: _____, City Clerk
63

64 Filed as Ordinance: _____
65

66
67 Approved as to form:  Assistant City Attorney
68

69
70 Approved for Council action:  City Manager

**FOURTH ADDENDUM TO THE JULY 1, 2021, COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND
SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152**

THIS IS THE FOURTH ADDENDUM (“Fourth Addendum”) TO THE COLLECTIVE BARGAINING AGREEMENT (“CBA”) BETWEEN THE CITY OF SPRINGFIELD, MISSOURI (“City”) AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152 (IAFF).

Whereas, the City and IAFF are parties to a July 1, 2021, CBA, regarding the bargaining unit defined in the CBA, and said CBA was previously amended by First, Second, and Third Addendums;

Whereas, on April 24, 2023, the City and IAFF entered into a “Letter of Understanding,” pursuant to which the parties agreed to amend Section 3.03, “Specialty Teams,” of the CBA in order to include modified training requirements for certain members of the Technical Rescue Team;

Whereas, Section 3.02, “Wages” of the CBA allowed the IAFF to notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2024 and the IAFF did so notify the City; and

Whereas, the IAFF and City engaged in wage reopener negotiations and reached tentative agreement to amend Section 3.02, “Wages,” by including a new subpart titled “Fiscal Year 2024 Wage Reopener Agreement,” and to amend Section 3.03, “Specialty Teams,” to increase proficiency pay.

Now therefore, in consideration of the foregoing and contingent upon ratification by the bargaining unit and approval and authorization by City Council, the parties agree to amend Section 3.02, “Wages,” by adding a new subpart to the end of Section 3.02 which shall be titled “Fiscal Year 2024 Reopener Agreement,” and to amend Section 3.03, “Specialty Teams” as set forth below (additions are in *italics*, deletions are ~~stricken~~):

SECTION 3.02 — WAGES

Fiscal Year 2024 Wage Reopener Agreement

1. *Effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the bargaining unit contained in the Fire Protection Schedule 80 Hour and 112 Hour Salary Schedules.*
2. *Effective July 2, 2023, with a corresponding pay date of July 20, 2023, the City will implement a 4.50% across-the-board increase to all salary grades listed on the current Fire Protection Schedule Union 80 Hour and 112 Hour Salary Schedules. New Fire*

Protection Union Salary Schedules reflecting these increases are attached hereto as Exhibit 4A and incorporated herein.

- 3. Firefighters at Step 3 of FPS 1 as of July 1, 2023, will be moved to step 4 on July 2, 2023, and their annual anniversary date for any pay increment will be reset to July 2.*
- 4. Firefighters at Step 2 of FPS 1 as of July 1, 2023, will be moved to step 3 on July 2, 2023, and their annual anniversary date for any pay increment will be reset to July 2.*
- 5. Firefighters not in the May 2023 Academy Class and who are at step 1 of FPS 1 as of July 17, 2023, shall be moved to step 3 on July 18, 2023.*
- 6. Firefighters in the May 2023 Academy Class (Cohort 523) and who are at step 1 of FPS 1 as of January 13, 2024, shall be moved to step 3 on January 14, 2024, and their annual anniversary date for any pay increment will be reset to January 14.*
- 7. Firefighters in Fire Academy Classes that start after the May 2023 Academy Class will start at step 3 of FPS 1.*
- 8. The City's salary ordinance shall be amended to reflect the above changes.*

SECTION 3.03 – SPECIALTY TEAMS

The Springfield Fire Department shall maintain a Water Rescue, Hazardous Materials and Technical Rescue Team, and the Bomb Squad. In addition to the Policy & Procedures, Merit Rules, and Salary Ordinance, the following shall also apply:

Hazardous Materials Team

The Hazardous Materials Team shall consist of at least twelve (12) members of the Springfield Fire Department for each shift, one of whom shall be the Team Leader, and may include additional personnel above the twelve (12) from outside agencies. A Team Leader shall be assigned by the Fire Department. The remainder of the Hazardous Materials Team shall be made up from personnel assigned to the Hazmat Station or other stations as deemed necessary by the Fire Department.

Employees desiring to join the Hazardous Materials Team shall submit a memorandum to the Battalion Chief overseeing Special Operations, with copies to said employee's immediate supervisor and their Battalion Chief. If the employee is required to change shifts by joining the team, the Fire Department will work with the employee to transfer his or her vacation shift dates to a new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels. A voluntary membership on the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership.

In the event a vacancy occurs on the Hazardous Materials Team and no employee has submitted a request to join the team, the Fire Department may appoint a non-probationary employee of the

appropriate rank with the least seniority in rank to fill the vacancy. The appointment to the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership. If the employee is required to change shifts by joining the team, the Fire Department will work with the employee to transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Members of the Hazardous Materials Team shall receive training consistent with NFPA 1072 at the Hazardous Materials Technician level. New members to the Hazardous Materials team shall be required to become State of Missouri IFSAC certified, and shall be compensated for acquiring and maintaining certification, when required. The team member who does not meet the NFPA 1072 requirements shall not work emergency calls in the capacity of a technician but may train in the capacity of a technician at the direction and supervision of the Team Leader or their designee.

Team members shall receive proficiency pay in the amount of *one thousand dollars (\$1,000.00)* ~~six hundred dollars (\$600.00)~~ per year, with the team leader receiving one-thousand *five hundred dollars (\$1,500.00)* ~~1,000.00~~ per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each partial month they are on the team.

Water Rescue Team

The Water Rescue Team shall consist of at least eight (8) members of the Springfield Fire Department for each shift, one of whom shall be the Team Leader, and may include additional personnel above the eight (8) from outside agencies. A Team Leader shall be assigned by the Fire Department. The remainder of the Water Rescue Team shall be made up from personnel who are assigned to the Water Rescue station or other stations as deemed necessary by the Fire Department.

Employees desiring to join the Water Rescue Team shall submit a memorandum to the Battalion Chief overseeing Special Operations, with copies to said employee's immediate supervisor and their Battalion Chief. If the employee is required to change shifts by joining the team, the Fire Department will transfer his or her vacation shift dates to new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels. A voluntary membership on the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership.

In the event a vacancy occurs on the Water Rescue Team and no employee has submitted a request to join the team, the Fire Department may appoint an employee of the appropriate rank to fill the vacancy. The appointment to the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership. If the employee is required to change shifts by joining the team, the Fire Department

will transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Before an employee is assigned to the Water Rescue Team, the employee must have successfully completed a swim test within the past twelve (12) months. Neither the City nor the Fire Department shall mandate a swim test for anyone other than a candidate for the Water Rescue Team or a current Water Rescue Team member. This paragraph is to prohibit the Department from testing every single employee every single year.

In addition to passing a swim test prior to appointment to the Water Rescue Team, members of the Water Rescue Team shall be required to obtain certifications meeting NFPA 1006 (2013) at the technician level for Swift Water Rescue and Swiftwater Rescue Boat Operator. Water Rescue Team members shall obtain certification meeting NFPA 1006 (2013) at the technician level for Ice Rescue, as available. All Water Rescue Team personnel shall be compensated for acquiring and maintaining certifications and attending required training. The team member who is not yet certified shall not work emergency calls in the capacity of a technician but may be required to train as a technician at the direction and supervision of the Team Leader or their designee.

Team members shall receive proficiency pay in the amount of *one thousand dollars (\$1,000.00)* ~~six hundred dollars (\$600.00)~~ per year, with the team leader receiving one-thousand *five hundred dollars (\$1,500.00)* ~~1,000.00~~ per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each partial month that they are on the team.

Technical Rescue Team

The Technical Rescue Team shall consist of at least *thirteen (13)* ~~seven (7)~~ members for each shift, one of whom shall be the Team Leader. The Team Leader shall be the Fire Captain appointed by the Fire Chief. By virtue of their rank, all Rescue and Salvage Specialists shall be assigned to the Technical Rescue Team.

Team leaders and Rescue and Salvage Specialist ~~Members~~ of the Technical Rescue Team shall be required to obtain and maintain the following IFSAC certifications and training programs to meet NFPA 1006 (2013) at the technician level:

- IFSAC certification in (Rope Core, 6.1 and 6.2) or approved IFSAC equivalent;
- Confined Space Technician
- Structural Collapse Technician
- Trench Rescue Technician

Team leaders and Rescue and Salvage Specialist Technical Rescue Team members shall obtain IFSAC certification in the individual discipline areas of confined space, structural collapse, and trench rescue within one (1) year from the date of adoption of the IFSAC curriculum as the training standard by the Fire Department, or until such time that the Fire Department can provide the appropriate certification program.

Firefighters seeking appointment to the Technical Rescue Team must have completed the Rescue Academy and be approved to work in an out-of-title role as a Rescue Salvage and Specialist, consistent with Department Procedures 345, or any subsequent version thereof. Unless already completed, Fire Equipment Operators and company officers seeking appointment to the Technical Rescue Team must complete the Rescue Academy within one year of appointment to the Technical Rescue Team.

New team members not at the Rescue Salvage Specialist rank or assigned as the Team Leader shall be required to complete the following training certifications:

- *IFSAC certification in Rope 6.1, or approved IFSAC equivalent;*
- *Confined Space Technician;*
- *Trench Rescue Technician; and*
- *Structure Collapse Technician at the operation level.*

Any new, non-Rescue Salvage Specialist, non-team leader member who joins prior to December 31, 2023, must complete all of the above listed, applicable training and certifications within 24-months of appointment to the team. New non-Rescue Salvage Specialist, non-team leader members who join after December 31, 2023, will have one year from the date of joining to fully complete all of the above listed, applicable training and certifications.

The team member who is not yet certified shall not work emergency calls in the capacity of a technician but may train in the capacity of a technician at the direction and supervision of the Team Leader or their designee.

A Rescue and Salvage Specialist assigned to the team after the date of execution of this agreement must acquire certifications within one (1) year of assignment to the team, or within such time that the Fire Department can schedule the employee into the appropriate certification/training program – if they fail to do so, they will no longer be meeting the job description of Rescue and Salvage Specialist and will be subject to demotion.

In the event that a Rescue and Salvage Specialist who was appointed between January 1, 2021 and the date of execution of this agreement cannot pass the certification process, the employee will be given 1 year to retry and pass; and the employee will be compensated for completing all required training and testing processes necessary to achieve the certification and if they fail/refuse to do so, they will no longer be meeting the job description of Rescue and Salvage Specialist and will be subject to demotion. If fire administration determines that such an incumbent Rescue and Salvage Specialist should be demoted as a result of their inability to obtain certification, the demotion will be for cause, but will not be considered punitive against the member. This demotion will not preclude their ability to test for any promotion for which they were previously qualified.

A Fire Captain assigned as Technician Rescue Team Leader must obtain and maintain certifications within one (1) year of assignment to the team, or within such time that the Fire Department can provide the appropriate certification program. In the event the Fire Captain cannot pass the certification process, the Fire Captain will be subject to transfer. If the Fire Captain is required to change shifts, the Fire Department will work with the employee to transfer his or her

vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Team members shall receive proficiency pay in the amount of one thousand dollars (\$1,000.00) per year, and team leaders shall receive proficiency pay in the amount of one-thousand five hundred dollars (\$1,500.00~~1,000.00~~) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each full or partial month they are on the team.

Bomb Squad

The Bomb Squad shall consist of at least two (2) Fire Marshals from the Springfield Fire Department, one of whom shall be the Team Leader, and may include additional personnel above the two (2) from outside agencies (Springfield Police Department and/or Greene County Sheriff's Office). The Bomb Squad Commander shall be appointed by the Fire Chief. *The Bomb Squad Commander shall receive proficiency pay in the amount of one thousand five hundred dollars (\$1,500.00) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to the Bomb Squad Commander for each partial month the Commander is on the team.* By virtue of their rank, all Fire Marshals shall be assigned to the Bomb Squad.

Air Program

Equipment Operators assigned to the Air Program shall receive proficiency pay in the amount of one thousand dollars (\$1,000.00) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each full or partial month they are on the team.

Chad Davis, President
IAFF Local 152

Jason Gage, City Manager

Date

Date

Certification that this Fourth Addendum to the July 1, 2021, IAFF CBA is within the purpose of any appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor:

David Holtmann, Director of Finance

Approved as to form:

City Attorney or designee

CITY OF SPRINGFIELD, MO
Human Resources Department
FIRE PROTECTION (FPS) UNION SALARY SCHEDULE

80 Hours Per Pay Period

SALARY CHANGE: **4.5% Increase to Active Steps on All Grades.**

EFFECTIVE DATE: **7/2/2023**

GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		GRADE
FPS 1	19.87	1,589.60 41,329.60	21.05	1,684.00 43,784.00	22.05	1,764.00 45,864.00	23.09	1,847.20 48,027.20	24.22	1,937.60 50,377.60	25.29	2,023.20 52,603.20	FPS 1
FPS 4	21.87	1,749.60 45,489.60	23.17	1,853.60 48,193.60	24.26	1,940.80 50,460.80	25.39	2,031.20 52,811.20	26.65	2,132.00 55,432.00	27.83	2,226.40 57,886.40	FPS 4
FPS 5T	24.75	1,980.00 51,480.00	26.29	2,103.20 54,683.20	27.55	2,204.00 57,304.00	28.86	2,308.80 60,028.80	30.25	2,420.00 62,920.00	30.94	2,475.20 64,355.20	FPS 5T
FPS 6	26.95	2,156.00 56,056.00	28.19	2,255.20 58,635.20	29.56	2,364.80 61,484.80	30.97	2,477.60 64,417.60	32.67	2,613.60 67,953.60	34.13	2,730.40 70,990.40	FPS 6
FPS 7	27.63	2,210.40 57,470.40	29.37	2,349.60 61,089.60	30.75	2,460.00 63,960.00	32.22	2,577.60 67,017.60	33.80	2,704.00 70,304.00	35.26	2,820.80 73,340.80	FPS 7

GRADE	STEP 7		STEP 8		STEP 9		STEP 10		STEP 11		GRADE
FPS 1			26.82	2,145.60 55,785.60			28.33	2,266.40 58,926.40	32.02	2,561.60 66,601.60	FPS 1
FPS 4			29.51	2,360.80 61,380.80			31.17	2,493.60 64,833.60	35.22	2,817.60 73,257.60	FPS 4
FPS 5T			32.48	2,598.40 67,558.40			34.02	2,721.60 70,761.60	38.30	3,064.00 79,664.00	FPS 5T
FPS 6			35.73	2,858.40 74,318.40			37.33	2,986.40 77,646.40	41.98	3,358.40 87,318.40	FPS 6
FPS 7			36.98	2,958.40 76,918.40			38.70	3,096.00 80,496.00	43.58	3,486.40 90,646.40	FPS 7

Steps 1 and 2 on Grade FPS 1 will be phased out and frozen effective January 15, 2024

Exhibit 4A

CITY OF SPRINGFIELD, MO
Human Resources Department
FIRE PROTECTION (FPS) UNION SALARY SCHEDULE

112 Hours Per Pay Period

**SALARY
CHANGE:**

4.5% Increase to Active Steps on All Grades.

EFFECTIVE DATE:

7/2/2023

GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		GRADE
	1,589.60		1,684.00		1,764.00		1,847.20		1,937.60		2,023.20		
FPS 1	14.1929	41,329.60	15.0357	43,784.00	15.7500	45,864.00	16.4929	48,027.20	17.3000	50,377.60	18.0643	52,603.20	FPS 1
	1,749.60		1,853.60		1,940.80		2,031.20		2,132.00		2,226.40		
FPS 4	15.6214	45,489.60	16.5500	48,193.60	17.3286	50,460.80	18.1357	52,811.20	19.0357	55,432.00	19.8786	57,886.40	FPS 4
	1,980.00		2,103.20		2,204.00		2,308.80		2,420.00		2,475.20		
FPS 5T	17.6786	51,480.00	18.7786	54,683.20	19.6786	57,304.00	20.6143	60,028.80	21.6071	62,920.00	22.1000	64,355.20	FPS 5T
	2,156.00		2,255.20		2,364.80		2,477.60		2,613.60		2,730.40		
FPS 6	19.2500	56,056.00	20.1357	58,635.20	21.1143	61,484.80	22.1214	64,417.60	23.3357	67,953.60	24.3786	70,990.40	FPS 6
	2,210.40		2,349.60		2,460.00		2,577.60		2,704.00		2,820.80		
FPS 7	19.7357	57,470.40	20.9786	61,089.60	21.9643	63,960.00	23.0143	67,017.60	24.1429	70,304.00	25.1857	73,340.80	FPS 7

GRADE	STEP 7		STEP 8		STEP 9		STEP 10		STEP 11		GRADE
			2,145.60				2,266.40		2,561.60		
FPS 1			19.1571	55,785.60			20.2357	58,926.40	22.8714	66,601.60	FPS 1
			2,360.80				2,493.60		2,817.60		
FPS 4			21.0786	61,380.80			22.2643	64,833.60	25.1571	73,257.60	FPS 4
			2,598.40				2,721.60		3,064.00		
FPS 5T			23.2000	67,558.40			24.3000	70,761.60	27.3571	79,664.00	FPS 5T
			2,858.40				2,986.40		3,358.40		
FPS 6			25.5214	74,318.40			26.6643	77,646.40	29.9857	87,318.40	FPS 6
			2,958.40				3,096.00		3,486.40		
FPS 7			26.4143	76,918.40			27.6429	80,496.00	31.1286	90,646.40	FPS 7

Steps 1 and 2 on Grade FPS 1 will be phased out and frozen effective January 15, 2024



EXPLANATION TO COUNCIL BILL 2023-141 (CARROLL)

FILED: 05/17/2023

ORIGINATING DEPARTMENT: Human Resources

TITLE: A special ordinance approving the First Amendment to the July 1, 2022, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the Exclusive Representative of a Bargaining Unit within the Crafts, Trades, and Labor Employee Group, representing changes resulting from wage reopener negotiations; authorizing the City Manager, or his designee, to execute the First Amendment; and authorizing the City Manager to enter into agreements with the IBEW regarding matters of interpretation of the Collective Bargaining Agreement.

PURPOSE: To approve the First Amendment to the July 1, 2022, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Local No. 753 ("IBEW Local No. 753"), affiliated with the AFL-CIO, the Exclusive Representative of a certain Bargaining Unit within the Crafts, Trades and Labor ("CTL") Employee Group and to provide for pay adjustments for the CTL Union Salary Schedule; and authorize the City Manager, or his designee, on behalf of the City, to execute and deliver the First Amendment to the Exclusive Representative.

BACKGROUND INFORMATION: In light of Missouri Supreme Court rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code Section 2-94, and Article XV: Wages of the July 1, 2022 Collective Bargaining Agreement between the City and IBEW Local No. 753 (the "CBA"), the City and IBEW Local No. 753, as the Exclusive Representative of a certain Bargaining Unit within the CTL Employee Group, conferred and discussed proposed changes to the CBA.

The First Amendment attached to the Council Bill as "Exhibit 1," amends Article XV: "Wages" of the CBA and specifies effective July 1, 2023, the City will fund the Merit Steps for all salary grades and active pay steps within the bargaining unit contained in the CTL Union Salary Schedule. Additionally, effective with the pay period starting July 2, 2023, with a corresponding pay date of July 20, 2023, the City will establish a new top step at 5% above the current top step 10, and will provide for an across-the-board increase of 2.75% for all salary grades and steps in the bargaining unit. The remainder of Article XV: Wages shall remain unchanged.

This Council bill also provides authority to the City Manager to sign future agreements with the IBEW that address matters of interpretation of the CBA (including any amendments thereto). In the past, there have been instances where a collective



bargaining agreement contained language that was subject to multiple interpretations. The City's collective bargaining team is recommending that where there is a question of interpretation and both the City and the IBEW Local No. 753 can reach a consensus on how to interpret and apply language in the CBA, the City Manager be given authority to enter into agreements with the IBEW Local No. 753 establishing the agreed to interpretation.

The terms of the First Amendment to the CBA were voluntarily agreed to with the City and IBEW Local No. 753 through the collective bargaining process, with IBEW Local No. 753 bargaining unit subsequently ratifying the First Amendment on May 10, 2023. The First Amendment is to be effective as of the date of execution by the parties and valid through the period of the CBA.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies. All costs associated with this Council bill are included in the proposed FY2024 budget. It is respectfully requested that City Council approve this First Amendment for The CTL Collective Bargaining Agreement to be effective after passage.

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Jason Gage, City Manager 5/23/2023

Attachments:

1. IBEW CTL FY24 WAGE REOPENER -1st am
2. Exhibit 1- to Ord. 1st Am. to IBEW CTL CBA
3. Ex. 1A Crafts Trades and Labor (CTL) Union Salary Schedule 7.2.2023

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 05-30-23

Sponsored by Carroll

First Reading _____

Second Reading _____

COUNCIL BILL 2023-141

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the First Amendment to the July 1, 2022, Collective Bargaining
2 Agreement between the City and the International Brotherhood of
3 Electrical Workers AFL-CIO Union Number 753, the Exclusive
4 Representative of a Bargaining Unit within the Crafts, Trades, and
5 Labor Employee Group, representing changes resulting from wage
6 reopener negotiations; authorizing the City Manager, or his designee,
7 to execute the First Amendment; and authorizing the City Manager to
8 enter into agreements with the IBEW regarding matters of
9 interpretation of the Collective Bargaining Agreement.

10
11
12 WHEREAS, the City and the International Brotherhood of Electrical Workers AFL-
13 CIO Union Number 753 ("IBEW") are parties to a July 1, 2022, Collective Bargaining
14 Agreement ("CBA") regarding a bargaining unit within the City's Crafts, Trades and
15 Labor employee group; and

16
17 WHEREAS, the City established a team (the "City's team") for the purposes of acting
18 as the City's exclusive agent in collective bargaining; and

19
20 WHEREAS, the IBEW and the City engaged in wage reopener negotiations and
21 reached a tentative agreement to enter into a First Amendment to the CBA to amend
22 Article XV: "Wages" by adding a new Section 1, "Fiscal Year 2024 Wage Reopener
23 Agreement," said First Amendment being subject to approval by City Council; and

24
25 WHEREAS, the IBEW has represented to the City that its representative has
26 authority to sign the tentative agreement without ratification and the City is relying on
27 that representation; and

28
29 WHEREAS, the proposed First Amendment to the CBA is now submitted to City
30 Council for consideration and approval.

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

34 Section 1 – Having reviewed and considered the First Amendment to the July 1,
35 2022, CBA regarding a bargaining unit within the City’s Crafts, Trades and Labor
36 employee group, which is attached hereto as “Exhibit 1,” City Council hereby approves
37 the entering into the First Amendment as a final and binding amendment to the CBA.
38

39 Section 2 – City Council hereby authorizes and directs the City Manager, or his
40 designee, to execute and deliver the First Amendment to the CBA to the IBEW. City
41 Council also authorizes the City Manager to enter into and execute any future
42 agreements with the IBEW involving interpretations of language in the CBA, including
43 any amendments thereto.
44

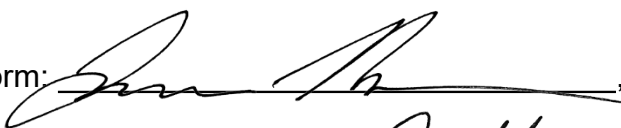
45 Section 3 – This Ordinance shall be in full force and effect from and after passage.
46

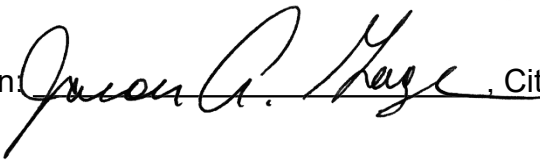
47 Passed at meeting: _____
48

49 _____
50 Mayor
51

52 Attest: _____, City Clerk
53

54 Filed as Ordinance: _____
55

56
57 Approved as to form: , Assistant City Attorney
58

59
60 Approved for Council action: , City Manager

First Amendment To The July 1, 2022, Collective Bargaining Agreement Between The City Of Springfield, Missouri, And The International Brotherhood Of Electrical Workers AFL-CIO Union Number 753, Exclusive Representative Of The Bargaining Unit Employees In The Crafts, Trades, And Labor Employee Group

This First Amendment ("First Amendment") is to the collective bargaining agreement (CBA) between the City of Springfield, Missouri ("City"), and the International Brotherhood Of Electrical Workers AFL-CIO Union Number 753 ("IBEW"), exclusive representative of the bargaining unit employees in the Crafts, Trades, and Labor employee group.

Whereas, the City and IBEW are parties to a July 1, 2022, CBA regarding the bargaining unit defined in the CBA;

Whereas, the City and IBEW engaged in wage reopener negotiations and reached a tentative agreement to amend Article XV: Wages by adding a new Section 1 titled "Fiscal Year 2024 Wage Reopener Agreement" to be effective July 1, 2023; and

NOW therefore, in consideration of the foregoing, and contingent upon approval and authorization from City Council and execution by both parties, the parties agree to amend Article XV "Wages" of the CBA by adding one new section to that article: "Section 1. Fiscal Year 2024 Wage Reopener Agreement" as set forth below (additions are listed in *italics*, deletions are ~~stricken~~):

Article XV: Wages

Section 1, Fiscal Year 2024 Wage Reopener Agreement

- a. *Effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the Bargaining Unit contained in the Crafts, Trades, and Labor Union Salary Schedule.*
- b. *Effective July 2, 2023, with a corresponding pay date of July 20, 2023, the City will implement a 2.75% across-the-board increase to all salary grades listed on the Crafts, Trades, and Labor Union Salary Schedule.*
- c. *Effective July 1, 2023, the City will create a new top step, 11, for all grades on the Crafts, Trades, and Labor Union Salary Schedule. For each respective grade, the base pay rate of the new step 11 shall be approximately 5% higher than step 10's base pay rate for that grade. Those bargaining unit members at step 10 as of July 1, 2023, will be moved to the new step 11 on July 2, 2023.*
- d. *The parties agree that the increases and new top step set forth in (b) and (c) are reflected in the new Crafts, Trades, and Labor Union Salary Schedule that is attached hereto as Exhibit 1A and incorporated herein.*
- e. *The City's salary ordinance shall be amended to incorporate these agreed to changes.*
- f. *The Union may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2025 at least thirty (30) days before March 1, 2024. The dates for negotiations shall be set by or before March 1, 2024. The City will provide a cost analysis of the current wages and benefits of the bargaining unit and a projection of the*

cost of funding Merit Steps if the Union makes a request for such information and the request is made at least two weeks prior to scheduled negotiations.

Brian Brawley, Business Manager
IBEW, Local 753

Jason Gage, City Manager
City of Springfield

Date

Date

Certification that this First Amendment to the July 1, 2022 IBEW CBA is within the purpose of any appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor:

David Holtmann, Director of
Finance

Approved as to form:

City Attorney or designee

SALARY CHANGE:

New Top Step 11 at 5% Above Step 10; 2.75% Increase to Active Steps on All Grades

EFFECTIVE DATE: 7.2.2023

GRADE	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	GRADE
CTL 1				1,243.20	1,305.60	1,363.20	1,433.60	1,506.40	1,581.60	CTL 1
CTL 2				15.54 32,323.20	16.32 33,945.60	17.04 35,443.20	17.92 37,273.60	18.83 39,166.40	19.77 41,121.60	CTL 2
CTL 3				15.62 32,489.60	16.40 34,112.00	17.23 35,838.40	17.99 37,419.20	18.90 39,312.00	19.85 41,288.00	CTL 3
CTL 4				16.28 33,862.40	17.09 35,547.20	17.95 37,336.00	18.73 38,958.40	19.68 40,934.40	20.67 42,993.60	CTL 4
CTL 5				17.05 35,464.00	17.90 37,232.00	18.80 39,104.00	19.60 40,768.00	20.61 42,868.80	21.64 45,011.20	CTL 5
CTL 6				17.40 36,192.00	18.27 38,001.60	19.19 39,915.20	20.02 41,641.60	21.04 43,763.20	22.10 45,968.00	CTL 6
CTL 7				17.33 36,046.40	18.20 37,856.00	19.11 39,748.80	20.06 41,724.80	20.92 43,513.60	21.99 45,739.20	CTL 7
CTL 8				18.15 37,752.00	19.05 39,624.00	20.00 41,600.00	21.01 43,700.80	22.06 45,884.80	23.01 47,860.80	CTL 8
CTL 9				20.25 42,120.00	21.25 44,200.00	22.31 46,404.80	23.43 48,734.40	24.60 51,168.00	25.67 53,393.60	CTL 9
CTL 10				21.12 43,929.60	22.18 46,134.40	23.29 48,443.20	24.45 50,856.00	25.67 53,393.60	26.78 55,702.40	CTL 10
CTL 11				21.85 45,448.00	22.94 47,715.20	24.09 50,107.20	25.29 52,603.20	26.56 55,244.80	27.71 57,636.80	CTL 11
CTL 12				22.78 47,382.40	23.93 49,774.40	25.12 52,249.60	26.38 54,870.40	27.70 57,616.00	28.90 60,112.00	CTL 12
CTL 13										CTL 13

Exhibit 1A



EXPLANATION TO COUNCIL BILL 2023-142 (HOSMER)

FILED: 05/17/2023

ORIGINATING DEPARTMENT: Human Resources

TITLE: A special ordinance approving the Fourth Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the Exclusive Representative of a certain Bargaining Unit within the Professional, Administrative and Technical Employee Group, representing changes resulting from wage reopener negotiations; authorizing the City Manager, or his designee, to execute the Fourth Amendment; and authorizing the City Manager to enter into agreements with the IBEW regarding matters of interpretation of the Collective Bargaining Agreement.

PURPOSE: To approve the Fourth Amendment to the July 1, 2021, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Local No. 753 ("IBEW Local No. 753"), affiliated with the AFL-CIO, the Exclusive Representative of a certain Bargaining Unit consisting of limited employees within the Professional, Administrative and Technical ("PAT") IBEW Union Salary Schedule, delineating results of collective bargaining negotiations with the PAT IBEW Union and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Fourth Amendment to the Collective Bargaining Agreement to the Exclusive Representative.

BACKGROUND INFORMATION: In light of Missouri Supreme Court rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code Section 2-94, and Article XV – Wages of the July 1, 2021, IBEW PAT Collective Bargaining Agreement ("CBA"), the City and the IBEW, Local No. 753, the Exclusive Representative for a Bargaining Unit consisting of limited employees within the Professional, Administrative and Technical ("PAT") Employee Group, conferred and discussed proposed changes to the CBA.

The Fourth Amendment is attached to the Council bill as "Exhibit 1," amending Article XV – Wages of the CBA, and specifies that effective July 1, 2023, the City will fund the Merit Steps for all salary grades and active steps within the bargaining unit contained in the PAT IBEW Union Salary Schedule. Additionally, effective with the pay period starting July 2, 2023, with a corresponding pay date of July 20, 2023, the City will establish a new top step at 5% above the current top step ten (10) for all salary grades and implement a 2.75% across-the-board pay increase for each salary grade and active steps. The remainder of Article XV will remain unchanged.

Additionally, this Council bill also provides authority to the City Manager to sign future



agreements with the IBEW Local No. 753 that address matters of interpretation of the CBA (including any amendments thereto). In the past there have been instances where a collective bargaining agreement contained language that was subject to multiple interpretations. The City's collective bargaining team is recommending that where there is a question of interpretation and both the City and the IBEW Local No. 753 can reach a consensus on how to interpret and apply language in the CBA, the City Manager be given authority to enter into agreements with the IBEW Local No. 753 establishing the agreed to interpretation.

The terms of the Fourth Amendment to the CBA were voluntarily agreed to with the City and IBEW Local No. 753 through the collective bargaining process, with IBEW Local No. 753 bargaining unit subsequently ratifying the Fourth Amendment on May 10, 2023. The Fourth Amendment is to be effective as of the date of execution by the parties and valid through the period of the CBA.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies. All costs associated with this Council bill are included in the proposed FY2024 budget. It is respectfully requested that City Council approve this Fourth Amendment to the CBA with an effective date as of the date of execution by the parties.

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Jason Gage, City Manager 5/23/2023

Attachments:

1. IBEW PAT FY24 WAGE REOPENER, 4th am
2. Ex. 1 to Ord. 4th Am. to IBEW PAT CBA
3. Ex. 4A to 4th Am to IBEW PAT CBA-- PAT Union Salary Schedule

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed 05-30-23

Sponsored by Hosmer

First Reading _____

Second Reading _____

COUNCIL BILL 2023-142

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the Fourth Amendment to the July 1, 2021, Collective Bargaining
2 Agreement between the City and the International Brotherhood of
3 Electrical Workers AFL-CIO Union Number 753, the exclusive
4 representative of a certain bargaining unit within the Professional,
5 Administrative, and Technical Employee Group, representing changes
6 resulting from wage reopener negotiations; authorizing the City
7 Manager, or his designee, to execute the Fourth Amendment; and
8 authorizing the City Manager to enter into agreements with the IBEW
9 regarding matters of interpretation of the Collective Bargaining
10 Agreement.
11 _____
12

13 WHEREAS, the City and the International Brotherhood of Electrical Workers AFL-
14 CIO Union Number 753 ("IBEW"), are parties to a July 1, 2021, Collective Bargaining
15 Agreement ("CBA") regarding a bargaining unit within the City's Professional,
16 Administrative, and Technical employee group; and
17

18 WHEREAS, the City established a team (the "City's team") for the purposes of acting
19 as the City's exclusive agent in collective bargaining; and
20

21 WHEREAS, Article XV: "Wages," subpart (e) allowed the IBEW to notify the City of
22 its desire to engage in wage reopener negotiations for Fiscal Year 2024 and the IBEW
23 did so notify the City; and
24

25 WHEREAS, the IBEW and the City engaged in wage reopener negotiations and
26 reached a tentative agreement to enter into a Fourth Amendment to the CBA to amend
27 Article XV: "Wages," by adding a new Section 5, "Fiscal Year 2024 Reopener
28 Agreement," said Fourth Amendment being subject to approval by City Council; and
29

30 WHEREAS, the IBEW has represented to the City that its representative has
31 authority to sign the tentative agreement without ratification and the City is relying on
32 that representation; and
33

34 WHEREAS, the City's team recommends giving the City Manager authority to enter
35 into agreements with the IBEW regarding interpretations of the CBA; and
36

37 WHEREAS, the proposed Fourth Amendment to the CBA is now submitted to City
38 Council for consideration and approval.
39

40 NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
41 SPRINGFIELD, MISSOURI, as follows, that:
42

43 Section 1 – Having reviewed and considered the Fourth Amendment to the July 1,
44 2021, CBA regarding a bargaining unit within the City's Professional, Administrative and
45 Technical employee group, which is attached hereto as "Exhibit 1," City Council hereby
46 approves entering into the Fourth Amendment as a final and binding amendment to the
47 CBA.
48

49 Section 2 – City Council hereby authorizes and directs the City Manager, or his
50 designee, to execute and deliver the Fourth Amendment to the CBA to the IBEW. City
51 Council also authorizes the City Manager to enter into and execute any future
52 agreements with the IBEW involving interpretations of language in the CBA, including
53 any amendments thereto.
54

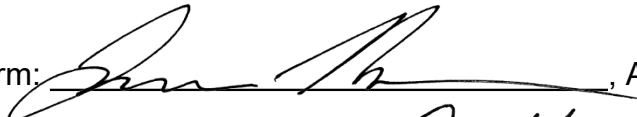
55 Section 3 – This Ordinance shall be in full force and effect from and after passage.
56

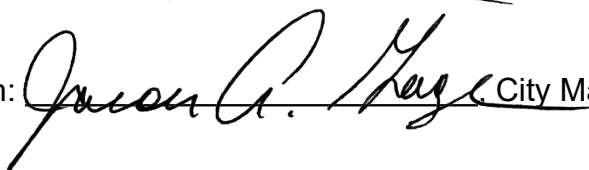
57 Passed at meeting: _____
58

59 _____
60 Mayor
61

62 Attest: _____, City Clerk
63

64 Filed as Ordinance: _____
65

66
67 Approved as to form: , Assistant City Attorney
68

69
70 Approved for Council action:  City Manager

**FOURTH AMENDMENT TO THE JULY 1, 2021, COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO UNION
NUMBER 753, EXCLUSIVE REPRESENTATIVE OF LIMITED EMPLOYEES IN THE
PROFESSIONAL, ADMINISTRATIVE, AND TECHNICAL EMPLOYEE GROUP**

THIS FOURTH AMENDMENT (“Fourth Amendment”) IS TO THE COLLECTIVE BARGAINING AGREEMENT (“CBA”) BETWEEN THE CITY OF SPRINGFIELD, MISSOURI (“City”) AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO UNION NUMBER 753 (“IBEW”), EXCLUSIVE REPRESENTATIVE OF LIMITED EMPLOYEES IN THE PROFESSIONAL, ADMINISTRATIVE, AND TECHNICAL EMPLOYEE GROUP.

Whereas, the City and IBEW are parties to a July 1, 2021, CBA regarding the bargaining unit defined in the CBA, and said CBA was previously amended by First, Second, and Third Amendments;

Whereas, Article XV: Wages, subpart (e) of the CBA allows the IBEW to notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2024 and the IBEW did so notify the City;

Whereas, the City and IBEW engaged in wage reopener negotiations and reached a tentative agreement to amend Article XV: Wages by adding a new Section 5 titled “Fiscal Year 2024 Wage Reopener Agreement to be effective July 1, 2023; and

NOW therefore, in consideration of the foregoing, and contingent upon approval and authorization from City Council and execution by both parties, the parties agree to amend Article XV “Wages” of the CBA by adding one new section to that article: “Section 5. Fiscal Year 2024 Wage Reopener Agreement” as set forth below (additions are listed in *italics*, deletions are ~~stricken~~):

Article XV: Wages

Section 5, Fiscal Year 2024 Wage Reopener Agreement

- a. *Effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the Bargaining Unit contained in the Professional, Administrative, and Technical IBEW Union Salary Schedule.*
- b. *Effective July 2, 2023, with a corresponding pay date of July 20, 2023, the City will implement a 2.75% across-the-board increase to all salary grades listed on the Professional, Administrative, and Technical IBEW Union Salary Schedule.*
- c. *Effective July 1, 2023, the City will create a new top step, 11, for all grades on the Professional, Administrative, and Technical IBEW Union Salary Schedule. For each respective grade, the base pay rate of the new step 11 shall be approximately 5% higher*

than step 10's base pay rate for that grade. Those bargaining unit members at step 10 as of July 1, 2023, will be moved to the new step 11 on July 2, 2023.

- d. The parties agree that the increases and new top step set forth in (b) and (c) are reflected in the new Professional, Administrative, and Technical IBEW Union Salary Schedule that is attached hereto as Exhibit 4A and incorporated herein.*
- e. The City's salary ordinance shall be amended to incorporate these agreed to changes.*

Brian Brawley, Business Manager
IBEW, Local 753

Jason Gage, City Manager
City of Springfield

Date

Date

Certification that this Fourth Amendment to the July 1, 2021 IBEW PAT CBA is within the purpose of any appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor:

David Holtmann, Director of
Finance

Approved as to form:

City Attorney or designee

CITY OF SPRINGFIELD, MO
Human Resources Department
PROFESSIONAL, ADMINISTRATIVE & TECHNICAL (PAT) IBEW UNION SALARY SCHEDULE

SALARY CHANGE:

**New Top Step 11 at 5% Above Step 10; 2.75%
Increase to Active Steps on All Grades.**

EFFECTIVE DATE:

7/2/2023

GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		STEP 10		STEP 11		GRADE
PAT IBEW UNION 5							1,327.20		1,393.60		1,463.20		1,537.60		1,616.00		1,696.80		1,783.20		1,872.80		PAT IBEW UNION 5
PAT IBEW UNION 6									1,379.20		1,448.80		1,520.80		1,597.60		1,678.40		1,762.40		1,852.00		1,945.60
	17.24 35,859.20		18.11 37,668.80		19.01 39,540.80		19.97 41,537.60		20.98 43,638.40		22.03 45,822.40		23.15 48,152.00		24.32 50,585.60		25.56 53,164.80		26.84 55,827.20				
PAT IBEW UNION 7	19.57 40,705.60		20.55 42,744.00		21.58 44,886.40		22.66 47,132.80		23.79 49,483.20		24.99 51,979.20		26.24 54,579.20		27.57 57,345.60		28.97 60,257.60		30.44 63,315.20		31.97 66,497.60		PAT IBEW UNION 7
PAT IBEW UNION 8	21.08 43,846.40		22.14 46,051.20		23.25 48,360.00		24.41 50,772.80		25.64 53,331.20		26.94 56,035.20		28.28 58,822.40		29.72 61,817.60		31.22 64,937.60		32.82 68,265.60		34.47 71,697.60		PAT IBEW UNION 8
PAT IBEW UNION 9	22.68 47,174.40		23.81 49,524.80		25.01 52,020.80		26.27 54,641.60		27.59 57,387.20		28.98 60,278.40		30.43 63,294.40		31.98 66,518.40		33.57 69,825.60		35.29 73,403.20		37.06 77,084.80		PAT IBEW UNION 9

Exhibit 4A



EXPLANATION TO COUNCIL BILL 2023-143 (CARROLL)

FILED: 05/17/2023

ORIGINATING DEPARTMENT: Human Resources

TITLE: A special ordinance approving the Sixth Amendment to the July 1, 2021 Collective Bargaining Agreement between the City and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22, the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department, representing changes requested by the SPOA regarding payroll deductions as well as changes resulting from wage reopener negotiations; authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Sixth Amendment to the Collective Bargaining Agreement to the Exclusive Representative; and authorizing the City Manager to enter into agreements with the SPOA regarding matters of interpretation of the Collective Bargaining Agreement.

PURPOSE: To approve the Sixth Amendment to the July 1, 2021, Collective Bargaining Agreement ("CBA") between the City and the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22 ("SPOA"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department, delineating results of collective bargaining negotiations with the SPOA and authorizing the City Manager, or his designee, on behalf of the City, to execute and deliver the Sixth Amendment to the CBA to the Exclusive Representative.

BACKGROUND INFORMATION: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, and Article 18 – Wages of the CBA, the City and SPOA entered into wage reopener collective bargaining discussions.

The Sixth Amendment specifies effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the bargaining unit contained in the Law Enforcement Schedule ("LES") Union Salary Schedule. Additionally, effective with the pay period starting July 2, 2023, with a corresponding pay date of July 20, 2023, the City will implement a 5.5% across-the-board increase for steps four through fourteen of LES 2; a 5.5% across-the-board increase for steps six through fourteen of LES 5; and a 2% across-the-board increase for steps eight through fourteen of LES 10. Further, steps one through five for LES 5 and steps one through seven for LES 10 will be frozen as they are not being used.

A change was also negotiated during the collective bargaining process to the current Law Enforcement Schedule's Out-of-Title Pay structure. The change will be effective

July 2, 2023 and will begin providing Out-of-Title pay for the rank of Sergeant when filling in for the rank of Lieutenant for a minimum of one full shift and will amend the formula to a flat 10% differential when calculating Out-of-Title pay for all authorized Out-of-Title positions on the Law Enforcement Schedule (“LES”) Union Salary Schedule. Finally, a change in frequency of dues deductions that the City’s payroll staff processes for the SPOA was agreed to, as requested by the SPOA.

This Council bill also provides authority to the City Manager to sign future agreements with the SPOA that address matters of interpretation of the CBA (including any amendments thereto). In the past, there have been instances where a collective bargaining agreement contained language that was subject to multiple interpretations. The City’s collective bargaining team is recommending that where there is a question of interpretation and both the City and the SPOA can reach a consensus on how to interpret and apply language in the CBA, the City Manager be given authority to enter into agreements with the SPOA establishing the agreed to interpretation.

The Sixth Amendment is attached to the Council Bill as “Exhibit 1,” and was ratified by the bargaining unit on May 9, 2023. It amends Article 2 -SPOA Rights and Article 18 – Wages of the CBA as outlined above. The remainder of Article 18 – Wages shall remain unchanged. This Sixth Amendment to the agreement was reached voluntarily through the collective bargaining process. The Sixth Amendment is to be effective as of the date of execution by the parties and valid through the period of the CBA as set forth in Article 18 thereof.

REMARKS: The recommendations and explanations contained herein are consistent with Council’s policies. All costs associated with this Council bill are included in the FY2024 proposed budget. It is respectfully requested that City Council approve this Sixth Amendment to The SPOA Collective Bargaining Agreement to be effective after passage.

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Jason Gage, City Manager 5/23/2023

Attachments:

1. SPOA FY24 WAGE REOPENER, 6th am
2. Exhibit 1- SPOA FY24 WAGE REOPENER, 6th am.
3. Ex. 6A to 6th Am to SPOA CBA Law Enforcement (LES) Union Salary Schedule

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed 05-30-23

Sponsored by Carroll

First Reading _____

Second Reading _____

COUNCIL BILL 2023-143

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the Sixth Amendment to the July 1, 2021, Collective Bargaining
2 Agreement between the City and the Springfield Police Officers
3 Association, Fraternal Order of Police Lodge 22, the Exclusive
4 Representative of a certain Bargaining Unit within the Springfield
5 Police Department, representing changes requested by the SPOA
6 regarding payroll deductions as well as changes resulting from wage
7 reopener negotiations; authorizing the City Manager, or his designee,
8 on behalf of the City, to execute and deliver the Sixth Amendment to
9 the Collective Bargaining Agreement to the Exclusive Representative;
10 and authorizing the City Manager to enter into agreements with the
11 SPOA regarding matters of interpretation of the Collective Bargaining
12 Agreement.
13
14

15 WHEREAS the City of Springfield, Missouri (the "City") has an established
16 framework for certain City employees to engage in collective bargaining, and this
17 established framework is set forth in Springfield City Code Section 2-94; and
18

19 WHEREAS, the City and the Springfield Police Officers Association, Fraternal Order
20 of Police Lodge 22 ("SPOA"), are the parties to a certain Collective Bargaining
21 Agreement effective July 1, 2021 (the "CBA"); and
22

23 WHEREAS, the City established a team (the "City's team") for the purposes of acting
24 as the City's exclusive agent in collectively bargaining; and
25

26 WHEREAS, Section 18.2 of the CBA allowed the SPOA to notify the City of its
27 desire to engage in wage reopener negotiations for Fiscal Year 2024 and the SPOA did
28 so notify the City; and
29

30 WHEREAS, prior to entering into any negotiations regarding wages, the SPOA
31 requested limited changes to Article 2, Section 2.2, "Dues & Payroll" of the CBA so that
32 deductions from payroll will only occur during the first two payroll instances of any
33 month; and

WHEREAS, the City's team was agreeable to amending Section 2.2, "Dues & Payroll" and has reached a tentative agreement to do so; and

WHEREAS, the SPOA and the City's team engaged in wage reopener negotiations and reached a tentative agreement to enter into a Sixth Amendment to the CBA to amend Article 2, Section 2.2, and Article 18 – Wages of the CBA, by amending Section 2.2 and including new sections 18.11 and 18.12 to be effective July 1, 2023, said tentative agreement being subject to ratification by the bargaining unit and approval by City Council; and

WHEREAS, the Sixth Amendment to the CBA was ratified by the bargaining unit on May 9, 2023; and

WHEREAS, the City's team recommends giving the City Manager authority to enter into agreements with the SPOA regarding interpretations of the CBA; and

WHEREAS, the proposed Sixth Amendment to the CBA is now submitted to City Council for consideration and approval.

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

Section 1 – Having reviewed and considered the Sixth Amendment to the Springfield Police Officers Association, Fraternal Order of Police Lodge 22 CBA, which is attached hereto as "Exhibit 1," City Council hereby approves entering into the Sixth Amendment as a final and binding amendment to the CBA.

Section 2 – City Council hereby authorizes and directs the City Manager, or his designee, to execute and deliver the Sixth Amendment to the CBA to the SPOA. City Council also authorizes the City Manager to enter into and execute any future agreements with the SPOA involving interpretations of language in the CBA, including any amendments thereto.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

80 Approved for Council action: Juan R. Hays, City Manager

**Sixth Amendment To The July 1, 2021, Collective Bargaining Agreement Between
The City Of Springfield, Missouri And The Springfield Police Officers
Association, Fraternal Order Of Police Lodge 22**

This Sixth Amendment ("Sixth Amendment") is to the collective bargaining agreement ("CBA") between the City of Springfield, Missouri ("City") and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22 ("SPOA").

Whereas, the City and SPOA are parties to a July 1, 2021 CBA, regarding the bargaining unit defined in the CBA and the CBA was previously amended by First, Second, Third, Fourth, and Fifth Amendments;

Whereas, prior to any wage negotiations occurring, the SPOA requested that the City agree to amend the language in Section 2.1, "Authorization for Payroll Deduction" of the CBA so that deductions from payroll will only occur during the first two payroll instances of any month;

Whereas, the City is agreeable to making the requested change to Section 2.1;

Whereas, Section 18.2 of the CBA allowed the SPOA to notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2024 and the SPOA did so notify the City; and

Whereas, the SPOA and the City engaged in wage reopener negotiations and reached a tentative agreement to amend Article 18, "Wages," by including new sections 18.11 and 18.12 to be effective July 1, 2023.

Now therefore, in consideration of the foregoing and contingent upon ratification by the bargaining unit and approval and authorization from City Council, the parties agree to amend Article 2 "SPOA Rights," Section 2.1, "Authorization for Payroll Deduction," and Article 18, "Wages" as set forth below (additions are in *italics*, deletions are ~~stricken~~):

ARTICLE 2 – SPOA RIGHTS

2.1 Authorization for Payroll Deduction

Authorization of payroll deduction shall continue in effect from year-to-year unless revoked in writing by the employee with thirty (30) days' notice to the SPOA or challenged in writing pursuant to the City's General Ordinance 6090. The City shall deduct such dues *from the first two pay periods during any month (a total of 24 deductions per year).* ~~during each of the twenty-six (26) pay periods during the year.~~ Upon receipt of a monthly invoice/spreadsheet delivered ten (10) days before the end of the month, the amounts deducted shall be direct deposited within ten (10) days to the SPOA. The City will not be held liable for check-off errors but will make proper adjustments with the SPOA for errors, within a thirty (30) day period from the time the error has been identified. Provided the City acts in compliance with provisions of this

Article, the SPOA will indemnify, defend, and hold harmless against any claims made and against any suit instituted against the City as a result of the City's enforcement of this Article or a result of any check-off errors.

ARTICLE 18 – WAGES

18.11 Fiscal Year 2024 Wage Reopener Agreement.

(a) Effective July 1, 2023, the City will fund the Merit Steps for all salary grades within the bargaining unit contained in the Law Enforcement Schedule (LES) Union Salary Schedule.

(b). Effective July 2, 2023, with a corresponding pay date of July 20, 2023, the City will implement a 5.5% across-the-board increase for Steps four through fourteen of LES 2; a 5.5% across-the-board increase for steps six through fourteen of LES 5; and a 2% across-the-board increase for steps eight through fourteen of LES 10.

(c). Effective July 2, 2023, steps one through five of LES 5 and steps one through seven of LES 10 will be frozen.

(d). The changes set forth in (b) and (c) are reflected in the attached Exhibit 6A, which is an updated LES Union Salary Schedule. The City will amend its salary ordinance to also incorporate these changes.

18.12 Out of Title Pay

(a). Effective July 2, 2023, any police officer working out of title as an acting corporal for a full shift period, shall be paid for hours worked in an out of title capacity at a rate 10% above that officer's current base pay rate.

(b). Effective July 2, 2023, any sergeant working out of title as an acting lieutenant for a full shift period, shall be paid for hours worked in an out of title capacity at a rate 10% above that sergeant's current base pay rate.

(c). For purposes of determining applicability of out of title pay, the applicable shift is the normal shift of the higher-ranking employee. For example, if a lieutenant shift is normally a 10-hour shift and a sergeant fills in as the acting lieutenant for a 10-hour shift, then the sergeant receives out of title pay for that 10-hour period, even if the sergeant's full shift is actually 12 hours. The remaining two hours of the sergeant's shift would be paid at the sergeant's normal rate.

(d). The City will amend its salary ordinance to incorporate the changes set forth in (a, b, and c).

Andrew Zinke, President
SPOA 22

Jason Gage, City Manager

Date

Date

Certification that this Sixth Amendment to the July 1, 2021,
SPOA CBA is within the purpose of any appropriation to
which it is to be charged and that there is an unencumbered
balance to the credit of such appropriation sufficient to pay therefor:

David Holtmann, Director of Finance

Approved as to form:

City Attorney or designee

CITY OF SPRINGFIELD, MO
Human Resources Department
LAW ENFORCEMENT (LES) UNION SALARY SCHEDULE

SALARY CHANGE:

Steps 1-5 of LES 5 frozen and steps 1-7 of LES 10 frozen. Agreed increases to remaining steps in the following manner: 5.5% to LES 2; 5.5% to LES 5; and 2% to LES 10.

EFFECTIVE DATE: 7.2.2023

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	GRADE
LES 2				1,815.20 22.69 47,195.20	1,996.80 24.96 51,916.80	2,096.80 26.21 54,516.80	2,201.60 27.52 57,241.60	LES 2
LES 5						2,276.80 28.46 59,196.80	2,389.60 29.87 62,129.60	LES 5
LES 10								LES 10

GRADE	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	GRADE
LES 2	2,311.20 28.89 60,091.20	2,427.20 30.34 63,107.20	2,548.80 31.86 66,268.80	2,676.00 33.45 69,576.00	2,809.60 35.12 73,049.60	2,950.40 36.88 76,710.40	3,096.80 38.71 80,516.80	LES 2
LES 5	2,509.60 31.37 65,249.60	2,634.40 32.93 68,494.40	2,766.40 34.58 71,926.40	2,904.80 36.31 75,524.80	3,049.60 38.12 79,289.60	3,202.40 40.03 83,262.40	3,362.40 42.03 87,422.40	LES 5
LES 10	2,776.80 34.71 72,196.80	2,915.20 36.44 75,795.20	3,061.60 38.27 79,601.60	3,213.60 40.17 83,553.60	3,374.40 42.18 87,734.40	3,543.20 44.29 92,123.20	3,720.80 46.51 96,740.80	LES 10

Exhibit 6A



EXPLANATION TO COUNCIL BILL 2023-144 (LEE)

FILED: 05/18/2023

ORIGINATING DEPARTMENT: Human Resources

TITLE: A special ordinance amending Special Ordinance 15049, as amended by Special Ordinance 2156 and General Ordinances 4348, 4812, 5089, 5432, and 5849, providing benefits for certain employees under the Missouri Local Government Employees Retirement System, by reducing the retirement age for all eligible current and future emergency telecommunicators.

PURPOSE: To adopt the new Public Safety department option available in the Missouri LAGERS (Local Government Employee Retirement System) defined benefit plan and to classify the City's current and future 911 employees who regularly perform emergency dispatching and telecommunication work into the new Public Safety department classification.

BACKGROUND INFORMATION: The City currently has three LAGERS department categories to classify employees enrolled in the Missouri LAGERS defined benefit plan and they include: General, Police, and Fire. In 2022, the Missouri Legislature and Governor approved a LAGERS Public Safety classification option which, if adopted, reduces the normal retirement age for emergency telecommunicators currently classified as General employees. The normal retirement age for LAGERS General employees is 60, and the normal retirement age for LAGERS Public Safety is 55. The LAGERS Public Safety option became effective on August 28, 2022. The City requested an actuarial valuation report for the Public Safety benefit option on September 2, 2022, and received the valuation report from LAGERS on November 30, 2022.

City and Greene County management support the adoption of the LAGERS Public Safety department benefit option. The City and County's addition of the Public Safety department would result in an estimated increase in actuarial accrued liability in the LAGERS plan of \$889,769. This liability can be amortized over 20 years or paid with a lump sum payment. Funding is available for a one-time \$889,769 payment for the increased actuarial accrued liability via the City/County 911 non-general fund budget.

REMARKS: The City received the required actuarial cost study for the Public Safety department and has followed the requirements for posting the study for 45 days with the City Clerk's office. LAGERS also sent a copy of the report to the Joint Committee on Public Employee Retirement Systems. The computed employer contribution rates (expressed as a % of active payroll) are estimated at 16.1% for General and 17.9% for Public Safety. Contribution rates will be updated if the lump sum payment is made.



It is respectfully requested that City Council approve this request to adopt the LAGERS Public Safety department. The recommendation and explanation contained herein are consistent with Council's policies. All costs associated with this Council bill are included in the City/County 911 non-general fund FY2024 proposed budget.

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Jason Gage, City Manager 5/23/2023

Attachments: 1. 911 Lagers Ord

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 05-30-23

Sponsored by: Lee

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-144

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Special Ordinance 15049, as amended by Special Ordinance 2156 and
2 General Ordinances 4348, 4812, 5089, 5432, and 5849, providing benefits
3 for certain employees under the Missouri Local Government Employees
4 Retirement System, by reducing the retirement age for all eligible current
5 and future emergency telecommunicators.
6 _____
7

8 WHEREAS, on May 20, 1968, City Council adopted Special Ordinance 15049
9 which provided benefits to certain City employees under the Missouri Local Government
10 Employee Retirement System ("LAGERS"); and
11

12 WHEREAS, Special Ordinance 15049 was subsequently amended by Special
13 Ordinance 21536 and General Ordinances number 4348, 4812, 5089, 5432, and 5849
14 to make certain modifications to LAGERS benefits for City employees; and
15

16 WHEREAS, in 2022 Missouri law was amended to create a Public Safety
17 department in LAGERS which, if elected, reduces the normal retirement age for
18 employees within the Public Safety department from age 60 to age 55; and
19

20 WHEREAS, the City currently has employees within three LAGERS departments,
21 General, Police, and Fire; and
22

23 WHEREAS, the City has three positions currently within the LAGERS General
24 department that qualify for classification within the LAGERS Public Safety
25 subdepartment, those positions being 911 Telecommunicator, 911 Telecommunicator
26 Lead, and 911 Shift Supervisor; and
27

28 WHEREAS, the addition of the qualifying positions to the Public Safety
29 subdepartment would result in an estimated increase in actuarial accrued liability in the
30 LAGERS plan of Eight Hundred Eighty-Nine Thousand Seven Hundred Sixty-Nine
31 Dollars (\$889,769); and
32

33 WHEREAS, City and Greene County management support the creation of the

LAGERS Public Safety department and have funding available for a one-time payment for the increased actuarial accrued liability, which is included in the proposed City budget for Fiscal Year 2023-2024.

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

Section 1 – It is declared to be the public policy of the City of Springfield, a political subdivision as defined by Section 70.600 RSMo., to cover all present and future emergency telecommunicators, namely the positions of 911 Telecommunicator, 911 Telecommunicator Lead, and 911 Shift Supervisor, as public safety personnel members of LAGERS, as defined in Section 70.631 RSMo.

Section 2 – Special Ordinance 15049, as amended by Special Ordinance 2156 and General Ordinances 4348, 4812, 5089, 5432, and 5849, is hereby amended to modify the LAGERS benefits for all present and future 911 Telecommunicators, 911 Telecommunicator Leads, and 911 Shift Supervisors as provided in this Ordinance. No other benefits are altered by the passage of this Ordinance.

Section 3 – All present and future 911 Telecommunicators, 911 Telecommunicator Leads, and 911 Shift Supervisors declared to be eligible, who have 1,500 or more hours of annual employment shall be covered under LAGERS Benefit Program L-6 (2.00%).

Section 4 – Final Average Salary for all eligible present and future public safety personnel members shall be determined on the basis of a 36-month period.

Section 5 – Contributions to LAGERS of 0% total gross wages shall be required from all eligible present and future public safety personnel members.

Section 6 – Prior to July 1, 1968, 100% of all prior employment by present public safety personnel members is to be considered for “prior service credit” in calculating benefits and contributions to LAGERS. All qualified employment after the effective date shall be considered membership service, as defined in 70.600(16) RSMo.

Section 7 – Present and future public safety personnel members’ retirement benefits shall be based on the minimum service retirement age of fifty-five (55) for current and future eligible employees in accordance with the provisions of section 70.600(16) RSMo.

Section 8 – The Director of Finance is directed to deduct from the wages and salaries of each eligible public safety personnel member, the contributions, if any, required by Section 70.705 RSMo., and to remit the deductions to LAGERS, together with the employer contributions required by Section 70.705 and 70.750 RSMo.

Section 9 – Remittances and other required reports and records shall be

forwarded to LAGERS in accordance with administrative guidelines established by officials of LAGERS.

Section 10 – The City Manager, or his designee, is hereby authorized to enter into an agreement with Greene County for the purpose of Greene County reimbursing the City for Greene County's share of the increased actuarial accrued liability incurred as a result of the passage of this Ordinance, provided the form of such agreement is approved by the City Attorney.

Section 11 – This Ordinance shall be in full force and effect from and after passage.

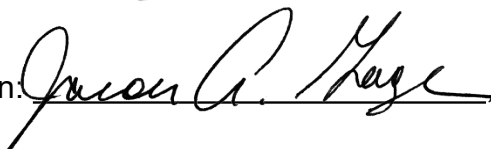
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager



EXPLANATION TO COUNCIL BILL 2023-145 (JENSON)

FILED: 05/17/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Sunshine Towne Centre Subdivision, generally located at 3444 West Sunshine Street, 1819 South Farm Road 133 (Moore Road), and 1903 South Farm Road 133 upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Sunshine Towne Centre Subdivision, generally located at 3444 West Sunshine Street, 1819 South Farm Road 133 (Moore Road), and 1903 South Farm Road 133 upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

A. An original Preliminary Plat of Sunshine Towne Centre Subdivision dated May 11, 2023, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B."

B. The Planning and Zoning Commission held a public hearing on May 11, 2023, and approved the Preliminary Plat by a vote of 7 to 0, subject to the following conditions:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.

6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

7. The approval of this preliminary plat shall become effective upon the approval by City Council of the annexation into the City of approximately 9.2 acres of private property, generally located at 3444 West Sunshine Street and 3503 West Washita Street and approximately 0.14 acres of Greene County right-of-way, generally located at 1900 South Farm Road 133 (Moore Road). (Referenced as annexation A-2-2023).

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

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

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

REMARKS: Staff recommends approval.

Submitted By: Bob Hosmer, Planning Manager

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 5/26/2023

Attachments: 1. Sunshine Towne Centre Subdivision_ord

2. Sunshine Towne Centre Subdivision_exhA
3. Sunshine Towne Centre _exhB

One-rdg. _____
P. Hrngs. _____
Pgs. 22
Filed: 05-30-23

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-145

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Sunshine Towne Centre Subdivision, generally
4 located at 3444 West Sunshine Street, 1819 South Farm Road 133
5 (Moore Road), and 1903 South Farm Road 133, upon the applicant
6 filing and recording a final plat that substantially conforms to the
7 preliminary plat; and authorizing the City Clerk to sign the final plat
8 upon compliance with all the terms of this Ordinance. (Staff
9 recommends that City Council accept the public streets and
10 easements.)
11 _____
12

13 WHEREAS, an original Preliminary Plat of Sunshine Towne Centre Health
14 Subdivision, dated May 11, 2023, is on file with the City's Department of Planning and
15 Development; and
16

17 WHEREAS, the Planning and Zoning Commission of the City of Springfield,
18 Missouri, held a public hearing and conditionally approved the Preliminary Plat of
19 Sunshine Towne Centre Subdivision, which is generally located at 3444 West Sunshine
20 Street, 1819 South Farm Road 133 (Moore Road), and 1903 South Farm Road 133, on
21 May 11, 2023, a copy of the Record of Proceedings from said public hearing being
22 attached hereto and incorporated herein by this reference as "Exhibit A."
23

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

27 Section 1 – City Council hereby authorizes the Director of Planning and
28 Development, on behalf of the City of Springfield, to accept the land, easements, and
29 improvements dedicated to the City, as shown on the Preliminary Plat of Sunshine
30 Towne Centre Subdivision, which is generally located at 3444 West Sunshine Street,
31 1819 South Farm Road 133 (Moore Road), and 1903 South Farm Road 133, as
32 approved by the Planning and Zoning Commission. The original plat of Sunshine Towne
33 Centre Subdivision is on file in the Department of Planning and Development

34 (“Approved Preliminary Plat”), a reduced version of which is attached hereto for general
35 reference as “Exhibit B – Attachment 3.” All of “Exhibit B,” including attachments, is
36 incorporated herein by this reference.
37

38 Section 2 – The Director of Planning and Development shall be authorized to
39 accept the land, easements, and improvements dedicated to the City, as shown on said
40 plat, upon the applicant filing and recording a final plat in accordance with this
41 Ordinance and the Subdivision Regulations of the City, which final plat shall
42 substantially conform to the Approved Preliminary Plat, including those conditions
43 described in “Exhibit B – Attachment 2,” and upon the Director of Public Works certifying
44 to the Director of Planning and Development and the City Clerk that the public
45 improvements have been made in accordance with City standards and specifications.
46 Said public improvements shall not be accepted until the occurrence of all conditions
47 referenced herein and in “Exhibit B – Attachment 2.”
48

49 Section 3 – The final plat shall not be recorded until: (1) the public improvements
50 relating to the Approved Preliminary Plat have been constructed according to the
51 specifications of the City of Springfield, Missouri, and are approved by the Director of
52 Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned
53 by or in connection with the construction of said improvements have been paid to the
54 City; or (2) in lieu of the construction of the improvements, that the Applicant has filed
55 with the City Manager, according to the terms of the Subdivision Regulations of the City,
56 the prescribed financial assurances in a form acceptable to the City to ensure the
57 construction of the improvements and the payment to the City of all engineering fees,
58 permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the
59 construction of the improvements.
60

61 Section 4 – Upon compliance with all the requirements of this Ordinance,
62 including the conditions described in “Exhibit B – Attachment 2,” the City Clerk is hereby
63 authorized to endorse City Council’s approval upon the final plat pursuant to Section
64 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public
65 Improvements contained therein.
66

67 Section 5 – This Ordinance shall be in full force and effect from and after its
68 passage.
69

70 Passed at meeting: _____
71

72 _____
73 Mayor
74

75 Attest: _____, City Clerk
76

77 Filed as Ordinance: _____
78
79

80 Approved as to form: Jill Bunn, Assistant City Attorney
81
82
83 Approved for Council action: Jason R. Hays, City Manager

EXHIBIT A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – SUNSHINE TOWNE CENTRE SUBDIVISION

Preliminary Plat of Sunshine Towne Centre

3444 West Sunshine Street, 1819 South Farm Road 133, and 1903 South Farm Road 133

Applicant: Donald L. & Patricia L. McCurry Trust and South Creek Development Corporation and Sunshine Crossing, LLC

Mr. Hosmer stated that this is a request to approve a preliminary plat for a 6-lot subdivision located at 3444 W. Sunshine Street, 1819 S. Farm Road 133 (Moore Rd) and 1903 S. Farm Road 133.

Ms. Susan Istenes noted that a concern was raised for the annexation (initiated March 2023) and noted that the rezoning and annexation were proposed to be approved in tandem. She noted Planning would like to add a minor amendment to recommend a condition that the plat be effective upon approval by City Council of the annexation (9.5 acres) and to have the commission act on amending the conditions (Attachment 2) as follows: The approval of this preliminary plat shall become effective upon the approval by City Council of the annexation into the City of approximately 9.2 acres of private property, generally located at 3444 West Sunshine Street and 3503 West Washita Street and approximately 0.14 acres of Greene County right-of-way, generally located at 1900 South Farm Road 133 (Moore Road); referenced as annexation A-2-2023.

Ms. Burris noted that that the Law Department does not believe Planning and Zoning Commission has the jurisdiction to approve the plat because it is not in the city.

Commission members had discussion on past plats and annexations and recommended to amend the application and go forward with the preliminary plat (noting that it is not a final plat).

COMMISSION ACTION: (amend application)

Mr. Colony motioned to **amend** the application to accept conditions listed in Attachment 2 for Preliminary Plat of Sunshine Towne Centre (3444 West Sunshine Street, 1819 South Farm Road 133, and 1903 South Farm Road 133). Mr. Knuckles seconded the motion. Ayes: Jobe, Colony, Knuckles, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven and Lebeck.

Mr. Jobe opened the public hearing.

Mr. Thomas Walker, 2 Hawthorne Estates, Town & Country MO wanted the commission to know what complexity of building a big box retail store and appreciates all what staff is doing in order not to miss any deadlines (has already been assigned a pad delivery) and noted the soil conditions (high clay area).

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to **approve** Preliminary Plat of Sunshine Towne Centre (3444 West Sunshine Street, 1819 South Farm Road 133, and 1903 South Farm Road 133) subject to the conditions listed in Attachment 2 of the staff report on this item and the following additional conditions below. Mr. Knuckles seconded the motion. Ayes: Jobe, Colony, Knuckles, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven and Lebeck.



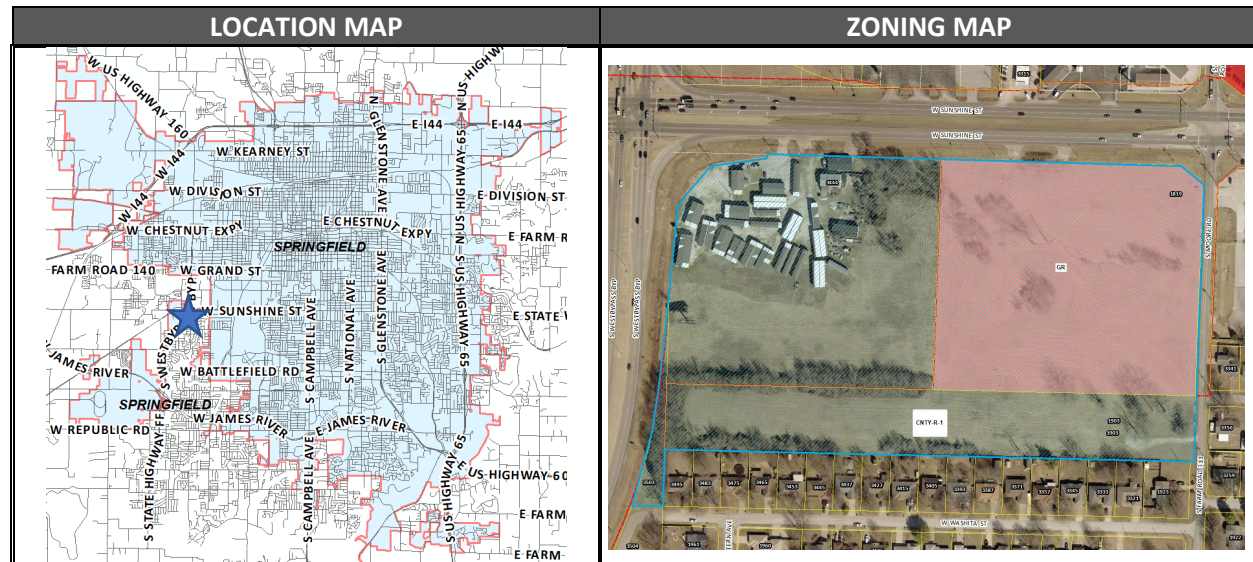
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Preliminary Plat of Sunshine Towne Centre
Location:	3444 West Sunshine Street, 1819 South Farm Road 133 (Moore Road), 1903 South Farm Road 133
Total Acres:	22.72 acres
Applicant:	Springfield West Partners, LLC
Existing Land Use:	Vacant, manufactured home sales
Neighborhood Meeting:	N/A
Planning and Zoning Commission:	May 11 th , 2023
City Council:	June 5 th , 2023
Public Notification:	Posted property
Staff:	Jared Follin, Associate Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	Move to approve the preliminary plat of Sunshine Towne Centre subject to the conditions listed in Attachment 2 of the staff report on this item. (All commission motions are made in the affirmative)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to subdivide approximately 22.72 acres of property generally located at 3444 West Sunshine Street, 1819 South Farm Road 133, and 1903 South Farm Road 133 (Moore Road) into six (6) lots to facilitate commercial development.



Zoned: General Retail, County R-1

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

In 2000 and 2005, portions of the property were annexed into the City. The portion currently outside city limits is concurrently being annexed with this plat. A rezoning case is also running concurrently with this plat to rezone the property to Highway Commercial.

PLANNING AND ZONING COMMISSION AUTHORITY:

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

(3) Preliminary plat.

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

DEVELOPMENT REVIEW STAFF REPORT

1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GENERAL RETAIL
Minimum lot dimension requirements	36 feet of frontage along a public street
Maximum structure height	None, except that all structures shall remain below a 30-degree bulk plan as measured from the boundary of an R-SF or R-TH district
Front yard setback	25 feet
Side and rear yard setback	None
Street Classification	West Bypass – Expressway Sunshine Street - Expressway Farm Road 133 (Moore Road) – Collector
Sidewalks	There are no existing sidewalks along the property frontage of W. Sunshine Street, S. West Bypass, and S. Moore Road. Sidewalk is required along S. Moore Road.
Open Space Requirements	None (for most uses)

COMPATIBILITY WITH COMPREHENSIVE PLAN:

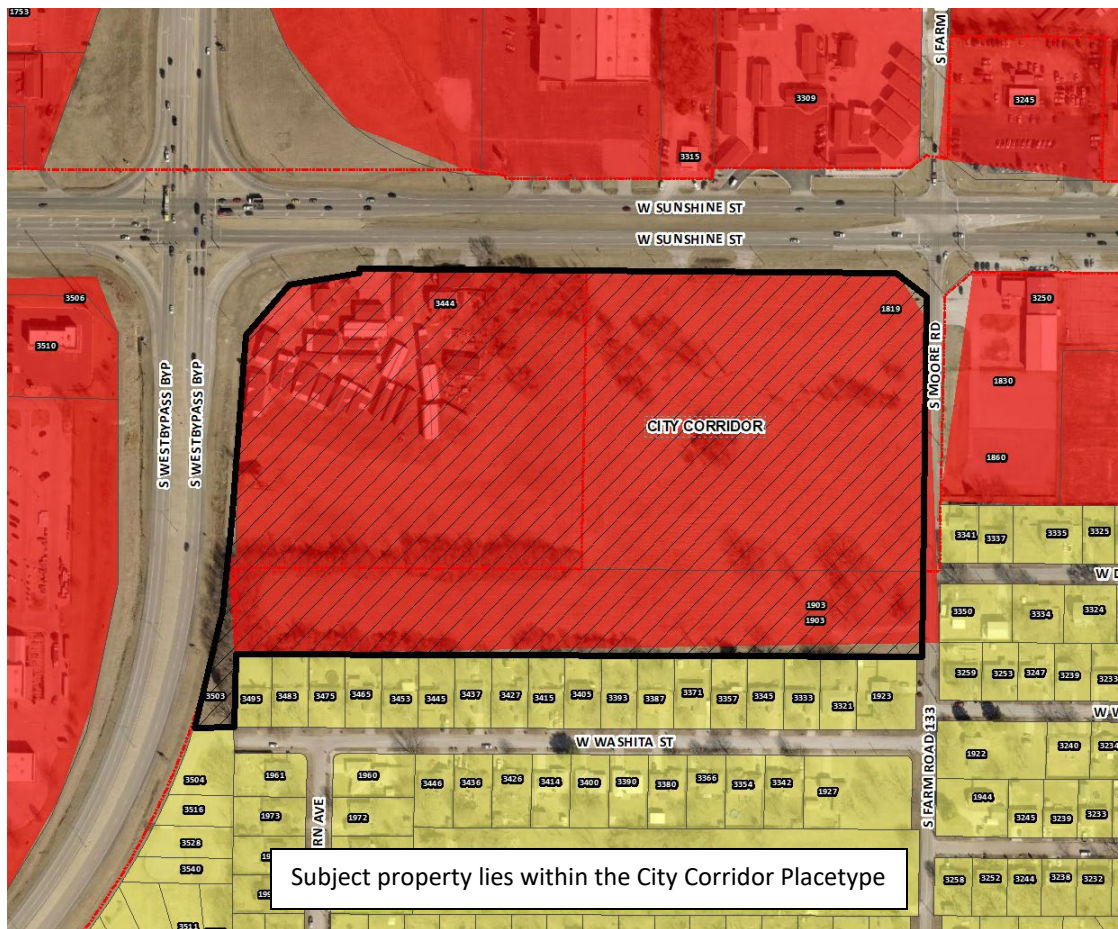
PLACETYPE: CITY CORRIDOR

The *Comprehensive Plan's Land Use & Development* chapter groups this area into the City Corridor Placetype. This placetype is predominately comprised of commercial and service-related developments of varying scale, such as shopping centers, restaurants, offices, and entertainment uses. The plat subdivides the property in a way that will facilitate commercial development.

Developments within this placetype are generally easily accessible by all forms of transit and are located along major thoroughfares. The subject property lies adjacent to two major expressways, West Bypass and Sunshine Street, making the property easily accessible to the region. South Farm Road 133 or Moore Road, a Collector, also borders the property to the east, connecting potential developments to the residential neighborhood to the south. Access to these major roadways will support commercial or other non-residential developments at this site.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES														
	Single-Family Detached	Single-Family Attached	Multi-Family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Maker, Artisan & Innovation Spaces	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehouse & Distribution Facilities
Residential Neighborhood	●	○	◊	○	◊	◊	○								
Mixed Residential	●	●	○	○	◊	◊	○								
Downtown			●	○	○	○	●	○	○	○					
Mixed-Use	○	○	●	○	○	○	●	○							
City Corridor			●	○	○	○	●	○	○	○					
Institutional & Employment Center			○	○	○	○	○	○	○	○					
Business Flex				○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics				○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation			●	●	○										

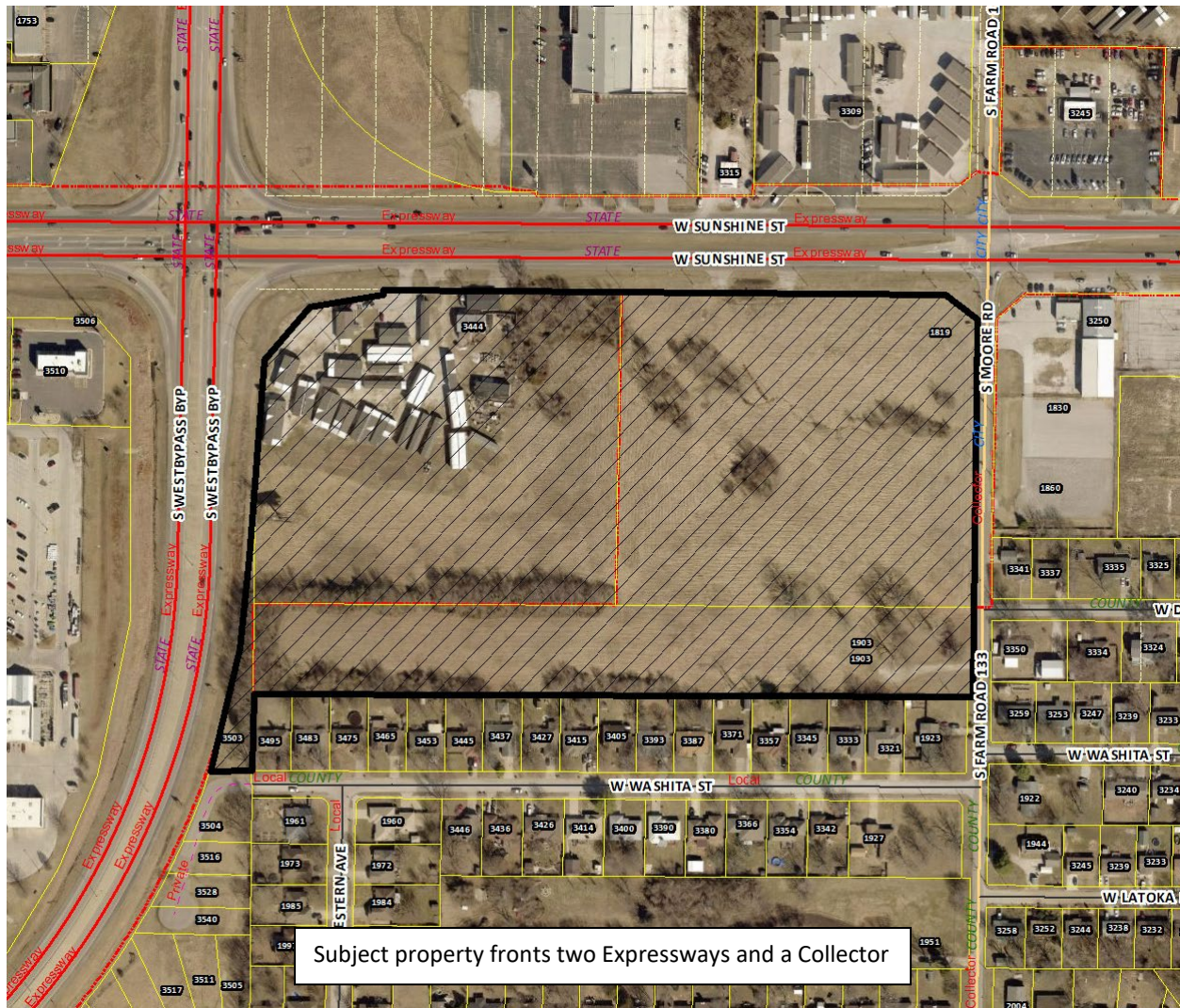
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◊ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	County C-2	County R-1	County C-2 / County R-1	General Retail
LAND USE	Commercial	Residential	Commercial & Residential	Commercial
PLACETYPES	City Corridor	Center City Residential Neighborhood	City Corridor	City Corridor

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is proposing to subdivide approximately 22.72 acres of land into a six (6) lot subdivision named "Sunshine Towne Centre."
2. Access easements are to be dedicated along access drives to allow proposed lots to utilize the proposed access points throughout the site. These access drives and easements will be privately maintained.
3. All lots meet the requirements of the subdivision regulations.
4. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.
5. The proposed preliminary plat was reviewed by City departments and comments are contained in **Attachment 1**. Conditions of Approval are provided in **Attachment 2**. The Preliminary Plat drawing can be found in **Attachment 3**.

STAFF RECOMMENDATION:

1. The proposed subdivision is consistent with the *Land Use and Development Element of the Comprehensive Plan* and all proposed lots meet the subdivision regulations.
2. Staff recommends approval as submitted in the staff report.

PLANNING AND ZONING COMMISSION OPTIONS:

The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing.

1. The commission shall approve the preliminary plat.
2. The commission shall conditionally approve the preliminary plat.
3. The commission shall disapprove the preliminary plat.

PUBLIC NOTIFICATION AND COMMENTS:

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

No comments were received by citizens for this case at the time of publication.

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

ATTACHMENT 1

1. CITY UTILITIES:

No issues generally with the preliminary plat.

2. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

Existing Parcel nos. 1332100113 & 1333210002 are both subject to \$0.033 per square foot sanitary sewer trunkline fee to connect to West By-pass trunkline. Parcel nos. 1333210001 & 1333210016 are both subject to a \$0.16602092 per square foot joint district fee. These fees will be collected when the properties are subdivided, when public improvement plans are submitted and filed, or when building plans are submitted, whichever comes first. These fees are in addition to the engineering and inspection fees required for the public improvements and the standard sewer impact fees required under code section 120.246. These fees have been calculated using the existing and proposed lot areas and were sent to the project engineer. 2. A sewer district will be formed when the properties are final platted. The district and section will need to be added to the final plat. 3. Need to also show minimum finish floor elevations on the final plat to serve each lot with gravity sewer. These elevations will be based on the depth of the existing sewer and the lateral length to serve the buildable area of each lot.

3. FIRE DEPARTMENT:

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

4. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

All Stormwater improvements of the project are required to be submitted on Public Improvement Plans (PIP). The approved PIP shall be constructed, or funds escrowed prior to approval of the final plat. The stream buffer must be recorded for final plat approval.

The property is in the **Wilsons Creek** 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 not be allowed and detention is required**. The property **does have a stream buffer on site**. PW-Stormwater is working with the developer to improve the stream buffer and adjust it to improve the site.

PW Stormwater supports the preliminary plat layout and the Stream Buffer and Drainage easements. 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. **(For this case, a fee in lieu of on-site stormwater detention will not be allowed, and detention is required)**

DEVELOPMENT REVIEW STAFF REPORT

- a. The site is going to be adding 80% of new impervious area with a stream on site. Detention is Required with the basins being kept outside of the stream buffer.
2. City of Springfield only allows three acceptable methods of discharge for stormwater if a property has been modified to increase the amount, location, or character of discharge per Chapter 2 Sec 4.1.4.
 - a. To a Public Right-of-way (1); a recorded drainage easement, continuing to a public right of-way or public drainage system (2); or a certified natural watercourse (3)
 - b. If none of the three options are available then the development must be modified so that the amount, location, or character of discharge is not changed, or a downstream easement must be obtained.

Natural Channels and Stream Buffers

1. A stream buffer drainage easement must be recorded before the final plat is approved. Chapter 8, Sec 4.1.1, the stream buffer requirements apply to streams for all new applications for land disturbance permits, building permits requiring site plan review, floodplain permits, public improvements, preliminary plats, subdivision, and zoning cases. Two Stream Buffers are shown crossing the property on the Northern half of the property. Chapter 8, Sec 2.1 has the general rule for development around/near natural channels is avoidance, minimize impacts, and mitigate impacts.
 - a. Chapter 8, Sec 4.1.2; All applications subject to the stream buffer requirements herein shall submit a stream buffer plan for review and approval. Stream Buffer Plan requirements are found in the same Chapter/Sec.
 - b. Chapter 8, Sec 4.1.3 Ownership and Recording: Stream buffers consisting of the stream and approved buffer zones shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat in accordance with City Code Sec. 36-253, or recorded in a stream buffer easement. <https://www.springfieldmo.gov/documentcenter/view/36832>

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 is required with greater than 1 acre being disturbed. The existing impervious area for the mobile home dealership is considered redevelopment and therefore can have the water quality volume calculated at a decrease rainfall intensity.

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 (O&M) 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.

DEVELOPMENT REVIEW STAFF REPORT

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.
3. DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:
All required improvements of the TIS are required to be submitted on Public Improvement Plans (PIP). The approved PIP shall be constructed, or funds escrowed prior to approval of the final plat.

Street classification, right-of-way, & jurisdiction

City's Transportation Plan classifies W. Sunshine Street and S. West Bypass as Expressway roadways, and S. Moore Road as a Collector roadway. The standard right-of-way width from the centerline of W. Sunshine Street and S. West Bypass is 65 feet. It appears that no additional right-of-way is needed along either street. The standard right-of-way width from the centerline of S. Moore Road is 30 feet. It appears that additional right-of-way is needed along this street. A survey is recommended to determine the exact amount of existing right-of-way. W. Sunshine Street and S. West Bypass are state-maintained streets, and S. Moore Road is a city-maintained street.

Access

There are five existing driveway access point onto the property from W. Sunshine Street, one exiting driveway access point from S. Moore Road, and zero existing driveway access points from S. West Bypass. Access to this property will be allowed based on the accepted Traffic Impact Study (TIS) for this development.

Sidewalk

There are no existing sidewalks along the property frontage of W. Sunshine Street, S. West Bypass, and S. Moore Road. Sidewalk is required along S. Moore Road.

Improvements

A TIS was completed and accepted for this development. Based on the TIS, the following improvements are required:

- Access P1 (West Bypass): Shall construct a Right-in/Right-out only access with a designated northbound right turn lane.
- Access P2 (Sunshine St.): Shall construct a Right-in/Right-out only access with a designated eastbound right turn lane.
- Access P3 (Moore Rd.): Shall construct a full access with a designated eastbound left turn lane.
- West Bypass and Sunshine St.: Shall construct a dual northbound left turn lane, a dual westbound left turn lane, and an acceleration lane extending from Access P1 to the northbound right turn lane.
- Sunshine St. and Moore Rd.: Shall construct a designated northbound left turn lane, a designated southbound left turn lane, and extend the westbound left turn lane to meet minimum storage length requirements.
- Any change in use that creates an increase in total trip generation as presented in the TIS of more than 500 trips daily and/or 50 trips in the peak hour will require a modified TIS.

All required improvements of the TIS are required to be submitted on Public Improvement Plans (PIP). The approved PIP shall be constructed, or funds escrowed prior to approval of the final plat.

DEVELOPMENT REVIEW STAFF REPORT

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Sunshine Street	Expressway	No	90	65
Street 2	S. West Bypass	Expressway	No	100	65
Street 3	S. Moore Road	Collector	No	20	30

4. DEPARTMENT OF PUBLIC WORKS CONSTRUCTION INSPECTION DIVISION:
All required public improvements must be built or escrowed prior to approval of final plat or issuance of any building permits.
5. MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT):
This plat is in line with what has been discussed with MoDOT Previously.

DEVELOPMENT REVIEW STAFF REPORT

CONDITIONS FOR APPROVAL:

ATTACHMENT 2

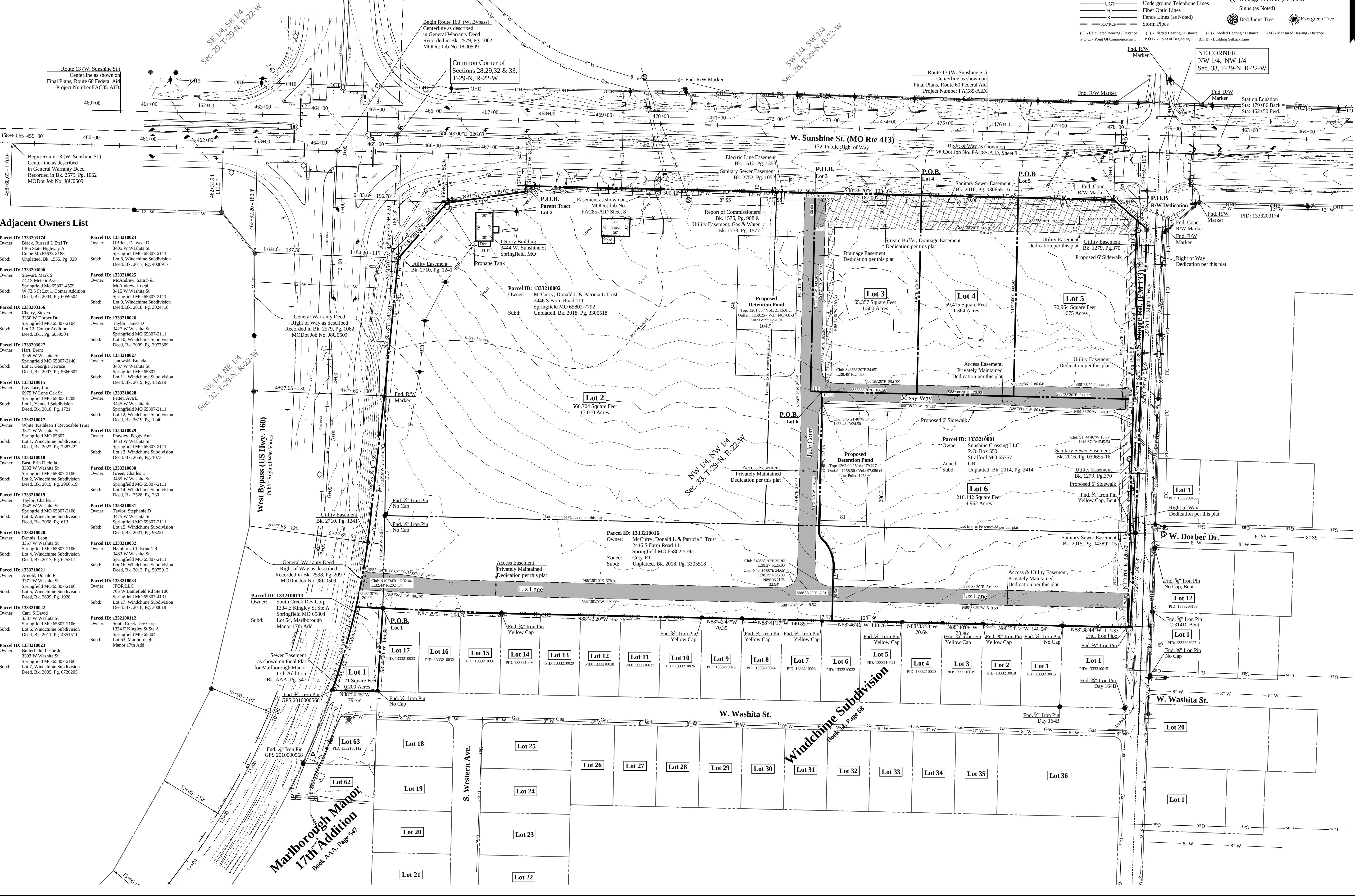
Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

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

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

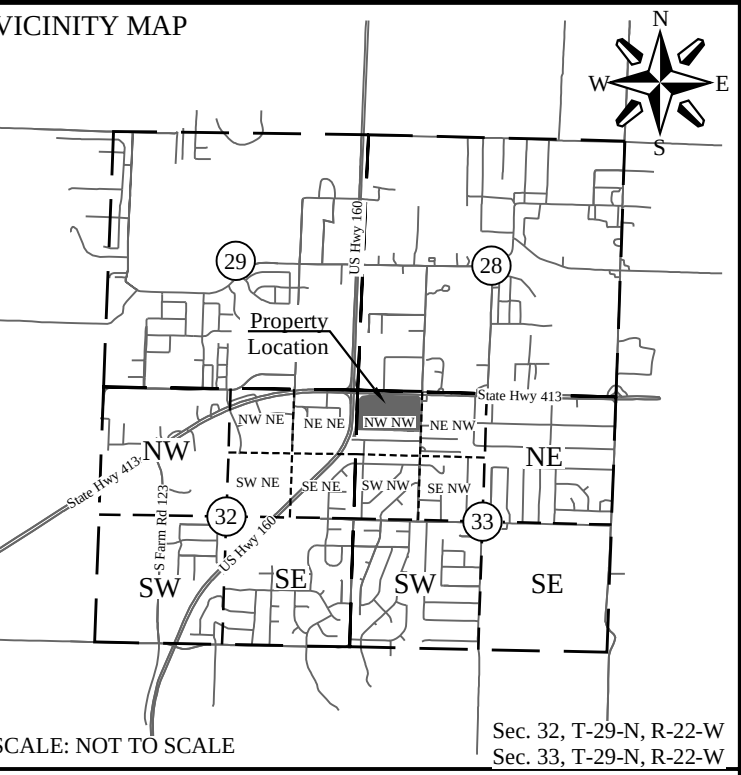
Line Table		
N _e	Bearing	Distance
L1	S48°21'33"E	53.69'
L2	S48°21'33"E	23.64'
L3	N82°46'39"W	4.97'
L4	N1°21'40"E	10.00'
L5	S87°29'51"E	47.33'
L6	S88°38'20"E	20.50'
L7	N2°03'16"W	75.74'
L8	N2°05'32"E	72.21'
L9	S1°21'40"W	94.94'

Curve Table		
N _e	Chord	Arc Length, Radius & Delta Δ
C1	S22°07'55"E 15.55'	L:15.99' R:19.50' Δ:46.99°
C2	S22°07'51"E 52.22'	L:53.71' R:65.50' Δ:46.98°
C3	N1°44'46"E 18.43'	L:18.43' R:152.73' Δ:0.69°
C4	N0°01'08"E 5.37'	L:5.38' R:74.27' Δ:4.15°
C5	N0°01'08"E 9.10'	L:9.10' R:125.73' Δ:4.15°
C6	N10°21'41"E 115.39'	L:115.42' R:1363.24' Δ:4.85°



Adjacent Owners List

Parcel ID: 133320174 Owner: Black, Russell L. Eul Tr 1365 State Highway A Springfield MO 65802-2111 Unplatted, Bk. 1555, Pg. 929	Parcel ID: 1333210024 Owner: O'Brien, Danyal D 3405 W Washita St Springfield MO 65807-2111 Lot 8, Windchime Subdivision Deed, Bk. 2017, Pg. 4008917
Parcel ID: 133320906 Owner: Stewart, Mark S 742 S Meteor Ave Springfield MO 65802-4559 W 73.5 F Lot L, Comar Addition Deed, Bk. 2004, Pg. 6059594	Parcel ID: 1333210025 Owner: McAndrew, Sara S & McAndrew, Joseph 3415 W Washita St Springfield MO 65807-2111 Lot 5, Windchime Subdivision Deed, Bk. 2018, Pg. 3024718
Parcel ID: 133320156 Owner: Cherry, Steven 3350 W Dorber Dr Springfield MO 65807-2104 Lot 12, Comar Addition Deed, Bk., Pg. 6059594	Parcel ID: 1333210026 Owner: Taylor, James D 3427 W Washita St Springfield MO 65807-2111 Lot 3, Windchime Subdivision Deed, Bk. 2009, Pg. 3877889
Parcel ID: 133320927 Owner: Hart, Brent 3259 W Washita St Springfield MO 65807-2140 Lot 1, Georgia Terrace Deed, Bk. 2007, Pg. 5666967	Parcel ID: 1333210027 Owner: Janowski, Brenda 3437 W Washita St Springfield MO 65807-2111 Lot 11, Windchime Subdivision Deed, Bk. 2019, Pg. 135919
Parcel ID: 1333210015 Owner: Lovelace, Jim 6975 W Lane Oak St Springfield MO 65802-8709 Lot 1, Yandell Subdivision Deed, Bk. 2018, Pg. 1721	Parcel ID: 1333210028 Owner: Penz, Ava L 3445 W Washita St Springfield MO 65807-2111 Lot 12, Windchime Subdivision Deed, Bk. 2019, Pg. 1240
Parcel ID: 1333210017 Owner: White, Kathleen T Revocable Trust 3321 W Washita St Springfield MO 65807-2106 Lot 1, Windchime Subdivision Deed, Bk. 2022, Pg. 2387222	Parcel ID: 1333210029 Owner: Frawley, Peggy Ann 3453 W Washita St Springfield MO 65807-2111 Lot 13, Windchime Subdivision Deed, Bk. 2005, Pg. 1073
Parcel ID: 1333210018 Owner: Bat, Erin Diciolla 3333 W Washita St Springfield MO 65807-2106 Lot 2, Windchime Subdivision Deed, Bk. 2019, Pg. 2966519	Parcel ID: 1333210030 Owner: Green, Charles E 3465 W Washita St Springfield MO 65807-2111 Lot 14, Windchime Subdivision Deed, Bk. 2528, Pg. 230
Parcel ID: 1333210019 Owner: Taylor, Charles F 3345 W Washita St Springfield MO 65807-2106 Lot 3, Windchime Subdivision Deed, Bk. 2068, Pg. 613	Parcel ID: 1333210031 Owner: Taylor, Stephanie D 3475 W Washita St Springfield MO 65807-2111 Lot 15, Windchime Subdivision Deed, Bk. 2021, Pg. 30221
Parcel ID: 1333210020 Owner: Dennis, Leon 3357 W Washita St Springfield MO 65807-2106 Lot 4, Windchime Subdivision Deed, Bk. 2017, Pg. 625317	Parcel ID: 1333210032 Owner: Hamilton, Christine TR 3483 W Washita St Springfield MO 65807-2111 Lot 16, Windchime Subdivision Deed, Bk. 2012, Pg. 3075012
Parcel ID: 1333210021 Owner: Arnold, Donald R 3371 W Washita St Springfield MO 65807-2106 Lot 5, Windchime Subdivision Deed, Bk. 2069, Pg. 1928	Parcel ID: 1333210033 Owner: JFOR LLC 705 W Battlefield Rd Ste 100 Springfield MO 65807-4131 Lot 17, Windchime Subdivision Deed, Bk. 2018, Pg. 300018
Parcel ID: 1333210022 Owner: Carr, S David 3387 W Washita St Springfield MO 65807-2106 Lot 6, Windchime Subdivision Deed, Bk. 2011, Pg. 4351511	Parcel ID: 1333210012 Owner: South Creek Dev Corp 1334 E Kingley St Ste A Springfield MO 65804 Lot 64, Marlborough Manor 17th Add
Parcel ID: 1333210023 Owner: Butterfield, Leslie Jr 3393 W Washita St Springfield MO 65807-2106 Lot 7, Windchime Subdivision Deed, Bk. 2005, Pg. 6726205	Parcel ID: 1333210013 Owner: South Creek Dev Corp 1334 E Kingley St Ste A Springfield MO 65804 Lot 64, Marlborough Manor 17th Add



General Notes:

- Plat is valid only if surveyors seal and original signature are present.
- This survey meets current Minimum Standards for Property Boundary Surveys in the State of Missouri.
- Subsurface and environmental conditions were not examined or considered as part of this survey.
- There was no observed evidence of current earth moving work, building construction or building additions on the surveyed property.
- There was no observed evidence of the surveyed property being used as a solid waste dump, sump or sanitary landfill.

Firm Note:

By graphic scaling only this property does not lie within Flood Zone "A" or "AE" as shown on the National Flood Insurance Program, Flood Insurance Rate Map, Map No.29077C0336E Date: December 17, 2010

The above statement is for information only and the surveyor assumes no liability for the correctness of the cited map(s). In addition, no independent study of the likelihood of flooding of the surveyed property has been done by the surveyor and no opinion of flood hazards is included in this survey. The flood hazard zone boundaries shown herein were scaled from the map(s) cited and are not a result of independent computation or analysis.

Utility Note:

This survey reflects above ground indications of utilities and information available from utility companies. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated, although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities.

Missouri One-Call Ticket No. 222630698

Owner(s)

Parcel ID: 1333210001
Owner: Sunshine Crossing LLC
P.O. Box 550
Stratford MO 65757

Parcel ID: 1333210002 & 1333210016
Owner: McCurry, Donald L & Patricia L Trust
2446 S Farm Road 111
Springfield MO 65802-7792

Parcel ID: 1333210013
Owner: South Creek Dev Corp
1334 E Kingley St Ste A
Springfield MO 65804

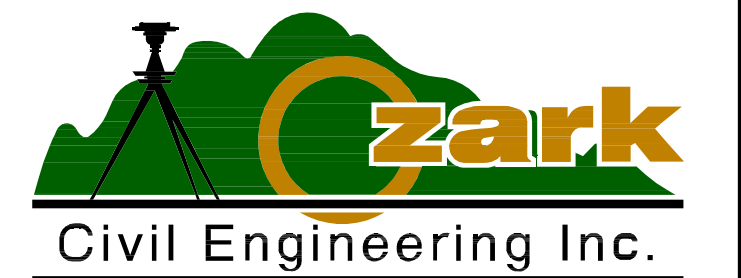
Developer / Applicant

Springfield West Partners, LLC
2 Hawthorne East
St. Louis, MO 63131
Phone: 314.623.1100
Email: twalker@realreal.com

Basis of Bearing:

Missouri State Plane Coordinates (Central Zone), NAD 83 (2011).
Per MODOT VRS

GRAPHIC SCALE IN FEET | 1"=80ft



DRAWING SCALE: 1"=80'	DRAWN BY: Jon
CHECKED BY: RLD	FIELD CREW: Indian Creek
NUMBER 2001010830	DRAWING No. Plat_S220508_V1
ISSUE DATE: -	ISSUE DATE: -



EXPLANATION TO COUNCIL BILL 2023-146 (SIMPSON)

FILED: 03/30/2023

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance approving a Transportation Project Agreement between the City of Springfield, Southern Hills Shopping Center Transportation Development District, Southern Hills Investment Trust, LLC, and Southern Hills Plaza, LLC; and authorizing the City Manager, or his designee, to execute the Transportation Project Agreement on behalf of the City of Springfield.(Staff recommends approval.)

PURPOSE: To adopt an ordinance authorizing the City Manager, or his designee, to execute on behalf of the City, a Transportation Project Agreement between the City of Springfield, Missouri, Southern Hills Shopping Center Transportation Development District, Southern Hills Investment Trust, LLC, and Southern Hills Plaza, LLC.

BACKGROUND INFORMATION: Southern Hills Investment Trust, LLC and Southern Hills Plaza, LLC (“Developer”) are in the process of renovating the Southern Hills Shopping Center, which is generally located along the south side of the 2900 block of East Sunshine Street near the southeast corner of East Sunshine Street and South Woodward Avenue. Pursuant to Sections 238.200 to 238.280, RSMo, the Missouri Transportation Development District Act (“TDD Act”), the Developer has established the Southern Hills Shopping Center Transportation Development District (“TDD”). The District will impose a one-cent (1%) TDD sales tax on all retail sales made within the District and use the revenues to fund various parking lot improvements associated with renovation (“Transportation Project”).

A general description of the projects comprising the Transportation Project is as follows:

1. Construction of certain portions of new connections to public roads within and/or adjacent to the boundaries of the proposed District;
2. Storm water improvements within and/or adjacent to the proposed District;
3. Construction of sidewalks and pedestrian pathways within and/or adjacent to the proposed District;
4. Construction of new driveways and parking lots within and/or adjacent to the boundaries of the proposed District; and,
5. Certain grading, drainage, pavement, curbing, gutters, sidewalks, storm water facilities, structures (including any architectural treatments related thereto), signage, striping, lighting, traffic signals, landscaping, irrigation systems, utility relocation, or



other similar or related infrastructure or improvements in connection with items 1 through 4 above.

The projects listed above will not be merged into the state highways and transportation system. Section 238.225 of the TDD Act, therefore, vests the City as the applicable “local transportation authority” to approve this Transportation Project. Prior to construction or funding of the Transportation Project, the City must approve said Project and enter into a mutually acceptable agreement regarding its development and future maintenance.

COMMENTS: This Ordinance will approve the Transportation Project funded by the TDD and authorize the City Manager to execute a Transportation Project Agreement between the City, TDD, and Developer.

The Developer, at its cost, shall construct the Transportation Project on behalf of the TDD in accordance with all applicable laws and regulations. Upon completion, the Developer shall grant an easement to the TDD providing for public use of the shopping center parking lot for the entirety of its useful life.

The Southern Hills Shopping Center was originally constructed in the early 1960s, prior to the adoption of the City’s current Zoning Ordinance, and therefore, does not conform to the landscaping and bufferyard requirements contained therein. In the interest of promoting quality of place and maximizing the public benefit that will be derived from the Transportation Project, the Developer has agreed to improve onsite landscaping and screening, particularly along the street frontages, as well as along the edges of the site that abut existing single-family residential dwellings. These improvements are contained in a landscape plan that is attached as an exhibit to the Transportation Agreement and incorporated therein.

REMARKS: Staff recommends approval.

Submitted By: Matthew Schaefer, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 5/22/2023

Attachments:

1. Southern Hills Shopping Center TDD Transportation Project Agreement_ord
2. Exh A - Project Agreement
3. Exh B- BP

One-rdg. _____
P. Hrngs. _____
Pgs. 22
Filed: 05-30-23

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-146

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a Transportation Project and associated Transportation Project
2 Agreement between the City of Springfield, Southern Hills
3 Shopping Center Transportation Development District, Southern
4 Hills Investment Trust, LLC, and Southern Hills Plaza, LLC; and
5 authorizing the City Manager, or his designee, to execute the
6 Transportation Project Agreement on behalf of the City of
7 Springfield. (Staff recommends approval.)
8 _____
9

10 WHEREAS, Southern Hills Investment Trust, LLC, and Southern Hills Plaza,
11 LLC, ("Developers") are renovating the Southern Hills Shopping Center, which is
12 generally located along the south side of the 2900 block of East Sunshine Street near
13 the southeast corner of East Sunshine Street and South Woodward Avenue; and
14

15 WHEREAS, the Developers filed a petition in the Circuit Court of Greene County,
16 Missouri ("Court"), for the formation of the Southern Hills Shopping Center
17 Transportation Development District ("District"), pursuant to the Transportation
18 Development District Act, Section 238.200 through 238.275, RSMo ("TDD Act"), to fund
19 various parking lot improvements associated with the renovations ("Transportation
20 Project"); and
21

22 WHEREAS, the District, formed on December 20, 2022, by order of the Court, is
23 a political subdivision of the State of Missouri and is transacting business and exercising
24 powers granted to it pursuant to the TDD Act; and
25

26 WHEREAS, the District, upon approval and adoption of a resolution by the Board
27 of Directors of the District, may impose a sales tax within the District for the purpose of
28 funding the Transportation Project; and
29

30 WHEREAS, because the Transportation Project will not be merged into the state
31 highways and transportation system, approval of the Transportation Project vests with
32 the City as the local transportation authority pursuant to 238.225 RSMo; and
33

34 WHEREAS, the City, the Developers, and the District desire to establish their
35 relationship regarding development and future maintenance of the Transportation
36 Project.

37
38 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
39 SPRINGFIELD, MISSOURI, as follows, that:

40
41 Section 1 – The Transportation Project and Transportation Project Agreement,
42 which is attached hereto and incorporated herein by reference as “Exhibit A,” are
43 approved.

44
45 Section 2 – The City Manager, or his designee, is hereby authorized to execute
46 the Transportation Project Agreement, which shall be substantially in the form and
47 content as “Exhibit A,” with such changes therein as shall be approved by the City
48 Manager, or his designee, and the City Attorney.

49
50 Section 3 – This Ordinance shall be in full force and effect from and after its
51 passage.

52
53 Passed at meeting: _____

54
55 _____
56 Mayor

57
58 Attest: _____, City Clerk

59
60 Filed as Ordinance: _____

61
62 Approved as to form: Jill Bennis, Assistant City Attorney

63
64
65 Approved for Council action: Jacobs A. Hays City Manager
66

TRANSPORTATION PROJECT AGREEMENT

THIS TRANSPORTATION PROJECT AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2023, by and among the **SOUTHERN HILLS SHOPPING CENTER TRANSPORTATION DEVELOPMENT DISTRICT**, a political subdivision and transportation development district duly organized and existing under the laws of the State of Missouri (the “TDD”), **SOUTHERN HILLS INVESTMENT TRUST, LLC**, a Missouri limited liability company and **SOUTHERN HILLS PLAZA, LLC** (collectively, the “Developers”), and the **CITY OF SPRINGFIELD, MISSOURI**, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri (the “City”).

RECITALS

A. On June 14, 2022, Developers filed a Unanimous Petition for Formation of a Transportation Development District with the Circuit Court of Greene County, Missouri (the “TDD Petition”) pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280, RSMo., as amended (the “TDD Act”).

B. The TDD Petition describes a transportation project (as further described in the TDD Petition, the “Transportation Project”).

C. The Developers have an interest in the Transportation Project;

D. The TDD shall acquire from the Developers an interest in all or a portion of the Transportation Project.

E. The City, the Developers, and the TDD desire to enter into this Agreement in order to: (i) memorialize the agreement by and among the City, acting in its capacity as local transportation authority (as defined in the TDD Act), the TDD, and the Developers regarding development and future maintenance of the Transportation Project; and (ii) serve as the contract pursuant to which the TDD shall transfer control and ownership of the Transportation Project to the City after the costs thereof have been paid in accordance with Section 238.275.1 of the TDD Act. The City acknowledges that it is entering into this Agreement for the overall benefit of the community.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt and sufficiency of which are acknowledged, the TDD, the Developers, and the City hereby agree as follows:

SECTION 1. DEFINITIONS. In addition to the capitalized terms defined elsewhere in this Agreement and in the Recitals, the following capitalized terms used in this Agreement shall have the meanings ascribed to them in this Section.

- (a) **Additional Landscaping.** Landscaping and other improvements as set forth in the Architectural Landscape Plan and Architectural Site Plan, which are attached and incorporated into this Agreement as Exhibit B, in addition to the landscaping set forth in the Architectural Landscaping Plan for the Southern Hills Shopping Center (project No. 20092) dated March 1, 2022 and approved by the City on September 15, 2022 (the “Approved Plan”).

- (b) **TDD Transfer Document.** That certain Temporary Easement and Maintenance Agreement entered into between the Developers , as owners of the Transportation Project, and the TDD, as may be amended from time to time by the parties thereto, in the form attached hereto as Exhibit A.
- (c) **Term.** The period commencing on the date of execution of the TDD Transfer Document and, unless otherwise terminated hereunder prior thereto, continuing until the end of the calendar month that includes that date that is the later of (i) twenty (20) years from the date of the last signature on the TDD Transfer Document, which is the end of the reasonably expected useful life of the Transportation Project, as determined by an engineer qualified to provide engineering services in the State of Missouri (the “End of Life Date”; or (ii) the satisfaction of the TDD Obligations, as defined in Section 5 below, or abolishment of the TDD, whichever occurs first (the “Abolishment Date”).

SECTION 2. APPROVAL OF THE TRANSPORTATION PROJECT. The City, as the applicable local transportation authority under the TDD Act, hereby approves the Transportation Project as set forth in Section 238.225.3 of the TDD Act.

SECTION 3. CONSTRUCTION AND MAINTENANCE OF THE TRANSPORTATION PROJECT.

- (a) **Construction.** The Developers shall construct the Transportation Project on behalf of the TDD in accordance with all applicable laws and regulations. The Developers shall be responsible for obtaining all permits, approvals and authorizations required by any federal, state or local authority for the construction of the Transportation Project (and the approval provided in **Section 2** above shall not be construed as excusing the Developers from obtaining any permit, authorization or approval required by the City’s municipal code). In addition to improvements set forth in the Approved Plan, the Developers shall install the Additional Landscaping.
- (b) **Operating and Maintenance.** Except as otherwise provided in the TDD Transfer Document, the Developers (or their successors in title) shall perform, or cause to be performed, all obligations connected with or arising out of owning, occupying or using that part of the Transportation Project located on such Developers’ property, or any part thereof, including without limitation the payment of all expenses required for the operation of the Transportation Project, and including, without limitation, payment of any real or personal property taxes.

SECTION 4. TRANSFER OF EASEMENT RIGHTS CONCERNING THE TRANSPORTATION PROJECT.

- (a) **TDD Transfer Document.** Upon completion of the Transportation Project, the Developers (or their successors in title) shall enter into the TDD Transfer Document granting the TDD an easement in the Transportation Project for the purpose of providing for public use of the Transportation Project until the End of Life Date, subject to reasonable time, manner and place restrictions.
- (b) **City Transfer.** In the event the Abolishment Date is before the End of Life Date, the City and the TDD agree to execute an Assignment in form mutually agreeable to the parties immediately upon the Abolishment Date, by which the TDD will transfer to the City its interest in the Transportation Project for the remaining Term (the "**Assignment**"). The

TDD and the City acknowledge that, upon execution, the transactions contemplated by the Assignment shall constitute the transfer of control and ownership of the Transportation Project as required pursuant to Section 238.275 of the TDD Act, provided that the TDD and/or the Developers (or their successors in title) shall, on behalf of the City, continue to perform all maintenance of the Transportation Project even after such transfer, in accordance with Section 3(b) hereinafter.

SECTION 5. FUNDING OF THE TRANSPORTATION PROJECT. The Developers shall advance all costs of constructing the Transportation Project and the Additional Landscaping. The TDD shall reimburse the Developers for such costs, up to a maximum of \$2,893,385.49, from the TDD's sales tax revenues (as they are generated) or through the issuance of notes, bonds or other obligations payable from the TDD's sales tax revenues (the "**TDD Obligations**"). Notwithstanding anything to the contrary herein, the Developers shall not be entitled to any reimbursement until (a) the TDD verifies to its reasonable satisfaction that the costs to be reimbursed have been incurred, (b) the Developers has certified in writing that it has substantially completed the Transportation Project and the Additional Landscaping, and (c) the parties have entered into the TDD Transfer Document.

SECTION 6. INDEMNIFICATION AND RELEASE. To the extent permitted by law, the TDD and the Developers agree to indemnify, defend, and hold the City, its employees, agents, and independent contractors and consultants harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, and costs and/or expenses, including court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, or in any way connected with: (a) the acquisition of the Transportation Project, and any transaction or activity resulting from this Agreement; (b) the location of hazardous wastes, hazardous materials or other environmental contaminants located within the TDD; and (c) the negligence or willful misconduct of the Developers, the TDD or their respective employees, agents or independent contractors in connection with the management and acquisition of the Transportation Project. The indemnifications set forth in this Section shall survive termination or expiration of this Agreement.

SECTION 7. MISCELLANEOUS.

- (a) **Representations and Warranties of the TDD.** The TDD hereby represents and warrants that: (a) the TDD is authorized to enter into and perform this Agreement; (b) this Agreement was duly authorized by the governing body of the TDD; and (c) this Agreement is binding upon, and enforceable against the TDD, in accordance with its terms.
- (b) **Representations and Warranties of the Developers.** The Developers hereby represent and warrant that: (a) the Developers are authorized to enter into and perform this Agreement; (b) this Agreement was duly authorized by the governing bodies of the Developers; and (c) this Agreement is binding upon, and enforceable against the Developers, in accordance with its terms.
- (c) **Representations and Warranties of the City.** The City hereby represents and warrants that: (a) the City is authorized to enter into and perform this Agreement; (b) this Agreement was duly authorized by the governing body of the City; and (c) this Agreement is binding upon, and enforceable against the City, in accordance with its terms.
- (d) **Applicable Law and Venue.** This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

- (e) **Representatives Not Personally Liable.** No elected or appointed official, agent, employee or representative of the City or the TDD shall be personally liable to the Developers in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement. No shareholder, agent, employee or representative of the Developers shall be personally liable to the City or the TDD in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.
- (f) **Entire Agreement; Amendment.** This Agreement shall be amended only in writing and effective when executed by the City, the Developers and the TDD.
- (g) **Counterparts.** This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.
- (h) **Severability.** If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the parties, or any of them, would not have entered this Agreement without such term or provision, or would not have intended the remainder of this Agreement to be enforced without such term or provision.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the parties have caused this Transportation Project Agreement to be executed as of the date first written above.

**SOUTHERN HILLS SHOPPING CENTER
TRANSPORTATION DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: Chairman

SOUTHERN HILLS INVESTMENT TRUST, LLC

By: _____
Name: _____
Title: _____

SOUTHERN HILLS PLAZA, LLC

By: _____
Name: _____
Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____
Name: _____
Title: _____

Approved as to Form

Assistant City Attorney

EXHIBIT A

Space Above for Recorder's Use Only

TEMPORARY EASEMENT AND MAINTENANCE AGREEMENT

THIS TEMPORARY EASEMENT AND MAINTENANCE AGREEMENT (this “**Agreement**”) made and entered into as of the ____ day of _____, 202____ (the “**Effective Date**”), by and among Southern Hills Investment Trust, LLC and Southern Hills Plaza, LLC (collectively, “**Owner**” and “**Grantor**”), and **THE SOUTHERN HILLS SHOPPING CENTER TRANSPORTATION DEVELOPMENT DISTRICT**, a transportation development district and political subdivision of the State of Missouri, with an address of _____ (“**District**” and “**Grantee**”).

RECITALS

A. Owner is the owner of certain real property located at the Southeast corner of East Sunshine and South Woodward Avenue in the City of Springfield, Missouri, more particularly described on Exhibit A (the “**Property**”).

B. On December 20, 2022, the Circuit Court of the Greene County, Missouri, issued a Judgment and Order (the “**Order**”) which established the District as a political subdivision pursuant to and in accordance with Sections 238.200 to 238.280 of Revised Statutes of Missouri, as amended (the “**TDD Act**”) for the sole purpose of financing certain transportation improvements (as defined in the Order) (the “**Transportation Project**”).

C. The Owner, the District and the City of Springfield are parties to that certain Transportation Project Agreement (the “**TPA**”), whereby the Owner agreed that, upon completion of the Transportation Project, the Owner would grant an easement to the District for the purpose of providing for public use of the Transportation Project for its useful life, subject to reasonable time, manner and place restrictions.

D. As the Transportation Project is complete, Owner desires to grant to the District a non-exclusive easement to use the Transportation Project, as described on Exhibit B (the “**Easement Area**”), for the uses set forth herein, in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner and the District hereby agree as follows:

Section 1. Grant of Easement.

(a) Subject to the terms of this Agreement, Owner hereby grants, gives and conveys to the District a non-exclusive right, privilege and easement to use the Easement Area (the “**Easement**”) for the purposes of ingress and egress, public travel and parking of vehicles, for the Term set forth in Section 2 below.

(b) The parties hereto agree as follows with respect to the use of the Easement Area:

(i) For the entire Term, the general public, including the patrons and employees of the businesses operating within the boundaries of the District shall have unlimited, unrestricted access to the Easement Area;

(ii) Overnight parking shall be prohibited;

(iii) No person shall park a vehicle on the Easement Area for the principal purpose of repairing such vehicle except such repairs necessitated by an emergency;

(iv) No person shall park any vehicle on the Easement Area in such a manner or under such conditions as to obstruct or impair the free movement of vehicular traffic except as necessitated by an emergency;

(v) Vehicles are only permitted on portions of the Easement Area being used for drive aisles and parking areas; vehicles are not permitted on any other portions of the Easement Area, including sidewalks, paths, and landscaped areas.

(c) No charge to the public shall be made by the Owner or the District for the use of the Easement Area pursuant to the Easement described in this Agreement.

(d) The Owner expressly reserves all rights which are not inconsistent with the use and enjoyment of the Easement Area as described in this Section.

(e) The Owner and the District shall cooperate and use reasonable efforts to cause all members of the general public who utilize the Easement Area to follow all reasonable and uniform rules established by or on behalf of the Owner with respect to the Easement Area from time to time.

Section 2. Term.

(a) This Agreement will commence upon the effective date hereof and will continue until the end of the calendar month that includes that date that is the later of (the “**Term**”) (i) twenty (20) years from the date of the last signature on the TDD Transfer Document, which is the end of the reasonably expected useful life of the Transportation Project, as determined by an engineer qualified to provide engineering services in the State of Missouri (the “**End of Life Date**”); or (ii) the satisfaction of the TDD Obligations, as defined in Section 5 below, or abolishment of the TDD, whichever occurs first (the “**Abolishment Date**”).

(b) In accordance with Section 4(b) of the TPA, in the event the Abolishment Date is before the End of Life Date, the TDD shall transfer to the City its rights, title, and interest in and to this Easement for the remaining Term. The parties agree that such transfer shall constitute the transfer of control and ownership of the Transportation Project as required pursuant to Section 238.275 of the TDD Act.

Section 3. Taxes. During the Term of this Agreement, the Owner shall be solely and fully responsible for the payment of all ad valorem real property taxes assessed against the Easement Area.

Section 4. Maintenance by Owner.

(a) Owner shall perform, or cause to be performed, at owner's expense, all obligations connected with or arising out of owning, occupying or using the Easement Area and the Transportation Project, including all paving, snow and debris removal, or other necessary maintenance to make the Easement Area safe and usable.

(b) If at any time Owner shall, in the reasonable judgment of the District, fail to properly perform its obligations under this Section, the District may, upon thirty (30) days' prior written notice to the Owner (or, if such failure cannot be cured during such thirty (30) day period, then after expiration of such period as is reasonable and necessary to complete such cure provided the Owner has commenced and diligently pursued such cure prior to the expiration of such 30-day period), arrange for the performance of such maintenance and replacement, if necessary, of the Easement Area, including all paving, snow and debris removal, or other necessary maintenance as the District reasonably deems necessary to make the Easement Area safe and usable. The Owner shall promptly reimburse the District, as applicable, for all reasonable costs and expenses of such maintenance and replacement, upon receipt of an invoice for the same.

Section 5. Damage and Repair. If, during the Term, the Easement Area is damaged by fire, casualty or other cause, Owner shall, at no cost and expense to the District, and with all reasonable diligence, cause the repair or replacement of the damaged portion of the Easement Area to the same condition as existed previously. Owner shall have the right to discontinue operating the Easement Area for public use on a temporary basis to the extent it reasonably deems necessary to comply with applicable law or as necessary for the safe and orderly reconstruction thereof. To the extent available, insurance proceeds shall be applied to such repairs or replacements.

Section 6. Miscellaneous Provisions.

(a) The parties agree to take such reasonable actions as may be necessary to carry out the terms, provisions, and intent of this Agreement, and to aid and assist each other in carrying out such terms, provisions, and intent.

(b) This Agreement will be governed and construed in accordance with the laws of the state of Missouri.

(c) This Agreement constitutes the entire agreement of the parties with respect to those matters contained herein. This Agreement shall be amended only in writing and effective when signed by all parties hereto.

(d) This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

(e) In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the parties would not have entered into the Agreement without such term or provision, or would not have intended the remainder of the Agreement to be enforced without such term or provision.

(f) No official agent, employee, representative, or consultant of Owner or the District shall be personally liable to any other party to this Agreement in the event of any default or breach

by Owner or District under this Agreement or for any amount which may become due or with respect to any obligation under this Agreement.

(g) Any notice, demand or other communication required by this Agreement to be given by one party hereto to the others shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally. Notices shall be sent to the parties at the addresses first set forth above, provided that any party may change its address for notices by written notice to the other parties in conformance with this paragraph.

(h) The failure of a party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right, or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue and remain in full force and effect. No waiver by a party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

(i) The terms and provisions of this Agreement shall run with the Property and the Easement Area and shall be binding upon the successors and assigns of the parties hereto. Upon transfer of ownership of the Property, or a portion thereof, by the Owner, Owner's successor shall succeed to all obligations of the Owner hereunder with respect to the portion or portions of the Property so acquired by such successor, and Owner shall be relieved of any obligations accruing after the date of such transfer with respect to the portion or portions of the Property transferred by Owner.

[SIGNATURE PAGES FOLLOW]

**THE SOUTHERN HILLS SHOPPING
CENTER TRANSPORTATION
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)
) ss:
COUNTY OF)

On this _____ day of _____, 202____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the MAYOR of the CITY OF SPRINGFIELD, MISSOURI, a Charter City, and that said instrument was signed on behalf of said City by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

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.

Notary Public

My appointment expires:

SOUTHERN HILLS INVESTMENT TRUST, LLC

By: _____

Name: _____

Title: _____

STATE OF MISSOURI)
) ss:
COUNTY OF)

On this ____ day of _____, 202__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is AN AUTHORIZED SIGNATORY of SOUTHERN HILLS INVESTMENT TRUST, LLC, a limited liability company of the State of Missouri, and that said instrument was signed by him on behalf of said limited liability company, and he acknowledged said instrument to be the free act and deed of said limited liability company.

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.

Notary Public

My appointment expires:

SOUTHERN HILLS PLAZA, LLC

By: _____

Name: _____

Title: _____

STATE OF MISSOURI)
) ss:
COUNTY OF)

On this ____ day of _____, 202__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is AN AUTHORIZED SIGNATORY of SOUTHERN HILLS PLAZA, LLC, a limited liability company of the State of Missouri, and that said instrument was signed by him on behalf of said limited liability company, and he acknowledged said instrument to be the free act and deed of said limited liability company.

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.

Notary Public

My appointment expires:

Exhibit A
Property

Parcel 1:

BEGINNING AT THE EAST LINE OF WOODWARD AVENUE AND THE SOUTH LINE OF STATE HIGHWAY D (SUNSHINE STREET) AS NOW ESTABLISHED; THENCE EAST ALONG SAID SOUTH LINE OF STATE HIGHWAY D (SUNSHINE STREET) A DISTANCE OF 291.94 FEET TO AN IRON PIN; THENCE SOUTH ON A LINE PERPENDICULAR TO THE SAID SOUTH LINE OF STATE HIGHWAY D (SUNSHINE STREET) A DISTANCE OF 575.35 FEET TO AN IRON PIN ON THE NORTH LINE OF BLOCK "B-B" SOUTHERN HILLS OF SPRINGFIELD, A SUBDIVISION IN GREENE COUNTY, MISSOURI; THENCE WEST ALONG SAID NORTH LINE OF BLOCK "B-B" OF SAID SOUTHERN HILLS OF SPRINGFIELD A DISTANCE OF 274.19 FEET TO AN IRON PIN ON THE EAST LINE OF BLOCK "K" OF SAID SUBDIVISION; THENCE NORTH ALONG THE EAST LINE OF SAID BLOCK "K" AND WOODWARD AVENUE A DISTANCE OF 573.0 FEET TO SAID BEGINNING POINT, ALL BEING A PART OF NE ¼ OF THE NW ½ OF SECTION 33, T-29-N, R-21-W, IN GREENE COUNTY, MISSOURI, AND CONTAINING APPROXIMATELY 3.373 ACRES.

SUBJECT TO ALL COVENANTS AND EASEMENTS OF RECORD AND SUBJECT TO THE OBLIGATIONS, COVENANTS, RESTRICTIONS AND CONDITIONS CONTAINED IN THAT CERTAIN CONTRACT, DATED THE 17TH DAY OF AUGUST, 1961, BY AND BETWEEN SUNSHINE DEVELOPMENT COMPANY, A MISSOURI CORPORATION, AS FIRST PARTY THERETO, AND CONSUMERS INVESTMENT COMPANY, A MISSOURI CORPORATION, AS SECOND PARTY.

Parcel 2:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER (NE¼) OF THE NORTHWEST QUARTER (NW¼) AND THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION THIRTY-THREE (33), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21), MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF LOT ONE (1) OF SOUTHERN HILLS BLOCK "BB", AN ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE SOUTH 89° 17'09"EAST AND ALONG THE NORTH LINE OF SAID SOUTHERN HILLS BLOCK "BB", 276.24 FEET FOR A NEW POINT OF BEGINNING; THENCE NORTH 00°03'17"EAST, 560.31 FEET TO AN EXISTING IRON PIN ON THE SOUTH RIGHT-OF-WAY LINE OF ROUTE "D" (SUNSHINE STREET) AS IT NOW EXISTS; THENCE NORTH 89°59'00"EAST AND ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF ROUTE "D" (SUNSHINE STREET), 457.11 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 01°29'51"EAST 199.79 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 89°48'23"EAST, 219.83 FEET TO AN EXISTING IRON PIN; THENCE NORTH 01°31'39"WEST, 200.00 FEET TO AN EXISTING IRON PIN ON THE SOUTH RIGHT-OF-WAY LINE OF ROUTE "D" (SUNSHINE STREET) AS IT NOW EXISTS; THENCE NORTH 88°30'20"EAST AND ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF ROUTE "D" (SUNSHINE STREET), 24.46 FEET TO AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF SOUTHERN VIEW ADDITION, AN ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE SOUTH 01° 39'16"EAST AND ALONG THE WEST LINE OF SAID SOUTHERN VIEW ADDITION, 569.72 FEET; THENCE NORTH 89°17'09"WEST AND ALONG THE SAID NORTH LINE OF SOUTHERN HILLS BLOCK "BB", 718.32 FEET TO THE NEW POINT OF BEGINNING, ALL BEING IN SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT ANY PART THEREOF DEEDED, TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.



Parcel 1: PARID:1233201003, Address: 2900 E. Sunshine St.

Parcel 2: PARID:1233201051, Address: 2920 - 3014 E. Sunshine St.

Exhibit B
Easement Area

Those portions of the Property consisting, from time to time, of driveways, drive aisles, parking areas, sidewalks, and excluding at all times, portions of the Property occupied, from time to time, by buildings.

EXHIBIT B

Exhibit B

SITE PLAN KEYNOTES	
#	DESCRIPTION
101	ASPHALT OVERLAY AND PARKING STRIPPING - SEE CIVIL
102	HEAVY DUTY ASPHALT DRIVE LANES - SEE CIVIL
103	EXISTING CONCRETE APRON TO REMAIN
104	NEW TENANT MAIL BOX - BY OWNER
105	MONUMENT SIGN BY SIGN CONTRACTOR - SEE MEP
107	PROMENADE POLE LIGHT AND BENCH
108	PARKING LOT LIGHT POLES
112	EXISTING STORM WATER INLET TO REMAIN
113	PROMENADE BIOSWALE TO EXISTING STORM WATER SYSTEM - SEE CIVIL
118	PREP FOR PRIMER AND PAINT OF EXISTING REAR ACCESS DOORS.
119	BIKE RACK - REF SITE DETAILS
120	NEW CONCRETE SIDEWALK - SEE CIVIL
121	6'-0" TALL TREATED WOOD DUMPSTER ENCLOSURE TO MATCH EXISTING PRIVACY FENCE - PROVIDE 6" CONC. FILLED BOLLARDS AT CORNERS OF ENCLOSURE - PRIME & PAINT BOLLARDS
122	REPAIR PRIVACY FENCE AS REQUIRED TO MAINTAIN BUFFER SCREENING

PARKING REQUIREMENTS

PER THE CITY CODE OF THE CITY OF SPRINGFIELD, MISSOURI, ARTICLE III, DIVISION 5, SECTION 36-455(2)(b), OFF-STREET PARKING REGULATIONS FOR BUSINESS AND COMMERCIAL USES:

FOR BARBER SHOPS AND BEAUTY PARLORS, FIVE PARKING SPACES ARE REQUIRED FOR EACH TWO CHAIRS.

HUDSON HAWK: FOUR BARBER CHAIRS (PER WEBSITE)
PARKING SPACES REQUIRED: 10
PARKING SPACES PROVIDED: 13
ACCESSIBLE PARKING SPACES REQUIRED: 1
ACCESSIBLE PARKING SPACES PROVIDED: 2

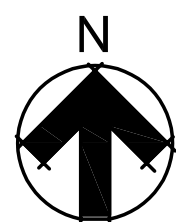
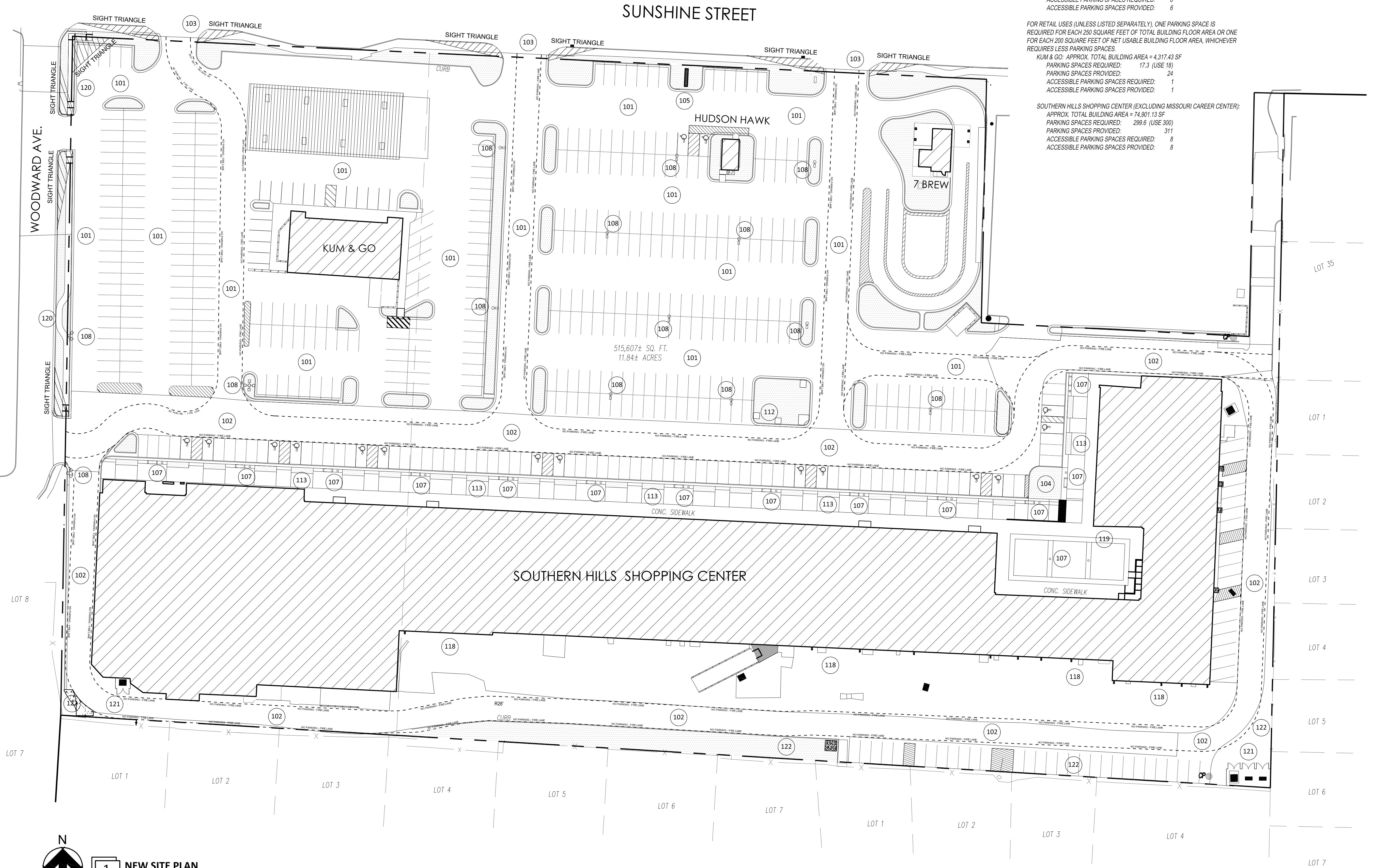
FOR BUSINESS OR PROFESSIONAL OFFICES AND PUBLIC ADMINISTRATION BUILDINGS (EXCEPT MEDICAL AND DENTAL OFFICES), ONE PARKING SPACE IS REQUIRED FOR EACH 350 SQUARE FEET OF TOTAL BUILDING FLOOR AREA OR, ALTERNATIVELY, ONE SPACE PER EMPLOYEE PLUS TEN PERCENT ADDITIONAL SPACES PLUS ONE SPACE FOR EACH VEHICLE KEPT ON THE PREMISES FOR THE BUSINESS.

MISSOURI CAREER CENTER: APPROX. TOTAL BUILDING AREA = 40,551.76 SF
PARKING SPACES REQUIRED: 115.9 (USE 116)
PARKING SPACES PROVIDED: 157
ACCESSIBLE PARKING SPACES REQUIRED: 6
ACCESSIBLE PARKING SPACES PROVIDED: 6

FOR RETAIL USES (UNLESS LISTED SEPARATELY), ONE PARKING SPACE IS REQUIRED FOR EACH 250 SQUARE FEET OF TOTAL BUILDING FLOOR AREA OR ONE FOR EACH 200 SQUARE FEET OF NET USABLE BUILDING FLOOR AREA, WHICHEVER REQUIRES LESS PARKING SPACES.

KUM & GO: APPROX. TOTAL BUILDING AREA = 4,317.43 SF
PARKING SPACES REQUIRED: 17.3 (USE 18)
PARKING SPACES PROVIDED: 24
ACCESSIBLE PARKING SPACES REQUIRED: 1
ACCESSIBLE PARKING SPACES PROVIDED: 1

SOUTHERN HILLS SHOPPING CENTER (EXCLUDING MISSOURI CAREER CENTER):
APPROX. TOTAL BUILDING AREA = 74,901.13 SF
PARKING SPACES REQUIRED: 299.6 (USE 300)
PARKING SPACES PROVIDED: 311
ACCESSIBLE PARKING SPACES REQUIRED: 8
ACCESSIBLE PARKING SPACES PROVIDED: 8



1
A0.04
NEW SITE PLAN
1" = 40'-0"



Derek B. Hagerman: License # AR 10401
Expiration Date: DECEMBER 31, 2023

THE SEAL AND SIGNATURE APPLY ONLY TO THE DOCUMENT TO WHICH THEY ARE AFFIXED AND WE EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT.

CLIENT INFORMATION:
THE WOOTEN COMPANY

1675 E. SEMINOLE ST.
SPRINGFIELD, MO 65804

PROJECT NAME:
SOUTHERN HILLS SHOPPING CENTER

2932 E. SUNSHINE ST.
SPRINGFIELD MO, 65804

SHEET NAME:
ARCHITECTURAL SITE NEW



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Drawings and Specifications as instruments of service are and shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Architect.

Contractor is responsible for confirming and correlating dimensions at job site; the Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project.

REV. #	DATE	DESCRIPTION
1	3.21.2022	ADDENDUM NO. 1
2	7.13.2022	ADDENDUM NO. 2
4	1.20.2023	ADDENDUM NO. 4

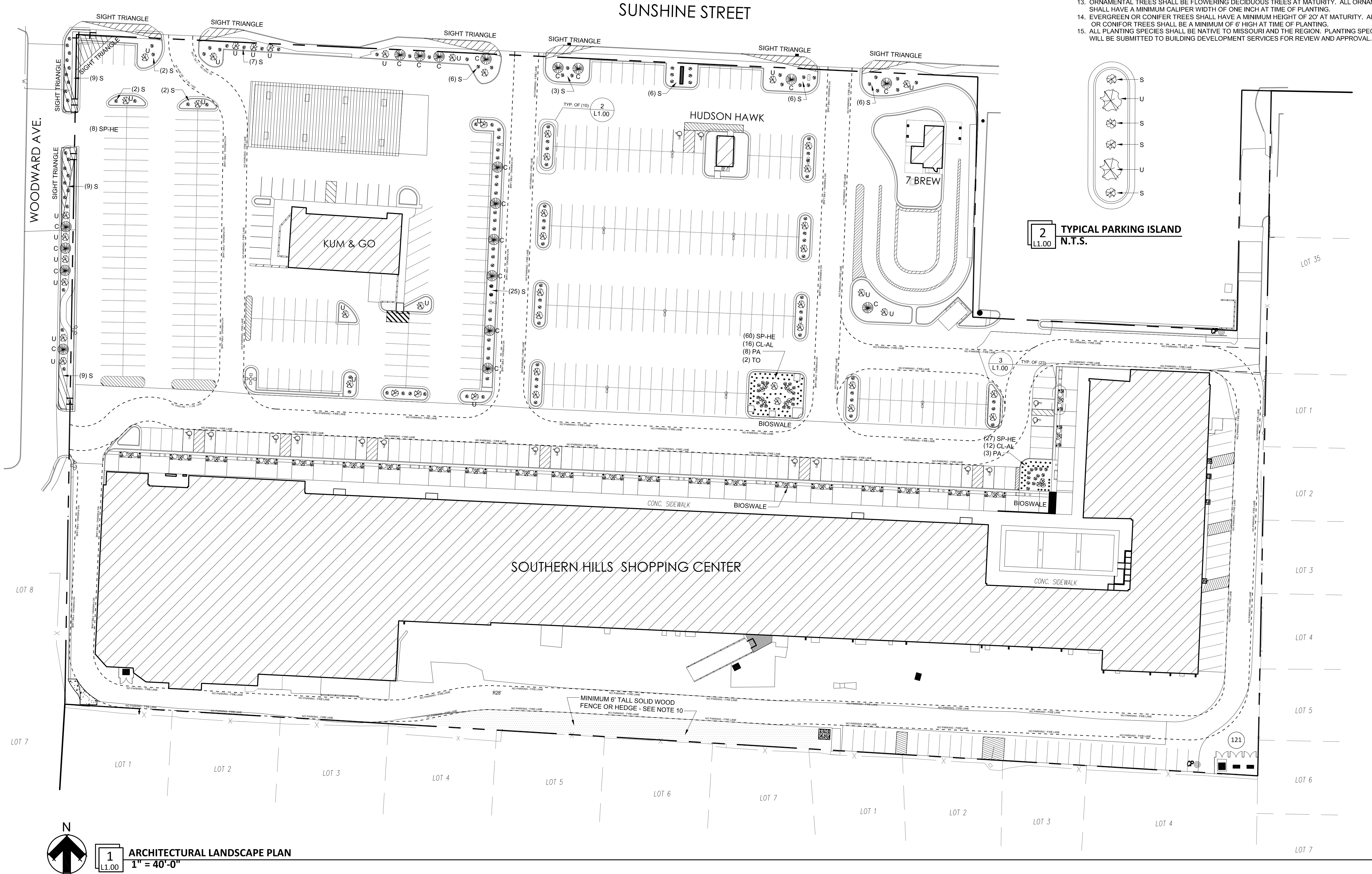
PROJECT NUMBER: 20092

RELEASE DATE: March 01, 2022

A0.04

BIOSWALE PLANT SCHEDULE					
SYM	BOTANICAL NAME	COMMON NAME	SIZE	METHOD	COMMENTS
AS-IN	ASCLEPIAS INCARNATA	SWAMP MILKWEED		CONTAINER	
RU-FU	RUDEBECKIA FULGIDA VAR. SPECIOSA	SHOWY BLACK-EYED SUSAN		CONTAINER	
AS-TU	ASCLEPIAS TUBEROSA	BUTTERFLY WEED		CONTAINER	
BA-AU	BAPTISIA AUSTRALIS	WILD BLUE INDIGO		CONTAINER	
SP-HE	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED		CONTAINER	
CL-AL	CLETHERA ALNIFOLIA	SUMMERSWEET	18-24" HT.	CONTAINER	
	PANICUM VIRGATUM	SWITCHGRASS-SHENANDO	1 GAL.	CONTAINER	
PLANTING KEY NOTES					
C = CANOPY TREE - SEE PLANTING GENERAL NOTES					
U = UNDERSTORY TREE - SEE PLANTING GENERAL NOTES					
S = SHRUB - SEE PLANTING GENERAL NOTES					
H = HEDGE - SEE PLANTING GENERAL NOTES					

- PLANTING GENERAL NOTES**
- ALL PLANTS SHALL BE GUARANTEED FOR ONE FULL YEAR FROM THE SUBSTANTIAL COMPLETION.
 - VERIFY ALL DIMENSIONS AND SITE CONDITIONS PRIOR TO STARTING CONSTRUCTION AND IMMEDIATELY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
 - VERIFY THE LOCATION OF ALL UTILITIES INCLUDING SANITARY AND STORM SEWER + ROOF DRAINS PRIOR TO BEGINNING CONSTRUCTION.
 - ALL WORK PERFORMED SHALL BE IN COMPLIANCE WITH THE CONTRACT DOCUMENTS AND WITH ALL APPLICABLE CODES, STANDARDS, AND ORDINANCES.
 - ALL PLANTING AREAS MUST BE FREE OF ALL WEEDS AND DEBRIS BEFORE PLANTING, SODDING, AND/OR SEEDING.
 - PROVIDE AND INSTALL LOCALLY AVAILABLE LEAF MULCH AROUND THE BASE OF ALL TREES, SHRUBS, AND PERENNIAL/ORNAMENTAL GRASS BEDS.
 - DEWITT WEED BARRIER - 20 YR WOVEN OR EQUAL, AT 3" BASE OF 2" LOCALLY SOURCED DECORATIVE LANDSCAPE RIVER ROCK LAYER.
 - REPAIR GRADE & SEED EXISTING LANDSCAPE AREAS IMPACTED BY CONSTRUCTION.
 - ALL SHRUBS SHALL BE A MINIMUM OF 18" IN HEIGHT WHEN MEASURED IMMEDIATELY AFTER PLANTING.
 - HEDGES, WHERE INSTALLED FOR SCREENING, SHALL BE PLANTED AND MAINTAINED SO AS TO FORM A CONTINUOUS, UNBROKEN, SOLID VISUAL SCREEN WHICH WILL BE AT LEAST 3' HIGH IN ONE YEAR AFTER TIME OF PLANTING.
 - CANOPY TREES SHALL BE DECIDUOUS TREES THAT HAVE A MINIMUM HEIGHT OF 30' AT MATURITY. ALL CANOPY TREES SHALL HAVE A MINIMUM CALIPER WIDTH OF ONE AND ONE-HALF INCHES AT TIME OF PLANTING.
 - UNDER-STORY TREES SHALL BE DECIDUOUS TREES THAT HAVE A MINIMUM HEIGHT OF LESS THAN 30' AT MATURITY. ALL UNDER-STORY TREES SHALL HAVE A MINIMUM CALIPER WIDTH OF ONE INCH AT TIME OF PLANTING.
 - ORNAMENTAL TREES SHALL BE FLOWERING DECIDUOUS TREES AT MATURITY. ALL ORNAMENTAL TREES SHALL HAVE A MINIMUM CALIPER WIDTH OF ONE INCH AT TIME OF PLANTING.
 - EVERGREEN OR CONIFER TREES SHALL HAVE A MINIMUM HEIGHT OF 20' AT MATURITY. ALL EVERGREEN OR CONIFER TREES SHALL BE A MINIMUM OF 6' HIGH AT TIME OF PLANTING.
 - ALL PLANTING SPECIES SHALL BE NATIVE TO MISSOURI AND THE REGION. PLANTING SPECIES WILL BE SUBMITTED TO BUILDING DEVELOPMENT SERVICES FOR REVIEW AND APPROVAL.



Derek B. Hagerman, License # AR 10401
Expiration Date: DECEMBER 31, 2023

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CLIENT INFORMATION:
THE WOOTEN COMPANY

1675 E. SEMINOLE ST.
SUITE B
SPRINGFIELD, MO 65804

PROJECT NAME:
SOUTHERN HILLS SHOPPING CENTER

2932 E. SUNSHINE ST.
SPRINGFIELD MO, 65804

SHEET NAME:
ARCHITECTURAL LANDSCAPE PLAN

BOTI
ARCHITECTURE

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Drawings and Specifications as instruments of service are and shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Architect.

Contractor is responsible for confirming and correlating dimensions at job site; the Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project.

REV. #	DATE	DESCRIPTION
1	3.21.2022	ADDENDUM NO. 1
2	7.13.2022	ADDENDUM NO. 2
4	1.20.2023	ADDENDUM NO. 4

PROJECT NUMBER: 20092

RELEASE DATE: March 01, 2022



EXPLANATION TO COUNCIL BILL 2023-150 (LEE)

FILED: 05/25/2023

ORIGINATING DEPARTMENT: Finance

TITLE: A general ordinance amending the Springfield City Code, Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article V, 'Hotels, Motels and Tourist Courts,' Section 70-261 'Definitions,' Section 70-262 'Levy of tax,' Section 70-266 'Penalty on unpaid tax; additional remedies,' and Section 70-267 'Use of tax revenue' to incorporate changes to the license tax on hotels, motels, and tourist courts approved by voters in the General Municipal Election held on April 4, 2023, and to update the City's penalty provisions for unpaid or delinquent license taxes to comply with current state law.

PURPOSE: To amend the Springfield City Code, Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article V, 'Hotels, Motels and Tourist Courts,' Section 70-261 'Definitions,' Section 70-262 'Levy of tax,' Section 70-266 'Penalty on unpaid tax; additional remedies,' and Section 70-267 'Use of tax revenue' to incorporate changes to the license tax on hotels, motels, and tourist courts approved by voters in the General Municipal Election held on April 4, 2023, and to update the City's penalty provisions for unpaid license taxes to comply with current state law.

BACKGROUND INFORMATION: Currently, short-term rentals are not included in Chapter 70, 'Licenses, Permits, and Miscellaneous Business Regulations,' Article V, 'Hotels, Motels, and Tourist Courts.' of the Springfield City Code. This Ordinance amends the City code to incorporate short-term rentals into this section per the voters' approval in the April 2023 election. This Ordinance also amends the use of funds collected through this tax by replacing the use of funds previously voted in the February 1998 and February 2004 elections with the revised use of funds stated in the April 2023 election. Finally, this Ordinance amends the penalty provisions on unpaid license taxes to comply with state law, which pre-empts the City Code on such provisions.

The proposed amendments to Chapter 70, Licenses, Permits, and Miscellaneous Business Regulations, Article V, Hotels, Motels, and Tourist Courts of the Springfield City Code are as follows:

- Section 70-261, Definitions: eliminating the eight bedroom requirement and by revising definitions to include short-term rental in "Any structure or building, under one management, which contains rooms furnished for the accommodation or lodging of guests" and the Transient guest definition.

- Section 70-262, Levy of tax: eliminating the minimum monthly license tax of \$5.00, and including short-term rental in the following areas:
 1. License requirement and owner's permission granted to licensee;
 2. Payment of 5% tax in addition to all other applicable license taxes.
- Section 70-266(a): Penalty on unpaid tax: eliminating the City's penalty schedule to reflect state pre-emption of such penalties and interest through 71.625(2), RSMo., and including reference to applicable interest and penalty provisions of 144.170 and 144.250, RSMo.
- Section 70-266 (d), Lien allowed: including short-term rental in lien placed upon the land where such hotel, motel, or tourist court is located.
- Section 70-267: Use of tax revenue; revising use of funds collected as follows:
 1. Forty-seven percent of the tax proceeds shall be used to promote travel and tourism;
 2. Four and one-half percent of the tax proceeds shall be used to attract and host sporting events;
 3. Four and one-half percent of the tax proceeds shall be used to support the arts and cultural tourism; and
 4. The balance of the tax proceeds shall be used to pay debt service for bonds issued under the prior license tax and to fund capital improvements, including by issuing and paying debt service for bonds, to attract travel and tourism.

Submitted By: David Holtmann, Director of Finance

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Collin Quigley, Deputy City Manager 5/31/2023

Attachments: 1. Lodging Tax Code Update

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 05-30-23

Sponsored by Lee

First Reading _____

Second Reading _____

COUNCIL BILL 2023-150

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 70, 'Licenses, Permits and
2 Miscellaneous Business Regulations,' Article V, 'Hotels, Motels and
3 Tourist Courts,' Section 70-261 'Definitions,' Section 70-262 'Levy of
4 tax,' Section 70-266 'Penalty on unpaid tax; additional remedies,' and
5 Section 70-267 'Use of tax revenue' to incorporate changes to the
6 license tax on hotels, motels, and tourist courts approved by voters in
7 the General Municipal Election held on April 4, 2023, and to update the
8 City's penalty provisions for unpaid or delinquent license taxes to
9 comply with current state law.

10
11
12 WHEREAS, in 1979, prior to Missouri's adoption of the Hancock Amendment, the
13 City adopted by ordinance a license tax for hotels, motels, and tourist courts based on
14 gross receipts; and

15
16 WHEREAS, in 1998 and 2004, voters authorized increasing the license tax by
17 two and one-half percent and one-half percent respectively, so that since 2004, the
18 license tax has totaled five percent; and

19
20 WHEREAS, the 1998 increase of two and one-half percent was authorized to be
21 used to develop Jordan Valley Park and other specified projects and will expire when
22 bonds issued to fund Jordan Valley Park and those projects have been repaid; and

23
24 WHEREAS, the 2004 increase was authorized to be used to attract sporting
25 events and conventions and to retain a tourist information center; and

26
27 WHEREAS, the continuation of the tax at the amount currently leveled, five
28 percent, and refinement of the uses of the tax would be beneficial; and

29
30 WHEREAS, City Council submitted the question of repealing the existing license
31 tax and replacing it with a new consolidated license tax to the voters at the General
32 Municipal Election held on April 4, 2023, and the voters approved this question; and
33

34 WHEREAS, the Springfield City Code, Chapter 70, 'Licenses, Permits and
35 Miscellaneous Business Regulations,' Article V, 'Hotels, Motels and Tourist Courts,'
36 must be amended to incorporate the changes approved by the voters; and
37

38 WHEREAS, Section 71.625(2), RSMo., pre-empts the City's penalty provisions
39 related to unpaid or delinquent license taxes in Section 70-266(a), and this section must
40 be amended to reflect current state law.
41

42 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
43 SPRINGFIELD, MISSOURI, as follows, that:
44

45 Section 1 – Springfield City Code, Chapter 70, 'Licenses, Permits and
46 Miscellaneous Business Regulations,' Article V, 'Hotels, Motels and Tourist Courts,' is
47 hereby amended as follows:
48

49 NOTE: Language to be added is underlined, and language to be deleted is stricken.
50

51 Sec. 70-261. Definitions.
52

53 The following words, terms and phrases, when used in this article, shall have the
54 meanings ascribed to them in this section, except where the context clearly indicates a
55 different meaning:
56

57 *Hotel, motel, and tourist court, and short-term rental* mean any structure or building,
58 under one management, which contains rooms furnished for the accommodation or
59 lodging of guests, with or without meals being so provided, and kept, used, maintained,
60 advertised or held out to the public as a place where sleeping accommodations are
61 sought for pay or compensation by transient guests or permanent guests, ~~and having~~
62 ~~more than eight bedrooms furnished for the accommodation of such guests.~~
63

64 *Transient guest* means a person who occupies a room in a hotel, motel, ~~or tourist court,~~
65 or short-term rental for 31 days or less.
66

67 Sec. 70-262. Levy of tax.
68

69 No person shall engage in the business of renting, leasing or letting living quarters,
70 sleeping accommodations, rooms or a part thereof, in connection with any hotel, motel,
71 ~~or tourist court, or short-term rental~~ without first securing a license under this section or
72 having a current license under this section for such activity from the city which license
73 shall be in addition to any other license issued by the city. The license shall be issued
74 for a specific location designated in the license. If the owner of the property is not the
75 licensee the owner of the property shall grant its permission to the licensee to use the
76 property for the purpose of renting, leasing or letting living quarters, sleeping
77 accommodations, rooms or a part thereof, in connection with any hotel, motel, ~~or tourist~~
78 ~~court, or short-term rental.~~ This license shall not be transferred to a new licensee for the
79 property nor shall a license be reissued unless all outstanding license taxes required

under this article have been paid. Every person engaged in the business of renting, leasing or letting living quarters, sleeping accommodations, rooms or a part thereof, in connection with any hotel, motel, ~~or tourist court, or short-term rental~~, shall pay to the city a license tax equal to five percent of the gross rental receipts derived from or paid by transient guests for sleeping accommodations. ~~The minimum license tax under this section shall be \$5.00 per monthly license.~~ This license tax shall be in addition to all other license taxes which are applicable to hotels, motels, ~~and tourist courts, and short-term rentals.~~

Sec. 70-266. Penalty and interest on unpaid tax; additional remedies.

- (a) ~~*Penalty and interest on unpaid tax.* For each and every month, or part thereof, any such license tax provided for under this article remains unpaid after the tax becomes due and payable, there shall be added to such license tax, as a penalty, ten percent of the amount of such tax for the first month or part thereof the tax is unpaid, and for each and every month thereafter two percent of the amount of such license tax shall be added until the tax is fully paid. In no case shall the total penalty exceed 30 percent of the tax. The interest provisions of section 144.170, RSMo., and the penalty provisions of 144.250, RSMo., relating to delinquent sales taxes shall apply to delinquent or unpaid taxes due from the license tax imposed in Section 70-262.~~ The director of finance (director) may require security in the nature of a bond, letter of credit, cash deposit, or other similar security in the amount of the estimated monthly payment from any person who has been delinquent in the payment of the license tax more than two times or by more than 30 days. In addition to the penalties provided in this section, any person required to pay to the city the license tax defined in this article shall be subject to all other provisions of this chapter not specifically provided for in this section or in conflict herewith.
- (b) Any person who collects from its customers the tax established pursuant to section 70-262 shall be deemed to hold such tax, license or fee in trust for the city until such time as the person collecting remits the amount collected to the city with any interest or penalties thereon. It shall be unlawful for any person to fail to remit to the city the amount collected from another person.
- (c) Any person operating or managing a business who owes any tax, penalty or interest, or is required to file any report with the director of finance shall notify the director in writing at least ten days prior to any change in the ownership or management of said business including but not limited to any sale or transfer of the entire business or the entire assets or property of the business or a major part thereof; or liquidation; or merger; or foreclosure; or termination of operating or managing agreement. Such notice shall include the name of the business, the address of the business, the name of the owner of the business, the name of the person remitting the tax at the time of the notice, the name of purchaser or transferee, and the intended date of purchase or transfer. A purchaser or transferee of such business, assets or property who takes with notice of any delinquent tax or with notice of noncompliance with this section takes subject to any tax, penalty or interest owed by the seller or transferor.

(d) *Lien allowed.* In any case in which any tax, interest or penalty imposed under this article is not paid when due, the director may file for record in the recorder's office of the county where the business giving rise to the tax, interest or penalty is located, or in which the person owing the tax, interest or penalty resides, a notice of lien specifying the amount of tax, interest or penalty due and the name of the person liable for the same. From the time of filing any such notice, the amount of the tax specified in such notice shall have the force and effect of the lien of a judgment against the person named in the notice of lien and against the personal property of the business of such person for the amount specified in such notice. There may also be from the time any tax, interest or penalty is not paid when due, a lien placed upon the land where such hotel, motel, ~~or tourist court, or short-term rental~~ is located, such lien to run with the land for the full amount of the tax, interest, and penalty owed, and in favor of the city, upon which the city may take appropriate action in accordance with law. Such liens may be released by filing for record in the office of the recorder where the liens were originally filed a release of lien executed by a duly authorized agent of the city upon payment of the tax, interest and penalty due, or upon receipt by the city of security sufficient to secure payment thereof, or by final judgment holding such liens to have been erroneously imposed.

Sec. 70-267. Use of tax revenue.

Except as otherwise provided herein, all funds collected pursuant to provisions of this article, less administrative costs, shall be used exclusively ~~to promote tourism, conventions and other related activities in the city as set forth in this section;~~ provided, however, in no event shall the charges for administrative costs exceed six percent per annum. ~~Funds collected from the increase in the tax voted on February 3, 1998, shall be deposited in a special fund created in the treasury of the city and shall be used to promote recreation, education, tourism and the local economy in order to carry out the recommendations of the Vision 20/20 Citizen's Committee and the Commission on Travel and Tourism by developing Civic Park, constructing an indoor ice facility and making capital grants available for projects to assist not-for-profit organizations who promote these activities such as the Discovery Center, the Gillioz and Landers Theaters, Dickerson Park Zoo and the American National Fish and Wildlife Museum with the tax increase to end on the last debt service payment. Funds collected from the increase in the tax voted on February 3, 2004, shall be used to attract sporting events and conventions and to retain a tourist information center.~~

Funds collected from the tax shall be used as follows:

- (a) Forty-seven percent of the tax proceeds shall be used to promote travel and tourism;
- (b) Four and one-half percent of the tax proceeds shall be used to attract and host sporting events;

(c) Four and one-half percent of the tax proceeds shall be used to support the arts and cultural tourism; and

(d) The balance of the tax proceeds shall be used to pay debt service for bonds issued under the prior license tax and to fund capital improvements, including by issuing and paying debt service for bonds, to attract travel and tourism.

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

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

Section 4 – This Ordinance shall be in full force and effect from and after July 1, 2023.

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 2023-147 (HARDINGER)

FILED: 05/18/2023

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in an amount to equal forty-seven percent (47%) of the City's proceeds from the hotel/motel gross receipts tax for the purpose of promoting travel and tourism within the City of Springfield.

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Convention & Visitors Bureau, Inc., in an amount to equal forty-seven percent (47%) of the City's proceeds from the hotel/motel gross receipts tax for the purpose of promoting travel and tourism within the City of Springfield.

BACKGROUND INFORMATION: The Springfield Convention & Visitors Bureau, Inc., ("SCVB") contracts annually with the City to generate economic impact within the City by promoting attractions and increasing overnight travel. Attachments to the Ordinance include the proposed Fiscal Year 2023-2024 contract ("Exhibit A"), with SCVB's Marketing Plan attached to the contract as "Exhibit 1" and SCVB's Proposed Budget for Fiscal Year 2023-2024 attached to the contract as "Exhibit 2."

SCVB will receive forty-seven percent (47%) of the five percent hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code in exchange for marketing the City as a destination for travel and tourism as outlined in SCVB's Marketing Plan.

The SCVB's total Fiscal Year 2023-2024 budget is \$4,321,700, of which \$3,358,500 is budgeted to come from the hotel/motel gross receipts tax; \$391,400 from the private sector for advertising; \$502,000 from the Division of Tourism through a Cooperative Marketing Program; and \$69,800 from interest earnings and other miscellaneous sources.

REMARKS: The Bureau's 15-member board includes a Deputy City Manager and nine individuals appointed by the Mayor and confirmed by City Council. The Board has approved both the Fiscal Year 2023-2024 Budget and the Marketing Plan.

Submitted By: David Holtmann, Director of Finance

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Deputy City Manager 5/24/2023

- Attachments:**
1. Springfield Convention and Visitors Bureau Annual Contract_ord
 2. Exhibit A- Contract Draft CVB Hotel Motel Tax FY 23 24
 3. Exhibit 1- 23.CVB.MarketingPlan.DR4.Printable
 4. Exhibit 2-FY24 Revenue Budget (002)
 5. Exhibit 2-FY24 Expense Budget (002)

One-rdg. _____
P. Hrngs. _____
Pgs. 80
Filed: 05-30-23

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-147

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the
2 Springfield Convention and Visitors Bureau, Inc., in an amount to
3 equal forty-seven percent (47%) of the City's proceeds from the
4 hotel/motel gross receipts tax for the purpose of promoting travel and
5 tourism within the City of Springfield.
6 _____
7

8 WHEREAS, the Springfield Convention and Visitors Bureau, Inc., ("SCVB")
9 contracts annually with the City to promote economic growth by promoting attractions
10 and increasing overnight travel; and
11

12 WHEREAS, pursuant to a ballot measure approved by voters on April 4, 2023,
13 the SCVB is to receive forty-seven percent (47%) of the five percent (5%) hotel/motel
14 gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code in
15 exchange for promoting travel and tourism within the City; and
16

17 WHEREAS, the City estimates that the SCVB's portion of the hotel/hotel gross
18 receipts tax for Fiscal Year 2023-2024 will be approximately \$3,358,500.
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 into
24 an agreement with the Springfield Convention and Visitors Bureau, Inc., said agreement
25 to be substantially in the same form and content as that document attached hereto and
26 incorporated herein by this reference as "Exhibit A."
27

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

31 Passed at meeting: _____
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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

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 July 1, 2023	TERMINATION DATE June 30, 2024	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 N. Boonville Ave, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1625 Attn: David Holtmann, Director of Finance		Springfield Convention & Visitors Bureau, Inc. 815 E. St. Louis Street, Suite 100 Springfield, MO 65806 Phone: (417) 881-5300 Attn: Tonia Castaneda	

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Springfield Convention & Visitors Bureau, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote tourism and conventions in the City in accordance with the Contractor's marketing plan for 2023-2024 and budget recommendations at a cost not to exceed forty-seven percent (47%) of the proceeds of the license fee and gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code, and any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax, for the corresponding period of the term of this Agreement, and

WHEREAS, the City desires to retain the services of the Contractor to promote tourism and conventions in the City.

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

1. TERM. The term of this Agreement shall be from July 1, 2023, to June 30, 2024, subject to any changes to which both parties may subsequently assent in writing.

2. SCOPE OF SERVICES. The City will engage the services of the Contractor to establish and perform services which are more particularly described in the Contractor's proposal, attached hereto as **Exhibit 1** and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities listed in **Exhibit 1**.

3. AGREEMENT ADMINISTRATION. The City designates the City Manager (or his designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the President of Contractor (or his designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. FURNISHING INFORMATION. All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. COPYRIGHTS. The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. Quarterly Reports: The Contractor shall submit an administrative progress report to the City, on a quarterly basis, which describes the work performed during the quarter. This report shall be submitted no later than sixty (60) days following the end of each quarter. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. The Contractor will secure such personnel as are authorized in its City Council-approved budget. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor will perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence on July 1, 2023; and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made as follows:

A. Invoices for expenditures under the approved budget will be paid through the City's weekly accounts payable system. Accounts payable transaction forms received per the City's processing schedule will be processed, and checks will be written to the appropriate vendors by the City of Springfield's Finance Department.

B. A payroll bank account will be maintained containing approximately \$75,000 for the purpose of writing net payroll checks to employees and reimbursing the Contractor for the payment of employees' deduction items (employee taxes, insurance, and additional benefits). The fund will be replenished as necessary, on a weekly basis through the City's accounts payable.

C. An additional bank account will be separately maintained to allow for payment of expenses on short notice. The account limit will not exceed \$10,000 at any time and the necessary account limit will be set monthly in advance by Finance and the Contractor. The fund will be replenished on a weekly basis through City accounts payable.

D. Each accounts payable form must be coded and signed by the Contractor's designated representative verifying that the services covered are for work actually performed or services rendered by third parties to the Contractor for matters covered under this Agreement. The City will compensate the Contractor only for actual costs incurred in the performance of this Agreement, the fixed costs and the special projects amounts as stipulated in the City Council's approved budget, which is attached hereto and incorporated herein by reference as **Exhibit 2**.

E. It is expressly understood that in no event will the total reimbursement under the terms of this Agreement exceed forty-seven percent (47%) of the proceeds of the gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code for the corresponding period of the term of this Agreement, and any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax, unless an increase is specifically and mutually agreed to in writing by both parties.

F. Notwithstanding any other provision of this Agreement, in no event shall the City be required to make payments in excess of forty-seven percent (47%) of the proceeds of the gross receipts tax received by the City, and appropriated by the City Council. Nor shall the City be required to make any payment, so long as the revenues derived from the gross receipts tax do not equal or exceed the payment currently due plus any previous payments, except for return of any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax.

G. The City shall allow expenditures by the Contractor for those numbered items and in those amounts specified on the approved budget attached hereto as **Exhibit 2**. Revisions to this budget shall be handled as follows: (1) Budget changes within budget

categories may be authorized by the Contractor's designated representative; (2) Budget changes between budget categories require the written approval of the City Manager; (3) Budget changes that would increase the total budget must be authorized by the City Council.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor and its subcontractors shall cease all work on the project and all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor or City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project or on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor. Contractor shall insert similar cancellation provisions in all of its contracts except for lease of space.

12. CITY - CONFLICT OF INTEREST. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement which is in violation of Section 19.16 of the Springfield City Charter. A violation of this provision renders the Agreement void. Any federal regulations, and applicable provisions in RSMo. Section 105.450 et seq. shall not be violated.

13. RIGHT OF AUDIT

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at its own expense, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. DISCRIMINATION. 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.S(a), if applicable.

A. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.S(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.S(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.

15. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not

caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise shall be greater in amount than the weekly payroll reimbursement amount described in Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. 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.

18. APPLICABLE LAWS. The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. JURISDICTION. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. NOTICES. All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City at 840 Boonville, Springfield, Missouri 65802, and the Contractor at the Springfield Convention & Visitors Bureau, 815 East St. Louis, Suite 100, Springfield, Missouri 65806. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

21. ENTIRE AGREEMENT. This agreement, including any attachments or exhibits, contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. 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.

23. CONTINGENCIES. This Agreement is contingent upon the Contractor maintaining a not-for-profit corporation as follows:

A. A not-for-profit corporation as defined by the Internal Revenue Code in Section 501 (c) (6).

B. There shall be thirteen voting members of the Board of Directors. Residency within the City of Springfield shall not be required, although residency within Greene, Christian or Webster Counties is required. The ex-officio members of the Board of Directors shall be the Chairman, or his/her designee, and the Chairman Elect, or his/her designee, of the Springfield Area Chamber of Commerce, an appointee by the City Manager, and the immediate past president of the corporation. If someone other than the Chairman or Chairman Elect of the Springfield Area Chamber of Commerce is designated to serve on the Board of Directors of the Springfield Convention & Visitors Bureau, the designee must be a current member of the Chamber of Commerce Board of Directors. The President of the Chamber of Commerce and the President of the Springfield Hotel-Motel Association shall serve on the Board of the Springfield Convention & Visitors Bureau as ex-officio members, without vote. The composition of the Board of Directors shall consist of four ex-officio voting members, two ex-officio non-voting members, as set forth above, and nine voting members appointed by the Mayor of the City and confirmed by the City Council as set forth in the Bylaws of the Convention & Visitors Bureau. The City shall forward to the Contractor nominees for vacancies on the Board of Directors, which nominees shall be made by the Mayor of the City and confirmed by the City Council. Nominees from the City will be made in such a manner as to include at least three representatives from the hospitality industry on the Board of Directors at all times. In consideration of the mutual covenants set forth herein, the Contractor agrees to accept such nominees to its Board of Directors.

c. Contractor agrees, if permitted by law, to insert in its bylaws a provision to not compete with the Chamber of Commerce by providing that the Contractor will not compete with the Chamber in advertising sales for support of publications by restricting its advertising sales for support of publications relating to the tour and travel industry. Contractor hereby covenants with the City that it will not engage in prohibited practices, as described above.

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

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 designee

SPRINGFIELD CONVENTION & VISITORS BUREAU, INC.

By: _____

Name & Title: _____

Attest:

Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee

Exhibit 1

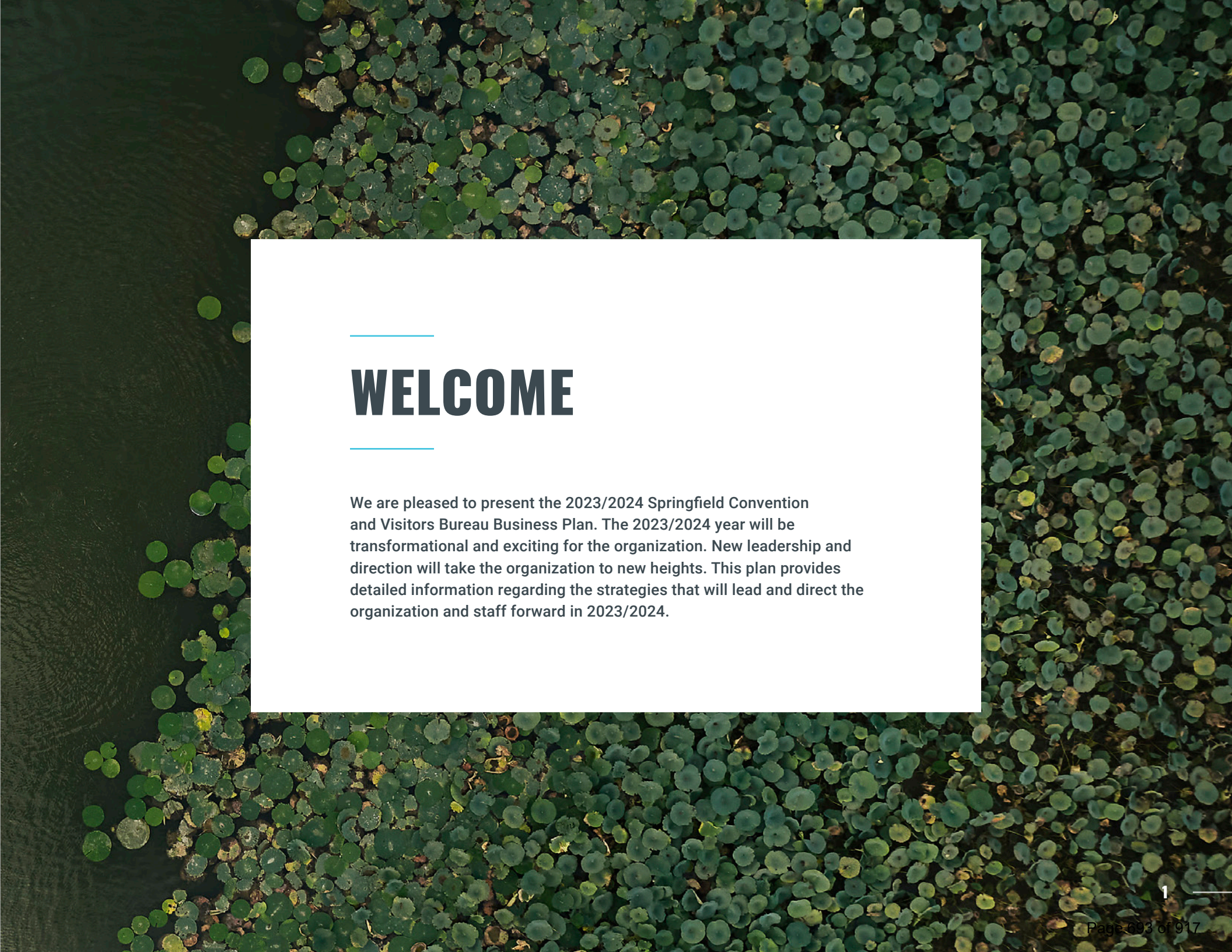
Springfield

SPRINGFIELD, MO CONVENTION AND VISITORS BUREAU
2023/2024 BUSINESS PLAN

TABLE OF CONTENTS

2	2023/2024 Plan
3	Leadership
15	Administration
21	Marketing
31	Public Relations
37	Visitor Experience
43	Sales
51	Partner Relations
57	Research & Development
63	Finance



The background of the slide is a photograph of a pond. The water is dark and calm, reflecting the surrounding greenery. Numerous lily pads of various sizes are floating on the surface, their green leaves creating a dense, textured pattern. The lighting is soft, suggesting a calm, possibly early morning or late afternoon setting.

WELCOME

We are pleased to present the 2023/2024 Springfield Convention and Visitors Bureau Business Plan. The 2023/2024 year will be transformational and exciting for the organization. New leadership and direction will take the organization to new heights. This plan provides detailed information regarding the strategies that will lead and direct the organization and staff forward in 2023/2024.



2023/2024 PLAN

The plan provides an in-depth look into each department by reviewing current trends, a detailed SWOT analysis, the key strategies to achieve success, an action calendar and measurable goals.

LEADERSHIP

SECTION 1





OVERVIEW

It is an exciting time for the Springfield Convention and Visitors Bureau and the Springfield travel industry. For the first time in 36 years, the CVB has had a change in leadership. This leadership change presents an exciting and new opportunity to evaluate all areas of the organization and chart a new path for continuing success.

As we look to evolve as an organization, we will embrace change, explore new ways to collaborate with our community leadership, strengthen our advocacy efforts, push forward our Diversity, Equity and Inclusion efforts, discover new opportunities through sustainable tourism and enhance our relationships with vital travel-related partners.

Clearly, the city and community embrace the travel industry as a vital economic driver and are eager to see further growth. The distribution of City APRA funds directly to tourism-related projects further emphasizes this commitment. The Forward SGF Comprehensive plan identifies several key travel development projects vital for the city's future.

The favorable result of the Hotel/Motel ballot initiative that was passed in early April 2023 will further our marketing efforts for our short-term rental market and provide a funding stream for future tourism-related projects and additional funds to two key partners, the Springfield Area Sports Commission and the Springfield Regional Arts Council.

Yet there remains a glimmer of concern with the ongoing relative instability of the US economy and the potential for a recession. Business Travel still needs to catch up with pre-pandemic levels. However, in the first quarter of 2023, we saw a marked improvement, in line with industry forecasts, which we expect to see continue through 2023 and 2024.

SPRINGFIELD CVB ORGANIZATIONAL FOUNDATION CIRCLE OF SUCCESS





TEAM

New Leadership

The Springfield CVB team is the key to organizational success. 2023/2024 will be a pivotal year with a change in leadership at the President/CEO position, expanding the current team, and adding a new internship program. We will continue to develop a diverse team of the best travel destination professionals focused on the vision and mission of the Springfield CVB to best benefit Springfield economically.



RESEARCH

Guide for Success

The Springfield CVB will continue and expand our important research initiatives that direct and guide the success of our organization. We will work on new initiatives with proven research organizations such as Destinations International, Madden Media, Smith Travel Research, Longwoods, U.S. Travel Association and Tourism Economics.



INNOVATION

Organization-wide

The Springfield CVB must continue to innovate and be creative in all areas of the organization. In these challenging and fluid times for our travel industry, our ability to always look for new ways to innovate and change through technology, strategy, programming and personnel will continue to lead the Springfield CVB to great success.



RELEVANCY

A Valued Community Partner

Our connections and relationships with the city, county, legislators, visitors, stakeholders and partners are integral to the success of the Springfield CVB. The Springfield CVB is a much-needed community partner relied upon to drive economic activity throughout our region. We will continue to look at new ways to work collaboratively for the betterment of our community. With changes in technology, communication and travel preferences, the Springfield CVB will constantly evolve to implement the services our visitors, partners and stakeholders desire.



SERVICE

The "Red Carpet" Experience

Providing an exceptional visitor services experience is critical to the success of the Springfield CVB. We will continue to evaluate every place where the Springfield CVB connects with the visitor and look at new ways to enhance this visitor experience further.

SWOT ANALYSIS LEADERSHIP

STRENGTHS

- Dedicated staff and engaged Board of Directors
- Strong relationships with city, county, chamber and other key leadership groups
- Community value of the travel industry
- Ongoing investment for travel-related development
- Central location
- Major attractions
- Birthplace of Route 66

OPPORTUNITIES

- Convention Center development
- Regional partnership opportunities
- Forward SGF initiative
- Enhance community spirit and tourism investment
- Sustainable tourism

WEAKNESSES

- Funding
- Local understanding of Organizational purpose
- Organizational diversity
- Sports Commission partnership
- Siloed departments

THREATS

- Instability of the US economy and the possibility of a recession
- On-going lingering effects of COVID-19
- Negative community PR
- Competition from other DMOs in the region





KEY STRATEGIES LEADERSHIP

1. Evaluate the Springfield CVB team and Organizational structure.

- a. Assess employee roles and activities to identify priorities and potential enhancements.
- b. Examine the Springfield CVB's image, brand and identity.
- c. Review the Springfield CVB organizational structure to ensure it is aligned and positioned for future success.
- d. Work with local educational institutions to develop a comprehensive internship program.
- e. Explore opportunities to reimagine the office workspace.
- f. Expand Springfield CVB employee educational opportunities.
- g. Explore other non-industry organizations for the best-in-class employee retention and attraction processes.

2. Focus on local community building and enhancing Springfield as a premier destination for visitors.

- a. Ensure the Springfield CVB is engaged with City and County leadership to accelerate our travel economy.
- b. Work with the City and the Forward SGF committee to accelerate opportunities aligned with the Springfield Convention and Visitors Bureau and the travel industry.
- c. Play a more significant role in building and amplifying community pride.
- d. Engage and partner with key community organizations aligned with furthering the Springfield travel industry.

KEY STRATEGIES **LEADERSHIP**

3. Continue travel industry collaboration, advocacy and partnership.

- a. Conduct the annual Salute to Travel & Tourism Awards celebration providing a creative, enticing, and informative program for the Springfield Travel community.
- b. Strengthen relationships with local, statewide and national elected and appointed officials through ongoing advocacy.
- c. Partner with local governments to identify areas Springfield Convention and Visitors Bureau can support their efforts to enhance tourism-related visitation and development.
- d. Work closely with our local and state travel associations, including the Missouri Association of CVBs, the Springfield Hotel and Lodging Association, the Missouri Hotel and Lodging Association and the Missouri Travel Alliance.
- e. Explore further national, regional and state collaborations with Brand USA, Missouri DOT, Explore Branson, Ozark Mountain Partnership and other regional DMOs.
- f. Through membership, board participation, education and trade shows, engage with state, and national travel associations such as U.S. Travel Association, Destinations International, MACVB, MHLA, MTA and Missouri DOT.

4. Further expand the Springfield CVB Diversity, Equity & Inclusion efforts.

- a. Foster a more welcoming environment among local businesses that is inclusive and inviting for visitors.
- b. Explore partnership opportunities with local organizations to further diversity, equity and inclusion efforts.
- c. Continue ongoing education with the Springfield CVB team and Board of Directors.
- d. Develop content to promote diversity, equity and inclusion and support in and beyond tourism.
- e. Work with Destinations International to develop benchmark metrics to track diversity, equity and inclusion progress.

KEY STRATEGIES LEADERSHIP

5. Develop new sustainable efforts to further Springfield as a destination for visitors.

- a. Research sustainability opportunities within the Springfield CVB.
- b. Work with leaders in sustainability initiatives to develop suitable programs for our organization and community.
- c. Develop content to promote the importance of sustainability programs in and beyond tourism.

6. Enhance the partnership with Springfield Sports Commission.

- a. Explore the current partnership model and identify opportunities for growth in development, sales, marketing and finance.
- b. Research similar Sports Commissions and CVB models to develop a best in class model for Springfield.
- c. Expand awareness of Springfield as a sports destination through additional conventions, conferences, and sales missions in collaboration with the Sports Commission.

LEADERSHIP ACTION CALENDAR

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
SGF CVB BOARD OF DIRECTORS MEETINGS	X	X	X	X	X	X	X	X	X	X	X	X
U.S. TRAVEL BOARD OF DIRECTORS MEETINGS	X				X					X		
MACVB EXECUTIVE COMMITTEE MEETINGS	X	X	X	X	X	X	X	X	X	X	X	X
MO GOVERNOR'S CONFERENCE ON TRAVEL				X								
SHLA BOARD MEETINGS	X	X	X	X	X	X	X	X	X	X	X	X
DI ANNUAL CONFERENCE	X											
SPORTS COMMISSION BOARD MEETINGS	X	X	X	X	X	X	X	X	X	X	X	X
SGF CVB EXECUTIVE COMMITTEE MEETINGS	X	X	X	X	X	X	X	X	X	X	X	X
COMMUNITY LEADERSHIP FORUM	X	X	X	X	X	X	X	X	X	X	X	X
SPRINGFIELD CVB TOAST TO TOURISM										X		
MACVB STATE LOBBYING DAY								X				
DESTINATION CAPITOL HILL										X		
U.S. TRAVEL ESTO CONFERENCE		X										
MACVB ANNUAL CONFERENCE										X		



ADMINISTRATION

SECTION 2

SWOT ANALYSIS ADMINISTRATION

STRENGTHS

- Strong internal communication, teamwork and cross-training
- Adaptability to devise new processes to address organizational needs and increase efficiency
- Specialized knowledge-base
- Maintains awareness of internal and external trends and information

OPPORTUNITIES

- Available programs designed to increase employee satisfaction and workplace culture
- Strengthen communication and cooperation with the City Finance Department to increase the efficiency of financial and accounting processes
- Collaboration with partner organizations for specialized training and certifications
- Continue to research and implement technology tools to increase efficiency, productivity and cut costs

WEAKNESSES

- Limited physical space and staff resources threaten efficiency and growth
- The nature of administrative responsibilities can cause less operational flexibility

THREATS

- Rising product costs due to inflation
- Aging technology
- Lack of tourism industry training that is specific to administrative functions

KEY STRATEGIES ADMINISTRATION

The administrative department may not be the most outward-facing department at the Springfield CVB, but the foundational work done by the team keeps operations moving at an efficient and steady speed while providing support to all departments within the organization. The key strategies for the department for 2023/2024 are listed below.

1. To maintain the high level of efficiency and productivity of the CVB, new and emerging technology tools will be adopted throughout the organization.

- a. Assess current computer inventory and develop a plan to replace older machines and equipment until all equipment is brought up to date.
- b. Research business and internet options and replace current internet and phone provider with a more modern and cost-effective solution that meets the organization's needs.
- c. Replace the retired Mitel phone system with a more flexible communication system.
- d. Continue to seek out innovative software solutions while maintaining and enhancing existing programs that are relevant to executing staff duties.

2. Commit to continuing education in order to continue performing at an expert level and to stay on top of workplace and industry trends.

- a. Conduct monthly training sessions during the staff meeting, concentrating on educating staff on processes and efficiencies.
- b. Develop a training program for new staff members specific to each department.
- c. Notify and provide staff access to relevant webinars, learning sessions, or certifications offered by industry organizations or higher learning institutions.
- d. Organize regular staff learning sessions with area partners and community organizations so that they will be knowledgeable on initiatives and offerings in order to better communicate those to visitors and potential partners.

KEY STRATEGIES ADMINISTRATION

3. Continue to audit and implement changes to the finance and accounting processes that allow for greater efficiency and accuracy.

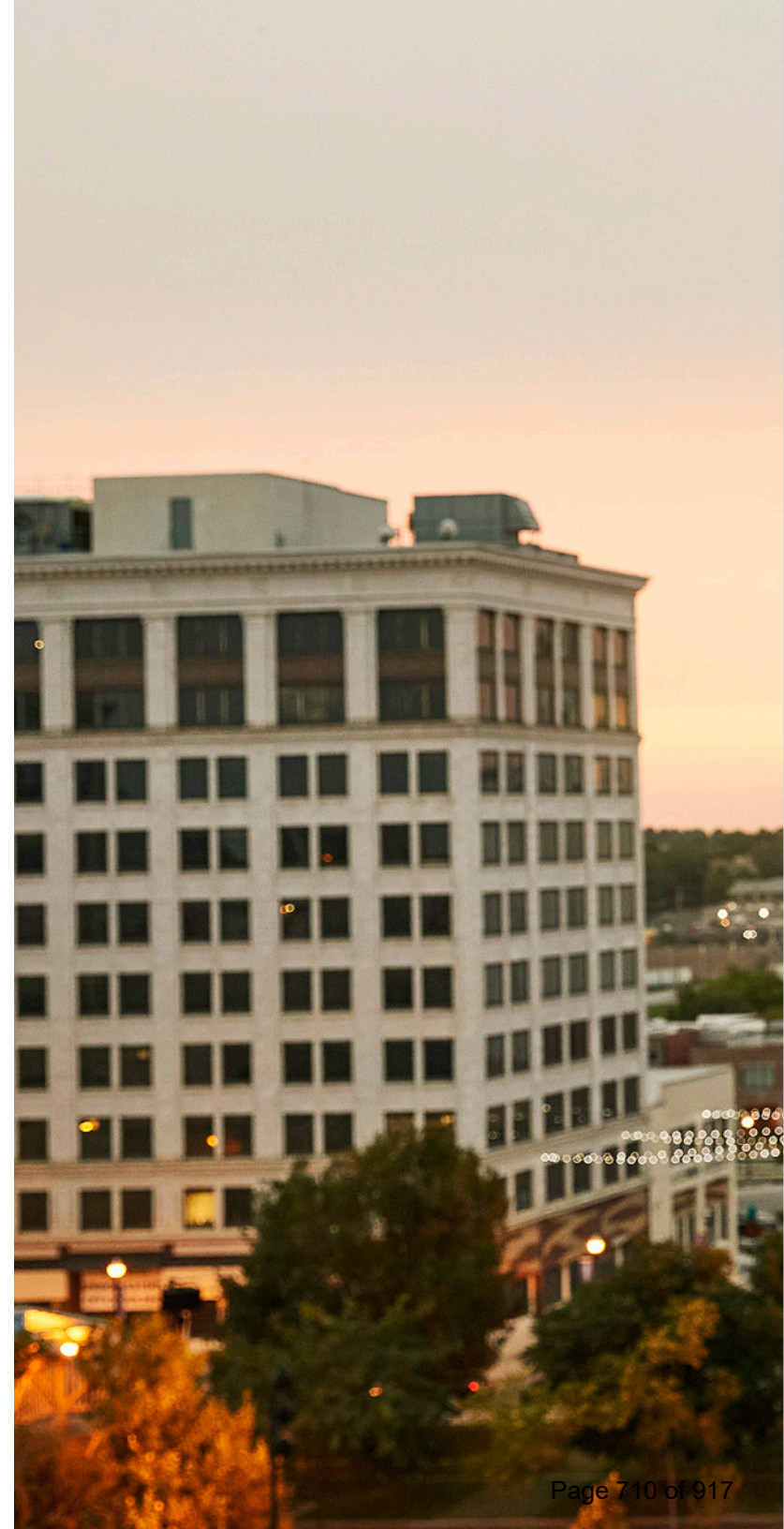
- a. Evaluate current internal accounting and payment software and implement solutions that are more in line with current technology.
- b. Restructure the budget process and documents in order to make them a more useful and intuitive planning tool.
- c. Prioritize sustainable solutions in document retention and information transmission by removing existing barriers and creating new processes for digitizing records and communications.
- d. Work with the City Finance Department on identifying ways in which the CVB and City can work more efficiently and accurately within the established procedures.



Conduct monthly staff training sessions: 12

Execute quarterly community awareness activities for staff: 4

Reduce office supplies cost by 10%







MARKETING

SECTION 3

SWOT ANALYSIS MARKETING

STRENGTHS

- Strong understanding and utilization of new media
- Collaboration with local and regional partners
- Forward-thinking approach to social channels and content
- Healthy budget to try new mediums and build strong foundation

OPPORTUNITIES

- Utilization of Artificial Intelligence technologies
- Content-focused technology
- Sustainable tourism
- Transformational projects at the city level

WEAKNESSES

- Team members at capacity
- Tired branding elements
- Engagement with potential visitors through remarketing strategy

THREATS

- Lack of cohesive identity within the region
- Mild recession anticipated in mid 2023
- Inflation and rise of costs
- Workforce in hospitality-related jobs



INDUSTRY & LOCAL TRENDS

There has never been a more exciting and challenging time to be marketing a destination. Research is telling us that while COVID-19 exposure is no longer a key concern for travelers, financial considerations have claimed that top spot. While a mild recession is anticipated to occur, it's not necessarily going to keep people from traveling, but it may give them pause as to where they choose to travel and how often. Ensuring we have an understanding of our top visiting markets who visit often and for the longest amount of time will be the foundation of our marketing audience for 2023/2024.

Marketing trends continue to evolve as the sentiment towards travel does. Travelers of all ages are looking for genuine moments, a sense of freedom from their everyday stress and something new. The same concerns every marketer has is one on the minds of the CVB marketing team—being able to grab the attention of an audience that has been over-saturated with advertising messages. That is why the theme of the CVB's marketing efforts for 2023/2024 will be *personalization* and *connection*. While advances in technology can feel daunting and a little frightening at times, the opportunities for us to lean in and create an authentic connection with a potential visitor are right at our fingertips.

KEY STRATEGIES MARKETING

1. Reinvigorate the Springfield CVB brand to reflect the energy and forward-movement of our region.

The Springfield CVB underwent a rebrand in 2015 and while a number of those elements continue to stay relevant, the messaging and style guide need to be updated to reflect the current visitor and what they're looking for. Brand refresh plans for 2023/2024 include:

- a. Researching and considering an outward-facing brand name change
- b. Updating the current brand style guide
- c. Updating the current brand messaging

2. Develop a new leisure advertising campaign that inspires travel to the Springfield region and positions our community as a top destination in the United States.

The existing "Ask a Local" campaign has lived for three seasons and will be retired after the 2023 spring/summer season. The CVB will hire a creative agency to develop and produce a new advertising campaign that will work in tandem with the brand refresh that will be reflected across all marketing and advertising tools to be launched in Spring 2024.

3. Strengthen the collaborations that exist between the CVB marketing partners by investing in targeted advertising strategies that promote travel to our region.

The Springfield CVB has been a leader in promoting regionalism through leisure travel through our cooperative marketing partnerships. In 2023/2024, we will continue to prioritize these partnerships to ensure we strengthen the brand of Springfield and the Ozarks. The following are cooperative marketing partnerships we will continue this fiscal year:

- a. Marketing Matching Grant, Missouri Division of Tourism
- b. Ozark Mountain Partnership, Branson CVB and Silver Dollar City
- c. Bass Pro Shops and/or Wonders of Wildlife National Museum & Aquarium
- d. Springfield Cardinals

KEY STRATEGIES MARKETING

4. Continue to elevate the Springfield region through strategic advertising placements and messaging to key target markets and interest groups.

A continued focus will be placed on our four key marketing pillars: Family Travel, Outdoor Enthusiast, Millennial Travel (no children) and Empty Nesters. The addition of Foodie Traveler will be added to the marketing mix this year and will result in interest-based targeting and additional opportunities that will highlight the food and beverage scene of our region. Advertising goals for the year include:

- a. In partnership with 417 Magazine, design and distribute 75,000 printed Springfield Area Guides while promoting the use of the digital guide and utilizing more sustainable sources.
- b. Generate no less than 40,000 inquiries for the printed guide and/or e-newsletter subscriptions.
- c. Invest 70% of advertising dollars into digital, social or streaming tactics. This will include video, animation, display, audio and more. The remaining 30% of the advertising budget will be spent on out-of-home advertising, guerrilla marketing tactics and print.
- d. Increase visitation from the following key markets: St. Louis, Kansas City, MO, Tulsa, OK, Oklahoma City, OK, Northwest Arkansas, Little Rock, Arkansas, Dallas-Fort Worth, TX.
- e. Maintain or increase the current return on investment for each dollar spent on advertising. The current return is for every dollar spent, \$91 is returned to our local economy as reported by a 2019 study by H2R Research. Updated research conducted in 2023/2024 will give us a recent return.



KEY STRATEGIES MARKETING

5. Grow our already strong digital footprint through SpringfieldMO.org by focusing on a personalized user experience and content that will inspire and activate travel to Springfield, Missouri.

At the center of our marketing strategy is our website. It is the hub of our information and where we direct all marketing efforts and many times, it is one of the first impressions a visitor has of our community. This year, we will work to update the website using new branding elements in addition to reorganizing content and developing more paths for increased user engagement and explore ways to connect the user with a more personalized experience based on their interaction with our website and digital advertising. In addition to investment in the website, there will be significant strategy placed on growing our email marketing audience and developing new experience-based programs that will generate positive PR and engage visitors in a new way.

- a. Generate 1.2 million website visitor sessions while increasing average time on site to 2 minutes and number of pages visited to 2.
- b. Grow our email marketing list to 16,000 opt-in contacts, a more than 20% increase. Increase newsletter open rates to an average of 35% with an average click-through-rate of 3.5%. The email marketing strategy will include remarketing to those who interact with our messages in order to draw them deeper into the marketing funnel and place a relevant message in front of them.
- c. The growth of our experience-based programs Ozarks Tap and Pour and Ozarks Coffee Trail has engaged both residents and visitors with the local beverage scene while providing an outlet for people to explore the region in a new way. These two programs together generate roughly \$32,000 in revenue and will continue in 2023/24 with plans to develop a new trail that will accomplish a similar goal.

KEY STRATEGIES MARKETING

6. Maintain our status as a leader in social media content strategy for destination marketing organizations.

Over the last five years, the Springfield CVB has placed a strategic emphasis on not only growing our social media presence, but also developing a highly engaged audience. This is in large part due to becoming early adopters of emerging social media technologies and trends. We will continue to take chances and reach potential visitors all over the world through the organic and paid content strategies listed below.

- a. A robust content and advertising strategy that includes Instagram, Facebook, TikTok, Pinterest, Twitter and Snapchat will be deployed to further engagement on our platforms and ultimately drive more awareness to the Springfield region. The direction for our social strategy will be to develop more authentic, raw, user-generated content that will allow followers to visualize themselves in Springfield.
- b. Video content on all platforms is a top priority.
- c. Social Media goals for this year include:
 - Increase followers across Instagram, Facebook, TikTok and Twitter by 10%
 - Increase average engagement (likes, comments, shares) across Instagram, Facebook and Twitter by 8%
 - Increase average video views on TikTok by 10%



KEY STRATEGIES MARKETING

LEISURE ADVERTISING TIMELINE

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
SEARCH ENGINE MARKETING	Light	Light	Light	Light	Light	Light	Light	Light	Heavy	Heavy	Heavy	Heavy
SOCIAL MEDIA ADVERTISING	Heavy	Light	Light	Light	Light	Light	Light	Light	Heavy	Heavy	Heavy	Heavy
PRINT	Light	Light	Light	Light	Light	Light	Light	Light	Heavy	Heavy	Heavy	Heavy
OUT-OF-HOME	Light	Light	Light	Light	Light	Light	Light	Light	Heavy	Heavy	Heavy	Heavy
DIGITAL	Heavy	Light	Light	Light	Light	Light	Light	Light	Heavy	Heavy	Heavy	Heavy
OZARK MOUNTAIN PARTNERSHIP	Heavy	Heavy	Heavy	Heavy	Heavy	Heavy	Light	Light	Heavy	Heavy	Heavy	Heavy



HEAVY SPEND



MEDIUM SPEND



LIGHT SPEND

MARKETING ACTION CALENDAR

Members of the CVB marketing team will represent Springfield at the following industry events:

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
U.S. TRAVEL ASSOCIATION ESTO MARKETING		X										
MO GOVERNOR'S CONFERENCE ON TOURISM				X								
DI MARKETING & COMMUNICATIONS SUMMIT								X				
DI CERTIFIED DESTINATION MARKETING EXECUTIVE COURSES				X					X			
DI ANNUAL CONVENTION	X											
MADDEN MEDIA MUSE CONFERENCE						X						



Springfield Area Guide Distribution: 75,000
Digital engagements: 2.8 million

Opt-in email marketing subscribers: 16,000
Increase followers across social media platforms by 10%



PUBLIC RELATIONS

SECTION 4

SWOT ANALYSIS

PUBLIC RELATIONS

STRENGTHS

- Experienced staff member has worked with all levels of media, from online influencers to national broadcast news
- Good eye for what appeals to travel media
- Strong relationships with many travel journalists and media

OPPORTUNITIES

- Travel journalists are ready to travel again and eager for new content
- Some outlets will use ready-to-use content due to staff reductions
- Influx of independent content creators such as social media influencers

WEAKNESSES

- One-person PR staff
- Difficult to convey how Springfield is different

THREATS

- Travel and lifestyle sections have disappeared from newspapers and many travel magazines have ceased publication
- Independent content creators, such as bloggers, now receive payment, removing them from the pool of earned media opportunities
- The quantity of online travel content dilutes messages
- Lack of trust in media and Internet content



PUBLIC RELATIONS TRENDS

While media continues its rapid evolution, so must our PR strategy. The number of traditional travel journalists and outlets is declining while the number of independent online content creators is increasing rapidly. That increase presents opportunities for more stories and targeted audiences. Another change gaining momentum is an increase in social media content creators who are paid for the content they post, giving opportunities for collaborations between PR and marketing.

As the number of opportunities increases, the types of travel stories some writers and editors are looking for is evolving. The roundup/listicle approach detailing what's available in a destination remains common but some are trying to set themselves apart with in-depth stories about the people and things that make a destination unique. Travel writers report they're being asked for stories emphasizing inclusiveness and diversity, accessibility, pet-friendly locations, incorporating wellness activities into travel and immersion in local culture.

KEY STRATEGIES

PUBLIC RELATIONS

1. Generate national interest in Springfield by pitching stories to travel writers, publications and content creators to inspire travel to our region.

Networking and building relationships with travel writers and content creators is an important part of getting them to produce stories about Springfield. Also important is pitching story ideas and, in some cases, providing ready-to-use stories.

- a. Continue to produce and distribute 10 pitch sheets a year to travel media.
- b. Host at minimum 25 journalists and other content creators to the Springfield area and generate content with an ad value of \$3 million or more.
- c. Contract with a PR agency specializing in travel media to assist in our efforts to gain national attention and distribute Springfield stories nationwide.
- d. Attend at least four regional and national conferences for communications and public relations professionals in the travel sector to pitch the region and stay on top of PR trends in the industry.

2. Elevate the CVB's mission within the local business community by strengthening relationships with city leadership and local media.

Generating awareness of the CVB and its impact locally can be done through increased news releases and conferences where we are able to demonstrate the work we are doing, resulting in more local news coverage. Increased interaction in the community by all staff will also result in more knowledge about and respect for the CVB.

- a. Staff members will present programs about the CVB and the impact of tourism to business and community leaders for at least four local organizations throughout the year.
- b. Distribute at least six news releases about CVB programs and group business
- c. Schedule at least one news conference to report on CVB impact to local media.
- d. Staff will be active participants in 30 local organizations.
- e. Continue to produce and distribute at least six "CVB News" newsletters to CVB partners and media.

PUBLIC RELATIONS ACTION CALENDAR

3. Develop a strong network of local PR professionals in the hospitality industry to tell a more cohesive and comprehensive story about the region to national and international journalists.

- Grow attendance at the Attractions PR Alliance to an average of 20 members per meeting.
- Develop a plan for information sharing that will keep group members informed about local trends, events and developments resulting in new story opportunities for travel media.

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
CVB NEWS	X		X		X		X		X		X	
PRESS RELEASES		X		X		X		X		X		X
PITCH SHEETS	X	X	X	X			X	X	X	X	X	X
PRESS TOURS/ HOST TRAVEL JOURNALISTS	X		X	X		X			X	X	X	X
SOCIETY OF AMERICAN TRAVEL WRITERS INTERNATIONAL			X									
SOCIETY OF AMERICAN TRAVEL WRITERS CENTRAL STATES								X				
NORTH AMERICAN TRAVEL JOURNALISTS ASSOCIATION											X	
MIDWEST TRAVEL NETWORK												X



Total PR Ad Equivalency: \$3,000,000
Host at least 25 journalists

Pitch Sheets Distributed: 10
PR Fam Tours: 5



VISITOR EXPERIENCE

SECTION 5

SWOT ANALYSIS

VISITOR EXPERIENCE

STRENGTHS

- Visitor Center locations on Route 66 and at the airport
- Excellent customer service
- Missouri-affiliated Welcome Center
- Well-stocked and diverse information hub for the area

OPPORTUNITIES

- Utilization of Artificial Intelligence technologies
- Content-focused technology
- Sustainable tourism
- Transformational projects at the city level

WEAKNESSES

- Lack of innovative technology solutions to distribute information during and outside of visitor center hours
- Poor community awareness of the resources available
- Minimal availability of local products
- Dwindling and aging volunteer base

THREATS

- Lack of cohesive identity within the region
- Mild recession anticipated in mid 2023
- Inflation and rise of costs
- Workforce in hospitality-related jobs



VISITOR EXPERIENCE TRENDS

Springfield has seen tremendous growth in visitation over the years through strategic marketing campaigns, targeted sales strategies and the emphasis on amateur sporting events. This is why it is of the utmost importance that our visitor's experiences while they are in market are not simply memorable, but brag-worthy. Our intention with every visitor to our city is that they leave wanting to tell their friends and families why they too should be visiting Springfield, Missouri. Current industry trends show that integrating new and emerging technologies allow our guests to experience a more personalized visitor experience. Utilizing touch-screen kiosks, trip planner itineraries, artificial intelligence software and intuitive communication tools are all useful for visitors to create the experience they want to have in your destination.

Knowing these trends, while also having a comprehensive understanding of our region, Visitor Services will integrate more opportunities for engagement at our two existing visitor information centers while also expanding access to information throughout the city. Strategies will be mindful of trends in sustainable and accessible travel and will exist in partnership with local businesses. The visitor services team will spend 2023/2024 growing from an informational approach to service to more of a strategic marketing method.

KEY STRATEGIES

VISITOR EXPERIENCE

1. Build opportunities for engagement with visitors beyond the walls of our traditional information centers while installing more interactive experiences at the two visitor centers.

- a. Utilize and integrate at least two digital kiosks throughout the city and visitor centers to allow guests and residents curate their idea of the ultimate Springfield vacation.
- b. Update current aesthetic of the airport and Route 66 Visitor Centers by installing new product and information displays.
- c. Display current and relevant information on all digital displays including upcoming events and welcome messages for groups.
- d. Implement informational chat software on the website.

2. Share the culture and love for Springfield by offering an impressive collection of local products that visitors and residents alike will want to stop in to shop, all while supporting local creatives.

- a. Diversify products and promote brand awareness by adding 10 local and/or Springfield-branded products to the inventory.
- b. Increase revenue generated at the Route 66 Visitor Center to \$15,500.
- c. Update Route 66 products that would appeal to that niche market as well as the general leisure and business traveler.
- d. Restructure and promote the online store with up-to-date products and photos and generate \$1,000 through online sales.

KEY STRATEGIES

VISITOR EXPERIENCE

3. Reinvigorate the Springfield CVB volunteer ambassador program to include true cheerleaders for our region who will make our guests feel welcome and excited to explore the city.

- a. Develop a volunteer ambassador program that outlines all volunteer opportunities, including upcoming sporting events and meetings, expectations, standards and identifies partners that have the potential to generate interested ambassadors.
- b. Update our current volunteer benefits to engage the ambassadors with the CVB and community.
- c. Add 10 new volunteer ambassadors to increase staffing levels at the airport and Route 66 Visitor Centers.



Recruit 10 new volunteer ambassadors

Generate \$15,500 in revenue at the Route 66 Visitor Center

Install 2 digital information kiosks

Add 10 locally made products to the Route 66 Visitor Center Inventory





SALES

SECTION 6

SWOT ANALYSIS SALES

STRENGTHS

- Dedicated and well-trained team holding industry certifications
- Collaboration with local hotel and venue partners
- Increased group sales budget and marketing efforts
- Robust database of prospects and qualified accounts

OPPORTUNITIES

- Potential increased funding for the Sports Commission
- New and improved facilities and sports venues
- Development of new businesses and attractions
- Potential of increased flight routes at the Springfield-Branson National Airport

WEAKNESSES

- Previous budget constraints
- Lack of strategic sales tools
- CVB and Sports Commission collaboration

THREATS

- Lack of awareness with convention and event planners
- No convention center with a connected hotel and/or a convention hotel with at least 400 rooms
- Limited connecting air services to hub cities
- Branson's convention center close to Springfield



INDUSTRY & LOCAL SALES TRENDS

According to American Express Meetings & Events 2023 Global Meetings and Events Forecast, in-person meetings and events came back in 2022 faster and higher than predicted. This trend should continue to outpace expectations in 2023 and stabilize in 2024. All meeting types are expected to increase in 2023, particularly in-person meetings, while virtual and hybrid meetings are declining. Short lead and booking windows that became more prevalent during the height of the pandemic are said to continue, and sustainable meetings with a diversity, equity and inclusion focus remain relevant.

The sports tourism industry has grown dramatically over the past 25 years, and there is opportunity for Springfield to expand its presence per the Springfield Sports Commission Sports Tourism Strategic Planning Project prepared by the Huddle Up Group, LLC. New sporting venues such as the Betty & Bobby Allison Sports Town, along with \$25 million sports facilities improvements to existing facilities, will allow Springfield to compete on a higher level for amateur sporting events generating substantial economic impact for the community.

With these industry trends in mind, Springfield is well-positioned to accommodate the return of in-person meetings and to grow our sports tourism market. With new venues under construction and renovation of existing spaces, the CVB group sales team plans to strategically showcase Springfield to targeted groups and organizations through various personalized marketing initiatives and in-person relationship building.

KEY STRATEGIES SALES

1. Build upon Springfield's existing brand to solidify Springfield as a top meeting and sporting event destination.

- a. Develop a \$75,000 advertising campaign utilizing a strategic direct mail initiative, supplemented by print and digital tactics.
- b. Refresh existing ads to reflect updated branding and showcase newly updated and recently constructed venues.
- c. Utilize the Cvent platform for advertising and lead generation.
- d. Continue to update the group sales and meetings areas of SpringfieldMO.org to keep content fresh and relevant to targeted groups.

2. Enhance Springfield's image in the eyes of meeting and event planners by showcasing the region at industry trade shows resulting in lead generation and ultimately increased room nights.

- a. Attend at least 17 industry shows resulting in 34,000 room night leads.
- b. In collaboration with the marketing team, design and develop an updated booth display to elevate our presence.
- c. Partner with local hotels and venues to attend trade shows in partnership with the CVB.
- d. Schedule at least one sales appointment with a qualified planner in the designated city of the trade show that we are attending.
- e. Partner with Branson and other regional cities when attending trade shows and marketplaces to increase the footprint of the Southwest Missouri region.

3. Continue to speak as a unified voice with convention hotels and event space partners to generate interest in our region with a targeted convention cooperative marketing partnership.

- a. Develop and execute a \$30,000 cooperative marketing campaign with convention hotel and event space partners.

KEY STRATEGIES SALES

4. Inspire event and meeting planners to book space for future events in Springfield through personalized familiarization (FAM) tours and site visits.

- a. Host two FAM tours with 10 planners each during 2023/2024.
- b. Conduct 26 site visits that will aid in booking new business to the area.

5. Energize associations and group business in Jefferson City and Columbia to book events in Springfield through dedicated sales efforts in their respective cities.

- a. Conduct a sales blitz in Jefferson City and Columbia in 2023/2024 involving hotel and venue partners.
- b. Schedule monthly sales calls in Jefferson City when attending Missouri Society of Association Executives and Society of Government Meeting Planners meetings.

6. Leverage the competitive edge of an incentive-based program to open the door to Springfield for new events to call our city home.

- a. Promote Incentives (CVB incentive program) to book six new events during shoulder periods of November through February.
- b. Utilize the Meet in Missouri Program offered through the Missouri Division of Tourism.
- c. Take advantage of the Amateur Sporting Tax Credit Program offered through the Missouri Department of Economic Development.



KEY STRATEGIES SALES

7. Create raving fans of Springfield through exceptional event service for meetings, conventions and sporting events.

- a. Provide destination expertise for 120 convention and sporting events throughout 2023/2024.
- b. Deliver services before, during and after the event to increase attendance and satisfaction from the time of booking until the conclusion.
- c. Provide updated and relevant information through the digital Meeting Planner Toolkit.
- d. Assess the satisfaction of event planners hosting events in Springfield with follow-up surveys and obtain at least a 75 percent return rate on questionnaires with exceptional service ratings.

8. Strengthen the partnerships with local hotels and venues through collaborative efforts to ensure the community is unified under the mission to generate group travel to the area.

- a. Host a quarterly Group SGF meeting to collaborate on targeted business.
- b. Attend monthly Springfield Hotel Lodging Association functions.
- c. Show support by attending mixers and local events hosted by partner hotels and venues.

SALES ACTION CALENDAR

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
AMERICAN BUS ASSOCIATION							X					
CHRISTIAN MTGS. & CONV. ASSOC.											X	
CONNECT DC/FAITH					X							
CONNECT MARKETPLACE & SPORTS		X										
CONNECT SPORTS		X										
CONNECT MIDWEST							X					
DESTINATIONS MIDWEST			X									
FAM TOUR				X							X	
JEFFERSON CITY SALES BLITZ				X								
KC MEETING PLANNER'S INTL.										X		
MILITARY REUNION NETWORK												X
MISSOURI EVENT SUMMIT	X											

Continued on following page.

SALES ACTION CALENDAR

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
MISSOURI NATURAL RESOURCES CONF.								X				
MISSOURI SHOWCASE											X	
MSAE FUNFEST			X									
PCMA HEARTLAND CHAPTER											X	
RELIGIOUS CONF. MGT. ASSOC.							X					
SMALL MARKET MEETINGS			X									
TRAVEL SOUTH INTERNATIONAL					X							
ESPORTS BUSINESS SUMMIT					X							
MISSOURI SPORTS TRAVEL EXCHANGE								X				
SPORTS ETA										X		
TEAMS				X								



GOALS

GROUP SALES

Booked Room Nights: 65,000

Leads: 110

Direct Visitor Spend: \$35.7 million

Fam Tours: 2

Site Visits: 24

Support over 120 conventions and sporting groups

SPORTS COMMISSION

Booked Room Nights: 28,500

Leads: 32

Direct Visitor Spend: \$15.5 million

Site Visits: 5

PARTNER RELATIONS

SECTION 7

SWOT ANALYSIS

PARTNER RELATIONS

STRENGTHS

- Experienced salespeople
- CVB knowledge and experience
- Marketing and communications knowledge
- Partner and community relationships

OPPORTUNITIES

- Revenue growth and new partnerships
- Opportunity to increase community awareness of the Springfield CVB through community engagement activities
- Administration assistance through team growth

WEAKNESSES

- Complicated processes
- Account transitions
- Sales timeline and annual strategy

THREATS

- Threats of a national recession
- Competition for local advertising dollars
- Inflation

KEY STRATEGIES

PARTNER RELATIONS

The Partner Development team is a key revenue driver for the Springfield CVB. This team is responsible for generating revenue through advertising sales in all Springfield CVB collateral materials, maintaining key relationships with CVB partners and helping to expand community awareness of the organization through various engagement efforts. Supporting and promoting local businesses is crucial to community growth and economic development. The advertising dollars partners spend with the Springfield CVB go directly into marketing their businesses to visitors and locals alike through Springfield CVB channels and other marketing efforts.

1. Continue to partner with advertisers to showcase the best of the Springfield region through our newly redesigned Springfield Area Guide and experienced-based programs such as Ozarks Tap and Pour Craft Beverage Tour and Ozarks Coffee Trail.

Generate at least \$230,000 in revenue through printed collateral materials produced for the purpose of informing potential visitors about Springfield.

- a. Generate at minimum \$190,000 in revenue for the 2024 Springfield Area Guide from partner advertisements, listings and coupons.
- b. Collect an estimated \$7,500 from Springfield Guide inserts that feature partner messages with the mailing of the guide to visitors who inquire.
- c. Provide partnership opportunities to local businesses through the Ozarks Tap and Pour Craft Beverage Tour and Ozarks Coffee Trail programs resulting in combined revenue of \$32,000

KEY STRATEGIES

PARTNER RELATIONS

2. Continue to partner with advertisers to showcase the best of the Springfield region through digital advertising on SpringfieldMo.org, Love Springfield social media platforms and annual banquet sponsorships.

Generate at least \$130,000 in revenue through the Springfield CVB website, sponsorships and other advertising sales.

- a. Obtain advertising commitments for website enhanced listings, links, coupons and sponsored content.
- b. Secure advertising commitments for social media and email marketing content.
- c. Procure sponsorship commitments for the annual Salute to Travel & Tourism banquet with a revenue goal of \$20,000.
- d. Pursue new private funding sources and sponsorships with the goal of becoming less dependent on the lodging tax.

3. Expand community awareness of the Springfield CVB mission and brand through increased community engagement efforts.

Maintaining strong partner relationships to retain advertisers as well as create advocates who speak highly of the Springfield CVB mission will secure the organization as a known community asset and an active participant in the development of our community. Attending local and regional networking events and seeking opportunities to speak on behalf of the Springfield CVB at these events will increase community engagement and aid in generating revenue for the organization.

- a. Secure at least 20 new partnerships from businesses throughout the region.
- b. Attend at least 15 networking events per month.
- c. Seek approximately four speaking opportunities for the 2023/2024 year.

KEY STRATEGIES

PARTNER RELATIONS

4. Engage the community in the mission of the Springfield CVB through developing opportunities for partners to connect with the CVB staff and offerings of the organization.

Strong partner relationships is something the Springfield CVB is known for. To maintain those relationships, build new ones and offer a deeper understanding of the capabilities and offerings of the organization, a continued effort to grow the 2022 event, CVB Connections, will be explored.

- a. Grow attendance of Springfield CVB Connections to 60 attendees.
- b. Explore the expansion of the event to include other opportunities throughout the year to engage with the Springfield CVB.
- c. Expand the mission of the event(s) to include education from other organizations.



Revenue Generated: \$380,000

New Partnerships: 20



PARTNER RELATIONS ACTION CALENDAR

The Partner Development Team will seek community engagement opportunities, continuing education and industry networking through the following organizations and events in 2023/2024.

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
SPRINGFIELD AREA CHAMBER OF COMMERCE	X	X	X	X	X	X	X	X	X	X	X	X
SPRINGFIELD BUSINESS JOURNAL	X	X	X	X	X	X	X	X	X	X	X	X
417 MAGAZINE	X	X	X	X	X	X	X	X	X	X	X	X
LEADERSHIP SPRINGFIELD	X			X			X			X		
SPRINGFIELD HOTEL LODGING ASSOCIATION	X	X	X	X	X	X	X	X	X	X	X	X
ASSOCIATION OF WOMEN IN COMMUNICATION	X	X	X	X	X	X	X	X	X	X	X	X
REPUBLIC CHAMBER OF COMMERCE	X	X	X	X	X	X	X	X	X	X	X	X
OZARK CHAMBER OF COMMERCE	X	X	X	X	X	X	X	X	X	X	X	X
NIXA CHAMBER OF COMMERCE	X	X	X	X	X	X	X	X	X	X	X	X
MISSOURI GOVERNOR'S CONFERENCE OF TOURISM				X								
PROFESSIONALS IN DESTINATION MANAGEMENT CERTIFICATION CLASSES						X						
DESTINATIONS INTERNATIONAL MARKETING & COMMUNICATIONS SUMMIT								X				

RESEARCH & DEVELOPMENT

SECTION 8



RESEARCH OVERVIEW

Continually advancing research initiatives is critical to the ongoing success of the Springfield Convention and Visitors Bureau. We will continue to participate with our state and national trade organizations on research projects, use complementary industry resources, use proven economic tools, and work with several new research providers to further guide the organization's work.

RESEARCH INITIATIVES

Smith Travel Research

Continue working with STR using their weekly and monthly hotel reports for Springfield. The STR reports have been an invaluable research tool for further understanding hotel patterns and trends.

New Research

We will explore new research opportunities through Destination Next, H2R Research, MMGY, Tourism Diversity Matters, and Tourism Economics – Symphony.

Short-Term Rental Data

Reengage with AirDNA to provide valuable short-term rental data.

Voyage Research Platform

Use the Madden Media travel intelligence platform to make informed decisions on marketing and media placements.

G4 (previously Google Analytics)

Use website data to track website traffic and campaign advertising effectiveness.

Simpleview Dashboard

Use the dashboard to provide real-time reporting for the board, staff and stakeholders on key industry statistics.

Destinations International Economic Impact Calculator

Continue using the Destinations International Economic calculators for Meetings, Conventions, Events / Festivals and Sports.

Destinations International EDI Assessment Tool

Incorporate this new tool to understand how EDI has been incorporated into our operational practices as a basis to improve and integrate performance.

Huddle Up Scout

Use the destination and event matchmaking platform to generate new leads in the sports market.

Destination Analysts

Use the complimentary Travel Sentiment Index Report to analyze critical consumer perceptions, attitudes, and behaviors (including intent to travel).

Longwoods International

Continue using the complimentary American Traveler Sentiment survey to provide valuable insights regarding resident sentiment to travelers in their communities.

Missouri Department of Tourism

For travel industry economic impact, job, and tax generation data specific to Springfield.



DEVELOPMENT OVERVIEW

The Springfield Convention and Visitors Bureau will continue researching and pushing forward travel-related development projects to drive new visitors to Springfield. Continually evolving the Springfield travel landscape is critical to positioning Springfield as a premier destination for visitors.

Considering the recent investment by the City of Springfield, through their APRA funds, into several travel-related development projects and the key projects identified in the Forward SGF plan, the Springfield Travel landscape is well positioned for considerable growth.

DEVELOPMENT INITIATIVES

Matching funds for APRA fund projects

In 2022, the Springfield CVB Board of Directors approved up to \$1.5 million in matching funds for APRA funded projects. These projects include the Cooper / Killian Park Improvements, Fairgrounds Multi-purpose Arena, Chadwick Flyer Trail connectivity and expanded Fieldhouse. The Springfield CVB will continue working closely with organizations to complete these projects.

New Convention Center

As identified by the Forward SGF plan, there is a desire for a new convention center. This project presents a significant opportunity for the City of Springfield and our travel community. The Springfield CVB will align closely with community partners to further push this initiative forward.

Wayfinding Refresh and Entryway messaging

A key theme identified in the Forward SGF plan is a Place-Based approach emphasizing creating quality places to experience. The current city wayfinding program is over 15 years old and is much in need of a refresh. In addition, there are many opportunities to engage visitors through Entryway messaging. The Springfield CVB will work with the city to move these initiatives forward.

Route 66 Reimagination

Springfield is the birthplace of Route 66. It is an attraction that is visited annually by thousands of visitors from across the world. Considering the upcoming Centennial celebration, this is a genuine opportunity to differentiate Springfield. The Springfield Convention and Visitors Bureau will work with community leaders to reimagine the Route 66 experience for future generations of visitors.

Airport Welcome Center Enhancement

The welcome area at the Springfield-Branson National Airport is a beautiful opportunity to connect and engage with visitors coming into Springfield. This is often visitors' first experience when they arrive in Springfield. The Springfield CVB will work with airport officials to enhance our current welcome space to provide a best-in-class experience.

Lake Springfield Plan

One of the largest development initiatives in Springfield is adaptive reuse planning for the decommissioned Power Station and the Lake Springfield area encompassing approximately 1,000 acres of publicly owned land. The Lake Springfield Plan will be a catalyst for innovative economic and recreational opportunities, new infrastructure, sustainable water quality, and green infrastructure. The Springfield CVB will continue to work closely with this project as the Plan develops.

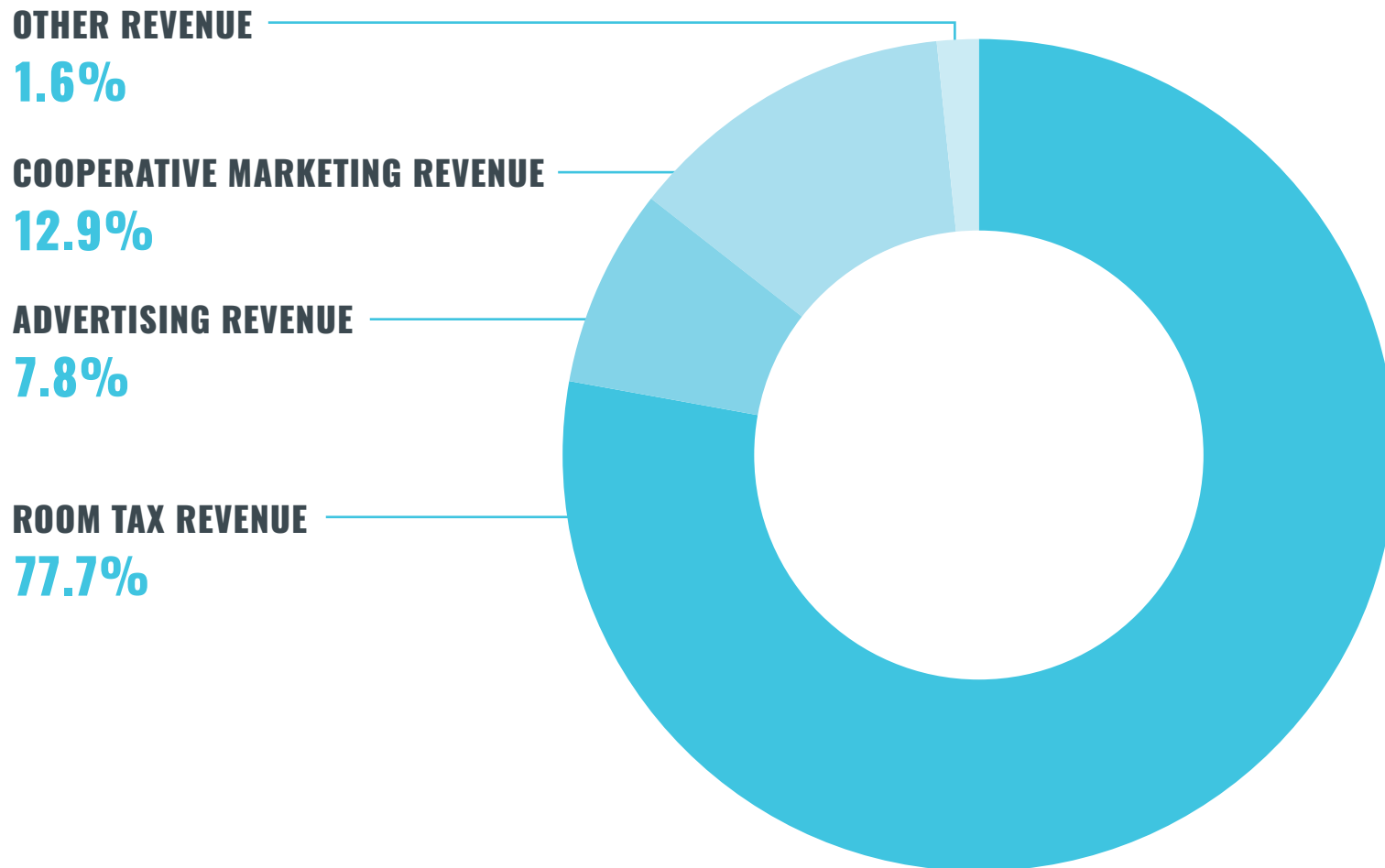


FINANCE

SECTION 9

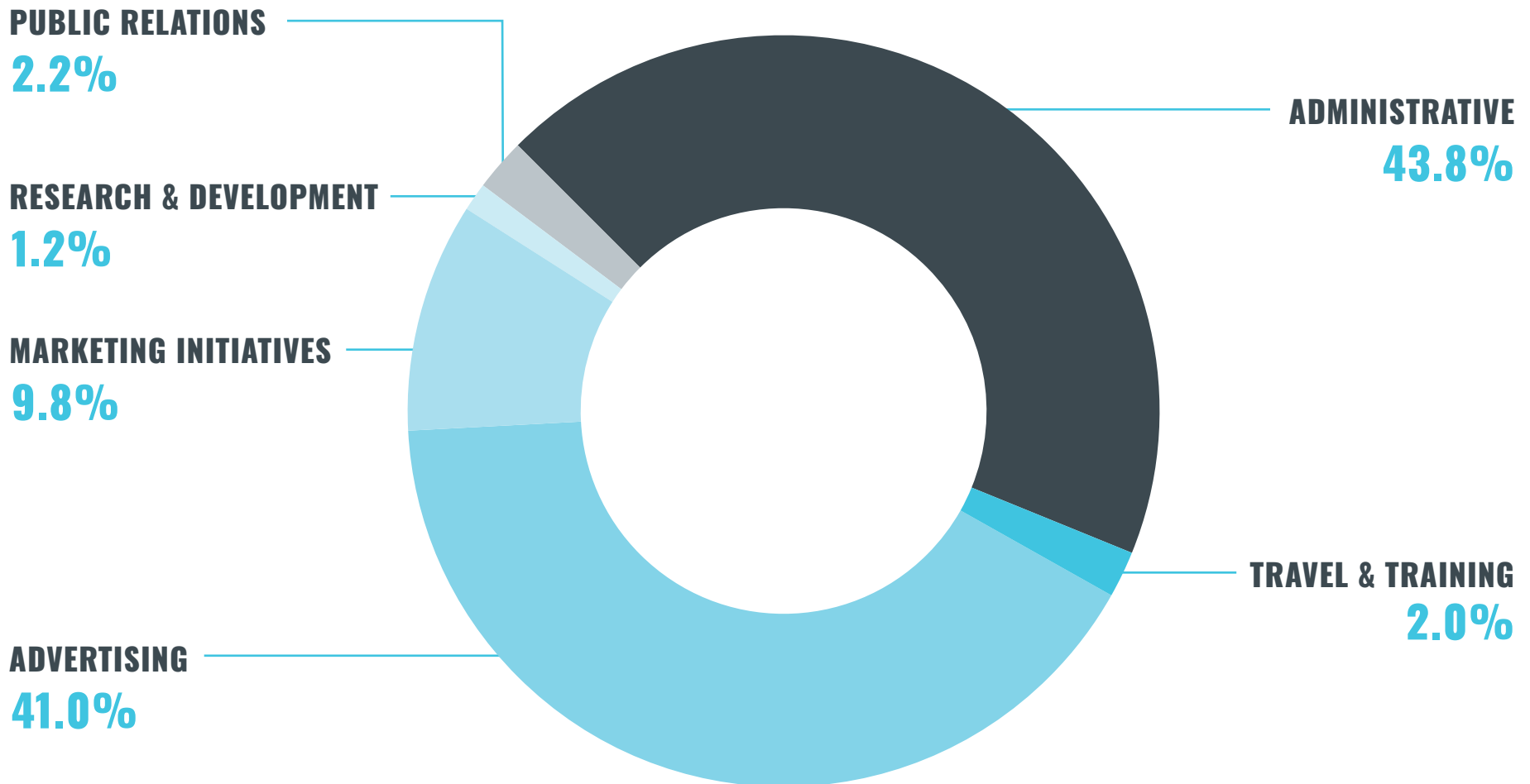
REVENUE

The Fiscal Year 2024 Springfield CVB budget supports the annual business plan and organizational strategies. Strategic emphasis on community development and strengthening cooperative partnerships will result in estimated revenue of \$4,321,700.



EXPENSE

The Fiscal Year 2024 Springfield CVB budget priorities include robust marketing campaigns, research initiatives, an enhanced visitor experience, staff development and tourism sustainability that will result in estimated expenses of \$4,321,700.





Springfield Convention and Visitors Bureau
815 E St Louis St
Springfield, MO 65806

SPRINGFIELDMO.ORG

Springfield Convention and Visitors Bureau

2023/2024 Budget - Revenue

<u>Account Description</u>	<u>Account</u>	<u>2022/23 Revised Budget</u>	<u>2023/24 Original Budget</u>	<u>Variance - \$</u>	<u>Variance - %</u>
ROOM TAXES					
Room Tax Revenue	401540	\$3,180,000	\$3,358,500	\$178,500	5.6%
INTEREST					
Interest Earnings	410010	\$12,500	\$12,500	\$0	0.0%
ADVERTISING REVENUES					
Visitors Guide Advertising	413010.01	\$190,800	\$190,000	-\$800	-0.4%
Route 66 Brochure/Map	413010.02	0	0	0	N/A
Coupons	413010.03	6,000	6,000	0	0.0%
Expo/Rt. 66 Displays	413010.04	5,700	2,400	-3,300	-57.9%
Poly Tote Bags	413010.05	0	0	0	N/A
Digital Advertising	413010.06	80,000	100,000	20,000	25.0%
Brochure Insertions	413010.07	5,500	6,000	500	9.1%
Airport Advertising	413010.08	0	0	0	N/A
Event Guide	413010.09	0	0	0	N/A
Mall Advertising	413010.10	0	0	0	N/A
Experience Programs	413010.11	31,150	32,000	850	2.7%
TOTAL ADVERTISING REV		\$319,150	\$336,400	\$17,250	5.4%
CO-OP ADVERTISING REV					
Coop Partnerships	416020.01	\$10,000	\$40,000	\$30,000	300.0%
MDT Coop Program (Leisure)	416020.02	529,650	500,000	-29,650	-5.6%
MDT Coop Program (Convention)	416020.03	0	2,000	2,000	N/A
MDT Coop Program (Sports)	416020.04	0	0	0	N/A
Local Convention Co-op	416020.05	20,000	15,000	-5,000	-25.0%
Miscellaneous Partnerships	416020.06	0	0	0	N/A
TOTAL CO-OP REV		\$559,650	\$557,000	-\$2,650	-0.5%
PARTNERSHIP REVENUE					
Marketing Partnerships	414110	\$0	\$0	\$0	N/A
MISCELLANEOUS REV					
Sports Commission Management Fees	414100.01	\$18,000	\$18,000	\$0	0.0%
Souvenir Sales	414100.02	15,500	15,500	0	0.0%
Other	414100.03	100	200	100	100.0%
Holding Account	414100.04	0	0	0	N/A
Hotel Shuttle & Facility Rental Rebates	414100.05	0	0	0	N/A
Hotel Trade Show Participation	414100.06	3,200	900	-2,300	-71.9%
Annual Banquet Sales	414100.07	20,000	20,000	0	0.0%
Chamber Partnership	414100.08	0	2,700	2,700	N/A
TOTAL MISC REV		\$59,500	\$57,300	-\$2,200	-3.7%
TOTAL REVENUE		\$4,130,800	\$4,321,700	\$190,900	4.6%
Transfer To/From Fund Balance		\$571,250	\$0	-571,250	-100.0%
GRAND TOTAL REVENUE		\$4,702,050	\$4,321,700	-\$380,350	-8.1%

Springfield Convention and Visitors Bureau

2023/24 Budget - Expenses

<u>Account Description</u>	<u>Account</u>	<u>2022/23 Revised Budget</u>	<u>2023/24 Budget</u>	<u>Variance - \$</u>	<u>Variance - %</u>
PAYROLL					
Salaries and Wages	500110	\$1,134,500	\$1,157,450	\$22,950	2.0%
Temporary & Part Time Wages	500130	38,750	52,800	\$14,050	36.3%
Retirement Contributions	500210	114,150	124,050	\$9,900	8.7%
FICA	500250	84,950	90,150	\$5,200	6.1%
Health Insurance	500260.01	122,700	141,800	\$19,100	15.6%
Unemployment Insurance	500260.02	3,950	3,350	-\$600	-15.2%
Workers Comp	500280	3,050	3,750	\$700	23.0%
TOTAL PAYROLL		\$1,502,050	\$1,573,350	\$71,300	4.7%
ADMINISTRATIVE					
Auditing and Accounting	504510	\$7,350	\$5,825	-\$1,525	-20.7%
Automobiles	502040	7,000	7,300	\$300	4.3%
Building Rental	505820.01	112,400	115,550	\$3,150	2.8%
Utilities	505820.02	10,900	11,300	\$400	3.7%
Bldg. Supplies/Repair	505820.03	4,350	5,250	\$900	20.7%
Office Cleaning	505820.04	11,100	11,850	\$750	6.8%
Credit Card Fees	502070	4,800	5,000	\$200	4.2%
Data Processing	502140	1,500	1,050	-\$450	-30.0%
Dues and Subscriptions	502290	36,850	36,475	-\$375	-1.0%
Equipment Repair	502750	19,300	20,850	\$1,550	8.0%
Insurance Premiums	502230	12,600	13,000	\$400	3.2%
Minor Office Furn/Supplies	501190	1,050	4,200	\$3,150	300.0%
Misc. A & G	501260	17,450	22,000	\$4,550	26.1%
Office Supplies	501240	8,050	7,600	-\$450	-5.6%
Other Professional Services	504580	2,800	3,000	\$200	7.1%
Postage and Freight	502220	9,200	11,500	\$2,300	25.0%
Printing and Binding	502380	300	0	-\$300	-100.0%
Telephone	505550	15,150	16,800	\$1,650	10.9%
Training Expense	504590	26,850	41,000	\$14,150	52.7%
TOTAL ADMINISTRATIVE		\$309,000	\$339,550	\$30,550	9.9%
MARKETING					
ADVERTISING					
Ad Production	505010	\$115,200	\$229,000	\$113,800	98.8%
Billboards	505020	157,200	128,000	-\$29,200	-18.6%
Brochures and Printed Material	505030	114,350	179,200	\$64,850	56.7%
Direct Mail	505050	39,950	68,575	\$28,625	71.7%
Digital Advertising	505060.01	418,600	395,000	-\$23,600	-5.6%
Other Advertising	505060.02	729,000	460,000	-\$269,000	-36.9%
Print Advertising	505070	206,350	127,500	-\$78,850	-38.2%
Radio & TV Advertising	505080	260,000	185,000	-\$75,000	-28.8%
TOTAL ADVERTISING		\$2,040,650	\$1,772,275	-\$268,375	-13.2%
TRAVEL					

<u>Travel Expenses</u>	505690	\$39,300		\$44,850		\$5,550	14.1%
OTHER MARKETING							
<u>Market Research</u>	502470	\$62,450		\$52,525		-\$9,925	-15.9%
<u>Group Incentives</u>	502120	80,000		79,450		-\$550	-0.7%
<u>Entertainment</u>	502200	5,800		10,725		\$4,925	84.9%
<u>Exhibition Fees</u>	504640	43,050		51,325		\$8,275	19.2%
<u>FAM Tour Expense</u>	504650	19,400		23,600		\$4,200	21.6%
<u>Misc. Marketing Expense</u>	502280.01	24,300		26,275		\$1,975	8.1%
<u>Misc. Convention Marketing</u>	502280.02	27,900		40,450		\$12,550	45.0%
<u>Digital Marketing</u>	502280.03	82,650		155,650		\$73,000	88.3%
<u>Airport/Expo Concession Fees</u>	502280.04	2,500		1,600		-\$900	-36.0%
<u>Photo Processing</u>	502360	0		0		\$0	N/A
<u>Public Relations</u>	502400.01	17,650		54,600		\$36,950	209.3%
<u>Event Public Relations</u>	502400.02	9,300		12,900		\$3,600	38.7%
<u>Annual Banquet Expenses</u>	502400.03	20,000		25,450		\$5,450	27.3%
<u>Specialty Items</u>	504620	24,800		25,900		\$1,100	4.4%
<u>Receptions</u>	504660	4,650		2,700		-\$1,950	-41.9%
TOTAL OTHER MARKETING		\$424,450		\$563,150		\$138,700	32.7%
TOTAL MARKETING		\$2,504,400		\$2,380,275		-\$124,125	-5.0%
CONVENTION SERVICES							
<u>Misc. Convention Services</u>	504540.01	\$3,250		\$3,500		\$250	7.7%
<u>Convention Housing Expenses</u>	504540.02	1,600		5,500		\$3,900	243.8%
<u>Shuttle Service</u>	504610	2,150		0		-\$2,150	-100.0%
TOTAL CONVENTION SERVICES		\$7,000		\$9,000		\$2,000	28.6%
CONTINGENCY							
<u>Contingency</u>	502780	\$365,250		\$0		-\$365,250	-100.0%
CAPITAL EXPENSES							
<u>Office Furniture and Equipment</u>	508110.01	\$0		\$0		\$0	N/A
<u>Bldg. Improvement Expenses</u>	508110.02	0		0		\$0	N/A
<u>Computer Hardware</u>	501220	3,450		7,500		\$4,050	117.4%
<u>Computer Software</u>	501230	10,300		12,025		\$1,725	16.7%
<u>Other Equipment</u>	508170	600		0		-\$600	-100.0%
<u>Destination Springfield</u>	508220	0		0		\$0	N/A
TOTAL CAPITAL EXPENSES		\$14,350		\$19,525		\$5,175	36.1%
TOTAL BUREAU EXPENSES		\$4,702,050		\$4,321,700		-\$380,350	-8.1%
		REVENUE		\$4,321,700			
		PROFIT/LOSS		\$(0)			



EXPLANATION TO COUNCIL BILL 2023-148 (LEE)

FILED: 05/18/2023

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to support the arts and cultural tourism in the community.

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to support the arts and cultural tourism in the community .

BACKGROUND INFORMATION: The Arts Council is a nonprofit corporation located in the Old Creamery Building in Jordan Valley Park and is organized to promote the visual and performing arts in Springfield, Missouri by providing facilities and serving as a coordinating agency for various groups, such as Springfield Little Theatre, Ozarks Lyric Opera, Springfield Ballet, Springfield Symphony Orchestra, Film & Media Association of Springfield, First Friday Art Walk, Springfield Contemporary Theatre, Sculpture Walk Springfield, Any Given Child, Men's Chorus of the Ozarks, and many others.

The Arts Council will receive four and one-half percent (4.5%) of the five percent hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code in exchange for supporting the arts and cultural tourism in the community. Entering into an agreement will continue the funding of the Arts Council from the City's hotel/motel gross receipts tax. The City estimates that the Art Council's portion of the hotel/motel gross receipts tax for Fiscal Year 2023-2024 will be approximately \$322,200.

REMARKS: The Arts Council has a 21-member board and has a full-time Executive Director, Programs/Exhibition Director, Marketing/Development Director, Operations Manager, and a part-time Bookkeeper and Exhibitions Manager. In addition, there are several active volunteers who help with major events and projects. The SRAC has developed a solid internship program with local universities. In addition to the Hotel/Motel tax contribution outlined herein, the Arts Council's operations are funded through memberships, festival/event proceeds, grants, and donations.

Submitted By: David Holtmann, Director of Finance

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Deputy City Manager 5/25/2023

- Attachments:**
1. Springfield Regional Arts Council Annual Contract_ord
 2. Exhibit A- Contract Draft Spfd Regional Arts Council Hotel Motel
Tax 23 24
 3. SRAC attachment

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 05-30-23

Sponsored by: Lee

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023- _____

SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to support the arts and cultural tourism in the community.

WHEREAS, the Springfield Regional Arts Council, Inc. ("Arts Council") is a nonprofit corporation organized to promote the visual and performing arts in Springfield, Missouri by providing facilities and serving as a coordinating agency for various groups, such as Springfield Little Theatre, Ozarks Lyric Opera, Springfield Ballet, Springfield Symphony Orchestra, Film & Media Association of Springfield, First Friday Art Walk, Springfield Contemporary Theatre, Sculpture Walk Springfield, Any Given Child, Men's Chorus of the Ozarks, and many others; and

WHEREAS, pursuant to a ballot measure approved by voters on April 4, 2023, the Arts Council is to receive four and one-half percent (4.5%) of the five percent (5%) hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code in exchange for supporting the arts and cultural tourism; and

WHEREAS, the City estimates that the Art Council's portion of the hotel/motel gross receipts tax for Fiscal Year 2023-2024 will be approximately \$322,200.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into an agreement with the Springfield Regional Arts Council, Inc., said agreement to be substantially in form and content as that document attached hereto and incorporated herein by this reference as "Exhibit A."

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

35 Passed at meeting: _____

36
37 _____
38 Mayor

39
40 Attest: _____, City Clerk

41
42 Filed as Ordinance: _____

43
44
45 Approved as to form: _____, Assistant City Attorney

46
47
48 Approved for Council action: _____, City Manager

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE July 1, 2023	TERMINATION DATE JUNE 30, 2024	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 Boonville, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1625 Fax: (417) 864-1030 Attn: David Holtmann, Director of Finance		Springfield Regional Arts Council, Inc. 411 N. Sherman Parkway Springfield, MO 65802 Phone: (417) 862-2787 Fax: (417) 888-2322 Attn: Leslie Forrester	

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Springfield Regional Arts Council, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote the visual and performing arts within the Greater Springfield Missouri area in accordance with the Scope of Services attached as *Exhibit 1*, and

WHEREAS, the City desires to retain the services of the Contractor to promote the visual and performing arts in the City by providing to Contractor an annual sum equal to four and one-half percent (4.5%) of the proceeds of the City's Hotel and Motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code.

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

- TERM. The term of this Agreement shall be from July 1, 2023, to June 30, 2024, subject to any changes to which both parties may subsequently assent in writing.
- SCOPE OF SERVICES. The City will engage the services of the Contractor to establish and perform the services described in *Exhibit 1*, which is attached hereto and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities described in *Exhibit 1*.
- AGREEMENT ADMINISTRATION. The City designates the City Manager (or their designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the Executive Director of Contractor (or their designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

- FURNISHING INFORMATION. All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. COPYRIGHTS. The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. Annual Reports: The Contractor shall submit an administrative progress report to the City, on an annual basis, which describes the work performed during the fiscal year. This report shall be submitted within sixty (60) days of the termination of this contract. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. Personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor shall perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence upon contract execution and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made monthly by the City by check solely from City's proceeds of the hotel/motel gross receipts tax authorized by Article V, Chapter 70 of the Springfield City Code with Contractor's share thereof to be four and one-half percent (4.5%) of the City's proceeds from said gross receipts tax.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor shall cease all work and all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Contractor for City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor.

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

13. RIGHT OF AUDIT.

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. **DISCRIMINATION.** 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.

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

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

15. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. **INDEMNIFICATION AND LIABILITY.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise, shall be greater in amount than the total reimbursement under Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. **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.

18. **APPLICABLE LAWS.** The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. **JURISDICTION.** The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. **NOTICES.** All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to Contractor), or by first class mail addressed to City or Contractor at the addresses shown above. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX

transmission or electronic mail (if to Contractor) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

21. ENTIRE AGREEMENT. This agreement, including any attachments or exhibits, contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. CONTINGENCIES. This Agreement is contingent upon the Contractor maintaining its not-for-profit corporation status as defined by the Internal Revenue Code in Section 501 (c) (6).

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

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 designee

SPRINGFIELD REGIONAL ARTS COUNCIL, INC.

By: _____

Name & Title: _____

Electronic mail address for notice purpose:

Attest:

Corporate Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By: _____

City Manager or designee

EXHIBIT 1

The Springfield Regional Arts Council's mission is to transform lives and enrich our Community through the Arts.

Responsibilities include:

- A. Working with the local art agencies, serving as the focal communications point for community relations and providing collaborative opportunities.
- B. Developing and operating the City-owned Creamery Arts Center.
- C. Promoting and supporting the visual and performing arts for local organizations.
- D. Sponsoring festivals as a community and tourism outreach.



EXPLANATION TO COUNCIL BILL 2023-149 (CARROLL)

FILED: 05/18/2023

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to promote the attraction of sporting events to the community.

PURPOSE: To authorize the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in an amount equal to four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to promote the attraction of sporting events to the community.

BACKGROUND INFORMATION: The Greater Springfield Area Sports Commission, Inc., ("Commission") is a non-profit corporation organized in 1999 for the purpose of enhancing the quality of life and stimulating economic growth in the Springfield area, by promoting the area as a host city for quality national and regional sporting events and other ancillary activities.

The Commission will receive four and one-half percent (4.5%) of the five percent hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code in exchange for attracting and hosting sporting events. The City estimates that the Commission's portion of the hotel/motel gross receipts tax for Fiscal Year 2023-2024 will be approximately \$322,200. Entering into an agreement will continue the funding of the Commission from the City's hotel/motel gross receipts tax.

REMARKS: The Board of Directors consists of twelve perpetual members representing the City, Park Board, City Utilities, Convention & Visitors Bureau, Chamber of Commerce, Springfield R-12 School District, Missouri State University, Drury University, Evangel University, the Greene County Agricultural and Mechanical Society of Springfield, Missouri (Ozark Empire Fair), the Springfield Cardinals, and the Missouri Sports Hall of Fame, and other directors as elected.

The Springfield Convention & Visitors Bureau manages and provides administrative support for the Commission.

Submitted By: David Holtmann, Director of Finance

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Deputy City Manager 5/24/2023

- Attachments:**
1. Greater Springfield Area Sports Commission Annual Contract_ord
 2. Exhibit A- Contract Draft Sports Commission Hotel Motel Tax FY 23 24 JB 5.18.23
 3. FY24 Sports Commission Scope of Services (002)

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 05-30-23

Sponsored by: Carroll

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-149

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the
2 Greater Springfield Area Sports Commission, Inc., in an amount to
3 equal four and one-half percent (4.5%) of the City's proceeds from the
4 hotel/motel gross receipts tax to promote the attraction of sporting
5 events to the community.
6 _____
7

8 WHEREAS, the Greater Springfield Area Sports Commission, Inc.,
9 ("Commission") is a non-profit corporation, organized in 1999 for the purpose of
10 enhancing the quality of life and stimulating economic growth in the Springfield area by
11 promoting the City as a host city for quality national and regional sporting events and
12 other ancillary activities; and
13

14 WHEREAS, pursuant to a ballot measure approved by voters on April 4, 2023,
15 the Commission is to receive four and one-half percent (4.5%) of the five percent (5%)
16 hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield
17 City Code in exchange for attracting and hosting sporting events; and
18

19 WHEREAS, the City estimates that the Commission's portion of the hotel/motel
20 gross receipts tax for Fiscal Year 2023-2024 will be approximately \$322,200.
21

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

25 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
26 an agreement with the Greater Springfield Area Sports Commission, Inc., said
27 agreement to be substantially in form and content as that document attached hereto
28 and incorporated herein by this reference as "Exhibit A."
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30 Section 2 – This Ordinance shall be in full force and effect from and after
31 passage.
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33 Passed at meeting: _____
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bunn, Assistant City Attorney

Approved for Council action: Juan C. Hays City Manager

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE July 1, 2023	TERMINATION DATE June 30, 2024	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 N. Boonville Ave, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1625 Attn: David Holtmann, Director of Finance		Greater Springfield Area Sports Commission, Inc. 815 E. St. Louis Street, Suite 100 Springfield, MO 65806 Phone: (417) 881-5300 Attn: Tonia Castaneda	

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Greater Springfield Sports Commission, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote sports and sporting events within the Greater Springfield Missouri area in accordance with the Scope of Services attached as **Exhibit 1**, and

WHEREAS, the City desires to retain the services of the Contractor to promote sports and sporting events in the City by providing to Contractor an annual sum equal to four and one-half percent (4.5%) of the proceeds of the City's Hotel and Motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code.

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

1. **TERM.** The term of this Agreement shall be from July 1, 2023, to June 30, 2024, subject to any changes to which both parties may subsequently assent in writing.

2. **SCOPE OF SERVICES.** The City will engage the services of the Contractor to establish and perform services which are more particularly described in **Exhibit 1**, which is attached hereto and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities described in **Exhibit 1**.

3. **AGREEMENT ADMINISTRATION.** The City designates the City Manager (or their designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the President of the Greater Springfield Area Sports Commission, Inc. (or their designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. **FURNISHING INFORMATION.** All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. **COPYRIGHTS.** The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. **Annual Reports:** The Contractor shall submit an administrative progress report to the City, on an annual basis, which describes the work performed during the fiscal year. This report shall be submitted within sixty (60) days of the termination of this contract. This report shall be a synopsis and evaluation of the activity undertaken.

B. **Other Reports:** The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. The Contractor will secure such personnel as are authorized in its board-approved budget. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor will perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence on July 1, 2023 and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made monthly by the City by check solely from City's proceeds of the hotel/motel gross receipts tax authorized by Article V, Chapter 70 of the Springfield City Code with Contractor's share thereof to be four and one-half percent (4.5%) of the City's proceeds from said gross receipts tax.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor shall cease all work and all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Contractor for City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor.

12. CITY - CONFLICT OF INTEREST. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement which is in violation of Section 19.16 of the Springfield City Charter. A violation of this provision renders the Agreement void. No applicable federal regulations or applicable provisions in RSMo. Section 105.450 et seq. shall be violated.

13. RIGHT OF AUDIT.

A. **Contractor's Books and Records:** The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at its own expense, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. **Subcontractor's Books and Records:** The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. DISCRIMINATION. 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.S(a) and 41 C.F.R. § 60-741.S(a), if applicable.

A. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.S(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 41C.F.R. § 60-741.S(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.

15. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise, shall be greater in amount than the total reimbursement under Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. 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.

18. APPLICABLE LAWS. The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. JURISDICTION. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. NOTICES. All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City at 840 Boonville, Springfield, Missouri 65802, and the Contractor at 815 E. St. Louis, Street, Suite 100, Springfield, Missouri 65806-4048. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

21. ENTIRE AGREEMENT. This agreement, including any attachments or exhibits, contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. CONTINGENCIES. This Agreement is contingent upon the Contractor maintaining its not-for-profit corporation status and maintaining a board of directors and status as follows:

A. A not-for-profit corporation as defined by the Internal Revenue Code in Section 501 (c) (6).

B. The Board of Directors shall include ten (10) perpetual members, one of each of whom shall be selected by the following organizations: City of Springfield, Missouri; Springfield/Greene County Park Board; Springfield Convention and Visitors Bureau; Springfield Area Chamber of Commerce; Springfield R-12 School District; Missouri State University; Drury University; The Greene County Agricultural and Mechanical Society of Springfield, Missouri (Ozark Empire Fair); City Utilities; and Evangel University. The at-large members of the Board will be elected by a simple majority of the perpetual members. At large directors may be elected for successive terms. Perpetual members shall serve until their resignation or replacement by their sponsoring organization. All officers shall be elected by majority vote for one (1) year terms.

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

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 designee

GREATER SPRINGFIELD AREA SPORTS COMMISSION, INC.

By: _____

Name & Title: _____

Attest:

Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee

Exhibit 1

Scope of Services Greater Springfield Area Sports Commission, Inc.

The Greater Springfield Area Sports Commission, Inc. is managed by the Springfield Convention & Visitors Bureau, Inc. and works with the Bureau to increase economic activity in the City of Springfield by attracting national and regional sporting events. Specific objectives and action plans for the Bureau and Sports Commission to attract national and regional sporting events can be found in the Bureau's 2023-2024 Business Plan.

General services to be performed by the Greater Springfield Area Sports Commission, Inc. shall include:

- Marketing the Springfield area to national and regional sporting event planners as a host city for such events.
- Working with sporting event planners to secure local venues for their events.
- Negotiating sleeping room rates and room blocks for event planners.
- Acting as a clearing house for scheduling of sporting events.
- Assisting local organizations by acting as sponsor for new and existing sporting events.
- Assisting local groups in the recruitment and organization of volunteers to staff such sporting events.
- Hosting an annual awards banquet recognizing area high school athletes and teams.



EXPLANATION TO COUNCIL BILL 2023-151 (HARDINGER)

FILED: 05/18/2023

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into a Memorandum of Understanding with City Utilities of Springfield, for the purpose of mutually terminating the Joint Venture Landfill Gas-to-Energy Project; and to approve a budget adjustment for Fiscal Year 2022-2023 for the Department of Environmental Services in the amount of \$1,848,568.30 to appropriate retained earnings from the Solid Waste Fund for the acquisition all electric generating equipment and all other remaining assets associated with the Project.

PURPOSE: To authorize the City Manager, or his designee, to enter into a Memorandum of Understanding with City Utilities of Springfield, for the purpose of terminating the 2005 Memorandum of Understanding affirming a Joint Venture Landfill Gas to Energy Project; and to approve a budget adjustment for Fiscal Year 2022-2023 for the Department of Environmental Services in the amount of \$1,848,568.30 to appropriate retained earnings from the Solid Waste Fund for the acquisition all Electric Generating equipment and all other remaining assets associated with the project.

BACKGROUND INFORMATION: Special Ordinance No. 24771 was passed by City Council on April 18, 2005 and authorized the City to enter into a Memorandum of Understanding ("MOU") with City Utilities of Springfield, Missouri on a Joint Venture Landfill Gas to Energy ("LFGTE") Project.

For more than 15 years, the City and City Utilities successfully operated the LFGTE project, which consisted of a 3.2 gross MW, multi-unit, electric generation system, fueled by methane gas produced by the City's Noble Hill Municipal Landfill. This renewable energy project generated electricity, which was connected to the electric distribution system owned and operated by City Utilities.

The 2005 MOU and 2007 Joint Venture Operating Plan outlined the process by which revenue generated from the production of electrical power would be used to pay for the capital investment and operating expenses associated with the project. The agreement also provided that any new capital investments in the LFGTE project would be included in the annual budgeting and cost recovery process.

Due to federal air quality regulations, the City of Springfield is required to make a significant horizontal and vertical expansion of the landfill gas collection and condensate treatment system. This expansion project has been an anticipated part of the landfill operating plan for several years.



The landfill gas collection expansion project will be a significant investment for the City and will be well beyond the of the remaining value of the LFGTE project. Adding this large capital investment to the existing agreement will create a significant change in the cash flow that was anticipated in the original agreement.

Since the 2005 MOU, the Department of Environmental Services has gained considerable experience with operating similar engine generators at the Southwest Wastewater Treatment Plant and is in a position to operate the generators going forward.

Both the City and City Utilities agree that the project has been successful, but with the impending capital improvements at the landfill, and the remaining value of the Engine Generators and project assets, it is in the mutual best interest of both parties to terminate the joint project and sell the remaining assets to the City.

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

Submitted By: Erick Roberts, Assistant Director of Environmental Services

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 5/24/2023

- Attachments:**
1. Noble Hill Landfill Renewable Energy Center
 2. Noble Hill Landfill Renewable Energy Center_EXH A
 3. Noble Hill Landfill Renewable Energy Center_EXH B
 4. Noble Hill Landfill Renewable Energy Center BA_EXH C

One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed 05-30-23

Sponsored by Hardinger

First Reading

Second Reading

COUNCIL BILL 2023-151

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Memorandum of
2 Understanding with City Utilities of Springfield, for the purpose of
3 mutually terminating the Joint Venture Landfill Gas-to-Energy Project;
4 and to approve a budget adjustment for Fiscal Year 2022-2023 for the
5 Department of Environmental Services in the amount of
6 \$1,848,568.30 to appropriate retained earnings from the Solid Waste
7 Fund for the acquisition all electric generating equipment and all other
8 remaining assets associated with the Project.
9

10
11 WHEREAS, in 2005, the City of Springfield and City Utilities ("CU") entered into a
12 Memorandum of Understanding (Special Ordinance 24771) to cooperatively develop a
13 Joint Venture Landfill Gas-To-Energy Project (hereinafter "LFGTE Project") that would
14 collect methane gas at the City of Springfield Noble Hill Municipal Landfill and use it to
15 generate electrical energy, with a projected 3.2 megawatts of generated power; and
16

17 WHEREAS, the City/CU Joint Venture Project successfully generated gross
18 megawatts of renewable energy, which was connected to the electric distribution
19 system owned and operated by CU; and
20

21 WHEREAS, the 2005 Memorandum of Understanding, along with the
22 corresponding Joint Venture Operating Plan, obligate both parties to share in capital
23 costs associated with the Landfill Gas Collection and Condensate Treatment System
24 ("GCCTS"); and
25

26 WHEREAS, according to Title 40 of the Code of Federal Regulations, the Noble
27 Hill Municipal Landfill is required to make a significant horizontal and vertical expansion
28 of the Landfill GCCTS to meet Non-methane Organic Compound ("NMOC") emission
29 standards, which expansion project has been anticipated, and in the landfill operating
30 plan for several years, and will require a significant capital investment by the City; and
31

32 WHEREAS, after eighteen years, both parties agree that although the project has
33 been successful, with the impending capital improvements to the Landfill GCCTS, there

will be a significant change in the cash flow projections anticipated in the original agreement; and

WHEREAS, in light of the above, it is in the mutual, best interest of City and City Utilities to terminate the joint Project and separate any joint effort resulting from the Project, including Project maintenance and operation responsibilities, Project revenue and expenses, and Project assets as described in "Exhibit A."

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into a Memorandum of Understanding with City Utilities of Springfield, for the purpose of terminating the original 2005 Memorandum of Understanding (2005-0937) and lease agreement (2005-1254) related to the Joint Venture Landfill Gas to Energy Project, and delineating ownership, duties, and responsibilities of each party as to the remaining assets and operating documents, including the Credits Management Plan, said MOU to be substantially in form and content as that document attached hereto and incorporated herein by reference as "Exhibit B" and to do those things reasonably necessary to carry out the intent of this council bill, including execution of any documentation required to terminate the joint venture and allow the City to proceed with managing the LFGTE Project provided said documentation is in a form approved by the City Attorney.

Section 2 – The budget for the Fiscal Year 2022-2023 of the Department of Environmental Services of the City of Springfield is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 065, a copy of which is attached hereto to and incorporated herein by reference as "Exhibit C."

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

Section 4 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

80
81 Approved as to form: Jim Millington, Deputy City Attorney
82
83
84 Approved for Council action: Jason A. Hays, City Manager

EXHIBIT A

Asset ID	Product	Profile ID	Descr	Class	Location	Acq Date	Sum	COST	DEPR_LTD	Monthly	NBV	Category
							Quantity			DEPR		
000000058512110000	E341FENCE	Fence	FENCE	LFG000	2006-05-01	1		26,098.20	18,703.67	93.52	7,394.53	POTH
000000058513110000	E341RDP	Roadway And Paving	RDP	LFG000	2006-05-01	1		31,098.32	22,287.18	111.44	8,811.14	POTH
000000058514110000	E341LTPWR	Light And Power System	BLDGS	LFG000	2006-05-01	1		396,401.90	284,088.00	1,420.44	112,313.90	POTH
000000058515110000	E341STRUCT	Structure	BLDGS	LFG000	2006-05-01	1		350,618.29	251,276.49	1,256.38	99,341.80	POTH
000000058516110000	E341STRUCT	Plumbing & HVAC	BLDGS	LFG000	2006-05-01	1		66,221.12	47,458.49	237.29	18,762.63	POTH
000000058517110000	E341YARD	Yard Improvements	BLDGS	LFG000	2006-05-01	1		52,440.30	37,582.16	187.91	14,858.14	POTH
000000058518110000	E341YARD	Building/Eng Gen Foundation	BLDGS	LFG000	2006-05-01	1		175,857.94	126,031.51	630.16	49,826.43	POTH
000000058519110000	E341YARD	Transformer Pads	BLDGS	LFG000	2006-05-01	2		8,536.79	6,118.00	30.59	2,418.79	POTH
000000058520110000	E341YARD	Oil Storage Tank Containment	BLDGS	LFG000	2006-05-01	1		18,293.13	13,110.00	65.55	5,183.13	POTH
000000058521110000	E345XFRM	Step Up Transformer	TURBINE	LFG000	2006-05-01	1		103,661.06	60,469.03	302.35	43,192.03	POTH
000000058523110000	E344LUBE01	Oil Storage Tanks	TURBINE	LFG000	2006-05-01	2		48,781.67	28,456.00	142.28	20,325.67	POTH
000000058525110000	E342MCOND	Methane Condensation Remv Sys	TURBINE	LFG000	2006-05-01	1		30,488.55	20,833.84	104.17	9,654.71	POTH
000000058526110000	E341STRUCT	300 gal Water Storage Tank Sys	BLDGS	LFG000	2006-05-01	1		1,097.59	786.65	3.93	310.94	POTH
000000058527110000	E342MFILT	Methane Filtration System	TURBINE	LFG000	2006-05-01	1		229,273.86	156,670.48	783.35	72,603.38	POTH
000000058530110000	E344GEN01	Generator	TURBINE	LFG000	2006-06-01	1		1,643,938.56	954,169.57	4,794.82	689,768.99	POTH
000000058531110000	E344CNTLS	Turbine Controls	TURBINE	LFG000	2006-06-01	1		457,328.20	265,440.94	1,333.87	191,887.26	POTH
000000058532110000	E344COOL05	Cooling Sys Fogging System	TURBINE	LFG000	2006-06-01	1		589,038.72	341,887.97	1,718.03	247,150.75	POTH
000000081412110000	E341ROOF	EPDM Roof Sys over Metal Roof	BLDGS	LFG000	2015-06-01	1		42,030.50	13,705.44	150.61	28,325.06	POTH
000000085060110000	E341SECURI	E-Lock Security	TURBINE	LFG000	2015-05-01	1		1,449.48	1,111.29	12.08	338.19	POTH
000000085350110000	E315GENMT	NHIREC	PG OTHER	LFG000	2014-06-01	1		4,690.63	604.73	6.65	4,085.90	PSTM
000000102450110000	E341STRUCT	Noble Hill Stack Extension	BLDGS	LFG000	2021-11-01	1		232,552.20	11,666.36	833.31	220,885.84	POTH
000000102452110000	E341STRUCT	Noble Hill Stack Extension	BLDGS	LFG000	2021-11-01	0		1,188.73	59.64	4.26	1,129.09	POTH
								4,511,085.74	2,662,517.44	14,222.99	1,848,568.30	

**MEMORANDUM OF UNDERSTANDING TERMINATING
JOINT VENTURE LANDFILL GAS-TO-ENERGY PROJECT**

On this ____ day of _____, 2023, **CITY UTILITIES OF SPRINGFIELD, MISSOURI** (hereinafter “City Utilities”) and the **CITY OF SPRINGFIELD, MISSOURI** (hereinafter “City of Springfield”) entered into the following Memorandum of Understanding terminating the original 2005 Memorandum of Understanding concerning the Joint Venture Landfill Gas-to-Energy-Project (hereinafter ‘Project’):

I. Purpose:

WHEREAS, in 2005, the City of Springfield and City Utilities entered into a Memorandum of Understanding (Council Bill 2005-096) concerning the Joint Venture Landfill Gas-to-Energy-Project (hereinafter ‘Project’) for the productive use of the Noble Hill Landfill methane gas; and

WHEREAS, because the Project provided a mutual benefit to the community, the parties agreed to cooperatively develop a Joint Venture Landfill Gas-To-Energy (LFGTE) Project that would collect methane gas at the City of Springfield Municipal Landfill and utilize it in an efficient and beneficial manner for the production of electrical energy with a projected 3.2 MW of generated power to the electrical distribution system; and

WHEREAS, the 2005 Memorandum of Understanding, along with the corresponding Joint Venture Operating Plan, obligate both parties to share in capital costs associated with the Landfill Gas Collection and Condensate Treatment System (GCCTS); and

WHEREAS, according to Title 40 of the Code of Federal Regulations, the Noble Hill Municipal Landfill is required to make a significant horizontal and vertical expansion of the Landfill GCCTS to meet Non-methane Organic Compound (NMOC) emission standards. While this expansion project has been an anticipated part of the landfill operating plan for several years, it will require a significant capital investment by the City; and

WHEREAS, after eighteen years, both parties agree that the project has been successful, but with the impending capital improvements to the Landfill GCCTS, there will be a significant change in the cash flow projections anticipated in the original agreement; and

WHEREAS, given the City’s proximity to the engine generators and current experience with operating similar generators at the Southwest Wastewater Treatment Plant location, the City is in the best position to operate the engine generators going forward; and

WHEREAS, in light of the above, it is in the mutual, best interest of City and City Utilities to terminate the joint Project and separate any joint effort resulting from the Project, including Project assets, Project maintenance and operation responsibilities, and Project revenue and expenses; and

WHEREAS, City and City Utilities mutually agree the joint Project is terminated, and this Memorandum of Understanding Terminating Joint Venture Landfill Gas-to-Energy-Project (hereinafter 'Termination MOU') will serve to terminate the original MOU (2005-0937) and the lease agreement (2005-1254).

NOW, therefore, City and City Utilities mutually agree as follows:

II. Delineation of Responsibilities: Each party agrees to the following points of termination for the Project, as listed below:

A. City Utilities and the City of Springfield jointly agree:

1. All permits for the Landfill Gas-To-Energy (LFGTE) Project, including the Electric Generation System (EGS), and the Gas Collection and Condensate Treatment System (GCCTS), each a part of the LFGTE Project, shall remain or be transferred into the name of the City. City Utilities agrees to do all things necessary to transfer any permits into the City's name.
2. The City will purchase all remaining EGS equipment and other assets of the project, at their net book value, as listed in Exhibit A. Remaining assets will be transferred into the name of the City.
3. Any and all design plans, "Operations Plan", operations and maintenance activities, capital expenditures, and reporting requirements for all components of the Project will become the responsibility and property of the City. Included in this plan will be all budgets, maintenance schedules, planned outage schedules, construction (expansion) schedules, and emergency response protocols for equipment failures, gas well failures, etc.
4. The "Credits Management Plan" for all "credits," "allowances," and "attributes" (existing and future) produced by the Project, as well as all revenue from the sale or use of any "credits," "allowances," and "attributes" generated by the Project will be owned by the City.
5. The Parties agree to establish clear lines of demarcation between the GCCTS and EGS, and both parties agree that they will be responsible for liability issues related to their area of remaining responsibility concerning the GCCTS and EGS after termination of the Project.
6. All associated equipment and power distribution lines from City Utilities' metering point to the selected site are transferred back to City of Springfield with the termination of the Project.

B. The City of Springfield shall:

1. Operate, expand, modify, and maintain the EGS equipment at their sole discretion. Any power generated will be credited to the City at the sum of the Avoided Variable Cost of Energy Credit and the Fuel Adjustment Credit as adopted by CU.
2. Have the right to sell or find other purposes for any or all landfill gas not used by EGS.
3. Enter into a generator interconnection agreement with City Utilities to ensure the safe operation of the generator connected to City Utilities distribution system.

C. City Utilities shall:

1. Continue to provide the power distribution infrastructure necessary to operate the EGS and GCCTS.
2. Bill the City of Springfield for consumption of electricity at the site at the rate schedules approved by City Council.

The parties have signed this Memorandum of Understanding on the date first written above.

CITY OF SPRINGFIELD, MISSOURI

By _____

Title _____

Approved as to form and content:

City Attorney

CITY UTILITIES OF SPRINGFIELD, MISSOURI

By _____

Title _____

Approved as to form and content:

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
065

Revenues:

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

Expenditures:

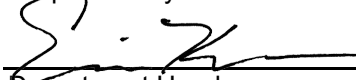
Fund	Dept	Org	Account	P&G	Location	Amount	Description
55010	08	33520	508170	000000	00000	1,848,568.30	2023 MOU Terminating City/CU Joint Venture Landfill Gas to Energy Project - Acquisition of All Electric Generating Equipment & All Other Assets Associated With the Project
Net Expenditure Adjustment						1,848,568.30	

Fund Balance Appropriation:

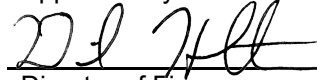
Fund	Title	Amount
55010	Solid Waste Fund	(1,848,568.30)

Explanation: To amend the FY2022-23 budget of the Department of Environmental Services by appropriating fund balance reserves of \$1,848,568.30 from the Solid Waste Enterprise Fund for the acquisition of all electric generating equipment and all other assets associated with the City/CU Joint Venture Landfill Gas to Energy Project due to project termination based on 2023 MOU.

Requested By:


Department Head 5-30-2023
Date

Approved By:


Director of Finance 5-30-2023
Date

Authorization:

Council Bill No. 2023-151
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date



EXPLANATION TO COUNCIL BILL 2023-152 (SIMPSON)

FILED: 05/18/2023

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance approving the plans and specifications for Battlefield Corridor Improvements – Lone Pine to Luster; accepting the bid of Hartman and Company, Inc., in the amount of \$1,394,971.04 for said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

PURPOSE: Approving the plans and specifications for Battlefield and Lone Pine Intersection Improvements, Plan No. 2020PW0089, and Battlefield Road and Luster Avenue Signal Replacement, Plan No. 2021PW0025, accepting the bid of Hartman and Company, Inc., for construction of the Battlefield Corridor Improvements Project Lone Pine to Luster, 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 includes signal and turn lane improvements at the intersection of Battlefield and Lone Pine as well as replacement of the traffic signal at Battlefield and Luster. Other improvements include new sidewalk and a connection to the Galloway Creek Greenway Trail. In addition, there will be some concrete pavement replacement on Battlefield between Lone Pine and Glenstone.

Bids were solicited for this project by advertising in the Daily Events from March 31, 2023, through April 4, 2023. Bids were opened for the project at 10:30 a.m. on May 2, 2023, with the following bid received:

<u>Contractor</u>	<u>Bid Amount with Add</u>
<u>Alternate</u>	
Hartman and Company, Inc.	\$1,394,971.04
Engineer's Estimate	\$1,109,874.18

The bid for the project was 25.7% above the Engineer's Estimate. Public Works believes that the bid received was reasonable due to the amount of work in the area and the increase in costs in today's market. Rebidding the project may result in delaying a portion of the project to the next construction season.

The low bid, if accepted, will be funded from the 1/4-cent Capital Improvements Sales Tax and 1/8-cent Transportation Sales Tax, and is already budgeted .

Supports the following City Council Priorities:



- Public Safety
- Quality of Place
- Economic Vitality

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

Submitted By: Martin Gugel, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 5/24/2023

Attachments:

1. Battlefield Corridor_ord
2. Battlefield Corridor_exhA
3. Battlefield Corridor_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 05-30-23

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-152

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for Battlefield Corridor Improvements –
2 Lone Pine to Luster; accepting the bid of Hartman and Company, Inc.,
3 in the amount of \$1,394,971.04 for said project; and authorizing the
4 City Manager, or his designee, to enter into a contract with such
5 bidder.
6 _____
7

8 WHEREAS, the City desires to make various improvements to the Battlefield
9 Road corridor in the area depicted on “Exhibit A,” which is attached hereto and
10 incorporated herein by this reference, specifically Battlefield and Lone Pine Intersection
11 Improvements, Plan No. 2020PW0089, and Battlefield Road and Luster Avenue Signal
12 Replacement, Plan No. 2021PW0025 (referred to collectively as the “Project”); and
13

14 WHEREAS, the Project includes signal and turn lane improvements at the
15 intersection of Battlefield and Lone Pine, replacement of the traffic signal at Battlefield
16 and Luster, concrete pavement replacement, a new sidewalk, and a connection to the
17 Galloway Creek Greenway Trail; and
18

19 WHEREAS, bids for the Project were solicited by advertisement in *The Daily*
20 *Events* from March 31, 2023, to April 4, 2023. Bids were opened on May 2, 2023; and
21

22 WHEREAS, Hartman and Company, Inc. is the lowest responsive and
23 responsible bidder for the Project.
24

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

28 Section 1 – City Council hereby approves the plans and specifications for the
29 Battlefield and Lone Pine Intersection Improvements, Plan No. 2020PW0089, and the
30 Battlefield Road and Luster Avenue Signal Replacement, Plan No. 2021PW0025, and
31 accepts the bid of Hartman and Company, Inc., for said Project, at the price and sum of
32 \$1,394,971.04, except as said sum may be lawfully increased or decreased by the
33 actual quantities of work units involved.

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

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

49
50 Section 4 – This Ordinance shall be in full force and effect from and after
51 passage.

52
53 Passed at meeting: _____

54
55 _____
56 Mayor

57
58 Attest: _____, City Clerk

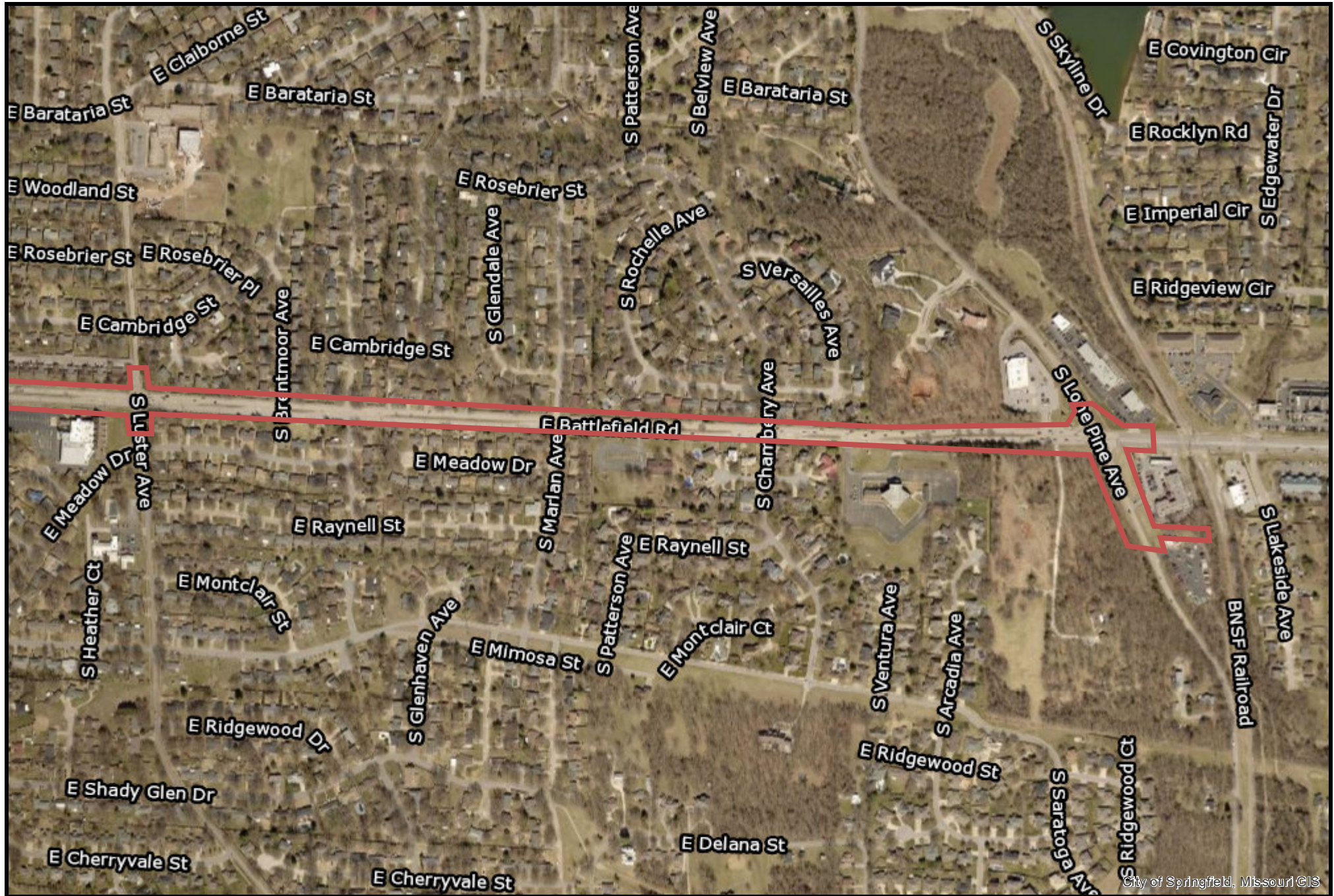
59
60 Filed as Ordinance: _____

61
62 Approved as to form:  _____, Assistant City Attorney

63
64
65 Approved for Council action:  _____ City Manager
66

Battlefield Corridor Improvements

Exhibit A



ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1932 FAX: (417) 864-1983 ATTN: NICHOLAS EDELMAN, PE DEPT.: PUBLIC WORKS		NAME: HARTMAN & COMPANY, INC ADDRESS: 1200 E. WOODHURST DRIVE J-200 SPRINGFIELD, MO. 65804 PHONE: (417) 882-2062 FAX: ATTN: DEAN HARTMAN	

AGREEMENT

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

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

BATTLEFIELD CORRIDOR IMPROVEMENTS – LONE PINE TO LUSTER

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 150 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 **\$1,394,971.04 (One Million Three Hundred Ninety-Four Thousand Nine Hundred Seventy-One Dollars and 4 Cents)** (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 \$5,900 for Schedule A,B,D, and add alternate E per day and \$2,800 for Schedule C 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 **\$1,394,971.04 (One Million Three Hundred Ninety-Four Thousand Nine Hundred Seventy-One Dollars and 4 Cents)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished

hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees, unless such employees hold documentation of prior completion of the program, within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

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

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

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

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

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

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:

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



**EXPLANATION TO THE CITY MANAGER RECOMMENDS THE FOLLOWING
REAPPOIN**

FILED: 05/25/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



**EXPLANATION TO THE PUBLIC INVOLVEMENT COMMITTEE RECOMMENDS THE
FO**

FILED: 05/31/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



**EXPLANATION TO THE PUBLIC INVOLVEMENT COMMITTEE RECOMMENDS THE
FO**

FILED: 05/31/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



**EXPLANATION TO THE PUBLIC INVOLVEMENT COMMITTEE RECOMMENDS THE
FO**

FILED: 05/31/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



**EXPLANATION TO THE PUBLIC INVOLVEMENT COMMITTEE RECOMMENDS THE
FO**

FILED: 05/31/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



**EXPLANATION TO THE PUBLIC INVOLVEMENT COMMITTEE RECOMMENDS THE
FO**

FILED: 05/31/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



**EXPLANATION TO THE MAYOR RECOMMENDS THE FOLLOWING
REAPPOINTMENT T**

FILED: 05/31/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



**EXPLANATION TO THE CITY MANAGER RECOMMENDS THE FOLLOWING
APPOINTM**

FILED: 05/31/2023

ORIGINATING DEPARTMENT: City Clerk

TITLE:

PURPOSE:

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: None



EXPLANATION TO COUNCIL BILL 2023-153 (MCGULL)

FILED: 05/16/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Greenday Industrial Park Subdivision, generally located at 2801 North Le Compte Road, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Greenday Industrial Park Subdivision, generally located at 2801 North Le Compte Road upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

A. An original Preliminary Plat of Greenday Industrial Park Subdivision dated January 16, 2023, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B."

B. The Planning and Zoning Commission held a public hearing on May 11, 2023, and approved the Preliminary Plat by a vote of 7 to 0, subject to the following conditions:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements, and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. It is determined that the public interest requires assurance concerning adequate

maintenance of common space areas and improvements. The restrictive covenants, rules, and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5.The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.

6.All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit, or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section. Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

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

REMARKS: Staff recommends approval.

Submitted By: Bob Hosmer, Planning Manager

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 5/22/2023

Attachments:

1. Greenday Industrial Park Subdivision_ord
2. Greenday Industrial Park Subdivision_exhA
3. Greenday Industrial Park_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. 18
Filed: 05-30-23

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-153

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Greenday Industrial Park Subdivision,
4 generally located at 2801 North Le Compte Road, upon the applicant
5 filing and recording a final plat that substantially conforms to the
6 preliminary plat; and authorizing the City Clerk to sign the final plat
7 upon compliance with all the terms of this Ordinance. (Staff
8 recommends that City Council accept the public streets and
9 easements.)
10 _____
11

12 WHEREAS, an original Preliminary Plat of Greenday Industrial Park Subdivision,
13 dated January 16, 2023, is on file with the City's Department of Planning and
14 Development; and
15

16 WHEREAS, the Planning and Zoning Commission of the City of Springfield,
17 Missouri, held a public hearing and conditionally approved the Preliminary Plat of
18 Greenday Industrial Park Subdivision, which is generally located at 2801 North Le
19 Compte Road, on May 11, 2023, a copy of the Record of Proceedings from said public
20 hearing being attached hereto and incorporated herein by this reference as "Exhibit A."
21

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

25 Section 1 – City Council hereby authorizes the Director of Planning and
26 Development, on behalf of the City of Springfield, to accept the land, easements, and
27 improvements dedicated to the City, as shown on the Preliminary Plat of Greenday
28 Industrial Park Subdivision, which is generally located at 2801 North Le Compte Road,
29 as approved by the Planning and Zoning Commission. The original plat of Greenday
30 Industrial Park Subdivision is on file in the Department of Planning and Development
31 ("Approved Preliminary Plat"), a reduced version of which is attached hereto for general
32 reference as "Exhibit B – Attachment 3." All of "Exhibit B," including attachments, is
33 incorporated herein by this reference.

34 Section 2 – The Director of Planning and Development shall be authorized to
35 accept the land, easements, and improvements dedicated to the City, as shown on said
36 plat, upon the applicant filing and recording a final plat in accordance with this
37 Ordinance and the Subdivision Regulations of the City, which final plat shall
38 substantially conform to the Approved Preliminary Plat, including those conditions
39 described in “Exhibit B – Attachment 2,” and upon the Director of Public Works certifying
40 to the Director of Planning and Development and the City Clerk that the public
41 improvements have been made in accordance with City standards and specifications.
42 Said public improvements shall not be accepted until the occurrence of all conditions
43 referenced herein and in “Exhibit B – Attachment 2.”
44

45 Section 3 – The final plat shall not be recorded until: (1) the public improvements
46 relating to the Approved Preliminary Plat have been constructed according to the
47 specifications of the City of Springfield, Missouri, and are approved by the Director of
48 Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned
49 by or in connection with the construction of said improvements have been paid to the
50 City; or (2) in lieu of the construction of the improvements, that the Applicant has filed
51 with the City Manager, according to the terms of the Subdivision Regulations of the City,
52 the prescribed financial assurances in a form acceptable to the City to ensure the
53 construction of the improvements and the payment to the City of all engineering fees,
54 permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the
55 construction of the improvements.
56

57 Section 4 – Upon compliance with all the requirements of this Ordinance,
58 including the conditions described in “Exhibit B – Attachment 2,” the City Clerk is hereby
59 authorized to endorse City Council’s approval upon the final plat pursuant to Section
60 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public
61 Improvements contained therein.
62

63 Section 5 – This Ordinance shall be in full force and effect from and after its
64 passage.
65

66 Passed at meeting: _____
67

68 _____
69 Mayor
70

71 Attest: _____, City Clerk
72

73 Filed as Ordinance: _____
74

75
76 Approved as to form: Jill Burris, Assistant City Attorney
77

78
79 Approved for Council action: Jason A. Hage, City Manager

EXHIBIT A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – GREENDAY INDUSTRIAL PARK SUBDIVISION

Preliminary Plat of Greenday Industrial Park
2801 North LeCompte Road
Applicant: Greenday Investments, LLC

Mr. Hosmer stated that this is a request to subdivide approximately 18.75 acres of property generally located at 2801 North Le Compte Road into three (3) lots.

Mr. Jobe opened the public hearing.

No applicant.

Discussion on the process without the applicant present.

Ms. Burris noted that applicant does not need to be present for a preliminary plat.

Commission noted they would like to make a motion to continue to public hearing.

COMMISSION ACTION: (continue without applicant)

Mr. Knuckles motioned to **continue** the public hearing without the applicant present for Preliminary Plat of Greenday Industrial Park (2801 North LeCompte Road). Mr. Pauly seconded the motion. Ayes: Jobe, Colony, Knuckles, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven and Lebeck.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Preliminary Plat of Greenday Industrial Park (2801 North LeCompte Road) subject to the conditions listed in Attachment 2 of the staff report on this item. Ms. Broekhoven seconded the motion. Ayes: Jobe, Colony, Knuckles, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven and Lebeck.



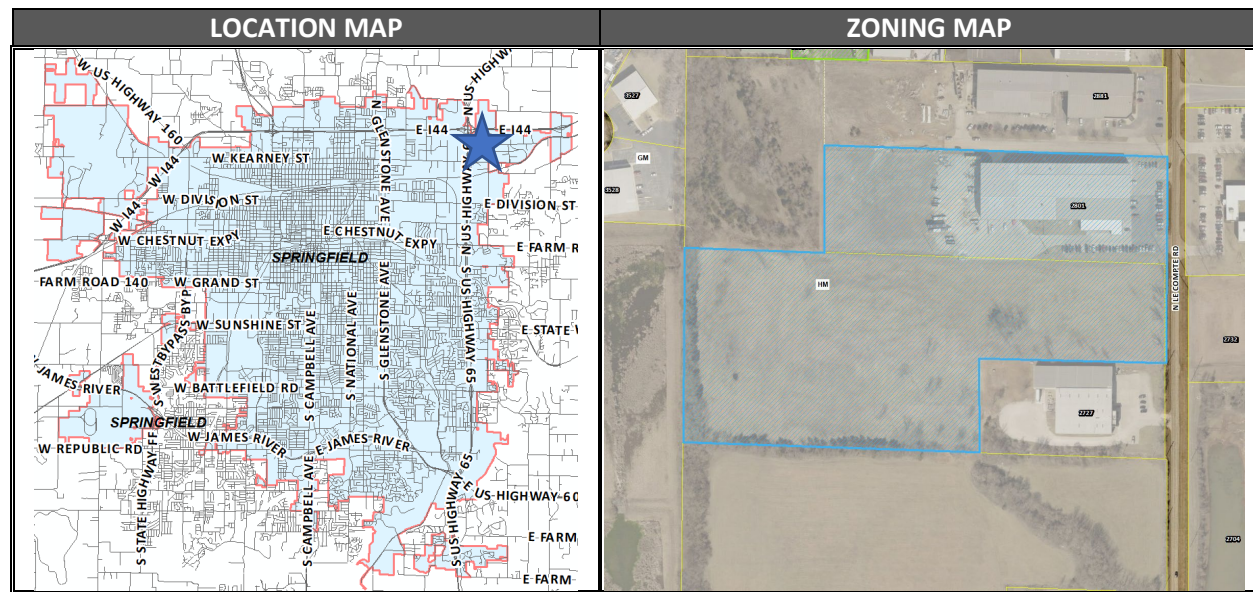
Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Preliminary Plat of Greenday Industrial Park
Location:	2801 North Le Compte Road
Total Acres:	18.75 acres
Applicant:	Greenday Investments, LLC
Existing Land Use:	Vacant land / Manufacturing
Neighborhood Meeting:	N/A
Planning and Zoning Commission:	May 11 th , 2023
City Council:	June 5 th , 2023
Public Notification:	Posted property
Staff:	Jared Follin, Associate Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	Move to approve the preliminary plat of Greenday Industrial Park subject to the conditions listed in Attachment 2 of the staff report on this item. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to subdivide approximately 18.75 acres of property generally located at 2801 North Le Compte Road into three (3) lots to facilitate industrial development.



Zone: Heavy Manufacturing

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

A portion of the property was originally subdivided in 1997 as Lot 2 in the subdivision, Stark Industrial Park, while the other portion has not been part of a Major Subdivision. It is zoned HM, Heavy Manufacturing and has been since 1995 during the city-wide remapping. Annexation of the property occurred in 1972.

PLANNING AND ZONING COMMISSION AUTHORITY:

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

(3) Preliminary plat.

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

DEVELOPMENT REVIEW STAFF REPORT

(h) Effective period of preliminary approval.

1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR HEAVY MANUFACTURING
Minimum lot dimension requirements	36 feet of frontage along a public street
Maximum structure height	None
Front yard setback	None (for most uses)
Side and rear yard setback	None (for most uses)
Street Classification	Le Compte Road – Collector Mustard Way – Non-residential Local
Sidewalks	There is no existing sidewalk along the property frontage of N. Le Compte Road. Sidewalk is required to be constructed along N. Le Compte Road as part of the plat. The applicant has the option to apply to the ARC for approval to pay a fee in lieu of sidewalk construction. If approved, the fee must be paid prior to approval of the final plat. Sidewalk is also required to be constructed along the north side of E. Mustard Way.
Open Space Requirements	None (for most uses)

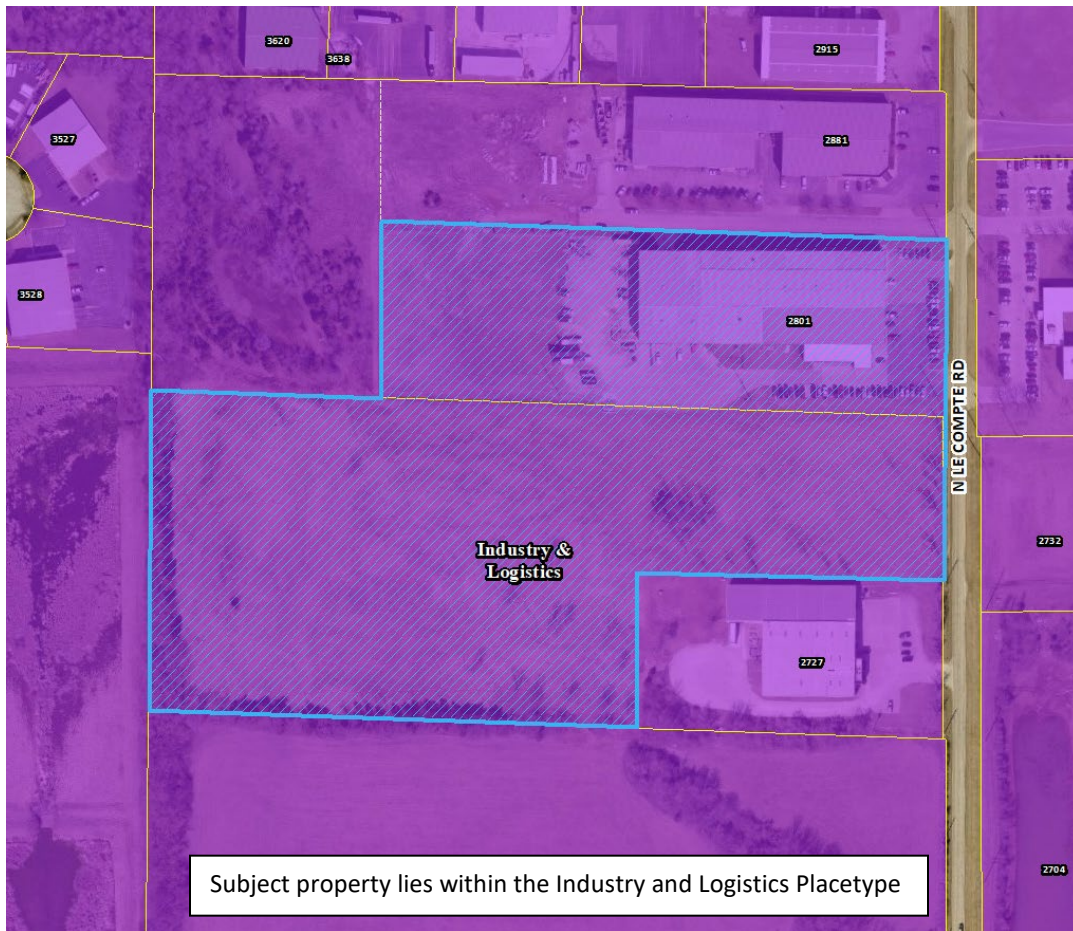
COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE: INDUSTRY AND LOGISTICS

The *Comprehensive Plan's Land Use & Development* chapter groups this area into the Industry and Logistics Placetype. This placetype is predominately comprised of industrial, warehouse, and distribution type uses with design characteristics primarily focused on stormwater management and the diversion of truck traffic away from quiet residential or commercial streets. The proposed subdivision fronts Le Compte Road, classified as a Collector, which is primarily used by other industrial developments in the region and connects the property to Kearney Street to the south, leading to Glenstone Avenue or Interstate 44. The subdivision is also proposing an inner street, Mustard Way, which will be built to Local-Commercial standards. This will further help manage truck traffic from the development by reducing access to a single point on Le Compte Road.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES															
	Single-Family Detached	Single-Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Major, Artisan & Innovation Spaces	Public & Private Schools, Colleges & Places of Worship	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehousing & Distribution Facilities	Heavy Industry & Manufacturing	Airport, Railroad & Freight Facilities
Residential Neighborhood	●	○	◇	○	◇	◇	○	○	○	○	○	○	○	○	○	○
Mixed Residential	●	●	●	○	◇	◇	○	○	○	○	○	○	○	○	○	○
Downtown	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○

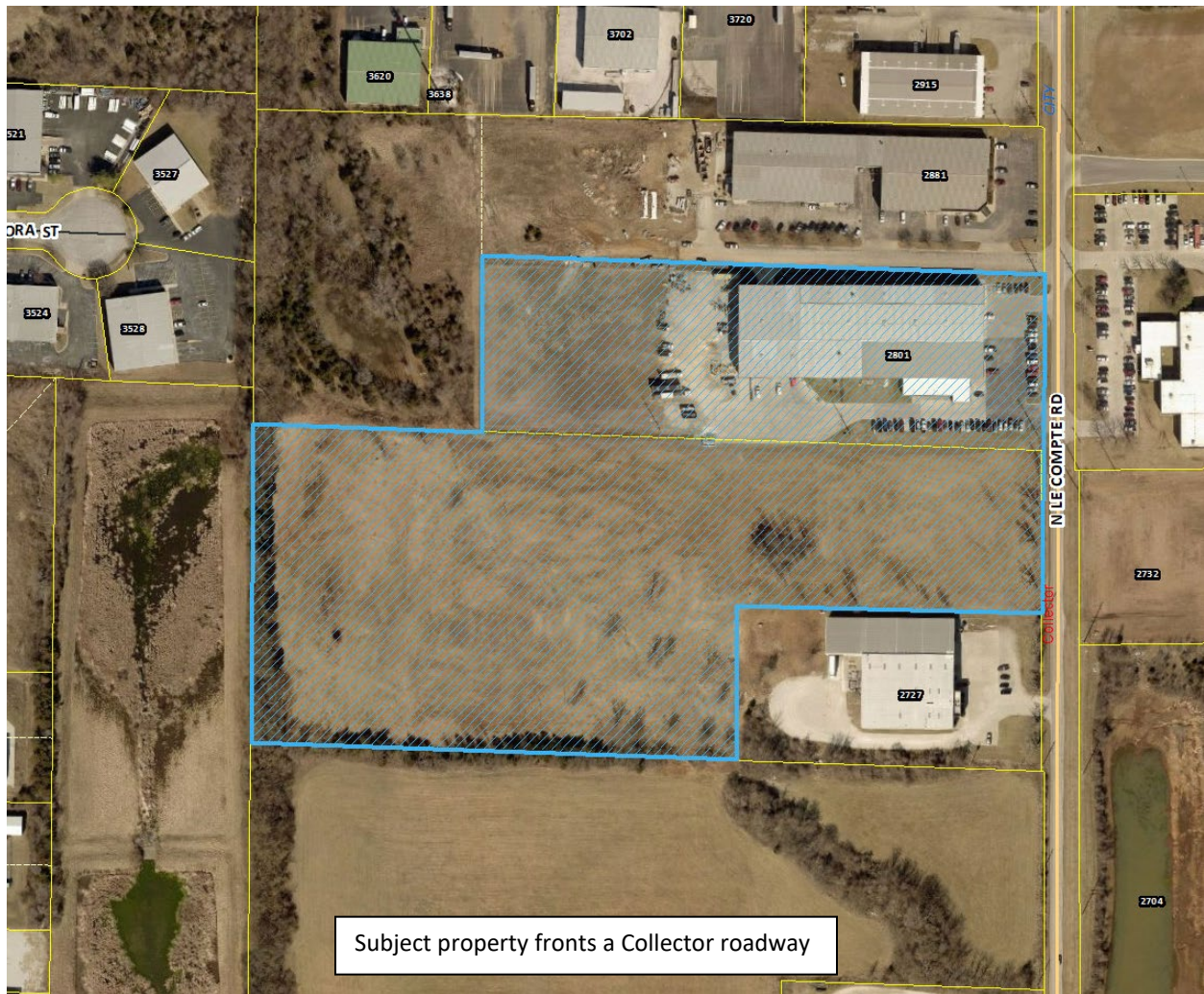
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	HM	HM	HM	HM
LAND USE	Office/Warehouse	Wholesale Sales	Manufacturing	Stormwater Detention
PLACETYPES	Industry & Logistics	Industry & Logistics	Industry & Logistics	Industry & Logistics

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is proposing to subdivide approximately 18.75 acres of land into a three-lot subdivision named "Greenday Industrial Park."
2. A public street is proposed to be built through the property to provide frontage to proposed lots and will end with a cul-de-sac. The street will be named "Mustard Way."
3. An existing stream buffer and drainage easement runs through Lot 2 & 3 and will be maintained by the property owners. A fee in lieu of on-site stormwater detention will not be allowed and detention is required.
4. All lots meet the requirements of the subdivision regulations.
5. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.
6. The proposed preliminary plat was reviewed by City departments and comments are contained in **Attachment 1**. Conditions of Approval are provided in **Attachment 2**. The Preliminary Plat drawing can be found in **Attachment 3**.

STAFF RECOMMENDATION:

1. The proposed subdivision is consistent with the *Land Use and Development Element of the Comprehensive Plan* and all proposed lots meet the subdivision regulations.
2. Staff recommends approval as submitted in the staff report.

PLANNING AND ZONING COMMISSION OPTIONS:

The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing.

1. The commission shall approve the preliminary plat.
2. The commission shall conditionally approve the preliminary plat.
3. The commission shall disapprove the preliminary plat.

PUBLIC NOTIFICATION AND COMMENTS:

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

No comments were received by citizens for this case at the time of publication.

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

ATTACHMENT 1

1. CITY UTILITIES:

Main extensions will be required to provide Electric/Gas/Water services to lots 2 & 3, per CU's extension policy. Proposed new easements and public ROW appear adequate for CU's use. The final routing for main extensions is to be determined by CU Engineering. CU can begin design when we receive construction plans/cad files. A preliminary design meeting is recommended. Contact Josh @ 417-831-8816 to coordinate.

2. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

1. Public sanitary sewer needs to be shown and extended to each lot. Show the proposed routing on the preliminary plat. The sewer shown on the plat does not tie into an existing public sewer manhole and is not adjacent to or on each lot. 2. Public improvement plans will need to be designed, submitted and constructed to city standards. The public improvements must be approved, filed and constructed or escrowed before the final plat can be approved according to city code section 98-12(b)(c) Private Construction of Public Improvements and section 98-14. - Assurance for completion of Public Improvements.

3. FIRE DEPARTMENT:

Two fire hydrants required - install the first 100 feet west of LeCompte and the second just east of the cul-de-sac.

4. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

PREDEV2022-00282 mentioned Inline Detention basin. After further review no inline detention will be allowed for the site based on downstream basins and convergence points on the stream. 2. The stream is a Class C – Large Tributary. From the Streamside and Outer Zone specifications in Chapter 8 Section 4 of the Flood Control and Water Quality Protection Manual. No structures to disturb or restrict the flow of the stream is allowed.

The property is in the South Dry Sac 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 have a stream buffer on site.

PW Stormwater requires the Plat to show the future detention basin areas as Drainage Easements or Common Areas outside of the Stream Buffer on site. 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.

Natural Channels and Stream Buffers

1. The plat has part of the South Dry Sac stream flowing the property. The Stream Buffer for the site is required to be recorded in a Stream Buffer easement through the platting process.

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

DEVELOPMENT REVIEW STAFF REPORT

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. **(For this project, a fee in lieu of on-site stormwater detention will not be allowed and detention is required)**

- a. Detention is required and no fee in lieu of detention application will be accepted. The site has a Stream with Stream Buffer on site but the downstream impacts of increased runoff will cause flooding.
2. City of Springfield only allows three acceptable methods of discharge for stormwater if a property has been modified to increase the amount, location, or character of discharge per Chapter 2 Sec 4.1.4.
 - a. To a Public Right-of-way (1); a recorded drainage easement, continuing to a public right-of-way or public drainage system (2); or a certified natural watercourse (3)
 - b. If none of the three options are available then the development must be modified so that the amount, location, or character of discharge is not changed, or a downstream easement must be obtained.

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. The Plat has greater than 1 acre of developable property and will require water quality at time of development.

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 (O&M) 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.
5. DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:
Dimension ROW width (60ft) and cul-de-sac ROW radius (75 ft). Sidewalk needs to be shown on the plat on the north side of the new street from Le Compte to the cul-de-sac and the entire frontage of Le Compte or get approval from ARC to pay a fee in lieu of sidewalks. Sidewalks will need to be constructed or escrowed, or if approved, fee paid before the final plat can be approved.

DEVELOPMENT REVIEW STAFF REPORT

Street Classification, Right-Of-Way, & Jurisdiction

City's Transportation Plan classifies N. Le Compte Road as a Collector roadway. The standard right-of-way width from the centerline of N. Le Compte Road is 30 feet. It appears that additional right-of-way is needed along N. Le Compte Road. A survey is recommended to determine the exact amount of existing right-of-way. N. Le Compte Road is a city-maintained street.

Driveway Access

There is currently (2) driveway access point onto the property from N. Le Compte Road. E. Mustard Way is being constructed as part of this plat. Access will be allowed from N. Le Compte Road, and E. Mustard Way based on existing City of Springfield standards for the street classification.

Sidewalk

There is no existing sidewalk along the property frontage of N. Le Compte Road. Sidewalk is required to be constructed along N. Le Compte Road as part of the plat. The applicant has the option to apply to the ARC for approval to pay a fee in lieu of sidewalk construction. If approved, the fee must be paid prior to approval of the final plat. Sidewalk is also required to be constructed along the north side of E. Mustard Way.

Improvements

E. Mustard Way must be constructed to City of Springfield Non-Residential Local Street standards which includes sidewalk on one side. A cul-de-sac meeting the City of Springfield Public Works Design Standards is also required to be constructed at the end of E. Mustard Way. Public Improvement Plans are required to be submitted, approved and improvements constructed, or funds escrowed prior to approval of the final plat. A traffic study may be required at the time of development.

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	N. Le Compte Road	Collector	No	25	30
Street 2	E. Mustard Way	Non-Residential Local	No	0	30

6. DEPARTMENT OF PUBLIC WORKS CONSTRUCTION INSPECTION DIVISION:
Any required public improvements must be built or escrowed prior to acceptance of final plat or issuance of building permits.

DEVELOPMENT REVIEW STAFF REPORT

CONDITIONS FOR APPROVAL:

ATTACHMENT 2

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

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

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

NOTES

TOTAL AREA OF DEVELOPMENT = 816,643± SQ. FT. (18.75± ACRES)
TOTAL NUMBER OF LOTS = 3
SMALLEST - LOT 1 = 100,724± SQ. FT. (2.31± ACRES)
LARGEST - LOT 2 = 372,069± SQ. FT. (8.54± ACRES)
PRELIMINARY PLAT NAME = GREENDAY INDUSTRIAL PARK
PRELIMINARY PLAT APPROVED =
CURRENT ZONING = HEAVY MANUFACTURING (HM)
SOURCE OF TITLE = BOOK 2021, PAGE 063780-21 AND BOOK 2007, PAGE 041349-07

METERS TO U.S. FEET CONVERSION 3.28083333 "GRID".

MAINTENANCE OF ANY AREA REFERRED TO AS EASEMENT IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

INSTALLATION OF IRON PINS ON ALL LOT CORNERS WILL BE COMPLETED UPON COMPLETION OF UTILITIES INSTALLATIONS.

SIDEWALK TO BE CONSTRUCTED ALONG THE ENTIRE FRONTAGE OF LE COMPTIE ROAD AND THE NORTH SIDE OF MUSTARD WAY, ESCROWED OR FEE IN LIEU OF PAID PRIOR TO APPROVAL OF THE FINAL PLAT.

LOTS 2 AND 3 MAY NEED PRIVATE PUMPING TO BE SERVED WITH SEWER.

THE NORTH 281.50 FEET OF LOT 2 IS CURRENTLY IN SEWER DISTRICT 247 OF SECTION 6, SO THE REMAINDER OF LOT 2 AND ALL OF LOTS 1 AND 3 WILL BE PLACED IN A SEWER DISTRICT WHEN THE NEW SEWER IMPROVEMENTS ARE COMPLETE.

ZONING DATA

SUBJECT PROPERTY IS ZONED HM (HEAVY MANUFACTURING DISTRICT).

MINIMUM YARD REQUIREMENTS: (ADDITIONAL BUFFERYARD MAY BE REQUIRED BY SUBSECTION (8)).

A. OFFICES, AS A PRINCIPAL USE, ATHLETIC CLUBS, FITNESS CENTERS, INDOOR SPORTS FACILITIES AND RECORDING, TELEVISION AND RADIO STUDIOS:

(i) TWENTY-FIVE FEET ALONG A STREET CLASSIFIED AS A COLLECTOR OR HIGHER CLASSIFICATION STREET OR AS REQUIRED BY SECTION 36-453, SUPPLEMENTAL OPEN SPACE AND YARD REGULATIONS.

(ii) FIFTY FEET ALONG A STREET CLASSIFIED AS A LOCAL STREET OR AS REQUIRED BY SECTION 36-453, SUPPLEMENTAL OPEN SPACE AND YARD REGULATIONS.

(iii) THE FRONT YARD SETBACK MAY BE REDUCED BELOW THE MINIMUM REQUIRED ABOVE IF A CONDITIONAL USE PERMIT IS APPROVED IN ACCORDANCE WITH SECTION 36-363, CONDITIONAL USE PERMITS, OR AN APPROVED PRELIMINARY PLAT IN ACCORDANCE WITH THE CITY'S SUBDIVISION REGULATIONS.

B. ALL OTHER USES: NONE

REAR YARD:

A. OFFICES, AS A PRINCIPAL USE, ATHLETIC CLUBS, FITNESS CENTERS, INDOOR SPORTS FACILITIES AND RECORDING, TELEVISION AND RADIO STUDIOS: TEN FEET OR AS REQUIRED BY SECTION 36-453, SUPPLEMENTAL OPEN SPACE AND YARD REGULATIONS.

B. ALL OTHER USES: NONE

BEAR YARD:

A. OFFICES, AS A PRINCIPAL USE, ATHLETIC CLUBS, FITNESS CENTERS, INDOOR SPORTS FACILITIES, AND RECORDING, TELEVISION, AND RADIO STUDIOS: TEN FEET.

B. ALL OTHER USES: NONE

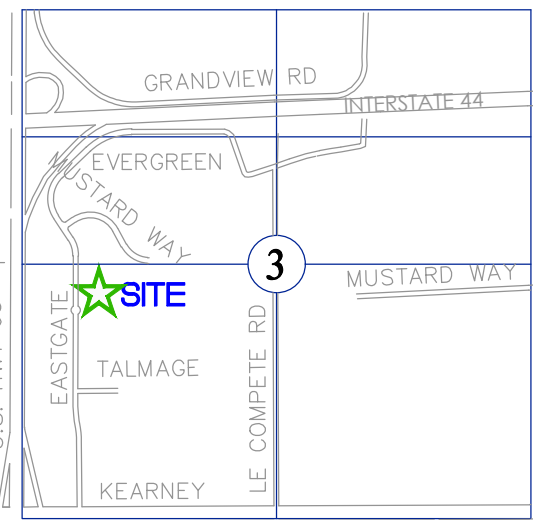
HOWEVER, IN NO EVENT MAY A STRUCTURE BE ERRECTED CLOSER TO THE CENTERLINE OF AN EXISTING OR PLANNED STREET THAN AS PRESCRIBED BELOW, EXCEPT AS PERMITTED BY SUBSECTION 36-303(17)(b) AND SUBSECTION 36-303(17)(4).

STREET CLASSIFICATION: COLLECTOR (LE COMPTIE)

REQUIRED SETBACK FROM RIGHT-OF-WAY CENTER LINE: 30 FEET PLUS THE REQUIRED YARD SETBACK

CURVE TABLE

CURVE #	LENGTH	RADIUS	BEARING	CHORD LENGTH
C1	160.17'	149.79'	S29°44'02"E	152.64'
C2	18.84'	20.00'	S65°40'41"W	18.15'
C3	153.16'	75.00'	S82°48'17"E	127.90'
C4	229.35'	75.00'	S63°18'03"W	149.87'
C5	20.33'	20.00'	S68°13'00"E	19.47'



LOCATION SKETCH

SEC. 3, T29N, R21W

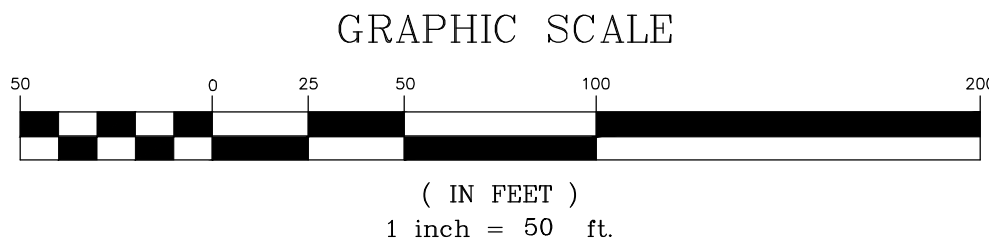
SCALE: 1"=2000'

GREENDAY INDUSTRIAL PARK

BEING A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 21 WEST CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.
PRELIMINARY PLAT

DETENTION NOTE:

ANY DETENTION BASINS BUILT WITHIN THE COMMON AREA/DRAINAGE EASEMENT HAVE TO ADHERE TO THE STREAM BUFFER REQUIREMENTS FROM CHAPTER 8 SECTION 4 FOR OUTLET AND DISCHARGE STRUCTURES.



RECORDER'S SPACE

CERTIFICATE OF APPROVAL BY THE PLANNING AND ZONING COMMISSION

APPROVED THIS _____ DAY OF _____, 20____, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SPRINGFIELD, MISSOURI.

"BOB HOSMER, AICP, PLANNING MANAGER"

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 20____, BY THE CITY COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI.

CITY CLERK

DEDICATION

SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON, ALL STREETS, EASEMENTS, AND ACCESS LIMITATIONS AS RELINQUISHED AND DEDICATED TO THE PUBLIC.

IN WITNESS WHEREOF: _____ AND _____ (HUSBAND AND WIFE/CORPORATE OFFICE, ETC.) SOLE OWNERS OF THE PROPERTY DESCRIBED HEREON, HAS CAUSED THIS PLAT TO BE SIGNED THIS _____ DAY OF _____

SIGNATURE - PRINT NAME UNDERNEATH LINE

SIGNATURE - PRINT NAME UNDERNEATH LINE

CERTIFICATE OF OWNERSHIP

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF THE CITY OF SPRINGFIELD, AND THAT I FREELY ADOPT THIS PLAN OF SUBDIVISION.

"MANAGING MEMBER OF" GREENDAY INVESTMENTS, LLC

DATE

"MANAGING MEMBER OF" LE COMPTIE, LLC

DATE

ACKNOWLEDGEMENT

STATE OF MISSOURI

(SS)

COUNTY OF GREENE
ON THIS _____ DAY OF _____ IN THE YEAR _____, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED THE HE/SHE/THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS WHEREOF, I HERETO SET MY HAND AND SEAL.

NOTARY PUBLIC

LEGEND OF SYMBOLS AND ABBREVIATIONS

④	INTERNAL ANGLE # (SEE TABLE)	WV	WATER VALVE
SS	SANITARY SEWER LINE	GV	GAS VALVE
E	OVERHEAD ELECTRIC	WM	WATER METER
G	GAS LINE	TR	TELEPHONE RISER
WS	WATER SERVICE	ER	ELECTRIC RISER
UT	UNDERGROUND TELEPHONE	RD	ROOF DRAIN
UE	UNDERGROUND ELECTRIC	TRANS	TRANSFORMER PAD
X	FENCE LINE	MH	SANITARY MANHOLE
PH	FIRE HYDRANT	RWM	RIGHT-OF-WAY MARKER
LP	LIGHT POLE	IP	FOUND IRON PIN
LP	POINT OF COMMENCEMENT	SET IP	SET IRON PIN
LINE LABELS	MEASURED: 100' M DEED: 100' D RECORD: 100' R	P.O.B.	POINT OF BEGINNING
		GL	GROUND LIGHT
		PM	PERMANENT MONUMENT
		TL	TREELINE

OWNER AND DEVELOPER

GREENDAY INVESTMENTS LLC
1989 GREENWOOD ROAD
MARSHFIELD, MO., 65706

PREPARED BY

KENT R. PETERSON, PLS
ANDERSON ENGINEERING, INC.
3213 S. WEST BYPASS
SPRINGFIELD, MO. 65807

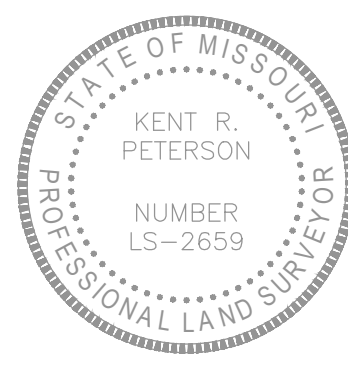
SURVEYOR'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS:

THAT I, KENT R. PETERSON, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED, PREPARED BY ANDERSON ENGINEERING, INC. DATED JANUARY 2023 AND SIGNED BY KENT R. PETERSON, PLS NO. 2659 AND THAT THE MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE SUPERVISION OF KENT R. PETERSON, PLS NO. 2659 IN ACCORDANCE WITH THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. DRAWING LAST REVISED ON APRIL 27, 2023.

ANDERSON ENGINEERING, INC. LC 62 BY:

Kent R. Peterson
KENT R. PETERSON, PLS NO. 2659



4-27-2023
DATE PREPARED

COA #000062



3213 S. WEST BYPASS
SPRINGFIELD, MISSOURI 65807
PHONE (417) 866-2741
FAX (417) 866-2778

FIELD: CB
DRAWN: BAC
CHECKED: KRP

DATE: 1-16-2023
FIELD BK: N/A
JOB NO: 22SP10179

111701.DWG
SHT. 1 OF 1 REV.

FLOOD NOTE:

BY GRAPHIC FLOODING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 28072003232E, WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 12, 2010 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS.

UTILITY NOTE:

THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM UTILITY COMPANIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. LOCATE NUMBERS 222523422 AND 222523423.

STATE PLANE COORDINATE THE MISSOURI COORDINATE SYSTEM 1983

CONTROL STATION:
GR-38
NORTHING - 156115.190 (M)
EASTING - 437665.439 (M)
GRID FACTOR - 0.9999195

COORDINATES EXPRESSED IN METERS.

STORMWATER NOTE:

THE AREA SHOWN HEREON IS NOT LOCATED IN A STORM SEWER DISTRICT AS OF THE DATE OF RECORDING AND MAY BE SUBJECT TO FUTURE ASSESSMENT COST IF INCLUDED IN FUTURE STORM WATER BENEFIT DISTRICT DEEMED NECESSARY RESULTING FROM PROBLEMS CREATED BY SURFACE WATER RUNOFF. THIS IS DUE TO THE FACT THAT THE SURFACE WATER RUNOFF IS PRESENTLY BEING ACCOMMODATED BY STREET AND OPEN DRAINAGE FACILITIES.

INTERIOR ANGLES

①	88°29'56"
②	271°30'04"
③	88°29'58"
④	91°13'24"
⑤	88°46'57"
⑥	270°57'21"
⑦	89°02'39"
⑧	90°57'21"
⑨	89°02'39"
⑩	271°29'41"

SUM OF INTERIOR ANGLES
1440°00'00"

PERIMETER DESCRIPTION

A TRACT OF LAND BEING ALL OF LOT 2 OF THE FINAL PLAT OF STARK INDUSTRIAL PARK, AS DESCRIBED IN PLAT BOOK SS AT PAGE 30 AND BEING THE SAME AS DESCRIBED IN THE GREENE COUNTY RECORDERS IN BOOK 2021 AT PAGE 063780-21 AND LYING IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 21 WEST IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 OF THE FINAL PLAT OF STARK INDUSTRIAL PARK; THENCE ALONG THE WEST LINE OF SAID LOT 2, NORTH 01°26'17" EAST, 528.01 FEET; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID LOT 2, SOUTH 87°20'40" EAST, 374.79 FEET; THENCE LEAVING THE NORTH LINE OF SAID LOT 2, NORTH 01°41'59" EAST, 281.50 FEET; THENCE SOUTH 87°20'40" EAST, 928.21 FEET TO A POINT LYING ON THE WEST RIGHT-OF-WAY OF LE COMPTIE ROAD; THENCE LONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING COURSES, SOUTH 01°41'59" WEST, 281.50 FEET; THENCE NORTH 87°20'40" WEST, 5.00 FEET; THENCE SOUTH 01°09'39" WEST, 268.20 FEET TO A POINT LYING ON THE SOUTH LINE OF THE FOREMENTIONED LOT 2; THENCE LEAVING SAID WEST RIGHT-OF-WAY AND ALONG SAID SOUTH LINE, NORTH 87°20'17" WEST, 502.35 FEET TO A POINT LYING ON THE EAST LINE OF SAID LOT 2; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID EAST LINE, SOUTH 01°09'39" WEST, 260.00 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID LOT 2; THENCE LEAVING SAID EAST LINE AND ALONG SAID SOUTH LINE, NORTH 87°20'19" WEST, 798.21 FEET TO THE POINT OF BEGINNING, CONTAINING 816,643 SQUARE FEET OR 18.75 ACRES, MORE OR LESS. ALL LYING IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 29 NORTH, RANGE 21 WEST IN GREENE COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.



EXPLANATION TO COUNCIL BILL 2023-154 (HORTON, MCGULL)

FILED: 05/16/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Sky Light Surface Park Subdivision, generally located in the 3400 to 4000 block of East Division Street and the 1600 to 2200 block of North Le Compte Road, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Sky Light Surface Park Subdivision, generally located in the 3400-4000 block of East Division Street, and the 1600-2200 block of North Le Compte Road upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

A. An original Preliminary Plat of Sky Light Surface Park Subdivision dated March 28, 2023 is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B."

B. The Planning and Zoning Commission held a public hearing on May 11, 2023, and approved the Preliminary Plat by a vote of 7 to 0, subject to the following conditions.

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.

6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

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

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

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

REMARKS: Staff recommends approval.

Submitted By: Bob Hosmer, Planning Manager

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 5/22/2023

Attachments:

1. Sky Light Surface Park Subdivision_ord
2. Sky Light Surface Park Subdivision_exhA
3. Sky Light Surface Park_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. 25
Filed: 05-30-23

Sponsored by: Horton, McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-154

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Sky Light Surface Park Subdivision, generally
4 located in the 3400 to 4000 block of East Division Street and the 1600
5 to 2200 block of North Le Compte Road, upon the applicant filing and
6 recording a final plat that substantially conforms to the preliminary
7 plat; and authorizing the City Clerk to sign the final plat upon
8 compliance with all the terms of this Ordinance. (Staff recommends
9 that City Council accept the public streets and easements.)
10 _____
11

12 WHEREAS, an original Preliminary Plat of Sky Light Surface Park Subdivision,
13 dated March 28, 2023, is on file with the City's Department of Planning and
14 Development; and
15

16 WHEREAS, the Planning and Zoning Commission of the City of Springfield,
17 Missouri, held a public hearing and conditionally approved the Preliminary Plat of Sky
18 Light Surface Park Subdivision, which is generally located in the 3400 to 4000 block of
19 East Division Street and the 1600 to 2200 block of North Le Compte Road, on May 11,
20 2023, a copy of the Record of Proceedings from said public hearing being attached
21 hereto and incorporated herein by this reference as "Exhibit A."
22

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

26 Section 1 – City Council hereby authorizes the Director of Planning and
27 Development, on behalf of the City of Springfield, to accept the land, easements, and
28 improvements dedicated to the City, as shown on the Preliminary Plat of Sky Light
29 Surface Park Subdivision, which is generally located in the 3400 to 4000 block of East
30 Division Street and the 1600 to 2200 block of North Le Compte Road, as approved by
31 the Planning and Zoning Commission. The original plat of Sky Light Surface Park
32 Subdivision is on file in the Department of Planning and Development ("Approved
33 Preliminary Plat"), a reduced version of which is attached hereto for general reference

as "Exhibit B – Attachment 3." All of "Exhibit B," including attachments, is incorporated herein by this reference.

Section 2 – The Director of Planning and Development shall be authorized to accept the land, easements, and improvements dedicated to the City, as shown on said plat, upon the applicant filing and recording a final plat in accordance with this Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of all conditions referenced herein and in "Exhibit B – Attachment 2."

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

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

80 Approved for Council action: Juan A. Hage, City Manager

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – SKY LIGHT SURFACE PARK SUBDIVISION

COMMISSION ACTION: (combine presentation)

Mr. Knuckles motioned to **combine** the presentation for Planned Development 229 2nd Amendment (3400 – 4000 blk East Division Street and 1600 – 2200 blk of North LeCompte Road) and Preliminary Plat of Sky Light Surface Park (3400 – 4000 blk East Division Street and 1600 – 2200 blk of North LeCompte Road). Mr. Lebeck seconded the motion Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven.

Preliminary Plat of Sky Light Surface Park
3400 – 4000 blk East Division Street and 1600 – 2200 blk of North LeCompte Road
Applicant: Springfield Underground, Inc.

Mr. Hosmer stated that this is a request to subdivide approximately 402 acres of property generally located in the 3400-4000 block of East Division Street, 1600-2200 block of North Le Compte Road into nine (9) lots and will be active for two years if approved.

Mr. Scott asked about the plat being active for two years.

Mr. Hosmer stated they need to get everything completed and escrowed before a Final Plat can be approved.

Mr. Knuckles asked about traffic control on the project.

Mr. Hosmer stated that they will have a traffic impact study completed at each phase and the developer will be required to complete each study and it will be reviewed by City and MoDot.

Additional comments and speakers represented on Planned Development 229 2nd Amendment as these were combined.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Preliminary Plat of Sky Light Surface Park (3400 – 4000 blk East Division Street and 1600 – 2200 blk of North LeCompte Road) subject to the conditions listed in Attachment 2 of the staff report on this item. Mr. Lebeck seconded the motion. Ayes: Jobe, Colony, Knuckles, Lebeck, Pauly, Ridge, Scott, and Gunther. Nays: None. Abstain: None. Absent: Broekhoven.



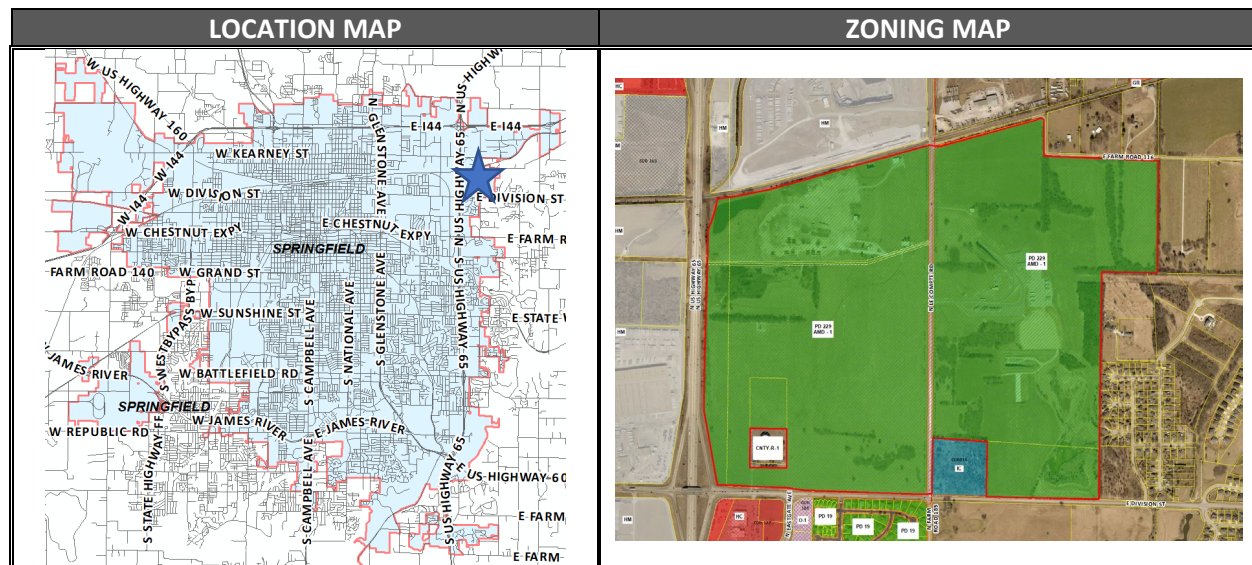
Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Preliminary Plat of Sky Light Surface Park
Location:	3400-4000 block of East Division Street, 1600-2200 block of North Le Comte Road
Total Acres:	402 acres
Applicant:	Springfield Underground, LLC
Existing Land Use:	Stone quarry, underground storage facility and entrance and undeveloped land
Neighborhood Meeting:	N/A
Planning and Zoning Commission:	May 11 th , 2023
City Council:	June 5 th , 2023
Public Notification:	Posted property
Staff:	Jared Follin, Associate Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to approve the preliminary plat of Sky Light Surface Park subject to the conditions listed in Attachment 2 of the staff report on this item. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

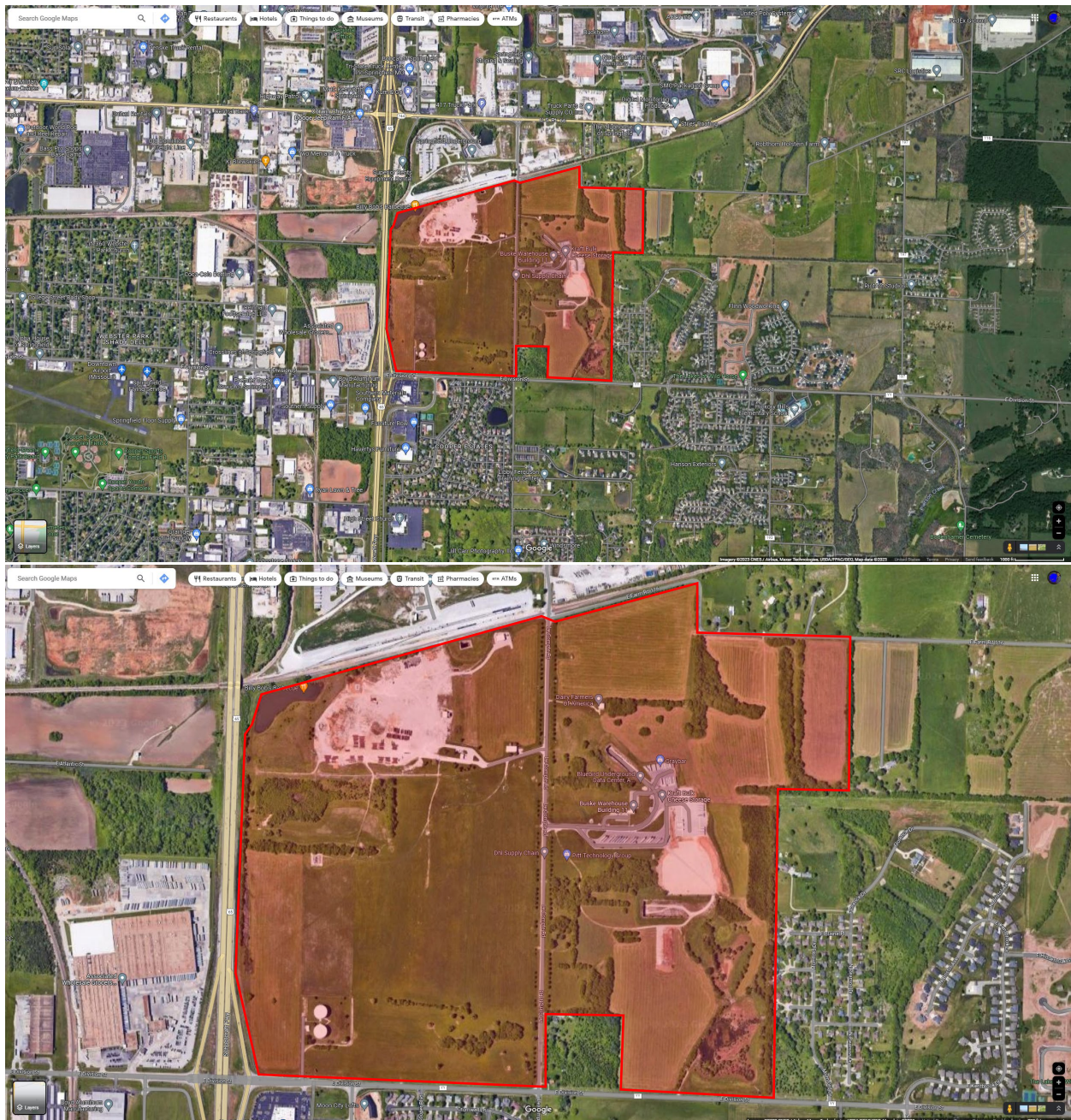
Request to subdivide approximately 402 acres of property generally located along the 3400-4000 block of East Division Street & 1600-2200 block of North Le Comte Road into nine (9) lots to facilitate development at the site.



Zoned: Planned Development 229, Amendment 1

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property was annexed into the city in 1999. It was rezoned to Planned Development 229 that same year. It was again rezoned to amend the Planned Development in 2004. The property has not been through the Major Subdivision process.

PLANNING AND ZONING COMMISSION AUTHORITY:

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

(3) Preliminary plat.

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

DEVELOPMENT REVIEW STAFF REPORT

1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR PLANNED DEVELOPMENT 229, Am. 1
Minimum lot dimension requirements	36 feet of frontage along a public street
Maximum structure height	60 feet as measured from the mean grad elevation of the lot. However, no structure shall be higher than its horizontal distance from any right-of-way line
Front yard setback	Varies
Side and rear yard setback	Varies
Street Classification	Division Street – Primary Arterial Le Compte Road – Secondary Arterial Farm Road 116 – Primary Arterial
Sidewalks	Sidewalks are required along all public streets.
Open Space Requirements	A minimum open space ratio of twenty (20) percent open space shall be provided throughout the entire development. This open space ratio shall apply to individual lots as well as the overall development.

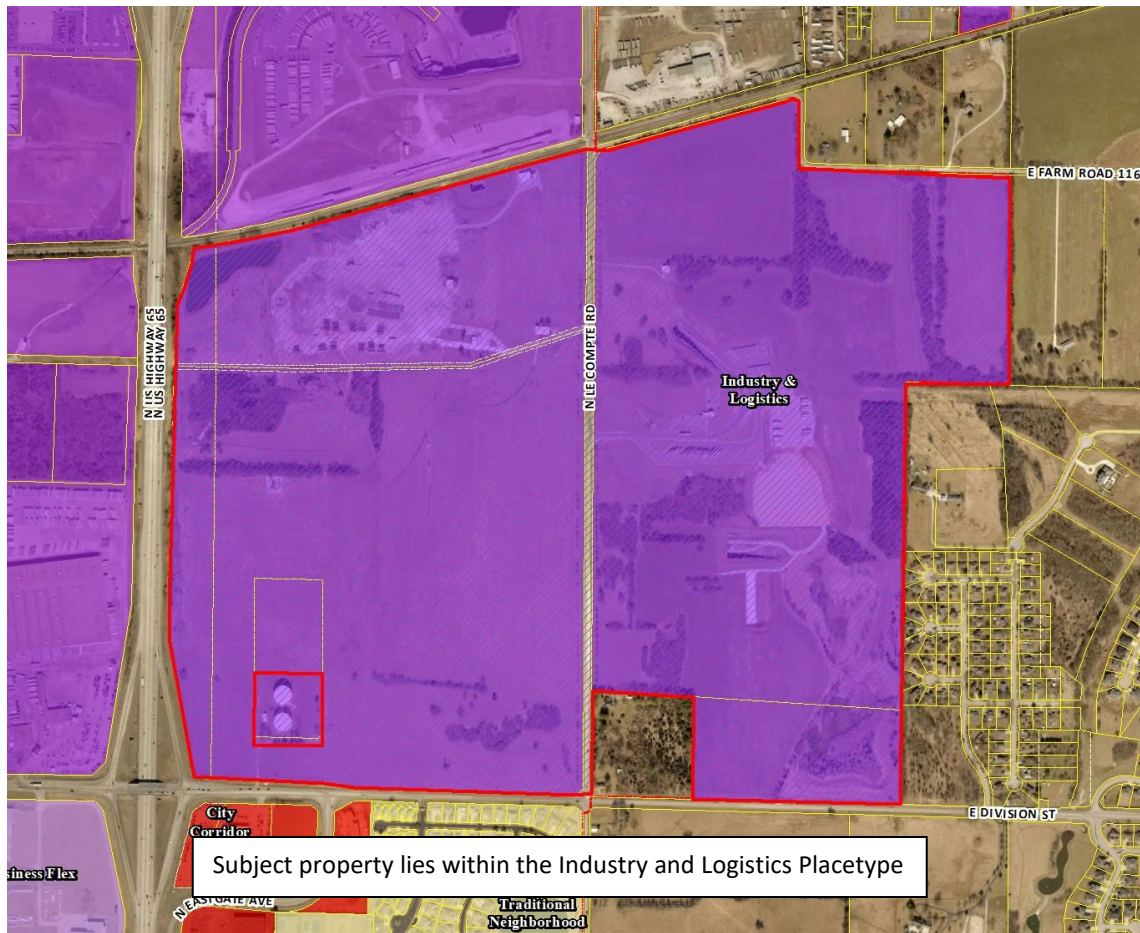
COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE: INDUSTRY AND LOGISTICS

The *Comprehensive Plan's Land Use & Development* chapter groups this area into the Industry and Logistics Placetype. This placetype is predominately comprised of industrial, warehouse, and distribution type uses with design characteristics primarily focused on stormwater management and the diversion of truck traffic away from quiet residential or commercial streets. The proposed subdivision fronts two Primary Arterials and a Secondary Arterial Street, which is primarily used by truck traffic for various industrial and high-intense uses. The regional access from this site to the highway is adequate in directing truck traffic away from residential streets. Internal streets are also to be dedicated with this plat to further help in managing access to and from the subject property. Access to major roads and the size of the lots proposed will encourage industrial, commercial, and multifamily developments as allowed by the current zoning.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES															
	Single-Family Detached	Single-Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Major, Artisan & Innovation Spaces	Public & Private Schools & Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehousing & Distribution Facilities	Heavy Industry & Manufacturing	Airport, Railroad & Freight Facilities
Residential Neighborhood	●	○	◇	○	◇	◇	○	○	○	○	○	○	○	○	○	○
Mixed Residential	●	●	●	○	◇	◇	○	○	○	○	○	○	○	○	○	○
Downtown	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○

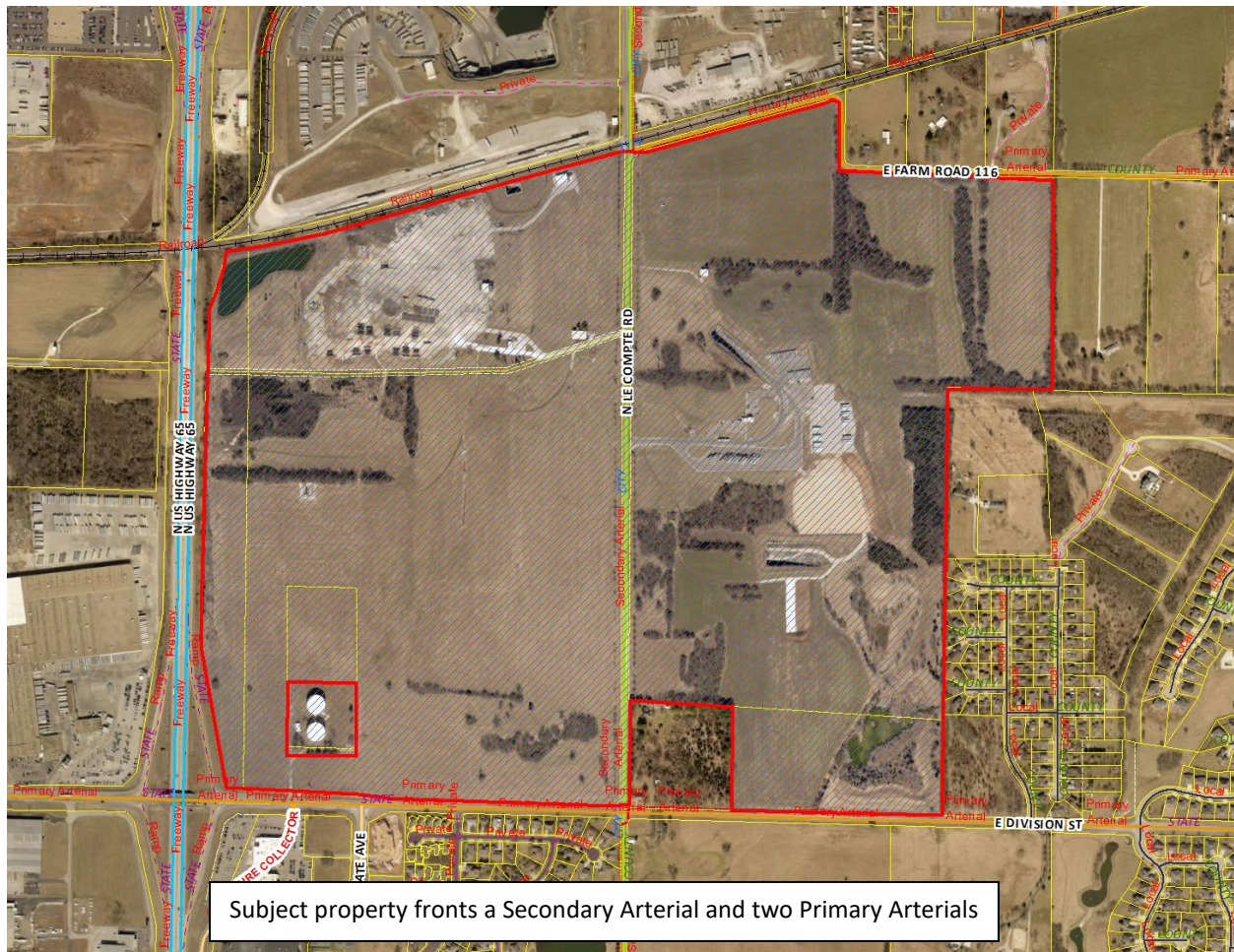
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	HM / County M-2	HC / O-1 / PD 19	County A-1 / County R-1	HM
LAND USE	Industrial	Commercial / Residential	Residential	Industrial
PLACETYPES	Industry and Logistics	City Corridor / Traditional Neighborhood	Traditional Neighborhood	Industry and Logistics

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is proposing to subdivide approximately 402 acres of land into a nine (9) lot subdivision named "Sky Light Surface Park."
2. Public streets are to be dedicated with this plat, including an extension of Eastgate Avenue, and the newly dedicated street, Summerset Street. The existing Farm Road 116 will be diverted further south from its current intersection with Le Compte Road. This section of road will be renamed to Old Wire Road as it will be within city limits.
3. The final plat is planned to be done in two phases. Phase I is to include Lots 1-3, with all necessary public improvements to support the lots. Phase II will include the rest of the plat.
4. All lots meet the requirements of the subdivision regulations.
5. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.
6. The proposed preliminary plat was reviewed by City departments and comments are contained in **Attachment 1**. Conditions of Approval are provided in **Attachment 2**. The Preliminary Plat drawing can be found in **Attachment 3**.

STAFF RECOMMENDATION:

1. The proposed subdivision is consistent with the *Land Use and Development Element of the Comprehensive Plan* and all proposed lots meet the subdivision regulation.
2. Staff recommends approval as submitted in the staff report.

PLANNING AND ZONING COMMISSION OPTIONS:

The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing.

1. The commission shall approve the preliminary plat.
2. The commission shall conditionally approve the preliminary plat.
3. The commission shall disapprove the preliminary plat.

PUBLIC NOTIFICATION AND COMMENTS:

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

No comments were received by citizens for this case at the time of publication.

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

ATTACHMENT 1

1. CITY UTILITIES:

No issues generally with the preliminary plat. All proposed lots will have access to existing 3-Phase Electric/Gas/Water facilities along either Le Compte or Division St. Utility main extensions along new proposed streets will still be needed to provide lighting and may be desired for anticipated future development. Areas where relocation/lowering of existing facilities are likely to be needed: 1) New proposed connection of Eastgate north of Division (Electric pole conflict and water mains may need to be relocated/lowered). CU is still planning to pothole the 16" water main that has been indicated outside of the easement in this area to determine its location. 2) New proposed intersection of Summerset and Le Compte (Electric pole/service conflict) If the current driveway access to CU's water tank property is still required to be moved as indicated by the Division St access restrictions in the PD language, that would need to be done as part of the public improvements. On proposed lot 6 near the SE corner, there is an area where CU has existing OH Electric & Fiber facilities where no easement is indicated. If an easement cannot be found CU will likely request a new easement be dedicated.

2. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

The only lots that currently have access to public sewer are lots 3, 4, 6, 7 and 9. Public sewer extensions will be required for lots 1, 2, 5 & 8. The sewer should be extended to the buildable area of those lots. Sanitary Sewer Public improvement plans will be required before any final plats or building plans could be approved. The public improvements must be completed or escrowed before the final plat can be approved. There is an existing \$0.0147 per square foot trunkline fee for portions of these lots that would need to be paid as part of any public improvement plans submitted for the plat. This fee is based on the area of the lots and will be added to the engineering and inspection fees for the public improvement plans. Some portions of this fee were paid with previous public improvement plans.

3. FIRE DEPARTMENT:

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

4. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

All Stormwater improvements of the project are required to be submitted on Public Improvement Plans (PIP). The approved PIP shall be constructed, or funds escrowed prior to approval of the final plat.

The property is in the **Pierson Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the local or downstream area. There is a sinkhole at this location and additional city regulations will apply. 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 preliminary plat, there is no proposed change to the Stormwater Requirements Language. 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.

DEVELOPMENT REVIEW STAFF REPORT

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. **(In this case, a fee in lieu of on-site stormwater detention will not be allowed as detention is required)**
 - a. Detention is required for all developments on the effect properties. There is an existing detention and water quality basin on the SE tract of the property, this basin will need to meet current Stormwater Regulations at time of development.
2. City of Springfield only allows three acceptable methods of discharge for stormwater if a property has been modified to increase the amount, location, or character of discharge per Chapter 2 Sec 4.1.4.
 - a. To a Public Right-of-way (1); a recorded drainage easement, continuing to a public right-of-way or public drainage system (2); or a certified natural watercourse (3)
 - b. If none of the three options are available then the development must be modified so that the amount, location, or character of discharge is not changed, or a downstream easement must be obtained.

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.

Sinkhole and Karst Features:

1. The Site contains one or more known sinkholes and will discharge to one or both of them. Per Ch. 11 Sec. 2.0 a sinkhole evaluation must be completed by a professional engineer or geologist.

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 (O&M) 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.

DEVELOPMENT REVIEW STAFF REPORT

3. DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

A traffic study will be required at the time of development. All requirements of the traffic study and planned development are required to be submitted on Public Improvement Plans (PIP). The approved PIP shall be constructed, or funds escrowed prior to approval of the final plat.

Street classification, right-of-way, & jurisdiction

City's Transportation Plan classifies N. Le Compte Road as a Secondary Arterial roadway, and both E. Division Street and E. Atlantic Street (Farm Road 116) as Primary Arterial roadways. The standard right-of-way width from the centerline of N. Le Compte Road is 35 feet. The standard right-of-way width from the centerline of E. Division Street is 50 feet. The standard right-of-way width from the centerline of E. Atlantic Street is 30 feet. It appears that additional right-of-way is needed along N. Le Compte Road, E. Division Street and E. Atlantic Street. A survey is recommended to determine the exact amount of existing right-of-way. N. Le Compte Road and E. Atlantic Street are city-maintained streets and E. Division Street is a state-maintained street.

Access

All access to the development shall be per the traffic study, planned development, current MoDOT standards and/or current City of Springfield standards.

Sidewalk

Per the planned development, sidewalks are required along all public streets.

Improvements

A traffic study will be required at the time of development. All requirements of the traffic study and planned development are required to be submitted on Public Improvement Plans (PIP). The approved PIP shall be constructed, or funds escrowed prior to approval of the final plat.

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	N. Le Compte Road	Secondary Arterial	No	25	35
Street 2	E. Division Street	Primary Arterial	No	40	50
Street 3	FR 116)	Primary Arterial	No	20	30

4. DEPARTMENT OF PUBLIC WORKS CONSTRUCTION INSPECTION DIVISION:

Any required public improvements must be built or escrowed prior to approval of final plat. Contact Andrew Flippin (417-864-1946; aflippin@springfieldmo.gov) for escrow information if this is the route chosen.

DEVELOPMENT REVIEW STAFF REPORT

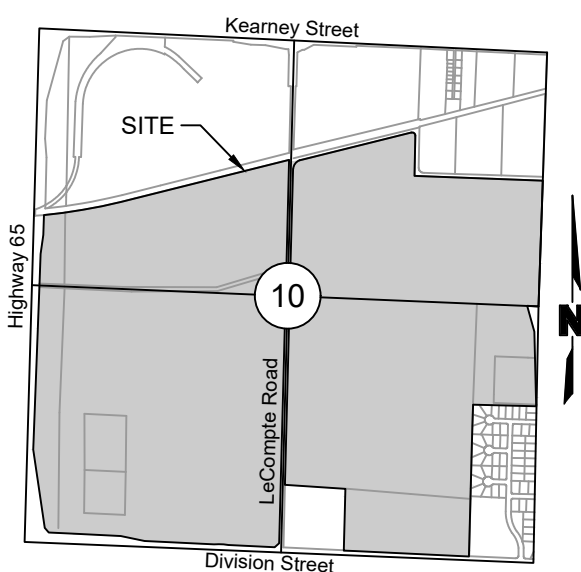
CONDITIONS FOR APPROVAL:

ATTACHMENT 2

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

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

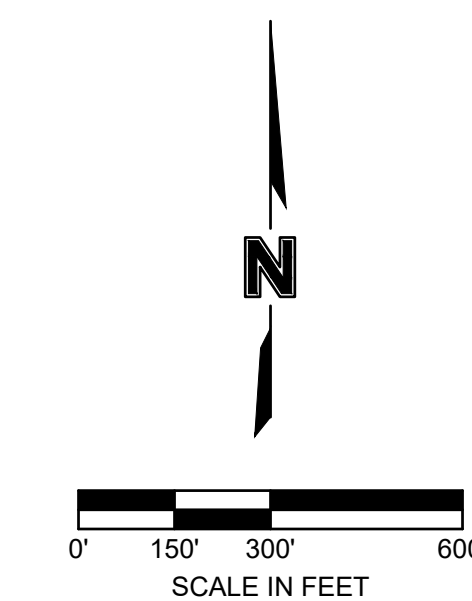
If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.



LOCATION MAP

Sec. 10, T-29-N, R-21-W
Scale: 1"=2000'

#	Direction	Length
L1	N87°22'12"W	217.24'
L2	S02°37'48"W	79.65'
L3	N87°22'12"W	483.19'
L4	N87°14'56"W	724.31'
L5	N78°05'09"W	252.61'
L6	N87°25'05"W	250.00'
L7	N47°05'52"E	140.77'
L8	N04°16'08"E	49.28'
L9	N08°44'30"E	76.65'
L10	N87°22'12"W	427.01'
L11	N10°40'47"E	73.27'
L12	N01°06'55"E	375.14'
L14	N27°15'24"E	204.68'
L15	S37°46'13"E	62.85'
L16	N89°57'05"E	111.49'
L17	S86°15'33"E	176.84'
L18	N47°29'29"E	13.83'
L19	N42°17'20"W	14.39'
L20	N86°15'33"W	179.54'
L21	S89°57'05"W	111.49'
L22	S42°39'36"W	82.79'
L23	S27°15'24"W	204.68'
L24	S01°22'37"W	516.31'
L25	S27°56'01"E	161.76'
L26	S84°41'31"E	131.22'
L27	S87°22'12"E	1276.36'
L28	N47°09'43"E	66.09'
L29	S01°28'07"W	399.22'
L30	N01°28'07"E	347.42'
L31	S01°28'07"W	369.65'
L32	N01°28'07"E	421.46'
L33	S42°23'08"E	38.78'
L34	S01°14'30"W	296.24'
L35	S01°14'30"W	421.45'
L36	S01°14'30"W	362.67'
L37	S02°39'02"W	350.20'
L38	N02°39'02"E	333.21'
L39	N43°35'30"W	74.97'
L40	N61°24'29"E	61.18'
L41	S01°24'30"W	1384.16'
L42	N01°24'30"E	1429.41'
L43	N00°59'05"E	287.45'
L44	S01°00'57"W	311.79'
L45	S43°35'30"E	70.71'
L46	S46°24'30"W	70.71'
L47	N59°51'37"E	136.24'
L48	S59°51'37"W	136.24'
L49	S87°26'26"E	26.32'
L51	N02°37'48"E	304.81'
L52	N41°12'38"W	64.22'



#	Radius	Length	Delta	Chord	Chord Bearing
C1	5365.39'	886.01'	9°27'41"	885.00'	N80°00'14"E
C2	45.00'	80.82'	105°25'07"	71.60'	S51°35'44"E
C3	430.00'	171.95'	22°54'41"	170.81'	N15°48'04"E
C4	370.00'	166.49'	25°46'56"	165.09'	N14°21'56"E
C5	430.00'	674.95'	89°56'02"	607.76'	N46°26'29"E
C6	360.00'	564.44'	89°49'58"	508.37'	S46°29'30"W
C7	530.00'	379.15'	40°59'16"	371.12'	S69°30'32"E

#	Radius	Length	Delta	Chord	Chord Bearing
C8	470.00'	305.52'	37°14'40"	300.17'	S67°38'13"E
C9	530.00'	344.52'	37°14'40"	338.49'	N67°38'13"W
C10	470.00'	336.18'	40°58'55"	329.06'	N69°30'21"W
C11	440.00'	90.10'	11°43'56"	89.94'	S21°23'26"W
C12	360.00'	162.61'	25°52'48"	161.23'	S14°19'00"W
C13	75.00'	398.81'	304°39'54"	69.85'	S07°49'48"W
C14	20.00'	10.36'	29°40'58"	10.25'	N50°20'20"E

#	Radius	Length	Delta	Chord	Chord Bearing
C15	20.00'	9.97'	28°33'38"	9.87'	N79°27'38"E
C16	720.00'	396.53'	31°33'19"	391.54'	N75°37'50"E
C17	780.00'	429.57'	31°33'17"	424.16'	S75°37'51"W
C18	780.00'	174.46'	12°48'54"	174.09'	N66°16'03"E
C19	720.00'	409.34'	32°34'28"	403.85'	S76°08'51"W

DEVELOPMENT NOTES

- Total Area: 17,528.625± sf - 402.402± ac
Total Number of Lots: 9
Smallest Lot: Lot 2 - 4.723± Acres
Largest Lot: Lot 4 - 124.912± Acres
Current Zoning: PD 229 (Planned Development District 229, Amendment 1)
Proposed Zoning: Amended PD 229
Source of Utilities: City of Springfield (Sanitary Sewer)
City Utilities of Springfield (Electric, Gas, Water)
1. Bufferyards, Yards and Setbacks shall be as required by the zoning district at the time of development.
 2. Maintenance of drainage and detention easement shall be the responsibility of the developer or shall be assumed by a duly constituted property owners association.
 3. Final Platting is assumed to be phased. Phase 1 includes Lots 1-3 and all necessary public improvements and utility extensions to support these lots. All remaining lots, improvements and utilities beyond these, shall be considered Phase 2.

PRELIMINARY PLAT

SKY LIGHT SURFACE PARK

PART OF SECTION 10, TOWNSHIP 29 NORTH, RANGE 21 WEST

CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI

OWNER/DEVELOPER

Springfield Underground, Inc.
P.O. Box 2240
Springfield, MO 65801

PREPARED BY

Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806

DESCRIPTION

Two parcels of land being all of the same property as described in Book 1559, Page 1427; Book 1583, Page 2146; Book 1742, Page 474; Book 1767, Page 1329; Book 1767, Page 1864; Book 2602, Page 22; Book 1768, Page 1086 and Book 2604, Page 621, lying South of the St. Louis - San Francisco Railroad in Section 10, Township 29 North, Range 21 West, Springfield, Greene County, Missouri, more particularly described as follows:

TRACT 1:
COMMENCING at a found aluminum monument as described in Missouri Corner Document Number 600-94800 being the Southwest Corner of the Southwest Quarter (SW¼), of the Southwest Quarter (SW¼), of said Section 10; thence S87°22'12"E, along the South line of said SW¼, SW¼, a distance of 217.24 feet; thence N02°37'48"E, leaving said South line, a distance of 79.65 feet, to an existing 1/2" iron bar capped "LC 366", being a point on the North right-of-way line of Division Street (State Highway YY), as it now exists, for the POINT OF BEGINNING; thence N41°12'38"W, along said North right-of-way line, a distance of 64.22 feet, to an existing 1/2" iron bar capped "LC 366", being a point on the East right-of-way line of U.S. Highway 65 at Station 823+50, 275.00 feet right (Measured and Deeded), as described in Book 1356 at Page 95, Book 1356 at Page 97 and Book 1426 at Page 713 where an existing State Highway right-of-way post bears N0°27'06"W, 4.44 feet; thence leaving said North right-of-way line and along said East right-of-way line the following five (4) calls: (1) N08°20'24"W, a distance of 923.45 feet, to an existing 1/2" iron bar capped "LC 366" at Station 615+40, 125.00 feet right (Measured and Deeded); (2) N02°09'20"E, a distance of 2040.04 feet, to an existing 1/2" iron bar capped "LC 366", at Station 795+00, 125.00 feet right (Measured and Deeded), where an existing State Highway right-of-way post bears N17°04'20"E, 4.21 feet; (3) N07°51'58"E, a distance of 201.00 feet, to an existing 1/2" iron bar "LC 366" at Station 793+00, 145.00 right (Measured and Deeded); (4) N02°09'20"E, a distance of 190.02 feet, to an existing 1/2" iron bar capped "LC 366" at Station 791+11.88, 145.00 feet right where an existing State Highway right-of-way post bears S05°06'50"W, 1.90 feet, said iron bar being a point on the South right-of-way line of said St. Louis - San Francisco Railroad; thence leaving said East right-of-way line and along said South right-of-way line and along a non-tangent curve to the left with a radius of 5,365.39 feet (1" Record), an arc length of 886.01 feet, a central angle of 09°27'41", and a chord which bears N80°00'14"E, 885.00 feet, to an existing 1/2" iron bar capped "LC 366"; thence N75°42'03"E, continuing along said South right-of-way line, a distance of 1,728.89 feet, to an existing 1/2" iron bar capped "LC 366", being a point on the apparent West right-of-way line of LeCompte Road, as it now exists; thence leaving said South right-of-way line and along said apparent West right-of-way line, S01°11'03"W, a distance of 1,387.72 feet, to an existing 1/2" iron bar capped "LC 366"; thence S01°31'23"W, continuing along said apparent West right-of-way line, a distance of 2,594.57 feet, to an existing 1/2" iron bar on the North right-of-way line of said Division Street, per MODOT construction plans for State Highway YY; thence leaving said West right-of-way line of LeCompte and along the North right-of-way line of said Division Street for the next nine (9) calls: (1) S47°07'18"W, a distance of 62.66 feet, to an existing State Highway right-of-way post, (2) N87°22'12"W, a distance of 483.19 feet, to an existing 1/2" iron bar capped "LC 366"; (3) N81°39'34"W, a distance of 50.25 feet, to an existing 1/2" iron bar (beet); (4) N87°22'12"W, a distance of 50.00 feet, to an existing 1/2" iron bar capped "LC 366"; (5) S88°04'28"W, a distance of 50.15 feet, to an existing State Highway right-of-way post; (6) N87°14'56"W, a distance of 724.31 feet, to an existing 4" by 4" concrete right-of-way marker, where a State Highway right-of-way post bears N79°35'12"W, 1.65 feet; (7) N78°05'09"W, a distance of 252.61 feet, to a State Highway right-of-way post; (8) N87°13'51"W, a distance of 500.71 feet, to an existing 4" by 4" concrete right-of-way marker; (9) N87°25'05"W, a distance of 250.00 feet, to the POINT OF BEGINNING, EXCEPT for a 4.389, more or less, acre tract being all that part of a tract of land deeded to City Utilities of Springfield, recorded in Book 1258 at Page 532, being more particularly described as COMMENCING at a found aluminum monument as described in Missouri Corner Document Number 600-94800 being the Southwest Corner of the Southwest Quarter (SW¼), of said Section 10; thence S87°22'12"E, along the South line of said SW¼, a distance of 561.59 feet, thence N02°37'48"E, leaving said South line, a distance of 304.81 feet, to an existing 5/8" iron bar capped "LC 62" being the Southwest corner of said tract, and the POINT OF BEGINNING; thence N01°06'55"E, along the East line of said tract, a distance of 448.16 feet, to an existing 5/8" iron bar capped "LC 255-D"; thence S87°18'36"E, leaving said West line, a distance of 427.02 feet, to an existing 5/8" iron bar (beet), being a point on the East line of said tract; thence S01°06'55"W, along said East line, a distance of 447.71 feet, to an iron bar set LC 366, being the Southeast corner of said tract; thence N87°22'12"W, leaving said East line and along the South line of said tract, a distance of 427.01 feet, to the POINT OF BEGINNING, containing 9,079.316 square feet or 208.432 acres, more or less.

TRACT 2:
COMMENCING at a found aluminum monument as described in Missouri Corner Document Number 600-94800 being the Southwest Corner of the Southwest Quarter (SW¼), of the Southwest Quarter (SW¼), of said Section 10; thence S87°22'12"E, along the South line of said SW¼, a distance of 2,640.20 feet, to the Southeast corner SE¼, SW¼, of said Section 10; thence S87°16'28"E, along the South line of the SW¼, SW¼, SE¼, a distance of 655.61 feet; thence N02°43'32"E, leaving said South line SW¼, SW¼, SE¼, a distance of 34.23 feet, to an existing 1/2" iron bar capped "LC 366", being a point on the North right-of-way line of said Division Street (State Highway YY) and a point on the East line of a tract of land recorded in Book 2022 at Page 031500-22; thence N01°28'07"E, leaving said North right-of-way line, and along said East line of said tract, a distance of 643.47 feet, to an existing 1/2" iron bar capped "LC 366"; at the Northeast corner of said tract; thence N86°15'33"W, leaving said East line and along the North line of said tract, a distance of 636.05 feet, to an existing iron bar capped "LC 366", being a point on the apparent East right-of-way line of said LeCompte Road; thence N01°31'23"E, leaving said North line, and along said apparent East right-of-way line, a distance of 1,986.57 feet, to an existing iron bar capped "LC 366"; thence N01°11'03"E, continuing along said apparent East right-of-way line, a distance of 1,378.16 feet, to an existing cotton spindle being a point on the apparent South right-of-way line of Farm Road 116 (Old Wire Road), as it now exists; thence N75°41'43"E, leaving said East right-of-way line of LeCompte Road, and along said South right-of-way line of Farm Road 116, a distance of 1,266.87 feet, to an existing iron bar capped "LC 366"; thence continuing along said South right-of-way line and along a tangent curve to the right, having a radius of 45.00 feet, an arc length of 82.80 feet, a central angle of 105°25'07", and a chord which bears S51°35'44"E, 71.60 feet, to an existing 1/2" iron bar capped "LC 366"; thence S01°08'35"W, continuing along said South right-of-way line, being 8.00 feet West of and parallel with the East line of the NW¼, NE¼ (per a survey recorded in SRB 38-228), a distance of 401.87 feet, to an existing 1/2" iron bar capped "LC 366"; thence S87°26'26"E, leaving said parallel line and continuing along said South right-of-way line, a distance of 1323.99 feet, to an existing 1/2" iron bar capped "LC 366", being a point on the East line of the SE¼, NE¼ of said Section 10; thence S01°28'28"W, leaving said South right-of-way line and along the East line of said SE¼, NE¼, a distance of 1,312.94 feet, to a point on the North line of Lot 2 of Hickory Valley Phase 2, recorded in Plat Book AAA, at Page 498, leaving said East line, and along the North line of said Lot 2 and beyond, along the North line of a tract of land recorded in Book 2712 at Page 1236, a distance of 655.22 feet, to the Northwest corner of said tract, where an existing 1/2" iron bar bears S87°12'24"E, 2.27 feet and an existing 5/8" iron bar capped "LS 1918" bears S01°31'48"W, 2.22 feet; thence S01°31'48"W (S01°06'21" Deed), leaving said North line, and along the West line of said tract, a distance of 1,055.68 feet (1,055.66' Deed), to the Northwest corner of Lot 6 in Weatherwood Subdivision, as recorded in Plat Book NN at Page 44, where an existing 5/8" iron bar capped "LS 1918" bears S88°30'56"E, 0.50 feet; thence S01°31'48"W, along said West line of Weatherwood Subdivision, the West line of Supreme Estates, as recorded in Plat Book KK at Page 23, and the West line of a tract of land recorded in Book 2004 at Page 012691-04, a distance of 1,582.31 feet, to an existing 1/2" iron bar capped "LC 366", being a point on the North right-of-way line of said Division Street; thence N87°17'45"W, leaving said East line, and along said North right-of-way line, a distance of 1,304.22 feet, to the POINT OF BEGINNING, containing 8,449.309 square feet, or about 193.969 acres, more or less, both tracts combined containing 402.402 acres, more or less, subject to rights-of-way, easements and restrictions of record.

INFORMATION OF FACT

1. This survey and plan is based upon the following data and/or exceptions:

	Yes	No	Item
a) Deed of Record	x		See Item No. 9 below
b) Filed Maps	x		See Item No. 10 below
c) Title Search/Binder	x		Waco Title Company Springfield, File no. 2000225-117, dated 1-15-2020
2. Certified To: Springfield Underground, Inc., f/k/a Griesemer Stone Company
This is to certify that, to the best of my knowledge and belief, this map or plan is the result of a field survey performed on March 15, 2023, by me or under my direct supervision, in accordance with the rules and regulations promulgated by the "State Board of Professional Engineers and Land Surveyors". The information depicted herein, to the best of my knowledge and belief, represents the conditions found at, and as of the date of the field survey, except such improvements or easements, if any below the surface and not visible. Accordingly the undersigned professional is not responsible for the presence of underground utilities or structures, if same are not visible or otherwise disclosed by any aforementioned data listed above.
3. This survey or plan is made for and certified to the parties named hereon for the purpose(s) stated. No other purpose is intended nor implied. The undersigned professional is neither responsible nor liable for the use of this plan beyond its intended purpose.
4. The use of the word "certify" or "certification" constitutes an expression of professional opinion regarding those facts or findings which are the undersigned professional's knowledge, information and belief, and in accordance with the commonly accepted procedure consistent with the applicable standards of practice, and does not constitute a warranty or guarantee either expressed or implied.
5. The Flood Insurance Rate Map (FIRM) from the Federal Emergency Management Agency (FEMA) Community Panel No. 29077C0351E & 29077C0352E, Effective Date December 17, 2010 shows a portion of this property is located in Zone "A" (Special Flood Hazard Areas subject to inundation by the 1% annual chance flood. No Base Flood Elevations determined.)
6. Olsson and the surveyor of record make no guarantees that the underground utilities shown hereon comprise all such utilities in the area, either in service or abandoned. Olsson and the surveyor of record further does not warrant that the underground utilities shown are in the exact location indicated. Olsson and the surveyor of record have not physically located the underground utilities. If any underground utility locations are required, they will have to be verified by field potholing the utilities. Olsson and the surveyor of record shall not be liable for the location of or the failure to note the location of non-visible utilities. Utilities were ordered to be located per one-call ticket numbers 200171051, 200381301, 200520216-200520225, 200520228, 200520229, 200550214-200550215, 200580641-200580642, 200580687-200580689. The companies listed on the ticket are Mediacom, ATT Distribution, City Utilities Electric/Fiber/Gas/Water, City of Springfield Sewer/Traffic, Level 3 Now CenturyLink, MNA-Bluebird, Wide Open Network, and McDot SW District-Springfield.
7. Easements shown are those provided and/or researched per title report (see 1c).
8. This survey includes areas where apparent marked utilities and/or their appearances appear to exist outside of a known easement. These utilities may or may not be private in nature and may or may not constitute a possible encroachment.
9. Book 1559, Page 1427; Book 1583, Page 2146; Book 1742, Page 474; Book 1767, Page 1329; Book 1768, Page 1086; Book 1767, Page 1864; Book 2602, Page 22; Book 2604, Page 621
10. Missouri Certified Land Corner Documents Nos. 600-65796, 600-89215, 600-89315, 600-91794, 600-94800
Weatherwood Subdivision (recorded in Plat Book NN, Page 44)
Supreme Estates Subdivision (recorded in Plat Book KK, Page 23)
Hickory Valley Phase 2 (recorded in Plat Book AAA, Page 498)
Kastendieck Survey (recorded in Survey Record Book 38, Page 228)
Durham Survey (recorded in Survey Record Book 50, Page 51)
Landmark Survey (recorded in Survey Record Book 54-90, Page 1425)
Construction plans for Highway YY and Highway 65

CERTIFICATE OF SURVEY AND ACCURACY

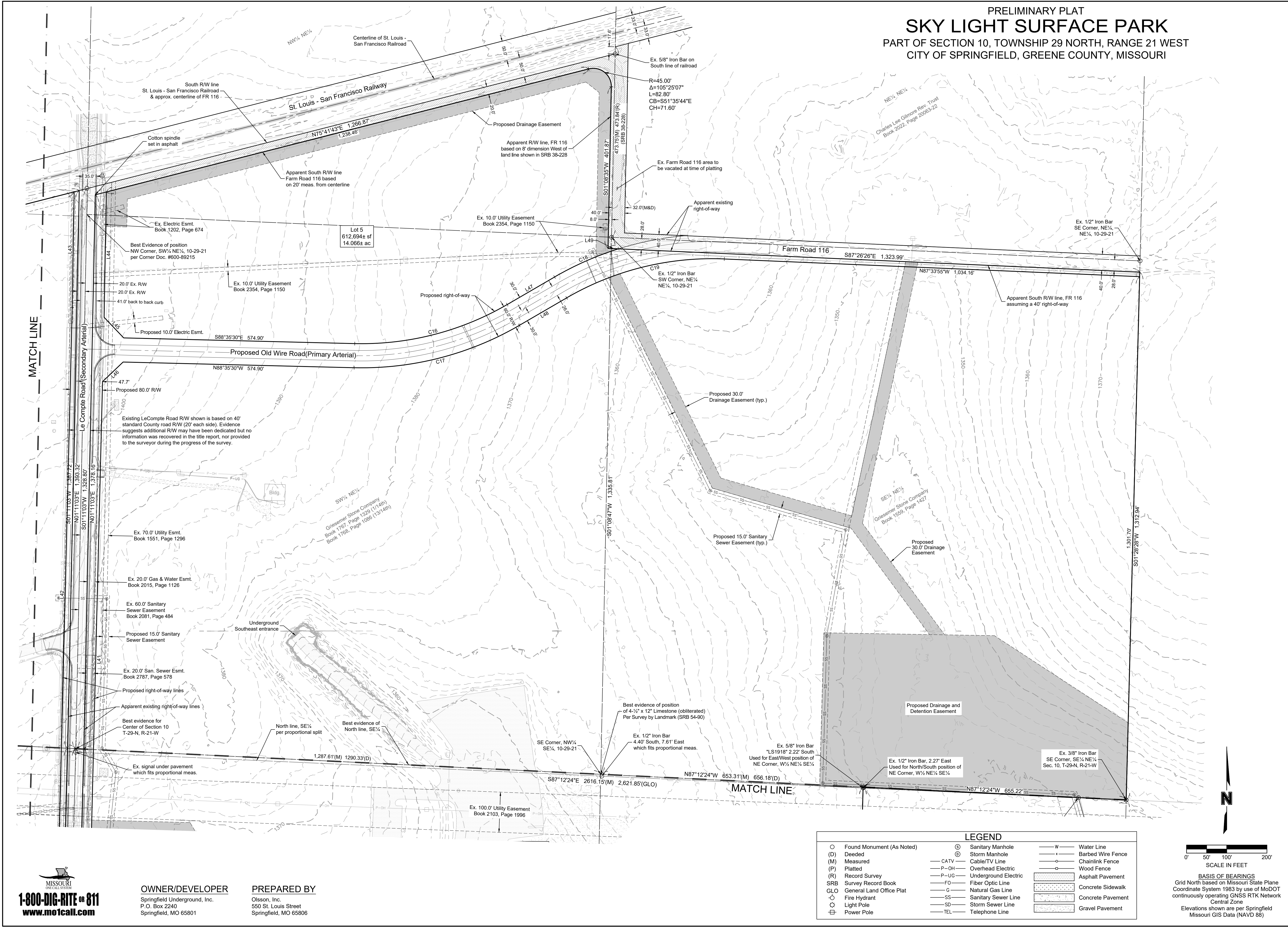
Know all men by these presents:
That I, David D. Drumm, do hereby certify to Springfield Underground, Inc., f/k/a Griesemer Stone Company, that this survey was prepared under my supervision from an actual survey of the land herein described, prepared by Olsson, Inc., dated March 28, 2023, and signed by David D. Drumm, PLS 2007017958, and that the monuments and lot corner pins shown herein were placed under the personal supervision of David D. Drumm, PLS 2007017958, in accordance with the current Missouri Standards For Urban Property Boundary Surveys.

David D. Drumm, MO PLS 2007017958
Olsson, Inc., MO LC366
ddrumm@olsson.com

05/03/2023

Date

		STATE OF MISSOURI DAVID D. DRUMM NUMBER PLS-2007017958 05-03-23		PROFESSIONAL LAND SURVEYOR 05-03-23	
		BY CDA		REVISIONS 05-03-23	
COVER SHEET PRELIMINARY PLAT SKY LIGHT SURFACE PARK SPRINGFIELD, MISSOURI		DATE 05-03-23		2023	
drawn by: CDA surveyed by: CO/DD checked by: DDD approved by: DDD project no.: V PPLT 0193475 drawing no.: C19-3475 date: 03-28-23		SHEET 1 of 7			



PRELIMINARY PLAT
SKY LIGHT SURFACE PARK
PART OF SECTION 10, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI

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555 St. Louis Street
Springfield, MO 65806
TEL 417 890 8802
www.olsson.com

STATE OF MISSOURI
DAVID D. DRUMM
NUMBER
PLS-2007017358
05-03-2022

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION	BY
1	05-02-23	Revised per City Comments	CDA

DETAIL SHEET

PRELIMINARY PLAT
SKY LIGHT SURFACE PARK

2023

SPRINGFIELD, MISSOURI

drawn by: CDA
surveyed by: CO/DD
checked by: DDD
approved by: DDD
project no.: V PPLT C193475
drawing no.: C19-3475
date: 03-28-23

SHEET
3 of 7

1-800-DIG-RITE or 811
www.mocall.com

OWNER/DEVELOPER
Springfield Underground, Inc.
P.O. Box 2240
Springfield, MO 65801

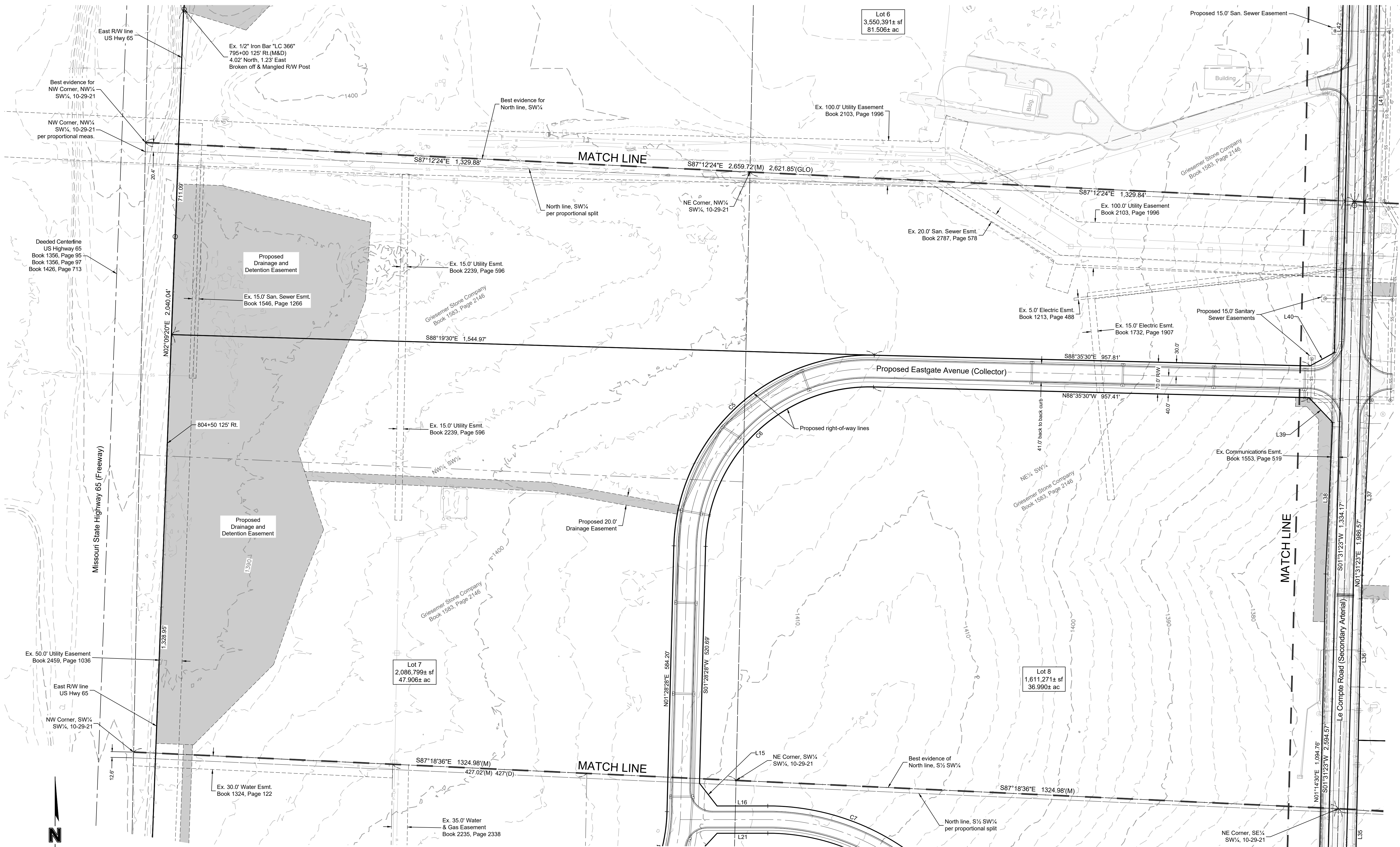
PREPARED BY
Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806

LEGEND			
○ Found Monument (As Noted)	⊙ Sanitary Manhole	— W —	Water Line
(D) Deeded	⊙ Storm Manhole	— x —	Barbed Wire Fence
(M) Measured	— CATV —	— —	Chainlink Fence
(P) Platted	— P-OH —	— —	Wood Fence
(R) Record Survey	— P-UG —	▨	Asphalt Pavement
SRB Survey Record Book	— FO —	▨	Concrete Sidewalk
GLO General Land Office Plat	— G —	▨	Concrete Pavement
○ Fire Hydrant	— SS —	▨	Gravel Pavement
☆ Light Pole	— SD —		
⊞ Power Pole	— TEL —		

0' 50' 100' 200'
SCALE IN FEET

BASIS OF BEARINGS
Grid North based on Missouri State Plane
Coordinate System 1983 by use of MoDOT
continuously operating GNSS RTK Network
Central Zone
Elevations shown are per Springfield
Missouri GIS Data (NAVD 88)

PRELIMINARY PLAT
SKY LIGHT SURFACE PARK
PART OF SECTION 10, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



BASIS OF BEARINGS
Grid North based on Missouri State Plane
Coordinate System 1983 by use of MoDOT
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650 St. Louis Street
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LEGEND		
○ Found Monument (As Noted)	⊙ Sanitary Manhole	— W — Water Line
(D) Deeded	⊙ Storm Manhole	— x — Barbed Wire Fence
(M) Measured	— CATV — Cable/TV Line	— o — Chainlink Fence
(P) Platted	— P-OH — Overhead Electric	— o — Wood Fence
(R) Record Survey	— P-UG — Underground Electric	▨ Asphalt Pavement
SRB Survey Record Book	— FO — Fiber Optic Line	▨ Concrete Sidewalk
GLO General Land Office Plat	— G — Natural Gas Line	▨ Concrete Pavement
— Fire Hydrant	— SS — Sanitary Sewer Line	▨ Gravel Pavement
⊙ Light Pole	— SD — Storm Sewer Line	
⊕ Power Pole	— TEL — Telephone Line	

DETAIL SHEET

PRELIMINARY PLAT
SKY LIGHT SURFACE PARK

SPRINGFIELD, MISSOURI

2023

BY

CDA

REVISIONS DESCRIPTION

Revised per City Comments

DATE

05-02-23

REV.

NO.

1

REVISIONS

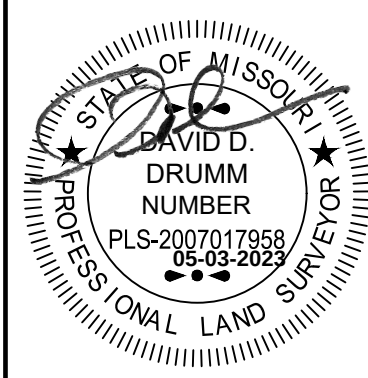
SHEET

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of

7

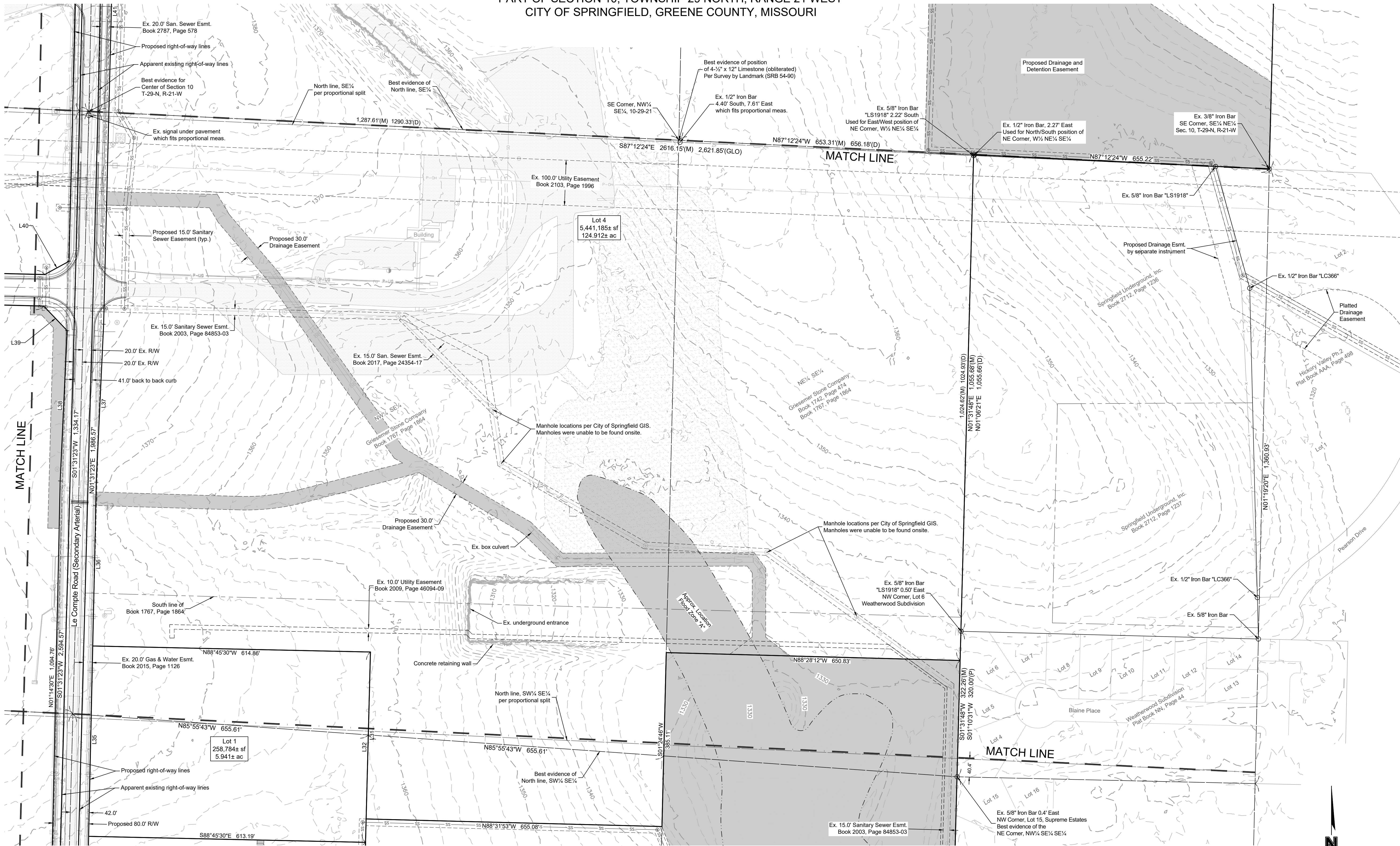
drawn by: CDA
surveyed by: CO/DD
checked by: DDD
approved by: DDD
project no.: V PPLT C193475
drawing no.: C19-3475
date: 03-28-23



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PRELIMINARY PLAT
SKY LIGHT SURFACE PARK
PART OF SECTION 10, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



MISSOURI
ONE CALL SYSTEM
1-800-DIG-RITE or 811
www.mot1call.com

OWNER/DEVELOPER
Springfield Underground, Inc.
P.O. Box 2240
Springfield, MO 65801

PREPARED BY
Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806

LEGEND		
○ Found Monument (As Noted)	⊙ Sanitary Manhole	— W — Water Line
(D) Deeded	⊙ Storm Manhole	— x — Barbed Wire Fence
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(P) Platted	— P-OH — Overhead Electric	— o — Wood Fence
(R) Record Survey	— P-UG — Underground Electric	Asphalt Pavement
SRB Survey Record Book	— FG — Fiber Optic Line	Concrete Sidewalk
GLO General Land Office Plat	— G — Natural Gas Line	Concrete Pavement
⊙ Fire Hydrant	— SS — Sanitary Sewer Line	Gravel Pavement
⊙ Light Pole	— SD — Storm Sewer Line	
⊙ Power Pole	— TEL — Telephone Line	

0' 50' 100' 200'
SCALE IN FEET

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Grid North based on Missouri State Plane
Coordinate System 1983 by use of MoDOT
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Central Zone
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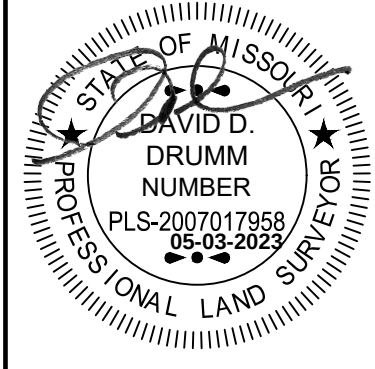
DETAIL SHEET

PRELIMINARY PLAT
SKY LIGHT SURFACE PARK

SPRINGFIELD, MISSOURI

2023

REV. NO.	DATE	REVISIONS DESCRIPTION	BY
1	05-02-23	Revised per City Comments	CDA

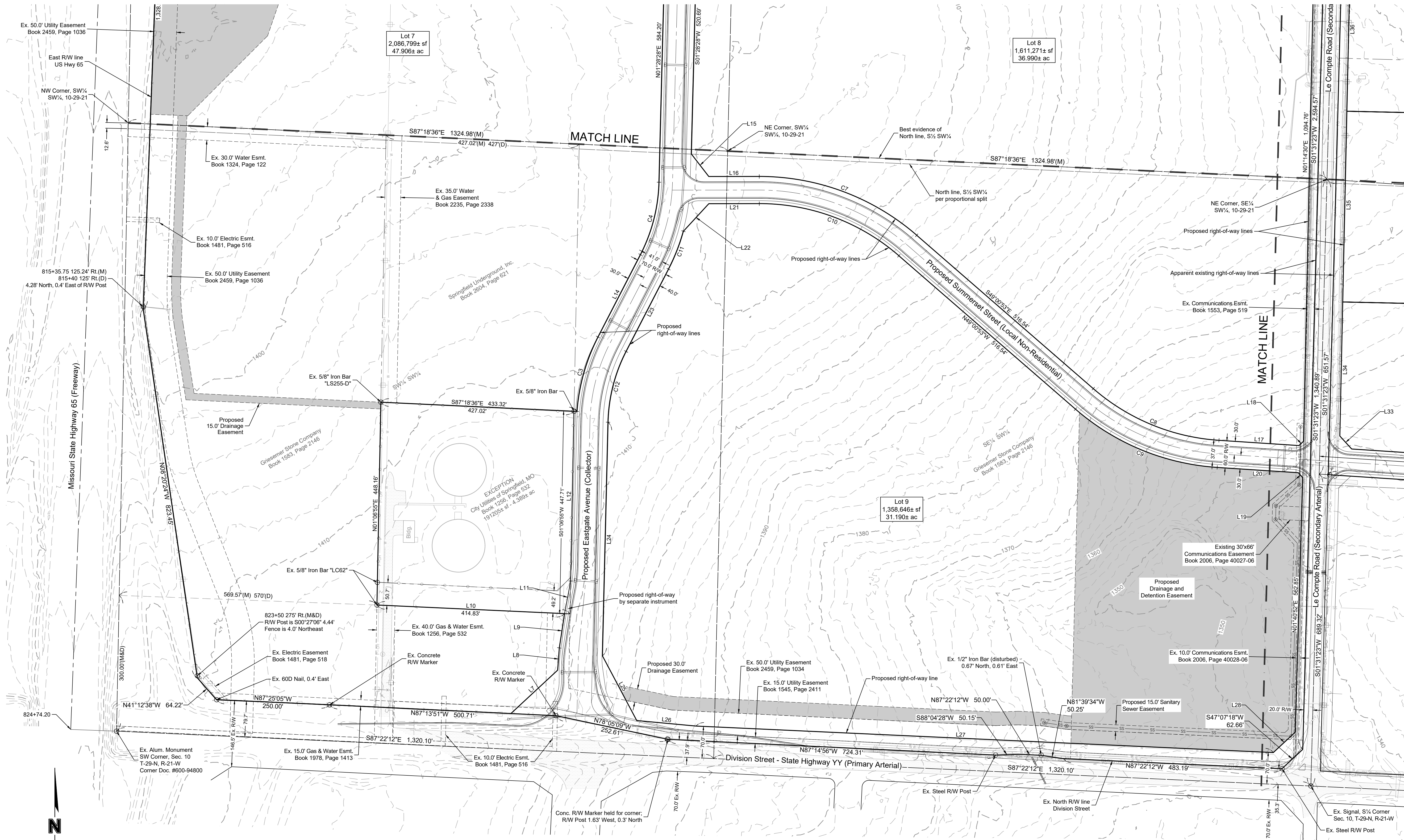


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Springfield, MO 65806
TEL 417 890 8802
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drawn by: CDA
surveyed by: CO/DD
checked by: DDD
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project no.: V PPLT C193475
drawing no.: C19-3475
date: 03-28-23

SHEET
5 of 7

PRELIMINARY PLAT
SKY LIGHT SURFACE PARK
PART OF SECTION 10, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



BASIS OF BEARINGS
Grid North based on Missouri State Plane
Coordinate System 1983 by use of MoDOT
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Springfield, MO 65801

PREPARED BY
Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806

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⊙ Light Pole	— SD —		
⊙ Power Pole	— TEL —		

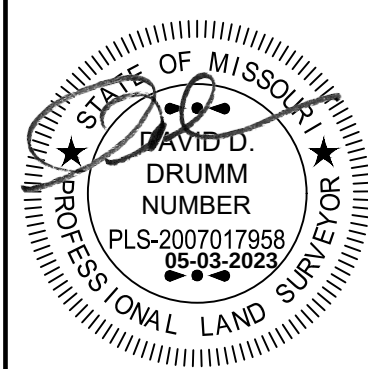
DETAIL SHEET

PRELIMINARY PLAT
SKY LIGHT SURFACE PARK

SPRINGFIELD, MISSOURI

2023

REV. NO.	DATE	REVISIONS DESCRIPTION	BY
1	05-02-23	Revised per City Comments	CDA



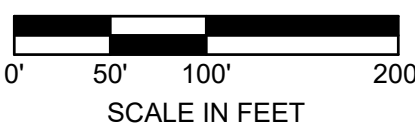
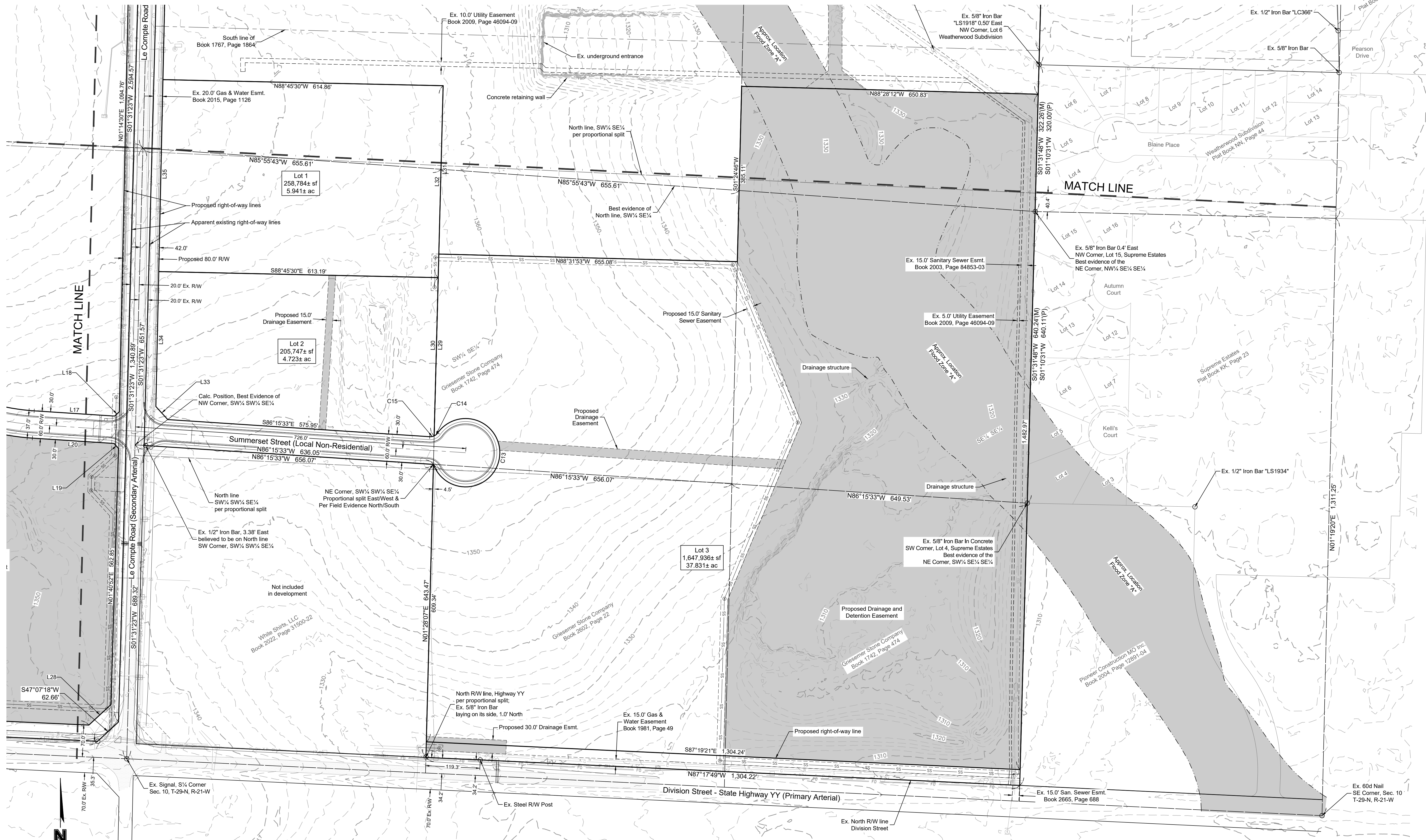
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TEL 417.890.8802
www.olsson.com

drawn by: CDA
surveyed by: CO/DD
checked by: DD/DD
approved by: DD/DD
project no.: V PPLT C193475
drawing no.: C19-3475
date: 03-28-23

SHEET
6 of 7

PRELIMINARY PLAT
SKY LIGHT SURFACE PARK
PART OF SECTION 10, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



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550 St. Louis Street
Springfield, MO 65806

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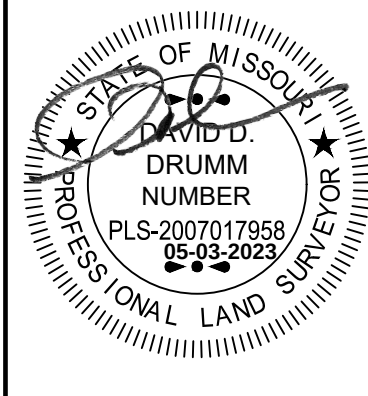
DETAIL SHEET

PRELIMINARY PLAT
SKY LIGHT SURFACE PARK

SPRINGFIELD, MISSOURI

2023

REV. NO.	DATE	REVISIONS DESCRIPTION	BY
1	05-02-23	Revised per City Comments	CDA



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www.olsson.com

drawn by: CDA
surveyed by: CO/DD
checked by: DDD
approved by: DDD
project no.: V PPLT C193475
drawing no.: C19-3475
date: 03-28-23

SHEET
7 of 7



EXPLANATION TO COUNCIL BILL 2023-155 (HOSMER)

FILED: 05/18/2023

ORIGINATING DEPARTMENT: Workforce Development

TITLE: A special ordinance authorizing the City Manager, or his designee, to accept funding from Community Foundation of the Ozarks in the amount of \$25,000 to perform employment transportation accessibility grant activities and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget of the Department of Workforce Development in the amount of \$25,000 for the purpose of appropriating the grant funds.

PURPOSE: Authorizing the City Manager, or his designee, to accept funding from Community Foundation of the Ozarks in the amount of \$25,000 to perform employment transportation accessibility grant activities and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget of the Department of Workforce Development in the amount of \$25,000 for the purpose of appropriating the grant funds.

BACKGROUND INFORMATION: Community Foundation of the Ozarks (“CFO”) has received American Rescue Plan Act funding to aid Greene County residents in overcoming transportation barriers to accessing employment through CFO’s Let’s Get to Work program. The purpose of Let’s Get to Work is to support workers and job seekers who face transportation barriers that affect their ability to get hired or maintain their current jobs.

Special Ordinance 27656, approved by City Council on February 22, 2022, and Special Ordinance 27723, approved by City Council on July 11, 2022, authorized the City Manager to accept and implement grants from CFO to further Let’s Get to Work’s purpose. Since then, the Department of Workforce Development has assisted more than seventy-five individuals with car repairs, new tires, gasoline cards, licensing fees, bus passes, ride-sharing services, and vehicle down payments.

The Department of Workforce Development has the opportunity to accept additional grant funding in the amount of \$25,000 from Let’s Get to Work to continue aiding qualified individuals. The funding will be used to continue offering services to support workers and job seekers who face transportation barriers that affect their ability to get hired or maintain their current jobs. Residential eligibility for this funding will be reserved for only those who reside within Missouri’s Greene County.

This budget adjustment accepts the increase in funds and budgets in the amount of \$25,000 in expenditures in the SGCHD Fiscal Year 2022-2023.



Submitted By: Maddy MacNeil, Executive Secretary

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 5/24/2023

Attachments:

1. Workforce Development Let's Get to Work Grant.ord
2. 5.30.2023_Let's Get to Work Funding Letter
3. Exhibit A- Let's get to work_BA

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 05-30-23

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2023-155 SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept funding from
2 Community Foundation of the Ozarks in the amount of \$25,000 to
3 perform employment transportation accessibility grant activities and
4 to enter into necessary agreements to carry out the grant; and
5 amending the Fiscal Year 2023-2024 budget of the Department of
6 Workforce Development in the amount of \$25,000 for the purpose
7 of appropriating the grant funds.
8 _____
9

10 WHEREAS, Community Foundation of the Ozarks ("CFO") has received
11 American Rescue Plan Act funding to aid Greene County residents in overcoming
12 transportation barriers to accessing employment through CFO's Let's Get to Work
13 program. The purpose of Let's Get to Work is to support workers and job seekers who
14 face transportation barriers that affect their ability to get hired or maintain their current
15 jobs; and
16

17 WHEREAS, Special Ordinance 27656, approved by City Council on February 22,
18 2022, and Special Ordinance 27723, approved by City Council on July 11, 2022,
19 authorized the City Manager to accept and implement grants from CFO to further Let's
20 Get to Work's purpose. Since then, the Department of Workforce Development has
21 assisted more than seventy-five individuals with car repairs, new tires, gasoline cards,
22 licensing fees, bus passes, ride-sharing services, and vehicle down payments; and
23

24 WHEREAS, the Department of Workforce Development has the opportunity to
25 accept additional grant funding in the amount of \$25,000 from Let's Get to Work to
26 continue aiding qualified individuals. The funding will be used to continue offering
27 services to support workers and job seekers who face transportation barriers that affect
28 their ability to get hired or maintain their current jobs; and
29

30 WHEREAS, residential eligibility for this funding will be reserved for only those
31 who reside within Greene County, Missouri.
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 Manager, or his designee, is hereby authorized to accept
37 grant funds in the amount of \$25,000 from Community Foundation of the Ozarks Let's
38 Get to Work program and to execute contracts, on forms approved by the City Attorney,
39 necessary to carry out the intent of this grant.

40
41 Section 2 – The Fiscal Year 2023-2024 budget of the City's Department of
42 Workforce Development is hereby amended in the accounts and in the amounts as
43 shown on Budget Adjustment No. 064, a copy of which is attached hereto and
44 incorporated herein by reference as "Exhibit A."

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

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

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

56
57 Passed at meeting: _____

58
59 _____
60 Mayor

61
62 Attest: _____, City Clerk

63
64 Filed as Ordinance: _____

65
66
67 Approved as to form: Mary B. Bozarth, Assistant City Attorney

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

File Message Help Acrobat Tell me what you want to do

Delete Archive Reply Reply All Forward Share to Teams Sunshine Posts Mark Unread Find Zoom Viva Insights

FW: Let's Get to Work



Schmeedle, Ericka

To: MacNeil, Maddy

Reply Reply All Forward

Wed 5/17/2023 12:07 PM

You forwarded this message on 5/17/2023 12:00 PM.

LSTW Agency Reporting Spreadsheet.xlsx
25 KB

Dear Ericka:

Congratulations! Your agency, City of Springfield Workforce Development, has received an additional grant in the amount of \$25,000 as part of the Let's Get to Work Fund. I'm delighted to share this good news with you!

We will produce a check and mail it as soon as we receive your report from the last grant. If you need us to hold that check until you receive City Council approval, let me know and we will proceed that way.

You will also receive information about a final/six month grant report, which your agency will need to complete no more than six months from now to update us on your progress. This report will require the attached spreadsheet, completed and uploaded to the report upon submission, as a component of the reporting process. Please maintain this spreadsheet as dollars are expended from this grant via your organization.

If you have any questions, please don't hesitate to ask. I am happy to help!

Best wishes,

Bridget Ozarks*(She/Her/Hers)*

VP of Programs

Community Foundation of the Ozarks

Phone: 417-864-6199

Web: cfzozarks.org

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
064

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24370	21	28210	416010	000000	00000	\$ 25,000	Community Foundation of the Ozarks: Let's Get to Work
Net Revenue Adjustment						\$ 25,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24370	21	28210	502625	000000	00000	\$ 25,000	Needs related expense
Net Expenditure Adjustment						\$ 25,000	

Fund Balance Appropriation:

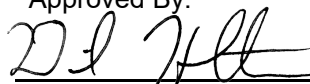
Fund	Title	Amount

Explanation: To amend the FY2022-23 budget by appropriating additional grant funds from the Community Foundation of the Ozarks for transportation reimbursements for going to work.

Requested By:

Department Head 5-30-2023
Date

Approved By:



Director of Finance 5-30-2023
Date

City Manager Date

Authorization:

Council Bill No. 2023-155
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-156 (HORTON)

FILED: 05/19/2023

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into a Cost Apportionment Agreement with the Missouri Highways and Transportation Commission to share costs associated with traffic signal communications infrastructure improvements at the intersection of Chestnut Expressway and Grant Avenue; and amending the Fiscal Year 2022-2023 budget for the Department of Public Works in the amount of \$19,955 to accept payment from the Commission.

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Cost Apportionment Agreement ("Exhibit A") with the Missouri Highways and Transportation Commission ("MHTC") to share costs associated with traffic signal communications infrastructure improvements at the intersection of Chestnut Expressway and Grant Avenue; and amending the Fiscal Year 2022-2023 budget for the Department of Public Works in the amount of \$19,955 to accept payment from MHTC for its share of the project.

BACKGROUND INFORMATION: This Cost Apportionment Agreement shares the estimated \$39,910 cost, of which the City and Missouri Department of Transportation ("MoDOT") agree to split equally, to complete improvements at the intersection of Chestnut Expressway and Grant Avenue related to communications infrastructure utilized collaboratively by MoDOT and the City to monitor and operate traffic control devices from the Transportation Management Center ("TMC"). Specifically, the proposed project includes the replacement of the electric power supply, relocation of the fiber-optic splice cabinet, and installation of conduit, cable, and pull boxes. The City will contribute \$19,955, funded from the 1/4-cent Capital Improvement Sales Tax – Traffic Signal Program and is already budgeted.

Supports the following 2023 City Council Priorities:

- Quality of Place
- Fiscal Sustainability and Accountability
- Economic Vitality
- Public Safety

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

Submitted By: Kirk Juranas, Assistant Director of Public Works



Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 5/24/2023

- Attachments:**
1. Chestnut & Grant Fiber Communications Cost Share_ord
 2. Exhibit 1_Chestnut & Grant Fiber Communications Cost-Share Agreement
 3. Exhibit 2- Chestnut Grant Fiber Communnications Cost-Share Agreement__BA

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 05-30-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-156

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Cost Apportionment
2 Agreement with the Missouri Highways and Transportation
3 Commission to share costs associated with traffic signal
4 communications infrastructure improvements at the intersection of
5 Chestnut Expressway and Grant Avenue; and amending the Fiscal
6 Year 2022-2023 budget for the Department of Public Works in the
7 amount of \$19,955 to accept payment from the Commission.
8 _____
9

10 WHEREAS, Chestnut Expressway is owned and maintained by the Missouri
11 Highways and Transportation Commission ("MHTC"), including traffic control equipment
12 and associated communications infrastructure; and
13

14 WHEREAS, the Missouri Department of Transportation ("MoDOT") and the City
15 collaboratively utilize this infrastructure to monitor and operate traffic control devices;
16 and
17

18 WHEREAS, the City desires to share in the cost of making improvements to this
19 infrastructure, including replacement of the electric power supply, relocation of the fiber-
20 optic splice cabinet, and installation of conduit, cable, and pull boxes; and
21

22 WHEREAS, the City will contribute fifty (50) percent of the cost, currently
23 estimated at \$19,955, which will be funded by 1/4-cent Capital Improvement Sales Tax
24 – Traffic Signal Program and is already budgeted, with any cost overruns evenly shared
25 between the MHTC and the City.
26

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

30 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
31 enter into a Cost Apportionment Agreement in substantial conformity with "Exhibit 1"
32 attached hereto and incorporated herein by reference.
33

34 Section 2 – The budget of the Department of Public Works for Fiscal Year 2022-
35 2023 is hereby amended in the accounts and in the amounts shown on Budget
36 Adjustment No. 066, a copy of which is attached hereto and incorporated herein by
37 reference as “Exhibit 2.”
38

39 Section 3 – City Council finds that the budget adjustment made above has been
40 recommended by the City Manager.
41

42 Section 4 – The City Manager is directed to cause the appropriate accounting
43 entries to be made in the books and records of the City.
44

45 Section 5 – 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

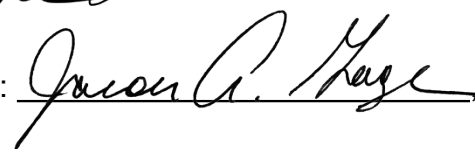
60 Approved for Council action:  _____, City Manager
61

EXHIBIT 1

CCO Form: DE07
Approved: 07/97 (DPP)
Revised: 12/21 (BDG)
Modified:

Cost Apportionment Agreement

Route: LP-44

County: Greene

Job No.: n/a

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST APPORTIONMENT AGREEMENT

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

WITNESSETH:

WHEREAS, the Commission owns and maintains the intersection of LP-44 (Chestnut Expressway) and Grant Avenue, including the traffic signal control equipment and associated communications infrastructure, in Greene County as part of the State Highway System; and

WHEREAS, the parties desire the improvement and relocation of certain infrastructure at the intersection, more specifically described below; and

WHEREAS, the City is willing to provide assistance in the construction or reconstruction of the improvements, subject to the terms and conditions herein.

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

(1) PURPOSE: The purpose of this Agreement is to coordinate the participation by the Commission in the cost of the City's public improvement at the intersection of Chestnut Expressway and Grant Avenue. This public improvement will involve the replacement of the power supply, relocation of the fiber-optic splice cabinet, and installation of conduit, cable, and pull boxes as shown in EXHIBIT A

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

The intersection of LP-44 (Chestnut Expressway) and Grant Avenue within the City of Springfield

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

(4) USE OF RIGHT-OF-WAY: The Commission grants the right to use the State Highway right-of-way as necessary for construction and maintenance of said public improvements. The City grants the right to use the right-of-way of public roads, streets, and alleys as necessary for ongoing maintenance of said public improvements.

(5) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

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

(A) The City will be responsible for the preparation of construction plans and project specifications. This includes design, construction administration, and inspection of the project.

(B) The City will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(C) The Commission and City will each be responsible for installation and termination of their respective fiber-optic cables.

(7) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to as follows:

(A) The currently estimated cost of the project is thirty-nine thousand nine hundred ten dollars and 35 cents (\$39,910.35), as shown in EXHIBIT B, for which the Commission and City agree to split equally.

(B) The City shall submit to the Commission invoices and/or other supporting documentation upon payment by the City to its Contractor and to City Utilities for work performed as part of the project.

(C) The Commission shall reimburse the City for fifty percent (50%) of the project costs within thirty (30) days of the Commission's receipt of invoices and/or other supporting documentation provided by the City, including the cost of a fiber optic splice cabinet already purchased by the City to be furnished for contractor installation as part of the project.

(D) All overruns will be the responsibility of the Commission and City splitting the cost 50/50.

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

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) APPROVAL OF FHWA AND AVAILABILITY OF FUNDS: This Agreement is entered into subject to the availability of federal and state funds for this construction.

(11) CANCELLATION: Either party may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing written notice of cancellation. Should either party exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the later of (a) the date specified in the notice of cancellation, or (b) thirty (30) days after receipt of a written notice of cancellation

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(14) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(15) CITY RIGHT OF WAY: All improvements made within the City-owned right-of-way shall become the City's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the City, except as otherwise provided by this Agreement or a separate written agreement.

(16) NO INTEREST: The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(17) 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.

(18) 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.

(19) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the City for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the City with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the City's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the City's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(20) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(21) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(22) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(23) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
Attn: Southwest District Engineer
3025 East Kearney Street
Springfield, MO 65803

City to: City of Springfield
Attn: Director of Public Works
840 Boonville Avenue

or to such other place as the parties may designate in accordance with this Agreement.

(24) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(25) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

[Remainder of Page Intentionally Left Blank; Signatures and Execution Appear on Following Page]

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

Executed by the City on _____(DATE)

Executed by the Commission on _____(DATE)

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

By: _____

Title: _____

ATTEST:

Secretary to the Commission

CITY OF SPRINGFIELD

By: _____

City Clerk

By: _____

Director of Finance

By: _____

Deputy City Manager

By: _____

Contract Paralegal

APPROVED AS TO FORM:

Commission Counsel

APPROVED AS TO FORM:

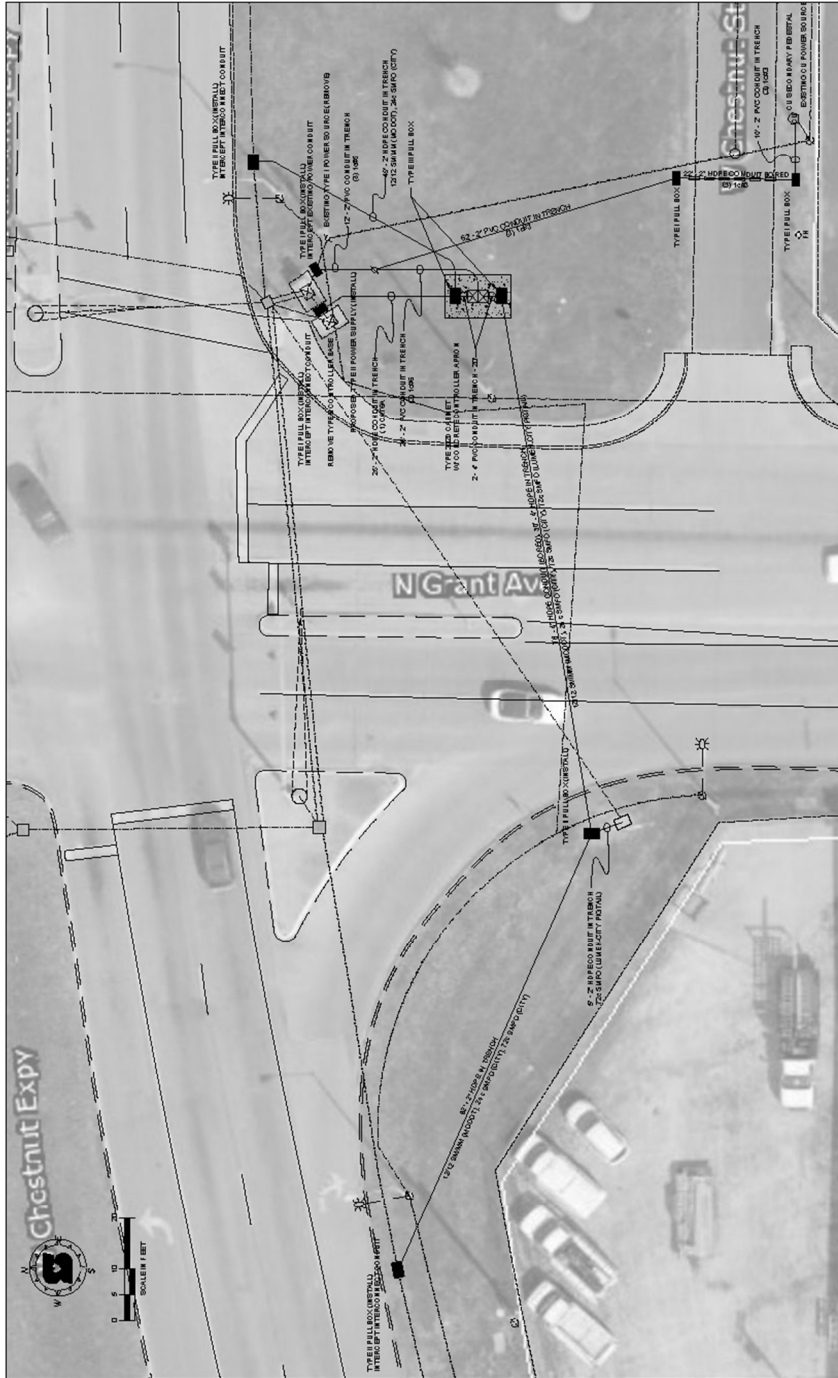
By: _____

Title: _____

Ordinance No. _____

EXHIBIT A

CHESTNUT EXPRESSWAY & GRANT AVENUE



- REMOVALS:**
- ITEM NO. 10: TYPE "W" CONTROLLER BASE
 - ITEM NO. 17: DISCONNECT, REMOVE AND DISPOSE OF 30' INTERPOLE AND POWER SUPPLY (1 EACH)
- INSTALLATIONS:**
- ITEM NO. 1: CONCRETE FOR CONTROLLER BASES (2.57 C.Y.)
 - ITEM NO. 3: TYPE I PULL BOX, COMPOSITE (2 EACH)
 - ITEM NO. 4: TYPE II PULL BOX, COMPOSITE (3 EACH)
 - ITEM NO. 5: TYPE III PULL BOX, COMPOSITE (2 EACH)
 - ITEM NO. 7: 2" PVC CONDUIT IN TRENCH (110 LF)
 - ITEM NO. 8: 4" PVC CONDUIT IN TRENCH (30 LF)
 - ITEM NO. 12: 2" HDPE CONDUIT IN TRENCH (171 LF)
 - ITEM NO. 13: 2" HDPE CONDUIT - BORED (22 LF)
 - ITEM NO. 14: 4" HDPE CONDUIT IN TRENCH (30 LF)
 - ITEM NO. 15: 4" HDPE CONDUIT - BORED (35 LF)
 - ITEM NO. 18: TYPE I POWER SUPPLY (1 EACH)
 - ITEM NO. 22: 1/4" POWER CABLE (47 LF)
 - ITEM NO. 24: 1/4" POWER CABLE (27 LF)
 - ITEM NO. 38: INSTALL CU PROVIDED MATERIALS FOR POWER SUPPLY, DISCONNECT, AND SECONDARY TIE-IN, ELBOW, AND SECONDARY TIE-IN (1 EACH)

DEPARTMENT OF PUBLIC WORKS	
SPRINGFIELD, MISSOURI	
CHESTNUT EXPRESSWAY	
& GRANT STREET	
REPLACE POWER SUPPLY	
APPROVED BY: _____	DATE: _____
DIRECTOR OF PUBLIC WORKS	
NAME: _____	DATE: _____
DATE: _____	DATE: _____
DATE: _____	DATE: _____

EXHIBIT B

CITY OF SPRINGFIELD, PUBLIC WORKS DEPARTMENT, TRANSPORTATION MANAGEMENT DIVISION
FIBER COMMUNICATIONS MODIFICATION CHESTNUT EXPY AND GRANT AVE
COST ESTIMATE

REMOVALS				Chestnut & Grant Splice Cabinet		
Item No.	Description	Unit	Unit Price	Estimated Quantity	Extended Price	Item No.
10	Type "B" Controller Base	EACH	\$165.00	1.00	\$165.00	10
17	Disconnect, Remove and Dispose of 30' Meter Pole and Power Supply	EACH	\$425.00	1.00	\$425.00	17
INSTALLATION						
Item No.	Description	Unit	Unit Price	Estimated Quantity	Extended Price	Item No.
1	Concrete for Contoller Bases	C.Y.	\$810.00	2.57	\$2,081.70	1
3	Type I Pull Box, Composite	EACH	\$1,145.00	3.00	\$3,435.00	3
4	Type II Pull Box, Composite	EACH	\$1,530.00	3.00	\$4,590.00	4
5	Type III Pull Box, Composite	EACH	\$2,495.00	2.00	\$4,990.00	5
7	2" PVC Conduit in Trench	L.F.	\$19.50	110.00	\$2,145.00	7
9	4" PVC Conduit in Trench	L.F.	\$33.50	20.00	\$670.00	9
12	2" HDPE Conduit in Trench	L.F.	\$12.00	171.00	\$2,052.00	12
13	2" HDPE Conduit - Bored	L.F.	\$20.50	22.00	\$451.00	13
14	4" HDPE Conduit - Trench	L.F.	\$26.50	30.00	\$795.00	14
15	4" HDPE Conduit - Bored	L.F.	\$28.75	75.00	\$2,156.25	15
18	Type II Power Supply	EACH	\$3,035.00	1.00	\$3,035.00	18
23	1c#6 Power Cable	L.F.	\$2.35	147.00	\$345.45	23
24	1c#3 Power Cable	L.F.	\$3.85	327.00	\$1,258.95	24
38	Install CU Provided Materials for Power Supplies. (Riser, Standoff Brackets, Elbow, and Secondary Pedestal)	EACH	\$1,090.00	1.00	\$1,090.00	38
Costs Paid Outside of Annual Maintenance Contract						
	332D Splice Cabinet	EACH	\$ 4,225.00	1.00	\$4,225.00	
	CU Estimated Reimbursement	L.S.	\$ 6,000.00	1.00	\$6,000.00	
					\$39,910.35	

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
066

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46120	20	73020	414110	102739	00000	\$ 19,955	MoDOT Reimbursement
Net Revenue Adjustment						\$ 19,955	

Expenditures:

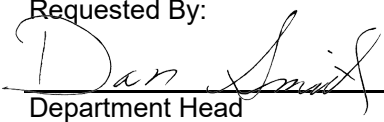
Fund	Dept	Org	Account	P&G	Location	Amount	Description
46120	20	73020	509110	102739	00000	\$ 19,955	Chestnut Expressway and Grant Avenue Intersection Traffic Signal Communication Improvements
Net Expenditure Adjustment						\$ 19,955	

Fund Balance Appropriation:

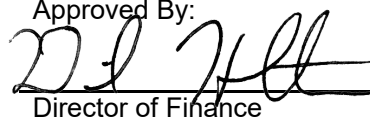
Fund	Title	Amount

Explanation: To amend the FY2022-23 budget by appropriating a \$19,955 reimbursement from the Missouri Department of Transportation for their 50% share of costs for the Chestnut Expressway and Grant Avenue Intersection Traffic Signal Communication Improvement project.

Requested By:

 5-30-2023
Department Head Date

Approved By:

 5-30-2023
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2023-156
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-157 (JENSON)

FILED: 05/19/2023

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance authorizing the City Manager, or his designee, on behalf of the City of Springfield, to enter into an Infrastructure Reimbursement Agreement with Springfield West Partners, LLC, for improvements to West Sunshine Street, South West Bypass, and South Moore Road, to facilitate the construction of a 22.72-acre retail development generally located at the southeast corner of West Sunshine Street and South West Bypass.

PURPOSE: To authorize the City Manager, or his designee, on behalf of the City of Springfield, to enter into an Infrastructure Reimbursement Agreement with Springfield West Partners, LLC ("Developer"), for improvements to West Sunshine Street, South West Bypass, and South Moore Road to facilitate construction of an 22.72-acre retail development, for a reimbursement amount not to exceed \$6,074,503.

BACKGROUND INFORMATION: The Developer has indicated its desire to construct Sunshine Towne Centre, a 22.72-acre retail development located at the southeast corner of the intersection of West Sunshine Street and South West Bypass. A national retailer plans to construct a 150,000 ft² (approx.) general retail facility on a 13-acre lot located over the western half of the development and serve as the anchor tenant. The remainder of the development will consist of four smaller lots for retail/commercial use. In order to provide a suitable site, improvements to the adjoining portions of West Sunshine Street, South West Bypass, and Moore Road, as well as construction of new internal streets are required.

The required public improvements are estimated to cost approximately \$6.02 million. The Developer has requested that the City use both an Infrastructure Reimbursement Agreement and a Community Improvement District to reimburse Developer for these improvements.

This Ordinance will authorize an Infrastructure Reimbursement Agreement ("Exhibit 1") that will reimburse Developer up to \$4,020,560 for the costs of the improvements to West Sunshine Street, South West Bypass, and South Moore Road using one-half of the City's 1-cent (1%) general revenue, ¼-cent (0.25%) capital improvements, and 1/8-cent (0.125%) transportation sales taxes that are generated solely by the proposed retail development. The Agreement has a term of 15 years and includes an interest rate on the unpaid balance of 6% per annum. The cap on reimbursement under the Infrastructure Reimbursement Agreement, including interest, is \$6,074,503.

The Agreement also contains a commitment to establish a community improvement

district (“CID”) on the proposed retail development, excluding the anchor tenant site, to pay for the balance of the public improvements consisting of the required internal streets, which are estimated to be \$2 million. These two incentives are not being considered concurrently because the Developer has not yet closed on all of the property, and the CID Petition must be signed by the property owner. A separate Council Bill to consider approval of the proposed CID Petition will be presented for Council action.

The City has used Infrastructure Reimbursement Agreements in the past to reimburse the developer for public improvements associated with projects such as the Lowe’s on North Kansas Expressway, the James River Towne Center/Walmart Supercenter on East Independence Street, Costco on East Chestnut Expressway, and Buc-ee’s at I-44 Exit 84. These agreements are structured as contracts between the City and the developer, wherein the developer designs, funds and builds certain public improvements, and is reimbursed through a portion of the local sales taxes generated by the development. Some communities call these agreements “sales tax rebate agreements.”

City Council adopted the *Economic Development Incentives Policy Manual* to provide guidance for the use of economic development incentives in 2011 (Resolution 9855) and it has been most recently amended in 2018 (Resolution 10417). The following policies apply to this project.

2	All discretionary incentives will be subject to a “but for” test. There must be a finding by the City Council that the project would not occur, or would only occur at a significantly smaller scale, or will not be financially feasible or stable, or that public benefit will not occur if the incentive is not provided. Discretionary incentives will only be granted to those project that would not otherwise occur if incentives were not provided, unless the City council finds there to be an overriding public benefit or a reduction in costs that would otherwise be paid by the City.	The Developer has indicated that the requested incentives are necessary to make the project financially feasible.

3	Discretionary incentives will be granted only at the level necessary to make the project financially feasible.	The Developer has indicated that the requested incentives are necessary to make the project financially feasible.
4	All projects receiving incentives must be consistent with the City's Comprehensive Plan and must comply with all applicable City zoning and building codes.	The proposed retail development is consistent with the <i>Forward SGF Comprehensive Plan</i> , which designates the development site as part of the City Corridor Placetype. This placetype is predominately comprised of commercial- and service-oriented uses along major roadways and encourages high-density multifamily uses when located near the retail, commercial services, and employment centers they rely on. The development site is currently pending rezoning from Greene County C-2, General Commercial District; Greene County R-1, Suburban Residence District; Greene County Plot Assignment District No. 1901; and City of Springfield GR, General Retail District to HC, Highway Commercial District with Conditional Overlay District No. 225 (Zoning Case Z-4-2023 w/COD #225) to allow construction of the proposed retail development. The Planning and Zoning Commission considered this request on May 11, 2023, and recommended approval by a vote of 8 to 0. The City Council will hold a public hearing to consider this request on June 5, 2023. The proposed development will comply with all applicable zoning and building codes.

5	Since each project is unique, every proposal will be evaluated under the City's Policies on its individual merit and overall contribution to the local economy and the City's goals.	The intersection of West Sunshine Street and South West Bypass is a strategically important commercial node on the west side of Springfield. The proposed retail shopping center is anticipated to generate a substantial amount retail sales activity, which bolster this commercial node, expand the City's tax base, promote economic stability, and improve the provision of municipal services City-wide.
	Specific Policies	Response
6	Infrastructure Agreements will be used for public works improvements only.	Reimbursement will be for public improvements only.
7	Sales tax reimbursement contracts will typically use 50% of the City's 1% general sales tax to reimburse the developer for the public improvements. Dedicated taxes, such as the capital improvements and transportation sales taxes, will not typically be utilized in the sales tax reimbursement.	This ordinance will authorize reimbursing the Developer using one-half (50%) of the City's 1-cent (1%) general revenue, ¼-cent (0.25%) capital improvements, and ⅛-cent (0.125%) transportation sales taxes. Utilization of portions of the capital improvements and transportation sales taxes for the required road improvements is consistent with the intended purposes of those sales taxes. Furthermore, utilizing portions of these sales taxes in addition to a portion of the general revenue sales tax will result in a faster reimbursement and less accrued interest.

8	City reimbursement to the developer will typically occur over a three (3) to five (5) year period and will be explicitly defined in the Infrastructure Agreement. Outstanding developer expenditures not reimbursed at the end of the Agreement term will be the developer's responsibility.	This ordinance will authorize a term not to exceed 15 years, however, it is anticipated that reimbursement will occur earlier. In any event, any expenditures not reimbursed at the end of 15 years will be the developer's responsibility. While the recommended term exceeds that typically recommended by the policy, it is the length necessary to fully reimburse the developer for the public improvements, which are necessary to make the project financially feasible.
9	The City will pay the developer interest on the unpaid balance of the public improvement at a rate of two percent (2%) over the latest City general obligation bond issue.	The City's most recent general obligation bond issue in 2017 had a yield of 3%. The City's policy therefore suggests the interest rate be set at 5%. However, according to the Finance Department, if the City were to issue general obligation bonds now, the estimated yield would be approximately 4%. The interest rate stipulated in the Agreement is 6%, which is 2% above the current estimated bond yield. Staff believes this rate is reasonable considering the length of time that has elapsed since the City's last general obligation bond issue. Furthermore, the Developer has indicated this rate is necessary for the project to remain feasible.

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REMARKS: Staff recommends approval. No budget adjustment is needed at this time because the proposed retail shopping center is not anticipated to begin producing sales tax revenues prior to the end of the current fiscal year. Appropriations for future years will be handled via the annual budget process until the maximum reimbursement cap of \$6,074,503 has been reimbursed to Springfield West Partners, LLC.

Submitted By: Matthew Schaefer, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice S. Jones, Deputy City Manager 5/26/2023

Attachments:

1. Sunshine Towne Centre Infrastructure Reimb Agrmt_Ord
2. Sunshine Towne Centre Infrastructure Reimbursement Agreement_exh1 (amended 6 1 2023)

One-rdg. _____
P. Hrngs. _____
Pgs. 41
Filed: 05-30-23

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-157

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, on behalf of the City of
2 Springfield, to enter into an Infrastructure Reimbursement
3 Agreement with Springfield West Partners, LLC, for improvements
4 to West Sunshine Street, South West Bypass, and South Moore
5 Road, to facilitate the construction of a 22.72-acre retail
6 development generally located at the southeast corner of West
7 Sunshine Street and South West Bypass.
8 _____
9

10 WHEREAS, Springfield West Partners, LLC ("Developer"), has indicated its
11 desire to construct Sunshine Towne Centre, a 22.72-acre retail development generally
12 located at the southeast corner of West Sunshine Street and South West Bypass; and
13

14 WHEREAS, a national retailer ("Anchor Tenant") plans to construct a general
15 retail facility of approximately 150,000 square feet on a 13-acre lot over the western half
16 of the retail development; and
17

18 WHEREAS, construction of improvements adjoining portions of West Sunshine
19 Street, South West Bypass, and Moore Road, as well as construction of new streets
20 internal to the retail development, are required to provide a suitable site for this retail
21 development; and
22

23 WHEREAS, these public improvements are estimated to cost approximately
24 \$6.02 million; and
25

26 WHEREAS, the Developer has requested that the City reimburse the Developer
27 for these improvements through an Infrastructure Reimbursement Agreement and a
28 Community Improvement District; and
29

30 WHEREAS, the Infrastructure Reimbursement Agreement uses a portion of the
31 local sales taxes generated by the new retail development, specifically one-half of each
32 of the 1-cent general sales tax, the 1/4-cent capital improvements sales tax, and the

1/8-cent transportation sales tax generated by the retail development to reimburse the Developer up to \$6,074,503, including interest, for these public improvements; and

WHEREAS, the Infrastructure Reimbursement Agreement includes the Developer's commitment to establish a Community Improvement District on a portion of the property, excluding the Retail Tenant site, after the Developer closes on the property to pay for the internal streets required for the retail development, which internal streets are estimated to cost approximately \$2 million, and provides that the Infrastructure Reimbursement Agreement shall automatically terminate if the Developer fails to petition for establishment of the Community Improvement District within ninety (90) days of closing on the property; and

WHEREAS, the Developer has indicated the requested incentives are necessary to make the project financially feasible; and

WHEREAS, this retail development will strengthen the employment and economic base of the City of Springfield.

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

Section 1 – The City Manager, or his designee, on behalf of the City of Springfield, Missouri, is hereby authorized to enter into an Infrastructure Reimbursement Agreement with Springfield West Partners, LLC, said agreement to be substantially in form and content as that document attached hereto and incorporated herein by reference as "Exhibit 1."

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

INFRASTRUCTURE REIMBURSEMENT AGREEMENT

THIS INFRASTRUCTURE REIMBURSEMENT AGREEMENT (this “**Agreement**”) is made and entered into this _____ day of _____, 2023 (the “**Effective Date**”), by and between SPRINGFIELD WEST PARTNERS, LLC, a Missouri limited liability company, its successors and assigns (“**Developer**”), and the CITY OF SPRINGFIELD, MISSOURI, a constitutionally chartered home rule city in the state of Missouri (“**City**”).

WHEREAS, Developer intends to purchase certain real estate as set forth and described in Exhibit A attached hereto (the “**Real Estate**”), and to develop, construct, and operate the Retail Development thereon;

WHEREAS, in connection with the construction of the Retail Development, certain public improvements are required within the public right-of-way adjacent to the Real Estate to facilitate development of the Real Estate for the Retail Development; and

WHEREAS, the Retail Development would create a public benefit, and entering into this Agreement is necessary for Developer to pursue its proposed development; therefore, it is mutually beneficial to both parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises made herein, and other good and valuable consideration, receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are expressly incorporated into this Agreement by this reference thereto as if fully set forth in this Section 1.
2. Representations by the City. The City represents that:
 - A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional-charter city.
 - B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor of the City or his designee has been duly authorized to execute and deliver this Agreement.
 - C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.
 - D. There is no litigation or proceeding pending or, to its knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

3. Representations by the Developer. The Developer represents that:

- A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligations of the Developer, enforceable in accordance with its terms.
- B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.
- C. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member of the Developer. In addition, no litigation, proceedings or investigation are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, the terms and provisions of this Agreement.

4. Definitions. As used in this Agreement, the following terms are defined as follows:

- A. **"Acquisition"** shall have the meaning set forth in Section 20.
- B. **"Anchor Parcel"** shall mean that part of the Real Estate known as Lot 2, as depicted on the Preliminary Plat, and legally described on Exhibit B attached hereto.
- C. **"Anchor Tenant"** shall mean a national retailer that acquires an interest in the Anchor Parcel, and its successors and assigns.
- D. **"CID"** means a Community Improvement District to be established by the Developer with respect to all or a portion of the Real Estate and maintained pursuant to the CID Act and Section 26 hereof.
- E. **"CID Act"** means the Missouri Community Improvement District Act, Sections 67.1401 – 67.1571, Revised Statutes of Missouri, as amended.
- F. **"CID Petition"** shall have the meaning set forth in Section 26.
- G. **"CID Sales Tax"** means a sales and use tax adopted by the CID pursuant to the CID Petition and the CID Act.
- H. **"Parties"** shall mean, collectively, Developer and the City.
- I. **"Party"** shall mean, individually, Developer or the City.

- J. **"Preliminary Plat"** shall mean the preliminary plat submitted as "Sunshine Towne Centre" to the City, a copy of which is attached hereto as Exhibit C.
- K. **"Receipts"** shall mean any and all of the Developer's itemized invoices, receipts or other information required by the City to confirm that any cost qualifies as an actual cost of the Reimbursable Projects.
- L. **"Reimbursable Project Costs"** shall mean the actual costs of the Reimbursable Projects which have been completed in accordance with all relevant City and State codes, regulations, statutes, and laws, and which the City has approved in accordance with Section 3B of this Agreement. The maximum Reimbursable Project Costs is \$4,020,560.00.
- M. **"Reimbursable Projects"** shall mean those specific projects set forth in Exhibit D.
- N. **"Reimbursable Project Costs Interest"** shall mean interest on the Unpaid Reimbursable Project Costs, which shall bear interest at the rate of 6.0% per annum from the date of acceptance by the City of the Reimbursable Projects until paid by the City. Reimbursable Project Costs Interest shall not exceed \$2,053,942.31.
- O. **"Reimbursement Cap"** shall mean \$6,074,502.31, which shall include all Reimbursable Project Costs and Reimbursable Project Costs Interest.
- P. **"Reimbursement Commencement Date"** shall mean the date six months from the later of (i) the date of acceptance by the City of the last completed Reimbursable Project, or (ii) the first date of retail sales at the Retail Development.
- Q. **"Reimbursement Due Date"** shall mean February 1, May 1, August 1, and November 1 following each calendar quarter from and after the Reimbursement Commencement Date.
- R. **"Reimbursement Funds"** shall mean one-half of the City's 1-cent (1%) general sales tax, one-half of the City's ¼-cent (0.25%) capital improvements sales tax, and one-half of the City's ⅛-cent (0.125%) transportation sales tax generated solely by the Retail Development on the Real Estate.
- S. **"Reimbursement Payment Amount"** shall mean the Undisbursed Reimbursement Funds as of the end of each calendar quarter subject to Section 6.
- T. **"Undisbursed Reimbursement Funds"** shall mean the Reimbursement Funds actually collected by the City which have not been paid to Developer.
- U. **"Unpaid Reimbursable Project Costs"** shall mean the Reimbursable Project Costs which have not been paid to Developer.
- V. **"Retail Development"** shall mean construction of a shopping center together with related accessory structures, parking, and other improvements.

5. Reimbursable Project Costs.

- A. Prior to the opening of the Retail Development for business to the public, Developer agrees to perform or cause to be performed those Reimbursable Projects detailed on Exhibits D at Developer's sole cost and expense, subject to reimbursement from the City as provided herein. Developer shall provide all necessary design work for the Reimbursable Projects, and said design work shall be subject to the City's review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. To the extent applicable, Developer agrees to comply with all laws regarding the payment of prevailing wages to contractors and subcontractors of Developer to the extent they are involved with the Reimbursable Projects. Developer agrees to indemnify and hold harmless the City from any damages or claims resulting from any failure of Developer or any contractor or subcontractor to pay prevailing wages pursuant to applicable law.
 - B. The Reimbursable Projects shall be constructed in accordance with all relevant City and State codes, regulations, statutes, and laws. The Reimbursable Projects shall be deemed completed in accordance with all such codes, regulations, statutes, and laws upon inspection and approval by the directors of the relevant City departments in accordance with the Code of the City of Springfield, Missouri, which approval shall not be unreasonably withheld, conditioned, or delayed. Upon completion of those Reimbursable Projects, Developer shall submit Receipts to the City. If the City determines that the Reimbursable Projects have been completed in accordance with all relevant codes, regulations, statutes and laws, and that the costs submitted for reimbursement thus qualify as Reimbursable Project Costs, then the City shall approve the amounts stated therein for reimbursement. If any amount submitted for reimbursement are not Reimbursable Project Costs, then the City shall not approve the certificate and the amounts stated therein for payment, and shall specify in writing within sixty (60) days after receiving Developer's Receipts the reason(s) for withholding its approval and/or if it requires additional Receipts to confirm that the Receipts submitted are Reimbursable Project Costs. If the City does not specify reasons for withholding its approval within said 60-day period, Developer's Receipts shall be deemed approved. Developer shall have the right to identify and substitute other Reimbursable Project Costs with supplemental Receipts for any requested reimbursement that does not qualify as a Reimbursable Project Cost.
6. Reimbursement of Developer's Costs. City agrees to reimburse Developer for the Reimbursable Project Costs and the Reimbursable Project Cost Interest, but in no event shall the City's total obligation exceed the Reimbursement Cap. Such reimbursement to Developer shall be made from the Reimbursement Funds as the Reimbursement Funds become available. The City shall pay to Developer the Reimbursement Payment Amount on or before each Reimbursement Due Date until the earlier of the following to occur: (1) the Reimbursable Project Costs and Reimbursable Project Cost Interest have been paid in full, or (2) the City has paid the Reimbursement Cap. Payments shall be applied first, to the payment of Reimbursable Project Cost Interest, and second, to the reduction of the Unpaid Reimbursable Project Costs. In no event shall the City be required to make more than 60 quarterly reimbursement payments.
7. City's Obligation and Payments. The City's obligation to make any payments set forth in this Agreement is conditioned on the City Council budgeting and appropriating sufficient funds for that purpose in each fiscal year. The City's obligation under this Agreement shall

not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained in this Agreement constitute a pledge of the general credit, tax revenues, funds, or moneys of the City. So long as any Reimbursable Project Costs or Reimbursable Project Cost Interest remains outstanding, the City agrees that it will request an appropriation of all Reimbursement Funds for application to the payment of the Reimbursable Project Costs and Reimbursable Project Costs Interest.

8. Incorporation of Documents. The following Exhibits attached hereto, are fully incorporated herein as express terms and conditions of this Agreement:
 - A. Exhibit A: Description of the Real Estate
 - B. Exhibit B: Description of the Anchor Parcel
 - C. Exhibit C: Preliminary Plat for Sunshine Towne Centre
 - D. Exhibit D: Reimbursable Projects
 - E. Exhibit E: CID Petition
9. Indemnity. Developer hereby agrees to defend, indemnify, and hold the City, its employees, agents, and officers harmless from and against any and all claims arising out of the performance of the Reimbursable Projects, except to the extent such claims are attributable to negligence or willful misconduct of the City.
10. Assignment. Developer shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City to such assignment or transfer. Nonetheless, Developer may after the completion of construction of the Reimbursable Projects, including obtaining all inspections and approvals from all appropriate Governmental Authorities with respect thereto, irrevocably assign Developer's right to receive all of the Reimbursement Funds to Anchor Tenant (the "**Assignment of Funds Notice**") so long as Developer continues to be responsible for the performance of the obligations contained in this Agreement. Upon receipt by the City from Anchor Tenant of the Assignment of Funds Notice, the City must pay all Reimbursement Funds due under this Agreement directly to Anchor Tenant, notwithstanding any contrary instruction, direction, or assertion of Developer. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with the right of the Developer to encumber or collaterally assign its interest in the Real Estate or any portion thereof or its rights, duties and obligations under this Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Reimbursable Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment.
11. Conflicts. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq., RSMo. shall not be violated. Developer covenants

that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. The Developer further covenants that in the performance of this Agreement no person having such interest shall be employed or compensated by Contractor.

12. Discrimination. Developer agrees in the performance of this Agreement not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Developer 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. If applicable, the Developer and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
 - B. If applicable, the Developer and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
13. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statutes, Sections 285.525 through 285.550, if this Agreement exceeds the amount of \$5,000.00 and Developer is associated with a business entity, Developer shall (or, if applicable, cause contractors to) provide a notarized affidavit acceptable to the City stating that, to the extent such entity has any employees performing the Reimbursable Projects, such business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the Reimbursable Projects, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the Reimbursable Projects. Additionally, Developer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program with respect to the Reimbursable Projects.
14. Certificate of Compliance with Section 34.600, RSMo. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised Statutes, Sections 34.600 et., seq., Developer 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.
15. Reserved.
16. Insurance. Without limiting any of the other obligations or liabilities of the Developer, the Developer shall secure and maintain, at its own cost and expense, throughout the duration of this Agreement, and until the Reimbursable Projects are 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 this Agreement. 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 Developer to maintain adequate insurance coverage at all times during the term of the Agreement. Failure of the Developer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under this Agreement.

- A. The certificates of insurance, including evidence of the required endorsements hereunder, or the policies, shall be filed with the City at the time that this contract is signed by the Developer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield
Attn: Director of Risk Management
P.O. Box 8368
Springfield, MO 65801-8368

- B. As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

- i. Workers' Compensation: Statutory coverage as per RSMo 287.010 et seq.
- ii. Employer's Liability: \$1,000,000.00
- iii. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. 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. Developer 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 attorney fees of Developer, its employees, officers or agents. Developer 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.
- iv. 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. Developer agrees to cause its insurer to name City as an additional insured on such insurance policy.

- 17. Notice. Any notices, requests, or other communications required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed given when received provided that delivery is: (1) by hand delivery, (2) a widely recognized national

overnight courier service, or (3) U.S. mail when sent registered or certified mail, return receipt requested, postage prepaid, and in each case addressed to each Party's address set forth below:

To Developer: Springfield West Partners, LLC
Attn: Mr. Thomas Walker
2 Hawthorne Estates
Saint Louis, MO. 63131-3029

With a copy to: Spencer Fane LLP
One North Brentwood Boulevard, Suite 1200
St. Louis, MO 63105
Attn: Robert Preston

To City: City Attorney's Office
Fifth Floor
Busch Municipal Building
840 North Boonville
Springfield, MO 65802

Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand or overnight courier delivery or upon delivery by U.S. mail as provided above. Rejection or other refusal to accept or inability to deliver by U.S. mail because of change of address, of which no notice is given, shall be deemed to be receipt of the notice, request, or other communication. By giving at least five days prior notice thereof, any Party may change its mailing address herein.

18. Governing Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Missouri and any action, breach, enforcement, or interpretation thereof shall be had only in the Circuit Court of Greene County, Missouri.
19. Full Force and Effect. This Agreement shall be in full force and effect following its execution by both Parties. Subject to this Section, this Agreement shall be binding upon and inure to the benefit of Developer (or its permitted assign) and the City.
20. Contingency for Acquisition. Notwithstanding anything to the contrary contained in this Agreement, this Agreement is expressly contingent upon the following:
 - A. The acquisition of the Real Estate by the Developer (the "**Acquisition**"); and
 - B. The submission by Developer of the CID Petition (as defined in Section 26).

In the event Developer does not acquire the Anchor Parcel within 24 months from the Effective Date of this Agreement or submit the CID Petition within ninety (90) days of closing the Acquisition, then this Agreement shall automatically terminate.

21. Term. The term of this Agreement shall end on the first to occur of: (a) the fifteenth (15th) anniversary of the first reimbursement made to Developer by the City; (b) the date Developer has been paid the entire amount of Reimbursement Cap; or (c) the date Developer has been paid the entire amount of Reimbursable Project Costs and Reimbursable Project Cost Interest. Notwithstanding the foregoing, at any time, the

Developer may, by giving written notice to the City, abandon the Retail Development and terminate this Agreement and the Developer's obligations hereunder if the Developer determines, in its sole discretion, that the Retail Development is no longer economically feasible. Upon such termination, the City shall have no obligation to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer.

22. Event of Default. In the event Developer does not begin construction of the Retail Development and Reimbursable Projects within the latter of: (i) two years from the date of building permit approval for the Retail Development; or (ii) three years from the date of the execution of this Agreement, then this Agreement shall automatically terminate.
23. Remedies on Default. In the event of default by either Party, the non-defaulting Party may notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting Party desires to seek recourse, the non-defaulting Party may then commence an action to require and compel duties and obligations required by the provisions. Additionally, notwithstanding anything to the contrary in this Agreement, each Party expressly releases the other Party from any claims for speculative, indirect, consequential, or punitive damages arising from a breach of this Agreement.
24. Validity and Severability. If any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.
25. Records of the City. The City shall keep and maintain adequate records of the Reimbursement Funds it collects and disbursements it makes for reimbursement or payment of the Reimbursable Project Costs and Reimbursable Project Cost Interest to the Developer. Such records shall be available for inspection by the Developer upon reasonable notice.
26. Covenants Concerning CID. The City acknowledges that the Developer intends to pursue the creation of a CID pursuant to the CID Act with respect to portions of the Real Estate for the purpose of providing CID Sales Tax revenues for funding certain interior roads and other improvements with respect to the Retail Development. The City further acknowledges the general economic benefit and the overall value to the community created by the construction of said improvements. To that end, the City and the Developer agree as follows:
 - A. The City and Developer shall use their Best Efforts and cooperate with each other in good faith in all proceedings relating to the creation and certification of the CID, including the execution and filing of all petitions, consents, approvals, notices, authorizations or other documents required to create and certify the CID, including the Petition. For illustrative purposes, the current form of the petition for creation of the CID is attached hereto as EXHIBIT E (the "**CID Petition**").
 - B. The Developer will cause the CID to approve and levy the CID Sales Tax, as contemplated by this Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

APPROVED AS TO FORM

CITY OF SPRINGFIELD, MISSOURI

City Attorney or designee

By: _____
Jason Gage, City Manager

SPRINGFIELD WEST PARTNERS, LLC a
Missouri limited liability company By:

By: _____

Printed name: _____

Title: _____

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

EXHIBIT A

Description of Real Estate

Part of the NW 1/4 of the NW 1/4 of Section 33 and Part of the NE 1/4 of the NE 1/4 of Section 32, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northwest Corner of said NW 1/4 of the NW 1/4; thence South 88°43'00" East 226.63 feet along the North line of said Section 33; thence leaving the North line of said Section 33, South 1°17'00" West 83.14 feet to the Point of Beginning, on the South Right of Way line at Station 467+64.31 with an Offset Right of 54 feet from the centerline for W. Sunshine St., as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence continuing along W. Sunshine St. South Right of Way line as shown on Final Plans, Route 60 Federal Aid Project Number FAC85-AID, Sheet 8, South 88°38'20" East 1034.69 feet to Station 478+00 with an Offset of 115 feet to the right from the centerline, for W. Sunshine St. as shown on said Final Plans; thence continue along W. Sunshine St. South Right of Way line as shown on said Final Plans, South 48°21'33" East 77.34 feet to Station 478+59 with an Offset of 165 feet to the right from the centerline, for W. Sunshine St. as shown on said Final Plans; thence leaving said W. Sunshine St. South Right of Way line, South 2°06'29" West 534.91 feet along the Westerly Right of Way line for S. Moore Road to a found iron pin; thence South 3°10'29" West 166.58 feet along said Westerly Right of Way line to a found iron pin; thence North 82°46'39" West 4.97 feet to a found iron pipe at the Northeast corner of Lot 1, Yandell Subdivision, Recorded March 12, 1965 in Book W, Page 65; thence North 88°38'44" West 114.33 feet along the North line of said Lot 1, Yandell Subdivision to a found iron pin at the Northeast corner of Lot 1, Final Plat, Windchime Subdivision, Recorded August 15, 1986 in Book JJ, Page 68; thence along the North line of said Windchime Subdivision, North 88°54'22" West 140.54 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°40'06" West 70.86 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°33'58" West 70.65 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°46'46" West 140.76 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°41'17" West 140.85 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°43'44" West 70.35 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°43'20" West 352.76 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 87°29'51" West 208.70 feet to a found iron pin at Northwest corner of Lot 17 of said Windchime Subdivision, and Southeast corner Lot 64, Plat for Marlborough Manor 17th Addition, Recorded in Book AAA, Page 547, a point on the West line of said Section 32; thence along the East line of said Section 32, South 3°44'20" West 146.38 feet to a found iron at the Southwest corner of said Lot 17 and Southeast corner of said Lot 64; thence leaving the East line of said Section 32, North 88°50'45" West 79.75 feet along the South line of said Lot 64 to a point on Easterly Right of Way line for W. Bypass as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence along the said W. Bypass Easterly Right of Way, around a curve to the left having a radius of 1363.24 feet, an arc length of 267.93 feet, a chord bearing of North 13°33'59" East and a Chord distance of 267.50 feet to a point at Station 6+77.65 with an Offset of 90 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way, North 6°25'39" East 259.25 feet to a point at Station 4+27.65 with an Offset of 100 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way line, North 5°50'18" East 32.48 feet to a point on the East line of said Section 32; thence North 5°50'18" East 211.33 feet along said W. Bypass Easterly Right of Way line to a point at Station 1+84.30 with an Offset of 115 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way line, North 41°25'00" East 129.65 feet to a point on W Sunshine St. South Right of Way line at Station 466+28.16 with an Offset of 86.95 feet to the right from centerline for W. Sunshine St. as described in said General Warranty Deed; thence continuing along W. Sunshine St. South Right of Way line, North 81°51'53" East 139.05 feet to Station 467+65.31 with an Offset of 64.00 feet to the right from the centerline for W. Sunshine St. as described in said General Warranty Deed; thence continuing along W. Sunshine St. South Right of Way line as described in said General Warranty Deed, North 1°21'40" East 10.00 feet to the Point of Beginning.

EXCLUDING

All that property adjacent to S. Moore Rd. that will be dedicated as right-of-way, being part of the NW 1/4 of the NW 1/4 of Section 33, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northwest Corner of said NW 1/4 of the NW 1/4; thence South 88°43'00" East 226.63 feet along the North line of said Section 33; thence leaving the North line of said Section 33, South 1°17'00" West 83.14 feet to a point on the South Right of Way line at Station 467+64.31 with an Offset Right of 54 feet from the centerline for W. Sunshine St., as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence continuing along W. Sunshine St. South Right of Way as shown on Final Plans, Route 60 Federal Aid Project Number FAC85-AID, Sheet 8, South 88°38'20" East 1034.69 feet to Station 478+00 with an Offset of 115 feet to the right from the centerline, for W. Sunshine St. as shown on said Final Plans; thence continue along W. Sunshine St. South Right of Way line as shown on said Final Plans, South 48°21'33" East 53.69 feet to the Point of Beginning; thence continue along W. Sunshine St. South Right of Way line as shown on said Final Plans, South 48°21'33" East 23.64 feet to Station 478+59 with an Offset of 165 feet to the right from the centerline, for W. Sunshine St. as shown on said Final Plans; thence leaving said W. Sunshine St. South Right of Way line, South 2°06'29" West 534.91 feet along the Westerly Right of Way line for S. Moore Road to a found iron pin; thence South 3°10'29" West 166.58 feet along said Westerly Right of Way line to a found iron pin; thence North 82°46'39" West 4.97 feet to a found iron pipe at the Northeast corner of Lot 1, Yandell Subdivision, Recorded March 12, 1965 in Book W, Page 65; thence North 1°24'00" East 320.60 feet; thence around a tangent curve to the right having a radius of 1525.73 feet, an arc length of 18.43 feet, a chord bearing of North 1°44'46" East and a Chord distance of 18.43 feet; thence North 2°05'32" East 214.85 feet; thence around a tangent curve to the left having a radius of 74.27 feet, an arc length of 5.38 feet, a chord bearing of North 0°01'08" East and a Chord distance of 5.37 feet; thence North 2°03'16" West 75.74 feet; thence around a tangent curve to the right having a radius of 125.73 feet, an arc length of 9.10 feet, a chord bearing of North 0°01'08" East and a Chord distance of 9.10 feet; thence North 2°05'32" East 72.21 feet to the Point of Beginning.

Contains 989,703 square feet or 22.72 acres of land, more or less.

EXHIBIT B

Description of Anchor Parcel

Part of the NW 1/4 of the NW 1/4 of Section 33 and Part of the NE 1/4 of the NE 1/4 of Section 32, Township 29 North, Range 22 West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northwest Corner of said NW 1/4 of the NW 1/4; thence South 88°43'00" East 226.63 feet along the North line of said Section 33; thence leaving the North line of said Section 33, South 1°17'00" West 83.14 feet to the Point of Beginning, on the South Right of Way line at Station 467+64.31 with an Offset Right of 54 feet from the centerline for W. Sunshine St., as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence continuing along W. Sunshine St. South Right of Way as shown on Final Plans, Route 60 Federal Aid Project Number FAC85-AID, Sheet 8, South 88°38'20" East 509.42 feet; thence leaving said W. Sunshine St. South 1°21'40" West 349.50 feet; thence South 88°38'20" East 20.50 feet; thence South 1°21'40" West 245.18 feet; thence around a tangent curve to the left having a radius of 19.50 feet, an arc length of 15.99 feet, a chord bearing of South 22°07'55" East and a Chord distance of 15.55; thence around a curve to the right having a radius of 65.50 feet, an arc length of 53.71 feet, a chord bearing of South 22°07'51" East and a Chord distance of 52.22; thence South 1°21'40" West 94.94 feet to a point on the North line of Windchime Subdivision, Recorded August 15, 1986 in Book JJ, Page 68, North 88°46'46" West 17.57 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°41'17" West 140.85 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°43'44" West 70.35 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°43'20" West 352.76 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 87°29'51" West 208.70 feet to a found iron pin on the West line of said Section 33; thence North 87°29'51" West 47.33 feet to a point on the Easterly Right of Way line for W. Bypass as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence along the said W. Bypass Easterly Right of Way, around a curve to the left having a radius of 1363.24 feet, an arc length of 115.42 feet, a chord bearing of North 10°21'41" East and a Chord distance of 115.39 feet to a point at Station 6+77.65 with an Offset of 90 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way, North 6°25'39" East 259.25 feet to a point at Station 4+27.65 with an Offset of 100 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way line, North 5°50'18" East 32.48 feet to a point on the West line of said Section 33; thence North 5°50'18" East 211.33 feet along said W. Bypass Easterly Right of Way line to a point at Station 1+84.30 with an Offset of 115 feet to the left from centerline for said W. Bypass; thence continuing along said W. Bypass Easterly Right of Way line, North 41°25'00" East 129.65 feet to a point on W Sunshine St. South Right of Way line at Station 466+28.16 with an Offset of 86.95 feet to the right from centerline for W. Sunshine St. as described in said General Warranty Deed; thence continuing along W. Sunshine St. South Right of Way line, North 81°51'53" East 139.05 feet to Station 467+65.31 with an Offset of 64.00 feet to the right from the centerline for W. Sunshine St. as described in said General Warranty Deed; thence continuing along W. Sunshine St. South Right of Way line as described in said General Warranty Deed, North 1°21'40" East 10.00 feet to the Point of Beginning.

Contains 556,704 square feet or 13.010 acres of land, more or less.

Preliminary Plat

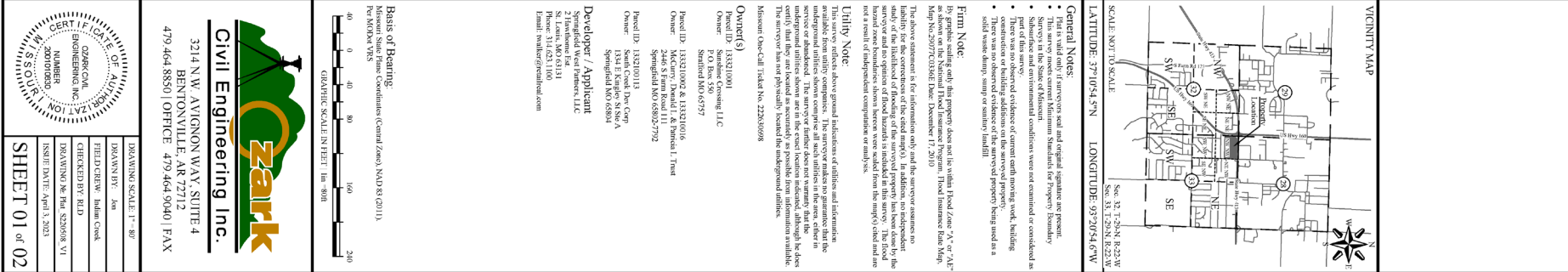


EXHIBIT D

Reimbursable Projects

<u>Items</u>	<u>Estimated Costs</u>
1. West Bypass New Lane Right-in-right out	\$ 296,000
2. Signal communications-Fiber	\$ 36,150
3. Traffic Signals/Mast Arm additions/upgrades	\$ 210,000
4. East Bound Sunshine Right-in-Right out	\$ 164,000
5. West Bound Sunshine @ Moore Road	\$ 61,300
6. East Bound Sunshine @ Moore Road Taper	\$ 132,250
7. West Bound Sunshine Dual Left Turn Lanes	\$ 163,260
8. North Bound West Bypass dual left turn lanes	\$230,300
9. Moore Road Demo/Widening/Extension North	\$420,700
10. Moore Road Stormwater Piping/Stream Buffer Mitigation piping	\$634,500
11. Right of Way Utility Relocation	\$216,900
12. Traffic Control/General Conditions/Temporary signage/Flagmen	\$490,200
13. Civil Engineering/Traffic Signal Design/Traffic Study/Surveying	\$230,000
14. As-builts/Inspections/Geotechnical Observation/Reporting	\$80,000
15. Payment/Performance/Completion Bonding	\$75,000
16. Permits/Legal/Administration	\$95,000
17. General Contractor Profit and Overhead	\$350,000
18. Rock Excavation	\$135,000
TOTAL	\$4,020,560

The amounts shown above are preliminary estimates; actual casts will vary from the above preliminary estimates. Categories and amounts are for illustration purposes only and are not intended to establish limitations for any particular purpose. Savings in one budget category may be applied to additional costs incurred in other budget categories. The amount shown above excludes Reimbursable Project Costs Interest

EXHIBIT E

CID Petition

**PETITION TO ESTABLISH THE
SUNSHINE TOWNE CENTRE
COMMUNITY IMPROVEMENT DISTRICT**

City of Springfield, Greene County, Missouri

Submitted _____, 2023

PETITION TO ESTABLISH THE SUNSHINE TOWNE CENTRE COMMUNITY IMPROVEMENT DISTRICT

To the City Council of the City of Springfield, Greene County, Missouri (the "City")

The undersigned (collectively, the "Petitioners"), being the owners of record of more than fifty percent (50%) by assessed value of the real property within the boundaries of the proposed Sunshine Towne Centre Community Improvement District (the "District") and the owners of record of more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District, do hereby petition and request that the City approve and establish the Sunshine Towne Centre Community Improvement District in order to fund all or part of the cost of services and public improvements provided and made within the District under the authority of Sections 67.1401 to 67.1571, RSMo. (the "Community Improvement District Act" or "Act") in accordance with this Petition. In support of this Petition, Petitioners state as follows:

1. Legal Description and Map of District Boundaries; Property Areas; Ownership.

The legal description of the District is attached hereto as **Exhibit A**. A map illustrating the District boundaries is attached hereto as **Exhibit B**. The boundaries of the District are contiguous. The Petitioners collectively own more than 50% by assessed value of the real estate within the District and comprise more than 50% per capita of all owners of real property within the boundaries of the District. A listing of all the owners of real estate in the District, all of whom have signed this Petition, is attached hereto as **Exhibit C**.

2. Name of District.

The name of the proposed District is the "Sunshine Towne Centre Community Improvement District."

3. Signatures May Not Be Withdrawn Later Than Seven Days After Submittal.

Notice has been provided to all Petitioners that their signatures may not be withdrawn later than seven (7) days after the filing of this Petition with the City Clerk. This notice is included on each signature page attached to this Petition.

4. Five-Year Plan.

A five-year plan stating a description of the purposes of the District, the services it will provide, each improvement it will make from the list of allowable improvements under Section 67.1461 of the Act, an estimate of costs of these services and improvements to be incurred, the anticipated sources of funds to pay the costs, and the anticipated terms of the sources of funds to pay the costs is attached hereto as **Exhibit D** and includes **Exhibits D-1 and D-2**.

5. Type of District.

The District will be a political subdivision.

6. Board of Directors.

A. The District will be governed by a five (5) member board of directors (the "Board").

B. Each Director, during the Director's entire term, shall:

i) Be at least 18 years of age;

ii) Be a resident of the state of Missouri; and

iii) Be an owner of real property within the District, which is defined in the Act as the individual or individuals or entity or entities who own a fee interest in real property that is located within the district ("Owner") or their legally authorized representative ("Owner Representative"); or an owner of a business operating within the District, which the Act defines for business organizations and other entities as the individual who is legally authorized to represent the entity with regard to the District ("Business Owner"); and

iv) Notwithstanding the foregoing subsection (iii), at least one Director must not be an Owner, Owner Representative, or Business Owner, and instead must meet all of the following:

(a) Be a resident of the City of Springfield;

(b) Be qualified and registered to vote under RSMo. Chapter 115 according to the records of the election authority as of the thirtieth (30th) day prior to the date of the applicable election;

(c) Have no financial interest in any real property or business operating within the District; and

(d) Not be a relative within the second degree of consanguinity or affinity to an owner of real property or a business operating in the District.

C. Each Director who is an Owner or Owner Representative located in the District must declare to be either an Owner or Owner Representative. All Owner Representatives must be certified in writing as an Owner Representative by the Owner. In the event the Owner de-certifies an Owner Representative as an authorized representative of the Owner, for any reason at the discretion of the Owner, the Owner Representative shall immediately be ineligible to be a Director and shall automatically be removed from the Board.

D. Except for the initial Directors which are named, approved, and appointed by way of the City Council's approval of this Petition, each Director shall be appointed by the Mayor with the advice and consent of the City Council according to a slate submitted by the Board to the City Clerk.

E. The Petitioners hereby propose the following slate of Directors:

NAME	TYPE	TERM
Tom Walker	Owner Representative	4 Years
Greg Smith	City Resident – Non-owner Representative	4 Years
Jameson Clark	Owner Representative	2 Years
John Fugitt	Owner Representative	2 Years
Sean McQueary	Owner Representative	2 Years

F. The initial Directors named above shall serve for the terms set forth opposite their names or until their successors are appointed in accordance with this Petition. Their successors shall serve for four-year terms or until their successors are appointed in accordance with the Act. If so appointed, there shall be no limits on the number of times a person may serve as a Director and there shall not be any term limits. By execution of this Petition, the Petitioners each hereby agree, represent and warrant that the individuals listed on the slate above as Owner Representatives are hereby named and designated as Owner Representatives.

G. In the event for any reason a Director is not able to serve his or her full term or is removed from the Board for any reason ("Exiting Director"), any vacancy to the Board shall be filled by appointment of an interim director ("Interim Director") which shall be nominated by the remaining Directors and appointed by the Mayor as per Section 7 of this Petition. Notwithstanding anything to the contrary, any Director's failure to meet the qualification requirements set forth in this Section 6, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director. However, the failure to meet such representation requirements shall not affect the Board's authority to hold meetings, exercise any of the District's powers or take any otherwise lawful action, assuming a lawful quorum to do so.

7. Successor Directors.

A. Successor Directors, whether to serve a new term or to fill a vacancy on the Board, shall be appointed in accordance with the Act according to a slate submitted to the City Clerk by the Board. The City Clerk shall deliver the slate to the Mayor. The Mayor may appoint the successor Directors according to the slate submitted, provided that such appointments shall not be effective unless the City Council consents to said appointments by resolution; or the Mayor or the City Council may reject the slate submitted and request in writing that the Board submit an alternate slate.

- B. If an alternate slate is requested, the Board shall submit an alternate slate to the City Clerk. The City Clerk shall deliver the alternate slate to the Mayor. The Mayor may appoint the successor Directors according to the alternate slate submitted, and the City Council may consent by resolution to the appointment; or, the Mayor or the City Council may reject the alternate slate submitted and request that the Board submit another alternate slate.
- C. The procedure described above shall continue until the successor Directors are appointed by the Mayor with the consent of the City Council.

8. Total Assessed Value.

As of the date of submittal of this Petition, the total assessed value of all privately-owned real property located within the District is \$171,450.

9. Determination of Blight.

The Petitioners do not seek a determination that the District, or any portion thereof, is a blighted area.

10. Life of District.

Subject to the provisions of Section 13 of this Petition, the District will continue to exist and function until the earlier of: (i) twenty seven years (27) from the adoption of the ordinance establishing the district unless the municipality extends the length of time under section 67.1481 of the Act; (ii) until the entire cost of the CID Projects (and accrued interest), as such term is defined on Exhibit D attached hereto, and including Exhibits D-1 and D-2, is reimbursed by the CID Sales Tax Revenue, as herein defined; or (iii) until any bond, notes, or other obligations issued by or on behalf of the District (the "CID Obligations") to pay the costs of the CID Projects have been fully repaid (however, in this regard, a refinancing or restructuring of said bond issue shall not constitute a repayment thereof).

11. Maximum Rates of Business License Tax, Real Property Tax and Sales Tax.

A. License and Real Estate Taxes.

The District will not impose business license taxes or real estate taxes.

B. Sales and Use Taxes.

The District may, by resolution, impose a district sales and use tax (the "CID Sales Tax"), at a maximum rate not to exceed one percent (1.0%), on all retail sales made in the District which are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo., except sales of motor vehicles, trailers, boats, or outboard motors and sales to or by public utilities and providers of communications, cable, or video services. No resolution adopted by the District regarding the CID Sales Tax shall become effective unless the Board submits to the qualified voters of the District, by mail-in ballot, a proposal to authorize a sales and use tax pursuant to Section

67.1545 of the Act, and a majority of the qualified voters in the District cast ballots in favor of the sales and use tax.

12. Maximum Rates of Special Assessments and the Method of Assessment.

The District will not impose special assessments.

13. Cooperative Agreement Relating to CID Sales Tax Revenue Collection and Distribution.

Within six (6) months following the establishment of the District and prior to funding eligible project costs, the District, the City, and the Developer shall enter into an intergovernmental agreement (the "Agreement") that shall provide for the collection and administration of the District revenues, the method of certifying eligible project costs, payment of ongoing District operating costs, disbursement of District revenues, and other rights, duties, and obligations of the District, City, and Developer for the operations of the District. Failure to execute the Agreement within the aforementioned time period shall result in termination of the District.

14. Limitations on Borrowing Capacity.

The District will have the authority to borrow funds from any public or private source and issue obligations and provide security for the repayment of same as provided by the Act and as otherwise provided by Missouri law, including, without limitation, pledging CID Sales Tax Revenue. Petitioners do not seek limitations on the borrowing capacity of the District.

15. Limitations on Revenue Generation.

The District will have no limitations on the revenue it may generate.

16. Other Limitations on District Powers.

The District will have the authority and powers granted to community improvement districts and political subdivisions under the Act and as otherwise provided by Missouri law.

17. Annual Reports and Meetings.

The District shall comply with the reporting and meeting requirements described in Sections 67.1471 and 105.145, RSMo., and acknowledges that such meetings shall be open to the public and subject to the requirements of the Missouri Sunshine Law set forth in RSMo. Section 610.010, et seq.

18. Request for Ordinance Establishing District.

The Petitioners respectfully request the City Council of the City of Springfield, Missouri to hold a public hearing in accordance with section 67.1421, RSMo. and adopt an ordinance to establish the District as set forth in this Petition.

19. Severability

If any provision of this Petition shall be held or deemed to be invalid, inoperative, or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative, or unenforceable to any extent whatsoever.

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CLERK'S RECEIPT OF PETITION

This Petition to Establish the Sunshine Towne Centre Community Improvement District was accepted as in substantial compliance with RSMo. 67.1421 in the office of the City Clerk of Springfield, Missouri on the ____ day of _____ 2023.

City Clerk

[SEAL]

EXHIBIT A
District Legal Description

Part of the NW 1/4 of Section 33, part of the NE 1/4 of Section 32, West of the Fifth Principal Meridian, Greene County, Missouri and being more particularly described as follows:

Commencing at the Northwest Corner of said NW 1/4 of the NW 1/4; thence South 88°43'00" East 226.63 feet along the North line of said Section 33; thence leaving the North line of said Section 33, South 1°17'00" West 83.14 feet, on the South Right of Way line at Station 467+64.31 with an Offset Right of 54 feet from the centerline for W. Sunshine St., as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence continuing along W. Sunshine St. South Right of Way as shown on Final Plans, Route 60 Federal Aid Project Number FAC85-AID, Sheet 8, South 88°38'20" East 475.56 feet, to the Point of Beginning; thence continuing along said W. Sunshine St. South Right of Way line, South 88°38'20" East 559.13 feet; thence continue along said W. Sunshine St. South Right of Way line, South 48°21'33" East 53.69 feet; thence leaving said W. Sunshine St. South Right of Way line, 2°05'32" West 72.21 feet; thence around a tangent curve to the left having a radius of 125.73 feet, an arc length of 9.10 feet, a chord bearing of South 0°01'08" West and a Chord distance of 9.10; thence South 2°03'16" East 75.74 feet; thence around a tangent curve to the right having a radius of 74.27 feet, an arc length of 5.38 feet, a chord bearing of South 0°01'08" West and a Chord distance of 5.37; thence South 2°05'32" West 214.85 feet; thence around a tangent curve to the left having a radius of 1525.73 feet, an arc length of 18.43 feet, a chord bearing of South 1°44'46" West and a Chord distance of 18.43; thence South 1°24'00" West 320.60 feet to a found iron pipe at the Northeast corner of Lot 1, Yandell Subdivision, Recorded March 12, 1965 in Book W, Page 65; thence North 88°38'44" West 114.33 feet along the North line of said Lot 1, Yandell Subdivision to a found iron pin at the Northeast corner of Lot 1, Final Plat, Windchime Subdivision, Recorded August 15, 1986 in Book JJ, Page 68; thence along the North line of said Windchime Subdivision, North 88°54'22" West 140.54 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°40'06" West 70.86 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°33'58" West 70.65 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°46'46" West 140.76 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°41'17" West 140.85 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°43'44" West 70.35 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 88°43'20" West 352.76 feet to a found iron pin; thence continue along the North line of said Windchime Subdivision, North 87°29'51" West 208.70 feet to a found iron pin on the West line of said Section 33; thence continuing along the West line of said Section 33, South 3°44'20" West 146.38 feet to a found iron pin at the Southwest corner of Lot 17 of said Windchime Subdivision; thence leaving said West line of Section 33, North 88°50'45" West 79.75 to a point on the Easterly Right of Way line for W. Bypass as described in General Warranty Deed, Recorded in Book 2579, Page 1062, MODot Job No. J8U0509; thence along the said W. Bypass Easterly Right of

Way, around a curve to the left having a radius of 1363.24 feet, an arc length of 220.85 feet, a chord bearing of North 14°33'21" East and a Chord distance of 220.61; thence leaving said W. Bypass Easterly Right of Way line, South 81°35'38" East 127.85 feet; thence South 88°45'37" East 611.72 feet; thence North 45°12'39" East 34.67 feet; thence North 1°21'40" East 280.03 feet; thence North 0°47'12" West 80.06 feet; thence North 1°21'40" East 278.01 feet; thence North 24°38'03" East 35.05 feet to the Point of Beginning.

Contains 492,342 square feet or 11.303 acres of land, more or less.

EXHIBIT B

Map of District Boundary

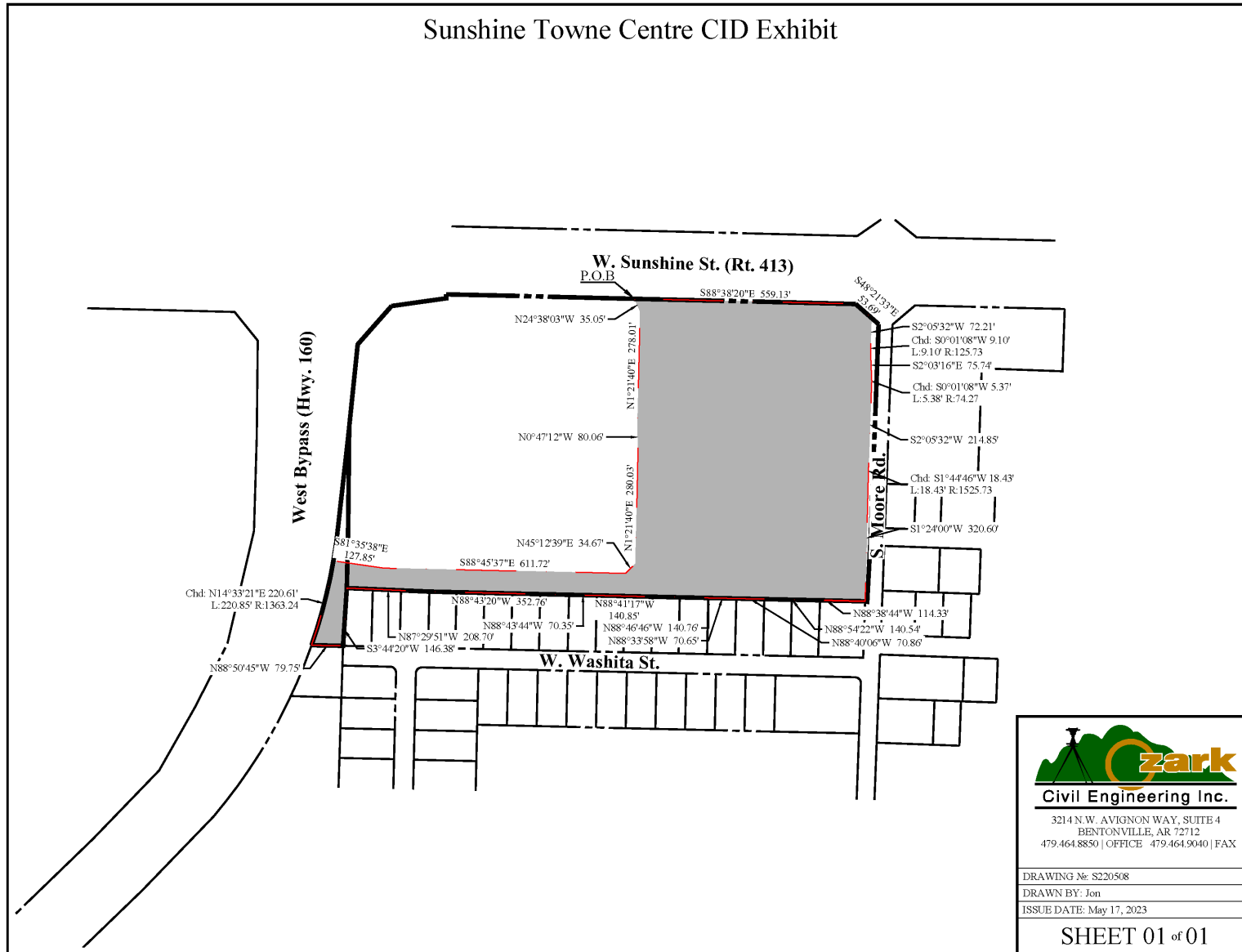


EXHIBIT C

List of Owners of Real Property within District

EXHIBIT D

Five-Year Plan

1. Purpose of the District. The purposes of the District are to:

- A. Form and govern the District as provided in this Petition and in accordance with the Act and the Missouri Revised Statutes;
- B. Provide or cause to be provided for the benefit of the District, certain CID Projects as described in this Exhibit;
- C. Develop funding sources, including the levying of the CID Sales Tax, necessary in order to pay for the required expenses, costs and expenses of the District and to pay for the CID Projects in a manner provided in this Petition and as authorized by the Act;
- D. Provide for ongoing administrative activities (e.g. accounting, communications, reporting) as are required by the Act and the Cooperative Agreement; and,
- E. Such other purposes as authorized or required by the Act.

2. CID Projects

A. Services. The services that may be performed by the District include the following:

- i) The District will oversee organizational matters of the District, including the adoption of bylaws and other governance policies; support business activity and in the District including the promotion of business activities through the construction, installation, maintenance, and equipping of improvements within the District; and undertake and satisfy administrative responsibilities required under the CID Act.
- ii) In connection with the improvements, the District may facilitate/provide funding for applicable professional fees and other costs, including (i) architectural, (ii) legal/accounting (iii) engineering, (iv) landscape design, (v) permits (vi) insurance.

B. Improvements.

- i) Facilitate/provide funding in order to construct, reconstruct, install, repair, maintain, and equip any of the following: sidewalks, streets, lighting, retaining walls, traffic signs and signals utilities, drainage works, water, storm and sewer systems and other site improvements, and any other useful, necessary or desired improvements permitted under the CID Act, within or directly benefitting the access road depicted in the site plan attached hereto as Exhibit D-3.

C. Costs.

- i) The estimated costs of the CID Projects (exclusive of accrued interest) to be reimbursed by the District are set forth in the attached Exhibit D-1. The party or parties constructing the improvements may only be reimbursed by the CID Sales Tax for the items identified as Reimbursable Project Costs on this Exhibit D-1 (the “**Reimbursable Project Costs**”), plus accrued interest, as set forth in the Cooperative Agreement.
3. **Budget.** The anticipated sources of funds to pay the costs, the anticipated terms of the sources of funds to pay the costs, the estimated operating costs, and the estimated five-year budget are set forth in the attached Exhibit D-2.

EXHIBIT D-1
Estimated CID Project Costs

ESTIMATED CID PROJECT COSTS

Access Roads with Associated Storm Water Control/Piping	\$ 1,528,850.00
Right of Way Acquisition Costs	\$ 41,150.00
Sidewalks	\$ 95,000.00
Civil Engineering, Surveying/Layout, Geotechnical/Observation/Testing	\$ 150,000.00
Code-L Subgrade Stabilization	\$ 185,000.00
	<u>\$ 2,000,000.00</u>

NOTE: Categories and amounts are for illustration purposes only and are not intended to establish limitations for any particular purpose. Savings in one budget category may be applied to additional costs incurred in other budget categories; provided however, the total amount may not exceed \$2,000,000.00 (exclusive of interest). The amount shown above excludes accrued interest on any obligations issued by the District to finance the CID Project.

EXHIBIT D-3

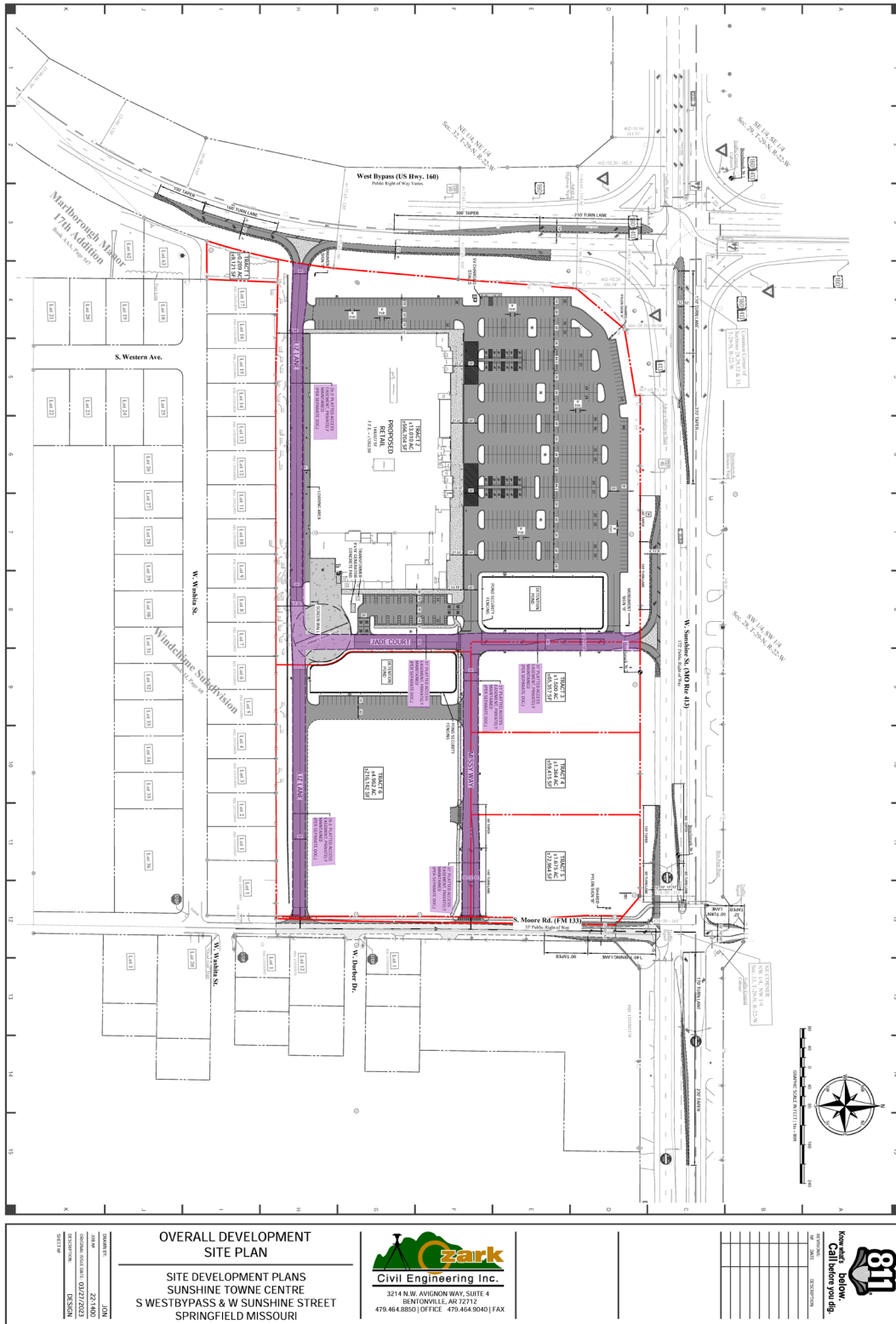
Five-Year Budget with Anticipated Sources of Funds and Terms of Sources of Funds

		Outstanding Principal	CID Sales Tax	Admin/Operating	Interest (6%)	Payment
1	2023	\$ -	\$ -	\$ (10,000.00)	\$ -	\$ (10,000.00)
2	2024	\$ 1,010,000.00	\$ -	\$ (10,000.00)	\$ (60,600.00)	\$ (70,600.00)
3	2025	\$ 2,080,600.00	\$ 148,165.57	\$ (10,100.00)	\$ (124,836.00)	\$ 13,229.57
4	2026	\$ 2,067,370.43	\$ 150,421.90	\$ (10,000.00)	\$ (124,042.23)	\$ 16,379.67
5	2027	\$ 2,050,990.75	\$ 153,430.34	\$ (10,100.00)	\$ (123,059.45)	\$ 20,270.89
6	2028	\$ 2,030,719.86	\$ 156,498.94	\$ (10,201.00)	\$ (121,843.19)	\$ 24,454.75
7	2029	\$ 2,006,265.11	\$ 159,628.92	\$ (10,303.01)	\$ (120,375.91)	\$ 28,950.01
8	2030	\$ 1,977,315.10	\$ 162,821.50	\$ (10,406.04)	\$ (118,638.91)	\$ 33,776.56
9	2031	\$ 1,943,538.55	\$ 166,077.93	\$ (10,510.10)	\$ (116,612.31)	\$ 38,955.52
10	2032	\$ 1,904,583.03	\$ 169,399.49	\$ (10,615.20)	\$ (114,274.98)	\$ 44,509.31
11	2033	\$ 1,860,073.72	\$ 172,787.48	\$ (10,721.35)	\$ (111,604.42)	\$ 50,461.70
12	2034	\$ 1,809,612.01	\$ 176,243.23	\$ (10,828.57)	\$ (108,576.72)	\$ 56,837.94
13	2035	\$ 1,752,774.07	\$ 179,768.09	\$ (10,936.85)	\$ (105,166.44)	\$ 63,664.80
14	2036	\$ 1,689,109.27	\$ 183,363.46	\$ (11,046.22)	\$ (101,346.56)	\$ 70,970.68
15	2037	\$ 1,618,138.60	\$ 187,030.73	\$ (11,156.68)	\$ (97,088.32)	\$ 78,785.73
16	2038	\$ 1,539,352.87	\$ 190,771.34	\$ (11,268.25)	\$ (92,361.17)	\$ 87,141.92
17	2039	\$ 1,452,210.95	\$ 194,586.77	\$ (11,380.93)	\$ (87,132.66)	\$ 96,073.18
18	2040	\$ 1,356,137.77	\$ 198,478.50	\$ (11,494.74)	\$ (81,368.27)	\$ 105,615.49
19	2041	\$ 1,250,522.28	\$ 202,448.07	\$ (11,609.69)	\$ (75,031.34)	\$ 115,807.05
20	2042	\$ 1,134,715.23	\$ 206,497.03	\$ (11,725.79)	\$ (68,082.91)	\$ 126,688.33
21	2043	\$ 1,008,026.90	\$ 210,626.97	\$ (11,843.04)	\$ (60,481.61)	\$ 138,302.32
22	2044	\$ 869,724.58	\$ 214,839.51	\$ (11,961.47)	\$ (52,183.47)	\$ 150,694.56
23	2045	\$ 719,030.02	\$ 219,136.30	\$ (12,081.09)	\$ (43,141.80)	\$ 163,913.41
24	2046	\$ 555,116.60	\$ 223,519.03	\$ (12,201.90)	\$ (33,307.00)	\$ 178,010.13
25	2047	\$ 377,106.47	\$ 227,989.41	\$ (12,323.92)	\$ (22,626.39)	\$ 193,039.10
26	2048	\$ 184,067.37	\$ 232,549.20	\$ (12,447.16)	\$ (11,044.04)	\$ 209,058.00
27	2049	\$ -	\$ 196,639.00	\$ (12,571.63)	\$ -	\$ 196,639.00

NOTE: The amounts shown above are preliminary estimates; actual revenues will vary from the above preliminary estimates. All revenues are generated from the CID Sales Tax.

EXHIBIT D-4

Conceptual Site Plan



The interior access roads are shaded in purple. The CID Project also include other necessary or desired improvements permitted under the CID Act, which are located outside of the shaded area but are necessary or directly benefitting the access roads. Site plan is conceptual and subject to change.



EXPLANATION TO COUNCIL BILL 2023-158 (HORTON)

FILED: 05/16/2023

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A resolution confirming the appointment of Amanda Ohlensehlen, and the reappointment of Irene Schaefer and Cindy Ussery, to the Commercial Street Community Improvement District Board of Directors.

PURPOSE: To appoint Amanda Ohlensehlen, and reappoint Irene Schaefer and Cindy Ussery to the Commercial Street Community Improvement District Board of Directors. (Staff recommends approval.)

BACKGROUND INFORMATION: As required by the petition establishing the Commercial Street Community Improvement District ("CID"), the Mayor shall appoint Directors to the CID Board of Directors with the consent of the City Council. The CID Board of Directors requests the following individuals be appointed to the Board:

Seat	Name	Qualification	Term	Notes
1	Amanda Ohlensehlen	Property Owner Representative	7/13/2027	New appointment
2	Irene Schaefer	Property and Business Owner	7/13/2027	Reappointment
3	Cindy Ussery	Business Owner	7/13/2027	Reappointment

REMARKS: Staff recommends approval.

Submitted By: Matthew Schaefer, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 5/19/2023

Attachments: 1. Commercial Street CID Board Appts June 2023_res

36 Attest: _____, City Clerk

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38 Filed as Resolution _____

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40 Approved as to form: Jill Bunn, Assistant City Attorney

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

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