



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

October 2, 2023

6:30 PM

Regional Police-Fire Training Center

[Rules and procedures.](#)

1. ROLL CALL.

2. APPROVAL OF MINUTES.

2.1. Approval of Minutes. September 18, 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. Amended Council Bill 2023-160 (Hardinger)

A special ordinance accepting a donation of \$15,000 from the Hatch Foundation to reimburse the City of Springfield Department of Public Information and Civic Engagement for the purchase of a reusable Christmas tree to be used for Springfield's downtown holiday festivals; and amending the budget of the Department of Public Information and Civic Engagement for Fiscal Year 2023-2024 to appropriate the donation funds.

6.2. Council Bill 2023-224 (Carroll)

A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Article I, 'In General,' by adding a new Section 2-10, 'Authority to initiate voluntary

annexation of state right-of-way' to authorize the City Manager to initiate the voluntary annexation of state right-of-way.

6.3. Council Bill 2023-225 (Hardinger)

A general ordinance amending the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to 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; adding an Occupational Series Group, Claims Management, with an associated Occupational Series market pay adjustment; and amending the Fiscal Year 2023-2024 budget of the Airport to adjust the authorized employee positions for the addition of seven new Full Time Equivalent positions, and amend the budget in the amount of \$348,768.78 to appropriate funds for such positions.

6.4. Council Bill 2023-226 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement between the City of Springfield and the School District of Springfield R-12 to share the costs of a third-party vendor to operate a school crossing guard program inside the city limits of Springfield.

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

7.1. Council Bill 2023-228 (Jenson)

A resolution granting a new liquor license to sell liquor by the drink at retail, including Sunday sales, to Tacos El Champu 2 LLC, d/b/a Tacos El Champu 2, for the location at 603 South Kimbrough Avenue, Springfield, Missouri.

7.2. Council Bill 2023-229 (Jenson)

A resolution granting a new liquor license to sell liquor by the drink at retail, including Sunday sales, to Gabriela Colorado Navarrete, d/b/a Kimbrough Asian Cuisine Cafe, for the location at 625 South Kimbrough Avenue, Springfield, Missouri.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

Citizens May Speak. May Be Voted On.

10.1. Council Bill 2023-230 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to accept a grant in the amount of \$19,950 from the State of Missouri, Department of Public Safety for the purchase and installation of seven solar-powered Flock license plate recognition cameras; and amending the budget of the Police Department for Fiscal Year 2023-2024 in the amount of \$19,950; and declaring that this bill qualifies as a one-reading bill pursuant to Charter Section 2.16(25).

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

12.1. Council Bill 2023-231 (Horton)

A special ordinance granting Conditional Use Permit No. 476 for the purpose of permitting an adaptive use of a nonresidential structure, and permitting a nonprofit community center, as conditional uses within the R-SF – Single-Family Residential District generally located at 829 West Atlantic Street and 2015 North Missouri Avenue. (Staff and Planning and Zoning Commission both recommend approval.) (By: North Point Church; 829 W. Atlantic Street and 2015 N. Missouri Avenue; Conditional Use Permit NO. 476.)

12.2. Council Bill 2023-232 (Jenson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.66 acre of property generally located at 529 West Grand Street from R-TH, Residential Townhouse District, to GI, Government and Institutional Use District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: City Utilities of Springfield; 529 W. Grand; Z-24-2023.)

12.3. Council Bill 2023-233 (Jenson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.08 acres of property generally located at 505 and 509 West Grand Street and 931 and 937 South Market Avenue from R-SF, Single-Family Residential District, and R-TH, Residential Townhouse District, to R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 238; establishing Conditional Overlay District No. 238; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: GDL Enterprises, LLC; 505 and 509 W. Grand Street & 931 and 937 S. Market Avenue; Z-23-2023 with Conditional Overlay District No. 238.)

12.4. Council Bill 2023-234 (Simpson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.7 acres of property generally located at 1266 East Lark Street from Planned Development No. 84 to GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: St. James Hotel Properties, LLC; 1266 East Lark Street; Z-21-2023.)

12.5. Council Bill 2023-235 (Simpson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 7.84 acres of property generally located at 3900 South Lone Pine Avenue and 2955 and 2957 East Allen Place from R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 212, to R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 236; establishing Conditional Overlay District No. 236; and adopting an updated Official Zoning Map. (Staff and

Planning and Zoning Commission recommend approval.) (By: Township 28, LLC; 3900 South Lone Pine Avenue, 2955 and 2957 East Allen Place; Z-20-2023 with Conditional Overlay District No. 236.)

12.6. Council Bill 2023-236 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 6 acres of property generally located at 3601 East Chestnut Expressway from Planned Development No. 336 to HC, Highway Commercial District, with Conditional Overlay District No. 239; establishing Conditional Overlay District No. 239; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Joseph S. Manzardo & Kari J. Manzardo Revocable Trust; 3601 East Chestnut Expressway; Z-26-2023 with Conditional Overlay District No. 239.)

13. FIRST READING BILLS.

Citizens May Speak. Not Anticipated To Be Voted On.

13.1. Council Bill 2023-237 (Carroll)

A special ordinance authorizing the City Manager, or his designee, to accept a Musgrave Foundation Grant from the Community Foundation of the Ozarks in the amount of \$39,604 for use by the Springfield-Greene County Health Department to implement the Family Connects Program to offer no-cost home visits to parents of newborns in Greene County, Missouri and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget in the amount of \$39,604 to appropriate the grant funds.

13.2. Council Bill 2023-238 (Lee)

A special ordinance authorizing the City Manager, or his designee, to accept a grant from the Missouri Children's Trust Fund in the amount of \$100,000 for use by the Springfield-Greene County Health Department to implement the Family Connects Program to offer no-cost home visits to parents of newborns in Greene County, Missouri and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget in the amount of \$100,000 to appropriate the grant funds.

13.3. Council Bill 2023-239 (Jenson)

A special ordinance approving a Petition to Establish the Brody Corners Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City of Springfield, the Brody Corners Community Improvement District, and West Sunshine Development, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development and the Missouri State Auditor of the creation of the District. (Staff recommends approval.)

13.4. Council Bill 2023-240 (Horton)

A special ordinance authorizing the City Manager, or his designee, to enter into a contract to purchase the property generally described as 811-813 North Boonville Avenue and to execute all necessary documents in support thereof; and amending the

Fiscal Year 2023-2024 budget in the amount of \$600,000. (Staff and Planning and Zoning Commission recommend approval.)

13.5. Council Bill 2023-241 (McGull)

A special ordinance authorizing the City Manager, or his designee, to enter into a Supplemental Agreement for Highway/Rail Crossing Improvements with the Missouri Highways and Transportation Commission and BNSF Railway Company to share costs associated with improvements to the intersection of National Avenue and Division Street; and amending the Fiscal Year 2023-2024 budget for the Department of Public Works in the amount of \$750,000.00 to appropriate funds received from MHTC to reimburse eligible construction costs.

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 Public Involvement Committee recommends the following appointments to the Citizens' Advisory Committee for Community Development: Debra Whitt and Christina Pike with terms to expire May 1, 2024.

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

15.3. The Public Involvement Committee recommends the following appointment to the Citizens' Advisory Committee for Community Development: Jeremy Dean with term to expire May 1, 2026.

15.4. The Public Involvement Committee recommends the following appointment to the Landmarks Board: Jesse Nix with term to expire November 1, 2026.

15.5. The Public Involvement Committee recommends the following appointment to the Personnel Board: Jessika Ricci with term to expire March 1, 2026.

16. UNFINISHED BUSINESS.

17. MISCELLANEOUS.

18. CONSENT AGENDA – FIRST READING BILLS.

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

19.1. Council Bill 2023-242 (Hardinger)

A resolution appointing Danny Perches to the Springfield Enhanced Enterprise Zone Board. (The Mayor and City staff recommend approval.)

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

September 18, 2023

6:30 PM

City Council Chambers

1. ROLL CALL.

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

2. APPROVAL OF MINUTES.

2.1. Approval of Minutes. September 5, 2023, City Council Meeting.

Approval of Minutes. September 5, 2023, City Council Meeting. Mayor Pro Tem Simpson moved to approve the September 5, 2023, minutes. Councilwoman Horton seconded the motion, and the minutes were approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, and McClure. Nays: None. Absent: None. Abstain: None.

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.

Councilman Lee recused himself from Council Bill 2023-221.

The consent agenda, Council Bill 2023-227, Ordinance 27906, was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, and McClure. Nays: None. Absent: None. Abstain: None.

The consent agenda, Council Bill 2023-221, Ordinance 27907, was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: None. Absent: Lee. 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 City Council and the Planning and Zoning Commission meetings will move from Historic City Hall to the Springfield Regional Police-Fire Training Center located at 2620 West Battlefield beginning in October. Renovations of City Hall will take place over the next few years, thanks to voter support of the Level Property Tax. City Council will host its first meeting there at 6:30 p.m. October 2, 2023, and the first Planning and Zoning Commission meeting will begin at 6:30 p.m. on October 5, 2023, at that location. Doors open for public meetings at 5:30 p.m., with the meeting room opening at 6:00 p.m. Parking is available in the front (north side) of the building and along the east side. Security check-in procedures remain the same, and the seating capacity mirrors that of City Council Chambers. The facility is located on a City Utilities bus line and is handicap accessible.

Mr. Gage noted Deputy City Manager Maurice Jones earned the prestigious designation of Certified Municipal Official (CMO) from the Missouri Municipal League's Municipal Governance Institute. Achieving this designation requires many hours spent over several years attending workshops and lectures on the finer points of municipal government. Earning the CMO designation is a significant achievement.

Mr. Gage congratulated the Springfield Cardinals, led by Manager Jose Leger, on their second-half championship in the North Division of the Texas League. He expressed the City is proud to be a partner with the Cardinals and thanked the community for support of the team throughout the season. The playoffs against the Arkansas Travelers will start in Springfield on Tuesday.

Mr. Gage noted the City's Department of Public Information and Civic Engagement, and the Parks Department are working with KY3 to host a series of neighborhood block parties celebrating the importance of strong neighborhoods, promoting connections and good will, and fostering a sense of community throughout Springfield. From September 28th through October 4th, these free evening events will take place in area parks and feature free food, musical entertainment, KY3's weather tour, story time for kids with KY3 anchors and reporters, and more.

Mr. Gage noted a public informational meeting about the Lake Springfield Planning Project will take place from 6:00 to 8:00 p.m. on October 12 at the Springfield Art Museum. The proposals are ambitious and exciting, and everyone is encouraged to attend and learn about this important project.

Mayor McClure congratulated Deputy City Manager Maurice Jones on his accomplishment.

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

6.1. Council Bill 2023-215 (Hosmer)

A general ordinance amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' Article III, 'Zoning Regulations,' Division 3, 'Administration, Enforcement, and Review,' Section 36-353, 'Landmarks board,' for the purpose of expanding membership eligibility. (Staff and Planning and Zoning Commission both recommend approval.)

Council Bill 2023-215 (Hosmer). Ordinance 6811 was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, and McClure. Nays: None. Absent: None. Abstain: None.

6.2. Council Bill 2023-216 (Carroll)

A special ordinance approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 8 Public Sewer Rehabilitation – Open Cut Repairs; accepting the bid of Rosetta Construction, LLC, in the amount of \$3,773,894.00 for the project; authorizing the City Manager, or his designee, to enter into a contract for said project; and approving a budget adjustment in the amount of the bid, plus a contingency, to amend the Fiscal Year 2023-2024 budget of the Department of Environmental Services Clean Water Enterprise Fund by appropriating reserves of said fund in the total amount of \$4,528,672.80.

Councilman McGull asked what the status of the sewer improvements are in regard to the consent decree.

Errin Kemper, Director of Environmental Services, responded compliance with the consent decree is on track. He noted the last update showed an approximately 20% reduction in flow to the Southwest Treatment Plant. One recent success story is at the Dickerson Park Zoo addressing defects in the Zoo wastewater infrastructure. The stormwater in this section was reduced by approximately 48%. An update will be periodically provided to City Council.

Council Bill 2023-216 (Carroll). Ordinance 27901 was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, and McClure. Nays: None. Absent: None. Abstain: None.

6.3. Council Bill 2023-217 (McGull, Simpson, Jenson)

A special ordinance approving the plans and specifications for Americans with Disabilities Act Improvements for Battlefield Road, National Avenue, and Sunshine Street, Plan No. 2021PW0059; accepting the bid of KCI Construction Company for construction of the ADA improvements; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Council Bill 2023-217 (McGull, Simpson, Jenson). Ordinance 27902 was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, and McClure. Nays: Lee. Absent: None. Abstain: None.

6.4. Council Bill 2023-219 (Lee)

A special ordinance approving the City Utilities' Fiscal Year 2024 Operating Budget for its Fiscal Year ending September 30, 2024.

Council Bill 2023-219 (Lee). Ordinance 27903 was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, and McClure. Nays: None. Absent: None. Abstain: None.

6.5. Council Bill 2023-218 (Hardinger)

A general ordinance authorizing revisions to electric rates charged by City Utilities of Springfield, Missouri, and related terms and conditions.

Council Bill 2023-218 (Hardinger). Ordinance 6812 was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, and McClure. Nays: None. Absent: None. Abstain: None.

6.6. Council Bill 2023-220 (Hosmer)

A special ordinance adopting and authorizing the Mayor to execute the Fourth Amendment to the Employment Agreement by and between the City of Springfield, Missouri, and Jason A. Gage; and authorizing payment of salary and benefits to Jason A. Gage in accordance with the provisions set forth therein.

Council Bill 2023-220 (Hosmer). Ordinance 27904 was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, and McClure. Nays: None. Absent: None. Abstain: None.

7. RESOLUTIONS.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

Citizens May Speak. May Be Voted On.

10.1. Council Bill 2023-223 (Horton)

A special ordinance authorizing the City Manager, or his designee, to accept additional Epidemiology and Laboratory Capacity Enhancing Detection Expansion grant funds from the Federal Department of Health and Human Services Centers for Disease Control and Prevention, through the Missouri Department of Health and Senior Services, in the amount of \$746,211 for use by the Springfield-Greene County Health Department for Bengsch Building heating, ventilation, and air conditioning system replacement, and to enter into necessary agreements to carry out the grant; amending the Fiscal Year 2023-2024 budget in the amount of \$746,211 to appropriate the additional grant funds; and declaring this bill qualifies for approval in one reading.

Katie Towns, Director of Public Health and Welfare, provided a brief overview of the proposed. Ms. Towns noted the funds are Coronavirus relief funds from the Centers for Disease Control (CDC). She added the remaining funds would be used for costs associated with the HVAC system and to provide lab services.

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

Council Bill 2023-223 (Horton). Ordinance 27905 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.

13. FIRST READING BILLS.

Citizens May Speak. Not Anticipated To Be Voted On.

13.1. Council Bill 2023-160 (Hardinger)

A special ordinance accepting a donation of \$15,000 from the Hatch Foundation to reimburse the City of Springfield Department of Public Information and Civic Engagement for the purchase of a reusable Christmas tree to be used for Springfield's downtown holiday festivals; and amending the budget of the Department of Public Information and Civic Engagement for Fiscal Year 2022-2023 to appropriate the donation funds.

Cora Scott, Director of Public Information and Civic Engagement, provided a brief overview of the proposed. Ms. Scott noted the proposed would allow acceptance of a donation of \$15,000 from the Hatch Foundation for purchase of a reusable Holiday Tree.

Councilwoman Hardinger moved to strike any usage of "Fiscal Year 2022-2023" in Council Bill 2023-160 and replace such usage with "Fiscal Year 2023-2024". Councilwoman Carroll seconded the motion, and it was approved by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, and McClure. Nays: None. Absent: None. Abstain: None.

Mayor McClure asked if the amendment was considered not substantive. Rhonda Lewsader, City Attorney, responded affirmatively.

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

13.2. Council Bill 2023-224 (Carroll)

A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Article I, 'In General,' by adding a new Section 2-10, 'Authority to initiate voluntary annexation of state right-of-way' to authorize the City Manager to initiate the voluntary annexation of state right-of-way.

Rhonda Lewsader, City Attorney, provided a brief overview of the proposed. Ms. Lewsader noted the proposed would amend City Code by adding a new section regarding voluntary annexation. She added the proposed would allow the City to initiate the annexation process for right-of-way with the Missouri Department of Transportation (MoDOT) by allowing the City Manager to send a formal letter to MoDOT. MoDOT would then submit a petition for voluntary annexation to the City. This petition would need to be approved by City Council.

Mayor McClure noted City Council asked this be prepared to streamline the process and allow City Council to have the final determination.

Councilman McGull asked who controls the property after it is annexed. Dan Smith, Director of Public Works, responded the property would be maintained by MoDOT after annexation.

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

13.3. Council Bill 2023-225 (Hardinger)

A general ordinance amending the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to 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; adding an Occupational Series Group, Claims Management, with an associated Occupational Series market pay adjustment; and amending the Fiscal Year 2023-2024 budget of the Airport to adjust the authorized employee positions for the addition of seven new Full Time Equivalent positions, and amend the budget in the amount of \$348,768.78 to appropriate funds for such positions.

Darla Morrison, Director of Human Resources, provided a brief overview of the proposed. Ms. Morrison noted the proposed would allow for routine job title additions. A claims management group would be added. A market pay adjustment of 9% would be applied to this group to build a strong candidate pool. She added seven full-time employee (FTE) positions would be added for the Springfield-Branson National Airport. Four would be added for custodial needs, and the other three to increase the police function at the airport.

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

13.4. Council Bill 2023-226 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement between the City of Springfield and the School District of Springfield R-12 to share the costs of a third-party vendor to operate a school crossing guard program inside the city limits of Springfield.

Collin Quigley, Deputy City Manager, provided a brief overview of the proposed. Mr. Quigley noted the agreement establishes the costs and responsibilities connected to providing crossing guard services within the city limits. Mr. Quigley added a cost share agreement with the school district had existed since 2014.

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

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

Rhiana Seiler wishes to address City Council. Did Not Appear.

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.

19.1. Council Bill 2023-227 (Lee)

A special ordinance authorizing the City Manager, or his designee, to accept additional Child Care Health Consultation grant funds from the Federal Department of Health and Human Services, through the Missouri Department of Elementary and Secondary Education, in the amount of \$26,269, for use by the Springfield-Greene County Health Department to implement education/training, health and safety consultation, and health promotion activities to benefit children and to enter into necessary agreements to carry out the grant; amending the Fiscal Year 2023-2024 budget in the amount of \$26,269 to appropriate the additional grant funds; and declaring this bill qualifies for approval in one reading.

Council Bill 2023-227 (Lee). Ordinance 27906 was by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, and McClure. Nays: None. Absent: None. Abstain: None.

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

20.1. Council Bill 2023-221 (Horton)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the renewal of the Preliminary Plat of Cresthaven Park, generally located at 3221 West Kearney Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Council Bill 2023-221 (Horton). Ordinance 27907 was by the following vote: Ayes: Jenson, Horton, McGull, Simpson, Hosmer, Hardinger, Carroll, Lee, and McClure. Nays: None. Absent: None. Abstain: None.

21. END OF CONSENT AGENDA.

22. ADJOURN.

Mayor McClure noted this meeting was the last that would be held in City Council Chambers for possibly the next two years as renovations commence. Mayor McClure noted his family history regarding the history of the building. He expressed his belief the temporary location will be functional while renovations are being completed.

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



EXPLANATION TO AMENDED COUNCIL BILL 2023-160 (HARDINGER)

FILED: 09/21/2023

ORIGINATING DEPARTMENT: Public Information and Civic Engagement

TITLE: A special ordinance accepting a donation of \$15,000 from the Hatch Foundation to reimburse the City of Springfield Department of Public Information and Civic Engagement for the purchase of a reusable Christmas tree to be used for Springfield's downtown holiday festivals; and amending the budget of the Department of Public Information and Civic Engagement for Fiscal Year 2023-2024 to appropriate the donation funds.

PURPOSE: Supplemental explanation sheet for Amended Council Bill 2023-160.

BACKGROUND INFORMATION: At the September 18, 2023, Council meeting, City Council voted to amend Council Bill 2023-160 by substituting the phrase "Fiscal Year 2023-2024" for each usage of "Fiscal Year 2022-2023" throughout the Council bill because the City's fiscal year had changed since the bill was initially presented.

Submitted By: Cora Scott, Director of Public Information & Civic Engagement

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

Attachments:

1. Original Explanation Sheet
2. Amended CB 2023-160_ord
3. Amended CB 2023-160_Ex A



EXPLANATION TO COUNCIL BILL 2023-160 (HARDINGER)

FILED: 08/21/2023

ORIGINATING DEPARTMENT: Public Information and Civic Engagement

TITLE: A special ordinance accepting a donation of \$15,000 from the Hatch Foundation to reimburse the City of Springfield Department of Public Information and Civic Engagement for the purchase of a reusable Christmas tree to be used for Springfield's downtown holiday festivals; and amending the budget of the Department of Public Information and Civic Engagement for Fiscal Year 2022-2023 to appropriate the donation funds.

PURPOSE: To accept a donation in the amount of \$15,000 from the Hatch Foundation for the purchase of a new holiday tree, to be used for Springfield's downtown holiday festivals, placed at Park Central Square every year.

BACKGROUND INFORMATION: Each year, the City of Springfield hosts an annual Mayor's Tree Lighting Holiday show the Saturday before Thanksgiving to serve as the kickoff to the holiday season. This is also produced as a television special aired on KY3. The City's Public Works Department and Downtown Community Improvement District ("DCID") work together to obtain and move a 20-plus foot real tree to move to Park Central Square. This costs roughly \$6,000 in Public Works labor time each year. In addition, the DCID spends \$30,000 per year on lighting installation on and around the tree. The quality and size of the tree varies greatly from year to year. Having a reusable tree will provide consistency for installation and ensure a level of quality year over year. In addition, having a 65-foot tree will make a larger quality of place statement and help with the City's desire to improve its attractiveness as a holiday destination for residents and visitors alike.

The six founding members of Hatch have been members of the Springfield community for most of their lives, and all possess a dedicated love for it. With their family business of 40 years selling in November 2019, the family knew they wanted to give back to the community--the community that supported them for so many years. The family wanted their contribution to the community to play a unique role in the issues that affect Springfield's communities. They posed the question: "How can we build on the inherent attributes of the community and help Springfield achieve its full potential?"

REMARKS: At the suggestion of the City Manager, the Public Information Department has researched the surrounding community holiday events and analyzed the potential for expanding our current very successful Mayor's Tree Lighting Holiday Show into a season-long resident and tourist experience. With Branson, Missouri and Northwest Arkansas' significant investments over the past several years, Springfield has the real possibility of serving as an additional tour stop in the multimillion-dollar holiday tourism

potential.

Since 2017, attendance at the Mayor's Tree Lighting event has grown from approximately 50 people to 2500. No information about attendees is collected, but we assume these attendees are largely from Springfield and Greene County.

In 2020, the height of the pandemic, KY3 / Gray Media became a partner, generously broadcasting our show as a holiday special. The television special has grown into a viable opportunity to promote Springfield and the region as a holiday tourist destination. The PIO team writes, shoots, produces, and edits the entire show in-house.

The Opportunity

A recent hospitality survey revealed that 94% of adults ages 45+ were planning to travel in December 2022 and 58 percent in January 2023, indicating that connecting with loved ones is top of mind for travelers.

While some travelers may seek a reprieve from the cold in sunny destinations, 56 percent of respondents agree that it **doesn't feel like the festive season without snow**. The average airfare in 2022 was up about 40% from 2021. Most holiday travelers **never get on a plane — they drive**. AAA's estimate is that 49 million will travel by car over the holidays, compared to 4.5 million who fly.

While holiday-based travel has been constant for years, recently the travel patterns associated with these holidays are changing, because the times to travel aren't as fixed as they used to be, and when you can work from anywhere, the strict definitions of travel days start to break down.

CONCLUSION: Obtaining a new, impressive, reusable tree will be one step in an effort to enhance Springfield's marketability as a holiday destination, while improving quality of place.

Submitted By: Cora Scott, Director of Public Information & Civic Engagement

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

Attachments:

1. Holiday Tree Donation_ord
2. Exhibit A- Holiday tree donation BA

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 06-20-23

Sponsored by: Hardinger

First Reading: September 18, 2023

Second Reading: October 2, 2023

AMENDED

COUNCIL BILL 2023-160

SPECIAL ORDINANCE _____

AN ORDINANCE

1 ACCEPTING a donation of \$15,000 from the Hatch Foundation to reimburse the
2 City of Springfield Department of Public Information and Civic
3 Engagement for the purchase of a reusable Christmas tree to be used
4 for Springfield's downtown holiday festivals; and amending the budget
5 of the Department of Public Information and Civic Engagement for
6 Fiscal Year 2023-2024 to appropriate the donation funds.
7 _____
8

9 WHEREAS, each year, the City of Springfield hosts an annual Mayor's Tree
10 Lighting Holiday Show the Saturday before Thanksgiving to kick off the holiday season;
11 and
12

13 WHEREAS, each year, a 20-plus foot real tree is moved to Park Central Square,
14 costing the Public Works Department \$6,000 in labor and the Downtown Community
15 Improvement District \$30,000 in lighting installation on and around the tree; and
16

17 WHEREAS, tree quality and size vary greatly from year to year; and
18

19 WHEREAS, a reusable tree will provide installation consistency and quality every
20 year; and
21

22 WHEREAS, a 65-foot, reusable Christmas tree will make a larger quality of place
23 statement and enhance the city's attractiveness as a holiday destination for residents
24 and visitors alike; and
25

26 WHEREAS, based on the foregoing, the City of Springfield Department of Public
27 Information and Civic Engagement ("PIO") purchased a 65-foot reusable Christmas
28 tree; and
29

30 WHEREAS, the Board of Directors of the Hatch Foundation has voted to donate,
31 to the City of Springfield, \$15,000 to reimburse the City for the Christmas tree purchase;
32 and
33

34 WHEREAS, the City Council wishes to accept the donation from the Hatch

Foundation.

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

Section 1 – The City Council hereby accepts a donation of \$15,000 from the
Hatch Foundation to reimburse PIO for the purchase of the reusable Christmas tree.

Section 2 – The budget of PIO, for Fiscal Year 2023-2024, is hereby amended in
the account and in the amount shown on Budget Adjustment No. 063, a copy of which is
attached as “Exhibit A.”

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: Duke M. Donald, Assistant City Attorney

Approved for Council action: Jason A. Hage City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
063

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	19	20010	414070	000000	00000	\$ 15,000	Holiday tree donation
Net Revenue Adjustment						\$ 15,000	

Expenditures:

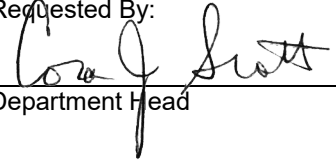
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	19	20010	501260	000000	00000	\$ 15,000	Holiday tree purchase
Net Expenditure Adjustment						\$ 15,000	

Fund Balance Appropriation:

Fund	Title	Amount

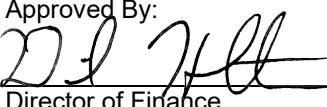
Explanation: To amend the FY2023-24 budget by appropriating donated funds from the Hatch Foundation for the purchase of a new holiday tree.

Requested By:



Department Head 6-20-2023
Date

Approved By:



Director of Finance 6-20-2023
Date

City Manager Date

Authorization:

Council Bill No. 2023-160
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-224 (CARROLL)

FILED: 09/25/2023

ORIGINATING DEPARTMENT: Law

TITLE: A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Article I, 'In General,' by adding a new Section 2-10, 'Authority to initiate voluntary annexation of state right-of-way' to authorize the City Manager to initiate the voluntary annexation of state right-of-way.

PURPOSE: To amend the Springfield City Code, Chapter 2, 'Administration,' Article I, 'In General,' by adding a new Section 2-10, 'Authority to initiate voluntary annexation of state right-of-way' to authorize the City Manager to initiate the voluntary annexation of state right-of-way.

BACKGROUND INFORMATION: From time to time, the City voluntarily annexes state right-of-way. Such voluntary annexations require the City to follow procedures adopted by the Missouri Highways and Transportation Commission ("MHTC"). At present, the MHTC procedure requires a city to initiate the annexation process by sending the Missouri Department of Transportation ("MoDOT") a formal letter stating that it desires to annex certain right-of-way. Such a letter triggers a MoDOT process to determine whether MoDOT is willing to agree to the voluntary annexation and to submit a petition for voluntary annexation to the city.

Springfield has historically followed a process of adopting a resolution that announces its intent to annex the state right-of-way and authorizes the City Manager to take any necessary actions to do so. However, neither MoDOT nor state law requires the City to adopt such a resolution. The proposed Ordinance would allow the City to initiate MoDOT's process more quickly by allowing the City Manager to take any necessary actions to initiate the voluntary annexation process with MoDOT. Initiation of the process is only the first step to annex state right-of-way. After MoDOT determines it is willing to agree to the annexation, it submits a petition for voluntary annexation to the City, which City Council must approve by ordinance.

Submitted By: Rhonda Lewsader, City Attorney

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

Attachments: 1. MHTC Voluntary Annexations_ord

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 09-12-23

Sponsored by: Carroll

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-224

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 2, 'Administration,' Article I, 'In
2 General,' by adding a new Section 2-10, 'Authority to initiate voluntary
3 annexation of state right-of-way' to authorize the City Manager to
4 initiate the voluntary annexation of state right-of-way.
5 _____
6

7 WHEREAS, the Missouri Highways and Transportation Commission ("MHTC")
8 requires that the process to annex state right-of-way be initiated by a formal letter from
9 a city; and
10

11 WHEREAS, the City has followed a practice of initiating the process by adopting
12 a resolution announcing its intent to annex state right-of-way, but such a resolution is
13 not required by law or by the MHTC; and
14

15 WHEREAS, City Council wishes to simplify the process of initiating the
16 annexation of state right-of-way by authorizing the City Manager to take any necessary
17 actions, including signing a formal letter initiating voluntary annexations of state right-of-
18 way.
19

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

23 Section 1 – Springfield City Code, Chapter 2, 'Administration,' Article I, 'In
24 General,' is hereby amended by adding a new Section 2-10, 'Authority to initiate
25 voluntary annexation of state right-of-way,' as follows:
26

27 NOTE: Language to be added is **bolded**, and language to be deleted is ~~stricken~~.
28
29 Sec. 2-10. **Authority to initiate voluntary annexation of state right-of-way.**
30

31 **The City Manager is hereby authorized to take any actions necessary to initiate**
32 **the voluntary annexation of state right-of-way, including but not limited to signing**
33 **a formal letter on the City's behalf.**

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

36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46
47 Approved as to form: Rhonda Lewsader, City Attorney

48
49
50 Approved for Council action: Jason A. Hage, City Manager



EXPLANATION TO COUNCIL BILL 2023-225 (HARDINGER)

FILED: 08/31/2023

ORIGINATING DEPARTMENT: Human Resources

TITLE: A general ordinance amending the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to 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; adding an Occupational Series Group, Claims Management, with an associated Occupational Series market pay adjustment; and amending the Fiscal Year 2023-2024 budget of the Airport to adjust the authorized employee positions for the addition of seven new Full Time Equivalent positions, and amend the budget in the amount of \$348,768.78 to appropriate funds for such positions.

PURPOSE: To amend the Springfield City Code, Section 2.92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Classifications of the Professional, Administrative, and Technical ("PAT") Non-Union Schedule by adding six (6) new job titles and deleting three (3) job titles; to establish one new Occupational Series Group, Claims Management, with an associated Occupational Series market pay adjustment; and to amend the Fiscal Year 2023-2024 budget to adjust the authorized employee positions with the addition of seven (7) new Full Time Equivalent ("FTE") positions to the Springfield-Branson National Airport and to amend the budget in the amount of \$348,768.78 to appropriate funds for such positions.

BACKGROUND INFORMATION: This ordinance contains recommendations related to routine job title additions due to department organizational changes, completed job studies and career ladder reviews, and to update existing job titles. Job title additions include HR Payroll & Benefits Assistant, PAT-5; Information Systems Asset Technician, PAT-6; Senior HR Payroll and Benefits Assistant, PAT-6; Airport Police Recruit, PAT-6; Airport Police Administrator, PAT-9; and Fleet and Equipment Services Manager, PAT-11.

The ordinance includes deletions for job titles that will no longer be used. Job title deletions include Payroll & Benefits Assistant, PAT-5; Senior Payroll & Benefits Assistant, PAT-6; and Fleet Services Administrator, PAT-11.

Human Resources recommends establishing a new Occupational Series Group, "Claims Management," consisting of the Claims Specialist and Senior Claims Specialist positions assigned to the Risk Management Department. It has been a long-standing practice, when comparing the pay of City positions to similar organizations, that the goal is to have City positions fall within the middle third of all organizations. Thus,



based on external market pay factors and industry standards, a market pay adjustment of nine percent (9%) is recommended to position this group in a competitive position with external markets while maintaining internal equity. In keeping with this past practice, the City can continue to build on its competitiveness, retain its incumbents, and better attract and build a strong candidate pool.

Lastly, the addition of seven (7) new FTE positions for the Springfield-Branson National Airport is being recommended based on operational and service needs for existing and long-term services. The seven (7) new FTE positions include: three (3) Senior Airport Custodians, one (1) Custodial Team Leader, one (1) Airport Police Administrator, and two (2) Airport Police Officers. This budget adjustment allocates reserves from the Airport's Fund for these new FTE positions.

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies. The changes reflected are cost neutral and are already covered in the existing Fiscal Year 2024 Budget previously approved by City Council or are in the Airport Budget Adjustment for Fiscal Year 2024, attached to the Council Bill as "Exhibit A." Costs for the remainder of Fiscal Year 2024 for the seven (7) new FTEs is approximately \$348,768.78; full-year, on-going costs for Fiscal Year 2025 for the new seven (7) FTEs is projected at \$446,803.83.

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 9/5/2023

Attachments:

1. September Salary Ord (New job titles, Occ Series Group, Airport)(1)
2. Exhibit A - BA

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed 09-12-23

Sponsored by Hardinger

First Reading _____

Second Reading _____

COUNCIL BILL 2023-225

GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Section 2-92, known as the ‘Salary Ordinance,’ relating to 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; adding an Occupational Series Group, Claims Management, with an associated Occupational Series market pay adjustment; and amending the Fiscal Year 2023-2024 budget of the Airport to adjust the authorized employee positions for the addition of seven new Full Time Equivalent positions, and amend the budget in the amount of \$348,768.78 to appropriate funds for such positions.

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 Non-Union Schedule is hereby amended by adding and deleting the following job titles:

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

Classification:	Salary Grade:
HR Payroll & Benefits Assistant	PAT-5
Information Systems Asset Technician	PAT-6
Senior HR Payroll and Benefits Assistant	PAT-6
Airport Police Recruit	PAT-6

Airport Police Administrator	PAT-9
Fleet and Equipment Services Manager	PAT-11

Proposed Job Title and Salary Grade
(Titles to be deleted)

Classification:	Salary Grade:
Payroll & Benefits Assistant	PAT-5
Senior Payroll & Benefits Assistant	PAT-6
Fleet Services Administrator	PAT-11

Section 2 – Springfield City Code, Section 2-92, known as the “Salary Ordinance,” shall be amended to include one new Occupational Series Groups, titled “Claims Management” and this section shall be numbered and placed within the Salary Ordinance at a location the City Attorney deems appropriate. Specifically, the following provisions shall be added to the Salary Ordinance:

Claims Management Occupational Series Group

- A. There is hereby created a new Occupational Series Group, “Claims Management,” which shall initially consist of the Claims Specialist and Senior Claims Specialist positions.**
- B. The initial Occupational Series market pay adjustment for the Claims Management Group shall be a nine percent (9%) multiplier of the annual base pay rate for positions within the Claims Management Group.**
- C. The Claims Management Group shall be subject to the previously established rules regarding administration of the Occupational Market Series Adjustment Program, including the discretionary authority granted to the City Manager to apply an additional annual multiplier (currently set at an annual maximum of five percent (5%)) and to add or remove job titles or positions to or from said group.**

Section 3 – The Fiscal Year 2023-24 budget of the City is hereby amended by changing the number of authorized job positions for the following department by adding the listed full-time equivalent positions:

<u>FTE</u>	<u>Job Title</u>	<u>Department</u>
3.0	Senior Airport Custodian	Airport
1.0	Custodial Team Leader	Airport
1.0	Airport Police Administrator	Airport
2.0	Airport Police Officers	Airport

Section 4 – The City’s Fiscal Year 2023-24 budget regarding the Airport is hereby amended in the accounts and in the amounts as shown on Budget Adjustment

No. 021, a copy of which is attached hereto and incorporated herein by reference as
"Exhibit A."

Section 5 – City Council finds that the budget adjustment has been
recommended by the City Manager and the City Manager is directed to cause the
appropriate accounting entries to be made in the books and records of the City.

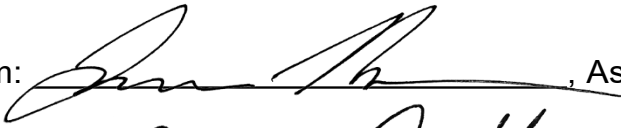
Section 6 – This Ordinance shall be in full force and effect from and after
passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action:  City Manager



EXPLANATION TO COUNCIL BILL 2023-226 (HOSMER)

FILED: 09/25/2023

ORIGINATING DEPARTMENT: City Manager

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement between the City of Springfield and the School District of Springfield R-12 to share the costs of a third-party vendor to operate a school crossing guard program inside the city limits of Springfield.

PURPOSE: This Intergovernmental Agreement ("IGA") is between the City of Springfield, Missouri ("City"), and the School District of Springfield R-12 ("School District") regarding the responsibilities and costs associated with providing crossing guards near schools in the city limits.

BACKGROUND INFORMATION: This Intergovernmental Agreement ("IGA") is between the City of Springfield, Missouri ("City"), and the School District of Springfield R-12 (School District) regarding the responsibilities and costs associated with providing crossing guards near schools in the city limits.

Division of Costs: This IGA outlines how the costs of hiring a third-party vendor to provide crossing guard services will be split between the City and the School District. It specifies that the estimated maximum cost is \$132,377.22. The School District will pay 25% of the estimated maximum cost (\$33,094.31) and 50% of any excess costs above the maximum cost. The School District pays for crossing guard services outside the city limits. The School District also pays for crossing guard services during Summer School.

The School District will also take steps necessary to obtain or provide crossing guard services prior to the expiration of this agreement for subsequent school terms.

Term: The agreement starts on July 1, 2023, and ends on June 30, 2024.

REMARKS: This IGA outlines how the City and School District will work together to provide crossing guards for school safety, how we will share the costs, and the legal details surrounding the agreement.

Submitted By: Collin Quigley, Deputy City Manager

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

Attachments: 1. School Crossing Guard IGA 2023_ord

2. Exhibit A - FY24 City Crossing Guard Contract (ID 9073)

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 09-12-23

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-226

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an Intergovernmental
2 Agreement between the City of Springfield and the School District of
3 Springfield R-12 to share the costs of a third-party vendor to operate a
4 school crossing guard program inside the city limits of Springfield.
5 _____
6

7 WHEREAS, the City of Springfield ("City") and the School District of Springfield
8 R-12 ("District") entered into an agreement in 2021 to share the costs of providing
9 crossing guards near schools within the city limits to address safe travel to and from
10 school; and
11

12 WHEREAS, the agreement has expired and needs to be renewed to continue to
13 provide for the safety of students; and
14

15 WHEREAS, the City and District agree to share the costs of the vendor contract
16 as set forth in "Exhibit A."
17

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

21 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
22 an Intergovernmental Agreement with the School District of Springfield R-12 for the
23 sharing of costs for a third-party vendor to operate a school crossing guard program
24 inside the city limits of Springfield, said agreement to be substantially similar to "Exhibit
25 A" attached hereto and incorporated herein by this reference and approved by the City
26 Attorney, and to do all things necessary to carry out the intent of the Agreement.
27

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

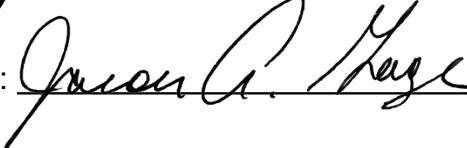
31 Passed at meeting: _____
32
33

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) SCHOOL DISTRICT	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) DEPARTMENT HEAD	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE JULY 1, 2023	TERMINATION DATE JUNE 30, 2024	CONTRACT NUMBER:	
(X) NEW CONTRACT		() RENEWAL	
CITY		SCHOOL DISTRICT	
CITY OF SPRINGFIELD 840 BOONVILLE SPRINGFIELD, MO 65802 PHONE (417) FAX (417) ATTN: COLLIN QUIGLEY DEPT: CITY MANAGER'S OFFICE		SCHOOL DISTRICT OF SPRINGFIELD R-12 SPRINGFIELD, MO 65804 PHONE: FAX: ATTN:	

Intergovernmental Agreement for Crossing Guards

THIS AGREEMENT, is made and entered into this ____ day of _____, 20____, by and between the City of Springfield, Missouri, a municipal corporation (hereinafter referred to as the "City"), and the School District of Springfield R-12, (hereinafter referred to as the "School District"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the need for crossing guards near schools within the city limits of Springfield, Missouri continues to be a concern of both the City and the School District; and

WHEREAS, the City and School District mutually agree to a division of costs and general conditions associated with the crossing guard program during the School Term, as set forth herein; and

WHEREAS, the Parties mutually agree the crossing guard program will be administered by a third-party vendor; and

WHEREAS, the Parties had previously entered into a contract to share the costs of school crossing guard services in 2021, however that contract and its extensions have now expired; and

WHEREAS, both Parties desire to continue to cooperate in this service to the community.

NOW THEREFORE, the Parties mutually agree as follows:

1. Division of Costs. Based upon twenty-two (22) crossing locations within the city limits of Springfield, Missouri, the estimated maximum cost to obtain crossing guard services through a third-party vendor during the School Term, as that term is defined by Section 160.011(9) RSMo, is One Hundred Thirty-Two Thousand Three Hundred Seventy-Seven and 22/100 Dollars (\$132,377.22). The Parties agree the division of costs for the third-party vendor crossing guard contract shall be as follows:



a. Responsibilities of City:

- i. The City shall be responsible for maintaining the contract with the third-party vendor for crossing guard services inside the city limits during the School Term.
- ii. The City shall be responsible for paying the third-party vendor for crossing-guard services performed inside city limits during the School Term, up to a cost of One Hundred Thirty-Two Thousand Three Hundred Seventy-Seven and 22/100 Dollars (\$132,377.22). The City shall be responsible for 50% of any costs in excess of One Hundred Thirty-Two Thousand Three Hundred Seventy-Seven and 22/100 Dollars (\$132,377.22) for crossing guard services provided during the School Term. This amount shall be subject to a pro-rated adjustment if the Term of this Agreement is less than twelve (12) months.
- iii. The City shall be responsible for maintaining the contract with the third-party vendor for crossing guard services inside the city limits during the School District's Summer School session, but shall not be responsible for funding or payment of said services.
- iv. In the event the cost of providing crossing-guard services during the School Term does not meet or exceed the estimated maximum cost, the City shall, upon request by the School District, pay to the School District 25% of the difference between the estimated maximum cost and the actual cost.
- v. The City shall not be responsible for any funding of crossing guard services outside the city limits of Springfield, Missouri.

b. Responsibilities of School District:

- i. The School District shall pay to the City, no later than the start of the School Term, Thirty-Three Thousand Ninety-Four and 31/100 Dollars (\$33,094.31) (25% of the estimated maximum cost) for crossing guard services provided during the School Term.
- ii. The School District shall pay to the City 50% of any costs in excess of One Hundred Thirty-Two Thousand Three Hundred Seventy-Seven and 22/100 Dollars (\$132,377.22) for crossing guard services provided during the School Term. This amount, or pro-rated amount, will be billed at the end of the School Term by the City and paid by the School District within 30 days of the statement date.
- iii. The School District shall be responsible for funding all crossing guard services that are located outside the city limits of Springfield, Missouri.
- iv. The School District shall be responsible for funding the crossing guard services contract with the third-party vendor for crossing guard services that are provided outside of the School Term.
- v. The School District shall pay the actual cost of crossing guard services during Summer School. The actual cost of crossing guard services for the Summer School term, or pro-rated amount, will be billed monthly and paid by the School District within 30 days of the statement date.
- vi. Upon notification from the third-party vendor that crossing guard services will not be provided at a given crossing location on a given day, the School District may, at its discretion, provide crossing guard services at that location. If the School District provides crossing guard services in this manner, the School District shall notify the City of the location and length of time crossing guard services were provided by the School District.



- vii. The School District shall take those steps necessary or desirable to obtain and/or provide school crossing guard services prior to the expiration of this agreement. These steps may include, but are not limited to, issuing requests for proposals.

2. Other Responsibilities.

- a. In the event this Agreement is renewed for additional term(s), or the number of crossing locations is increased or decreased, the above-referenced division of costs will remain the same.

3. Conflicts. No salaried officer or employee of the City or the School District, and no member of the City Council or the School District shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and any applicable requirements of state and local law shall be observed by the parties hereto.

4. Term. The term of this agreement will begin on July 1, 2023 and end on June 30, 2024. This agreement may be renewed for one additional one-year period if agreed to by the parties in writing prior to the expiration of this agreement.

5. Insurance. The City is self-insured. The School District is self-insured.

6. Liability and Indemnity. The parties mutually agree to the following:

- a. The Parties agree that the City has entered into a separate contract with Everything Parking Inc. d/b/a Cross Safe ("Cross Safe") to perform school crossing services for District students. The City has sole responsibility for the administration of the Cross Safe contract. The District is not a party to the Cross Safe contract and has no supervision or authority over or responsibility for the actions of Cross Safe, or its successors.
- b. In the performance of this Contract, City and the District shall be deemed to be and shall be an independent contractor of the other. The City shall be solely responsible for the payment of all wages, contributions, benefits, assessments, and taxes earned by its employees for services provided pursuant to this Contract. The District shall be solely responsible for the payment of all wages, contributions, benefits, assessments and taxes earned by its employees for services provided pursuant to this Contract. The City and District shall separately maintain workers' compensation insurance for each of their employees who perform services pursuant to the Contract.
- c. The City assumes any and all responsibility for personal injury and property damage attributable to the negligent acts of its employees arising out of the services they provide pursuant to this Contract, subject to the protections of the Missouri Sovereign Immunity Statute, Section 537.600 et seq. RSMo., governmental immunity and official immunity. The District assumes any and all responsibility for personal injury and property damage attributable to the negligent acts of its employees, agents and contractors, arising out of the services they provide pursuant to this Contract, subject to the protections of the Missouri Sovereign Immunity Statute, Section 537.600 et seq. RSMo., governmental immunity, official immunity and the Coverdale Act.
- d. Notwithstanding any provision to the contrary, the City agrees to indemnify and hold the District harmless for any personal injury and property damages alleged to have been caused, in whole or in part, by District employees who have been assigned by the District to substitute for a Cross Safe employee pursuant to this Contract.
- e. In no event shall the City be liable to the District 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. In no event shall the District be liable to the City for special, indirect, or consequential damages, except those caused by the District's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Contract.
- f. Notwithstanding any provision in this Contract to the contrary, the Parties agree that the City and the



District are entitled to protection for certain causes of action by Sovereign Immunity pursuant to Section 537.600 et seq. and otherwise by governmental immunity and official immunity and nothing in this Contract shall constitute a limitation, restriction, nullification or waiver of the right of the City or District to assert complete immunity from liability pursuant to these immunities. Further, neither the City nor the District shall be required by this Contract to purchase and carry insurance of any type which could constitute a limitation, restriction, nullification or waiver of such immunities.

7. 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. All prior crossing guard contracts between the City and School District are superseded by this contract.
8. Jurisdiction. This agreement and every question arising thereunder shall be construed and determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

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

CERTIFICATE OF DIRECTOR OF FINANCE

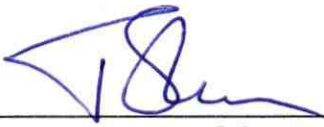
I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance, or designee

APPROVED AS TO FORM:

Assistant City Attorney

SCHOOL DISTRICT OF SPRINGFIELD R-12

By: 
Name & Title: **TRAVIS SHAW**
Deputy Superintendent-Operations
School District of Springfield, R-12

CITY OF SPRINGFIELD, MISSOURI

AUG 22 2023

BOARD APPROVED

By: _____
Collin Quigley, Deputy City Manager





EXPLANATION TO COUNCIL BILL 2023-228 (JENSON)

FILED: 09/14/2023

ORIGINATING DEPARTMENT: Finance

TITLE: A resolution granting a new liquor license to sell liquor by the drink at retail, including Sunday sales, to Tacos El Champu 2 LLC, d/b/a Tacos El Champu 2, for the location at 603 South Kimbrough Avenue, Springfield, Missouri.

PURPOSE: Granting a new liquor license to sell retail liquor by drink, including Sunday sales, to Tacos El Champu 2 LLC (Myra Vanessa Montes, sole member), d/b/a Tacos El Champu 2, for the location at 603 S Kimbrough, Springfield, Missouri.

BACKGROUND INFORMATION: Applicant, Tacos El Champu 2 LLC (Myra Vanessa Montes, sole member), d/b/a Tacos El Champu 2, applied for a license to sell retail liquor by the drink, including Sunday sales, at its location at 603 S Kimbrough. The applicant's business is located within 200 feet of Missouri State University properties located at 600-618 S Kimbrough and 609 E Cherry.

Pursuant to Section 10-37(a) of the Springfield City Code, no license shall be granted for the sale of intoxicating liquor within 200 feet of any church, school, park, or building regularly used as a place of worship unless the applicant shall first obtain the consent in writing of City Council. As a result, City Council must determine whether it will issue a license to this business location.

Submitted By: Teresa Allen, Budget Coordinator

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Deputy City Manager 9/18/2023

Attachments: 1. Liquor License Tacos El Champu 2 LLC_res

One-rdg. X
P. Hrngs.
Pgs. 3
Filed: 09-26-23

Sponsored by: Jenson

COUNCIL BILL 2023-228 RESOLUTION

RESOLUTION

1 GRANTING a new liquor license to sell liquor by the drink at retail, including Sunday
2 sales, to Tacos El Champu 2 LLC, d/b/a Tacos El Champu 2, for the
3 location at 603 South Kimbrough Avenue, Springfield, Missouri.
4 _____
5

6 WHEREAS, Tacos El Champu 2 LLC (Myra Vanessa Montes, sole member),
7 d/b/a Tacos El Champu 2, filed an application for a license to sell liquor by the drink at
8 retail, including Sunday sales, at the location at 603 South Kimbrough Avenue in the
9 City of Springfield; and
10

11 WHEREAS, said location is within 200 feet of Missouri State University
12 properties located at 600-618 South Kimbrough Avenue and 609 East Cherry Street;
13 and
14

15 WHEREAS, pursuant to Sections 10-37(a) of the Springfield City Code, no
16 license shall be granted for the sale of intoxicating liquor within 200 feet of any school,
17 church, park, or building regularly used as a place of worship unless the applicant shall
18 first obtain the consent of City Council.
19

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

23 Section 1 – City Council consents to granting Tacos El Champu 2 LLC (Myra
24 Vanessa Montes, sole member), d/b/a Tacos El Champu 2, a license to sell liquor by
25 the drink at retail, including Sunday sales, at the location at 603 South Kimbrough
26 Avenue, Springfield, Missouri.
27

28 Section 2 – This Resolution shall be in effect immediately upon adoption.
29

30 Passed at meeting: _____
31

32 _____
33 Mayor
34

35 Attest: _____, City Clerk

36 Filed as Resolution: _____

37

38

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

40

41

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



EXPLANATION TO COUNCIL BILL 2023-229 (JENSON)

FILED: 09/14/2023

ORIGINATING DEPARTMENT: Finance

TITLE: A resolution granting a new liquor license to sell liquor by the drink at retail, including Sunday sales, to Gabriela Colorado Navarrete, d/b/a Kimbrough Asian Cuisine Cafe, for the location at 625 South Kimbrough Avenue, Springfield, Missouri.

PURPOSE: Granting a new liquor license to sell retail liquor by drink, including Sunday sales, to Gabriela Colorado Navarrete, d/b/a Kimbrough Asian Cuisine Cafe, for the location at 625 S Kimbrough, Springfield, Missouri.

BACKGROUND INFORMATION: Applicant, Gabriela Colorado Navarrete, d/b/a Kimbrough Asian Cuisine Cafe, applied for a license to sell retail liquor by the drink, including Sunday sales, at its location at 625 S Kimbrough. The applicant's business is located within 200 feet of Missouri State University properties located at 600-618 S Kimbrough.

Pursuant to Section 10-37(a) of the Springfield City Code, no license shall be granted for the sale of intoxicating liquor within 200 feet of any church, school, park, or building regularly used as a place of worship unless the applicant shall first obtain the consent in writing of City Council. As a result, City Council must determine whether it will issue a license to this business location.

Submitted By: Tammy Beeman, Financial Analyst

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Deputy City Manager 9/18/2023

Attachments: 1. Liquor License Kimbrough Asian Cuisine Cafe_res

One-rdg. X
P. Hrngs.
Pgs.
Filed: 09-26-23

Sponsored by: Jenson

COUNCIL BILL 2023-229 RESOLUTION

RESOLUTION

1 GRANTING a new liquor license to sell liquor by the drink at retail, including Sunday
2 sales, to Gabriela Colorado Navarrete, d/b/a Kimbrough Asian Cuisine
3 Cafe, for the location at 625 South Kimbrough Avenue, Springfield,
4 Missouri.
5 _____
6

7 WHEREAS, Gabriela Colorado Navarrete, d/b/a Kimbrough Asian Cuisine Cafe,
8 filed an application for a license to sell liquor by the drink at retail, including Sunday
9 sales, at the location at 625 South Kimbrough Avenue in the City of Springfield; and
10

11 WHEREAS, said location is within 200 feet of Missouri State University
12 properties located at 600-618 South Kimbrough Avenue; and
13

14 WHEREAS, pursuant to Sections 10-37(a) of the Springfield City Code, no
15 license shall be granted for the sale of intoxicating liquor within 200 feet of any school,
16 church, park, or building regularly used as a place of worship unless the applicant shall
17 first obtain the consent of City Council.
18

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

22 Section 1 – City Council consents to granting Gabriela Colorado Navarrete, d/b/a
23 Kimbrough Asian Cuisine Cafe, a license to sell liquor by the drink at retail, including
24 Sunday sales, at the location at 625 South Kimbrough Avenue, Springfield, Missouri.
25

26 Section 2 – This Resolution shall be in effect immediately upon adoption.
27

28 Passed at meeting: _____
29

30 _____
31 Mayor

32
33 Attest: _____, City Clerk
34

35 Filed as Resolution: _____

36 Approved as to form: Jill Bunn, Assistant City Attorney
37
38
39 Approved for Council action: Jason A. Hage, City Manager



EXPLANATION TO COUNCIL BILL 2023-230 (HOSMER)

FILED: 09/15/2023

ORIGINATING DEPARTMENT: Police

TITLE: A special ordinance authorizing the City Manager, or his designee, to accept a grant in the amount of \$19,950 from the State of Missouri, Department of Public Safety for the purchase and installation of seven solar-powered Flock license plate recognition cameras; and amending the budget of the Police Department for Fiscal Year 2023-2024 in the amount of \$19,950; and declaring that this bill qualifies as a one-reading bill pursuant to Charter Section 2.16(25).

PURPOSE: To authorize the City Manager, or his designee, to accept a grant from the State of Missouri, Department of Public Safety, for the purpose of purchasing and installing 7 Flock license plate recognition cameras in the City of Springfield to assist in detecting and locating vehicles driven by those involved in criminal activity.

BACKGROUND INFORMATION: In efforts to reduce crime in Springfield, the Springfield Police Department implemented the use of Flock license plate recognition cameras as a pilot program in 2021. That trial proved to be successful, and the Department purchased 21 cameras in 2022. These cameras have proved to be an invaluable tool in identifying and locating those involved in criminal activity and have resulted in solving numerous crimes that might have otherwise gone unsolved. In order to continue and improve upon this success, the Springfield Police Department would use these grant funds to obtain 7 additional license plate recognition cameras.

This grant requires matching funds, but an in-kind match using prior purchases is allowed. Therefore, the prior purchase of Flock cameras in 2022 will meet the matching fund requirement and no further matching funds are required.

Submitted By: Tad Peters, Police Major

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

Collin Quigley, Deputy City Manager 9/25/2023

Attachments:

1. Police DPS Grant Ord
2. Exhibit A - Police DPS Grant_BA

One-rdg. X
P. Hrngs.
Pgs. 4
Filed: 09-26-23

Sponsored by: Hosmer

First Reading:

Second Reading:

COUNCIL BILL 2023-230

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a grant in the amount
2 of \$19,950 from the State of Missouri, Department of Public Safety
3 for the purchase and installation of seven solar-powered Flock
4 license plate recognition cameras; and amending the budget of the
5 Police Department for Fiscal Year 2023-2024 in the amount of
6 \$19,950; and declaring that this bill qualifies as a one-reading bill
7 pursuant to Charter Section 2.16(25).
8
9

10 WHEREAS, in an effort to reduce crime, the Springfield Police Department
11 ("SPD") implemented the use of Flock license plate recognition cameras as a pilot
12 program in 2021; and
13

14 WHEREAS, following a successful trial period, SPD purchased 21 Flock cameras
15 in 2022; and
16

17 WHEREAS, the Flock license plate recognition cameras have proved to be an
18 invaluable tool in identifying and locating those involved in criminal activity and have
19 resulted in solving numerous cases that may have otherwise remained unsolved; and
20

21 WHEREAS, the State of Missouri, Department of Public Safety ("DPS"), has
22 awarded SPD a grant to purchase and install an additional seven Flock license plate
23 recognition cameras to add to their existing system; and
24

25 WHEREAS, SPD desires to build on the success of the Flock license plate
26 recognition cameras by accepting the DPS grant and deploying additional cameras
27 within the City.
28

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

32 Section 1 – The City Manager, or his designee, is hereby authorized to accept
33 grant funds in the amount of \$19,950 from the State of Missouri, Department of Public
34 Safety for the purchase and installation of seven Flock license plate recognition

cameras and to do all things necessary to accept and to carry out the grant, including the execution of contracts, provided the form of any such contract is approved by the City Attorney.

Section 2 – The budget of the Police Department, for the Fiscal Year 2023-2024, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 027, a copy of which is attached hereto and incorporated herein by reference as “Exhibit A.”

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

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

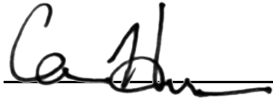
Section 5 – The City Council hereby finds and declares that this Ordinance relates to the acceptance of grant funds from a state or federal agency and may be passed as a one-reading ordinance pursuant to Section 2.16(25) of the City Charter. Therefore, this Ordinance shall be in full force and effect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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
027

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25060	18	90100	416020			\$ 19,950	Missouri Department of Public Safety Grant
Net Revenue Adjustment						\$ 19,950	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25060	18	90100	501260			\$ 19,950	7 flock license plate recognition cameras
Net Expenditure Adjustment						\$ 19,950	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2023-24 budget by appropriating grant funds from the State of Missouri, Department of Public Safety for the purchase and installation of seven flock cameras.

Requested By:

Paul F. Williams 9-26-2023
Department Head Date

Approved By:

D. J. Hill 9-26-2023
Director of Finance Date

Authorization:

Council Bill No. 2023-230
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

EXPLANATION TO COUNCIL BILL 2023-231 (HORTON)

FILED: 09/13/2023

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance granting Conditional Use Permit No. 476 for the purpose of permitting an adaptive use of a nonresidential structure, and permitting a nonprofit community center, as conditional uses within the R-SF – Single-Family Residential District generally located at 829 West Atlantic Street and 2015 North Missouri Avenue. (Staff and Planning and Zoning Commission both recommend approval.) (By: North Point Church; 829 W. Atlantic Street and 2015 N. Missouri Avenue; Conditional Use Permit NO. 476.)

PURPOSE: To permit an adaptive use of a nonresidential structure in a residential district and a nonprofit community center as a conditional use permit within a R-SF, Single-family residential district generally located at 829 West Atlantic Street and 2015 North Missouri Avenue. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: The applicant, North Point Church, is requesting a Conditional Use Permit to continue operations of The Dream Center, which is a nonprofit community resource center and allows additional nonprofit offices, classrooms, and day care operations.

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 476 in a manner consistent with the attached site plan ("Exhibit D - Attachment 4").

FINDINGS FOR STAFF RECOMMENDATION:

1. The subject property is located within Forward SGF's Mixed Use Placetype, which applies to the properties to the north, south and west along National Avenue. 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.

2. The Mixed Use placetype can include small concentrations of neighborhood-serving businesses, along former streetcar routes. These areas can feature adaptive reuse of non-residential and residential buildings, like those located at the intersection of Cherry and Pickwick in the Rountree Neighborhood. Mixed Use placetypes also include evolving and planned districts or light manufacturing, warehousing, and artisan districts, like the Moon City Creative District or the Trafficway subarea.
3. While the Mixed Use Placetype supports a variety of uses which encourage more density or intensity, the proposed nonprofit community center and adaptive uses provide beneficial services to the community in an existing church that has been a part of the neighborhood since around 1925.
4. There are two different conditional uses requested with this application. The first request is for the adaptive use of a non-residential structure in a residential district. The applicant is requesting that the existing church facility be allowed to have professional and business offices and daycare center uses for nonprofit organizations. The second request is for the establishment and continued use of the buildings for a nonprofit community center. The R-SF, Single-Family Residential District currently allows for churches. With the conditional use permit, the applicant is proposing to continue the existing nonprofit community center operations and sublease additional office space and classrooms for other nonprofit organizations.
5. This application meets the approval standards for a Conditional Use Permit ("Exhibit D - Attachment 2").
6. Approval of this application is subject to the Requirements of Approval ("Exhibit D - Attachment 1") and site plan ("Exhibit D - Attachment 4").

REMARKS: The Planning and Zoning Commission held a public hearing on September 7, 2023, and recommended approval, by a vote of 7 to 0 of the proposed conditional use permit (see the attached "Exhibit C," Record of Proceedings).

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

Submitted By: Daniel Neal, Senior City Planner

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

Maurice S. Jones, Deputy City Manager 9/22/2023

Attachments:

1. CUP 476 829 W Atlantic_ord
2. CUP 476 Requirements_exhA
3. CUP 476 Legal Description_exhB
4. CUP 476 ROP_exhC

5. CUP 476 Staff Report_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 32
Filed: 09-26-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-231

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 476 for the purpose of permitting an
2 adaptive use of a nonresidential structure, and permitting a nonprofit
3 community center, as conditional uses within the R-SF – Single-
4 Family Residential District generally located at 829 West Atlantic
5 Street and 2015 North Missouri Avenue. (Staff and Planning and
6 Zoning Commission both recommend approval.)
7 _____
8

9 WHEREAS, pursuant to Section 36-363 of the Land Development Code, City
10 Council may grant permits authorizing certain enumerated conditional uses as provided
11 in the various zoning districts; and
12

13 WHEREAS, following proper notice, the Planning and Zoning Commission held a
14 public hearing on September 7, 2023, a copy of the Record of Proceedings from said
15 public hearing being attached hereto and incorporated herein by this reference as
16 "Exhibit C," and recommended approval of Conditional Use Permit No. 476 for the
17 property generally located at 829 West Atlantic Street and 2015 North Missouri Avenue;
18 and
19

20 WHEREAS, City Council finds that sufficient evidence has been presented to
21 satisfy all applicable standards of the Land Development Code for issuance of
22 Conditional Use Permit No. 476; and
23

24 WHEREAS, the granting of such permit is deemed proper, and it is not found to
25 harm the community or injure the value, lawful use, and reasonable enjoyment of
26 properties in the vicinity of 829 West Atlantic Street and 2015 North Missouri Avenue.
27

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

31 Section 1 – City Council adopts the City staff's specific findings of fact on the
32 proposed conditional use as set forth in "Exhibit D – Attachment 2." "Exhibit D" is
33 attached hereto and incorporated herein by this reference in its entirety. Conditional Use
34 Permit No. 476 is hereby granted in accordance with and subject to the provisions of

35 Section 36-363 of the Land Development Code. Conditional Use Permit No. 476 is
36 granted for the purpose of permitting an adaptive use of a nonresidential structure, and
37 permitting a nonprofit community center, as conditional uses within the R-SF – Single-
38 Family Residential District located at the property described in “Exhibit B,” which is
39 attached hereto and incorporated herein by this reference, and which is generally
40 located at 829 West Atlantic Street and 2015 North Missouri Avenue.

41
42 Section 2 – Building permits, certificates of occupancy, and any other required
43 permits or approvals may be issued by the duly authorized officials of the City provided
44 that such issuance is consistent with Section 36-363 of the Land Development Code,
45 any other applicable City regulation or ordinance, and the “Requirements for Conditional
46 Use Permit 476” described in “Exhibit D – Attachment 1” and “Exhibit A,” which is
47 attached hereto and incorporated herein by this reference. Additionally, the provisions
48 contained in “Exhibit D – Attachment 1” and “Exhibit A” shall govern and control the use
49 and development of the land described in “Exhibit B,” in a manner consistent with the
50 attached site plan depicted on “Exhibit D – Attachment 4(a) and (b).”

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

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

59
60 Passed at meeting: _____

61
62 _____
63 Mayor
64

65 Attest: _____, City Clerk
66

67 Filed as Ordinance: _____
68

69
70 Approved as to form: Jill Bunn, Assistant City Attorney
71

72
73 Approved for Council action: Jason A. Hays, City Manager

EXHIBIT A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 476

1. The adaptive use of a nonresidential use in a residential district (business and professional offices and day care center) and nonprofit community center shall comply with all the standards listed in Exhibit D - Attachment 2.
2. The adaptive use of a nonresidential use in a residential district (business and professional offices and day care center) and nonprofit community center shall be permitted in conformance with Exhibit D - Attachment 4.
3. The hours of operation for business and professional offices and day care center uses as part of the adaptive use of a nonresidential structure in a residential district shall be from 7:00 a.m. to 6:00 p.m. The hours of operation for the nonprofit community center shall be from 7:00 a.m. to 10:00 p.m.
4. No new signage is permitted for business and professional offices or day care center in association with the adaptive use of a nonresidential structure in a residential district unless all existing signs are brought into compliance with the current Sign regulations in the Zoning Ordinance.
5. Bufferyards and landscaping must be in conformance with the site plan (Exhibit D- Attachment 4).
6. All other standards of the Zoning Ordinance and other applicable Ordinances shall be adhered to.

EXHIBIT B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 476

All of lots thirteen (13) through seventeen (17), block thirteen (13), Woodland Heights Addition, Springfield, Greene County, Missouri. Together with strip 10 feet wide west of the adjoining property being that part of Missouri Avenue vacated by the City of Springfield. Also, a strip 8 feet wide east and adjoining above property being that part of a vacated alley, in the City of Springfield, Missouri.

And

All of lots seven (7) through twelve (12), block fourteen (14), Woodland Heights Addition, Springfield, Greene County, Missouri. Together with strip 10 feet wide east of the adjoining property being that part of Missouri Avenue vacated by the City of Springfield. Also, a strip 8 feet wide west and adjoining above property being that part of a vacated alley, in the City of Springfield, Missouri.

RECORD OF PROCEEDINGS
Planning and Zoning Commission – September 7, 2023

Conditional Use Permit 476
829 West Atlantic Street and 2015 North Missouri Avenue

Applicant: North Point Church

Mr. Neal stated that this is a request to establish an Adaptive Use of a nonresidential structure in a residential district and a nonprofit community center as a Conditional Use Permit within a R-SF, Single-family residential district. The applicant, North Point Church, is requesting a Conditional Use Permit to continue operations of The Dream Center which is a nonprofit community resource center and allow additional nonprofit offices, classrooms, and day care operations.

Mr. Jobe opened the public hearing.

Mr. Robert Sorbo, 3103 W. Scott, stated that they took over the building in 2017 and it was originally Hamlin Baptist Church and noted that it is in a grey area that allows single-family zoning. They stated that they have hired a master gardener to make recommendations for the buffer yard and perimeter parking.

Mr. Colony asked about lighting issues.

Mr. Sorbo stated that they have been able to reduce the lighting and will add a privacy fence to the northwest parking lot to eliminate some of the light filtering through.

Mr. Hosmer noted that they are not rezoning the property but using a Conditional Use permit that will allow for adaptive reuse.

Mr. Jobe closed the public hearing.

Ms. Broekhoven stated that this is an exciting project where it is under-utilized and under-valued area of town.

COMMISSION ACTION:

Mr. Pauly motioned to **adopt** staff responses and attachment to the staff report as the findings of fact and recommend **approval** of Conditional Use Permit 476 (829 West Atlantic Street and 2015 North Missouri Avenue). Ms. Broekhoven seconded the motion. Ayes: Jobe, Broekhoven, Pauly, Ridge, Scott, Colony, and Gunther. Nays: None. Abstain: None. Absent: Lebeck and Knuckles.



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 has been zoned R-SF, Single-family residential district since the citywide remapping in 1995.

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 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 *Forward SGF's* Mixed Use Placetype, which applies to the properties to the north, south and west along National Avenue. 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.

The Mixed Use placetype can include small concentrations of neighborhood-serving businesses, along former streetcar routes. These areas can feature adaptive reuse of non-residential and residential buildings, like those located at the intersection of Cherry and Pickwick in the Rountree Neighborhood. Mixed Use placetypes also include evolving and planned districts or light manufacturing, warehousing, and artisan districts, like the Moon City Creative District or the Trafficway subarea.

PRIMARY USES

- Multi-family
- Office, hospitality, retail sales and service
- Maker, artisan, and innovation spaces
- Entertainment

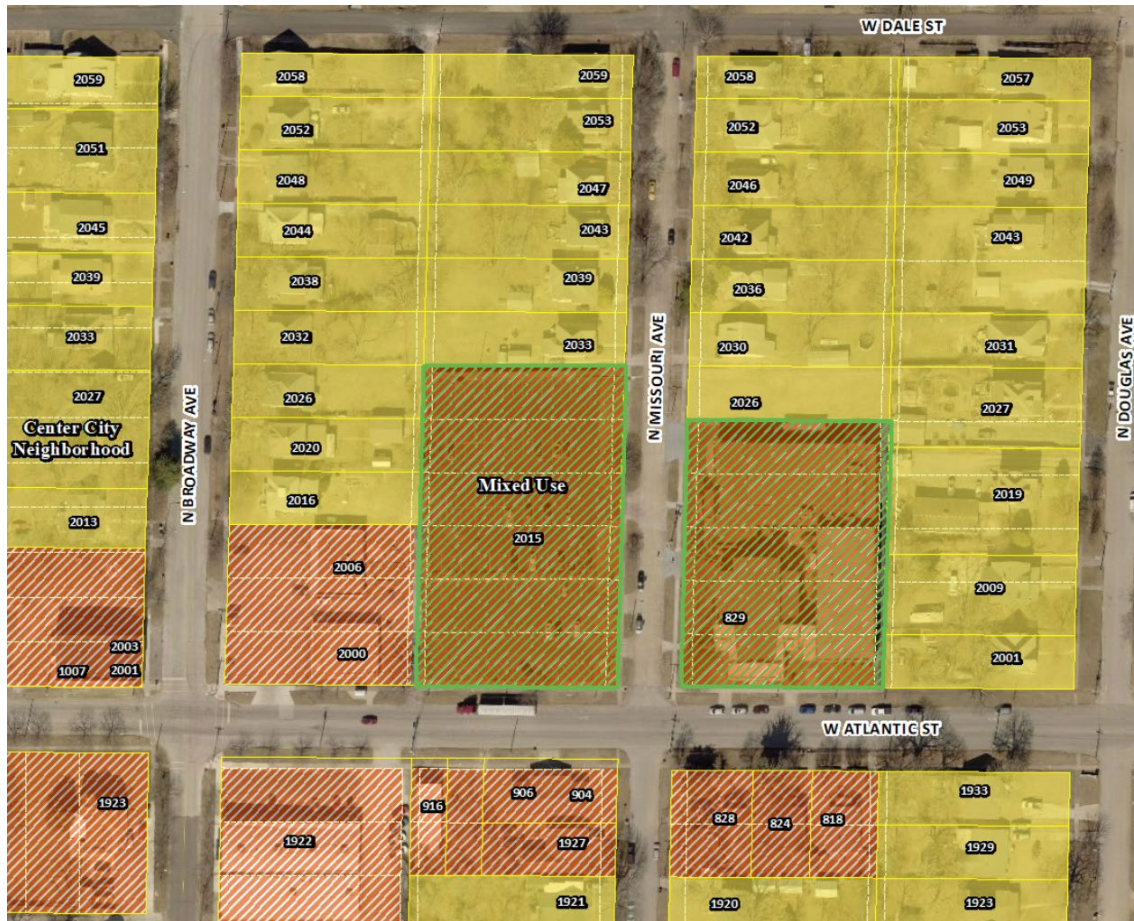
SUPPORTING USES

- Parks, greenways, and open space
- Government, healthcare, and institutional facilities
- Universities, colleges, and vocational schools
- Public and private schools and places of worship
- Low-intensity urban agriculture
- Sports complexes and recreational facilities
- Single-family detached
- Single-family attached

While the Mixed Use Placetype supports a variety of uses which encourage more density or intensity, the proposed nonprofit community center and adaptive uses provide beneficial services to the community in an existing church that has been a part of the area for many years.

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
Residential Neighborhood	●	○	◇	○	◇	◇	○	○	○	○	○	○	○
Mixed Residential	●	●	○	○	◇	◇	○	○	○	○	○	○	○
Downtown	●	●	●	○	○	○	●	○	○	○	○	○	○
Mixed-Use	○	○	●	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex	○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics	○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation	○	○	○	○	○	○	○	○	○	○	○	○	○

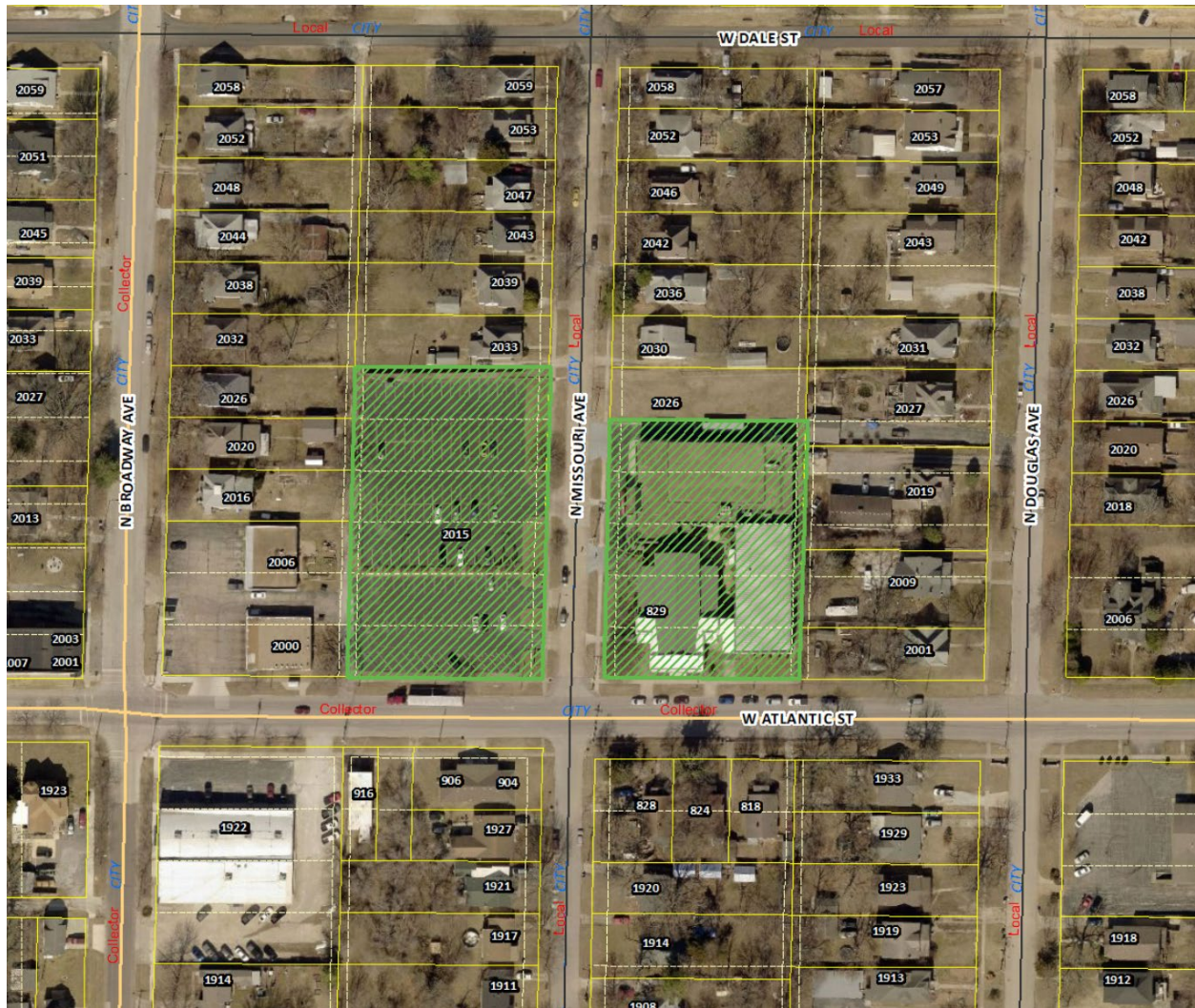
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **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-SF	R-SF	R-SF
LAND USE	Single-family residences	Single-family residences	Single-family residences	Single-family residences
PLACETYPES	Center City Neighborhood	Mixed Use	Center City Neighborhood	Center City Neighborhood & Mixed Use

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No comments.

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2. CITY UTILITIES:
No issues with the proposed conditional use.
3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:
No issues with CUP. Property has access to public sewer.
4. FIRE DEPARTMENT:
No comments.
5. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

829 W Atlantic St is a multiple lot area that is approximately 2.4 acres in area. The lots are 90% existing impervious area. The Site drains from South to North and is directed through curbs to N Missouri Ave. The property is in the **Pea Ridge 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 or other Karst feature at this location. The property **does not have a stream buffer on site**.

A fee in lieu of on-site stormwater detention **is not applicable because the site is built out**.

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

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

DETENTION AND DISCHARGE REQUIREMENTS

1. The site is primarily existing impervious area. Any new impervious area requires detention. A fee in lieu of detention is not permissible because of downstream flooding reports. No mention of future site improvements have been made.

WATER QUALITY REQUIREMENTS

1. No redevelopment for the site was mentioned in the application. 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.

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

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

N/A

6. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

TRAFFIC REPORT

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	W. Atlantic Street	Collector	City	30	40	NA	Yes	Yes	Yes
Street 2	N. Missouri Avenue	Local	City	30	30	NA	Yes	Yes	Yes

ACCESS - All new access to the development shall be per current City of Springfield standards.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There are two bus stops along W. Atlantic Street near the property.

IMPROVEMENTS - No improvements are required for this development. A traffic study is not required for this development.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant, North Point Church, has requested this Conditional Use Permit to establish an Adaptive Use of a Nonresidential structure in a residential district and a nonprofit community center as a Conditional Use Permit within a R-SF, Single-family residential district generally located at 829 W. Atlantic Street and 2015 N. Missouri Avenue. The applicant, North Point Church, is requesting a Conditional Use Permit to

DEVELOPMENT REVIEW STAFF REPORT

continue operations of The Dream Center which is a nonprofit community resource center and allow additional nonprofit offices, classrooms and day care operations.

2. There are two different conditional uses requested with this application. The first request is for the adaptive use of a non-residential structure in a residential district. The applicant is requesting that the existing church facility be allowed to have professional and business offices and day care center uses for nonprofit organizations. The second request is for the establishment and continued use of the buildings for a nonprofit community center. The R-SF, Single-Family Residential District currently allows for churches. With the conditional use permit, the applicant is proposing to continue the existing nonprofit community center operations and sublease additional office space and classrooms for other nonprofit organizations.
3. The business and professional office and day care center uses would have the following limitations per Section 36-363 of the Zoning Ordinance:
 - a) Hours during which the establishment is open to the public shall be limited to a daily period extending from 7:00 a.m. to 6:00 p.m. unless specifically modified by the conditional use permit. The applicant shall demonstrate that additional hours are necessary and will not have an adverse impact on adjoining properties.
 - b) Signage shall be limited to one free-standing sign with a maximum sign area of 20 square feet and wall signs with a maximum sign area of ten percent of the facade. Wall signs shall only be located on facades with street frontage. Signs shall not be internally lit or externally illuminated by any means unless specifically modified by the conditional use permit. The applicant shall demonstrate that lighting of signs is necessary and will not have an adverse impact on adjoining properties or those using the public rights-of-way.
 - c) Expansions not to exceed 20 percent of the existing floor area of the structure or 1,000 square feet, whichever is less, may be approved at the time the conditional use permit is granted.
4. The nonprofit community center use doesn't have any prescribed approval standards, but staff has recommended the following conditions:
 - a) Hours of operation from 7:00 a.m. to 10 p.m.
5. A site plan has been provided (Attachment 3 & 4) showing the existing site and structures and proposed changes to the bufferyards between adjacent R-SF properties.
6. A bufferyard Type D (15 foot wide) is typically required when a new R-SF non-residential use is established adjacent to or across an alley from a R-SF residential use which in this case along the north, east and a portion of the west property line; however, the sites on the east and west of Missouri Avenue have many existing conditions that encroach or limit the areas for buffering such as buildings, driveways, curbs, retaining walls, walkways and vegetation. The site has been a church for many years with these conditions and the applicant has requested that they provide solid wood fencing and additional plantings in areas where feasible as shown on their site plan.

DEVELOPMENT REVIEW STAFF REPORT

7. New additions or expansions to the existing structure is allowed as prescribed in Subsection 36-363(9).
8. The existing signage for the site was permitted by Building Development Services in 2017 and found to be in compliance with the sign code. No new signage is permitted for business and professional offices or day care center in association with the adaptive use of a nonresidential structure in a residential district unless all existing signs are brought into compliance with the current Sign regulations in the Zoning Ordinance.
9. 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 Use Placetype as outlined in the Compatibility with the Comprehensive Plan section, above.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the *Comprehensive Plan's* Mixed Use 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, or
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.

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ATTACHMENT 1 CONDITIONAL USE PERMIT NO. 476

1. The adaptive use of a nonresidential use in a residential district (business and professional offices and day care center) and nonprofit community center shall comply with all the standards listed in Attachment 2.
2. The adaptive use of a nonresidential use in a residential district (business and professional offices and day care center) and nonprofit community center shall be permitted in conformance with Attachment 4.
3. The hours of operation for business and professional offices and day care center uses as part of the adaptive use of a nonresidential structure in a residential district shall be from 7:00 a.m. to 6:00 p.m. The hours of operation for the nonprofit community center shall be from 7:00 a.m. to 10:00 p.m.
4. No new signage is permitted for business and professional offices or day care center in association with the adaptive use of a nonresidential structure in a residential district unless all existing signs are brought into compliance with the current Sign regulations in the Zoning Ordinance.
5. Bufferyards and landscaping must be in conformance with the site plan (Attachment 4).
6. All other standards of the Zoning Ordinance and other applicable Ordinances shall be adhered to.

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ATTACHMENT 2 STANDARDS FOR CONDITIONAL USE PERMIT NO. 476

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> .	The uses are consistent with the Mixed Use placetype.	Staff has concluded that the proposed conditional use within the requested R-SF district is in general alignment with the <i>Comprehensive Plan's</i> Mixed Use 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 proposed conditional use should not result in any changes to traffic or pedestrians	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.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	The Springfield Dream Center is regularly inspected for fire safety and has had no incidents.	The Fire Department has reviewed the proposed conditional use and has not noted any concerns about fire safety and fire control measures. The Fire Department's comments are provided within the Department Comments section of the staff report, above.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	There are currently no planned changes to our building or land that would result in additional flood or water risk.	Public Works – Stormwater has reviewed the proposed conditional use and has provided their comments within the Department Comments section of the staff report, above.
5. The proposed conditional use will not have noise characteristics that exceed	We don't expect any uses to exceed noise levels. Additionally, the work of the	Staff does not have any concerns pertaining to the anticipated noise levels

DEVELOPMENT REVIEW STAFF REPORT

the sound levels that are typical of uses permitted as a matter of right in the district.	Springfield Dream Center is intended to improve the neighborhood, residents, and general welfare of the community	associated with the community center or adaptive use since it has a large gymnasium for events.
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 are privacy fences on the north and west sides of the parking lots. Landscaping is planned on the south side of the parking lot to further improve any lights or glare.	All future stationary lighting will be required to be meet the requirements and limitations of Section 36-484, Exterior lighting.
7. The location, lighting, and type of signs and the relationships of signs to traffic control is appropriate for the site.	No additional signage is planned.	All future 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.	No additional signage is planned.	All future signage must comply with the requirements and limitations of Section 36-454, Signs, of the Zoning Ordinance.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	No change in traffic is anticipated. Current street right-of-way and pavement width are appropriate.	As noted by Public Works – Traffic, there are no concerns at this time regarding the proposal's impact on traffic in the area.
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.	No changes are anticipated. Additionally, the work of the Springfield Dream Center is intended to improve the neighborhood, residents, and general welfare of the community.	Staff does not anticipate that the proposed development will adversely impact or be incompatible with the surrounding property. Where this property abuts R-SF or R-TH zoning to the north, east or west, a bufferyard, with privacy screening, will be required to be installed.

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11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to: a. The location, nature and height of buildings, structures, wall and fences on the site; and b. The nature and extent of landscaping and screening on the site.	No changes are planned to the building's exterior. Additional trees are planned on the south side of our parking lot, which will provide more screening.	Staff does not anticipate any changes that would dominate the immediate vicinity or interfere with the development and use of the neighboring property. The applicant is complying with the R-SF requirements for nonresidential uses.
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.	No such changes are planned.	Staff has no concerns with the effects this use will have to surrounding properties as they are using the existing facilities.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	No such changes are planned.	The applicant is preserving the existing structure.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk	This use should comply with all known requirements.	The proposed use and site plan appear to comply with all regulations except bufferyards which weren't required when originally constructed as a church facility.

DEVELOPMENT REVIEW STAFF REPORT

regulations, use limitations and performance standards.		
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	The Springfield Dream Center is a nonprofit organization, and its resources contribute to the welfare of the public.	The proposed use is for an adaptive use and community center that will serve local residents.
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 to protect such residential uses from any injurious effect.	The Springfield Dream Center has 131 parking spots in a paved, off-road parking lot. The building has a protected loading area that can accommodate 4 vehicles.	It was identified that the bufferyard and perimeter landscaping could be brought into further compliance and the applicant has agreed to meet standards where they can.
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 accesses and driveways are existing and we don't plan on any changes.	PW Traffic indicates no issues with existing access.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	The vehicular circulation is existing and we don't plan on any changes.	Since the facilities and uses are existing, staff does not expect the creation of traffic or pedestrian hazards with 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.	Agreed.	There is not any known interference with any public rights-of-way or easements.
20. In the case of existing structures proposed to be converted to uses requiring	No such changes are planned.	Any new or converted facilities must meet all City code requirements.

DEVELOPMENT REVIEW STAFF REPORT

a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.		
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.	Essential public facilities and services are already provided to site.	The property is currently served by all public facilities and services.

Attachment 3

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

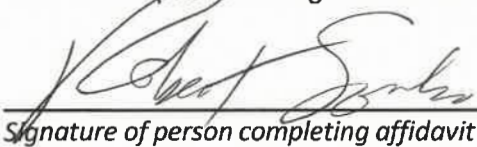
1. Conditional Use Permit for: Springfield Dream Center, 829 West Atlantic St
2. Meeting Date & Time: July 31, 2023, 4pm - 6:30pm
3. Meeting Location: 829 West Atlantic Street, Springfield, MO 65803
4. Number of invitations that were sent: 211
5. How was the mailing list generated: Provided by Planning and Zoning Office
6. Number of neighbors in attendance (attach a sign-in sheet): 3
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

Virgil Lawson brought a page of concerns (attached), and as we discussed them. No additional concerns or issues were brought up.

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

Virgil Lawson brought a page of concerns (attached). His main concerns were related to if we'd be adding programming that had overnight guests (homeless shelter, cold shelter), but we have no plans to do that. He also brought up some traffic concerns that occur during the busiest parts of our programming — we will look into this to see if we can improve this situation. Before he left the meeting, he said that all of his concerns were resolved.

I, Robert Sorbo (print name), attest that the neighborhood meeting was held on July 31, 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

Robert Sorbo
Printed name of person completing affidavit

Sign In Sheet: Springfield Dream Center Rezoning Meeting

July 31, 2023

4:00 pm – 6:30 pm

	Name	Address	Phone Number
1.	Cheryl David Lawson	2033 N. Missouri	417-825-5094
2.	Becky Volz	1910 N. Grant Ave	417-880-4210
3.			
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- ① will people be staying over at night
- ② will it be used as a shelter in bad weather
- ③ is there going to be security and do they pick up there trash
- ④ People already sleep in parking lot
- ⑤ will it cost money to join
- ⑥ move Trash been away from my property
- ⑦ is it only for our Community
- ⑧ They park 3 or 4 Busses and you cant turn on
- ⑨ missouri
They park on Atlantic and you cant see to leave missouri

From: [Scott Bybee](#)
To: Zoning@springfieldmo.gov
Subject: Springfield Dream Center Neighborhood Meeting Comments
Date: Thursday, July 27, 2023 10:33:04 AM
Attachments: [image001.png](#)
[image002.png](#)

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Good Morning,

We received the notice about the proposed zoning changes at the Springfield Dream Center (829 West Atlantic St). I cannot attend the meeting, but as a neighbor and supporter of the Dream Center, we support the proposed changes. The Dream Center continues to be an excellent neighbor and their efforts are making a difference in the Woodland Heights neighborhood and in all of Zone 1. We fully support any desired changes that they have, knowing that they will be used to better serve our community.

Thanks for your attention,
Scott



SCOTT BYBEE, PE

President/CEO
p 417.831.5500
c 417.860.6553

www.ESCFirm.com

1922 N. Broadway Avenue
Springfield MO 65803



From: [Jennifer Wolken](#)
To: Zoning@springfieldmo.gov
Subject: Springfield Dream Center
Date: Wednesday, August 23, 2023 10:56:38 AM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

I am writing in response to the proposed zoning change to the Dream Center at 829 West Atlantic St. My address: 2020 N Broadway Ave, meets up with the Dream Center's parking lot property on a vacated alley with a utility easement.

First I want to say that the proposed "change" seems to just be bringing into compliance activities they have been carrying on for five years. In this time the Dream Center is a marked difference in activity from the Church that occupied the building previously.

My main complaint from the start of their operations has been the lights and signage.

The new bright LED lighting they installed on the parking lot when they set up resembles a baseball stadium and is on all night. While I appreciate the safety that lighting can bring, do they have to be on top of 30 foot poles so that there is no way I can be in my back yard or have windows that direction open without bright glaring lights? Could the lights be mounted lower? My neighbor once mentioned to me that he could read a newspaper in his back yard at midnight. That's just not right.

The signage they installed on Missouri street along with lighting all along the top edge of the gymnasium part of the building is more suited to Kearney street or Glenstone than the small residential street of Missouri. It is entirely inappropriate and after looking at code requirements for community center signage in Springfield, I can't believe that they ran it past your office before hand. Is there a way this could be reviewed? By the way it too is lite up all night long.

The traffic during events is very disruptive to the neighborhood as well. So called Block parties several times a year bring families from all over the region to our neighborhood and they park all over our streets. Some of the homes in this area do not have a driveway to park in and so on street parking is our only option. I feel resident only parking might be the only way to keep the parking open for us during these events.

These are a few of my concerns. I have tried to communicate these directly to the Dream Center and they do not seem interested in my concerns.

Thank you for your time,
Jennifer Wolken
2020 N Broadway Ave
417-880-8769



Planning and Zoning Responses:

During the public feedback process of the Springfield Dream Center's rezoning, several considerations and complaints were submitted. Below is the summary of the complaints as well as the Dream Center's response.

1. Congested traffic on Missouri Avenue during the afternoons

During the Springfield Public School's school year, we host an SPS program and students are bussed in and out. Before and after school, the Missouri-Avenue facing portion of our building has a lineup of 3-4 buses. These buses often arrive early and idle on Missouri Avenue for approximately an hour.

Since the beginning of the 2023-2024 school year, these buses have not been arriving early and idling, but instead only stay for a few minutes. At the most, only one or two buses at a time have been in front of our building. We will continue to monitor bus timing. If they begin to arrive early and idle we will request they idle in the parking lot and only pull up on Missouri Street during their load in time.

2. Poor visibility turning onto Atlantic Street from Missouri Avenue, due to cars parked on the street

We have instructed the personnel via written document who use the South side of the building to only use street parking on Atlantic Street for loading and unloading, then park in our parking lot.

Additionally, an overgrown tree on Atlantic Street will be cut back to help improve visibility for anyone turning towards the West onto Atlantic.

3. Heavy crowds during our events that disrupt traffic and nearby street parking

We acknowledge that some of our early events this was an issue. We quickly began looking for better parking solutions when planning future events. Now we take time before large events to secure overflow parking at nearby churches and businesses. A map is created of these locations, and it is posted on social media, which is heavily followed by our program beneficiaries. Our social media posts, and any email reminders to participants and volunteers include the note to NOT park on any street.

Additionally, we provide a shuttle to the Dream Center from these additional parking lots.

When appropriate, we coordinate with the City to close portions of Missouri Avenue. Also, when appropriate, we have volunteers assigned to lots to help with parking, or to ask people to not park in front of homes and occasionally use No Parking signs in front of homes.

The largest traffic generated by the Dream Center was from our drive-thru dinners, which we stopped doing in November 2022. This was a temporary program from 2020 through 2022 due to COVID-19 precautions.

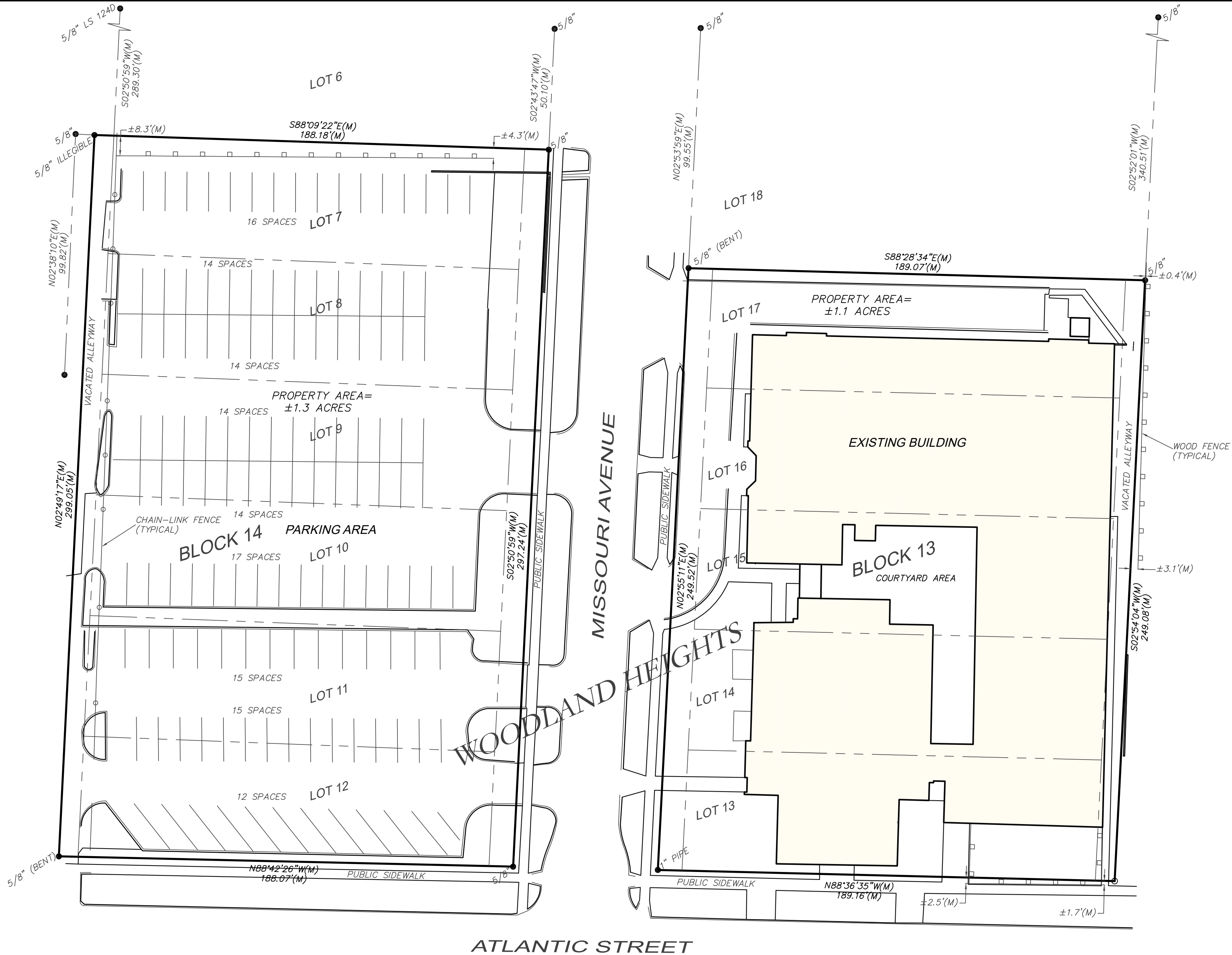
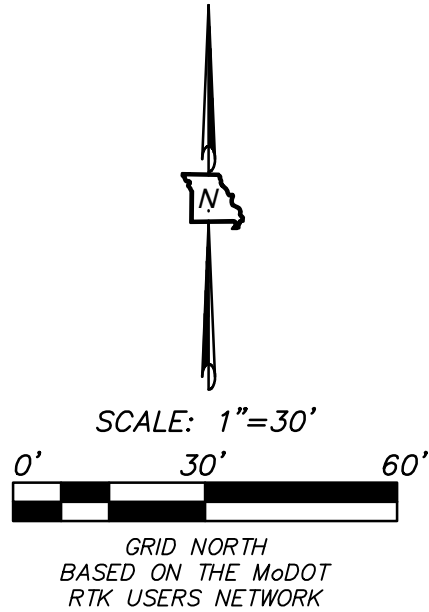
4. The parking lot lights and our building signage create too much light pollution and are left on overnight

We consulted with Pinnacle Signs, who installed and maintain our building signage and lighting. Below is a response from Darren Pearce, the President and CEO of Pinnacle:

Your lighting meets the city ordinances. However, you are smart in wanting to be a good neighbor and compromise where you can. As far as a dimer to turn down the LED lighting; there is not one. But, you could arrange a timer to turn the signs off at a certain time (but don't sacrifice Security doing so because the signs do make the property more viable).

In regards to the parking lot lighting; I am not sure what type of fixtures you have now, but they typically cannot be dimmed. However, we will send a technician review the lights that are concerning your neighbor and try adjust their positioning.

As stated by Darren, we have scheduled a technician who will review the placement of our parking lot lights in order to minimize any unnecessary bleed into our neighbors' properties. Since the parking lot lighting is positioned on a swivel, we believe that recent storms may have repositioned some of the lamps, so the technicians will review this.



SOURCES USED

1. WARRANTY DEED – BOOK 2019, PAGE 000129–19
2. PLAT OF WOODLAND HEIGHTS ADDITION.

RECORD DESCRIPTION OF PROPERTIES

WARRANTY DEED – BOOK 2019, PAGE 000129–19

ALL OF LOTS THIRTEEN (13) THRU SEVENTEEN (17), BLOCK THIRTEEN (13), WOODLAND HEIGHTS ADDITION, GREENE COUNTY, MISSOURI.

AND

ALL OF LOTS SEVEN (7) THRU TWELVE (12), BLOCK FOURTEEN (14), WOODLAND HEIGHTS ADDITION, GREENE COUNTY, MISSOURI, TOGETHER WITH A STRIP 10 FEET WIDE EAST OF ADJOINING ABOVE PROPERTY BEING THAT PART OF MISSOURI AVENUE VACATED BY THE CITY OF SPRINGFIELD, ALSO A STRIP 8 FEET WIDE WEST AND ADJOINING ABOVE PROPERTY BEING THAT PART OF AN ALLEY, IN THE CITY OF MISSOURI.

SURVEYORS DECLARATION

I HEREBY DECLARE TO THE DREAM CENTER:

THAT THE INFORMATION SHOWN HEREON IS BASED UPON AN ACTUAL SURVEY OF THE LAND DESCRIBED HEREIN, WHICH WAS PERFORMED TO THE BEST OF MY KNOWLEDGE AND BELIEF, IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR AN URBAN CLASS PROPERTY. LOCATIONS OF IMPROVEMENTS, IF ANY, ARE TAKEN FROM VISUAL INSPECTION OF THE PREMISES. EASEMENTS SHOWN, IF ANY, ARE THOSE WRITTEN, PROVIDED, OR DISCOVERED AND MAY NOT BE ALL INCLUSIVE. APPARENT OWNERSHIPS, AS SHOWN, ARE BASED UPON INFORMATION PROVIDED BY OTHERS AND DO NOT REPRESENT AN OPINION OF TITLE.

THIS SURVEY HAS BEEN PREPARED EXCLUSIVELY FOR THE USE OF THE PERSON(S) LISTED ABOVE AND IS NOT TRANSFERABLE TO ANY OTHER PARTY. THERE IS NO IMPLIED WARRANTY OR GUARANTEE WITH THIS SURVEY.

SYMBOL INDEX
(M) MEASURE BEARING or DISTANCE
● EXISTING IRON PIN (AS NOTED)
○ SET 1/2" IRON PIN "WLS LSC 370"



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

SURVEY DATE: 01.24.2023

DWG DATE: 01.26.2023

DRAWN BY: MW

S/T/R: 11/29/22

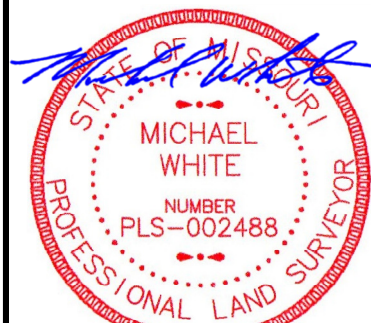
PROJECT No.: 2023-008

RESULTS OF SURVEY
PREPARED FOR
THE DREAM CENTER
PROJECT LOCATION: MISSOURI AVE. & ATLANTIC STREET
SPRINGFIELD, GREENE COUNTY, MISSOURI

PREPARED BY:

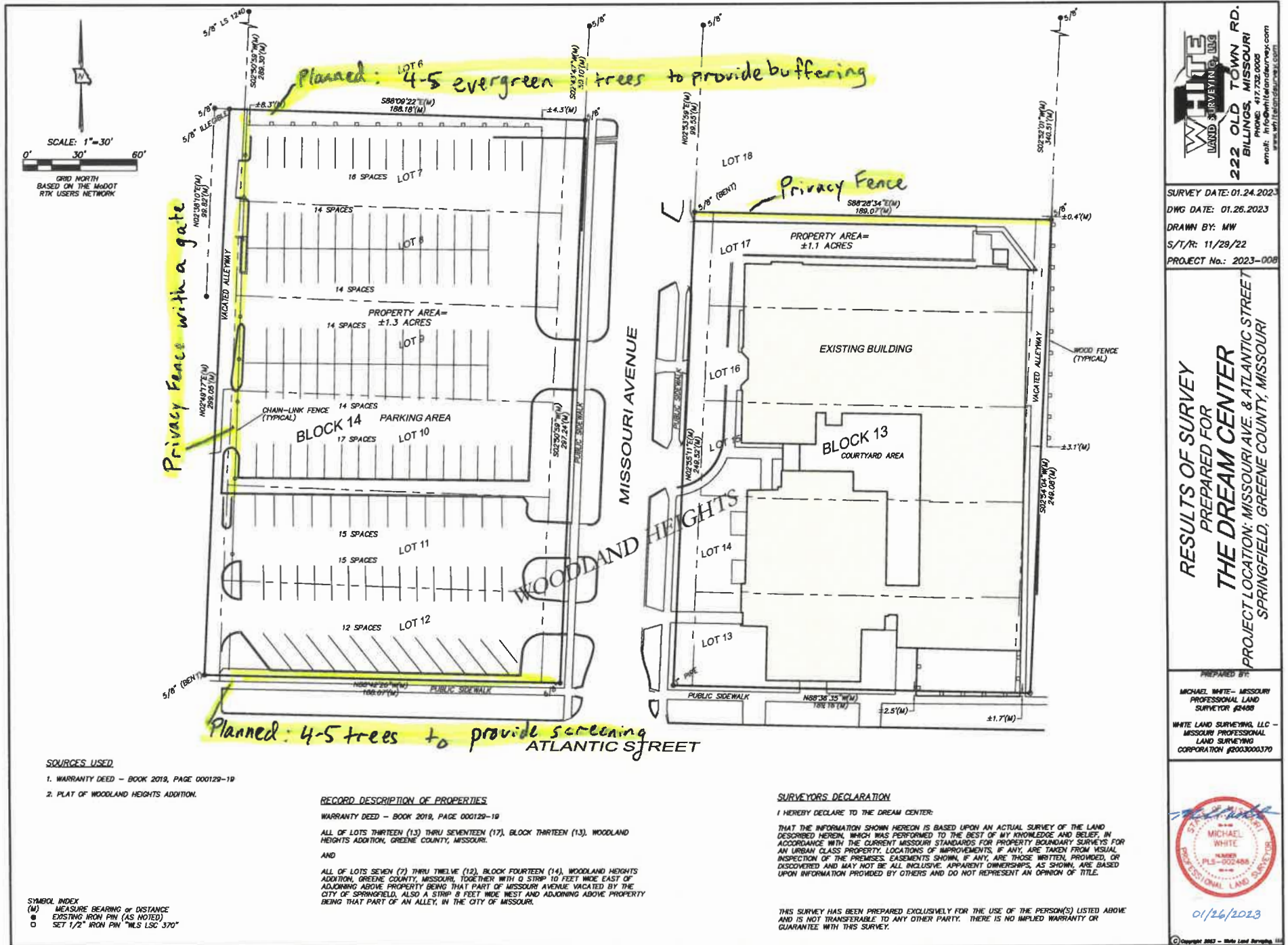
MICHAEL WHITE – MISSOURI
PROFESSIONAL LAND
SURVEYOR #2488

WHITE LAND SURVEYING, LLC –
MISSOURI PROFESSIONAL
LAND SURVEYING
CORPORATION #2003000370



01/26/2023

Attachment 4 (b)





EXPLANATION TO COUNCIL BILL 2023-232 (JENSON)

FILED: 09/13/2023

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 0.66 acre of property generally located at 529 West Grand Street from R-TH, Residential Townhouse District, to GI, Government and Institutional Use District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: City Utilities of Springfield; 529 W. Grand; Z-24-2023.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.66 acre of property generally located at 529 West Grand Street from R-TH, Residential Townhouse district to GI, Government and institutional use district. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-24-2023

The applicant is requesting to rezone approximately 0.66 acre of property generally located at 529 West Grand Street from R-TH, Residential Townhouse district to GI, Government and Institutional use district. The applicant is rezoning to align the current use with a more appropriate zoning district and will allow adjacent properties to redevelop without providing additional setbacks or bufferyards for a public utility substation.

REMARKS: The Planning and Zoning Commission held a public hearing on September 7, 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 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 Mixed Residential placetype identifies, government, healthcare, and institutional facilities as supporting land uses within this category. The public utility substation is a government-owned property.

2. This site has been a City Utilities owned substation since 1967 and is planned to remain that way for the foreseeable future.
3. The GI, Government and Institutional use district is established to apply to those lands where federal, state or local government activities are conducted, where governments hold title to such lands, and to major public and private educational and medical facilities. This district is also intended to classify land that is vacant but has been designated for the activities listed above in an adopted plan. It is not intended to classify all lands owned by government into this district, but only those uses that are comparatively intensive or which require substantial buildings. Park and recreational facilities would not ordinarily be placed in this zone. Certain nongovernmental and non-institutional uses are permitted to provide necessary services to governmental and institutional uses. The existing utility substation use meets the intent of the GI District.
4. The subject property is located along Grand Street, classified as a Primary Arterial roadway and Belmont Court, classified as a local roadway.
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.
6. The proposed rezoning to the east is causing the proposed change because an unnecessary bufferyard will be required since the subject property is currently zoned R-TH. While R-TH allows for public utilities, the GI District better suits this property's intensity of use and facilitates adjacent properties to develop more efficiently following the new Comprehensive Plan's Land Use and Development plan.
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.

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: Daniel Neal, Senior City Planner

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

Maurice S. Jones, Deputy City Manager 9/22/2023

Attachments:

1. Z-24-2023_ord
2. Z-24-2023_exhA
3. Z-24-2023_exhB
4. Z-24-2023_exhC

One-rdg. _____
P. Hrngs. X
Pgs. 18
Filed: 09-26-23

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-232

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 0.66 acre of property generally located at 529 West Grand Street
4 from R-TH, Residential Townhouse District, to GI, Government and
5 Institutional Use District; and adopting an updated Official Zoning
6 Map. (Staff and Planning and Zoning Commission recommend
7 approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 529 West Grand Street from R-TH, Residential Townhouse District,
12 to GI, Government and Institutional Use District; and
13

14 WHEREAS, following proper notice, the Planning and Zoning Commission held a
15 public hearing on September 7, 2023, a copy of the Record of Proceedings from said
16 public hearing being attached hereto and incorporated herein by this reference as
17 "Exhibit B," and said Commission made its recommendation; and
18

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

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

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

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

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

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

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

45
46 Passed at meeting: _____

47
48 _____
49 Mayor

50
51 Attest: _____, City Clerk

52
53 Filed as Ordinance: _____

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

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

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-24-2023

Legal Description – Parcel 881323418018

All beginning at the southwest corner of Lot Twenty-eight (28) DOUGLAS ADDITION, thence East 183 feet, thence South 158.96 feet to the North line of Grand Street, thence West along the North line of Grand a distance of 183 feet to the Northeast corner of Main and Grand, thence North 157.00 feet to the point of beginning, in Springfield, Greene County, Missouri, containing 0.66 acres, more or less. Including the vacated public alley per Springfield City Council Special Ordinance No. 14678 and vacated Main Avenue per Springfield Council Special Ordinance No. 18423.

Exhibit B

**RECORD OF PROCEEDINGS
Planning and Zoning Commission – September 7, 2023**

Z-24-2023
529 West Grand Street
Applicant: City Utilities

Mr. Neal stated that this is a request to rezone approximately 0.66 acre of property generally located at 529 West Grand Street from R-TH, Residential Townhouse district to GI, Government, and institutional use district.

Mr. Jobe asked if it is a non-conforming use and Mr. Neal believes it is a permitted use as City Utilities.

Mr. Scott asked if public utilities qualify for government under the zoning ordinance and Ms. Burris said it would qualify.

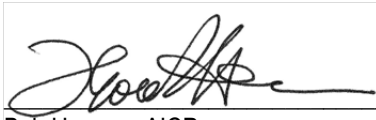
Mr. Jobe opened the public hearing.

Mr. Jared Davis, 3213 S. West Bypass, and here to answer any questions.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to **approve** Z-24-2023 (529 West Grand Street). Mr. Pauly seconded the motion. Ayes: Jobe, Broekhoven, Pauly, Ridge, Scott, Colony, and Gunther. Nays: None. Abstain: None. Absent: Lebeck and Knuckles.

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

Bob Hosmer, AICP
Planning Manager

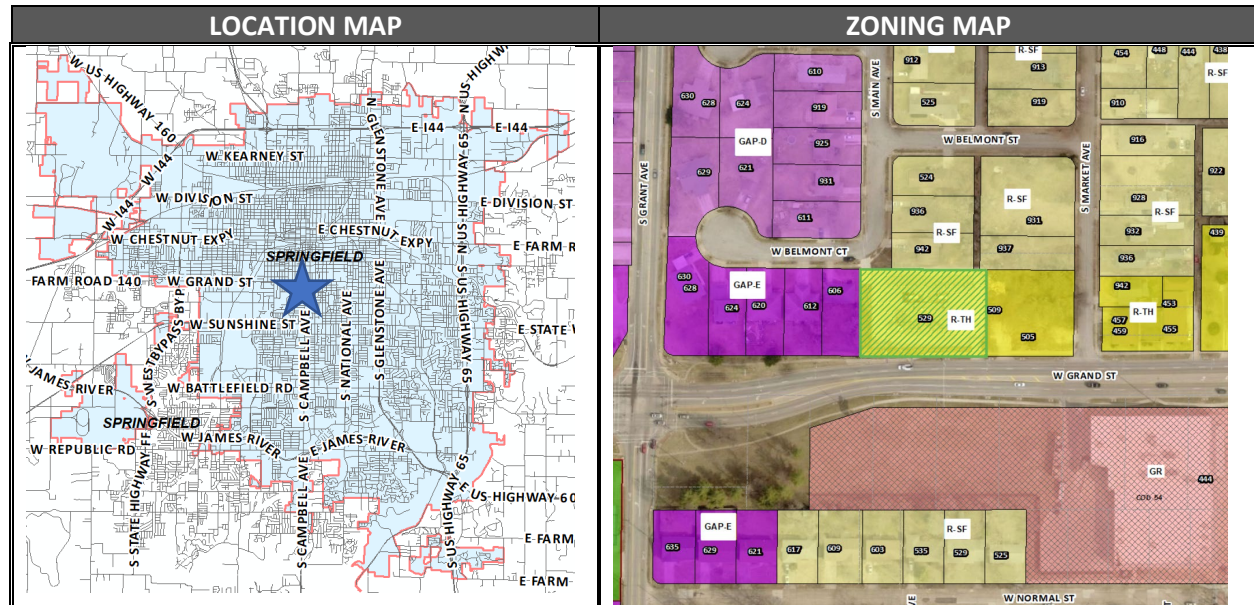
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-24-2023
Location:	529 W. Grand Street
Total Acres:	0.66 acre
Applicant:	City Utilities of Springfield
Existing Land Use:	Utility substation
Neighborhood Meeting:	July 20, 2023
Planning and Zoning Commission:	September 7, 2023
City Council:	October 2, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Daniel Neal, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-24-2023. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

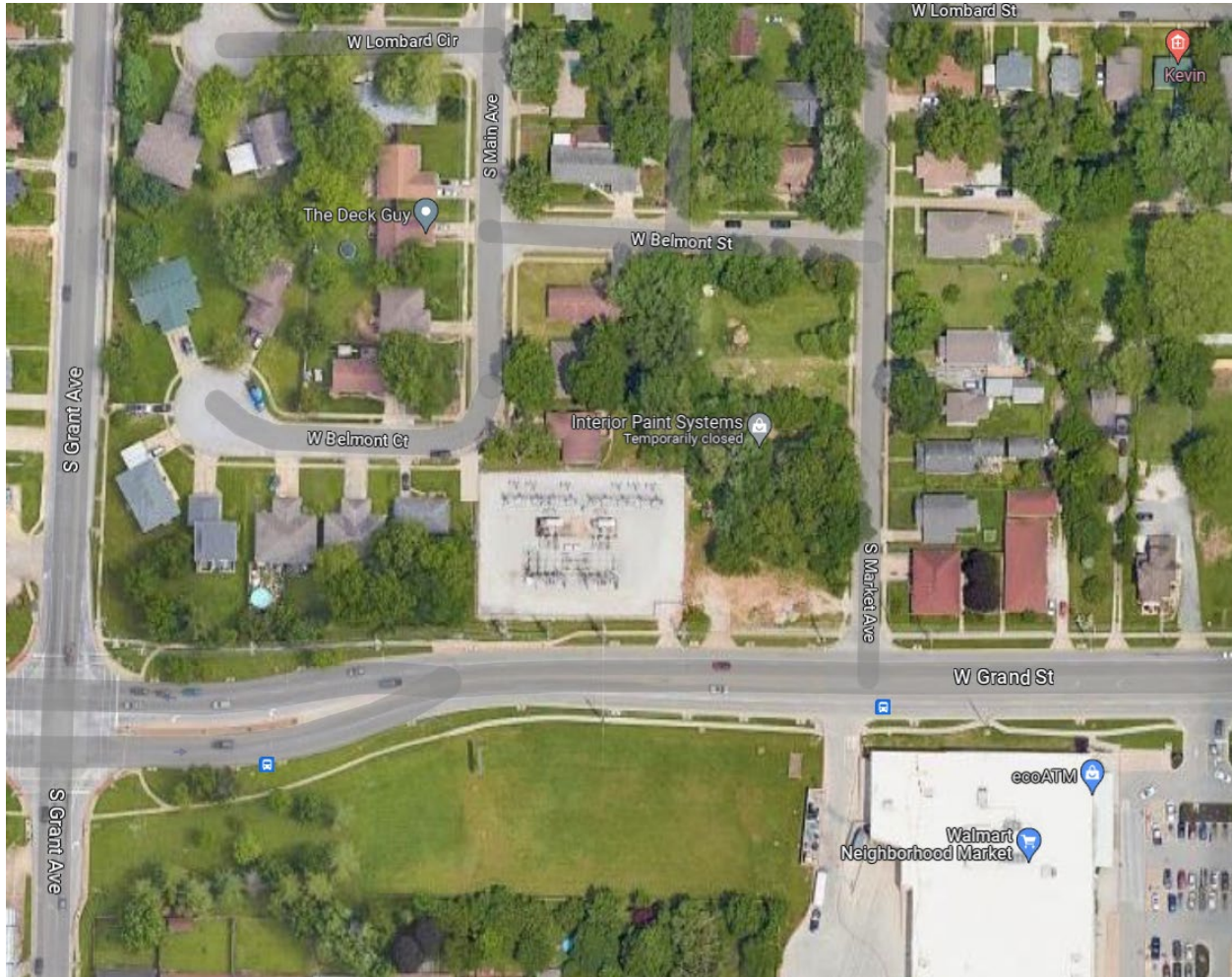
PROJECT SUMMARY:

Request to rezone approximately 0.66 acre of property generally located at 529 West Grand Street from R-TH, Residential Townhouse 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 R-TH, Residential Townhouse 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	Not less than 20 percent
Buffering and Landscaping	If redeveloped, 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:

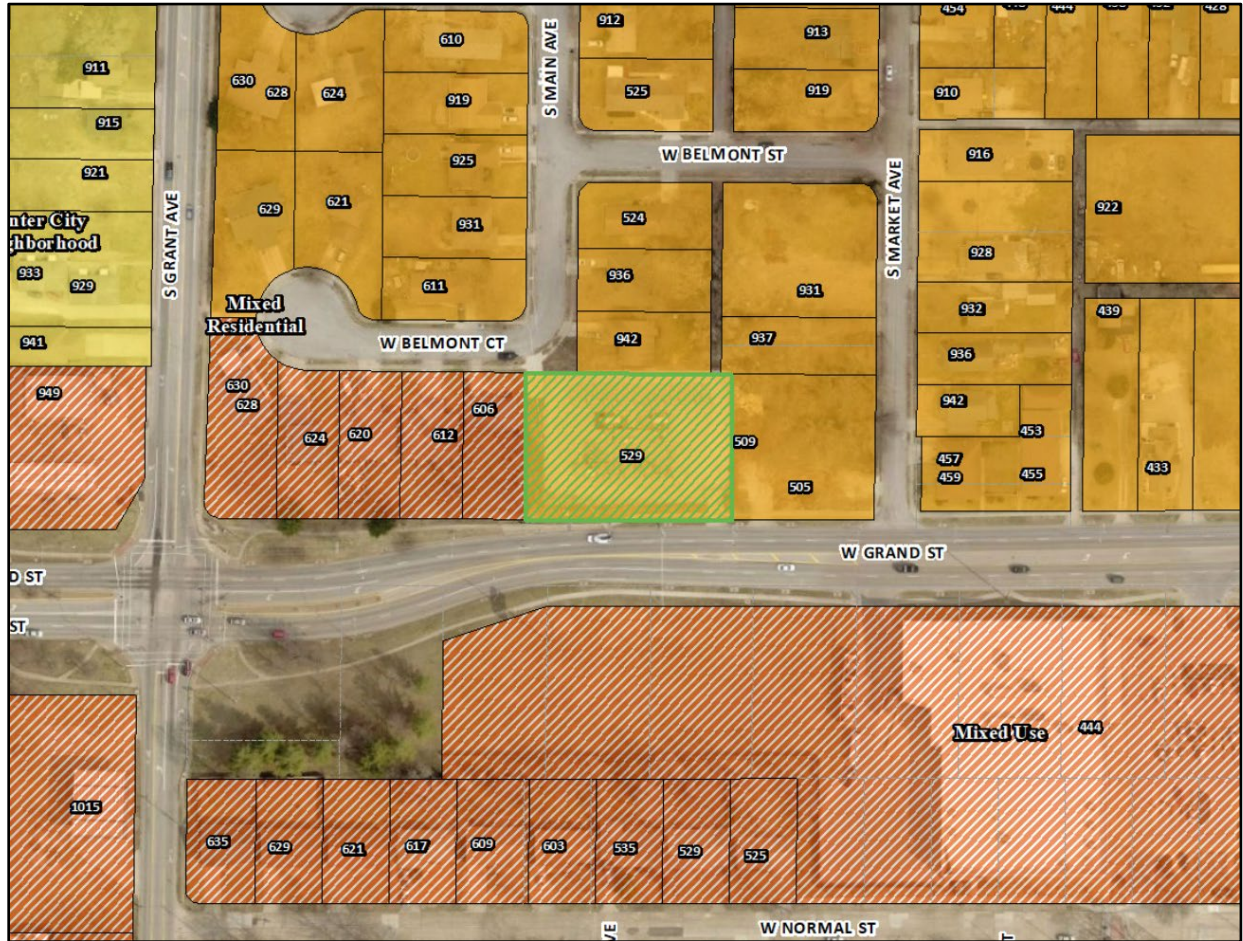
The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Mixed Residential placetype. The Mixed Residential placetype contains primarily higher density single-family attached and multi-family residential dwellings. This includes townhomes, rowhomes, duplexes, apartments, 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 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, Health Care & 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	○	○	○	○	○	○	○	○	○	○	○	○	○	○

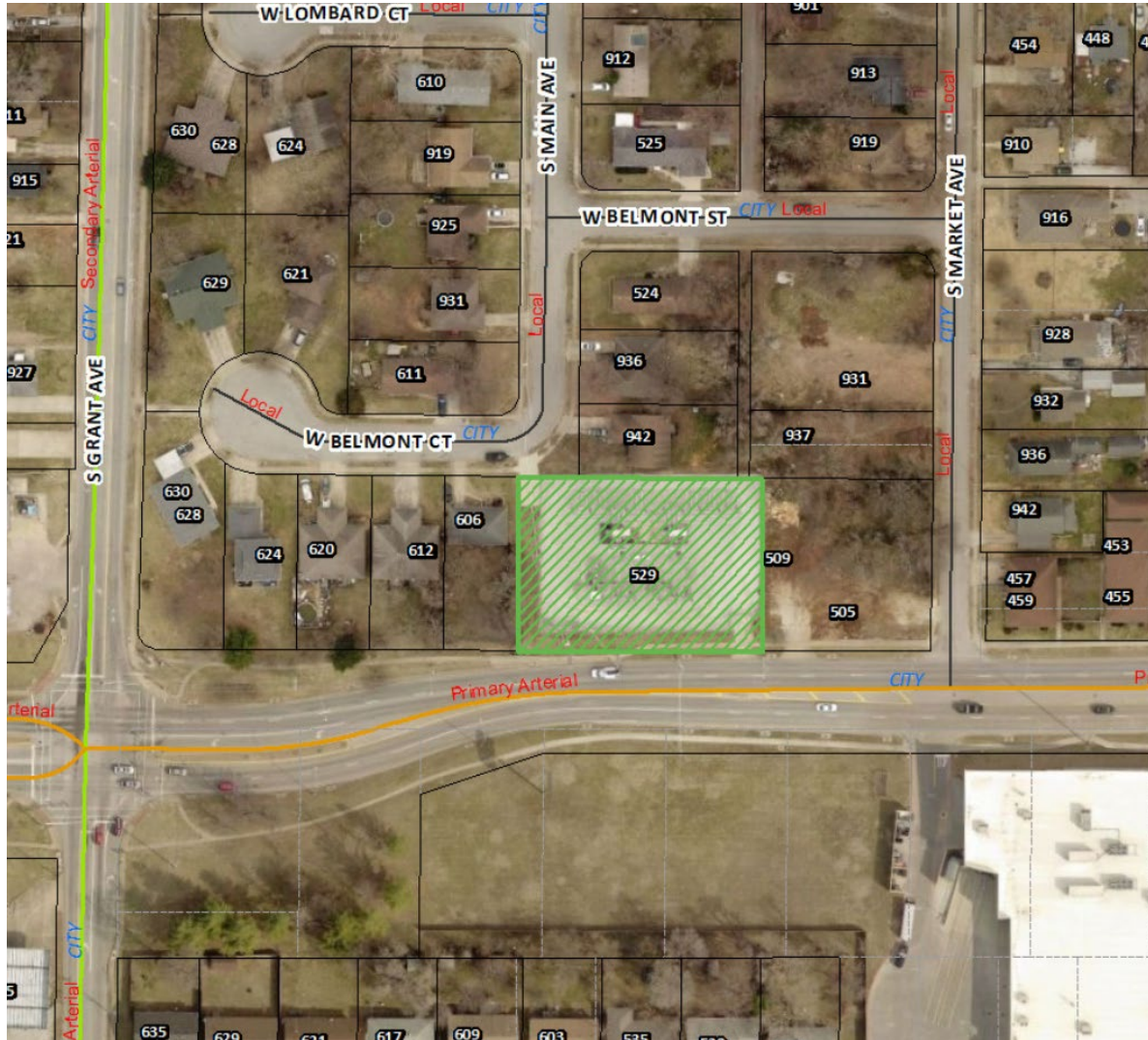
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **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	GR	R-TH	GAP-E
LAND USE	Single-family residences	Grocery/retail store	City Utilities Meter & Service Center	Single-family residence
PLACETYPES	Mixed Residential	Mixed Use	Mixed Residential	Mixed Use

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with the proposed rezoning.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objections to rezoning.

FIRE DEPARTMENT:

No objections to rezoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

TRAFFIC REPORT

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	W. Grand Street	Primary Arterial	City	50	30	NA	No	Yes	Yes
Street 2	W. Belmont Court	Local	City	25	25	NA	Yes	Yes	Yes

ACCESS - There is currently one driveway access point onto the property from both W. Grand Street and W. Belmont Court. All new or modified driveway approaches shall comply with current City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There is one bus stop along W. Grand Street near the property.

IMPROVEMENTS - No improvements are required for this rezoning. A traffic study is not required for this rezoning.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

529 W Grand St is a 0.66 acre lot that is approximately 95% existing impervious area. The Site drains from East to West. The Fassnight Creek Box Culvert is in a Drainage Easement on the West side of the Lot. No existing detention or water quality Stormwater Control Measures are present. The property is in the **Fassnight Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or

DEVELOPMENT REVIEW STAFF REPORT

downstream area. The city **is not** aware of a sinkhole or other Karst feature at this location. The property **does not have a stream buffer on site**.

A fee in lieu of on-site stormwater detention **is not applicable because the site is built out**.

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

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

DETENTION AND DISCHARGE REQUIREMENTS

1. The site is built out and contains City Utilities infrastructure. Fee in lieu of detention would be permissible if additional impervious area is added.

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.

2. 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.

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

1. 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.

a. As-builts of the detention and water quality improvements are required. we would like the following as-built notes on the plans:

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

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 0.66 acre of property generally located at 529 West Grand Street from R-TH, Residential Townhouse district to GI, Government and Institutional use district. The applicant is rezoning to allow adjacent properties to redevelop without providing bufferyards to a utility substation.
2. This site has been a City Utilities owned substation since 1967 and is planned to remain that way for the foreseeable future.
3. The GI, Government and Institutional use district is established to apply to those lands where federal, state or local government activities are conducted, where governments hold title to such lands, and to major public and private educational and medical facilities. This district is also intended to classify land that is vacant but has been designated for the activities listed above in an adopted plan. It is not intended to classify all lands owned by government into this district, but only those uses that are comparatively intensive or which require substantial buildings. Park and recreational facilities would not ordinarily be placed in this zone. Certain nongovernmental and non-institutional uses are permitted to provide necessary services to governmental and institutional uses. The existing utility substation use meets the intent of the GI District.
4. The subject property is located along Grand Street, classified as a Primary Arterial roadway and Belmont Court, classified as a local roadway.
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.
6. The proposed rezoning to the east is causing the proposed change because an unnecessary bufferyard will be required since the subject property is currently zoned R-TH. While R-TH allows for public utilities, the GI District better suits this property's intensity of use and facilitates adjacent properties to develop more efficiently following the new Comprehensive Plan's Land Use and Development plan.
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.
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.

DEVELOPMENT REVIEW STAFF REPORT

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.

Attachment 1

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: R-TH to GI
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 07/20/2023 - 4 PM - 6:30 PM
3. Meeting Location: Fire Station 1 Community Room - 720 E. Grand St. Springfield, MO
4. Number of invitations that were sent: 132
5. How the mailing list was generated: City
6. Number of neighbors in attendance (attach a sign-in sheet): 8
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 for this property

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

I, Jared Davis (print name), attest that the neighborhood meeting was held on 07/20/23 (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."



Signature of person completing affidavit

Jared Davis - OWN, Inc.
Printed name of person completing affidavit

EXPLANATION TO COUNCIL BILL 2023-233 (JENSON)

FILED: 09/13/2023

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 1.08 acres of property generally located at 505 and 509 West Grand Street and 931 and 937 South Market Avenue from R-SF, Single-Family Residential District, and R-TH, Residential Townhouse District, to R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 238; establishing Conditional Overlay District No. 238; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: GDL Enterprises, LLC; 505 and 509 W. Grand Street & 931 and 937 S. Market Avenue; Z-23-2023 with Conditional Overlay District No. 238.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.08 acres of property generally located at 505 & 509 West Grand Street and 931 & 937 South Market Avenue from R-SF, Single Family Residential District and R-TH, Residential Townhouse District to R-MD, Medium-Density Multi-family Residential District and establishing Conditional Overlay District No. 238. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-23-2023/ CONDITIONAL OVERLAY DISTRICT NO. 238

The applicant is requesting to rezone approximately 1.08 acres of property from R-SF, Single Family Residential District and R-TH, Residential Townhouse District to R-MD, Medium-Density Multi-family Residential District with Conditional Overlay District No. 238. This will facilitate the development of an apartment building.

REMARKS: The Planning and Zoning Commission held a public hearing on September 7, 2023, and recommended to approve, by a vote of 6 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 subject property is located within ForwardSGF's Mixed Residential Placetype, which applies to most of the properties to the north of W. Grand between N. Campbell 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.

2. The R-MD, Medium Density Multi-Family District is consistent with the goals and objectives of the Mixed Residential placetype.
3. City staff has reviewed the proposed multi-family site plan and determined that it was in general compliance with the Multi-Family Location and Design Guidelines. The one issue that is pointed out in the guidelines analysis section is that the outdoor living area for gathering, reading, relaxing and gardening is not a listed amenity in the guidelines; however, commission and council can determine that this be counted as an amenity. Commission and Council have made this same determination with dog parks, which aren't specifically listed as an amenity.
4. The proposed multi-family structure will be three stories and approximately 38 feet tall (above grade). This would be below the minimum height requirements for the district of 35 feet plus one additional foot for each two feet of setback and also below a 45-degree bulk plane from any R-SF or R-TH district.
5. The subject properties once combined will be located along Grand Street, which is the primary arterial roadway that has a diversity of uses in the vicinity, including convenience stores with fuel pumps, a grocery/retail store, an electrical substation, duplexes, and single-family residences.
6. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy.
7. There are changing conditions in the area affected that make the proposed rezoning necessary. This area is in a redevelopment area near the Grant Avenue Parkway Plan and this rezoning is consistent with the redevelopment that is happening in this area. It is also supported by the new Comprehensive Plan's placetype designation.
8. The range of uses in the proposed R-MD district are compatible with the uses permitted on other property in the immediate vicinity.
9. 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.
10. The impact of the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian

traffic or reduce traffic safety in the vicinity. This application does not require a traffic study.

11. 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.
12. 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: Daniel Neal, Senior City Planner

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

Maurice S. Jones, Deputy City Manager 9/22/2023

- Attachments:**
1. Z-23-2023 COD 238 505 & 509 W Grand and 931 & 937 S Market_ord
 2. Z-23-2023 COD 238 Requirements_exhA
 3. Z-23-2023 COD 238 Legal Description_exhB
 4. Z-23-2023 COD 238 ROP_exhC
 5. Z-23-2023 COD 238 Staff Report_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 31
Filed: 09-26-23

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-233

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 1.08 acres of property generally located at 505 and 509 West
4 Grand Street and 931 and 937 South Market Avenue from R-SF,
5 Single-Family Residential District, and R-TH, Residential
6 Townhouse District, to R-MD, Medium-Density Multi-Family
7 Residential District, with Conditional Overlay District No. 238;
8 establishing Conditional Overlay District No. 238; and adopting an
9 updated Official Zoning Map. (Staff and Planning and Zoning
10 Commission recommend approval.)
11 _____
12

13 WHEREAS, an application has been filed for a zoning change of the property
14 generally located at 505 and 509 West Grand Street and 931 and 937 South Market
15 Avenue from R-SF, Single-Family Residential District, and R-TH, Residential
16 Townhouse District, to R-MD, Medium-Density Multi-Family Residential District, with
17 Conditional Overlay District No. 238; and
18

19 WHEREAS, Conditional Overlay District No. 238 shall modify the requirements of
20 the Springfield Land Development Code Section 36-383, R-MD, Medium-Density Multi-
21 Family Residential District, by requiring that the property described in "Exhibit B" comply
22 with the requirements described in "Exhibit A"; and
23

24 WHEREAS, following proper notice, the Planning and Zoning Commission held a
25 public hearing on September 7, 2023, a copy of the Record of Proceedings from said
26 public hearing being attached hereto and incorporated herein by this reference as
27 "Exhibit C," and said Commission made its recommendation; and
28

29 WHEREAS, the City has reviewed the applicant's request and prepared a staff
30 report concerning the application, which is attached hereto and incorporated herein by
31 this reference as "Exhibit D"; and
32

33 WHEREAS, proper notice was given of a public hearing before City Council, and

34 said hearing was held in accordance with the law.

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

38
39 Section 1 – The property described in "Exhibit B," which is attached hereto and
40 incorporated herein by this reference, is hereby rezoned from R-SF, Single-Family
41 Residential District, and R-TH, Residential Townhouse District, to R-MD, Medium-
42 Density Multi-Family Residential District, with Conditional Overlay District No. 238.
43 Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for
44 interpretation,' is hereby amended, changed, and modified consistent with this
45 Ordinance.

46
47 Section 2 – City Council hereby establishes Conditional Overlay District No. 238,
48 which shall contain the requirements and standards provided in "Exhibit A," which is
49 attached hereto and incorporated herein by this reference as though set forth herein.
50 The requirements of Conditional Overlay District No. 238 shall modify the requirements
51 of the Springfield Land Development Code Section 36-383, R-MD, Medium-Density
52 Multi-Family Residential District, by requiring the property described in "Exhibit B"
53 comply with the requirements contained in "Exhibit A."

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

60
61 Section 4 – The Official Zoning Map herein adopted shall be maintained and
62 archived in the same digital form in which this Council has approved its adoption.

63
64 Section 5 – This Ordinance shall be in full force and effect from and after
65 passage.

66
67 Passed at meeting: _____

68
69
70 _____
71 Mayor

72 Attest: _____, City Clerk

73
74 Filed as Ordinance: _____

75
76
77 Approved as to form: Jill Bennis, Assistant City Attorney
78
79

80 Approved for Council action: , City Manager

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-23-2023 COD 238

The requirements of Section 36-383., Medium-density multifamily residential district of the Springfield Zoning Ordinance shall be modified herein for development within this district:

1. The development shall have a maximum density of 28 dwelling units per acre for a total of 30 dwelling units.
2. Minimum lot size shall be at least one (1) acre following the requirements of the Subdivision Regulations.
3. The development of the subject property shall be in conformance with the Multi-Family Location and Design Guidelines (Exhibit D - Attachment 2) and site plan (Exhibit D - Attachment 4).

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-23-2023 COD 238

Legal Descriptions:

1. ALL BEGINNING AT THE NORTHWEST CORNER OF GRAND STREET AND MARKET STREET IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AS THE SAME ARE NOW LOCATED AND EXISTING; RUNNING THENCE NORTH ON THE WEST LINE OF MARKET STREET 162 FEET TO A CEMENT POST SET; THENCE WEST FROM SAID POINT TO MAIN STREET IN SAID CITY; THENCE SOUTH ALONG THE EAST LINE OF MAIN STREET 162 FEET TO GRAND STREET; THENCE EAST ALONG THE NORTH LINE OF GRAND STREET TO THE POINT OF BEGINNING, EXCEPT THAT TRACT OF LAND COVERED BY DEED RECORDED IN BOOK 1467 AT PAGE 623, AND EXCEPT THE SOUTH 13 FEET THEREOF, ALL BEING IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.
2. ALL BEGINNING 50 FEET NORTH OF A POINT 60 POLES WEST AND 12 POLES NORTH AND 20 POLES EAST OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP TWf. NTY-NINE (29), RANGE TWENTY-TWO (22), THENCE NORTH 50 FEET, THENCE WEST 150 FEET, THENCE SOUTH 50 FEET, THENCE EAST 150 FEET TO THE PLACE OF BEGINNING, IN SPRINGFIELD, GREENE COUNTY, MISSOURI. ALL OF THE SOUTH HALF (S1/2) OF THE FOLLOWING: ALL OF A CERTAIN TRACT DESCRIBED AS BEGINNING 100 FEET NORTH OF A POINT 60 POLES WEST AND 12 POLES NORTH AND 20 POLES EAST OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22), THENCE NORTH 150 FEET, THENCE WEST 150 FEET, THENCE SOUTH 150 FEET, THENCE EAST 150 FEET TO THE BEGINNING; EXCEPT PART TAKEN FOR ROAD PURPOSES.
3. ALL OF LOTS ONE (1) AND TWO (2), DOUGLAS ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

**RECORD OF PROCEEDINGS
Planning and Zoning Commission – September 7, 2023**

Z-23-2023 w/COD 238
505 & 509 West Grand Street and 931 & 937 South Market Avenue
Applicant: GDL Enterprises, LLC

Mr. Neal stated that this is a request to rezone approximately 1.08 acres of property generally located at 505 & 509 W. Grand Street & 931 & 937 S. Market Avenue from R-SF, Single Family Residential District and R-TH, Residential Townhouse District to R-MD, Medium-Density Multi-family Residential District with Conditional Overlay District No. 238 for a new apartment building.

Mr. Pauly asked for clarification on the southern portion of the property (facing Grand Street). Mr. Neal noted that there is a 45-degree bulk plane but not along Grand Street due to no residential across the street.

Mr. Pauly also asked about the amount of space (where City Utilities ends, and the building location starts) between the two areas and Mr. Neal noted they each will have 5 feet per medium density requirements.

Mr. Pauly noted that on the plans it shows 46 parking spots, when it is required to have 50 asking what was required and what is listed. Mr. Neal stated that he did not know, however he stated that there are 5 bicycle slots, and they may be where the discrepancy is.

Ms. Jill Burris stated that Z-24-2023 will need to be heard before Z-23-2023 w/COD 238 can be resulted on and would need to be tabled and then reopened.

COMMISSION ACTION: (request to table)

Mr. Colony motioned to **table** Z-23-2023 w/COD 238 (505 & 509 West Grand Street and 931 & 937 South Market Avenue) until Z-24-2023 is presented. Ms. Broekhoven seconded the motion. Ayes: Jobe, Broekhoven, Pauly, Ridge, Scott, Colony, and Gunther. Nays: None. Abstain: None. Absent: Lebeck and Knuckles.

Z-24-2023 presentation.

COMMISSION ACTION: (request to remove from table)

Ms. Broekhoven motioned to **remove from table** Z-23-2023 w/COD 238 (505 & 509 West Grand Street and 931 & 937 South Market Avenue). Ms. Ridge seconded the motion. Ayes: Jobe, Broekhoven, Pauly, Ridge, Scott, Colony, and Gunther. Nays: None. Abstain: None. Absent: Lebeck and Knuckles.

Mr. Jobe opened the public hearing.

Mr. Jared Davis, 3213 S. West Bypass, and here to answer any questions.

Mr. Jobe closed the public hearing.

Ms. Broekhoven would like to know how the rezoning next door would affect the outcome of the current rezoning. Mr. Neal stated that it is the bulk-plane setbacks.

Mr. Pauly made comments regarding parking issues noting that there may not be enough parking for that location, and it will push into the neighborhood and stated his concern for the intersection at Grand and Market with people making U-turns to get around the street island to get into the Neighborhood Market. He also noted the amount of traffic trying to head southbound and believes it pushes a lot of traffic through the neighborhoods and wanted to make this point.

COMMISSION ACTION:

Mr. Colony motioned to **approve** Z-23-2023 w/COD 238 (505 & 509 West Grand Street and 931 & 937 South Market Avenue). Ms. Broekhoven seconded the motion. Ayes: Jobe, Broekhoven, Ridge, Scott, Colony, and Gunther. Nays: Pauly. Abstain: None. Absent: Lebeck and Knuckles.

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

Bob Hosmer, AICP
Planning Manager

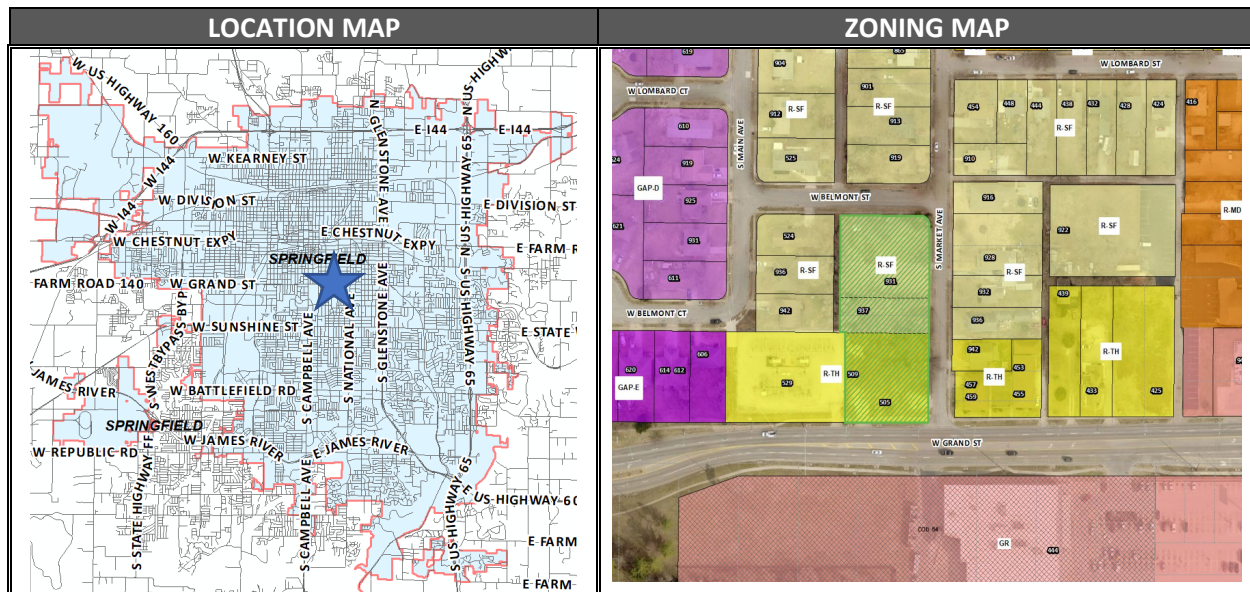
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-23-2023 with Conditional Overlay District No. 238
Location:	505 and 509 W. Grand Street & 931 and 937 S. Market Avenue
Total Acres:	1.08 acres
Applicant:	GDL Enterprises, LLC
Existing Land Use:	Vacant/undeveloped
Neighborhood Meeting:	July 20, 2023
Planning and Zoning Commission:	September 7, 2023
City Council:	October 2, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Daniel Neal, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-23-2023 with Conditional Overlay District No. 238 as set forth in Attachment 1. (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

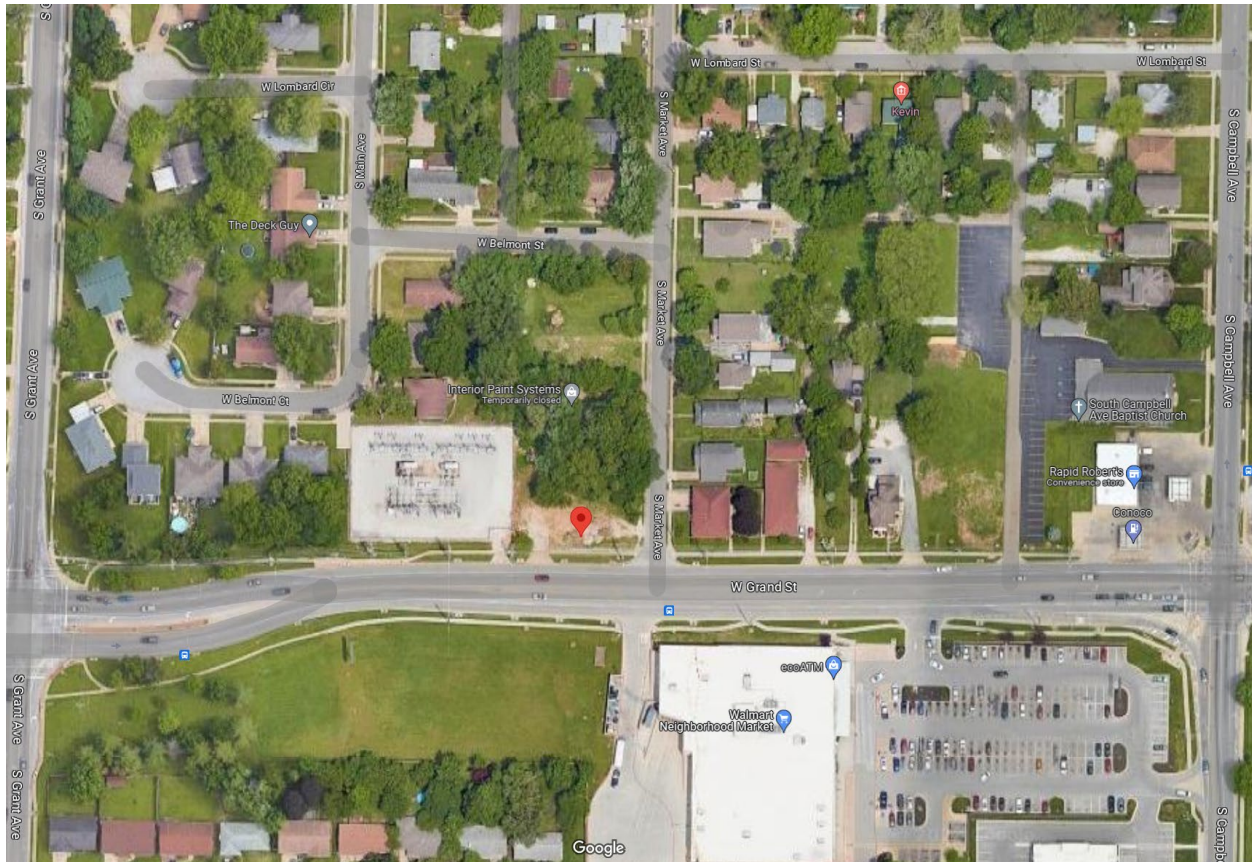
PROJECT SUMMARY:

Request to rezone from R-SF, Single Family Residential District and R-TH, Residential Townhouse District to R-MD, Medium-Density Multi-family Residential District with Conditional Overlay District No. 238.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property has been zoned R-SF and R-TH since the citywide remapping in 1995.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

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

ZONING ORDINANCE 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. (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 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:

DEVELOPMENT REVIEW STAFF REPORT

	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 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

DEVELOPMENT REVIEW STAFF REPORT

	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).
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 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.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

The subject property is located within *ForwardSGF's* Mixed Residential Placetype, which applies to most of the properties to the north of W. Grand between N. Campbell 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.

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 commercial, duplex and single-family land uses and zoning converge.

DEVELOPMENT REVIEW STAFF REPORT

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 and R-TH, Residential Townhouse 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	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		●	●	○										

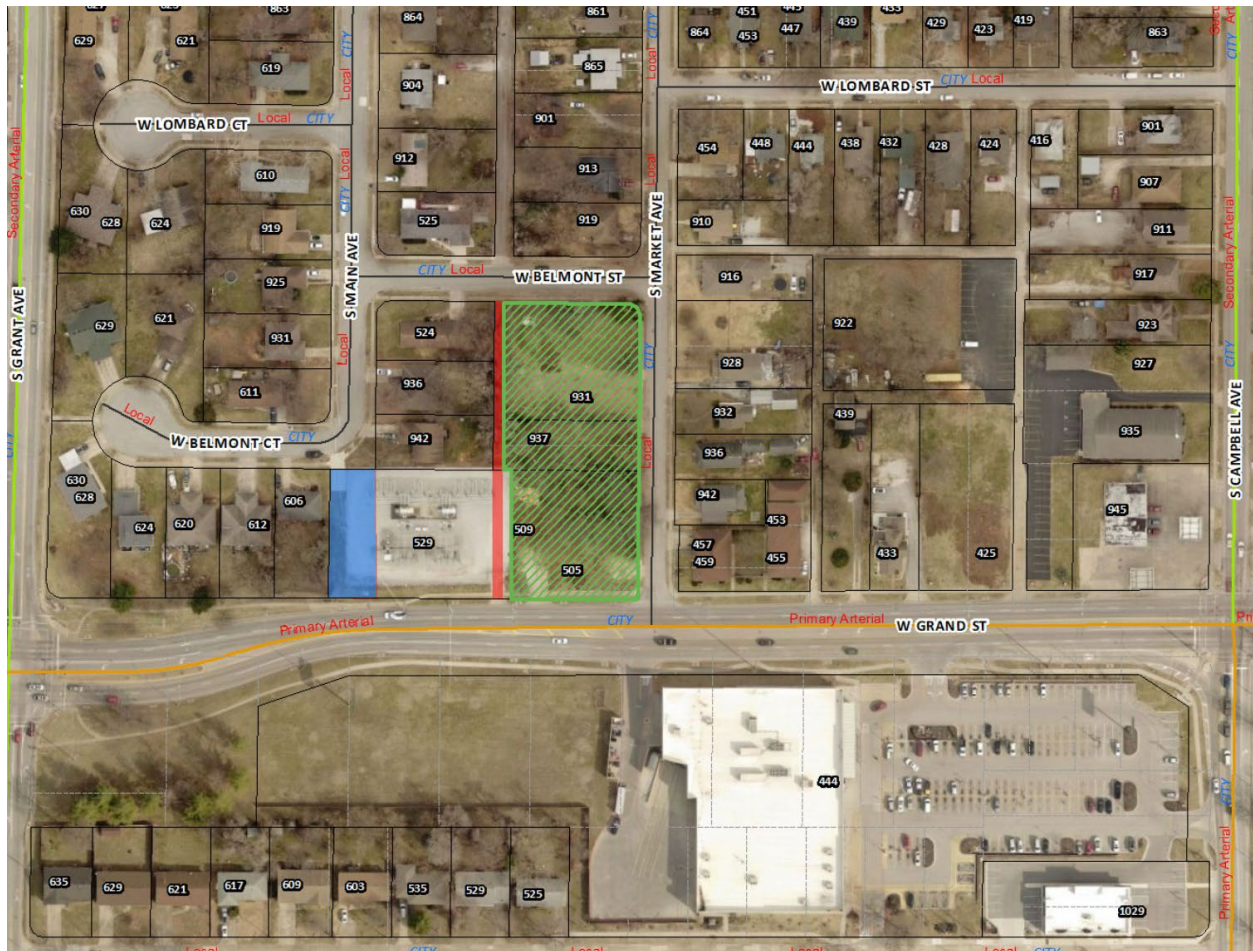
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **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	GR	R-SF & R-TH	R-SF & R-TH
LAND USE	Single-family residence	Grocery/retail store	Single-family residences and duplexes	Single-family residences and CU substation
PLACETYPES	Mixed Residential	Mixed Use	Mixed Residential	Mixed Residential

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with the proposed rezoning.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues with rezoning; although, we have the following review comments for developing the property:

1. Public sewer is available however the property is not in a sewer district. City code requires that if a property is not in a sewer district, they must file a special connection agreement (City Code Section 120-249 & Section 120-250). The city code can be viewed here: https://library.municode.com/mo/springfield/codes/code_of_ordinances. There are two types of special connection agreements: refundable and non-refundable. Refer to the city code for more information or call Matt Taylor at 417-864-1934.

FIRE DEPARTMENT:

No objections to rezoning. Project shall comply with 2018 IFC

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

TRAFFIC REPORT

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	W. Grand Street	Primary Arterial	City	50	30	NA	No	Yes	Yes
Street 2	S. Market Avenue	Local	City	25	20	NA	No	Yes	Yes
Street 3	W. Belmont Street	Local	City	25	25	NA	Yes	Yes	Yes
			Daily	AM	PM				
Trips Generated (Existing Zoning)			52	4	5				
Trips Generated (Proposed Zoning)			194	15	18				
Additional Trips Generated			142	11	13				

DEVELOPMENT REVIEW STAFF REPORT

ACCESS - There are currently no driveway access points onto the property from W. Grand Street and W. Belmont Street. There are three driveway access points onto the property from S. Market Avenue. All new or modified driveway approaches shall comply with current City of Springfield standards for the street classification. No direct access will be allowed from W. Grand Street.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There is one bus stop along W. Grand Street near the property.

IMPROVEMENTS - No improvements are required for this development. A traffic study is not required for this development.

The below comments will need to be addressed as the project moves thru the subdivision process and site plans.

ROW - When Subdivision activity occurs, per City Code Section [36-223](#), [36-243](#) & [36-453](#) and Section 8 of [Public Works Design Standards](#), the developer shall dedicate ROW as shown below, in addition to appropriate sight triangles measured from the intersections of the new ROW line. The applicant may apply to the ARC for a reduction in ROW to be dedicated but must demonstrate that the reduced amount of ROW will meet the needs for transportation, access, utilities, and future planning for the ARC to approve the application.

- Grand St: Required minimum ROW width from centerline is 50 ft. Based on GIS and the old plat, there appears to be only 30 ft of ROW. An additional 20 ft of ROW will need to be platted. A survey will be needed to verify.

- Market Ave: Required minimum ROW width from centerline is 25 ft. Based on GIS and the old plat, there appears to be only 20 ft of ROW. An additional 5 ft of ROW will need to be platted. A survey will be needed to verify.

- Belmont St: Required minimum ROW width from centerline is 25 ft. Based on GIS and the old plat, this requirement appears to be met.

- Sight Triangles: Required minimum ROW sight triangle at the corner of Grand and Market is 10 ft x 10 ft. Based on GIS, a sight triangle will need to be platted.

Driveways - Driveway spacing for all existing and new driveways shall be in accordance with City Code Section [36-251](#) and Sections 8 & 10 of the [Public Works Design Standards](#). Any new/modified driveway approaches must comply with current City Standard [ST-9](#) and City Code [Section 98](#).

- Grand St: No access is allowed. Existing driveway will need to be completely removed and replaced with curb and gutter, and sidewalk.

- Market Ave. Required minimum distance from the near ROW line of Grant St to the edge of driveway is 110 ft. Required minimum distance from edge of driveway to edge of driveway is 20 ft.

DEVELOPMENT REVIEW STAFF REPORT

- Belmont St. Required minimum distance from the near ROW line of Market Ave to the edge of driveway is 20 ft. Required minimum distance from edge of driveway to edge of driveway is 20 ft.

Gates - All gates shall be per city ordinance 5116. Gates shall not swing towards the street/ROW. Ordinance has been uploaded into the attachments folder.

Sidewalks - No additional public sidewalks are required.

All off-street parking areas will need to be in accordance with [ST-6](#) of PW Standard Drawings and City Code Section [36-455](#) & [36-483](#). All parking areas shall be an all-weather, hard surface of either asphalt, concrete, or pervious pavement.

Proposed signs and/or landscaping shall not be located within public ROW or sight triangles.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

505 W Grand is a 1.1 acre lot with no existing impervious area. The Site drains from East to West. No existing detention or water quality Stormwater Control Measures are present. The property is in the **Fassnight Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city **is not** aware of a sinkhole or other Karst feature at this location. The property **does not have a stream buffer on site**. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**.

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 AND 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. The only exception to building detention is a Fee in Lieu of detention application per the City of Springfield Code and the manual dependent on approvable by the Director of Public Works.

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.

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

DEVELOPMENT REVIEW STAFF REPORT

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

1. 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.

a. As-builts of the detention and water quality improvements are required. we would like the following as-built notes on the plans:

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.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone from R-SF, Single Family Residential District and R-TH, Residential Townhouse District to R-MD, Medium-Density Multi-family Residential District with Conditional Overlay District No. 238. This will facilitate the development of an apartment building.
2. The subject property is located within *ForwardSGF's* Mixed Residential Placetype, which applies to most of the properties to the north of W. Grand between N. Campbell 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.
3. The R-MD, Medium Density Multi-Family District is consistent with the goals and objectives of the Mixed Residential placetype.
4. City staff has reviewed the proposed multi-family site plan and determined that it was in general compliance with the Multi-Family Location and Design Guidelines. The one issue that is pointed out in the guidelines analysis section is that the outdoor living area for

DEVELOPMENT REVIEW STAFF REPORT

gathering, reading, relaxing and gardening is not a listed amenity in the guidelines; however, commission and council can determine that this be counted as an amenity. Commission and Council have made this same determination with dog parks which aren't specifically listed as an amenity.

5. The proposed multi-family structure will be three stories and approximately 38 feet tall (above grade). This would be below the minimum height requirements for the district of 35 feet plus one additional foot for each two feet of setback and also below a 45 degree bulk plane from any R-SF or R-TH district.
6. The subject properties once combined will be located along Grand Street which is primary arterial roadway that has a diversity of uses in the vicinity including convenience stores with fuel pumps, a grocery/retail store, an electrical substation, duplexes and single-family residences.
7. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy.
8. There are changing conditions in the area affected that make the proposed rezoning necessary. This area is in a redevelopment area near the Grant Avenue Parkway Plan and this rezoning is consistent with the redevelopment that is happening in this area. It is also supported by the new Comprehensive Plan's placetype designation.
9. The range of uses in the proposed R-MD district are compatible with the uses permitted on other property in the immediate vicinity.
10. 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.
11. The impact the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity. This application does not require a traffic study.
12. 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.
13. 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:

DEVELOPMENT REVIEW STAFF REPORT

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

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 1 CONDITIONAL OVERLAY DISTRICT PROVISIONS

The requirements of Section 36-383., Medium-density multifamily residential district of the Springfield Zoning Ordinance shall be modified herein for development within this district:

1. The development shall have a maximum density of 28 dwelling units per acre for a total of 30 dwelling units.
2. Minimum lot size shall be at least one (1) acre following the requirements of the Subdivision Regulations.
3. The development of the subject property shall be in conformance with the Multi-Family Location and Design Guidelines (Attachment 2) and site plan (Attachment 4).

DEVELOPMENT REVIEW STAFF REPORT**ATTACHMENT 2****MULTI-FAMILY DEVELOPMENT LOCATION AND DESIGN GUIDELINES ASSESSMENT**

The applicant is requesting approval of multi-family apartments on 1.08 acres of property. According to the Multi-Family Location and Design Assessment Matrix, the proposed development has attained 13 points, which would allow up to 25 to 28 dwelling units per acre. The applicant is requesting a total of 30 units (28 du/ac).

A. Land Use Accessibility (2/3 points)

Two points were given for land use accessibility. There is a recreational-parks-greenway and supermarket use within a ¼ mile and a neighborhood retail mixture and hospital/medical/dental use located within a ½ mile.

B. Connectivity Analysis (3/5 points)

Three out of a maximum of five points were given for connectivity. The proposed development received scores for its proximity to transit routes, roadway and sidewalk connectivity.

C. Road Network Evaluation (1/2 points)

One point was given for the road network evaluation.

D. Design Guidelines (6/6 points)

A maximum of six points were given for design guideline criteria. Below are the design considerations that have been incorporated into the proposed development.

1. Pedestrian Amenities - Pedestrian amenities shall include benches placed near walkways at appropriate locations throughout the development. Pedestrian-scale lighting shall be provided within the development. Lighting sources or luminaries that have a cutoff shall not exceed a maximum of 30 feet in height. All lighting shall be glare-free and shielded from the sky and adjacent residential properties and structures, either through external shields or through optics within the fixture. A site lighting and photometric plan shall be submitted conforming to these requirements for building permits.
2. Building Scale and Articulation – Street facing walls that are greater than 50 feet in length shall be articulated at least each 25 feet with bays, projections or recesses. Articulation means a difference in the vertical plane of the building at least 18 inches or more. This project shall be in compliance with the attached site plan.
3. Building Orientation and Interior Landscaping – Landscaping and open spaces shown shall be provided with approved ground cover and/or plantings per required city ordinances and zoning requirements. Landscaping islands with plantings shall be located throughout the parking lot. A landscaping plan shall be submitted conforming to these requirements for building permits. Buildings adjacent to the street shall not have parking lots located between the building and the street.

DEVELOPMENT REVIEW STAFF REPORT

4. Avoidance of Blank Walls along pedestrian circulation areas – Facades that face public 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, awning (over windows or doors), distributed along the façade at least once every 25 feet. This project shall be in conformance with the attached site plan and elevations.
 5. Internal Connectivity – Internal sidewalks shall connect internally and to the public sidewalk system.
 6. Useable Recreational Area/Facility – A minimum of 15% usable open space is required.
 7. Amenities – The development will have an outdoor living area as shown on the site plan. While an outdoor living area isn't a listed amenity in the guidelines, commission and council can determine if this qualifies.
 8. Preservation of Trees – All existing trees of 6" caliper or greater shall be preserved or replaced with 2-inch caliper trees in accordance with the site plan, MFM design guidelines and other city ordinances.
- E. Opportunities and Constraints (1 point)
1. The proposed development is located within a redevelopment area, and therefore meets the criteria for Item #2 in the Opportunities or Constraints section. This would add one additional point to the assessment.

Attachment 3

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: R-SF & R-TH to R-MD
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 07/20/2023 - 4 PM - 6:30 PM
3. Meeting Location: Fire Station 1 Community Room - 720 E. Grand St. Springfield, MO
4. Number of invitations that were sent: 500' - 167 invitations; 185' - 38 envelopes
5. How the mailing list was generated: City Planning
6. Number of neighbors in attendance (attach a sign-in sheet): 8
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).

Amy & Devin Durham – Concerns of student or section 8 housing; Not student or section 8 housing. While available to students, they will be fair market pricing.
Allen Kemper – Please have high lighting in this area and security & concerned for parking along the road that may block drives; Lighting and on-site parking will be provided to resident per city code.
Kathleen Cowens – Parking concerns outside of complex along the road; on-site parking will be provided to resident
Martha Mincey – Parking concerns outside of complex, will block road & drives; on-site parking will be provided to the residents per city code.
All items above were discussed and addressed at the meeting.

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

See Attached E-mail Comment - The development will adhere to City of Springfield regulations and traffic will be considered as a part of the development.

I, Jared Davis (print name), attest that the neighborhood meeting was held on 07/20/23 (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."



Signature of person completing affidavit

Jared Davis - OWN, Inc.
Printed name of person completing affidavit



CLIENT _____
CLIENT No. _____ SHEET No. _____ Of _____
CALCULATED By _____ DATE _____
CHECKED By _____ DATE _____
PROJECT _____
CALCULATIONS FOR _____

Sign In

Name	Email	Phone	Contact?
Devín/Amy Durham	amyamyemai@gmail.com	417-849-9499	Yes
Allen Kemper	AllenKemper@mail.com	417-414-7131	Yes
John E Koch	GHOSTYSZ.SK@gmail.com	417-599-0898	YES
Nicole Fienhold	nicole.fienhold@gmail.com	417 770 0655	Yes
Kathleen Cowens	Kcowens@gmail.com Kathleen Cowens	417-496-8699	Yes
MARTHA MURPHY	MARTHAMURPHY@MISSOURI STATE	417-860-5163	yes
Diane Keys	diane.keys@gmail.com	417 234 1677	yes

From: [David Patrick](#)
To: Zoning@springfieldmo.gov
Subject: My comment to Nexrdoor website regarding GDL Enterprises project at Grand and Market
Date: Thursday, July 13, 2023 11:21:11 AM

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

My notification letter arrived yesterday, 8 days before this meeting. I'm sure that wasn't done intentionally to insure low attendance and little resistance to the plan. /s I guarantee P&Z has already given the green light to this project, and this meeting is just going through the motions. It will be a replay of the Walmart disaster, just across the street. EVERY negative outcome the neighbors predicted about that store has materialized, plus even worse problems than what we imagined. These new developers will get everything they want and the rest of us will just have to suck it up, as always. When the additional traffic from this complex makes it even more difficult to turn left from Market onto Grand, P&Z will continue to ignore our requests for a safe outlet from the bottleneck they have created in our area. Placing a traffic light (or roundabout!) at Grand and Market or making Campbell 2-way between Grand and Madison would be 2 solutions, but they won't consider any such safety measures. Nobody on P&Z lives in this neighborhood, so why should they care?

David Patrick
865 S Market Ave
417 536-0493

EXPLANATION TO COUNCIL BILL 2023-234 (SIMPSON)

FILED: 09/14/2023

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 2.7 acres of property generally located at 1266 East Lark Street from Planned Development No. 84 to GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: St. James Hotel Properties, LLC; 1266 East Lark Street; Z-21-2023.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.7 acres of property generally located at 1266 East Lark Street from Planned Development No. 84 to GR, General Retail District. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-21-2023

The applicant is requesting to rezone approximately 2.7 acres of property generally located at 1266 East Lark Street from Planned Development No. 84 to GR, General Retail District. The intent for this application is to streamline the development process as the existing Planned Development is outdated and cumbersome.

REMARKS: The Planning and Zoning Commission held a public hearing on September 7, 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 Comprehensive Plan's Land Use & Development chapter identifies the subject property as the City Corridor placetype. This 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.

2. The Comprehensive Plan's Land Use & Development chapter identifies office, hospitality, retail sales and service as a primary land use within the city corridor placetype.
3. The subject property is located in an area that has experienced development that has affected the character of this area.
4. The existing Planned Development permits a mix of office, retail and residential uses. The existing zoning is very similar to the GR, General Retail District with respect to the uses permitted. However, the existing Planned Development requires Planning and Zoning Commission review of any new or revised final development plans and has a limitation of maximum gross floor area within each "Tract" of the Planned Development. The Planned Development delineates a total amount of development permitted within each "Tract" of the Planned Development rather than simply per individual lot. The cumulative requirement for each "Tract" requires the tracking of gross floor area for each development and can become cumbersome as more area within each Tract is developed and infilled. Approval of this request for GR zoning will result in significantly the same type of development as could be achieved under the existing zoning, however development of the property will be more streamlined without having to track the previous developments within the "Tract" and go through the Final Development Plan process that is required as part of the existing Planned Development.
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 changing conditions in the area affected that make the proposed rezoning necessary. This area has seen new development and this rezoning is consistent with the development that is happening in this area.
7. The range of uses in the proposed GR district are compatible with the uses permitted on other property in the immediate vicinity. Other properties in Planned Development have rezoned to GR, General Retail.
8. 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.
9. The impact the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity. This application requires a traffic study at the time of development.
10. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.
11. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.



STAFF RECOMMENDATION: Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's City Corridor 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:

Maurice S. Jones, Deputy City Manager 9/22/2023

- Attachments:**
1. Z-21-2023_ord
 2. Z-21-2023 Legal Description_exhA
 3. Z-21-2023 ROP_exhB
 4. Z-21-2023 Staff Report_exhC

One-rdg. _____
P. Hrngs. X
Pgs. 20
Filed: 09-26-23

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-234

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 2.7 acres of property generally located at 1266 East Lark Street
4 from Planned Development No. 84 to GR, General Retail District;
5 and adopting an updated Official Zoning Map. (Staff and Planning
6 and Zoning Commission recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 1266 East Lark Street from Planned Development No. 84 to GR,
11 General Retail District; and
12

13 WHEREAS, following proper notice, the Planning and Zoning Commission held a
14 public hearing on September 7, 2023, a copy of the Record of Proceedings from said
15 public hearing being attached hereto and incorporated herein by this reference as
16 "Exhibit B," and said Commission made its recommendation; and
17

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

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

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

28 Section 1 – The property generally located at 1266 East Lark Street and
29 described in "Exhibit A," which is attached hereto and incorporated herein by this
30 reference, is hereby rezoned from Planned Development No. 84 to GR, General Retail
31 District. Springfield Land Development Code, Section 36-306, 'Official zoning map and
32 rules for interpretation,' is hereby amended, changed, and modified consistent with this
33 Ordinance.

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

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

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

46
47 Passed at meeting: _____

48
49 _____
50 Mayor

51
52 Attest: _____, City Clerk

53
54 Filed as Ordinance: _____

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

57
58
59 Approved for Council action: Jason A. Hays, City Manager
60

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-21-2023

All of Lot 2 in Lark Pointe, a subdivision in the City of Springfield, Greene County, Missouri according to the recorded final plat.

EXHIBIT B

RECORD OF PROCEEDING
ZONING CASE Z-21-2023

Mr. Hosmer stated that this is a request to rezone approximately 2.7 acres of property generally located at 1266 East Lark Street from Planned Development No. 84 to GR, General Retail District.

Mr. Jobe opened the public hearing.

Mr. Rick Wilson, 1835 S. Stewart Avenue representing the owners and want to build a hotel on this property. There are other hotels and senior housing in the area and believe this a very compatible location.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to **approve** Z-21-2023 (1266 East Lark Street). Mr. Pauly seconded the motion. Ayes: Jobe, Broekhoven, Pauly, Ridge, Scott, Colony, and Gunther. Nays: None. Abstain: None. Absent: Lebeck and Knuckles.



Bob Hosmer, AICP
Planning Manager

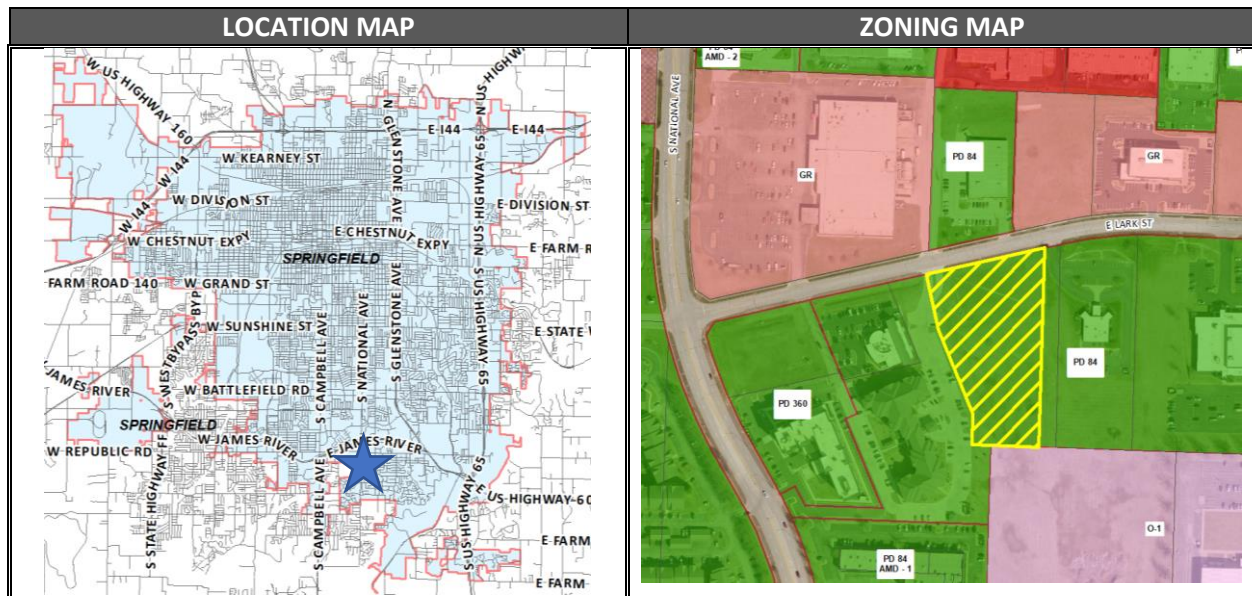
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-21-2023
Location:	1266 East Lark Street
Total Acres:	2.7 acres
Applicant:	St. James Hotel Properties, LLC
Existing Land Use:	Undeveloped land
Neighborhood Meeting:	August 10, 2023
Planning and Zoning Commission:	September 7, 2023
City Council:	October 2, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Michael Sparlin, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-21-2023 (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 2.7 acres of property generally located at 1266 East Lark Street from Planned Development No. 84 to GR, General Retail 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 zoned from R-1 to Planned Development No. 84 in December 1987 and has remained undeveloped.

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 GR
Use Limitations	(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. Other outdoor activities that are not specifically permitted may only be allowed as an accessory use to the permitted uses as provided in subsection 36-421(2), permitted uses, as follows: 1. If any portion of the premises abuts any residential zoning district, the outdoor activities may be permitted, provided they meet the provisions of, and a conditional use permit is issued pursuant to section 36-363, conditional use permits, of this article. A building permit(s) showing compliance with all applicable codes and ordinances may be

DEVELOPMENT REVIEW STAFF REPORT

	required as determined by the director of building development services. 2. If the premises abuts only nonresidential zoning districts, the outdoor activities may be permitted. A conditional use permit will not be required. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services. (b)No outdoor storage except as provided in subsection 36-421(2), permitted uses, and subsection 36-421(3), conditional uses. (c)All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (d)No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. (e)Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22). (f)Streets through an adjacent residential area 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.
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	Not less than 20 percent
Buffering and Landscaping	A bufferyard Type F is required along the north property line and extending along the east property line to the edge of the northern vehicular access to the property. All other plantings within the perimeter landscape area shall consist of the same as a bufferyard type S2.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

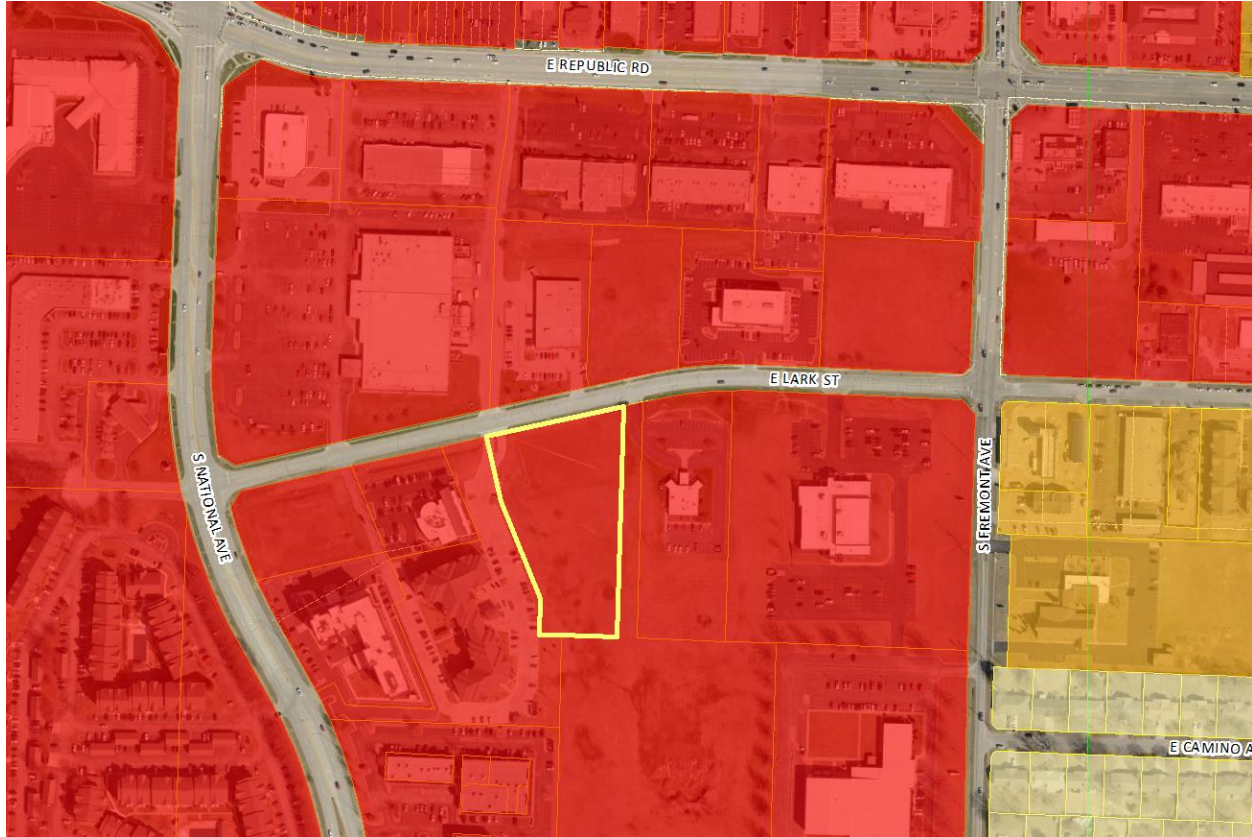
The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the City Corridor placetype. This placetype predominantly consists of commercial and service-related development varying in scale, ranging from standalone businesses to large retail centers. City Corridors are also key locations to support and encourage multi-family developments that rely on proximity to retail, commercial services, and employment centers.

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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.

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 Retail & Wholesale	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	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	PD 84, GR	O-1	PD 84	PD 84
LAND USE	Office, Undeveloped Land	Undeveloped land	Senior living community	Medical clinic and office
PLACETYPES	City Corridor	City corridor	City Corridor	City Corridor

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues. Tract has access to public sewer.

FIRE DEPARTMENT:

DEVELOPMENT REVIEW STAFF REPORT

No objections to rezoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	E. Lark Street	Non-Residential Local	City	30	30	NA	No	No	No

ACCESS - There is currently one driveway access point onto the property from E. Lark Street. All new or modified driveway approaches shall comply with current City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There are no bus stops along E. Lark Street near the property.

IMPROVEMENTS - No improvements are required for this rezoning. A traffic study is not required for this rezoning.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

1266 E Lark St is a 2.7 Acre lot with an existing regional detention and water quality basin on site. PD84 requires all relevant Stormwater infrastructure constructed prior to building permits. The property is in the **Ward Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city **is not** aware of a sinkhole or other Karst feature at this location. The property **does not have a stream buffer on site**.

A fee in lieu of on-site stormwater detention **is not applicable because the site is built out**.

PW Stormwater has no concerns for the proposed rezoning because the PD84 has required the Stormwater detention and infrastructure to be built prior to construction on site. The existing regional flood control basin will remain and is the property owner's responsibility to maintain. Please note that development of the property will be subject to the following conditions at the time of development:

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

DETENTION AND DISCHARGE REQUIREMENTS

1. Stormwater flood control basin the regional basin on site as part of the Lark Pointe subdivision. Any development or redevelopment that increases runoff, through the increase in

DEVELOPMENT REVIEW STAFF REPORT

impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. The only exception to building detention is a Fee in Lieu of detention application per the City of Springfield Code and the manual dependent on approvable by the Director of Public Works. Any new impervious area on site will be evaluated against the existing basin's design. .

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.

2. 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.

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

1. 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.

a. As-builts of the detention and water quality improvements are required. we would like the following as-built notes on the plans:

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.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 2.7 acres of property generally located at 1266 East Lark Street from Planned Development No. 84 to GR, General Retail District with Conditional Overlay No. 239.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the City Corridor placetype. This 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

DEVELOPMENT REVIEW STAFF REPORT

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. The *Comprehensive Plan's Land Use & Development* chapter identifies office, hospitality, retail sales and service as a primary land use within the city corridor placetype.
4. The subject property is located in an area that has experienced development that has affected the character of this area.
5. The existing Planned Development permits a mix of office, retail and residential uses. The existing zoning is very similar to the GR, General Retail District with respect to the uses permitted. However, the existing Planned Development requires Planning and Zoning Commission review of any new or revised final development plans and has a limitation of maximum gross floor area within each "Tract" of the Planned Development. The Planned Development delineates a total amount of development permitted within each "Tract" of the Planned Development rather than simply per individual lot. The cumulative requirement for each "Tract" requires the tracking of gross floor area for each development and can become cumbersome as more area within each Tract is developed and infilled. Approval of this request for GR zoning will result in significantly the same type of development as could be achieved under the existing zoning, however development of the property will be more streamlined without having to track the previous developments within the "Tract" and go through the Final Development Plan process that is required as part of the existing Planned Development.
6. 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.
7. There are changing conditions in the area affected that make the proposed rezoning necessary. This area has seen new development and this rezoning is consistent with the development that is happening in this area.
8. The range of uses in the proposed GR district are compatible with the uses permitted on other property in the immediate vicinity. Other properties in Planned Development have rezoned to GR, General Retail.
9. 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.
10. The impact the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity. This application requires a traffic study at the time of development.

DEVELOPMENT REVIEW STAFF REPORT

11. 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.
12. 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 City Corridor 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

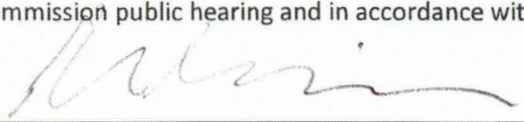
1. Request change to zoning from: Planned Development 84 to General Retail
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 8/10/2023, 4:00 PM
3. Meeting Location: The Library Center 4653 S Campbell Springfield, MO 65810
4. Number of invitations that were sent: 34
5. How the mailing list was generated: Generated by City of Springfield Planning
6. Number of neighbors in attendance (attach a sign-in sheet): 2
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 applicable to the rezone process

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

None to address

I, Robert Wilson (print name), attest that the neighborhood meeting was held on 8/10/2023 (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

Robert Wilson
Printed name of person completing affidavit

ST JAMES PROPERTIES LLC

Page 148 of 325



EXPLANATION TO COUNCIL BILL 2023-235 (SIMPSON)

FILED: 09/14/2023

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 7.84 acres of property generally located at 3900 South Lone Pine Avenue and 2955 and 2957 East Allen Place from R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 212, to R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay District No. 236; establishing Conditional Overlay District No. 236; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Township 28, LLC; 3900 South Lone Pine Avenue, 2955 and 2957 East Allen Place; Z-20-2023 with Conditional Overlay District No. 236.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 7.84 acres of property generally located at 3900 South Lone Pine Avenue, 2955 and 2957 East Allen Place from R-MD, Medium-Density Multi-Family Residential District w/ COD No. 212 to R-MD, Medium-Density Multi-Family Residential District with Conditional Overlay No. 236. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-20-2023/ CONDITIONAL OVERLAY DISTRICT NO. 236

The applicant is requesting to rezone approximately 7.84 acres of property generally located at 3900 South Lone Pine Avenue, 2955 and 2957 East Allen Place from R-MD, Medium-Density Multi-Family Residential District w/ COD No. 212 to R-MD, Medium-Density Multi-Family Residential District with Conditional Overlay No. 236. The intent of this application is to expand the existing multi-family development (Township 28) on the property located at 2955 and 2957 East Allen Place. This application will bring the entire development under one zoning district. The applicant has changed site plans.

The applicant wishes to amend the approved site plan by reducing the number of structures from two to one structure and altering the elevations. These amendments require a rezoning for the subject property.

REMARKS: The Planning and Zoning Commission held a public hearing on September 7, 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 Comprehensive Plan's Land Use & Development chapter identifies the subject property as the Mixed Use placetype. Areas within this placetype function as activity centers that provide a mix of residential, shopping, services, office, entertainment, and dining options. These centers can also host small to moderate sized manufacturing, maker spaces, artisan shops, galleries, and music venues that contribute to innovation or themed entertainment districts. Depending on the existing character of the area and the vision identified, mixed use areas, districts, corridors, and developments can take on a very prescriptive or wide range of uses as well as design requirements.
2. The subject property is in an area that has recently experienced a resurgence of redevelopment and reinvestment of multi-family and mixed-use developments that have affected the character of this area.
3. The R-MD District is intended to accommodate multi-family developments at densities up to approximately twenty-nine (29) dwelling units per acre. The applicant is requesting a maximum of twenty-two (22) dwelling units per acre. This density has been determined to be appropriate for this area based on an assessment completed under the Revised Multi-Family Development Location and Design Guidelines. That assessment resulted in a density of 21 to 24 dwelling units per acre with the Opportunities and Constraints section. Staff can support an increase in density based upon being adjacent to higher intensity uses, being in a redevelopment area and a physical barrier in the area. Further analysis of the proposed development under the Revised Multi-Family Development Location and Design Guidelines is attached (Exhibit D - Attachment 2). The development must be in substantial conformance to the attached site plan ("Exhibit D - Attachment 5").
4. Approval of this application will allow the expansion of the existing multi-family development (Township 28) by incorporating a neighboring property and place the entire development under one zoning and Conditional Overlay District.
5. Approval of this application will allow for an established multi-family use to expand development of this property and promote infill development where investments have already been made in public services and infrastructure.
6. The Galloway Guidelines are a policy that was accepted by City Council in 2019 and have been addressed by the applicant in the development of this project ("Exhibit D - Attachment 4").
7. 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.
8. There are changing conditions in the area affected that make the proposed rezoning necessary. This area has rapidly seen new development and this rezoning is consistent with the redevelopment that is happening in this area.
9. The range of uses in the proposed R-MD and COD are compatible with the uses permitted on other property in the immediate vicinity.

10. 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.
11. The impact the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity. This application requires a traffic study at the time of development.
12. 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.
13. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION: Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Mixed Use 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:

Maurice S. Jones, Deputy City Manager 9/22/2023

Attachments:

1. Z-20-2023 COD 236 3900 S Lone Pine Ave and 2955 and 2957 E Allen Pl_ord
2. Z-20-2023 COD 236 Requirements_exhA
3. Z-20-2023 COD 236 Legal Description_exhB
4. Z-20-2023 COD 236 ROP_exhC
5. Z-20-2023 COD 236 Staff Report_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 30
Filed: 09-26-23

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-235

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 7.84 acres of property generally located at 3900 South Lone Pine
4 Avenue and 2955 and 2957 East Allen Place from R-MD, Medium-
5 Density Multi-Family Residential District, with Conditional Overlay
6 District No. 212, to R-MD, Medium-Density Multi-Family Residential
7 District, with Conditional Overlay District No. 236; establishing
8 Conditional Overlay District No. 236; and adopting an updated
9 Official Zoning Map. (Staff and Planning and Zoning Commission
10 recommend approval.)
11 _____
12

13 WHEREAS, an application has been filed for a zoning change of the property
14 generally located at 3900 South Lone Pine Avenue and 2955 and 2957 East Allen Place
15 from R-MD, Medium-Density Multi-Family Residential District, with Conditional Overlay
16 District No. 212, to R-MD, Medium-Density Multi-Family Residential District, with
17 Conditional Overlay District No. 236; and
18

19 WHEREAS, Conditional Overlay District No. 236 shall modify the requirements of
20 the Springfield Land Development Code Section 36-383, R-MD, Medium-Density Multi-
21 Family Residential District, by requiring that the property described in "Exhibit B" comply
22 with the requirements described in "Exhibit A"; and
23

24 WHEREAS, following proper notice, the Planning and Zoning Commission held a
25 public hearing on September 7, 2023, a copy of the Record of Proceedings from said
26 public hearing being attached hereto and incorporated herein by this reference as
27 "Exhibit C," and said Commission made its recommendation; and
28

29 WHEREAS, the City has reviewed the applicant's request and prepared a staff
30 report concerning the application, which is attached hereto and incorporated herein by
31 this reference as "Exhibit D"; and
32

33 WHEREAS, proper notice was given of a public hearing before City Council, and

34 said hearing was held in accordance with the law.

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

38
39 Section 1 – The property described in "Exhibit B," which is attached hereto and
40 incorporated herein by this reference, is hereby rezoned from R-MD, Medium-Density
41 Multi-Family Residential District, with Conditional Overlay District No. 212, to R-MD,
42 Medium-Density Multi-Family Residential District, with Conditional Overlay District No.
43 236. Springfield Land Development Code, Section 36-306, 'Official zoning map and
44 rules for interpretation,' is hereby amended, changed, and modified consistent with this
45 Ordinance.

46
47 Section 2 – City Council hereby establishes Conditional Overlay District No. 236,
48 which shall contain the requirements and standards provided in "Exhibit A," which is
49 attached hereto and incorporated herein by this reference as though set forth herein.
50 The requirements of Conditional Overlay District No. 236 shall modify the requirements
51 of the Springfield Land Development Code Section 36-383, R-MD, Medium-Density
52 Multi-Family Residential District, by requiring the property described in "Exhibit B"
53 comply with the requirements contained in "Exhibit A."

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

60
61 Section 4 – The Official Zoning Map herein adopted shall be maintained and
62 archived in the same digital form in which this Council has approved its adoption.

63
64 Section 5 – This Ordinance shall be in full force and effect from and after
65 passage.

66
67 Passed at meeting: _____

68
69 _____
70 Mayor

71
72 Attest: _____, City Clerk

73
74 Filed as Ordinance: _____

75
76
77 Approved as to form:  _____, Assistant City Attorney
78
79

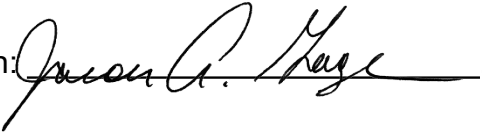
80 Approved for Council action: , City Manager

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-20-2023 COD No. 236

The requirements of Section 36-383 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. The maximum density shall be limited to twenty-two (22) dwelling units per acre for a maximum of 168 dwelling units located within this district.
2. The development of the subject property shall be in substantial conformance to the Revised Multi-Family Location and Design Guidelines and the attached site plan (Exhibit D - Attachment 5).

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-20-2023 COD No. 236

A TRACT OF LAND AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE LYING IN LOTS 7, 8 AND 9 OF GALLOWAY HEIGHTS, A SUBDIVISION IN SPRINGFIELD, GREENE COUNTY MISSOURI IN PLAT BOOK S, PAGE 80 AND ALSO IN DESCRIBED IN BOOK 2008, PAGE 039471-08 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 9 OF GALLOWAY HEIGHTS; THENCE ALONG THE EAST LINE THEREOF SOUTH 00° 57'36" WEST, 158.23 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF ALLEN DRIVE; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES, SOUTH 86° 32'24" WEST, 220.96 FEET; THENCE SOUTH 86° 37'33" WEST, 457.79 FEET; THENCE SOUTH 76° 38'36" WEST, 133.08 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY OF LONE PINE AVENUE; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES, NORTH 61 ° 55'03" WEST, 44.98 FEET; THENCE NORTH 20° 28'41" WEST, 151.85 FEET; THENCE NORTH 19° 08'14" WEST, 204.14 FEET; THENCE 19.89 FEET ALONG A 915.35 FOOT CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 14° 14'53" WEST FOR A DISTANCE OF 19.89 FEET TO A POINT LYING ON THE SOUTH LINE OF GALLOWAY ADDITION, A SUBDIVISION IN SPRINGFIELD, GREENE COUNTY MISSOURI IN PLAT BOOK V, PAGE 18; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG SAID SOUTH LINE THE FOLLOWING COURSES, NORTH 83°48'24" EAST, 108.23 FEET; THENCE NORTH 87° 11'59" EAST, 867.36 FEET TO A POINT AT THE SOUTHEAST CORNER OF GALLOWAY ADDITION; THENCE LEAVING SAID SOUTH LINE SOUTH 00° 06'39" EAST, 200.40 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 28 NORTH, RANGE 21 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. CONTAINING 7.66 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.

EXHIBIT C

RECORD OF PROCEEDING

Z-20-2023 w/COD 236

3900 South Lone Pine Avenue and 2955 & 2957 East Allen Place

Applicant: Township 28, LLC

Mr. Hosmer stated that this is a request to rezone approximately 7.84 acres of property generally located at 3900 South Lone Pine Avenue, 2955 and 2957 East Allen Place from R-MD, Medium-Density Multi-Family Residential District w/COD No. 212 to R-MD, Medium-Density Multi-Family Residential District with Conditional Overlay No. 236

Mr. Jobe opened the public hearing.

Mr. Harlan Hill, 3811 S. Weller Avenue, originally submitted with a different building proposal (2 building) and 15 units each, however as the economy impacted the designs we decided to economize and combine all units (30) into one structure.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Mr. Colony motioned to **approve** Z-20-2023 w/COD 236 (3900 South Lone Pine Avenue and 2955 & 2957 East Allen Place). Ms. Broekhoven seconded the motion. Ayes: Jobe, Broekhoven, Pauly, Ridge, Scott, Colony, and Gunther. Nays: None. Abstain: None. Absent: Lebeck and Knuckles.



Bob Hosmer, AICP
Planning Manager

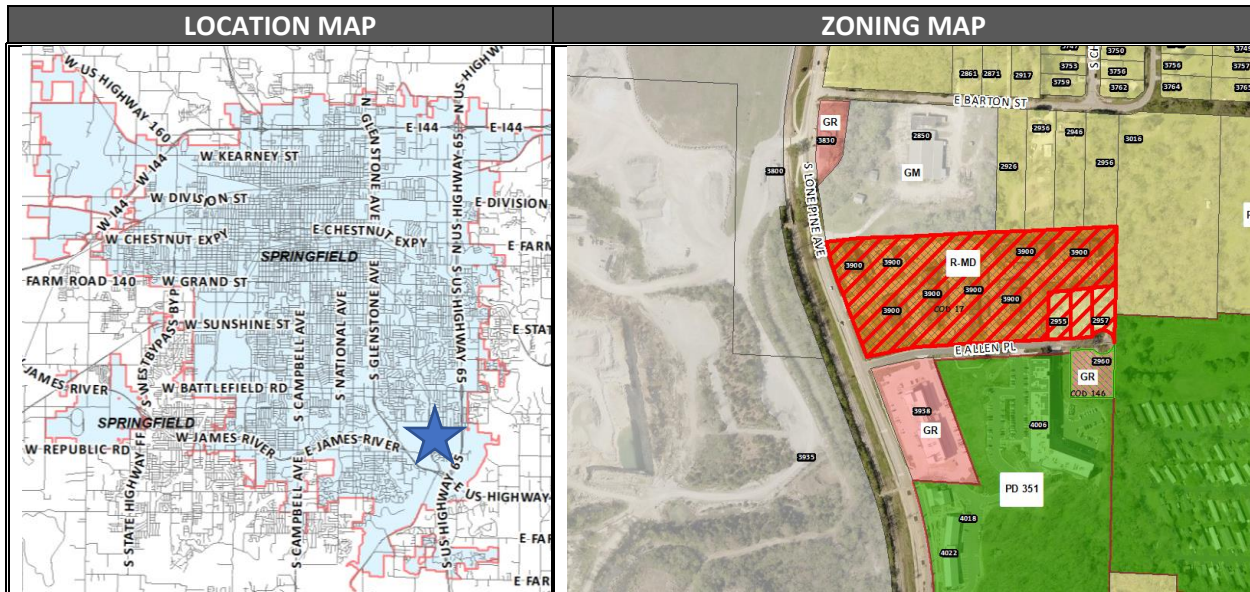
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-20-2023 with Conditional Overlay District No. 236
Location:	3900 South Lone Pine Avenue, 2955 and 2957 East Allen Place
Total Acres:	7.84 acres
Applicant:	Township 28, LLC
Existing Land Use:	Undeveloped land
Neighborhood Meeting:	July 20, 2023
Planning and Zoning Commission:	September 7, 2023
City Council:	October 2, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Michael Sparlin, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-20-2023 with Conditional Overlay District No. 236 as set forth in Attachment 1 (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 7.84 acres of property generally located at 3900 South Lone Pine Avenue, 2955 and 2957 East Allen Place from R-MD, Medium-Density Multi-Family Residential District w/ COD No. 212 to R-MD, Medium-Density Multi-Family Residential District with Conditional Overlay No. 236

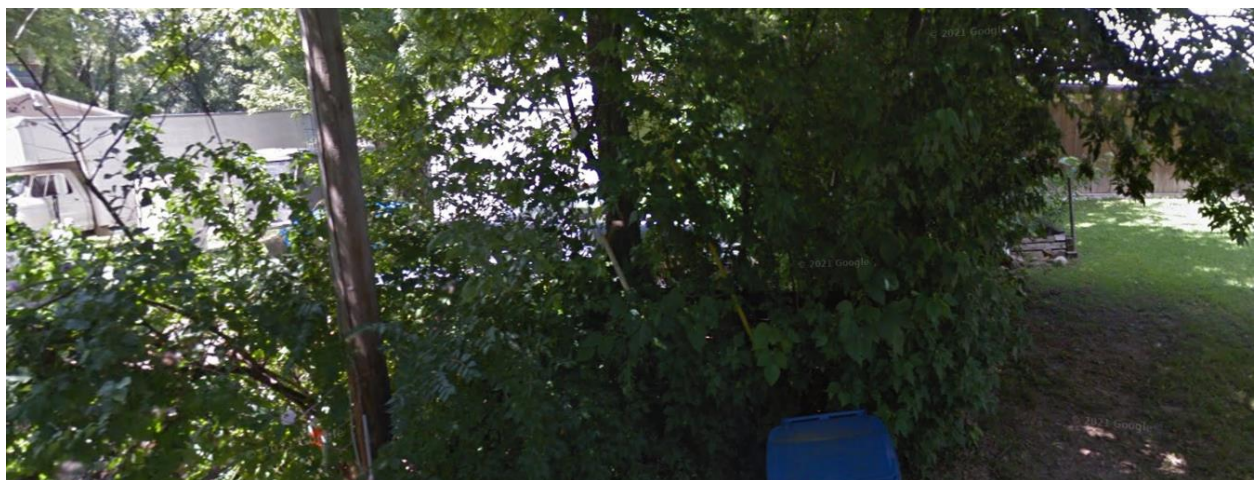
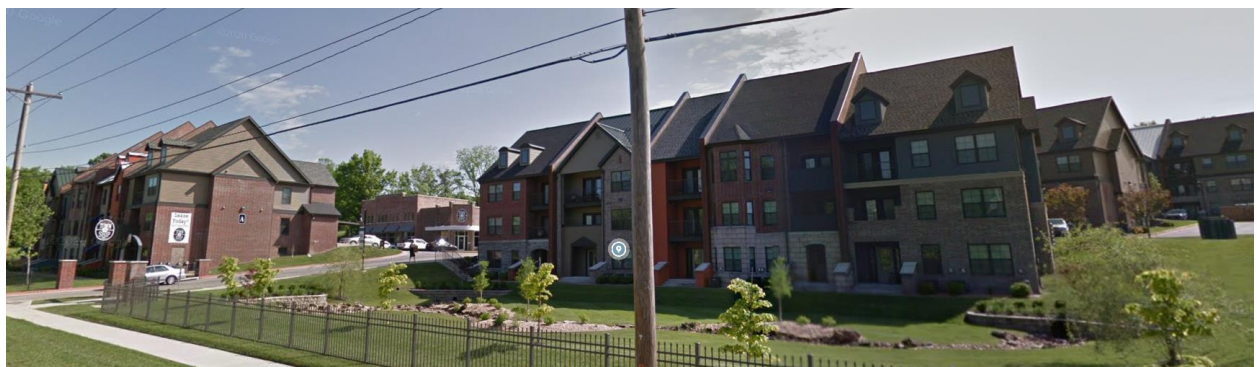


DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The portion of subject property that is 3900 South Lone Pine (existing Township 28 development) was rezoned to R-MD zoning in 2008. The R-SF portion of the subject property located at 2955 and 2957 East Allen Place was added to the existing development and both were rezoned to R-MD with COD No. 212 in July 2022.

The applicant wishes to amend the approved site plan by reducing the number of structures from two to one structure and altering the elevations. These amendments require a rezoning for the subject property.

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 R-MD
Minimum Yard Requirements	Front yard: Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space, and yard regulations.
Maximum Height	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.
Minimum Open Space	Not less than 20 percent.

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Buffering and Landscaping

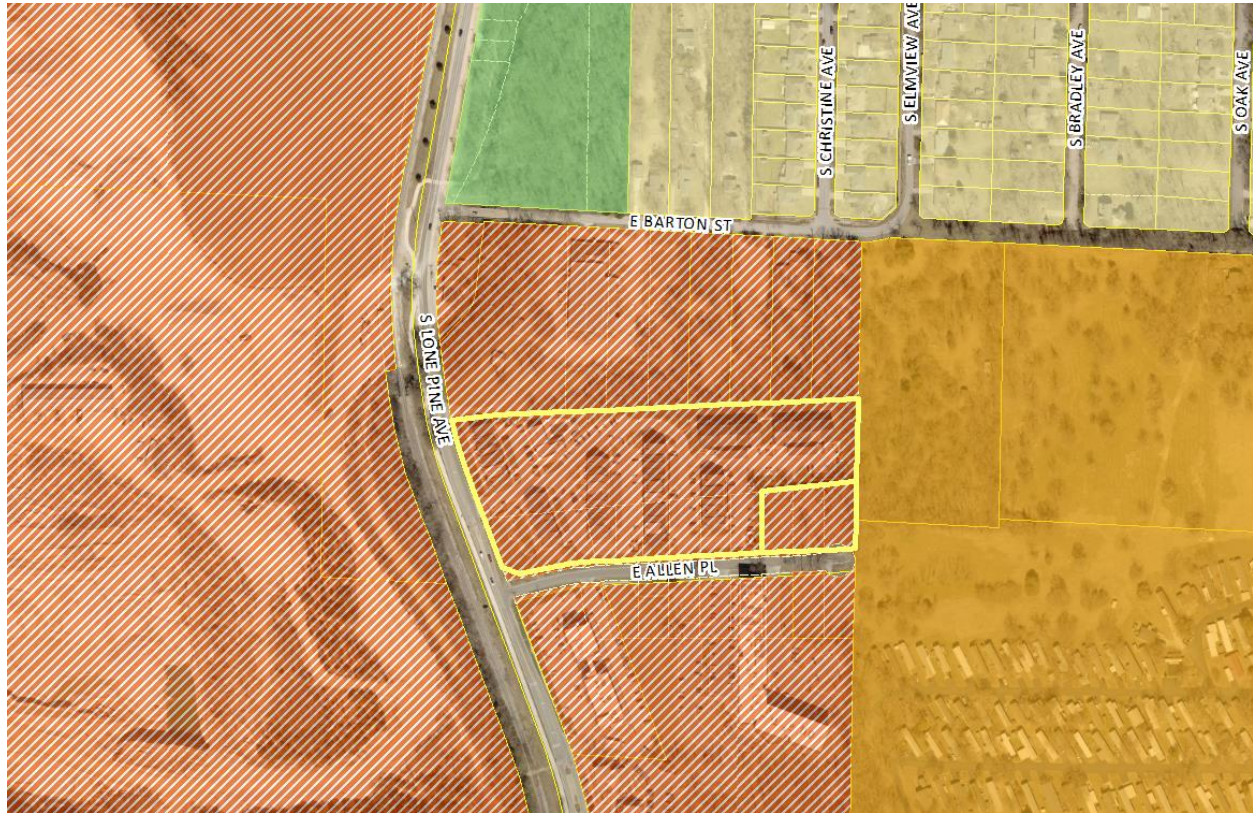
A Type C bufferyard is required adjacent to property zoned R-SF.

COMPATIBILITY WITH COMPREHENSIVE PLAN:PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Mixed Use placetype. Areas within this placetype function as activity centers that provide a mix of residential, shopping, services, office, entertainment, and dining options. These centers can also host small to moderate sized manufacturing, maker spaces, artisan shops, galleries, and music venues that contribute to innovation or themed entertainment districts. Depending on the existing character of the area and the vision identified, mixed use areas, districts, corridors, and developments can take on a very prescriptive or wide range of uses as well as design requirements.

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	Maker, Artisan & Innovation Spaces	Public & Private Schools & Places of Worship	Government, Colleges & Vocational Schools	Personal Services & Institutional Facilities	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	GM, R-SF	GR and PD 351	R-SF & PD 276	HM
LAND USE	Manufacturing/Warehouse, single family residence	Mixed-use Multi-family and commercial uses	Single-family, undeveloped land and mobile home development	Quarry
PLACETYPES	Mixed Use	Mixed Use	Mixed Residential	Mixed Use

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. Tract has access to public sewer.

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FIRE DEPARTMENT:

No objections to rezoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	S. Lone Pine Avenue	Secondary Arterial	City	35	30	NA	No	Yes	Yes
Street 2	E. Allen Place	Local	City	25	25	NA	Yes	Yes	Yes

ACCESS - There is currently one driveway access point onto the property from S. Lone Pine Avenue and E. Allen Place. All access to the development shall be per current City of Springfield standards.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There is a Greenway Trail near the property. There are no bus stops near the property.

IMPROVEMENTS - No improvements are required for this development. A traffic study is not required for this development.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

3900 S Lone Pine is a 6.8-acre lot that is approximately 70% existing impervious area. The site generally drains from East to West and into the Galloway Creek on the west side of Lone Pine Ave. A fee in lieu of constructing onsite stormwater detention was permitted for the existing development. Water quality is provided on site through an extended dry detention basin. The property is in the **Galloway Creek** drainage basin. The property **is** partially located in a FEMA designated floodplain. Staff **is** aware of flooding problems associated with Lone Pine Ave. within the Galloway Creek floodplain. The city **is not** aware of a sinkhole or other Karst feature at this location. The property **does not have a stream buffer on site**.

A fee in lieu of detention for this development is permissible dependent on the runoff flowing through the Township 28 Apartment complex. E Allen Place is not improved with curb and gutter and not capable of handling the runoff from the development. Drainage will need to be connected to the Township 28 Apartments and is not allowed to drain into Allen St. A fee in lieu of on-site stormwater detention **will be dependent on further analysis of the surrounding stormwater infrastructure and downstream impacts**.

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PW Stormwater has no concerns with the proposed rezoning. The submitted application includes a site plan showing the future development. Please note that development of the property will be subject to the following conditions at the time of development:

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

DETENTION AND 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. The only exception to building detention is a Fee in Lieu of detention application per the City of Springfield Code and the manual dependent on approvable by the Director of Public Works.

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 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.

WATER QUALITY REQUIREMENTS

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

a. Water Quality will be required based on the development being part of a larger common plan. Water Quality can be designed on the new addition or incorporated into the Water Quality Basin built with PRJ2014-00730.

2. 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.

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

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1. 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. As-builts of the detention and water quality improvements are required. We would like the following as-built notes on the plans: 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.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 7.84 acres of property generally located at 3900 South Lone Pine Avenue, 2955 and 2957 East Allen Place from R-MD, Medium-Density Multi-Family Residential District w/ COD No. 212 to R-MD, Medium-Density Multi-Family Residential District with Conditional Overlay No. 236. The intent is to expand the existing multi-family development (Township 28) on the property located at 2955 and 2957 East Allen Place. This application will bring the entire development under one zoning district.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Mixed Use placetype. Areas within this placetype function as activity centers that provide a mix of residential, shopping, services, office, entertainment, and dining options. These centers can also host small to moderate sized manufacturing, maker spaces, artisan shops, galleries, and music venues that contribute to innovation or themed entertainment districts. Depending on the existing character of the area and the vision identified, mixed use areas, districts, corridors, and developments can take on a very prescriptive or wide range of uses as well as design requirements.
3. The subject property is in an area that has recently experienced a resurgence of redevelopment and reinvestment of multi-family and mixed-use developments that have affected the character of this area.
4. The R-MD District is intended to accommodate multi-family developments at densities up to approximately twenty-nine (29) dwelling units per acre. The applicant is requesting a maximum of twenty-two (22) dwelling units per acre. This density has been determined to be appropriate for this area based on an assessment completed under the Revised Multi-Family Development Location and Design Guidelines. That assessment resulted in a density of 21 to 24 dwelling units per acre with the Opportunities and Constraints section. Staff can support an increase in density based upon being adjacent to higher intensity uses, being in a redevelopment area and a physical barrier in the area. Further analysis of the proposed development under the Revised Multi-Family Development Location and Design Guidelines is attached (Attachment 2). The development must be in substantial conformance to the attached site plan (Attachment 5).
5. Approval of this application will allow the expansion of the existing multi-family development (Township 28) by incorporating a neighboring property and place the entire development under one zoning and Conditional Overlay District.

DEVELOPMENT REVIEW STAFF REPORT

6. Approval of this application will allow for an established multi-family use to expand development of this property and promote infill development where investments have already been made in public services and infrastructure.
7. The Galloway Guidelines are a policy that was accepted by City Council in 2019 and have been addressed by the applicant in the development of this project (Attachment 4).
8. 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.
9. There are changing conditions in the area affected that make the proposed rezoning necessary. This area has rapidly seen new development and this rezoning is consistent with the redevelop that is happening in this area.
10. The range of uses in the proposed R-MD and COD are compatible with the uses permitted on other property in the immediate vicinity.
11. 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.
12. The impact the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic, or reduce traffic safety in the vicinity. This application requires a traffic study at the time of development.
13. 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.
14. 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 Use 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

DEVELOPMENT REVIEW STAFF REPORT

protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

DEVELOPMENT REVIEW STAFF REPORT

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 1

CONDITIONAL OVERLAY DISTRICT PROVISIONS NO. 236

The requirements of Section 36-383 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. The maximum density shall be limited to twenty-two (22) dwelling units per acre for a maximum of 168 dwelling units located within this district.
2. The development of the subject property shall be in substantial conformance to the Revised Multi-Family Location and Design Guidelines and the attached site plan (Attachment 5).

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 2

MULTI-FAMILY DEVELOPMENT LOCATION AND DESIGN GUIDELINE ASSESSMENT

ZONING CASE Z-20-2022 & CONDITIONAL OVERLAY DISTRICT NO. 236

The applicant is requesting approval of 168-unit multi-family apartments on 7.84 acres of property. According to the Multi-Family Location and Design Assessment Matrix, the proposed development has attained 12 points. This density increase, combined with credits from the Opportunities and Constraints and Assessment Criteria Score, would allow for 21-24 dwelling units per acre.

Below is an analysis of the four categories used to calculate the Matrix score.

- A. Land Use Accessibility (1/3 points)
One point was given for land use accessibility. There is neighborhood retail mix and greenway within 1/4 mile of the subject property.
- B. Connectivity Analysis (1/5 points)
One out of a maximum of five points were given for connectivity. The proposed development received scores for its proximity to transit, sidewalks, and roadways.
- C. Road Network Evaluation (1/2 points)
A maximum of one point were given for the road network evaluation.
- D. Design Guidelines (6/6 points)
A maximum of six points were given for design guideline criteria. Below are the design considerations that have been incorporated into the proposed development.
 - 1. Pedestrian Amenities - Pedestrian amenities shall include benches placed near walkways at appropriate locations throughout the development. 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. Pedestrian-scale lighting shall be provided within the development. Lighting sources or luminaries that do have a cutoff shall not exceed a maximum of 30 feet in height. All lighting shall be glare-free and shielded from the sky and adjacent residential properties and structures, either through external shields or through optics within the fixture. A site lighting and photometric plan shall be submitted conforming to these requirements for building permits.
 - 2. Building Scale and Articulation - Street facing walls that are greater than 50 feet in length shall be articulated at least each 25 feet with bays, projections, or recesses. Articulation means a difference in the vertical plane of the building at least 18 inches or more. This project shall follow the attached site plan and elevations.

DEVELOPMENT REVIEW STAFF REPORT

3. Building Orientation and Interior Landscaping – All building orientations will address Main Avenue and Walnut Lawn Street to receive design points for this element. Landscaping and open spaces shown shall be provided with approved ground cover and/or plantings per required city ordinances and zoning requirements. Landscaping islands with plantings shall be located throughout the parking lot. A landscaping plan shall be submitted conforming to these requirements for building permits.
4. Avoidance of Blank Walls along pedestrian circulation areas - Facades that face public 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. This project shall be in conformance with the attached site plan and elevations.
5. Internal Connectivity – Internal sidewalks shall connect internally and to the public sidewalk system in accordance with the attached site plan.
6. Useable Recreational Area/Facility – Benches will be located throughout the common areas providing for useable tenant amenities in accordance with the attached site plan; however, a minimum of 20% usable open space is required.
7. Amenity Calculation – Three of the following amenities shall be provided: a tot lot with a minimum of 900 square-feet, picnic area of 900 square-feet, swimming pool, clubhouse, and dog run area.
8. Preservation of Trees –All existing trees of 6” caliper or greater shall be preserved or replaced with 2-inch caliper trees in accordance with the attached site plan and the city ordinance.

DENSITY: The initial assessment criteria resulted in a total of 9 points for a maximum density of 12 to 14 dwelling units per acre. The applicant has requested a density of 22 dwelling units per acre and to allow the additional density under the Opportunity and Constraints section.

Opportunities and Constraints

Although the maximum density based on the multi-family guidelines evaluation recommended 14 dwelling units per acre, additional density can be allowed based on special circumstances as described in the Guidelines Opportunity and

DEVELOPMENT REVIEW STAFF REPORT

Constraints section. Staff can support an increase in density based upon being adjacent to higher intensity uses, supports revitalization goals, and has a physical barrier within ½ mile of the site.

Opportunities and Constraints that apply:

1. How much higher density exists or is planned/approved for area?
Staff may consider a recommendation of a higher density than that determined by the matrix calculation when the site is contiguous to higher intensity uses such as higher density multi-family, retail, office, and institutional uses on two or more sides.

The site is situated adjacent on to mixed-use multi-family and retail uses.
2. Does the proposal support redevelopment/revitalization goals?
Staff may consider a recommendation of a higher density than that determined by the matrix calculation when the site is located with a redevelopment or revitalization area. The area is located within the Galloway Area Redevelopment Plan which was adopted in 2014 and within the Southeast Development Study Area which was adopted in 2002.
3. Are there physical or other natural barriers within ½ mile of the site?
Staff may consider a recommendation of a higher density. The subject property is adjacent to a large quarry which has the effect of limiting the density points.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

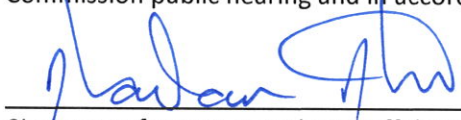
1. Request change to zoning from: RMD COD 212 to RMD COD 235
(existing zoning) (proposed zoning)
2. Meeting Date & Time: July 20, 2023 4:00 pm to 6:30 pm
3. Meeting Location: 3900 S. Lone Pine Township 28 Clubhouse
4. Number of invitations that were sent: 47
5. How the mailing list was generated: City Staff
6. Number of neighbors in attendance (attach a sign-in sheet): 4
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

- WHAT IS DIFFERENT FROM PREVIOUS PROPOSAL?
ANSWER: SINGLE BUILDING IN LIEU OF TWO SEPARATE BUILDINGS, ORIENTATION EAST/WEST TO REDUCE EXTENT OF EXCAVATION AND ACCOMMODATE LENGTH OF BUILDING, FLAT ROOF IN LIEU OF PITCHED.
- NO CONCERNS EXPRESSED.

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

NONE SUBMITTED.

I, HARLAN HILL (print name), attest that the neighborhood meeting was held on 7/20/2023 (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."


Signature of person completing affidavit

HARLAN HILL, OWNER'S REPRESENTATIVE
Printed name of person completing affidavit

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 4

GALLOWAY RECOMMENDATIONS

The Galloway Area Recommendations, passed October 21, 2019, provides staff recommendations that apply to developers, city staff, and residents when pursuing future developments within the specified area. This checklist refers to the recommendations that apply specifically to the applicant/developer for a project. This is to be used only as a reference for those recommendations. The original Galloway Recommendations document must still be reviewed as this is only a supplemental visual to what is outlined in that document. This checklist also references The Galloway Community Improvement District, which was approved by City Council on August 12, 2019.

Staff has reviewed the applicant's attached exhibits (1-12) for compliance to the Galloway Recommendations as outlined below.

A. Public Safety (1/1)

1 out of 1 recommendation was addressed. Recommendation #1 is not applicable to the proposed development since it is not adjacent to Galloway Trail.

- 1) Clearly delineate parking areas along the street edge from the street surface.
- 2) Install physical barrier or fencing between trail and roadway where feasible.

B. Environmental Protection (3/3)

2 out of 2 recommendations were addressed. Recommendation #2 does not apply since there is not a stream buffer on the property.

- 1) Water quality protection and stormwater management for new developments. Innovative techniques are welcomed and encouraged. (Examples include Maximizing open space, green roofs, rainwater collection systems, rain gardens, and berms.)
- 2) Establish stream buffer easements for all new developments.
- 3) Protect the tree canopy through preservation of healthy trees and installing high quality landscaping where possible.

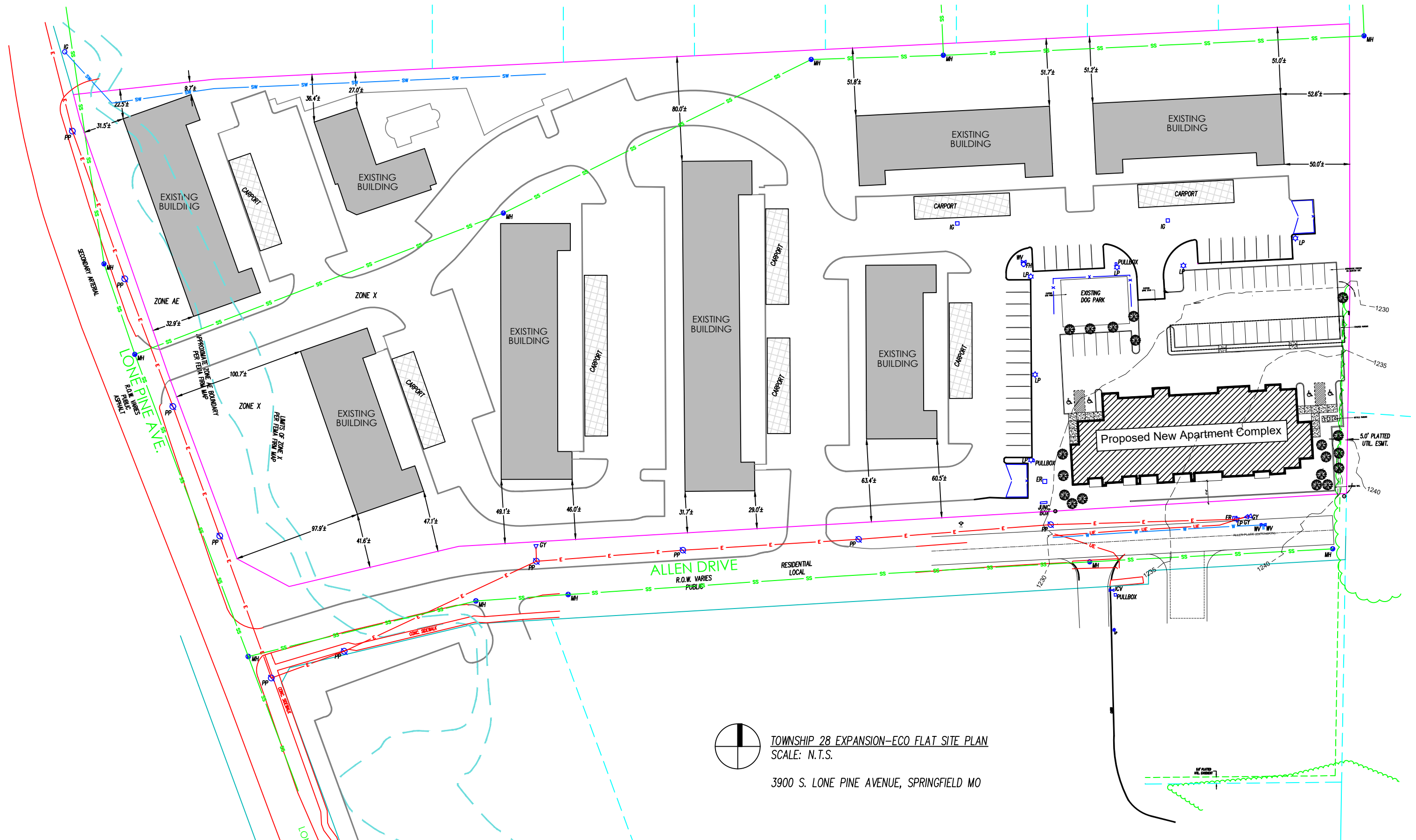
C. Image Enhancement (4/4)

4 out of 4 recommendations were addressed. Recommendations #1 & #2 are not applicable to the proposed development since it is not adjacent to Galloway Trail. Recommendation #5 is not applicable because this is not a mixed-use development.

- 1) Plant trees along the Galloway Trail.
- 2) Develop pocket parks along the Galloway Trail.
- 3) Preserve village feel through:
 - a. Mixed-use of small businesses
 - b. Reuse of existing structures

DEVELOPMENT REVIEW STAFF REPORT

- c. Complimentary architectural styles
 - 4) Promote a high-quality streetscape experience that is supported by the Galloway CID and Multi-Family Development Guidelines; Examples include:
 - a. Planters and window boxes
 - b. Brightly colored doors or building accents
 - c. Attractive landscaping and plantings
 - d. Public art
 - e. Fountains
 - f. Dog watering stations
 - g. Outdoor seating
 - h. Street trees
 - i. Decorative lighting
 - 5) Mixed-Use development
 - 6) Use Conditional Overlay Districts; Examples include:
 - a. Limit uses (e.g., storage units, gas stations, drive-thru businesses, car washes, cell towers, etc.
 - b. Limit signage types (e.g., size, illumination, placement, number, prohibition of digital)
 - c. Restrict glazing ratios to no more than 40% of exterior surface.
 - d. Limit building height through bulk plan regulations (exceptions to this are discouraged)
 - e. Require parking lots be located behind buildings where feasible.
 - f. Require tree canopy preservation.
 - g. Limit excessive grading or rock blasting.
 - h. Restrictions on retaining walls (limit height and require minimum distance between tiers)
 - 7) Increase landscaping requirements. Encourage canopy trees and high-quality plantings in landscaping.
- D. General Recommendations (2/2)
- 2 out of 2 recommendations were addressed.
- 1) Proactively communicate with area stakeholders and the city.
 - 2) Emphasize the history of the area/site through artwork, signage, place-naming, and historic designations, and preservation.



CONSULTANTS

Preliminary Only
Not for Construction

ECO FLATS APARTMENT BUILDING
FOR THE CORYELL GROUP
2955 EAST ALLEN PLACE
SPRINGFIELD, GREENE COUNTY, MISSOURI

ISSUE DATE

07-15-2023

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REVISIONS

NO.	DATE	TYPE
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PROJECT NO.

DRAWING TITLE

GROUND FLOOR PLAN

DRAWING NO.

A2.1



North (Parking Lot) Elevation

Scale 1/8" = 1'-0"



South (Street) Elevation

Scale 1/8" = 1'-0"



EXPLANATION TO COUNCIL BILL 2023-236 (HORTON)

FILED: 09/14/2023

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 6 acres of property generally located at 3601 East Chestnut Expressway from Planned Development No. 336 to HC, Highway Commercial District, with Conditional Overlay District No. 239; establishing Conditional Overlay District No. 239; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Joseph S. Manzardo & Kari J. Manzardo Revocable Trust; 3601 East Chestnut Expressway; Z-26-2023 with Conditional Overlay District No. 239.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 6 acres of property generally located at 3601 East Chestnut Expressway from Planned Development No. 336 to HC, Highway Commercial District with Conditional Overlay No. 239. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-26-2023/ CONDITIONAL OVERLAY DISTRICT NO. 239

The applicant is requesting to rezone approximately 6 acres of property generally located at 3601 East Chestnut Expressway from Planned Development No. 336 to HC, Highway Commercial District with Conditional Overlay No. 239. The applicant intends to develop commercial uses near Chestnut Expressway and self-service storage facility behind.

REMARKS: The Planning and Zoning Commission held a public hearing on September 7, 2023, and recommended to approve, by a vote of 7 to 0 with an amendment to strike item #6 in Conditional Overlay District No. 239 and replace with "self-service storage facilities are only permitted behind the commercial uses and a minimum of 175' feet from the south property line of the property."

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 6 acres of property generally located at 3601 East Chestnut Expressway from Planned Development No. 336 to HC, Highway Commercial District with Conditional Overlay No. 239.
2. The Comprehensive Plan's Land Use & Development chapter identifies the subject property as the City Corridor placetype. This 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.
3. The proposed HC zoning with a Conditional Overlay District prohibits many permitted uses to closely match the GR, General Retail district, with the exception for self-service storage facilities. Storage facilities will only be permitted on the north half of the property and will not be highly visible from Chestnut Expressway. The COD maintains the existing, healthy trees and vegetation along the east property line and places a solid, six-foot fence on the west-side of the bufferyard (development side). The COD also restricts the structure height to one-story.
4. The Comprehensive Plan's Land Use & Development chapter identifies office, hospitality, retail sales and service as a primary land use within the City Corridor Placetype. Personal storage is listed as a supporting land use.
5. The subject property is in an area that has recently experienced rapid development and that has affected the character of this area.
6. The subject property is a small remnant of the larger, 44-acre Planned Development No. 336 which has since been almost all rezoned to HC, Highway Commercial with COD No. 86 for the existing Menards and out-lot development.
7. 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.
8. There are changing conditions in the area affected that make the proposed rezoning necessary. This area has rapidly seen new development and this rezoning is consistent with the redevelopment that is happening in this area.
9. The range of uses in the proposed HC district and COD are compatible with the uses permitted on other property in the immediate vicinity.
10. 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.

11. The impact of the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity. This application requires a traffic study at the time of development.
12. 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.
13. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION: Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's City Corridor 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:

Maurice S. Jones, Deputy City Manager 9/22/2023

Attachments:

1. Z-26-2023 COD 239 3601 E Chestnut_ord
2. Z-26-2023 COD 239_exhA
3. Z-26-2023 COD 239_exhB
4. Z-26-2023 COD 239_exhC
5. Z-26-2023 COD 239_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 26
Filed: 09-26-23

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-236

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 6 acres of property generally located at 3601 East Chestnut
4 Expressway from Planned Development No. 336 to HC, Highway
5 Commercial District, with Conditional Overlay District No. 239;
6 establishing Conditional Overlay District No. 239; 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 at 3601 East Chestnut Expressway from Planned Development No.
13 336 to HC, Highway Commercial District, with Conditional Overlay District No. 239; and
14

15 WHEREAS, Conditional Overlay District No. 239 shall modify the requirements of
16 the Springfield Land Development Code Section 36-422, HC, Highway Commercial
17 District, by requiring that the property described in "Exhibit B" comply with the
18 requirements described in "Exhibit A"; and
19

20 WHEREAS, following proper notice, the Planning and Zoning Commission held a
21 public hearing on September 7, 2023, a copy of the Record of Proceedings from said
22 public hearing being attached hereto and incorporated herein by this reference as
23 "Exhibit C," and said Commission made its recommendation; and
24

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

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

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

34 Section 1 – The property described in "Exhibit B," which is attached hereto and
35 incorporated herein by this reference, is hereby rezoned from Planned Development
36 No. 336 to HC, Highway Commercial District, with Conditional Overlay District No. 239.
37 Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for
38 interpretation,' is hereby amended, changed, and modified consistent with this
39 Ordinance.

40
41 Section 2 – City Council hereby establishes Conditional Overlay District No. 239,
42 which shall contain the requirements and standards provided in "Exhibit A," which is
43 attached hereto and incorporated herein by this reference as though set forth herein.
44 The requirements of Conditional Overlay District No. 239 shall modify the requirements
45 of the Springfield Land Development Code Section 36-422, HC, Highway Commercial
46 District, by requiring the property described in "Exhibit B" comply with the requirements
47 contained in "Exhibit A."

48
49 Section 3 – City Council hereby directs the City Manager, or designee, to update
50 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
51 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
52 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
53 rules of interpretation.'

54
55 Section 4 – The Official Zoning Map herein adopted shall be maintained and
56 archived in the same digital form in which this Council has approved its adoption.

57
58 Section 5 – This Ordinance shall be in full force and effect from and after
59 passage.

60
61 Passed at meeting: _____

62
63 _____
64 Mayor

65
66 Attest: _____, City Clerk

67
68 Filed as Ordinance: _____

69
70
71 Approved as to form: Jill Burris, Assistant City Attorney

72
73
74 Approved for Council action: Jason A. Hays, City Manager

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS NO. 239

The requirements of Section 36-422 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. The following uses shall be prohibited:
 - a. Ambulance services.
 - b. Residential uses
 - c. Auction sales and flea markets entirely within enclosed buildings.
 - d. Automobile service garages.
 - e. Automobile service stations.
 - f. Automobile washing businesses, including automatic, coin-operated, and moving-line facilities.
 - g. Awning and canvas sales and rental.
 - h. Bed and breakfast.
 - i. Boarding, rooming, and lodging houses.
 - j. Bus stations.
 - k. Campgrounds and recreational vehicle parks.
 - l. Catering businesses.
 - m. Cemeteries.
 - n. Churches and other places of worship, including parish houses, and Sunday schools.
 - o. Civic, convention, and cultural centers.
 - p. Commercial gardens and/or farmers markets with retail and/or wholesale sales on-site.
 - q. Commercial off-street parking lots and structures.
 - r. Commercial outdoor recreation use group.
 - s. Day care centers
 - t. Household resource recovery collection centers
 - u. Manufactured housing (mobile home) and trailer sales, leasing and service.
 - v. Medical or comprehensive marijuana cultivation facility
 - w. Medical or comprehensive or microbusiness marijuana dispensary facility.
 - x. Medical or comprehensive marijuana-infused products manufacturing type 2 post-extraction facility.
 - y. Telecommunication Towers of any height.
 - z. miniature golf courses and driving ranges.
 - aa. Short-term rental type 3.
 - bb. Swimming pool sales and displays.
 - cc. Taxi dispatch yards and offices.
 - dd. Taxidermists.
 - ee. Temporary lodging use group.
 - ff. Temporary uses.
 - gg. Temporary vendors.
 - hh. Overnight shelters or transitional service shelters.
 - ii. Conditional Uses per Section 36-422, subsection (3).
2. The maximum floor area ratio shall not exceed 0.30.
3. The maximum structure height shall not exceed one (1) story.

4. Minimum open space: Not less than thirty (30) percent of the gross site area shall be devoted to open space including required yards and bufferyards.
5. A bufferyard type F is required along the east property line. This bufferyard shall maintain all existing native and healthy trees and vegetation and place a solid six (6) foot solid, wooden fence on the west side of the bufferyard.
6. Self-service storage facilities are only permitted behind the commercial uses and a minimum of 175' feet from the south property line of the property

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-26-2023 COD No. 239

A TRACT OF LAND LOCATED IN THE EAST ONE-HALF (E1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 15, TOWNSHIP 29 NORTH, RANGE 21 WEST, BEING DESCRIBED AS FOLLOWS:

ALL OF THE E1/2 OF THE SAID SW1/4, EXCEPT THAT PART DEEDED IN BOOK 1891 AT PAGE 2270, ALSO EXCEPT THAT PART DEEDED IN BOOK 1891 AT PAGE 2268, ALSO EXCEPT THAT PART DEEDED IN BOOK 1609 AT PAGE 1593, ALSO EXCEPT THAT PART DEED IN BOOK 1074 AT PAGE 512, ALSO EXCEPT THAT PART DEEDED IN BOOK 2258 AT PAGE 710, ALSO EXCEPT THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE SOUTHEAST CORNER OF SAID SW1/4 OF SAID SECTION 15; THENCE N00°00'00"E ALONG THE EAST LINE OF SAID SW1/4 A DISTANCE OF 841.27 FEET FOR A POINT OF BEGINNING; THENCE N90°00'00"W A DISTANCE OF 16.35 FEET TO AN EXISTING IRON PIN LOCATED ON THE WEST RIGHT-OF-WAY OF FARM ROAD #185 (LECOMPTE ROAD) AS IT NOW EXISTS; THENCE N38°44'45"W A DISTANCE OF 496.96 FEET TO AN EXISTING IRON PIN; THENCE N44°08'14"W A DISTANCE OF 371.80 FEET TO A P.K. NAIL SET IN AN EXISTING ASPHALT DRIVE; THENCE N88°50'11"W A DISTANCE OF 433.52 FEET TO AN IRON PIN SET; THENCE N0°06'09"W A DISTANCE OF 435.0 FEET TO AN IRON PIN SET; THENCE N88°50'09"W A DISTANCE OF 300.0 FEET TO AN IRON PIN SET ON THE THE WEST LINE OF SAID E1/2 OF SAID SW1/4; THENCE N0°06'03"W ALONG SAID LINE A DISTANCE OF 740.87 FEET TO AN EXISTING BOLT AT THE NORTHWEST CORNER OF SAID E1/2 OF SAID SW1/4; THENCE S88°50'11"E ALONG THE NORTH LINE OF SAID SW1/4 A DISTANCE OF 1322.01 FEET TO AN EXISTING 60D NAIL AT THE NORTHEAST CORNER OF SAID SW1/4; THENCE S0°00'00"W ALONG THE EAST LINE OF SAID SW1/4 A DISTANCE OF 1818.35 FEET TO THE POINT OF BEGINNING, ALL IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN, DEEDED OR USED FOR ROAD PURPOSES. BEARINGS ARE BASED ON THE EAST LINE OF SAID SW1/4 AS BEING N0°00'00"E.

BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 29, RANGE 21, GREENE COUNTY, MISSOURI; THENCE N01°22'24"E, ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 1332.87 FEET TO A SURVEY MONUMENT MARKING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE N01°21'40"E, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 53.74 FEET; THENCE S87°31'24"E, A DISTANCE OF 197.49 FEET; THENCE S02°06'58"W, A DISTANCE OF 1386.31 FEET TO THE SOUTH LINE OF SAID SECTION 15; THENCE N87°32'42"W, ALONG SAID SOUTH LINE, A DISTANCE OF 179.50 FEET TO THE POINT OF BEGINNING CONTAINING 6.0 ACRES AND ALL BEING IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 29, RANGE 21 IN GREENE COUNTY, MISSOURI.

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

EXHIBIT C

RECORD OF PROCEEDING

Mr. Hosmer stated that this a request to rezone approximately 6 acres of property generally located at 3601 East Chestnut Expressway from Planned Development No. 336 to HC, Highway Commercial District with Conditional Overlay No. 239. Staff and applicant is also proposing to amend COD item number 6 (will require a motion and vote).

Strike: ~~Self-service storage facilities are only permitted on the north half of the property (measured six hundred and sixty (660) feet north of the south property line.~~

Replace with: Self-Storage facilities are only permitted behind the commercial uses and a minimum of 175' from the south property line of the property.

Mr. Colony asked for clarification on the amended language, Mr. Hosmer restated the amendment to the staff report.

COMMISSION ACTION: (amendment)

Mr. Colony motioned to **strike** ~~Self-service storage facilities are only permitted on the north half of the property (measured six hundred and sixty (660) feet north of the south property line~~ and replace with Self-Storage facilities are only permitted behind the commercial uses and a minimum of 175' from the south property line of the property. Mr. Pauly seconded the motion. Ayes: Jobe, Broekhoven, Pauly, Ridge, Scott, Colony, and Gunther. Nays: None. Abstain: None. Absent: Lebeck and Knuckles.

Mr. Jobe opened the public hearing.

Mr. Geoff Butler, 4449 E. Valley noted that this was part of Planned Development 336 and with a narrow strip and believes the only practical use would self-storage with commercial up front and self-storage in the back.

Mr. Jobe closed the public hearing.

COMMISSION ACTION:

Ms. Broekhoven motioned to **approve** Z-26-2023 w/COD 239 (3601 East Chestnut Expressway) as amended. Mr. Colony seconded the motion. Ayes: Jobe, Broekhoven, Pauly, Ridge, Scott, Colony, and Gunther. Nays: None. Abstain: None. Absent: Lebeck and Knuckles.



Bob Hosmer, AICP
Planning Manager

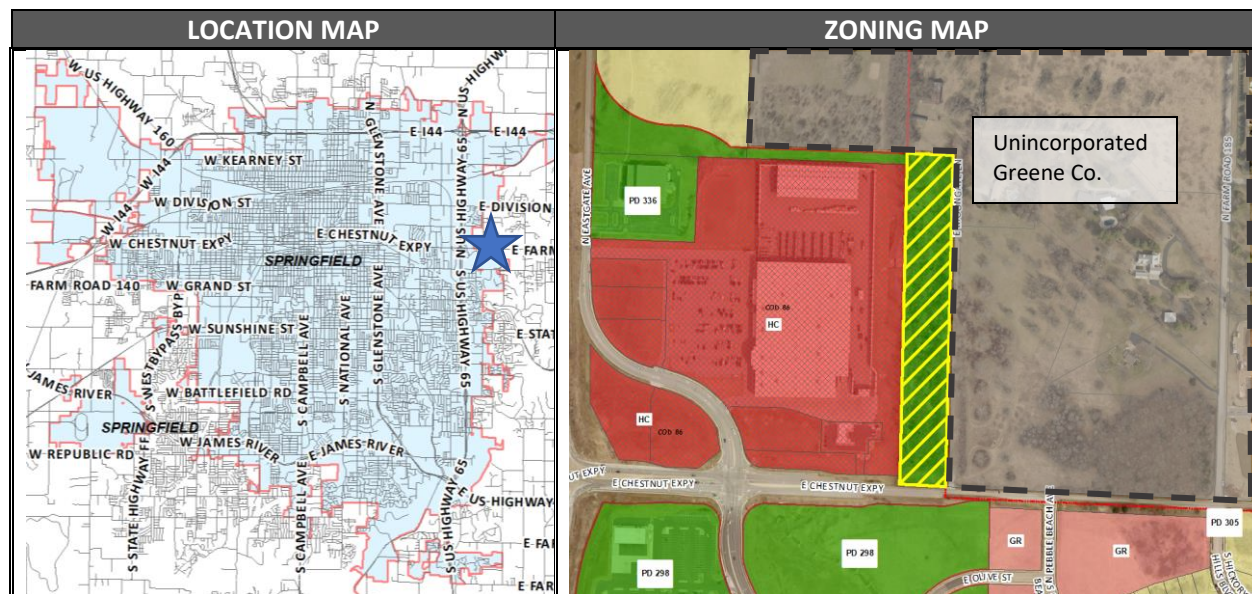
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-26-2023 with Conditional Overlay District No. 239
Location:	3601 East Chestnut Expressway
Total Acres:	6 acres
Applicant:	Joseph S. Manzardo & Kari J. Manzardo Revocable Trust
Existing Land Use:	Undeveloped land
Neighborhood Meeting:	August 15, 2023
Planning and Zoning Commission:	September 7, 2023
City Council:	October 2, 2023
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Michael Sparlin, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-26-2023 with Conditional Overlay District No. 239 as set forth in Attachment 1 (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

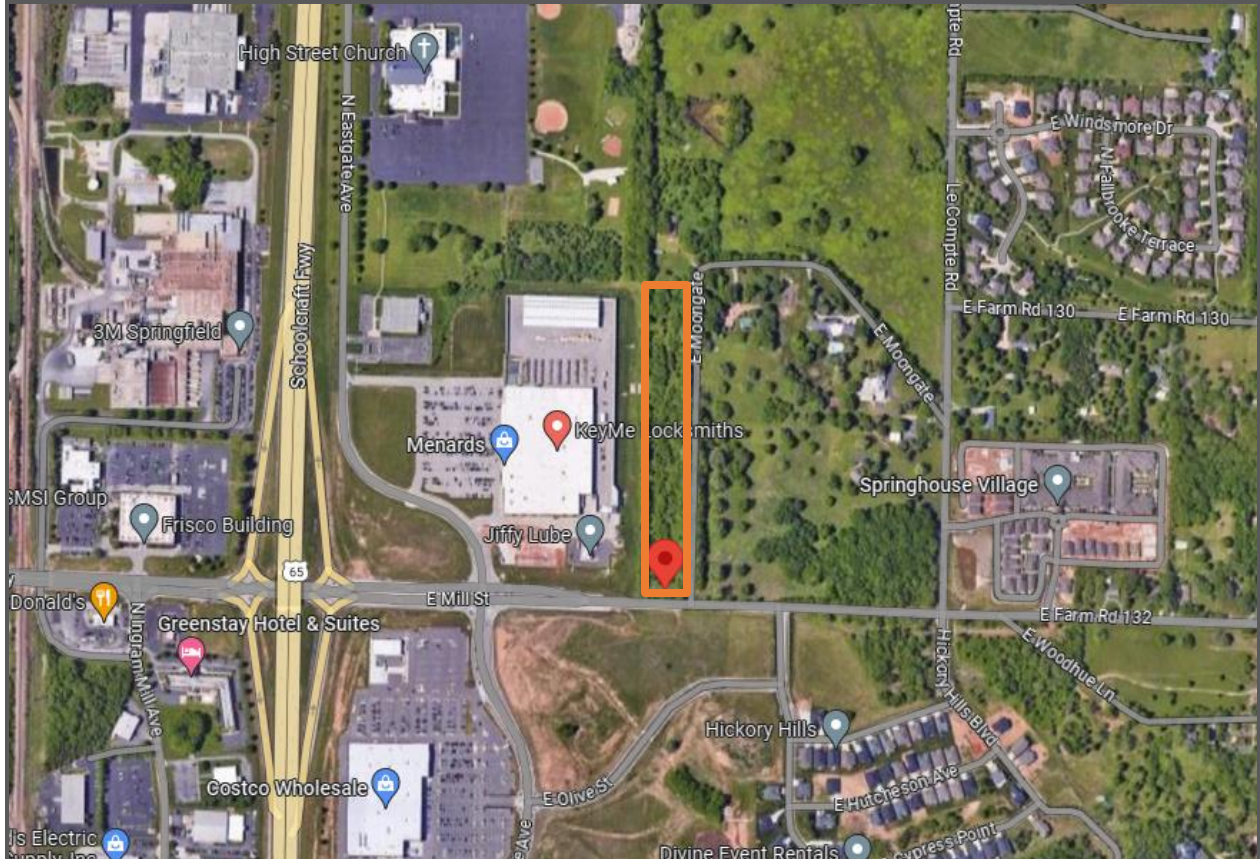
PROJECT SUMMARY:

Request to rezone approximately 6 acres of property generally located at 3601 East Chestnut Expressway from Planned Development No. 336 to HC, Highway Commercial District with Conditional Overlay No. 239.

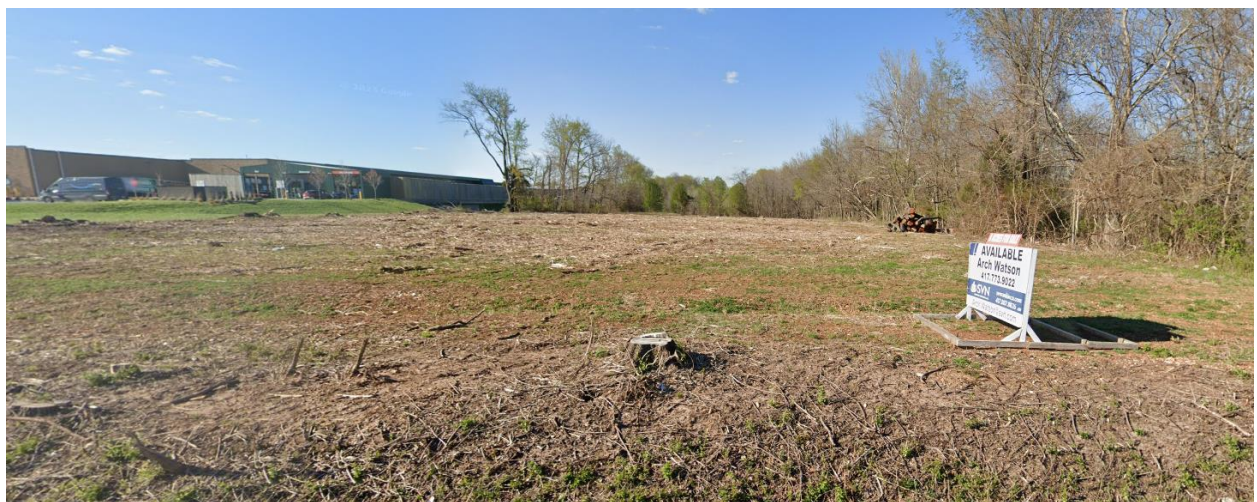


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GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



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 HC
Minimum Yard Requirements	Front yard: Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space, and yard regulations.
Maximum Height	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.
Minimum Open Space	Not less than 20 percent.
Buffering and Landscaping	A Type C bufferyard is required adjacent to property zoned R-SF.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

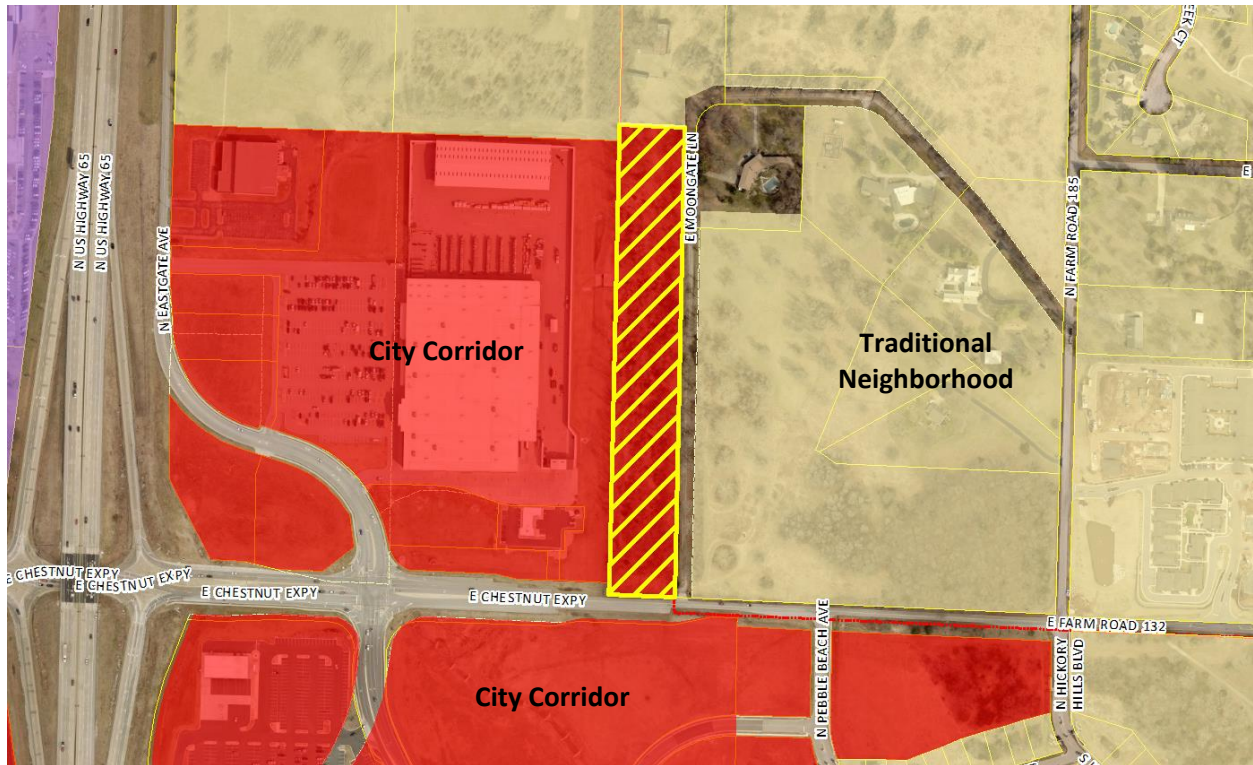
The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the City Corridor placetype. This placetype predominantly consists of commercial and service-related development varying in scale, ranging from standalone businesses to large retail centers. City Corridors are also key locations to support and encourage multi-family

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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.

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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

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MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	County A-1	PD 298	HC	A-1
LAND USE	Undeveloped Land	Undeveloped land	Single-family, undeveloped land	Home store
PLACETYPES	Traditional neighborhood	City corridor	Traditional neighborhood	City Corridor

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues. Tract has access to public sewer.

FIRE DEPARTMENT:

No objections to rezoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

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	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	E. Chestnut Expressway	Primary Arterial	City	50	22	NA	No	Yes	No

ACCESS - There are currently no driveway access points onto the property from W. Chestnut Expressway. All new or modified driveway approaches shall comply with current City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There are no bus stops along W. Chestnut Expressway near the property.

IMPROVEMENTS - No improvements are required for this rezoning. A traffic study is not required for this development.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

3601 E. Chestnut is a 6 acre lot that is completely undeveloped with 0% existing impervious area. The site drains north and south towards the middle of the tract into an existing natural channel. No existing detention or water quality Stormwater Control Measures are present. The property is in the **Pierson 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 or other Karst feature at this location. The property **does have a stream buffer on site**.

A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**.

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

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

DETENTION AND 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. The only exception to building detention is a Fee in Lieu of detention application per the City of Springfield Code and the manual dependent on approvable by the Director of Public Works.

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 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.

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

DEVELOPMENT REVIEW STAFF REPORT

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.

2. 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.

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

1. A Category D Small Tributary is present through the middle of the Lot. The rezoning triggers the requirement for recording the 60 feet wide stream buffer easement. 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.

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>

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

1. 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.

a. As-builts of the detention and water quality improvements are required. we would like the following as-built notes on the plans:

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.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 6 acres of property generally located at 3601 East Chestnut Expressway from Planned Development No. 336 to HC, Highway Commercial District with Conditional Overlay No. 239.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the City Corridor placetype. This 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.
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DEVELOPMENT REVIEW STAFF REPORT

be highly visible from Chestnut Expressway. The COD maintains the existing, healthy trees and vegetation along the east property line and places a solid, six-foot fence on the west-side of the bufferyard (development side). The COD also restricts the structure height to one-story.

4. The *Comprehensive Plan's Land Use & Development* chapter identifies office, hospitality, retail sales and service as a primary land use within the City Corridor Placetype. Personal storage is listed as a supporting land use.
5. The subject property is in an area that has recently experienced rapid development and that has affected the character of this area.
6. The subject property is a small remnant of the larger, 44-acre Planned Development No. 336 which has since been almost all rezoned to HC, Highway Commercial with COD No. 86 for the existing Menards and out-lot development.
7. 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.
8. There are changing conditions in the area affected that make the proposed rezoning necessary. This area has rapidly seen new development and this rezoning is consistent with the redevelopment that is happening in this area.
9. The range of uses in the proposed HC district and COD are compatible with the uses permitted on other property in the immediate vicinity.
10. 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.
11. The impact of the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity. This application requires a traffic study at the time of development.
12. 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.
13. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION:

DEVELOPMENT REVIEW STAFF REPORT

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's City Corridor 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.

DEVELOPMENT REVIEW STAFF REPORT

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 1

CONDITIONAL OVERLAY DISTRICT PROVISIONS NO. 239

The requirements of Section 36-422 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. The following uses shall be prohibited:
 - a. Ambulance services.
 - b. Residential uses
 - c. Auction sales and flea markets entirely within enclosed buildings.
 - d. Automobile service garages.
 - e. Automobile service stations.
 - f. Automobile washing businesses, including automatic, coin-operated, and moving-line facilities.
 - g. Awning and canvas sales and rental.
 - h. Bed and breakfast.
 - i. Boarding, rooming, and lodging houses.
 - j. Bus stations.
 - k. Campgrounds and recreational vehicle parks.
 - l. Catering businesses.
 - m. Cemeteries.
 - n. Churches and other places of worship, including parish houses, and Sunday schools.
 - o. Civic, convention, and cultural centers.
 - p. Commercial gardens and/or farmers markets with retail and/or wholesale sales on-site.
 - q. Commercial off-street parking lots and structures.
 - r. Commercial outdoor recreation use group.
 - s. Day care centers
 - t. Household resource recovery collection centers
 - u. Manufactured housing (mobile home) and trailer sales, leasing and service.
 - v. Medical or comprehensive marijuana cultivation facility
 - w. Medical or comprehensive or microbusiness marijuana dispensary facility.
 - x. Medical or comprehensive marijuana-infused products manufacturing type 2 post-extraction facility.
 - y. Telecommunication Towers of any height.
 - z. miniature golf courses and driving ranges.
 - aa. Short-term rental type 3.
 - bb. Swimming pool sales and displays.
 - cc. Taxi dispatch yards and offices.
 - dd. Taxidermists.
 - ee. Temporary lodging use group.
 - ff. Temporary uses.
 - gg. Temporary vendors.

DEVELOPMENT REVIEW STAFF REPORT

- hh. Overnight shelters or transitional service shelters.
 - ii. Conditional Uses per Section 36-422, subsection (3).
2. The maximum floor area ratio shall not exceed 0.30.
 3. The maximum structure height shall not exceed one (1) story.
 4. Minimum open space: Not less than thirty (30) percent of the gross site area shall be devoted to open space including required yards and bufferyards.
 5. A bufferyard type F is required along the east property line. This bufferyard shall maintain all existing native and healthy trees and vegetation and place a solid six (6) foot solid, wooden fence on the west side of the bufferyard.
 6. Self-service storage facilities are only permitted on the north half of the property (measured six-hundred and sixty (660) feet north of the south property line). **Self-service storage facilities are only permitted behind the commercial uses and a minimum of 175' feet from the south property line of the property.**

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: PD336 to Highway Commercial with Conditional Overlay District
2. Meeting Date & Time: Tuesday August 15th 2023 4:00 to 6:30 PM
3. Meeting Location: Moongate Lane and Chestnut (adjacent to tract)
4. Number of invitations that were sent: Twenty
5. How the mailing list was generated: City Staff
6. Number of neighbors in attendance (attach a sign-in sheet): Two
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).

Mike Lohmeyer is one of the Lohmeyer family that owns the acreage east of the tract - No objections

John Consalus is a neighbor north east of tract. No objections.

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

I did have a phone conversation with Audrey Garard who lives northeast of the tract on Moongate lane. We discussed the rezoning and that this allowed the same uses which the PD allowed but also added self storage to the zoning uses. She prefers self storage to any sort of commercial use which would have more traffic.

I, Geoffrey H. Butler (print name), attest that the neighborhood meeting was held on August 15th, 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

Geoffrey H. Butler

Printed name of person completing affidavit

NEIGHBORHOOD MEETING - SIGN IN SHEET REZONING 3601 E CHESTNUT

AUG 13, 2023 - 4:00 PM - 6:30 PM

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE #</u>
MIKE LOHMEYER	1524 E COUNTY LINE RD REGINA, MO 65743	417-543-3522
JOHN CONSALUS	497 N FR 185	417 865 3607

Sparlin, Michael

From: Ballard, James <James.Ballard@CommerceBank.com>
Sent: Friday, August 18, 2023 2:58 PM
To: Zoning@springfieldmo.gov
Subject: Proposed Zoning Changes to 3601 E Chestnut

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Good afternoon.

My family and I own the property located at 3774 E Moongate Ln., Springfield, MO 65802. I'm writing to you regarding the proposed zoning changes to 3601 E Chestnut and associated plans called Moongate Plaza Storage. We did not receive written notice of the neighborhood meeting that took place last week, but received information about the proposed changes from a neighbor.

It would not be our preference to rezone this area as we're concerned about it negatively affecting our property values. I also have concerns about water drainage and whether this property would create flooding on our properties and cause the continued deterioration of our private road. However, should the rezoning be approved, we'd request the following changes in the proposed plans.

1. That the name Moongate not be used for this commercial property. We do not want our address and neighborhood to be confused as being affiliated with the storage facilities.
2. That the private drive, Moongate Lane, remain in vegetive appearance as it does today. We want the trees to remain on the west side of the road as well as all the overgrowth and undergrowth. This currently provides a buffer between our residential homes and the commercial development on Chestnut. The vegetation helps views from our homes, acts as a sound barrier, and helps with water drainage.
3. That a decorative, ornamental, or attractive privacy fence of some kind that is not chain link be used.
4. That the buildings be single story and attractive in style and color that blends in with the landscape.

Thank you for your time and attention to this matter.



James M Ballard
Private Client Advisor II
1345 E. Battlefield St
Springfield Missouri 65804
417-837-5263 | F 417-837-5293

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Sparlin, Michael

From: Audrey Garard <agarard@groomsinc.com>
Sent: Friday, August 18, 2023 2:19 PM
To: Zoning@springfieldmo.gov
Subject: rezoning 3601 E Chestnut

****CAUTION**** This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Hello, I am writing to you concerning the proposed zoning changes to the plans called Moongate Plaza storage. We were unable to attend the neighborhood meeting, but I do appreciate your time in discussing the details with me over the phone. While we are not thrilled with the idea of storage units next to our property, we do realize that it is a less offensive option than other things that could be built there. We are concerned about the potential for this type of development to negatively affect our property values along with our other neighbors on Moongate Lane. Our request would be that our private drive Moongate Lane would remain in vegetive appearance as it does today. We want the trees to remain on the west side of the road as well as all the overgrowth and undergrowth. This currently provides a buffer between our residential homes and commercial development. The vegetive barrier helps views from our living rooms and patios of Menards in the summer and helps a little in the winter. You wouldn't believe the sound barrier the leaves and vegetation create in the summer from the highway traffic on 65. I would like to request a decorative or ornamental fence of some kind that is not chain link with Razor wire to make it look more attractive and not like a typical storage unit facility. We were concerned about light pollution and appreciate your feedback and Joey's that there would not be light post only lighting on the west side on the buildings themselves. We desire that the buildings themselves be single story and attractive in style and color that blends in with the landscape as best as possible. I feel strongly that the area that is the stream buffer that has been cleared will be addressed and that water is managed properly over the Moongate. It is not in great shape and continues to deteriorate and be washed out when it rains heavily, or the ground is saturated. Roads are expensive to fix, and we don't need more issues than we currently have. My final request sounds silly, but I am hoping that the name of this storage facility be called anything other than Moongate storage or Moongate Plaza. I know that is near Moongate drive but we don't want our address or Moongate Estates where we live to be wrapped up or affiliated with a storage facility of commercial properties.

Audrey Garard and Jonathan Garard

Owner
Office: 417-883-4646
Mobile: 417-818-8998
1285 E Montclair St | Springfield, MO 65804





EXPLANATION TO COUNCIL BILL 2023-237 (CARROLL)

FILED: 09/11/2023

ORIGINATING DEPARTMENT: Health

TITLE: A special ordinance authorizing the City Manager, or his designee, to accept a Musgrave Foundation Grant from the Community Foundation of the Ozarks in the amount of \$39,604 for use by the Springfield-Greene County Health Department to implement the Family Connects Program to offer no-cost home visits to parents of newborns in Greene County, Missouri and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget in the amount of \$39,604 to appropriate the grant funds.

PURPOSE: Authorizing the City Manager, or his designee, to accept a Musgrave Foundation Grant from the Community Foundation of the Ozarks in the amount of \$39,604 for use by the Springfield-Greene County Health Department to implement the Family Connects Program to offer no-cost home visits to parents of newborns in Greene County, Missouri and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget in the amount of \$39,604 to appropriate the grant funds.

BACKGROUND INFORMATION: The Springfield-Greene County Health Department ("SGCHD") has the opportunity to accept a \$39,604 Musgrave Foundation Grant from the Community Foundation of the Ozarks ("CFO"). This funding will be used to support the implementation and operation of the Family Connects Program, which identifies and aligns community services that support families and young children, resulting in improved communication and continuity across service providers. Through this alignment, the Family Connects Program also identifies gaps between family needs and available community resources. Family Connects aims to reach at least 60 to 70 percent of families with newborns in each community it serves. Through the Family Connects Program, SGCHD will offer newborn and postpartum health assessments to systematically assess family needs, provide supportive guidance, and link Greene County families to community resources, as needed and desired.

This budget adjustment accepts the increase in funds and budgets the amount of \$39,604 in expenditures in the SGCHD Fiscal Year 2023-2024.

REMARKS: The Springfield-Greene County Health Department recommends approval of this Council bill and budget adjustment appropriating the grant funds.

Submitted By: Brad Stulce, Public Health Resource Manager

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



Collin Quigley, Deputy City Manager 9/15/2023

- Attachments:**
1. Musgrave Foundation Grant_Ord
 2. Musgrave Foundation Grant BA_Exh A

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 09-26-23

Sponsored by: Carroll

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-237

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a Musgrave Foundation
2 Grant from the Community Foundation of the Ozarks in the amount of
3 \$39,604 for use by the Springfield-Greene County Health Department
4 to implement the Family Connects Program to offer no-cost home
5 visits to parents of newborns in Greene County, Missouri and to enter
6 into necessary agreements to carry out the grant; and amending the
7 Fiscal Year 2023-2024 budget in the amount of \$39,604 to
8 appropriate the grant funds.
9 _____

10
11 WHEREAS, the Springfield-Greene County Health Department ("SGCHD") has
12 the opportunity to accept a \$39,604 Musgrave Foundation Grant from the Community
13 Foundation of the Ozarks ("CFO"); and
14

15 WHEREAS, this funding will be used to support the implementation and
16 operation of the Family Connects Program, which identifies and aligns community
17 services that support families and young children, resulting in improved communication
18 and continuity across service providers; and
19

20 WHEREAS, through the Family Connects Program, SGCHD will offer newborn
21 and postpartum health assessments to systematically assess family needs, provide
22 supportive guidance, and link Greene County families to community resources, as
23 needed and desired.
24

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

28 Section 1 – The City Manager, or his designee, is hereby authorized to accept
29 grant funds in the amount of \$39,604 from the Community Foundation of the Ozarks
30 and to execute contracts necessary to carry out the intent of this grant on forms
31 approved by the City Attorney.
32

33 Section 2 – The Fiscal Year 2023-2024 budget of the Springfield-Greene County
34 Health Department is hereby amended in the accounts and in the amounts as shown on
35 Budget Adjustment No. 022, a copy of which is attached hereto and incorporated herein
36 by reference as “Exhibit A.”
37

38 Section 3 – City Council finds that the budget adjustment made above has been
39 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. In the event additional funding
43 is provided under this grant by the grantor, the Director of Finance is hereby authorized
44 to adjust this appropriation by an amount not to exceed 20 percent.
45

46 Section 5 – This Ordinance shall be in full force and effect from and after
47 passage.
48

49
50 Passed at meeting: _____
51

52 _____
53 Mayor
54

55 Attest: _____, City Clerk
56

57 Filed as Ordinance: _____
58

59 Approved as to form: Mary B. Bozarth, Assistant City Attorney
60

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
022

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27280	11	53590	416030	103246		\$ 39,604	Musgrave Foundation Grant from Community Foundation of the Ozarks for the Family Connects Program
Net Revenue Adjustment						\$ 39,604	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27280	11	53590	501260	103246		\$ 39,604	Musgrave Foundation Grant from Community Foundation of the Ozarks for the Family Connects Program
Net Expenditure Adjustment						\$ 39,604	

Fund Balance Appropriation:

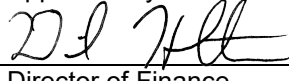
Fund	Title	Amount

Explanation: To amend the FY24 budget by appropriating grant funds from the Musgrave Foundation through the Community Foundation of the Ozarks for the Family Connects Program.

Requested By:


Department Head 9-26-2023
Date

Approved By:


Director of Finance 9-26-2023
Date

Authorization:

City Manager Date

Council Bill No. 2023-237
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-238 (LEE)

FILED: 09/12/2023

ORIGINATING DEPARTMENT: Health

TITLE: A special ordinance authorizing the City Manager, or his designee, to accept a grant from the Missouri Children's Trust Fund in the amount of \$100,000 for use by the Springfield-Greene County Health Department to implement the Family Connects Program to offer no-cost home visits to parents of newborns in Greene County, Missouri and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget in the amount of \$100,000 to appropriate the grant funds.

PURPOSE: Authorizing the City Manager, or his designee, to accept a grant from the Missouri Children's Trust Fund in the amount of \$100,000 for use by the Springfield-Greene County Health Department to implement the Family Connects Program to offer no-cost home visits to parents of newborns in Greene County, Missouri and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2023-2024 budget in the amount of \$100,000 to appropriate the grant funds.

BACKGROUND INFORMATION: The Springfield-Greene County Health Department ("SGCHD") has the opportunity to accept \$100,000 in funding from the Missouri Children's Trust Fund ("CTF"), a Missouri non-profit corporation. This funding will be used to support the implementation and operation of the Family Connects Program, which identifies and aligns community services that support families and young children, resulting in improved communication and continuity across service providers. Through this alignment, the Family Connects Program also identifies gaps between family needs and available community resources. Family Connects aims to reach at least 60 to 70 percent of families with newborns in each community it serves. Through the Family Connects Program, SGCHD will offer newborn and postpartum health assessments to systematically assess family needs, provide supportive guidance, and link Greene County families to community resources, as needed and desired.

This budget adjustment accepts the increase in funds and budgets the amount of \$100,000 in expenditures in the SGCHD Fiscal Year 2023-2024.

REMARKS: The Springfield-Greene County Health Department recommends approval of this Council bill and budget adjustment appropriating the grant funds.

Submitted By: Brad Stulce, Public Health Resource Manager

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



Collin Quigley, Deputy City Manager 9/15/2023

- Attachments:**
1. Children's Trust Fund Grant_Ord
 2. Children's Trust Fund Grant BA_Exh A

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 09-26-23

Sponsored by: Lee

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-238

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a grant from the
2 Missouri Children's Trust Fund in the amount of \$100,000 for use by
3 the Springfield-Greene County Health Department to implement the
4 Family Connects Program to offer no-cost home visits to parents of
5 newborns in Greene County, Missouri and to enter into necessary
6 agreements to carry out the grant; and amending the Fiscal Year
7 2023-2024 budget in the amount of \$100,000 to appropriate the grant
8 funds.
9 _____

10
11 WHEREAS, the Springfield-Greene County Health Department ("SGCHD") has
12 the opportunity to accept \$100,000 in funding from the Missouri Children's Trust Fund
13 ("CTF"), a Missouri non-profit corporation; and
14

15 WHEREAS, this funding will be used to support the implementation and
16 operation of the Family Connects Program, which identifies and aligns community
17 services that support families and young children, resulting in improved communication
18 and continuity across service providers; and
19

20 WHEREAS, through the Family Connects Program, SGCHD will offer newborn
21 and postpartum health assessments to systematically assess family needs, provide
22 supportive guidance, and link Greene County families to community resources, as
23 needed and desired.
24

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

28 Section 1 – The City Manager, or his designee, is hereby authorized to accept
29 grant funds in the amount of \$100,000 from the Missouri Children's Trust Fund and to
30 execute contracts necessary to carry out the intent of this grant on forms approved by
31 the City Attorney.
32

33 Section 2 – The Fiscal Year 2023-2024 budget of the Springfield-Greene County
34 Health Department is hereby amended in the accounts and in the amounts as shown on
35 Budget Adjustment No. 023, a copy of which is attached hereto and incorporated herein
36 by reference as “Exhibit A.”
37

38 Section 3 – City Council finds that the budget adjustment made above has been
39 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. In the event additional funding
43 is provided under this grant by the grantor, the Director of Finance is hereby authorized
44 to adjust this appropriation by an amount not to exceed 20 percent.
45

46 Section 5 – This Ordinance shall be in full force and effect from and after
47 passage.
48

49
50 Passed at meeting: _____
51

52 _____
53 Mayor
54

55 Attest: _____, City Clerk
56

57 Filed as Ordinance: _____
58

59 Approved as to form: Mary B. Bozarth, Assistant City Attorney
60

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
023

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27010	11	53590	416020	103246		\$ 100,000	Missouri Children's Trust Fund Grant for Family Connects Program
Net Revenue Adjustment						\$ 100,000	

Expenditures:

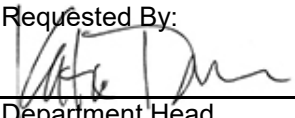
Fund	Dept	Org	Account	P&G	Location	Amount	Description
27010	11	53590	500110	103246		\$ 100,000	Missouri Children's Trust Fund Grant for Family Connects Program
Net Expenditure Adjustment						\$ 100,000	

Fund Balance Appropriation:

Fund	Title	Amount

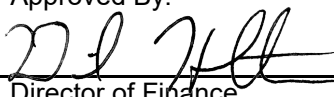
Explanation: To amend the FY24 budget by appropriating grant fund from the Missouri Children's Trust Fund grant for the Family Connects Program.

Requested By:



Department Head 9-26-2023
Date

Approved By:



Director of Finance 9-26-2023
Date

City Manager Date

Authorization:

Council Bill No. 2023-238
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-239 (JENSON)

FILED: 09/14/2023

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance approving a Petition to Establish the Brody Corners Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City of Springfield, the Brody Corners Community Improvement District, and West Sunshine Development, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development and the Missouri State Auditor of the creation of the District. (Staff recommends approval.)

PURPOSE: To adopt a special ordinance approving the Petition to Establish the Brody Corners Community Improvement District and authorizing the City Manager, on behalf of the City, to execute a Cooperative Agreement between the City of Springfield, Brody Corners Community Improvement District, and West Sunshine Development, LLC (Staff recommends approval.)

BACKGROUND INFORMATION: In 2022, the City of Springfield entered into a Tax Increment Financing Redevelopment Agreement ("TIF Redevelopment Agreement") with West Sunshine Development, LLC. Said agreement specified the terms and conditions for the development and operation of the Brody Corners Tax Increment Financing District ("Brody Corners TIF"), which was approved by the City Council on March 7, 2022, by Special Ordinance 27662. One of the key provisions of the agreement included an obligation of the West Sunshine Development, LLC ("the Developer") to pursue establishment of a community improvement district as a supplementary funding source to accelerate reimbursement of the public improvements funded by the Brody Corners TIF.

Pursuant to the TIF Redevelopment Agreement, the owners of real property within the Brody Corners TIF have filed with the Springfield City Clerk, in accordance with Sections 67.1401 to 67.1571, RSMo ("CID Act"), the Petition to Establish the Brody Corners Community Improvement District. The proposed District comprises approximately 28.65 acres generally located near the northwest corner of the intersection of West Sunshine Street and James River Freeway. The District will be a political subdivision of the State of Missouri and have a life of 27 years. It will be governed by a five-member board of directors that will initially consist of Bo Chastain, Kim Childers, Tom Kisse, Mike Seitz, and Sara Turner. All successor directors will be appointed by the Mayor with the consent of the City Council.

The Brody Corners Community Improvement District will have the authority to impose a sales and use tax at a maximum rate of one percent (1%) on all retail sales made within the District that are subject to taxation pursuant to state law. Such tax shall be subject

to the approval of the qualified voters within the District by a mail-in ballot election. If approved, the revenues from the District sales tax shall be used to accelerate reimbursement of approximately \$6.6 million of public improvements funded by the Brody Corners TIF. Such improvements include excavation and site preparation, public utilities, sanitary sewer and stormwater facilities, street improvements, and related professional and financing fees.

The Cooperative Agreement between the City of Springfield, Brody Corners Community Improvement District, and West Sunshine Development, LLC specifies how the District sales and use tax revenue will be collected and disbursed. Under this agreement, the Missouri Department of Revenue will collect the District sales and use tax and deposit the revenues into a special trust account created by the District. Half of the revenues will be transferred to the Brody Corners TIF special allocation fund as economic activity taxes ("EATs"), which will be used to reimburse the public improvements funded by the TIF. The remaining half of the revenues will be retained by the District. Those funds will be used to further reimburse the public improvements as well as to fund ongoing operating costs of the CID. Prior to disbursement of funds, the Developer shall submit a Certificate of Completion and Reimbursable Project Costs to the City and the District, verifying the CID Projects are completed and the reimbursable costs are indeed associated with the CID Projects. Documentation in the form of receipts, invoices, etc. will be required to confirm that the costs were in fact incurred and paid. In order to reimburse the City for its costs associated with establishing the District, reviewing reimbursable project costs and annual budgets, and performing other duties for the operations of the District, the Cooperative Agreement provides for the City to receive payment of an administrative fee equal to one and one-half percent (1.5%) of the District sales and use tax revenues on a quarterly basis.

REMARKS: The Springfield City Clerk has reviewed the Petition and determined that it substantially complies with Sections 67.1401 to 67.1571, RSMo, the Community Improvement District Act. 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 9/29/2023

Attachments:

1. Brody Corners CID_Ord
2. Brody Corners CID_exh1 amended petition
3. Brody Corners CID_exh2 (alternate) (v2)

One-rdg. _____
P. Hrngs. _____
Pgs. 51
Filed: 09-26-23

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-239

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a Petition to Establish the Brody Corners Community Improvement
2 District; authorizing the City Manager to execute a Cooperative
3 Agreement between the City of Springfield, the Brody Corners
4 Community Improvement District, and West Sunshine Development,
5 LLC; and directing the City Clerk to notify the Missouri Department of
6 Economic Development and the Missouri State Auditor of the creation
7 of the District. (Staff recommends approval.)
8 _____
9

10 WHEREAS, Sections 67.1401 to 67.1571 RSMo. (the "CID Act") authorize the
11 governing body of any municipality, as defined in the CID Act, to adopt an ordinance
12 establishing a community improvement district upon receipt of a proper petition
13 requesting the formation of such a district and after a public hearing on formation of the
14 district; and
15

16 WHEREAS, on August 23, 2023, a Petition ("Petition") to Establish the Brody
17 Corners Community Improvement District (the "District") was filed with the City Clerk;
18 and
19

20 WHEREAS, the City Clerk verified that the Petition complied with the CID Act,
21 and a public hearing was set with all proper notice being given in accordance with the
22 CID Act or other applicable law; and
23

24 WHEREAS, City Council held a public hearing on October 2, 2023, at which all
25 persons interested in the formation of the District were allowed an opportunity to speak
26 and at which time City Council heard all protests and received all endorsements.
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 Brody Corners Community Improvement District is hereby
32 created within the City of Springfield, Missouri, as a political subdivision of the State of
33 Missouri, having the powers and purposes set forth in the Petition, the original of which

is on file with the City Clerk and a copy of which is attached hereto and incorporated herein by this reference as "Exhibit 1."

Section 2 – Pursuant to the Petition, the existence of the District shall automatically terminate if the District has not, within six months of passage of this Ordinance, duly approved and executed a binding Cooperative Agreement with the City, in substantially the same form as attached hereto as "Exhibit 2."

Section 3 – The City Manager, or his designee, is hereby authorized to enter into the Cooperative Agreement, in substantially the same form presented as "Exhibit 2," and to do all things reasonable and convenient to comply with the terms and intent of this Ordinance.

Section 4 – The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development and the Missouri State Auditor the report specified in Subsection 6 of Section 67.1421 of the Community Improvement District Act, and to further notify the office of the Greene County Clerk of the District's Petition and establishment.

Section 5 – The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes, or additions to the foregoing documents herein approved, authorized, and confirmed which they may approve, and the execution of such action shall be conclusive evidence of such necessity or advisability.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Bennis, Assistant City Attorney

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

**AMENDED PETITION TO ESTABLISH THE
BRODY CORNERS
COMMUNITY IMPROVEMENT DISTRICT**

Springfield, Greene County, Missouri

Submitted September 22, 2023

**AMENDED PETITION TO ESTABLISH THE
BRODY CORNERS COMMUNITY IMPROVEMENT DISTRICT**

To the City Council of the City of Springfield, Greene County, Missouri (the "City")

The undersigned (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 Brody Corners 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 Brody Corners 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 states 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 is attached hereto as **Exhibit C**.

2. Name of District.

The name of the proposed District is the "Brody Corners 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.

The District will be governed by a Five (5) member board of directors (the "Board").

A. 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) At least one Director must not be an Owner, Owner Representative, or Business Owner and must meet all of the following
 - (a) Be a resident of the City of Springfield who satisfies all of following requirements:
 - (b) is 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) has no financial interest in any real property or business operating within the District; and
 - (d) is not a relative within the second degree of consanguinity or affinity to an owner of real property or a business operating in the District.

B. 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.

C. Except for the initial Directors which are named, approved, and appointed by way of the City's written acceptance 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.

D. The Petitioners hereby propose the following slate of Directors:

NAME	TYPE	TERM
Mike Seitz	Owner Representative	4 Years
Bo Chastain	Resident of City of Springfield	4 Years
Sara Turner	Owner Representative	2 Years
Kim Childers	Owner Representative	2 Years
Tom Kisse	Owner Representative	2 Years

- E. 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.
- F. 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 Article, 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.
- G. In the event for any reason all the Directors resign, become incapacitated, or are otherwise unable to serve their respective terms, the Mayor shall appoint new Directors to serve on the Board as provided herein with the advice and consent of the City Council.

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 real property located within the District is \$236,740.00

9. Determination of Blight.

The area within the District was declared a blighted area as that term is defined in Section 99.805(1), RSMo. pursuant to Special Ordinance 27662 of the City of Springfield on or about March 7, 2022.

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) 27 years 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, as such term is defined on Exhibit D attached hereto, and including Exhibits D-1 and D-2, is reimbursed by the CID Sales and Use 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 of one percent (1%), 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.

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 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

[Remainder of page left intentionally blank. Signature Pages follow]

Signature Page to Amended Petition to Establish the Brody Corners Community Improvement District

The undersigned requests that the City Council of the City of Springfield, Missouri establish the Brody Corners Community Improvement District according to the preceding Petition.

Name of Owner: West Sunshine Development, LLC

Owner's Telephone Number: _____

Owner's Mailing Address: 3800 S. Fremont Ave., Springfield, MO 65804

If Signer is different from Owner

Name and Title of Signer: Mike Seitz

Basis of Signer's Legal Authority to Sign: Managing Member

Signer's Telephone Number: (417) 881-3903

Signer's Mailing Address: 3800 S. Fremont Ave., Springfield, MO 65804

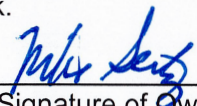
If the Owner is an individual, state if owner is single or married: _____

If Owner is not an individual, state what type of entity: Limited liability company

Owner's Property within District

Parcel Number	Assessed Value	Map
1701200119	\$22,887	Lot #5 on Exhibit B
1701200118	\$85,688	Lot #4 on Exhibit B
1701100102	\$9,704	Lot #2 on Exhibit B
1701100103	\$9,429	Lot #3 on Exhibit B

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above. Signatures may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

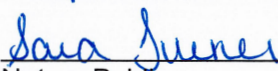
By: 
Signature of Owner or Person Signing for Owner

9-7-23
Date

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

Before me personally appeared Mike Seitz, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 7 day of September, 2023.


Notary Public

My commission expires: 7-6-26



Signature Page to Amended Petition to Establish the Brody Corners Community Improvement District

The undersigned requests that the City Council of the City of Springfield, Missouri establish the Brody Corners Community Improvement District according to the preceding Petition.

Name of Owner: West Sunshine Property Owners' Association, Inc.

Owner's Telephone Number: _____

Owner's Mailing Address: 3800 S. Fremont Ave., Springfield, MO 65804

If Signer is different from Owner

Name and Title of Signer: Mike Seitz

Basis of Signer's Legal Authority to Sign: Director

Signer's Telephone Number: (417) 881-3903

Signer's Mailing Address: 3800 S. Fremont Ave., Springfield, MO 65804

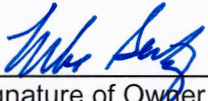
If the Owner is an individual, state if owner is single or married: _____

If Owner is not an individual, state what type of entity: Nonprofit corporation

Owner's Property within District

Parcel Number	Assessed Value	Map
1701200121	\$1,556	Common Grounds B on Exhibit B
1701200120	\$84,315	Common Grounds A on Exhibit B

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above. Signatures may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

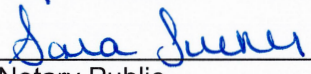
By: 
Signature of Owner or Person Signing for Owner

9-7-23
Date

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

Before me personally appeared Mike Seitz, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 7 day of September, 2023.


Notary Public

My commission expires: 7-6-26



CLERK'S RECEIPT OF PETITION

This Amended Petition to establish the Brody Corners Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 22nd day of September, 2023.

[SEAL]

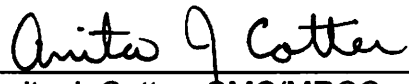

Anita J. Cotter, ~~CMC~~/MRCC
City Clerk



EXHIBIT A

District Legal Description

ALL OF THE RECORD PLAT OF BRODY'S CORNERS, AS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR GREENE COUNTY, MISSOURI, EXCLUDING LOT 8 THEREOF, AND INCLUDING ALL SANITARY SEWER AND UTILITY EASEMENTS, PUBLIC RIGHTS OF WAY, AND COMMON GROUNDS AS DESIGNATED ON SAID PLAT.

EXHIBIT B
Map of District Boundaries

[Follows]

EXHIBIT C

List of Owners of Real Property within District

Parcel ID: 1701200121	West Sunshine Property Owners' Association
Parcel ID: 1701200120	West Sunshine Property Owners' Association
Parcel ID: 1701200119	West Sunshine Development, LLC
Parcel ID: 1701200118	West Sunshine Development, LLC
Parcel ID: 1701200117	KG Store 2402 LLC
Parcel ID: 1701100102	West Sunshine Development, LLC
Parcel ID: 1701100103	West Sunshine Development, LLC

EXHIBIT D
Five-Year Plan

1. **Purpose of the District.** The purposes of the District are to:
 - A. Provide or cause to be provided for the benefit of the District, certain CID Projects as described in this Exhibit;
 - B. 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;
 - C. Provide supplemental funding and support for the Brody Corners Tax Increment Financing Plan; and,
 - D. Provide for ongoing administrative activities (e.g. accounting, communications, reporting) as are required by the Act and the Cooperative Agreement.
2. **CID Projects and Estimated Costs**
 - A. **CID Projects.** The District will fund certain improvements associated with the development as described in Exhibit D-1. The improvements to be funded by the District are consistent with the Brody Corners Tax Increment Financing Plan. The estimated costs of the CID Projects 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 amounts identified as Reimbursable Project Costs on this Exhibit D-1 and only for the line items described therein (the "Reimbursable Project Costs").
 - B. **Operating Costs.** The District may fund and provide for the operating costs of the District, which may include (a) accounting services, legal services, bookkeeping services and recordkeeping services associated with the administration and operation of the District ("Administrative Services"), and (b) costs incurred in order to comply with state laws regarding the operation of the District as a political subdivision of the state.
3. **Budget.** The anticipated sources of funds to pay the costs, the anticipated terms of the sources of funds to pay the costs, and the estimated five-year budget are set forth in the attached Exhibit D-2.

EXHIBIT D-1
Estimated CID Project Costs

Uses	Project Costs	Reimbursable Project Costs ¹
1. Land Acquisition Costs	\$1,800,000.00	\$0.00
2. Cost of Buildings	\$20,500,000.00	\$0.00
3. Professional Fees	\$150,000.00	\$150,000.00
4. Financing Fees	\$300,000.00	\$300,000.00
5. Parking Lot	\$500,000	\$0.00
6. Lighting	\$125,000.00	\$0.00
7. Signage	\$75,000.00	\$0.00
8. Sitework:	\$3,020,225.00	\$2,437,162.00
9. Offsite Fresh Water	\$303,048.00	\$303,048.00
10. Offsite Road Improvements	\$252,467.00	\$252,467.00
TOTAL:	\$27,025,740.00	\$3,442,677.00
Total Cost of Project: \$27,025,740.00		
Total Reimbursable Costs: \$3,442,677.00		

¹ The Reimbursable Projects Costs will be reimbursed by the TIF and the CID with interest at a rate not to exceed 6% per annum on the outstanding balance as per the TIF Redevelopment Agreement between the City of Springfield and the West Sunshine Development, LLC dated as of March 7, 2022.

EXHIBIT D-2
Five-Year Budget with Anticipated Sources of Funds and Terms of Sources of Funds

Five Year Budget

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues					
Sales Tax	\$24,250	\$48,500	\$48,500	\$72,750	\$97,000
Uses					
Transfer to Special Allocation Fund under TIF Plan	\$12,125	\$24,250	\$24,250	\$36,375	\$48,500
Public Improvements	\$8,000	\$18,750	\$18,750	\$30,875	\$43,000
Cost of Formation Reimbursement	\$2,125	\$2,500	\$2,500	\$2,500	\$2,500
Administration & Operating Costs	\$0	\$1,000	\$1,000	\$1,000	\$1,000
District Insurance	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000

Notes:

District revenues are based on sales projections and CID revenue projections in the TIF Plan, rounded to the nearest hundred. This budget assumes annual District revenues that result from a 1.0% sales tax.

Half of all District sales tax revenues are captured as Economic Activity Taxes by the TIF Plan and are transferred to the Special Allocation Fund and expended as TIF revenues in accordance with the TIF Plan and TIF Agreement.

The Board of Directors will prepare and adopt an annual District budget in accordance with applicable state law and the requirements of the Petition.

City Clerk Verification

Pursuant to Section 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), I, Anita J. Cotter, City Clerk of Springfield, Missouri, state the following:

1. An amended petition to establish the Brody Corners Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 22nd day of September 2023.
2. I have reviewed the amended petition and have determined on September 22, 2023, which does not exceed ninety days after receipt of the petition, that the amended petition substantially complies with the requirements of Section 67.1421.2 of the CID Act.

Date: 9-22-23


Anita J. Cotter, CMC/MRCC
City Clerk

COOPERATIVE AGREEMENT
among the
CITY OF SPRINGFIELD, MISSOURI,
and
BRODY CORNERS
COMMUNITY IMPROVEMENT DISTRICT
and
WEST SUNSHINE DEVELOPMENT, LLC
dated as of
_____, 2023

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Agreement”), entered into as of this ____ day of _____, 2023, among the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the “**City**”), the **BRODY CORNERS COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the “**District**”), and **WEST SUNSHINE DEVELOPMENT, LLC** (the “**Developer**”) (the City, District and Developer being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires).

WITNESSETH:

WHEREAS, on March 7, 2022, the City Council of Springfield, Missouri (the “**City Council**”) adopted Special Ordinance 27662, which approved the Brody Corners Tax Increment Financing Plan (the “**Redevelopment Plan**”) describing a proposed redevelopment project (the “**Redevelopment Project**”), and which authorized the City to enter into a redevelopment agreement (the “**Redevelopment Agreement**”) with the Developer; and

WHEREAS, on March 7, 2022, the City Council also adopted Special Ordinance 27663, which approved the Redevelopment Project described in the Redevelopment Plan; and

WHEREAS, the Redevelopment Agreement was executed on March 29, 2022; and

WHEREAS, the terms of the Redevelopment Plan and Redevelopment Agreement contemplated that the Developer would petition the City to establish a community improvement district (“**CID**”) to assist in funding reimbursable project costs associated with implementation of the Redevelopment Project; and

WHEREAS, on _____, 2023, the owners of record of more than fifty percent (50%) by assessed value of the real property within the boundaries of 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 filed the “Petition to Establish the Brody Corners Community Improvement District” (the “**Initial Petition**”), which proposed formation of the District; and

WHEREAS, on _____, 2023, the owners of record of more than fifty percent (50%) by assessed value of the real property within the boundaries of 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 filed the “Amended Petition to Establish the Brody Corners Community Improvement District” (the “**Petition**”), which amended the legal description of the District; and

WHEREAS, the City Council adopted Special Ordinance _____, which approved the Petition and established the District, on _____, 2023; and

WHEREAS, the Petition requires the District and the Developer to enter into an agreement with the City which 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; and

WHEREAS, the City, the District, and the Developer desire to enter into this Agreement to set forth the Parties' duties and obligations with respect to the administration, enforcement, and operation of the District.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: RECITALS, EXHIBITS, AND DEFINITIONS

Section 1.1 Recitals and Exhibits.

The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2 Definitions.

Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

"Administrative Fee" means that amount of the CID Sales Tax Revenue that the City shall receive as reimbursement for the reasonable and actual expenses incurred by the City for performing certain administrative duties of the District, including establishing the District, reviewing the District's annual budgets and reports required to be submitted to the City, and administering and accounting for the CID Sales Tax, pursuant to Section 3.3 of this Agreement.

"CID Act" means the Missouri Community Improvement District Act, Sections 67.1401, *et seq.*, RSMo., as amended.

"CID Projects" means the services and public improvements within the District, eligible under the CID Act, that are provided for and constructed for, or in connection with, the District, as described in **Exhibit "A-1"** attached hereto.

"CID Sales Tax" means the sales and use tax levied by the District on taxable retail sales within the District's boundaries, per Section 67.1545 of the CID Act, at a maximum rate of one percent (1.0%) pursuant to the Petition.

"CID Sales Tax Revenues" means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the CID Sales Tax.

"City Council" means the governing body of the City of Springfield, Missouri.

"District" means the Brody Corners Community Improvement District, which includes all real property described on **Exhibit "A"** and as set forth on the map in **Exhibit "B."**

"Event of Default" means any event specified in Section 6.1 of this Agreement.

“Excusable Delays” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, pandemic or public health emergency, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party’s failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner. Excusable Delays shall extend the time of performance for the period of such excusable delay.

“Operating Costs” means the actual, reasonable expenses which are necessary for the operation of the District, which include, but are not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of special legal counsel, financial auditing services, and other consultants or services.

“Ordinance” means an ordinance enacted by the City Council.

“Parties” or **“Party”** means the City, the District, and/or the Developer, as the context requires.

“Petition” means the Amended Petition to Establish the Brody Corners Community Improvement District, which the which the City Clerk accepted as in substantial compliance with RSMo. 67.1421 on _____, 2023.

“Reimbursable Project Costs” means all actual and reasonable costs and expenses which are incurred by or at the direction of the Developer or the District with respect to the construction of the CID Projects, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded for the CID Projects that are constructed or undertaken by the Developer, plus all actual and reasonable costs to plan, finance, develop, design and acquire the CID Projects, and the ongoing administration of the District, including but not limited to the following:

(1) Actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the construction of the CID Projects and all actual and reasonable costs for the oversight of the completion of the CID Projects;

(2) All Operating Costs of the District; and

(3) All other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the CID Projects and which may lawfully be paid or incurred by the District under the CID Act.

“Special Allocation Fund” means the fund, including any accounts and subaccounts created therein, maintained by the City into which Tax Increment Financing Revenues, as defined

in the Redevelopment Agreement, are deposited, as required by the Real Property Tax Increment Redevelopment Act, Sections 99.800, *et seq.*, RSMo., as amended, and the Redevelopment Agreement.

ARTICLE 2: REPRESENTATIONS

Section 2.1 Representations by the District.

The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of District's Board of Directors (the "Board"), the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

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 District 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 District 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 District 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 District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or, to its knowledge, threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. The District acknowledges that construction of the CID Projects is of significant value to the District, the property within the District and the general public. The District finds and determines that the CID Projects will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Projects; (iii) increasing local and state tax revenues; and (iv) providing necessary public access and infrastructure improvements for the District and other surrounding development. Further, the District finds that the CID Projects conform to the purposes of the CID Act.

F. The District acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. District therefore covenants that, to the extent the District has any employees, it will enroll and actively participate in a federal work authorization program required by Section 285.530, RSMo, for public employers; that it will not knowingly violate subsection 1 of Section 285.530, RSMo; that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Agreement; and that its employees are lawfully eligible to work in the United States.

Section 2.2 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.

E. The City acknowledges that construction of the CID Projects is of significant value to the City and the general public. The City finds and determines that the CID Projects will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax revenues; and (iv) providing necessary public improvements for the District and other surrounding development. Further, the City finds that the CID Projects conform to the purposes of the CID Act.

Section 2.3 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 or the CID Projects. 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.

D. The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, and operations as contemplated by this Agreement.

E. The Developer acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. As a condition of this Agreement, the Developer shall provide a notarized affidavit acceptable to the City stating that the Developer is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with this Agreement, and that the Developer does not knowingly employ any person who is an unauthorized alien in connection with this Agreement. Additionally, the Developer must provide documentation ty evidencing current enrollment in a federal work authorization program. The Developer covenants that it will not knowingly violate subsection 1 of Section 285.530, RSMo; that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Agreement; and that its employees are lawfully eligible to work in the United States.

ARTICLE 3: COLLECTION OF REVENUES

Section 3.1 Imposition of the CID Sales Tax.

The District may approve a resolution that, subject to the approval of the District's qualified voters, imposes the CID Sales Tax. The CID Sales Tax shall appear before the qualified voters by mail-in ballot pursuant to Section 67.1545 of the CID Act. If the ballot measure passes, the District shall notify the Director of the Missouri Department of Revenue of the election results.

Section 3.2 Administration and Collection of the CID Sales Tax.

The Parties anticipate that the CID Sales Tax will be collected by the Missouri Department of Revenue, as provided in the CID Act.

The District shall receive the CID Sales Tax Revenue collected by the Department of Revenue. The District shall then deposit the CID Sales Tax Revenues directly into a special trust fund in accordance with Section 67.1545 of the CID Act. The Sales Tax Revenues shall be used to pay the City's Administrative Fee, to reimburse the District for Operating Costs incurred by the District, and to reimburse the Developer for Operating Costs or Reimbursable Project Costs incurred by the Developer, in the order of priority set forth in Section 3.6.

The District shall have no obligation to reimburse the Developer for Project Costs until a Certificate of Completion and Reimbursable Project Costs has been approved as described in Section 4.3 and CID Sales Tax Revenues have been collected and are available for payment to Developer in accordance with this Agreement.

Section 3.3 Administrative Fee.

The City shall receive an Administrative Fee in the amount of one and one-half percent (1.5%) of the total CID Sales Tax Revenues for its administration efforts with the District and its review of project costs for certification and reimbursement. Said fee shall be paid on a quarterly basis within 60 days of the end of the quarter and shall be accompanied by a Certificate of Administrative Fee signed by an officer of the District certifying that the payment amount is 1.5% of the CID Sales Tax revenues during that period. A sample Certificate of Payment of Administrative Fee is attached as “Exhibit D”.

Section 3.4 Operating Costs.

The District shall pay for the Operating Costs of the District incurred by or on behalf of the District from CID Sales Tax Revenues. The Operating Costs shall be included in the District's annual budget, as provided in Section 4.5. In the course of performing the administrative duties set forth in Section 3.2, the City may incur Operating Costs for the District. The District shall approve the Operating Costs incurred by the City and shall reimburse the City for these costs. In the event the CID Sales Tax Revenues do not fully cover the District's Operating Costs, the Developer may advance the Operating Costs, and any amounts so advanced shall be reimbursed in subsequent fiscal years.

Section 3.5 Enforcement of the CID Sales Tax.

Upon request by the Board of Directors of the District, the City agrees, to the extent permitted by law, to take any and all actions necessary for collection and enforcement of the CID Sales Tax. The City may, in its own name or in the name of the District, prosecute or defend in action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of any CID Sales Tax. The District hereby agrees to cooperate fully with the City and to take all action necessary to effectuate the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request. The costs for all actions taken by the City for enforcement and legal proceedings for enforcement and collection of the CID Sales Tax shall be treated as Operating Costs of the District.

Section 3.6 Distribution of the CID Sales Tax Revenues.

No disbursements of the CID Sales Tax Revenues shall be made until the City has approved a Certificate of Completion and Reimbursable Project Costs as set forth in Section 4.3. After the City has approved a Certificate of Completion and Reimbursable Project Costs for the CID Projects, and to the extent Reimbursable Project Costs remain unpaid, the District shall make disbursements of the entire balance of the CID Sales Tax Revenues not later than sixty (60) days after the end of each calendar quarter in the following order of priority:

- A. The District shall transfer fifty percent (50%) of the gross CID Sales Tax Revenues to the Special Allocation Fund that is maintained by the City for the Redevelopment

Plan, which shall then be disbursed by the City in accordance with the Redevelopment Agreement.

- B. The District shall pay the City's Administrative Fee as set forth in Section 3.3.
- C. The District shall pay Operating Costs of the District.
- D. The District shall pay Developer's Reimbursable Project Costs.

Section 3.7 Records of the CID Sales Tax.

The District shall keep accurate records of the CID Sales Tax collected and copies of such records shall be made available to the City. Any District records pertaining to the CID Sales Tax shall be provided to the City upon written request of the City, as permitted by law.

Section 3.8 Repeal of the CID Sales Tax.

Upon the occurrence of the earlier of the following: (1) the Developer has been fully reimbursed for the costs incurred by the Developer to: (a) finance the CID Project and Reimbursable Project Costs, and (b) pay ongoing Operating Costs associated with and required by the business of the District; or (2) the date that is twenty-seven (27) years after the date on which the City Council adopts an ordinance forming the District, the District shall implement the procedures in the CID Act for repeal of the CID Sales Tax and abolishment of the District.

The District shall not implement the procedures in the CID Act for repeal or modification of the CID Sales Tax and abolishment of the District if: (1) any CID Sales Tax Revenues are due to the City for outstanding Administrative Fees; (2) the District, with the prior written consent of the City, has approved another project pursuant to the CID Act; or (3) any portion of the District's obligations remain unpaid.

The City's obligation to perform for the District any functions incident to the administration, collection, enforcement and operation of the CID Sales Tax for the District shall terminate concurrent with the repeal of the CID Sales Tax levied by the District.

Upon repeal of any CID Sales Tax, the District shall:

- 1. Pay the City's Administrative Fee to which it is entitled in accordance with this Agreement.
- 2. Pay all outstanding Operating Costs to the District.
- 3. Pay all unpaid Reimbursable Project Costs to the Developer.
- 4. Retain any remaining CID Sales Tax Revenues until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE 4: FINANCING CID PROJECTS

Section 4.1 Design and Construction of CID Projects.

As allowed by the CID Act, the District's role is solely to fund and assist in the funding of the CID Projects and the Operating Costs. The CID Projects shall be designed and constructed by or at the direction of Developer, and the District shall have no obligation to design or construct the CID Projects. The CID Projects shall be designed and constructed on a schedule to be determined by the Developer, in accordance with plans approved by the City and in accordance with all applicable City codes and ordinances. To the extent applicable, the Developer shall comply with all laws regarding the payment of prevailing wages to contractors or subcontractors of the Developer for the construction of the CID Projects. The Developer shall indemnify and hold harmless the City for any damage resulting from failure of the Developer, the District, or any contractor or subcontractor of the Developer or the District to pay prevailing wages pursuant to applicable laws.

Section 4.2 Financing the CID Projects.

The Developer shall provide or secure the financing of the CID Projects. The District shall be allowed and is authorized to issue and incur District obligations, such as promissory notes to the Developer, for certified reimbursement expenses as well as bonds and other financing mechanisms as the District determines is in its best interest. The District shall impose the CID Sales Tax within the boundaries of the District to assist in the funding of the CID Projects.

Section 4.3 Certificate of Completion and Reimbursable Project Costs.

Upon completion of the CID Projects (or any applicable portion of any CID Projects), or upon payment by the Developer of any Operating Costs, the Developer shall submit a Certificate of Completion and Reimbursable Project Costs using the form attached as **Exhibit "C"**: The Developer shall provide itemized invoices, receipts or other information to confirm that any such cost is so incurred and does so qualify. If the City reasonably determines that the CID Projects, or an applicable portion of any CID Projects, have been completed in accordance with all relevant codes, regulations, statutes and laws, and that the costs submitted for reimbursement are Reimbursable Project Costs, then the City shall approve the Certificate of Completion and Reimbursable Project Costs and the amounts stated therein for payment. If the CID Projects, or an applicable portion of any CID Project, are not complete, or 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 Certificate of Completion and Reimbursable Project Costs the reason(s) for withholding its approval. If the City does not specify reasons for withholding its approval within said 60-day period, the Certificate of Completion and Reimbursable Project Costs shall be deemed approved. If the City withholds approval, the Developer or the District may request a hearing to challenge the City's determination. The City shall hold a hearing at which the Developer or the District may present new and/or additional evidence. Developer shall have the right to identify and substitute other Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that does not qualify as a Reimbursable Project Cost.

Section 4.4 Ownership, Maintenance and Dedication of CID Projects.

The District's sole role is to fund and assist in the funding of the CID Project and the Operating Costs. The District shall have no ownership of the CID Projects, and title to the CID Projects shall at all times be vested in the name of the Developer, the City or other appropriate entity; provided, however, the District shall be entitled to hold leasehold or easements rights with

respect to any part of the CID Projects. The District shall not be responsible for maintenance of such CID Projects that are dedicated to, and accepted by, the City. The Developer shall be responsible for obtaining and maintaining insurance for the design, construction, operation and maintenance of the CID Projects in such form and amounts as required by applicable City policy or ordinance, the City's Risk Manager, or state law.

Section 4.5 Annual Budget.

The fiscal year for the District shall be the same as the fiscal year of the City.

The budget for the District's first fiscal year shall be prepared and submitted to City Council within ninety (90) days after execution of this Agreement. For each subsequent fiscal year of the District, the District shall, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, submit a proposed budget for the upcoming fiscal year to City Council, the Missouri Department of Revenue, and the State Auditor. Each budget for the District shall generally be prepared in accordance with all applicable state statutes including Section 67.1471 RSMo, as amended. City Council may review the proposed budget and provide comments to the District, which comments shall be submitted in writing no later than sixty (60) days prior to the first day of the relevant fiscal year. The District shall consider the City Council's comments, if any, and it may amend the proposed budget accordingly if it so chooses. The District shall adopt the annual budget no later than thirty days (30) prior to the first day of the fiscal year.

Section 4.6 New CID Projects.

The District may use CID Sales Tax Revenues, as such revenues are available, to pay Reimbursable Project Costs for all CID Projects which have been determined by the City Council to be necessary and approved in accordance with the CID Act. The District shall not undertake any CID Projects other than those shown in Exhibit D to the Petition, except with the prior approval of the City Council. Payments due to the City pursuant to the priority established in Section 3.6 for its Administrative Fee shall take priority over any costs associated with new CID Projects.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1 Records of the Districts.

The District shall keep proper books of record and account on behalf of the District in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with sound accounting principles, consistently applied. The District shall make its books and records available to the City and shall furnish the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the covenants, terms and provisions of this Agreement have been met. In addition, the District shall, within one hundred twenty (120) days after the end of each fiscal year, submit a report to the Springfield City Clerk, the Missouri Department of Revenue, and the State Auditor stating the services provided; revenues collected and expenditures made by the District during such fiscal year; and the dates the District adopted its annual budget, submitted its proposed annual budget to the City Council, and submitted its annual report to the City Clerk; and must include copies of written resolutions approved by the Board during the fiscal year. For that purpose, all pertinent books, documents and vouchers relating to the District's business, affairs and properties that are otherwise considered public information and not confidential in nature shall at all times during

regular business hours be open to the inspection of the City by its accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to applicable confidentiality laws and such confidentiality agreements as the City reasonably requires) as shall from time to time be designated and paid for by the inspecting party.

Section 5.2 Records of the City.

The City shall keep and maintain adequate records of the disbursements it authorizes the District to make for reimbursement or payment of the Reimbursable Project Costs (including Operating Costs) to the Developer and the Administrative Fees paid to the City. Such records shall be available for inspection by the District upon reasonable notice. The District shall submit to the City Clerk true and accurate copies of all agendas at least twenty-four hours in advance, annual meeting notices and minutes, the adopted budget and any reports or filings provided to State agencies.

Section 5.3 Consent by Developer, Tenants and Transferees.

A. Developer shall cause all leases of property in the District to contain provisions that are in substantial compliance with the following:

Community Improvement District: Tenant acknowledges and consents that the Leased Premises are a part of the Brody Corners Community Improvement District (the "District") created by Springfield, Missouri (the "City"), and that the District may impose a sales and use tax on all retail sales made in the District which are subject to taxation pursuant to RSMo. §§ 144.010 to 144.525, which will be applied toward the costs of services or improvements for the District. If the District imposes a sales and use tax, Tenant shall (i) add the Tax to the Tenant's sales price as applicable, and when so added such Tax shall constitute a part of the price, and shall be a debt of the purchaser to the retailer until paid; (ii) provide a copy of its business license / occupancy certificate to the District; and (iii) prominently display the rate of the Tax imposed or increased at the cash register area. Tenant hereby acknowledges and agrees that the District and the City are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce both these reporting requirements.

B. Developer shall insert in any document concerning the sale of any real property that is subject to the CID Sales Tax provisions that are in substantial compliance with the following, and shall cause any transferee to insert language reasonably similar to the following, and shall have such document signed by the transferee indicating acknowledgement and agreement to the following:

Community Improvement District: Transferee acknowledges and consents that the Property is a part of the Brody Corners Community Improvement District (the "District") created by Springfield, Missouri (the "City"). The District may impose a sales and use tax on eligible retail sales within the District, which will be applied towards the costs of services or improvements for the District. During the term of the Brody Corners Community Improvement District ("District"), each Transferee shall ensure that every retailer within the District (i) adds any sales and use taxes adopted by the District (the "CID Sales Tax") to the retailer's sales price and when so added such CID Sales Tax shall constitute a part of the price, shall be a debt of

the purchaser to the retailer until paid; (ii) notify the District in case of any sale, lease transfer or other disposition of any part of property within the District; (iii) provides a copy of its business license / occupancy certificate to the District; and (iv) ensure that every retailer shall prominently display the rate of the CID Sales Tax at the cash register area. Transferee shall include in each tenant's lease an acknowledgement by the tenant of the CID Sales Tax that runs as a covenant with the land. Moreover, each Transferee shall lend reasonable cooperation to the District in connection with the District's efforts to fund, promote, plan, design, construct, improve, maintain, and operate one or more projects for the benefit of the District. To that end, Transferee agrees, upon reasonable request by the District, in its capacity as owner of part of the real property located in the District, to execute and deliver all further ballots, instruments and documents as may be reasonably required by the District for such purposes. Transferee hereby acknowledges and agrees that the District, and the City, are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

C. At least ten (10) business days following its execution, the Developer shall provide a certification to the City, signed by Developer and each such tenant/transferee, confirming that each lease/sales contract affecting real property within the District includes the provisions satisfying the Developer's obligation as set forth in this Section 5.3. Failure of the Developer to include such restrictions in any such lease or sale contract shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the District's and the City's rights of enforcement and remedies under this Agreement.

D. Developer, to the maximum extent possible, shall enforce the lease/sales contract obligations set forth this Section and shall require any purchaser, lessee or other transferee or possessor of real property within the District, to provide to the District and the City a copy of their Missouri sales tax receipts and filing indicating the amount of the sales tax paid. This obligation shall be a covenant running with the land and shall be enforceable against the Developer, to the extent Developer continues to own property within the District, and against any purchaser, lessee or other transferee or possessor as if such purchaser, lessee or possessor were originally a party to and bound by this Agreement and shall only terminate upon the end of the term of the District.

Section 5.4 Developer's Obligations to the City under Bond or Surety.

The Parties agree that:

A. The CID Projects, or any portion thereof, which the Developer is or becomes obligated to the City to construct pursuant to any City Code provision or Ordinance, does not diminish the consideration to the District as recited in Section 2.1 and shall be a Reimbursable Project Cost that may be reimbursed in accordance with this Agreement.

B. In the event that the City constructs or causes to be constructed any portion of the CID Projects pursuant to any action on a bond or other form of surety that is provided to the City by the Developer pursuant to the City Code or an Ordinance, then the City shall be entitled to reimbursement from the District for such Reimbursable Project Costs or Operating Expenses that are not paid or reimbursed to the City under such bond or surety. The City shall complete a certificate in substantial compliance with the form in **Exhibit "C"** to receive such reimbursement, which shall be approved by the District in accordance with Section 4.3.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1 Events of Default.

If any one or more of the following events shall occur and be continuing, such event or events shall constitute an Event of Default under this Agreement:

A. Failure by the District to make a payment in a timely manner as required by this Agreement, and the continuance of such failure for ten (10) days following written notice to District of such failure; or

B. Failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and the continuance of such default for sixty (60) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2 Remedies on Default.

If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Agreement.

Section 6.3 Rights and Remedies Cumulative.

The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4 Waiver of Breach.

No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5 Excusable Delays.

No Party shall be deemed to be in default of this Agreement because of Excusable Delays.

ARTICLE 7: MISCELLANEOUS

Section 7.1 Effective Date and Term.

This Agreement shall become effective on the date set forth herein. Upon expiration of the CID Sales Tax as provided in Section 3.8, the District shall be abolished in accordance with Section 67.1481, RSMo.

Section 7.2 Immunities.

No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future officer, member, employee, director or agent of the City or the District, or of any successor thereto, as such, either directly or through the City or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

The District, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws. The District shall defend, indemnify, and hold harmless the City and its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney fees, resulting from, arising out of, or in any way connected with District's failure to comply with any applicable law.

The Developer shall defend, indemnify, and hold harmless the City and the District, their officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney fees, arising out of or resulting from any act, error, omission, negligence, or intentional act of the Developer or its agents, employees, or subcontractors, to the extent conducted pursuant to this Agreement and/or in connection with the ownership, design, development, redevelopment, use or occupancy of the property within the District or a portion thereof and the CID Projects, except to the extent such claims are attributable to negligence or willful misconduct of the City or the District.

Section 7.3 Modification.

The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.4 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. In the event of any dispute under this Agreement, venue shall be proper only in the Circuit Court of Greene County, Missouri. The Parties agree that the engagement of common special legal counsel among two or more Parties to this Agreement does not materially limit the representation of those Parties and will not adversely affect the relationship between such Parties.

Section 7.5 Notices

Notices required by this Agreement shall be deemed given if deposited in United States mail, first class, postage prepaid, or with a reputable overnight carrier and address as specified

below, or to such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the other Parties.

City

City of Springfield
ATTN: [NAME]
840 N Boonville Ave
Springfield, MO 65802

District

Brody Corners Community Improvement District
ATTN: [NAME]
[ADDRESS]
[CITY STATE ZIP]

Developer

West Sunshine Development, LLC
ATTN: [NAME]
[ADDRESS]
[CITY STATE ZIP]

Section 7.6 Validity and Severability.

It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, 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.

Section 7.7 Execution of Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.8 City Approvals.

Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council.

Section 7.9 District Approvals.

Unless specifically provided to the contrary herein, all approvals of any District hereunder may be given by the Executive Director or his designee without the necessity of any action by the District.

Section 7.10 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. District and Developer covenant that they presently have 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 District and Developer further covenant that in the performance of this Agreement no person having such interest shall be employed or compensated by District or Developer.

Section 7.11 Discrimination.

District and Developer agree 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 District or 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. The District and 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. The District and 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.

Section 7.12 Certificate of Compliance with Section 34.600, RSMo. (Anti-Discrimination Against Israel Act).

That pursuant to Missouri Revised Statutes, Sections 34.600 et., seq., District and 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.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

THE CITY OF SPRINGFIELD, MISSOURI

City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney or designee

**BRODY CORNERS COMMUNITY
IMPROVEMENT DISTRICT**

By: _____

Name:

Title:

ATTEST

By: _____

WEST SUNSHINE DEVELOPMENT, LLC

By: _____

Name:

Title:

ATTEST

By: _____

EXHIBIT A
DISTRICT LEGAL DESCRIPTION

ALL OF THE RECORD PLAT OF BRODY'S CORNERS, AS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR GREENE COUNTY, MISSOURI, EXCLUDING LOT 8 THEREOF, AND INCLUDING ALL SANITARY SEWER AND UTILITY EASEMENTS, PUBLIC RIGHTS OF WAY, AND COMMON GROUNDS AS DESIGNATED ON SAID PLAT.

EXHIBIT A-1
ESTIMATED COSTS OF CID PROJECT

Uses	Project Costs	Reimbursable Project Costs ¹
1. Land Acquisition Costs	\$1,800,000.00	\$0.00
2. Cost of Buildings	\$20,500,000.00	\$0.00
3. Professional Fees	\$150,000.00	\$150,000.00
4. Financing Fees	\$300,000.00	\$300,000.00
5. Parking Lot	\$500,000.00	\$0.00
6. Lighting	\$125,000.00	\$0.00
7. Signage	\$75,000.00	\$0.00
8. Sitework:	\$3,020,225.00	\$2,437,162.00
9. Offsite Fresh Water	\$303,048.00	\$303,048.00
10. Offsite Road Improvements	\$252,467.00	\$252,467.00
Total	\$27,025,740.00	\$3,442,677.00
Total Cost of Project:	\$27,025,740.00	
Total Reimbursable Costs:	\$3,442,677.00	

¹ The Reimbursable Projects Costs will be reimbursed by the TIF and the CID with interest at a rate not to exceed 6% per annum as per the TIF Redevelopment Agreement between the City of Springfield and the West Sunshine Development, LLC dated as of March 7, 2022.

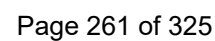


EXHIBIT C
**FORM OF CERTIFICATE OF COMPLETION
AND REIMBURSABLE PROJECT COSTS**

**CERTIFICATE OF COMPLETION
AND REIMBURSABLE PROJECT COSTS**

To: City Manager, City of Springfield, Missouri
cc: Executive Director, Brody Corners Community Improvement District

Re: Completion and Certification of Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Cooperative Agreement dated as of _____, 20____ (the "Agreement") between the City of Springfield, the Brody Corners Community Improvement District and the Developer. In connection with said Agreement, the undersigned hereby states and certifies that:

1. The capital improvements of the CID Projects, or an appropriate portion thereof, have been completed in accordance with the Agreement, and all required approvals, certificates or permits have been granted or issued by the appropriate governmental entity agency to commence operation of said improvements in the CID Project.
2. Each item listed on *Schedule 1* attached hereto as a Reimbursable Project Cost and was incurred in connection with the construction /administration of the CID Project.
3. These Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Agreement and the CID Act.
4. No item listed on *Schedule 1* has previously been paid or reimbursed from money derived from the CID Sales Tax, and no part thereof has been included in any other certificate previously filed with the City.
5. With respect to Reimbursable Project Costs, there has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. With respect to Reimbursable Project Costs, all necessary permits and approvals required for the work for which this certificate relates have been issued and are in full force and effect.
7. With respect to Reimbursable Project Costs, all work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
8. If any cost item to be reimbursed under this Certificate is deemed not to constitute a Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.

9. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.

10. All of the Developer's representations set forth in the Agreement remain true and correct in all material respects as of the date hereof.

11. The parties acknowledge and agree that the Developer may submit more than one Certificate as appropriate stages of the CID Project are completed and the City shall consider and approve each Certificate provided it is otherwise in compliance with the Cooperative Agreement.

12. The parties hereto acknowledge and agree that Reimbursable Project Costs include the Operating Costs of the District and that the Developer shall be entitled to submit requests for said Operating Costs under and as a part of this Certificate.

Dated this _____ day of _____, 20____.

WEST SUNSHINE DEVELOPMENT, LLC

By: _____

Name: _____

Title: _____

Approved:

**CITY OF SPRINGFIELD, MISSOURI,
agent for the Brody Corners Community Improvement District**

By: _____

Name: _____

Title: _____

Date: _____

**SCHEDULE 1 TO CERTIFICATE OF COMPLETION
AND REIMBURSABLE PROJECT COSTS**
Itemization of Reimbursable Project Costs

EXHIBIT D
FORM OF
CERTIFICATE OF PAYMENT OF ADMINISTRATIVE FEE

To: City of Springfield, Missouri

Re: Certification of Payment of Administrative Fee

1. The City is entitled to receive an Administrative Fee for its administration efforts with the District in the amount of one and one-half percent (1.5%) of the total CID Sales Tax Revenues.
2. Said fee shall be paid on a quarterly basis within 60 days of the end of the quarter.
3. The District's total CID Sales Tax Revenues for the quarter beginning on [DATE] and ending on [DATE] are: \$_____.
4. The District submits to the City payment of its Administrative Fee for the quarter beginning on [DATE] and ending on [DATE] in the amount of \$_____, which is 1.5% of the CID Sales Tax Revenues during that period.

Dated this ____ day of _____, 20__.

**BRODY CORNERS COMMUNITY
IMPROVEMENT DISTRICT**

By: _____

Name: _____

Title: _____

Payment accepted this ____ day of _____, 20____:

CITY OF SPRINGFIELD, MISSOURI,

By: _____

Name: _____

Title: _____



EXPLANATION TO COUNCIL BILL 2023-240 (HORTON)

FILED: 09/22/2023

ORIGINATING DEPARTMENT: Law

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into a contract to purchase the property generally described as 811-813 North Boonville Avenue and to execute all necessary documents in support thereof; and amending the Fiscal Year 2023-2024 budget in the amount of \$600,000. (Staff and Planning and Zoning Commission recommend approval.)

PURPOSE: Authorizing the City Manager, or his designee, to enter into a contract to purchase the property generally described as 811-813 North Boonville Avenue and to execute all necessary documents in support thereof; and amending the Fiscal Year 2023-2024 budget in the amount of \$600,000.

BACKGROUND INFORMATION: The City has previously targeted the properties on the west side of the 800 block of North Boonville Avenue for future expansion of the Government Plaza. The City has been given an opportunity to acquire one of those properties, the two-story building generally located at 811-813 North Boonville Avenue and currently occupied by the Johnson, Vorhees and Martucci law firm.

The immediate purpose of this acquisition is to provide a temporary office location for the City's Risk Management Department and related safety functions during the two-year renovation of Historic City Hall, allowing our risk management and safety staff to work in the Government Plaza area rather than working remotely.

The property's recently appraised value is \$560,000, and the owner of the property is willing to sell the building at the appraised value. Additional costs to be budgeted include closing costs, environmental assessment, and appraisal services. The source of funds for this acquisition is the Risk Management Department's unrestricted reserve fund. The purchase of the property will in no way affect the cash balances of the General Fund or any of our sales tax funds. If approved, the property will be held as an asset in Risk Management. The closing date is currently scheduled for October 20, 2023.

The Planning and Zoning Commission recommended approval of this acquisition at its September 7, 2023 meeting. The Law Department recommends passage of this Council bill and budget adjustment.

Submitted By: Kyle Tolbert, Assistant City Attorney

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



Jason Gage, City Manager 9/27/2023

- Attachments:**
1. 811-813 Boonville Acquisition_ord
 2. 811 Boonville Acquisition- Contract_exA
 3. 811 Boonville Acquisition- BA_exB

One-rdg. _____
P. Hrngs. _____
Pgs. 10
Filed 09-26-23

Sponsored by Horton

First Reading

Second Reading

COUNCIL BILL 2023-240

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a contract to purchase
2 the property generally described as 811-813 North Boonville Avenue
3 and to execute all necessary documents in support thereof; and
4 amending the Fiscal Year 2023-2024 budget in the amount of
5 \$600,000. (Staff and Planning and Zoning Commission recommend
6 approval.)
7
8

9 WHEREAS, the City has targeted the properties on the west side of the 800
10 block of North Boonville Avenue for future expansion of the Government Plaza; and
11

12 WHEREAS, the City has been given an opportunity to acquire one of those
13 properties, the two-story building generally located at 811-813 North Boonville Avenue
14 currently occupied by the Johnson, Vorhees and Martucci law firm; and
15

16 WHEREAS, the property's recently appraised value is \$560,000, and the owner
17 of the property is willing to sell the building at the appraised value; and
18

19 WHEREAS, the Planning and Zoning Commission recommended approval of this
20 acquisition at its September 7, 2023, meeting; and
21

22 WHEREAS, funding for this project is provided from the Risk Management
23 Department's unrestricted reserve fund.
24

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

28 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
29 a contract, said contract to be substantially in the form and content as that document
30 attached hereto and incorporated herein by this reference as "Exhibit A," to purchase
31 the property generally located at 811-813 North Boonville Avenue, and to do all things
32 necessary to carry out the terms of the contract, including executing all necessary
33 documents, provided the form of the documents are approved by the City Attorney.

34 Section 2 – The Fiscal Year 2023-2024 budget of the Department of Risk
35 Management is hereby amended in the accounts and in the amounts as shown on
36 Budget Adjustment No. 014, a copy of which is attached hereto and incorporated herein
37 by this reference as “Exhibit B.”
38

39 Section 3 – City Council hereby finds that the budget adjustment made above
40 has been 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

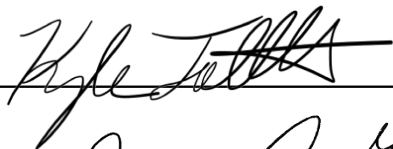
45 Section 5 – This Ordinance shall be in full force and effect from and after
46 passage.
47

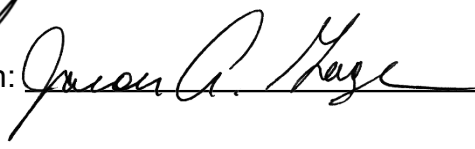
48 Passed at meeting: _____
49

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

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) SELLER	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFC.	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	CLOSING DATE	CONTRACT NUMBER:	
CITY		SELLER	
CITY OF SPRINGFIELD 840 BOONVILLE, PO Box 8368 SPRINGFIELD, MO 65802 PHONE (417) 864-1938 FAX (417) 864-2057 ATTN: PAUL BLEES DEPT: PUBLIC WORKS		Name(s): Johnson, Vorhees & Martucci Law Address: 510 W 6 th Street Joplin, MO 64801 Phone: (417) 206-0100 Fax: (417) 206-0110 Attention: Scott Vorhees SSN/Federal Tax ID Number:	

CONTRACT FOR PURCHASE OF REAL ESTATE

1. **PARTIES.** This Contract is made by and between the parties identified above, and effective as of the date and time of final acceptance, hereinafter referred to as Effective Date.

2. **PROPERTY.** The City has offered to buy and the Seller is willing to sell by general warranty deed, which shall be free from all liens and encumbrances, except standard easements and restrictions, the real property commonly known as **811-813 North Boonville Avenue, Springfield, Missouri**, located in **Greene County, State of Missouri**, more particularly described as follows:

ALL OF LOTS ONE (1) AND TWO (2), IN THE PLAT OF THE POST OFFICE ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

together with all attached improvements located on the property, all of which is the "Property" in this Contract.

3. **PURCHASE.** The City agrees to buy and the Seller agrees to sell the Property upon the terms and conditions as follows:

a. **Price.** The City agrees to pay the amount of **Five Hundred Sixty Thousand and no/100 Dollars (\$560,000.00)** for the Property, payable in cash or certified check.

b. **Contingencies.** This agreement is subject to the following contingencies, and City may elect to declare this agreement null and void prior to the closing without obligation or liability to Seller if:

(1) An environmental assessment of the property performed by or on behalf of the City discloses that hazardous substances may have been released on the property, or that the property is otherwise contaminated or environmentally impaired.

(2) A survey or inspection of the property discloses encroachments, violations of subdivision or other restrictions, boundary line disputes, or rights or claims of third parties in possession, on any portion of the premises, which are unacceptable to City.

(3) The title insurance commitment referred to in paragraph 7 of this agreement shall fail to show merchantable title in Seller, or shall contain exceptions unacceptable to City.

(4) The City does not have appropriated unencumbered funds necessary to purchase the property.

(5) **Other Contingencies:** This contract and the purchase of the property will require Planning & Zoning Commission and City Council approval prior to closing.

(6) Any other contingencies not contained in this paragraph 4b, or in the printed terms of this contract, must be specified on an applicable addendum and the date for satisfying such contingencies, if any, shall be the closing date unless otherwise agreed in writing.

4. **SELLER'S REPRESENTATIONS.** Sellers represents to City: (a) That Seller has no knowledge of any underground tanks, toxic or hazardous substances, or dump sites on the property, either at present or in the past; (b) That the property is not subject to any real estate listing agreement, or other agreement providing for any real estate commission; (c) That there have been no unpaid improvements, or any other work performed in connection with the Property that would give rise to the filing of any mechanics' liens against the property; (d) That the Seller has full authority to enter into this agreement and that the Property is not subject to any options, contracts of sale, leases or other rights in favor of any third parties; (e) That there are no legal proceedings pending which involve the Property; and (f) That these representations will continue to be true at the closing, unless Seller has given City notice to the contrary in writing prior thereto.

5. **CLOSING AND POSSESSION.**

a. The Closing is the delivery of the Seller's general warranty deed (unless another type of deed is mutually agreed to in writing by the parties) for the purchase price paid by the City after all contingencies have been met and all documents have been signed; and shall take place on or before the 20th day of October, 2023, (the "Closing Date"), unless otherwise agreed to in writing.

b. The Seller has the option of remaining in possession subsequent to the closing of title for all or any part of a period expiring ninety (90) calendar days after the Closing Date, or the 18th day of January, 2024, whichever is earlier. The rent due pursuant to this agreement shall be **One dollar and no/100 (\$1.00)**. Seller shall be responsible for the maintenance and repair of all appliances, systems and equipment on the Property. Seller shall maintain the Property in its same condition as at Closing and shall make no changes to the Property without the written consent of City. In the event the Property is altered, modified, damaged or not maintained by Seller in its condition at Closing, Seller shall pay all costs necessary to correct any alterations, modifications or damage to the Property to restore the Property to its condition at Closing; provided, the risk of loss or damage to the Property by fire or other casualty shall pass to City at Closing.

c. Seller acknowledges that sales proceeds may not be disbursed until the deed has been recorded.

6. **CLOSING PROCEDURES.** Necessary title information shall be ordered by the City within ten (10) days of the Effective Date at the sole cost and expense of the City. The City shall obtain a commitment to insure title in the amount of the purchase price from the following closing company, which is authorized to insure titles in the State of Missouri: **Meridian Title Company, 1334 E Republic Road, Springfield, MO 65804.**

The commitment shall show merchantable title in Seller in accordance with the Title Examination Standards of the Missouri Bar, subject to encumbrances as provided herein, standard residential subdivision restrictions, covenants, declarations, setback lines, and easements and zoning laws of record as of the Effective Date. The City may, at City's expense, obtain a survey (and shall obtain a survey if required by the title company). The City shall pay the premium for the title policy. The City may, at City's expense, have the title commitment examined, and if applicable, the City shall provide to Seller in writing any valid objections to title and survey prior to the Closing Date, and Seller shall make reasonable effort to correct the valid objections within **thirty (30) days** of receipt of request to cure, unless otherwise agreed to in writing; and if not corrected, the City may waive the objections and close, or elect to terminate the Contract. At closing, Seller shall deliver the warranty deed, along with all other documents and funds reasonably necessary to complete the Closing, and the City shall deliver cash or certified funds sufficient to satisfy the City's payment obligations and all other documents necessary to complete the Closing. If a closing fee is charged, the cost will be paid by the City, unless otherwise provided. Recording fees shall be paid by the party for whom the fee is attributable. The Seller will warrant at Closing there are no unpaid bills for improvements within 12 months prior to Closing and that Seller has no knowledge of proposed improvements to be paid for by special assessment or fee. The Seller agrees to furnish all assurances, indemnities deposits or other requirements of the insuring title insurance company in order for the Owner's Title Insurance Policy, when issued, to contain no exception as to liens or the right of liens for service, labor or materials imposed by law and not shown by the public records. The City agrees that if Seller cannot furnish requirements for this coverage, then the City may elect either to waive this requirement and accept an Owner's Title Insurance Policy without unrecorded mechanic's lien coverage and close, or terminate this Contract. Rental deposits held by Seller, if any, shall be credited to the City at closing.

7. **PRORATION.**

a. Insurance, interest, rentals, and association dues, if applicable, shall be prorated to Closing Date.

b. Ad valorem (real estate) taxes are not being collected nor paid to the Greene County Collector's Office in conjunction with this transaction per RSMo 137.100.

8. PROPERTY INSPECTION. The City may, at City's expense, employ independent, qualified inspectors of City's choice (and shall arrange for any inspections and testing systems) in order to make the following determinations:

a. To determine whether there are any material defects in the plumbing systems, including septic tank, waste water treatment system and water well, if any, sewer and water lines.

b. Such other inspections as City deems reasonably necessary.

Seller shall give the City, or its designated agent, reasonable access to the Property to make the inspections.

The seller acknowledges and agrees that the right of inspection contained in this paragraph shall not in any way relieve the seller, from the obligation to satisfy any contingencies contained in this contract within the applicable time periods.

9. VERIFICATION OF CONDITION. The City shall have the right to make a final inspection of the Property prior to closing, as a contingency of the sale, or solely to confirm that:

a. Repairs have been completed as agreed in writing by the City and Seller;

b. Seller has complied with Seller's other obligations; and

c. The Property is otherwise in substantially the same condition, subject to normal wear and tear, as on the date of the offer, unless otherwise agreed in writing;

d. Any contingency or defect of title has been resolved.

10. REMEDIES UPON DEFAULT.

a. **In General.** Seller or City shall be in default under this Contract if either party fails to comply with any material provision within the time limits required by the contract. If either party defaults, the party claiming a default shall notify the other party in writing of the nature of the default and may, as set forth in said notice, either terminate this Contract or extend the time for performance by providing the defaulting party a deadline for curing the default, provided that if the default is the inability of the City to close the purchase because of its lack of appropriated and unencumbered funds, the City may at its option by written notice extend the closing date for a period of not more than sixty (60) days. If this Contract shall not be closed for the fault of Seller, then City may elect to either sue for specific performance of the agreement and any incidental damages arising therefrom, or to be paid liquidated damages of Five Per Cent (5%) of the total sale price from Seller, it being agreed that actual damages of City are difficult, if not impossible, to ascertain.

b. **Loss Prior to Conveyance.** In the event the property is destroyed or partially destroyed by calamity including but not limited to fire, the City shall have the option of reducing the purchase price by any insurance proceeds available to Seller, or to claim said insurance proceeds and pay the full purchase price. If Seller fails to maintain insurance or sufficient insurance, City shall have the option of declaring this contract null and void if the property is destroyed or partially destroyed by calamity including but not limited to fire.

11. CONFLICTS OF INTEREST. No salaried officer or employee of the City of Springfield, Missouri, and no member of any Board or the City Council of the City shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo Section 105.450 et seq. shall not be violated.

12. PROVISIONS NOT MERGED WITH DEED. No provision of this Contract is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the City, or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Contract.

13. NOTICE. All notices required or permitted hereunder and required to be in writing may be given by FAX or by first class mail addressed to City and Seller by one of three different means: Facsimile Transmission (FAX) if both parties have a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the receiving party; or may give notice by any combination of the above methods.

a. The date of notice shall be:

(1) The date upon which notice is hand delivered to the receiving party;

(2) The date of delivery of notice by FAX transmission which 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;

(3) The third day following mailing of the notice, whichever first occurs.

b. It shall be sufficient if notices to the City are addressed to **City Attorney, City of Springfield, 840 Boonville Ave., P.O. Box 8368, Springfield, Missouri 65802.**

c. It shall be sufficient if notices sent to the Seller are addressed to **Scott Vorhees, Johnson, Vorhees & Martucci Law, 510 W 6th Street, Joplin, MO 64801.**

14. HEADINGS. The headings or captions of this Contract are for convenience and reference only, and in no way define, limit, or describe the scope or intent of the Contract or any provision hereof.

15. SEVERABILITY. In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in this Contract shall be declared invalid by the final and unappealed order, decree or judgment of any court, the City may, at its sole option, set this Contract aside.

16. VENUE AND JURISDICTION. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

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

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

[Signature Page Follows]

CITY OF SPRINGFIELD, MISSOURI

By signing this contract, Seller certifies that he/she is not presently employed by the City of Springfield or City Utilities of Springfield.

By: _____
City Manager or his/her designee

SELLER

Date: _____

Signature: Ray Johnson

CERTIFICATE OF DIRECTOR OF FINANCE

Printed Name: Ray Johnson

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.

Date: 7-25-23

Director of Finance or Acting Director

Signature: _____

APPROVED AS TO FORM

Printed Name: _____

[Signature]
City Attorney or Assistant City Attorney

Date: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
014

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
60430	22	13100	508230			\$ 600,000	Building Acquisitions
Net Expenditure Adjustment						\$ 600,000	

Fund Balance Appropriation:

Fund		Title	Amount
60430	22	Liability Insurance	\$ (600,000)

Explanation: To amend the FY2023-24 budget by appropriating fund balance from the Liability Insurance Fund for the purchase and other related costs in the acquisition of 811-813 N Boonville.

Requested By:

Rhonda Lewsader 9-26-2023
Department Head Date

Approved By:

DL Hill 9-26-2023
Director of Finance Date

City Manager

Date

Authorization:

Council Bill No. 2023-240
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2023-241 (MCGULL)

FILED: 09/14/2023

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or his designee, to enter into a Supplemental Agreement for Highway/Rail Crossing Improvements with the Missouri Highways and Transportation Commission and BNSF Railway Company to share costs associated with improvements to the intersection of National Avenue and Division Street; and amending the Fiscal Year 2023-2024 budget for the Department of Public Works in the amount of \$750,000.00 to appropriate funds received from MHTC to reimburse eligible construction costs.

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Supplemental Agreement with the Missouri Highways and Transportation Commission ("MHTC"), and BNSF Railway Company and amending the Fiscal Year 2024 budget of the Department of Public Works in the amount of \$750,000.00 for the purpose of appropriating reimbursement from MHTC for a portion of the proposed improvements at the existing grade crossing at National Avenue and Division Street.

BACKGROUND INFORMATION: This project will implement improvements to the railroad signal equipment and the vehicular traffic signal at the intersection of National Avenue and Division Street. City improvements to the intersection will include replacement of the truss signal infrastructure with traditional traffic signal poles and arms, improved signal equipment, geometric and ADA improvements, and new bike lanes on Division Street. The total estimated cost of this improvement is \$2,036,981.31. Cost of work referenced in 2A of the agreement is estimated at \$482,174.00 funded 50/50 by MHTC/BNSF. Cost of work referenced in 2B of the agreement is estimated at \$1,554,807.31 funded by City/MHTC. The cost to be reimbursed by MHTC is 60 percent, not to exceed \$750,000.00. The City's share, estimated at \$804,807.31 will be funded by the 1/8-cent Transportation Sales Tax funds that have already been budgeted. The proposed agreement between the City, MHTC, and BNSF will coordinate the funding and scope of work for this project.

Supports the following City Council Priorities:

- Public Safety
- Fiscal Sustainability

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



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 9/27/2023

- Attachments:**
1. National-Division Supplemental Agreement_ord
 2. Supplemental Agreement National-Division BNSF Contract ExhA
 3. Supplemental Agreement National-Division BNSF Proj Map_ExhB
 4. Supplemental Agreement National-Division BNSF_BA_ExhC

One-rdg. _____
P. Hrngs. _____
Pgs. 42
Filed: 09-26-23

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2023-241

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Supplemental
2 Agreement for Highway/Rail Crossing Improvements with the Missouri
3 Highways and Transportation Commission and BNSF Railway
4 Company to share costs associated with improvements to the
5 intersection of National Avenue and Division Street; and amending the
6 Fiscal Year 2023-2024 budget for the Department of Public Works in
7 the amount of \$750,000.00 to appropriate funds received from MHTC
8 to reimburse eligible construction costs.
9 _____

10
11 WHEREAS, the Missouri Highways and Transportation Commission ("MHTC")
12 and BNSF Railway Company executed a "Master Signal Agreement" in 1980 regarding
13 crossing improvements at various locations throughout the State of Missouri; and
14

15 WHEREAS, the City wishes to join into the agreement for purposes of sharing
16 the cost of crossing surface improvements at the intersection of National Avenue and
17 Division Street; and
18

19 WHEREAS, this project will make improvements to the railroad signal equipment
20 and the vehicular traffic signal at the intersection of National Avenue and Division
21 Street, including replacement of the truss signal infrastructure with traditional traffic
22 signal poles and arms, improved signal equipment, geometric and ADA improvements,
23 and new bike lanes on Division Street; and
24

25 WHEREAS, the MHTC has agreed to reimburse the City for 60 percent of eligible
26 construction costs, not to exceed \$750,000.00; and
27

28 WHEREAS, the estimated cost to the City after reimbursement is \$804,807.31,
29 and will be funded from the 1/8-cent Transportation Sales Tax funds that have already
30 been budgeted.
31

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

34 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
35 a Supplemental Agreement for Highway/Rail Crossing Improvements with the Missouri
36 Highways and Transportation Commission and BNSF Railways, said agreement to be in
37 substantially the same form as “Exhibit A,” which is attached hereto and incorporated
38 herein by reference as though fully set forth.

39
40 Section 2 – The budget of the Department of Public Works is hereby amended in
41 the accounts and in the amounts as shown on Budget Adjustment No. 025, a copy of
42 which is attached hereto and incorporated herein by this reference as “Exhibit C.”

43
44 Section 3 – City Council hereby finds that the budget adjustment made above
45 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. In the event additional funding
49 is provided under this agreement, the Director of Finance is hereby authorized to adjust
50 this appropriation by an amount not to exceed 20 percent.

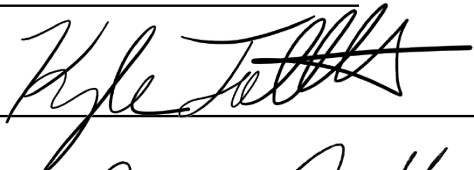
51
52 Section 5 – This Ordinance shall be in full force and effect from and after
53 passage.

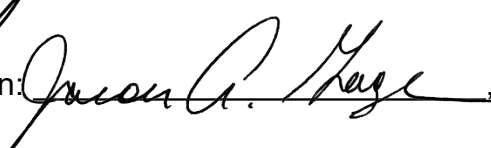
54
55
56 Passed at meeting: _____

57
58 _____
59 Mayor

60
61 Attest: _____, City Clerk

62
63 Filed as Ordinance: _____

64
65
66 Approved as to form:  _____, Assistant City Attorney

67
68
69 Approved for Council action:  _____, City Manager

CCO Form: MO43
Approved: 04/04 (BDG)
Revised: 03/17 (MWH)
Modified: 07/23 (MWH)

National Ave. & Division St.
In Springfield
Greene County
Crossing No. 664 172S
Job No. RRP-000S(649)
BNSF File No. BF-20235480

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SUPPLEMENTAL AGREEMENT FOR HIGHWAY/RAIL CROSSING IMPROVEMENTS

THIS SUPPLEMENTAL AGREEMENT ("Supplemental Agreement") is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), acting by and through the Missouri Department of Transportation ("MoDOT"), BNSF Railway Company (hereinafter, "Railroad"), and City of Springfield, Missouri (hereinafter, "Agency"), pursuant to the terms of a Master Signal Agreement as amended between the Railroad and Commission executed by the Railroad on August 20, 1980, and by the Commission on September 11, 1980, (the "Master Agreement").

WITNESSETH:

WHEREAS, the installation of various safety improvements appears to be warranted at an existing grade crossing in Springfield, Missouri, where National Ave. and Division St. intersects Railroad's tracks at a point known as DOT #664 172S (hereinafter the "National Ave. & Division St. Grade Crossing" or the "Crossing"); and

WHEREAS, the parties agree that this installation shall be in substantial compliance with the *Manual on Uniform Traffic Control Devices* ("MUTCD"), and will enhance safety to both highway and railroad traffic at said grade crossing; and

WHEREAS, representatives of the parties participated in a diagnostic review and field inspection of this grade crossing on July 20, 2020, during which they considered and tentatively agreed on the specific safety improvements that should be implemented to enhance safety for both highway and railroad traffic at this crossing; and

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein contained, the parties agree as follows:

(1) PURPOSE: The purpose of this Supplemental Agreement is to provide for funding, installation, and maintenance of additional warning devices and other improvements at the National Ave. & Division St. Grade Crossing (hereinafter the "Project").

(2) SCOPE OF WORK:

(A) The scope of work includes the Railroad's installation of a new flashing light signal and gate in the southwest quadrant located in the right turn lane of eastbound Division Street to southbound National Avenue; with LED lights, an audible bell, and a new signal bungalow with redundant constant warning circuitry at the National Ave. & Division St. Grade Crossing (US DOT# 664 172S). In addition, the Railroad shall install a new concrete crossing surface.

(B) In conjunction with the Railroad's work in Subsection (2)(A), the Agency will improve the intersection to increase safety per the Agency's, the City of Springfield's, Public Improvement Plans No. 2019PW0050.

(3) FUNDING AND APPORTIONMENT:

(A) The Commission will reimburse the Railroad for fifty percent (50%) of the eligible costs of the work described in Subsection (2)(A) of this Supplemental Agreement. The Railroad shall assume responsibility for the remaining fifty percent (50%) of the eligible costs, at its own expense.

(B) The Commission will reimburse the Agency for sixty percent (60%) of the eligible construction costs of the work described in Subsection (2)(B) for the National Avenue & Division Street intersection improvements not to exceed seven hundred fifty thousand dollars (\$750,000.00).

(4) COST OF PROJECT: The cost of the Project shall be the total monies expended by the Railroad to complete the work described in Subsection (2)(A) above, all in accordance with the Detailed Plan (defined below) and Detailed Cost Estimate (defined below) developed by the Railroad for this specific Project and attached to this Supplemental Agreement; and the costs incurred by the Agency in performing the additional work described in Subsection (2)(B).

(5) PRELIMINARY WORK: The Railroad and Agency have prepared and submitted to the Commission a detailed plan (the "Detailed Plan") and a cost estimate (the "Detailed Cost Estimate") for the work as described in Subsection (2)(A) and (2)(B) SCOPE OF WORK of this Supplemental Agreement, in accordance with the work recommended pursuant to the diagnostic review of the National Ave. & Division St. Road Grade Crossing, which was conducted on July 20, 2020 and in accordance with the provisions of the Master Agreement.

The Detailed Plans is attached to this Supplemental Agreement as Exhibit 1; the Detailed Cost Estimate shall be attached as Exhibit 2; and both Exhibits 1 and 2 shall be incorporated by reference in this Supplemental Agreement.

(6) CHANGE ORDERS: If any material change is made in the Detailed Plan and extent of the work, reimbursement to the Railroad shall be limited to costs covered by a change order having approval of the Commission PRIOR to the performance of the work.

(7) INSTALLATION:

(A) The Railroad, upon receipt of notification from the Commission and in accordance with the Ordered Due Date of the Commission's Administrative Order pursuant to Section 389.610, RSMo, approving this Project, shall furnish all labor and material and complete the work described in Subsection (2)(A) of this Supplemental Agreement in accordance with the Master Agreement, and in accordance with the Detailed Plan and Detailed Cost Estimate attached hereto, and the rules and regulations contained in the then-applicable Federal-Aid Policy Guide, as well as 23 C.F.R. 646.200, subpart b.

(B) The Agency shall complete its performance of the work described in Subsection (2)(B) of this Supplemental Agreement in accordance with the Ordered Due Date of the Commission's Administrative Order pursuant to Section 389.610, RSMo, approving and authorizing the Project described in this Supplemental Agreement.

(8) FORCE ACCOUNT AND NON-FORCE ACCOUNT WORK: The Railroad will furnish all of the material and do all of the work described in Subsection (2)(A) and in Section (5) of this Supplemental Agreement, and the Agency will furnish all the material and do the work described in Subsection (2)(B) of this Supplemental Agreement, each with its respective own forces, or either party may perform its portion of the work using a contractor paid under a contract let by the Railroad or Agency in compliance with applicable provisions of 23 C.F.R. Part 140, Subpart I, and 23 C.F.R. Part 646, Subpart B, and relevant subchapters of Chapter 34 RSMo. As required by federal law, but only to the extent applicable, relevant provisions of 23 C.F.R. Part 140, Subpart I, and 23 C.F.R. Part 646, Subpart B, are by reference made part of this Supplemental Agreement. Agency or any contractor of the Commission or Agency shall not enter upon the Railroad's property for the purposes of the Commission's work until and unless such contractor(s) obtain a separate right of entry agreement from the Railroad in accordance with the Railroad's current "C-1" Contractor's Right of Entry Agreement, as contemplated by the Master Agreement.

(9) MAINTENANCE AND OPERATION: The Railroad shall operate and maintain the warning devices described in Subsection (2)(A) at the Railroad's expense as long as it operates trains through the "Crossing"; or until the Commission orders that signals are no longer necessary at the "Crossing"; or until the "Crossing" is abandoned, closed, or for any reason the operation and maintenance of the signals becomes unnecessary.

(10) RELOCATION OF SIGNALS: In the event the warning devices become unnecessary for any of the above reasons, the Railroad shall remove and install the devices at another crossing mutually acceptable to the Commission and the Railroad, in accordance with a new Supplemental Agreement to be entered into by the parties.

(11) PAYMENT PROVISIONS:

(A) Upon receipt of the Railroad's final statement of costs and after a review of the statement in relation to the work performed, the Commission will reimburse the Railroad with State and Federal funds pursuant to 23 USC 130 for fifty percent (50%) of the costs incurred by the Railroad for its work as described in Subsection 2(A) and Section (5) of this Supplemental Agreement. If audit reveals that the Railroad has been overpaid in connection with this Supplemental Agreement, then upon receipt of the Commission's written notice, the Railroad will immediately refund the Commission the overpayment. If audit reveals that the Railroad has been underpaid, the Commission will reimburse the Railroad for such underpayment. The Railroad and the Commission shall work in good faith to resolve any disputed payment issues raised by the audit(s).

(B) Upon receipt of the Agency's final statement of costs and after a review of the statement in relation to the work performed, the Commission will reimburse the Agency with State and Federal funds pursuant to 23 USC 130 for sixty percent (60%) of the construction costs incurred, not to exceed seven hundred fifty thousand dollars (\$750,000), by the Agency for its work as described in Subsection (2)(B) and Section (5) of this Supplemental Agreement. If audit reveals that the Agency has been overpaid, the Agency shall immediately refund to the Commission such overpayment. If audit reveals that the Agency has been underpaid, the Commission will reimburse the Agency for such underpayment.

(12) AGENCY OBLIGATION: In addition to performing the work described in Subsection (2)(B) of this supplemental agreement, the Agency hereby agrees to the handling of vehicular and pedestrian traffic during all the work described in Section (2) of this Supplemental Agreement.

(13) INDEMNIFICATION BY THE AGENCY:

(A) To the extent allowed or imposed by law, the Agency shall defend, indemnify and hold harmless the Commission and the Railroad, including their respective members and employees, officers, and agents, 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 Agency's wrongful or negligent performance of its obligations under this Supplemental Agreement.

(B) The Agency will require any contractor procured by the Agency to work under this Supplemental 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 (MoDOT) and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000.00 per claimant and \$4,000,000.00 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 Supplemental 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.

(14) NON-EMPLOYMENT OF UNAUTHORIZED ALIENS: Pursuant to Section 285.530, RSMo, to the extent applicable, no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

(A) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity (to the extent applicable) must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

(B) By sworn affidavit, the Railroad (to the extent applicable) affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit 3.

(15) WAIVER OF HEARING ON ISSUANCE OF ADMINISTRATIVE ORDERS: This Supplemental Agreement is made subject to approval of the proposed Project by a final administrative order issued by the Missouri Highways and Transportation Commission, or by the Missouri Administrative Hearing Commission (hereinafter "AHC"), in accordance with Section 389.610, RSMo Supp. 2004. With reference to the issuance of that administrative order, the Railroad, the Agency, and the Commission stipulate that the construction of the Project as described in this Supplemental Agreement will promote public safety and will not adversely affect public necessity. The Railroad and the Agency each consent that the Commission or the AHC, or both, may issue administrative orders

approving and authorizing the construction of this Project in conformity with the provisions of this Supplemental Agreement, and the Railroad and the Agency each waive its right to notice and an opportunity for hearing before the issuance of these administrative orders, provided no other party requests a hearing provided no other party requests a hearing.

(16) NONDISCRIMINATION ASSURANCE: If work under this Supplemental Agreement is funded in whole or in part with any Federal funds administered by the United States Department of Transportation, the following provisions apply, to the extent applicable:

(A) Civil Rights Statutes: The Railroad and Agency shall comply with all applicable state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Railroad or Agency is providing services or operating programs on behalf of MoDOT or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Railroad and Agency shall comply with the applicable administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Supplemental Agreement.

(C) Nondiscrimination: The Railroad (to the extent applicable) and Agency shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Railroad (to the extent applicable) and Agency shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Railroad (to the extent applicable) and Agency. These apply to all solicitations either by competitive bidding or negotiation made by the Railroad (to the extent applicable) and Agency for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Railroad (to the extent applicable) and Agency of the requirements of this Supplemental Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Railroad and Agency shall provide all information and reports required by this Supplemental Agreement, or orders and instructions issued pursuant thereto, and will permit access at reasonable times and

places to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Railroad and Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Railroad and Agency shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Railroad and Agency fails to comply with the applicable nondiscrimination provisions of this Supplemental Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Supplemental Agreement until the Railroad complies; and/or
2. Cancellation, termination or suspension of this Supplemental Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Railroad (to the extent applicable) and Agency shall include the provisions of Section (16) of this Supplemental Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The Railroad (to the extent applicable) will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Railroad (to the extent applicable) and Agency becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Railroad and Agency may request the United States to enter into such litigation to protect the interests of the United States.

(17) COMPLIANCE WITH LAWS: The Railroad and Agency shall comply with all applicable Federal, State, and local laws and regulations in the performance of this Supplemental Agreement; provided that nothing in this Supplemental Agreement is intended to waive or be construed as the Railroad's consent to waive the preemptive effect of federal law as to the Railroad.

(18) BUY AMERICA REQUIREMENTS: If the requirements of 23 U.S.C. § 313 and 23 C.F.R. 635.410 apply to the Project and as a result of final engineering for the Project, Railroad determines that by exercising commercially reasonable efforts, it cannot comply with such requirements, then representatives of the parties shall meet to discuss acceptable resolution, which may be achieved by any one of the following means:

(A) Pursuing a waiver of regulatory requirements with the Federal funding agency;

(B) Altering the funding sources of the Project (i.e., removing Federal funding) and amending this Supplemental Agreement accordingly; or

(C) Terminating this Supplemental Agreement.

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

(20) COMMISSION REPRESENTATIVE: The Multimodal Operations Director is designated as the Commission's representative for the purpose of administering the provisions of this Supplemental Agreement.

(21) ASSIGNMENT: The Railroad or Agency shall not assign, transfer, or delegate any interest in this Supplemental Agreement without the prior written consent of the Commission, which consent shall not be unreasonably withheld or delayed.

(22) LAW OF MISSOURI TO GOVERN: This Supplemental Agreement shall be construed according to the laws of the State of Missouri. The Railroad, Agency and Commission shall comply with all applicable local, state, and federal laws and regulations relating to the performance of this Supplemental Agreement, provided that nothing in this Supplemental Agreement is intended to waive or be construed as the Railroad's consent to waive the preemptive effect of federal law as to the Railroad.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Supplemental Agreement, or regarding its alleged breach, shall be instituted in the Circuit Court of Cole County, Missouri, or if applicable, in the U.S. District Court for the Western District of Missouri.

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

(25) AUDIT OF RECORDS: The Railroad and Agency shall maintain all records relating to this Supplemental Agreement, including but not limited to invoices and payrolls. 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 Supplemental Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Supplemental Agreement.

(26) RAILROAD NOTIFICATION: At least five (5) days prior to the

commencement of work described in Section 2 or Section 5, the Railroad shall notify the Commission of the date it plans to commence said work. If the Commission does not receive said notification from the Railroad, the Commission may withhold an amount of five percent (5%) of the final payment to the Railroad. Such five percent (5%) payment will not be provided to the Railroad until after a final audit has been performed by the Commission.

(27) AUTHORITY TO EXECUTE: The signers of this Supplemental 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 Supplemental Agreement.

(28) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Master Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

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

Executed by Railroad this _____ day of _____, 20____.

Executed by Commission this _____ day of _____, 20____.

Executed by Agency this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

BNSF RAILROAD

By _____

Name _____

Title _____

ATTEST:

Commission Secretary

CITY OF SPRINGFIELD, MISSOURI

By _____

Title

APPROVED AS TO FORM:

Senior Administrative Counsel

By _____

Title

By _____

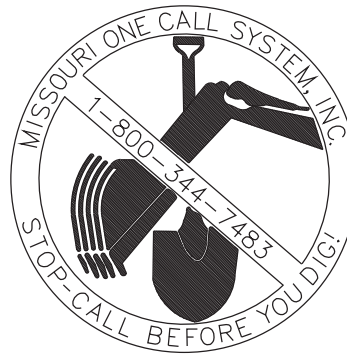
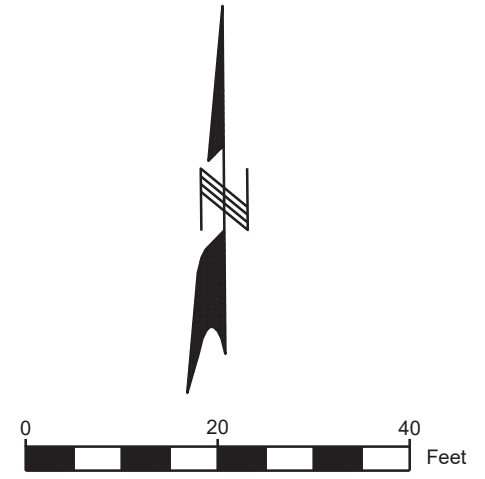
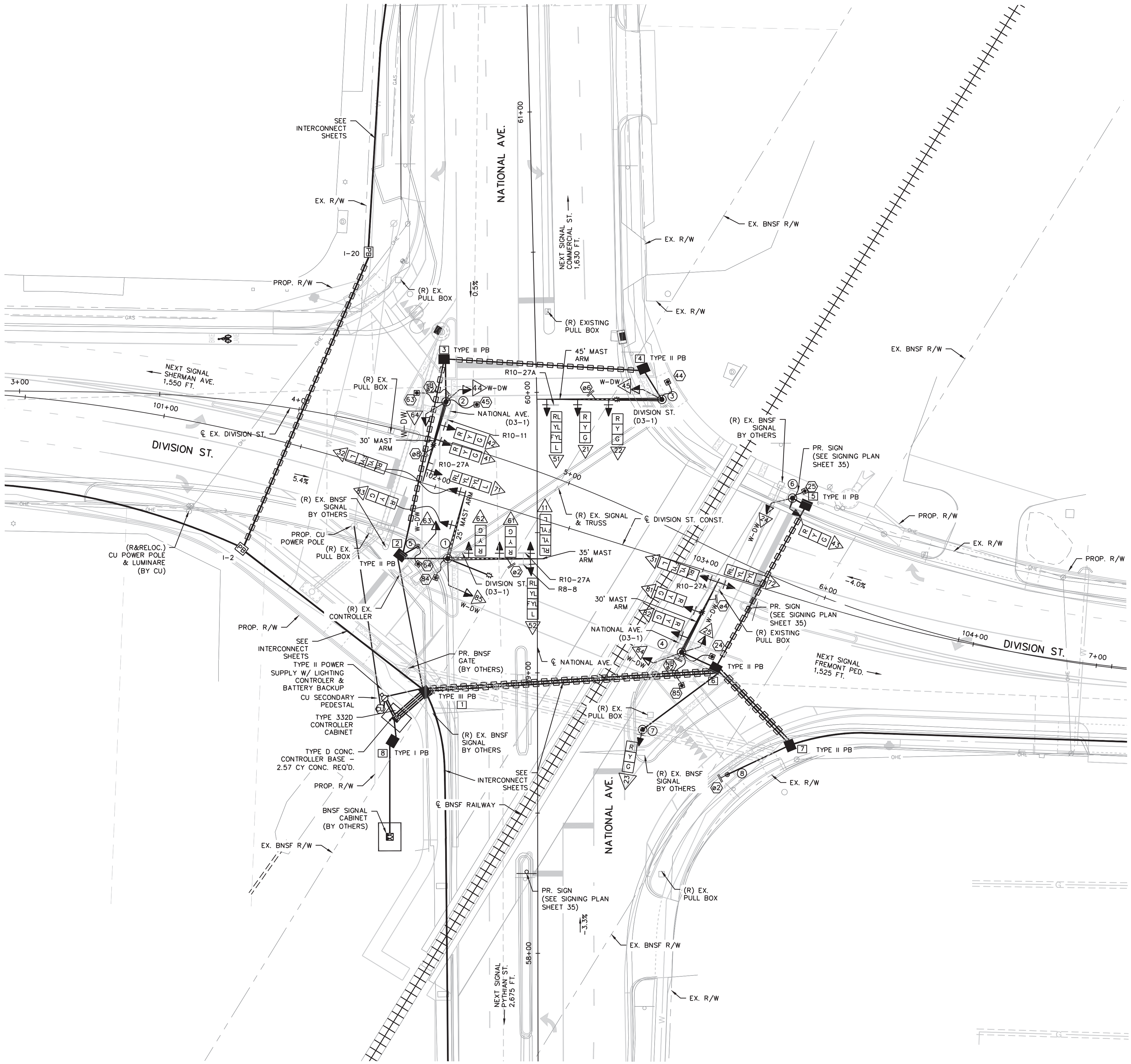
Title

SIGNAL SYMBOLS LEGEND:

- CONVENTIONAL SIGNAL HEAD WITH BACKPLATE
- PEDESTRIAN SIGNAL HEAD
- OVERHEAD OR SHAFT MOUNTED SIGN
- CONTROLLER (FRONT DOOR OF CABINET)
- PULL BOX
- CONCRETE BASE
- POWER SUPPLY
- PEDESTRIAN PUSHBUTTON
- MAST ARM WITH SIGNAL HEAD
- RADAR DETECTOR
- STOP LINE (BAR)
- LANE USE
- R RED BALL*
- Y YELLOW BALL*
- G GREEN BALL*
- RL RED LEFT ARROW*
- YL YELLOW LEFT ARROW*
- L GREEN LEFT ARROW*
- FYL FLASHING YELLOW LEFT ARROW*
- W WALK (MAN SYMBOL)
- DW DON'T WALK (HAND SYMBOL)
- 44 SIGNAL FACE NUMBER
- 2 POST NUMBER
- 43 DETECTOR NUMBER
- 2 PULL BOX NUMBER
- 2 RADAR DETECTOR NUMBER
- LUMINARE
- CONDUIT
- BORED CONDUIT
- EXISTING CONDUIT
- 4"PVC SIZE & TYPE OF CONDUIT
- 2-16c#12 NUMBER, CONDUCTORS, & AWG SIZE OF CABLE
- * - ALL 12" LENS WITH TUNNEL VISOR

GENERAL NOTES

- ALL CONDUIT TO BE IN TRENCH OR BORED AS NOTED. TRENCH FOR CONDUIT SHALL BE A MINIMUM OF 20" DEEP, 28" MAXIMUM, EXCEPT AS DIRECTED BY THE TRAFFIC ENGINEER. CONDUIT UNDER STREETS AND DRIVEWAYS SHALL BE A MINIMUM OF 24" DEEP BELOW PAVEMENT, EXCEPT AS DIRECTED BY THE TRAFFIC ENGINEER. ALL CONDUIT TO BE INSTALLED WITH A MINIMUM 18" HORIZONTAL CLEARANCE FROM WATER & GAS UTILITIES.
- EXACT LOCATION OF BASES, PULL BOXES, AND DETECTOR LOOPS TO BE DETERMINED IN THE FIELD WITH APPROVAL BY THE TRAFFIC ENGINEER.
- CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES BEFORE EXCAVATION. UTILIZE "MISSOURI ONE-CALL" BY CALLING "MISSOURI ONE-CALL SYSTEM INC.".
- ALL CONSTRUCTION SIGNS AND BARRICADES MUST BE UTILIZED AND MAINTAINED IN COMPLIANCE WITH PART VI OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", 2003 EDITION OR LATEST REVISION THEREOF.
- ALL PULL BOX LIDS SHALL BEAR THE LEGEND "TRAFFIC SIGNALS".
- LUMINAIRES AND BRACKET ARMS TO BE PROVIDED BY CU AND INSTALLED BY CONTRACTOR.



REVISIONS				DEPARTMENT OF PUBLIC WORKS SPRINGFIELD, MISSOURI	
NUMBER	BY	DATE	REMARKS		
				DIVISION STREET & NATIONAL AVENUE INTERSECTION IMPROVEMENTS	
				SIGNAL PLAN – PLAN VIEW	
				APPROVED _____ DATE _____ DIRECTOR OF PUBLIC WORKS	
DESIGN <u>RTS</u>		SCALES		SHEET <u>28</u> OF <u>43</u> SHEETS	
DRAWN <u>MWD</u>		HOR. <u>1"=20'</u>		DATE: 7/16/2021	
CHECKED <u>RTS</u>		VERT. <u>N/A</u>		FILE NO. 2019PW0050TSWE	



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Crawford, Murphy & Tilly
Engineers and Consultants
1631 W Ellendale, Springfield, Missouri 65807
tel 417-869-6009 fax 417-869-8129
05/28/2018

CMT JOB# 17320-01-00

EXHIBIT

2

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
STATE OF MISSOURI

LOCATION SPRINGFIELD

DETAILS OF ESTIMATE

PLAN ITEM : 000342387

VERSION : 6

PURPOSE, JUSTIFICATION AND DESCRIPTION

NATIONAL-DIVISION, SPRINGFIELD, MO; REPLACE CONSTANT WARNING / FLASHERS / GATES / INSTALL ADV PREEMPT; HEARTLAND DIV; CUBA SUBDIV; LS 1011; MP 237.76; DOT# 664172S; SEQ# 85912.

MONTHLY POWER UTILITY COST CENTER : 61696.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY.

THIS ESTIMATE IS GOOD FOR 180 DAYS. THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

***** SIGNAL WORK ONLY *****

THE STATE OF MISSOURI IS FUNDING 50% OF THIS PROJECT, BNSF IS FUNDING 50%.

MAINTAIN PROPRIETARY CONFIDENTIALITY.

PRIMARY FUNDING SOURCE IS FHWA

** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

ELECTRICAL LABOR F/SIGNAL EQUIPMENT	54.0	MH	2,787	
SIGNAL FIELD - REPLACE	840.0	MH	36,430	
SIGNAL SHOP LABOR - CAP	0.01	MH	1	
PAYROLL ASSOCIATED COSTS			25,635	
DA OVERHEADS			42,562	
EQUIPMENT EXPENSES			8,721	
INSURANCE EXPENSES			6,862	
TOTAL LABOR COST			122,998	122,998

MATERIAL				

ADV PREEMPT PACKAGE	1.0	LS N	6,594	
ARRESTOR, MDSA-2 XS	1.0	EA N	734	
BATTERY, VGL-255	10.0	EA N	2,585	
BATTERY, VGL-350	9.0	EA N	3,039	
BELLS	1.0	EA N	206	
BUNGALOW 8X8 W/ AC	1.0	LS N	14,390	
BUNGALOW MATERIAL	1.0	LS N	7,564	
CABLE, 2C/6 TW	1000.0	FT N	1,490	
CABLE, 3C/2	250.0	FT N	1,793	
CABLE, 5C/10	70.0	FT N	157	
CABLE, 5C/6	750.0	FT N	3,758	
CABLE, 7C/14	750.0	FT N	1,545	
CHARGERS, 12/80 (20/40/60)	2.0	EA N	2,995	
CONSTANT WARNING, XP4, 1TK	1.0	EA N	17,280	
ELECTRICAL MATERIAL	1.0	LS N	1,500	
EVENT RECORDER	1.0	EA N	5,657	
FIELD MATERIAL	1.0	LS N	7,372	
FILL DIRT	60.0	CY N	1,500	
FOUNDATION, CONCRETE	1.0	EA N	274	
GATE KEEPER	1.0	EA N	1,367	
GATE MECHANISM, S-60	1.0	EA N	5,455	
LED LIGHT	4.0	EA N	896	
SHUNT ENHANCER PANEL	1.0	EA N	5,304	
SHUNT, NBS	2.0	EA N	1,982	
SURFACE ROCK	30.0	CY N	1,500	
USE TAX			7,111	
OFFLINE TRANSPORTATION			1,207	
TOTAL MATERIAL COST			105,255	105,255

OTHER

AC POWER SERVICE	1.0 EA N	10,000	
BUNGALOW, WIRE AND TEST	1.0 LS N	9,121	
CONTRACT ENGINEERING	1.0 LS N	15,000	
DIRECTIONAL BORING	500.0 FT N	25,000	
TRAFFIC ENGINEERING STUDY	1.0 LS N	30,000	
TOTAL OTHER ITEMS COST		89,121	89,121
PROJECT SUBTOTAL			317,374
CONTINGENCIES			30,023
BILL PREPARATION FEE			3,474
GROSS PROJECT COST			350,871
LESS COST PAID BY BNSF			175,435
TOTAL BILLABLE COST			175,436

AUTHORITY FOR EXPENDITURE

LOCATION : SPRINGFIELD	LINE SEGMENT : 1011	AFE NUMBER :
PLANITEM NUMBER : 928100000	MILEPOST : 237.76	RFA NUMBER : 5930623
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : HL	CPAR NUMBER : CR120023
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : KISSICK	BUDGET YEAR : 2023
JOINT FACILITY : MODOT	TRACK TYPE : 7	BUDGET CLASS : 6
% BILLABLE (+/-) : 50.0	TAX STATE : MO	REPORTING OFFICE : 101
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : 13708

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP - HLW DIV KISSICK SUB LS 1011 MP 237.76 DOT# 664172S 50% BILLABLE TO MODOT SURFACE 50/50 COST SPLIT WITH MODOT ON RAILROAD WORK. ADDITIONAL ROADWAY WORK BY CITY IN CONJUNCTION WITH SURFACE/SIGNAL UPGRADES

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
928100000	1011	237.76	237.76	7	SPRINGFIELD	SPRINGFIELD	PUBLIC IMPROVEMENT PROJECT	2023

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	28,677	0	4,723	0	33,400	66,800
MATERIAL COSTS	25,621	0	0	0	25,622	51,243
OTHER COSTS	6,584	0	47	0	6,629	13,260
TOTALS	60,882	0	4,770	0	65,651	131,303

SYSTEM MAINTENANCE AND PLANNING

ESTIMATE REF. NUMBER: 5930623

COSTING DATE: 05/03/2023

PRINTED ON: 05/03/2023

ESTIMATED BY: STANAT

PRINTED BY: STANAT

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

BNSF RAILWAY COMPANY
FHPM ESTIMATE FOR
MODOT

LOCATION SPRINGFIELD

DETAILS OF ESTIMATE

PLAN ITEM : 928100000

VERSION : 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP - HLW DIV KISSICK SUB LS 1011 MP 237.76 DOT# 664172S 50% BILLABLE TO MODOT SURFACE AND SIGNAL UPGRADES. SIGNAL WORK UNDER SIGNAL SEQ #85912. 50/50 COST SPLIT WITH MODOT ON RAILROAD WORK. ADDITIONAL ROADWAY WORK BY CITY IN CONJUNCTION WITH SURFACE/SIGNAL UPGRADES

REQUESTED BY KARA BROCKAMP 3/14/23

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

REPLACE PUBLIC CROSSING - TOTAL REHAB	487.3	MH	18,353	
SURFACE TRACK - REPLACEMENT - CAP	26.4	MH	1,026	
UNLOAD BALLAST - REPLACEMENT - CAP	2.2	MH	83	
PAYROLL ASSOCIATED COSTS			12,721	
DA OVERHEADS			21,121	
EQUIPMENT EXPENSES			10,092	
INSURANCE EXPENSES			3,404	
TOTAL LABOR COST			66,800	66,800

MATERIAL				

BALLAST NT, SYSTEM AVERAGE COST	100.0	NT **	1,387	
SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	504.0	EA **	1,094	
XING CONC 115LB 10FT TIES TANGENT	224.0	FT **	40,941	
XING CONC RAMP 136LB COMPLETE SET	1.0	ST **	339	
MATERIAL HANDLING			2,186	
ONLINE TRANSPORTATION			1,550	
USE TAX			3,214	
OFFLINE TRANSPORTATION			532	
TOTAL MATERIAL COST			51,243	51,243

OTHER				

EQUIPMENT RENTAL - SURFACING SET	1.0	DAY	1,000	
TOTAL OTHER ITEMS COST			1,000	1,000
PROJECT SUBTOTAL				119,043
CONTINGENCIES				10,959
BILL PREPARATION FEE				1,301
GROSS PROJECT COST				131,303
LESS COST PAID BY BNSF				65,652
TOTAL BILLABLE COST				65,651

National Avenue and Division Street Intersection
City of Springfield Estimate for
State of Missouri

Total Construction Cost	\$1,298,940.60
Total Equipment Cost	\$114,520.59
Project Subtotal	\$1,413,461.19
Continencies	\$141,346.12
Gross Project Cost	\$1,554,807.31
Total Billable Cost 60% not to Exceed \$750,000	\$932,884.39

EXHIBIT

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ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF KANSAS)

COUNTY OF WYANDOTTE) ss.

On the 21ST day of FEBRUARY, 2023, before me appeared (Affiant's name:) KARA J BROCKAMP, who is personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to this affidavit, and being by me first duly sworn, he/she stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the (Title:) Manager Public Projects of **BNSF Railway Company**, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and will not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 USC § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Kara J Brockamp
Affiant Signature

Subscribed and sworn to before me in the city or county and state, and upon the day and year first above-written.

My commission expires:

Gary W. Dodge
Notary Public

10-21-2024
MY APPOINTMENT
EXPIRES 10-21-2024

[documentation of enrollment/participation in a federal work authorization program attached]



**PLACEHOLDER FOR
CITY ORDINANCE
AUTHORIZING EXECUTION OF THIS AGREEMENT
BY SPECIFIC PUBLIC OFFICERS**

*[DRAFTER'S NOTE: PLEASE INSERT ACTUAL EXHIBIT
IN LIEU OF THIS PLACEHOLDER PAGE, AND
THEN DELETE THIS PAGE]*

EXHIBIT
5

SPECIAL PROVISIONS FOR PROTECTION OF BNSF RAILWAY COMPANY INTERESTS

To Report an Emergency on the railroad call: (800) 832-5452

The _____ railroad crossing, _____ County at DOT# _____

1. Authority of Railroad Engineer and Commission's Representative.

1.1 The authorized representative of BNSF Railway Company, herein called "Railroad Engineer", shall have final authority in all matters affecting the safe maintenance and operation of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks.

1.2 The authorized representative of the Missouri Highways and Transportation Commission, herein called "Engineer", shall have authority over all other matters as prescribed herein and in the project specifications.

2.0 Contractor's indemnity Obligations to the Railroad.

2.1 The term "contractor" as used in this special provision includes any and all subcontractors. The contractor shall indemnify, defend and hold harmless the Railroad from and against any and all loss, damage, claims, demands, causes of action, costs and expenses of whatsoever nature arising out of injury to or death of persons whomsoever, or out of damage to or destruction of property whatsoever, including, without limitation, damage to fiber optic, communication and other cable lines and systems, where such injury, death, damage or destruction results from any cause arising out of work performed by the contractor pursuant to the agreement between Railroad and the Commission for the project, and shall also release the Railroad from and shall waive any claims for injury or damage to equipment or other property, which may result from the construction, maintenance and operation of railroad tracks, wire lines, fiber optic cable, pipe lines and other facilities on said right of way of the Railroad by the contractor. **THE LIABILITY ASSUMED BY THE CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF THE RAILROAD, THE RAILROAD'S AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROVEN BY ANY CLAIMANT TO HAVE BEEN PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE OR GROSS NEGLIGENCE OF THE RAILROAD.** The contractor's indemnity shall include loss of profits or revenue arising from damage or destruction to fiber optic, communication and other cable lines and systems.

2.2 In addition to the indemnity obligations contained in the preceding paragraph, the contractor shall indemnify, defend and hold harmless the Railroad from any claims, expenses, costs, actions, demands, losses, fines, penalties, and fees, of whatsoever nature arising from, related to or connected, in whole or in part, with the following:

(a) The removal of the contractor's agents, servants, employees or invitees from the Railroad's property for safety reasons.

(b) Contractor's compliance or failure to comply with the provision of applicable law in connection with the performance of contractor's work.

2.3 Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

3.0 Notice of Starting Work.

3.1 The contractor shall not commence any work on Railroad's right of way until the contractor has complied with the following conditions:

(a) At least 30 days in advance of the date the contractor proposes to begin work on Railroad's right of way, the contractor shall give the Railroad written notice to the address below with copy to the Engineer who has been designated to be in charge of the work.

Ms. Kara J. Brockamp
Manager of Public Projects
BNSF
kara.brockamp@bnsf.com

(b) Obtain written or electronic authorization from the Railroad to begin work on the Railroad's right of way, such authorization to include an outline of specific conditions with which contractor shall comply.

(c) Obtain the insurance coverage required in Section 13.0 of this job special provision. Contractor shall submit written evidence of such coverage to Railroad prior to commencing any work.

(d) Prior to performing any work on Railroad's property, right —of way or in an area that may impact Railroad's operations, the contractor's employees, representatives or agents who are regularly assigned to perform work on the project shall complete the safety orientation training available on the internet at www.contractororientation.com, hereinafter called, "Internet Safety Orientation". If the contractor's employee, representative or agent is not regularly assigned to perform work on the project, hereinafter called "Flexible Worker(s)", the contractor shall ensure that any Flexible Worker receives appropriate safety training prior to performing any work on the Railroad's property, right —of way or in an area that may impact the Railroad's operations. The content of safety training for Flexible Workers shall include the information covered in the Internet Safety Orientation. The approximate cost of the Internet Safety Orientation is \$11 per person, subject to annual escalation.

3.2 The Railroad's written authorization to proceed with the work, with a copy to the Engineer, will include the names, addresses and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

4.0 Interference with Railroad Operations.

4.1 The contractor shall arrange and conduct all work so that there shall be no interference with the Railroad's operations, including train, signal, telephone and telegraphic services; or damage to the Railroad's property; poles, wires and other facilities of tenants, licensees, easement grantees and invitees on the Railroad's right of way. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the contractor from liability. Any work to be performed by the contractor that requires flagging service or inspection service shall be deferred by the contractor until the flagging service required by the Railroad is available at the job site.

4.2 Whenever work within the Railroad's right of way is of such a nature that impediment to the Railroad's operations is unavoidable, such as use of runaround tracks or necessity for reduced speed, the contractor shall schedule and conduct these operations so that such impediment is reduced to the absolute minimum.

4.3 Should conditions arising from, or in connection with the work require that immediate and unusual provisions be made to protect the Railroad's operations and property, the contractor shall make such provisions. If in the judgment of the Railroad Engineer, or the Engineer if the Railroad Engineer is absent, such

provision is insufficient, the Railroad Engineer or Engineer may require or provide such provisions as deem necessary. In any event, such provisions shall be at the contractor's expense and without cost to the Railroad or the Commission.

4.4 The contractor shall be responsible for any damage to the Railroad as a result of work on the project, which shall include but not be limited to interference with the normal movement of trains caused exclusively by the work performed by the contractor. The contractor shall be responsible for damages for the Railroad's train delays that are caused exclusively by the contractor. The Railroad agrees not to perform any act to unnecessarily cause any train delay. The damages for train delays per freight hour will be billed at an average rate per hour as determined from the Railroad's records. These records shall be provided by the Railroad, upon request, to the Commission or the Commission's contractor.

5.0 Track Clearances.

5.1 The minimum track clearances to be maintained by the contractor during construction are shown on the project plans. However, before undertaking any work within Railroad's right of way, or before placing any obstruction over any track, the contractor shall:

- (a) Notify the Railroad Engineer at least 72 hours in advance of the work.
- (b) Receive assurance from the Railroad Engineer that arrangements have been made for flagging service as may be necessary.
- (c) Receive permission from the Railroad Engineer to proceed with the work.
- (d) Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response.

5.2 The contractor shall fully comply with any horizontal and vertical clearance requirements imposed by Missouri state statutes and regulations and Federal statutes and regulations regarding the placement of structures or equipment near or over railroad tracks.

6.0 Construction Procedures.

6.1 General. Construction work on the Railroad's property shall be:

- (a) Subject to the inspection and review of the Railroad.
- (b) In accordance with the Railroad's written outline of specific conditions.
- (c) In accordance with this special provision.

6.2 Excavation. The subgrade of an operated track shall be maintained with the berm edge at least 12 feet from centerline of track and not more than 26 inches below top of the rail. The contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained. The contractor shall cease all work and notify the Railroad immediately before continuing excavation in the work area if obstructions are encountered which do not appear on the drawings. If the obstruction is a utility and the owner of the utility can be identified, then the contractor shall also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work shall be performed until the exact location has been determined. There will be no exceptions to these instructions. Additionally, all excavations shall be conducted in compliance with applicable Occupational Safety and Health Act regulations and, regardless of depth, shall be shored where there is any danger to tracks, structures or personnel. Any excavations, holes or trenches on the Railroad's property shall be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas shall be secured and left in a condition that will ensure that Railroad's employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations shall be back filled as soon as possible.

6.3 Maintenance of Railroad Facilities. The contractor shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from contractor's operations. The contractor shall promptly repair eroded areas within Railroad's right of way and repair any other damage to the Railroad's property, tenants, licensees, easement grantees and invitees. All such maintenance and repair of damages due to the contractor's operations shall be done at the contractor's expense.

6.4 Storage of Materials and Equipment.

6.4.1 The contractor shall not store or stockpile construction materials or equipment closer than 25 feet to the centerline of the nearest railroad track or on the Railroad's property not covered by construction easement, contractor's permit, lease or agreement. Additionally, the contractor shall not store or leave materials or equipment within 250 feet of the edge of any highway/rail at-grade crossings. Further, both sides of a main track shall remain unobstructed for a distance of 10 feet from the exterior edge of the track at all times to allow for stopped train inspection.

6.4.2 Machines or vehicles shall not be left unattended with the engine running. Parked machines or equipment shall be in gear with brakes set and with blade, pan or bucket lowered to the ground if so equipped. All grading or construction machinery that is left parked near the track unattended shall be effectively immobilized so that unauthorized persons cannot move such equipment.

6.5 Cleanup. Upon completion of the work, the contractor shall remove from within the limits of the Railroad's right of way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the contractor, and leave said right of way in a neat condition satisfactory to the Railroad Engineer.

6.6 Buried Cable and Other Buried Facilities.

5.6.1 The contractor is placed on notice that fiber optic, communication and other cable lines and systems, collectively the "Lines", owned by various telecommunications companies may be buried on Railroad's property or right of way. The locations of the buried Lines, pipelines or utility facilities have been included on the plans based on information from the telecommunications companies, pipeline operators, or utilities, as the case may be. The contractor shall be responsible for contacting the Railroad Engineer, the Railroad's 24-hour information number (1-800-533-2891), the telecommunications companies, pipeline operators and utilities and notifying them of any work that may damage the buried Lines, pipelines, utility facilities and/or interfere with their service. The contractor shall verify the location of all buried Lines, pipelines and utility facilities shown on the plans or marked in the field in order to establish their exact locations prior to or while doing work on the Railroad's property or right of way. The contractor shall also use all reasonable methods when working on the Railroad's property or right of way to determine if any other buried Lines, pipelines or utility facilities exist on the Railroad's property or right of way.

6.6.2 Failure to mark or identify the buried Lines, pipelines or utility facilities will be sufficient cause for the Railroad Engineer to stop construction at no cost to the Commission or Railroad until these items are completed. The contractor shall be responsible for the rearrangement of any buried facilities, Lines, pipelines or utility facilities determined to interfere with the construction. The contractor shall cooperate fully with any telecommunications companies, pipeline operators and utility facility owners in performing such rearrangements.

7.0 Damages. The Railroad will not assume liability for any damages to the contractor, contractor's work, employees, servants, equipment and materials caused by railroad traffic. Any cost incurred by the Railroad for repairing damages to Railroad's property or to property of the Railroad's tenants, licensees, easement grantees and invitees caused by or resulting from the contractor's operations shall be paid directly to the Railroad by contractor.

8.0 Flagging Services.

8.1 When Required. Under the terms of the agreement between the Commission and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect the Railroad's operations. In general, the requirements of such services will be whenever the contractor's personnel or equipment are, or are likely to be, working on the Railroad's right of way within 25 feet of the centerline of any track, or across, over, adjacent to, or under a track, or

when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging, or reasonable probability of accidental hazard to Railroad's operations or personnel. Normally, the Railroad will assign one flagger to a project; but in some cases, more than one may be necessary, such as yard limits where 3 flaggers may be required. However, if the contractor works within distances that violate instructions given by Railroad Engineer or performs work that has not been scheduled with the Railroad Engineer, flaggers may be required full time until the project has been completed.

8.2 Scheduling and Notification.

8.2.1 Not later than the time that approval is initially requested to begin work on the Railroad's right of way (30 days), contractor shall furnish to the Railroad and the Commission a schedule for all work required to complete the portion of the project within Railroad's right of way and arrange for a job site meeting between the contractor, the Engineer, and the Railroad Engineer. Flaggers may not be provided until the job site meeting has been conducted and the contractor's work scheduled.

8.2.2 The contractor shall be required to give the Railroad Engineer at least 30 days of advance written notice of intent to begin work within Railroad's right of way in accordance with this special provision. Once begun, if such work is then suspended at any time, or for any reason, the contractor shall be required to give the Railroad Engineer at least 5 working days of advance notice before resuming work on Railroad's right of way. Such notices shall include sufficient details of the proposed work to enable the Railroad Engineer to determine if flagging will be required. If such notice is in writing, the contractor shall furnish the Engineer a copy; if notice is given verbally, the notice shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagger or flaggers are present at the job site. Obtaining a flagger or flaggers may take up to 30 days to obtain initially from the Railroad. When flagging begins, the flagger is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, obtaining a flagger or flaggers may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, 10 working days notice may be necessary before flagging services may be discontinued and responsibility for payment stopped. Notification for flagging should be addressed to:

Mr. Nathan Norris, Roadmaster
BNSF Railway
1625 N. Lexington
Springfield, MO 65802
Cell-(636) 288-0534
nathaniel.norris@bnsf.com

8.2.3 If, after the flagger is assigned to the project site, emergencies arise which require the flagger's presence elsewhere, then the contractor shall delay work on the Railroad's right of way until such time as the flagger is again available. Any additional costs resulting from such delay shall be borne by the contractor and not the Railroad.

8.2.4 The contractor shall provide a temporary structure to provide shelter from weather conditions for the person(s) providing flagging protection service on behalf of the Railroad as described herein. The structure shall be provided in an area immediately accessible to the Railroad's main track and the construction site, and be equipped with telephone service, lighting and desk.

8.3 Payment.

8.3.1 The Commission will pay the Railroad directly for the cost of flagging services associated with the project by deducting the amount from the normal contractor payments.

8.3.2 The Railroad shall submit progress invoice to the Engineer during the time flagging services are required. A final invoice shall be submitted to the Engineer within 180 days of completion of the project. This is defined as the point in time at which the Commission and the Railroad both accept the project and the contractor is relieved of contractual obligation. Should the invoice not be received within this time period, the Railroad will be responsible for obtaining payment directly from the contractor.

8.3.3 Should a dispute between the Railroad, the Commission and the contractor develop concerning the cost of flagging service or should the contractor fail to promptly pay the Railroad for flagging services, the full amount of the Railroad's invoice will be deducted from the contractor's payment request. However, The Commission will send only 95 percent of the amount requested to the Railroad. The Commission will make a corrected payment once a settlement is reached between the Railroad, the Commission and the contractor.

8.3.4 The contractor shall be responsible for arranging needed flagging services as required by the Railroad to accomplish the highway improvement.

8.3.5 The cost of flagging service is approximately \$1000 per day based on an 8-hour work day and a 40-hour work week. This cost includes the base pay for the flagger, overhead, and per diem charge for travel expenses, meals and lodging. The charge to the contractor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required. Work by a flagger in excess of 8 hours per day or 40 hours per week but not more than 12 hours a day will result in overtime pay at 1 1/2 times the appropriate rate. Work by a flagger in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 1/2 times the normal rate. Railroad expenses

incurred preparing and handling invoices will also be charged to the contractor and/or the Commission. Charges to the contractor and/or the Commission by the Railroad shall be in accordance with applicable provisions of Volume 1, Chapter 4, §3 and Volume 6, Chapter 6, §2, Subsection 1 of the Federal-Aid Highway Program Manual issued by the Federal Highway Administration, including all current amendments. Flagging costs are subject to change. The above estimates of flagging cost are provided for information only and are not binding in any way. Each time a flagger is called, the minimum period for billing will be the 8 hour basic day unless the flagger can be assigned to other Railroad work during the work day.

8.3.6 A maximum of one hour travel time each way per day per flagger will be required for travel to and from the project.

8.4 Verification.

8.4.1 Any complaints concerning a flagger shall be resolved in a timely manner. If need for a flagger is questioned, please contact the Railroad Engineer and Ms. Kara Brockamp, Manager of Public Projects at 913-551-4484. All verbal complaints shall be confirmed in writing by the contractor within 5 working days with copy to the Railroad Engineer and Engineer. All written correspondence shall be addressed to Ms. Townlian as shown in Section 2.1 of this job special provision.

8.4.2 The Railroad flagger assigned to the project will be responsible for notifying the Engineer upon arrival at the job site on the first day, or as soon thereafter as possible, that flagging services begin and on the last day that flagger performs such services for each separate period that services are provided. The Engineer will document such notification in the project records.

9. Haul Across Railroads.

9.1 Where the plans show or imply that materials of any nature must be hauled across the Railroad's tracks, unless the plans clearly show that the Commission has included arrangements for such haul in the agreement with the Railroad, the contractor shall be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's tracks. The contractor shall be required to bear all costs incidental to such crossings, including flagging, whether services are performed by contractor's own forces or by Railroad's personnel.

9.2 No crossing may be established for use of the contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for the installation, maintenance, necessary watching and flagging thereof and removal, all at the expense of the contractor, is first obtained from the Railroad Engineer.

10.0 Work for the Benefit of the Contractor. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans, and are included in the agreement between the

Commission and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Commission and/or the Railroad. Should the contractor desire any changes in addition to the above, then contractor shall make separate arrangements with the Railroad for same to be accomplished at the contractor's expense.

11.0 Cooperation and Delays. The contractor shall arrange a schedule with the Railroad for accomplishing staged construction involving work by the Railroad or tenants, licensees, easement grantees and invitees of the Railroad. In arranging a schedule, the contractor shall ascertain, from the Railroad, the lead time required for assembling crews, materials and make due allowance. No charge of claims of the contractor against the Railroad will be allowed for hindrance or delay on account of railway traffic for any work done by the Railroad, other delay incident to or necessary for safe maintenance of railway traffic, or for any delays due to compliance with this special provision.

12.0 Trainman's Walkways. Along the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains shall be maintained extending to a line not less than 12 feet from centerline of track. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railway's protective service is provided shall be removed before the close of each work day. Any excavation near the walkway, the contractor shall install a handrail with a 12 feet minimum clearance from centerline of track.

13.0 Insurance. The amount of work to be performed upon, over or under Railroad's right of way is estimated to be ____ percent of the contractor's total bid for the project.

13.1 In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, Contractor must, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- (a) Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy must also contain the following endorsements, which must be indicated on the certificate of insurance:

The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.

Waiver of subrogation in favor of and acceptable to Railway.
Additional insured endorsement in favor of and acceptable to Railway.

Separation of insureds.

The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Railway employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

- (b) Business Automobile Insurance. This insurance must contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

Bodily injury and property damage

Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

Waiver of subrogation in favor of and acceptable to Railway.
Additional insured endorsement in favor of and acceptable to Railway.

Separation of insureds.

The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

- (c) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railway.
- (d) Railroad Protective Liability insurance naming only the Railway as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 10 93 and include the following:

Endorsed to include the Pollution Exclusion Amendment
(ISO form CG 28 31 10 93)

Endorsed to include the Limited Seepage and Pollution
Endorsement.

Endorsed to remove any exclusion for punitive damages.
No other endorsements restricting coverage may be added.
The original policy must be provided to the Railway prior to
performing any work or services under this
Agreement

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to contractor.

Other Requirements:

All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against Railway for all claims and suits against Railway. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Railway for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against Railway for loss of its owned or leased property or property under contractor's care, custody or control.

Contractor is not allowed to self-insure without the prior written consent of Railway. If granted by Railway, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by contractor in lieu of insurance. Any and all Railway liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, contractor must furnish to Railway an acceptable certificate(s) of insurance including an original signature of the authorized

representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. Upon request from Railway, a certified duplicate original of any required policy must be furnished. Contractor should send the certificate(s) to the following address:

Railroad:

BNSF Railway Company
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Commission:

Ms. Brandi Baldwin
State Construction and Materials
Engineer
MoDOT
P.O. Box 270
Jefferson City, MO 65102

Any insurance policy must be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

Contractor represents that this Agreement has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this Agreement. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above. Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by contractor, contractor must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming Railway as an additional insured, and requiring that the subcontractor release, defend and indemnify Railway to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify Railway herein.

Failure to provide evidence as required by this section will entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by contractor will not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this

Agreement. Damages recoverable by Railway will not be limited by the amount of the required insurance coverage.

For purposes of this section, Railway means "Burlington Northern Santa Fe LLC", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

13.1.1 Railroad will not accept binders as evidence of insurance, the original policy shall be provided. The named insured, description of the work and designation of the job site to be shown on the Policy are as follows:

(a) Named Insured: BNSF Railway Company

(b) Description and Designation:

_____, _____ County in _____

Job No. RRP-000S(____)

Crossing No. _____

13.2 If any part of the work is sublet, similar insurance and evidence thereof in the same amounts as required of the prime contractor, shall be provided by or in behalf of the subcontractor to cover the subcontractor's operations. Endorsements to the prime contractor's policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.

13.3 All Insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the Railroad's right of way as evidenced by the formal acceptance by the Commission. Insuring Companies may cancel insurance by permission of the Commission and Railroad or on 30 days written notice to the Railroad and Commission.

14.0 Hazardous Materials Compliance and Reporting. Contractor shall be responsible for complying with all applicable federal, state and local governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, as amended; the Oil Pollution Act, as amended; the Hazardous Materials Transportation Act, as amended; and the Comprehensive Environmental Response, Compensation and Liability Act, as amended), and health and safety laws and regulations. In addition to the liability provisions contained elsewhere in this job special provision, the contractor hereby indemnifies, defends and holds harmless the Railroad for, from and against all fines or penalties imposed or assessed by federal, state and local governmental agencies against the Railroad which arise out of contractor's work under this special provision. Notwithstanding the preceding sentence, the contractor will not be liable for pre-existing hazardous materials or hazardous substances discovered on Railroad's property or right of way so long as such hazardous materials or hazardous substances were not caused by (in whole or in part) contractor's work, acts or omissions. If contractor discovers any hazardous waste, hazardous

substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railroad's property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this special provision, the contractor shall immediately:

- (a) Notify the Railroad's Resource Operations Center at (800) 832-5452, of such discovery.
- (b) Take safeguards necessary to protect employees, subcontractors, agents and/or third parties.
- (c) Exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release

15.0 Personal Injury Reporting. The Railroad is required to report certain injuries as a part of compliance with Federal Railroad Administration ("FRA") reporting requirements. Any personal injury sustained by any employee of the contractor, subcontractor or contractor's invitees while on the Railroad's property shall be reported immediately, by phone or mail if unable to contact in person, to the Railroad's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form is to be completed and sent by Fax to the Railroad at (817) 352-7595 and to the Railroad's Project Representative no later than the close of shift on the date of the injury.

16.0 Failure to Comply. In the event the contractor violates or fails to comply with any of the requirements of this special provision, the below orders will be applied. Any such orders shall remain in effect until the contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

- (a) The Railroad Engineer may require that the contractor to vacate the Railroad's property.
- (b) The Engineer may withhold all monies due to the contractor until contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

17.0 Payment for Cost of Compliance. No separate payment will be made for any extra cost incurred on account of compliance with this special provision. All such cost shall be included in the contract unit price for other items included in the contract. Railroad will not be responsible for paying the contractor for any work performed under this special provision.

18. Environmental. Contractor shall strictly comply with all Environmental Laws (as defined below). Contractor shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises. Small quantities of diesel

fuel, engine oil, and hydraulic fluids used in the operation of Contractor's equipment shall not be deemed a violation of this Section 18.

Contractor shall give Railroad immediate notice to Railroad's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Contractor shall use its best efforts to immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Contractor's use of the Premises must be immediately reported to Railroad at EnvironmentalLeases@bnsf.com. Contractor also shall give Railroad prompt notice of all measures undertaken on behalf of Contractor to investigate, remediate, respond to or otherwise cure a release or violation.

If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws caused by Contractor or arising in any way with respect to Contractor's work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.

If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall characterize any such impacted soils. Upon receiving sampling results, Contractor shall, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility in accordance with all Environmental Laws. Either Contractor or Agency shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway approved source, and supporting documentation shall be provided to Railway upon request.

Contractor shall promptly report to Railroad in writing any conditions or activities upon the Railroad Property known to Contractor which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or

activities; provided, however, that Contractor's reporting to Railroad shall not relieve Contractor of any obligation whatsoever imposed on it by this Agreement. Contractor shall promptly respond to Railroad's request for information regarding said conditions or activities.

Notwithstanding anything in this Section 5, the parties agree that BNSF has no duty or obligation to monitor Contractor's use of the property or right of way to determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.

"Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

"Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

National Avenue and Division Street Crossing Improvements

Exhibit B



City of Springfield, Missouri



DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
025

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46120	20	73020	414110	102771	00000	\$ 750,000	Contribution from MHTC for National/Division Intersection
Net Revenue Adjustment						\$ 750,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46120	20	73020	509110	102771	00000	\$ 750,000	National/Division Intersection Improvements
Net Expenditure Adjustment						\$ 750,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2023-24 budget by appropriating \$750,000 from the Missouri Highways and Transportation Commission (MHTC) for the National/Division Intersection Improvement Project.

Requested By:

Dan Smith 09-26-2023
Department Head Date

Approved By:

DJ Hill 9-26-2023
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2023-241
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



**EXPLANATION TO THE PUBLIC INVOLVEMENT COMMITTEE RECOMMENDS THE
FO**

FILED: 09/27/2023

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: 09/27/2023

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: 09/27/2023

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: 09/27/2023

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: 09/27/2023

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 2023-242 (HARDINGER)

FILED: 09/14/2023

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A resolution appointing Danny Perches to the Springfield Enhanced Enterprise Zone Board. (The Mayor and City staff recommend approval.)

PURPOSE: To appoint Danny Perches to the Springfield Enhanced Enterprise Zone Board. (The Mayor and City staff recommend approval.)

BACKGROUND INFORMATION: The City of Springfield utilizes four Enhanced Enterprise Zones to promote job creation and business investment in the community. Qualified businesses that locate or expand within any of the four Zones are eligible to receive partial real property tax abatement and state tax credits. The four Zones include the Springfield, North Springfield, Southeast Springfield, and West Springfield Enhanced Enterprise Zones, which combined, encompass nearly the entire City of Springfield, a small portion of the City of Battlefield, and surrounding unincorporated portions of Greene County.

The Springfield Enhanced Enterprise Zone Board oversees all four Springfield area Enhanced Enterprise Zones. It reviews and assesses Zone activities on an annual basis and advises City Council on Zone-related matters. According to State law, the Board shall consist of seven members – five appointed by the Mayor, one appointed by the school districts, and one appointed by all other taxing jurisdictions located within the Zones. This resolution confirms the Mayor's appointment of Danny Perches to the Springfield Enhanced Enterprise Zone Board with a five-year term expiring on 10/31/2028.

REMARKS: The Mayor and City 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 9/22/2023

Attachments: 1. Enhanced Enterprise Zone Board Appointments Oct 2023_res

One-rdg. X
P. Hrngs.
Pgs. 3
Filed: 09-26-23

Sponsored by: Hardinger

COUNCIL BILL 2023-242 RESOLUTION

A RESOLUTION

1 APPOINTING Danny Perches to the Springfield Enhanced Enterprise Zone Board.
2 (The Mayor and City staff recommend approval.)
3
4

5 WHEREAS, the City of Springfield authorized the establishment of the Springfield
6 Enhanced Enterprise Zone Board ("Board") by passage of Resolution 9214; and
7

8 WHEREAS, pursuant to state law, the Board is comprised of seven members,
9 with five appointed by the Mayor, one appointed by the affected school districts, and
10 one appointed by all other affected taxing districts located within the Enhanced
11 Enterprise Zones; and
12

13 WHEREAS, the five Board members appointed by the Mayor must be approved
14 by City Council; and
15

16 WHEREAS, Danny Perches is qualified and willing to serve on such Board.
17

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

21 Section 1 – The Mayor, with the advice and consent of City Council, and on
22 behalf of the City of Springfield, hereby appoints Danny Perches to serve as a member
23 of the Springfield Enhanced Enterprise Zone Board, with his term to expire on October
24 31, 2028.
25

26 Section 2 – This Resolution shall be in effect immediately upon adoption.
27

28 Passed at meeting:
29
30

31
Mayor

32
33 Attest: , City Clerk
34

35 Filed as Resolution:

36 Approved as to form: Jill Burris, Assistant City Attorney
37
38
39 Approved for Council action: Juan C. Hays, City Manager