



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

January 13, 2025

6:30 PM

**Regional Police-Fire Training Center
2620 West Battlefield Road
Room 101, 102, and 103**

[Rules and procedures.](#)

1. ROLL CALL.

2. APPROVAL OF MINUTES.

2.1. Approval of Minutes. December 16, 2024, City Council Meeting.

3. FINALIZATION AND APPROVAL OF CONSENT AGENDAS.

CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.

4. CEREMONIAL MATTERS.

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

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

6.1. Council Bill 2024-272 (Horton, Jenson)

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 39.5 acres of private property, generally located on the north side 4000 block and 4069 West Republic Road, and including the private properties at 3803-3949 South Timbercreek, 3808-3990 South Jonathan, 3801-3880 South York, 4022-4050 West Wilderness, and 3956 West Farm Road 168, the right-of-way within the Evergreen Park, Evergreen Park-Replat of Lots 3-12, Evergreen Park-Administrative Replat of Lots 47-49, and The Dell Townhomes on Wire Road Subdivisions into the City of Springfield as Annexation A-5-2024.

6.2. Council Bill 2024-273 (McGull, Jenson)

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 49.35 acres of private property generally located at 2916, 2936, and 3040 West Republic Road; 4233 and 4268 South Hillcrest; 5601 and 5617 South Campbell Avenue; the north side 3900 block and 3929 East State Highway D; 3146, 3166, the south side 3100 block, and 3250 West Battlefield Road; 3501, 3533, 3535, and 3601 West Sunshine Street; and 1739 and 1747 South West Bypass into the City of Springfield as Annexation A-4-2024.

6.3. Council Bill 2024-274 (Simpson)

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 25.7 acres of private property generally located at 6116 South Farm Road 175, and a portion of South Farm Road adjacent to the property, into the City of Springfield as Annexation A-6-2024.

6.4. Council Bill 2024-275 (Jenson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 16.5 acres of property generally located at 315 East Weaver Road from R-SF, Single-Family Residential District to HC, Highway Commercial District; establishing Conditional Overlay District No. 260; and adopting an updated Official Zoning Map. (By: Ward Weaver Property, LLC; 315 East Weaver Road; Z-24-2024 with Conditional Overlay District No. 260.)

6.5. Council Bill 2024-276 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.3 acres of property generally located at 1910 West Division Street and 1455 North Wabash Avenue from GM, General Manufacturing District to HC, Highway Commercial District; and adopting an updated Official Zoning Map. (By: David Rensch; 1910 West Division Street and 1455 North Wabash Avenue; Z-27-2024.)

6.6. Council Bill 2024-277 (McGull)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 3 acres of property generally located at 1914 East Blaine Street from GM, General Manufacturing District to IC, Industrial Commercial District; and adopting an updated Official Zoning Map. (By: AVS Sunset, LLC; 1914 East Blaine Street; Z-28-2024.)

6.7. Council Bill 2024-281 (Carroll)

A special ordinance authorizing the City Manager, or designee, to accept the United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant, in the amount of \$179,612.00, and to enter into an interlocal agreement with Greene County outlining the division of the grant funds; and amending the budget for the Springfield Police Department for Fiscal Year 2024-2025 in the amount of \$179,612.00.

6.8. Council Bill 2024-282 (Lee)

A general ordinance amending the Springfield City Code, Chapter 106 'Traffic and Vehicles,' Article VI, 'Stopping Standing and Parking,' Division 3, 'Method of Parking,' by amending section 106-300, 'Stopping, standing or parking prohibited in certain places;' amending the Springfield City Code, Chapter 106 'Traffic and Vehicles,' Article II, 'Administration and Enforcement,' Division 1, 'Generally,' by amending section 106-78. 'Police and fire department officials authorized to enforce traffic regulations and direct traffic;' and amending the Springfield City Code, Chapter 106 'Traffic and Vehicles,' Article II, 'Administration and Enforcement,' Division 2, 'Violations and Procedure Upon Arrest,' by amending section 106-95. 'Placing of citations on illegally parked vehicles; presumption of responsibility for violation,' and section 106-96 "Authority of persons appointed as conservators of the peace.'

6.9. Council Bill 2024-283 (Hosmer)

A general ordinance amending the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32, 'Amendments and additions,' Section 903.4.1, relating to monitoring of sprinkler systems.

6.10. Council Bill 2024-284 (Horton)

A special ordinance approving the First Amended and Restated Redevelopment Plan for the 521 Boonville Redevelopment Area, which is generally located along the west side of North Boonville Avenue between West Tampa Street and West Phelps Street; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; and authorizing certain tax abatement within the plan area.

6.11. Council Bill 2024-285 (McGull)

A special ordinance authorizing the City Manager, or designee, to enter into a Cost Share Agreement for Roadway Improvements with Springfield Underground, Inc. d/b/a Erlen Group for the not to exceed price of \$2,271,377.57 to coordinate participation in the cost of constructing improvements to LeCompte Road from Division Street north to the BNSF Railroad tracks, an extension of Eastgate Avenue north of Division Street, and a shared use path along Eastgate Avenue and LeCompte Road.

6.12. Council Bill 2024-286 (Horton)

A special ordinance authorizing the City Manager, or designee, to enter into an agreement with BNSF Railway Company ("BNSF") for the purpose of accepting funds not to exceed \$40,000 for evaluating the feasibility of proceeding with additional services to raise the Jefferson Avenue Footbridge as part of the Rehabilitation of the Jefferson Avenue Footbridge project; and approving a budget adjustment amending the Fiscal Year 2024-2025 budget of the Department of Public Works in the amount of \$40,000 to appropriate the BNSF Railway funds for design services.

7. **RESOLUTIONS.**

Citizens May Speak. May Be Voted On.

7.1. Council Bill 2025-001 (Jenson)

A resolution approving the use of Zone 3 Minor Neighborhood Improvement Program funds from the 1/4-Cent Capital Improvements Sales Tax in the amount of \$40,402 to partially fund improvements to the intersection of Walnut Street and Broadway Avenue.

7.2. Council Bill 2025-002 (Lee)

A resolution authorizing the City Manager, or designee, to apply for multiple grants of up to \$350,000 through the Environmental Protection Agency's Environmental Justice Thriving Communities Grantmaking Program, Heartland Environmental Justice Center's Cultivating Healthy Environments – Region 7 grant initiative.

7.3. Council Bill 2025-003 (City Council)

A resolution establishing the Citizens' Advisory Board for the 3/4-cent sales tax approved by the qualified voters of the City of Springfield, Missouri, on November 5, 2024.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

13. FIRST READING BILLS. Requiring One Reading.

Citizens May Speak. May Be Voted On.

13.1. Council Bill 2025-004 (McGull)

A special ordinance authorizing the City Manager, or designee, to accept Budget Stabilization funds, in the amount of \$3,400,000, and to enter into a Budget Stabilization Funds Agreement with the Missouri Highways and Transportation Commission for the purpose of funding the LeCompte Road Improvement Project; amending the Fiscal Year 2024-2025 budget in the amount of \$3,400,000 to appropriate the state funds for this project; and declaring this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

13.2. Council Bill 2025-005 (Simpson)

A special ordinance authorizing the City Manager, or designee, to enter into a Cost Apportionment and Carbon Reduction Program Agreement with the Missouri Highways and Transportation Commission for the purpose of funding the design and construction of a shared use path crossing the intersection of Sunset Street and Glenstone Avenue; amending the Fiscal Year 2024-2025 budget in the amount of \$402,209.28 to appropriate the federal and state funds for this project; and declaring that this

Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

14. FIRST READING BILLS. Requiring Two Readings.

Citizens May Speak. Not Anticipated To Be Voted On.

14.1. Council Bill 2025-006 (Jenson)

A special ordinance authorizing the City Manager, or designee, to enter into a Grade Crossing Signal Installation Agreement with BNSF Railway Company in an amount not to exceed \$459,908 for the purpose of installing new signal equipment at Boonville Avenue.

14.2. Council Bill 2025-007 (Jenson)

A special ordinance authorizing the City Manager, or designee, to enter into a Grade Crossing Signal Installation Agreement with BNSF Railway Company in an amount not to exceed \$73,500 for the purpose of installing new signal equipment at Campbell Avenue.

15. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

15.1. Terry Rucker wishes to address City Council.

16. NEW BUSINESS.

16.1. 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.

17. UNFINISHED BUSINESS.

18. MISCELLANEOUS.

19. CONSENT AGENDA – FIRST READING BILLS.

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

20.1. Council Bill 2025-008 (Hardinger)

A resolution confirming the appointment of Joe Gidman to the Commercial Street Community Improvement District Board of Directors.

20.2. Council Bill 2025-009 (Hosmer)

A resolution confirming the appointment of Lacy Bridges and Casey Pyle, and the reappointment of Chris Ball, Kristofer Booth, and Nicole Brown, to the Downtown Springfield Community Improvement District Board of Directors.

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

- 21.1. Confirm the following reappointments to the Springfield Convention & Visitors Bureau, Inc.: Missy Handyside, Callie Linville, and Tim Rosenbury, with terms to expire January 1, 2028.
- 21.2. Confirm the following appointment to the Citizens' Tax Oversight Committee: Daniel Furtak with term to expire May 1, 2025.
- 21.3. Confirm the following appointment to the Citizens' Tax Oversight Committee: Sheila Wright with term to expire May 1, 2027.
- 21.4. Confirm the following reappointment to the Landmarks Board: Nicole Falconer with term to expire November 1, 2027.
- 21.5. Confirm the following reappointment to the Planning and Zoning Commission: Randall Doennig with term to expire January 1, 2028.
- 21.6. Confirm the following reappointments to the Planning and Zoning Commission: Dan Scott and Carl Knuckles, with terms to expire January 1, 2027.
- 21.7. Confirm the following reappointments to the Planning and Zoning Commission: Chris LeBeck and Bruce Colony, with terms to expire January 1, 2026.
- 21.8. Confirm the following appointment to the Planning and Zoning Commission: Layne Hunton with term to expire January 1, 2028.

22. END OF CONSENT AGENDA.

23. ADJOURN.



City of Springfield

Minutes

City Council Meeting

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

December 16, 2024

11:00 AM

**Councilman Denny Whayne
Conference Room
Busch Building, 4th Floor
840 Boonville Avenue**

1. ROLL CALL.

Present: Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Jenson, Councilmember Horton, and Mayor McClure. Absent: None.

2. APPROVAL OF MINUTES.

- 2.1. Approval of Minutes. November 4, 2024, and November 18, 2024, City Council Meetings, and November 5, 2024, November 12, 2024, November 19, 2024, December 3, 2024, and December 9, 2024, Special City Council Meetings.

Mayor Pro Tem Simpson moved to approve the November 4, 2024, and November 18, 2024, City Council Meeting, and November 5, 2024, November 12, 2024, November 19, 2024, December 3, 2024, and December 9, 2024, Special City Council Meeting minutes as presented. Councilmember Hosmer seconded the motion, and it was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor 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.

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

4. CEREMONIAL MATTERS.

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

Mr. Gage noted the Community Partnership of the Ozarks (CPO) recognized 24 neighborhood volunteers, along with Immaculate Conception Catholic Church and the Hatch Foundation, at the 18th annual NOVA awards banquet on December 3, for their service to the community. He added the winners of the first Neat Neighborhoods competition were announced, with the title winners receiving \$6,000 from the Hatch Foundation for the purpose of neighborhood betterment. The 2024 Neat Neighborhoods were Woodland Heights in Zone 1, Rountree in Zone 2, Greater Parkcrest in Zone 3, and Galloway Village in Zone 4. In addition to the title winners, second and third-place honors were selected in each of the four City Council zones, with \$3,000 and \$1,000 donated to each of the registered neighborhood organizations placing in those categories. CPO provided \$500 to neighborhoods participating but not placing. In total, the Hatch Foundation provided \$40,000 for this competition, and the City was very grateful for their generosity and partnership to make Springfield a better place to live.

Mr. Gage noted the Public Works Urban Forestry staff would host a Tree Maintenance Information Session from 8:30 a.m. to 9:30 a.m. on Wednesday, December 18, at the City's Environmental Resource Center located at 290 East Central Street. The session would include an overview of how the division cares for Springfield's publicly owned trees and an update on upcoming tree management plans on Commercial Street.

Mr. Gage noted Adriana Failla, who works with Taj Suleyman in the City's Office of Belonging and Intercultural Development (formerly Diversity, Equity, and Inclusion), received the National Association for the Advancement of Colored People (NAACP) Springfield Community Service Award. This award was presented to individuals who exemplified exceptional dedication to improving their communities, educating others, identifying critical issues, and leading efforts to bring about meaningful change.

Mr. Gage noted the Mayor's Tree Lighting Holiday Show Rebroadcast could be seen on KY3 at 7:00 p.m. on December 21. Also, the final Santa Weekends on the Square of the season would be Friday and Saturday from 5:00 to 8:00 p.m.

Mr. Gage noted the Gardens Aglow at the Mizumoto Japanese Stroll Garden at Nathanael Greene Park would continue through December 29.

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On. Except Items 6.3 and 6.4. Citizens May Speak.

6.1. Council Bill 2024-257 (Hardinger)

A general ordinance amending special Ordinance 6863 to reallocate \$100,000 appropriated to the Department of Planning and Development for the Housing and Urban Development ("HUD") five-year consolidated plan to support housing and the remaining balance from the \$50,000 appropriated to the HUD consolidated plan for fair housing to fund the Sunshine Street Corridor Plan.

Ordinance 6895. Council Bill 2024-257 (Hardinger) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.2. Council Bill 2024-258 (McClure)

A special ordinance authorizing the City of Springfield, Missouri, to enter into an agreement with Anita J. Cotter for the purpose of employing her as City Clerk; authorizing payment of salary and benefits in accordance with the provisions of said agreement; and authorizing the Mayor to execute the same by and on behalf of the City of Springfield.

Ordinance 28081. Council Bill 2024-258 (McClure) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.3. Substitute Council Bill 2024-264 (Simpson)

A special ordinance authorizing the City of Springfield, Missouri, to enter into an Interagency Agreement with the Department of Public Works for the purpose of obligating American Rescue Plan Act ("ARPA") funds for use in the Historic City Hall Renovation project for the not to exceed price of \$4,584,190.00; and amending the Fiscal Year 2024-2025 budget.

The public hearing on Substitute Council Bill 2024-264 was continued to the December 16, 2024, City Council Meeting.

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

Ordinance 28082. Substitute Council Bill 2024-264 (Simpson) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.4. Council Bill 2024-265 (McClure)

A special ordinance authorizing the City Manager, or designee, to enter into a Letter of Intent and Cost-Share Agreement with the United Soccer Leagues, LLC, in an amount not to exceed \$75,000.00 to conduct feasibility studies and other research necessary to determine potential site details for the property located at 1109 East Trafficway Street.

The public hearing on Council Bill 2024-265 was continued to the December 16, 2024, City Council Meeting.

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

Councilmember Hosmer asked if the exclusivity requirement would prohibit the City from selling the parcel or negotiating with anyone else to develop the parcel of land. Amanda Ohlensehlen, Director of Economic Vitality and Workforce Development, responded affirmatively for both parties. She added the initial exclusivity period was for twelve months, with the option to renew for two additional six-month terms. She added an initial feasibility study would be conducted, and the City would retain any of that information. Councilmember Hosmer asked if the study obligated the City to participate in the public/private cost share agreement. Ms. Ohlensehlen responded affirmatively.

Ordinance 28083. Council Bill 2024-265 (McClure) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

7. RESOLUTIONS.

Citizens May Speak. May Be Voted On.

7.1. Council Bill 2024-266 (Lee)

A resolution authorizing the City Manager, or designee, to apply for up to \$5,000,000 in grant funds from the United States Environmental Protection Agency Solid Waste Infrastructure for Recycling Grant Program to fund a new drop-off recycling center and infrastructure improvements across the Integrated Solid Waste Management System.

Ashley Krug, Market Development Coordinator, provided a brief overview of the proposed. Ms. Krug noted the proposed would allow the Department of Environmental Services to apply for up to \$5 million in grant funds from the Environmental Protection Agency (EPA) Solid Waste Infrastructure for Recycling Grant Program. She further noted the grant would cover 100 percent of the project cost. Ms. Krug added the grant funds would be utilized to design and construct a new drop off recycling center to collect traditional and hard-to-recycle materials.

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

Resolution 10799. Council Bill 2024-266 (Lee) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

7.2. Council Bill 2024-267 (Jenson)

A resolution granting a new liquor license to sell liquor by the drink at retail, including Sunday sales, to Amezquita LLC, d/b/a La Cabana, for the location at 631 South Kimbrough Avenue.

David Holtmann, Director of Finance, provided a brief overview of the proposed. Mr. Holtmann noted the proposed would grant a new liquor license to sell liquor at the La Cabana located at 631 South Kimbrough Avenue. He added the proposed came before City Council due to its proximity to Missouri State University. He added the location was formerly Bair's All-American Sports Bar and Grill. Mr. Holtmann further noted required notices were mailed on November 4 to the 13 surrounding properties, and no concerns were received.

Councilmember Horton asked if single-family was factored into the mail notification and if there were any single-family units in the area. Mr. Holtmann responded there did not appear to be any on the list of properties, and he would verify with the Licensing Department.

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

Resolution 10800. Council Bill 2024-267 (Jenson) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

7.3. Council Bill 2024-268 (Horton)

A resolution approving the issuance of multifamily housing revenue bonds by the Industrial Development Authority of the City of Springfield, Missouri, in an amount not to exceed \$8,000,000, to finance the acquisition and construction of certain commercial housing facilities, to be named Sankofa Apartments, located in the City of Springfield, Missouri.

Amanda Ohlensehlen, Director of Economic Vitality and Workforce Development, provided a brief overview of the proposed. Ms. Ohlensehlen noted the Sankofa Apartment Project would include construction of a 42-unit multi-family residential housing project located at 411 West Commercial Street. She further noted the project would be financed with 4 percent low-income housing tax credits awarded by the Missouri Housing Development Commission (MHDC), tax exempt bonds issued by the Springfield Industrial Development Authority (IDA), and two loans from the City, of Springfield. Ms. Ohlensehlen added the receipt of the 4 percent tax credits from MHDC required at least 50 percent of the eligible basis of the project be financed with tax exempt bonds. She noted the federal tax code required a hearing to be held before tax exempt bonds could be issued for certain projects. A hearing was held on November 19. Ms. Ohlensehlen further noted bonds issued were not debts of the City and the City was not liable for the payment.

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

Resolution 10801. Council Bill 2024-268 (Horton) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

7.4. Council Bill 2024-269 (Hardinger, Hosmer, Carroll, Lee)

A resolution amending Resolution 10760, the “2024 City of Springfield City Council Priorities”

Jason Gage, City Manager, provided a brief overview of the proposed. Mr. Gage noted the priority of quality housing was added to the priorities in May. He added the topic was assigned to the Community Involvement Committee (CIC) to review and add objectives to the priority. Mr. Gage further noted the CIC reviewed the priority and recommended a task to be added. He noted the task was to create pre-approved neighborhood compatible housing designs to expedite private infill housing and project permitting, reduce construction cost, and complement existing municipal housing programs.

Councilmember Horton asked how the Land Bank would factor into the priority. Mr. Gage responded the Land Bank would likely be its own priority or be used with other complementary tools. He added the items may cross over, and a Land Bank was one of the tools that provided a new option.

Councilmember Jenson asked if there was interest in exploring incentives to support this type of development. Mr. Gage responded there could be, and this would be a conversation for the CIC.

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

Resolution 10802. Council Bill 2024-269 (Hardinger, Hosmer, Carroll, Lee) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

7.5. Council Bill 2024-270 (City Council)

A resolution appointing Collin Quigley as Interim City Manager.

Darla Morrison, Director of Human Resources, provided a brief overview of the proposed. Ms. Morrison noted the proposed would appoint Collin Quigley, Deputy City Manager, as the Interim City Manager effective January 11, 2025. She further noted this would provide continuity of leadership.

An opportunity was given for citizens to express their views.

Tim Havens addressed City Council. Mr. Havens suggested an alternative to be considered for the Interim City Manager.

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

Resolution 10803. Council Bill 2024-270 (City Council) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

7.6. Council Bill 2024-289 (Jenson)

A resolution initiating the rezoning of approximately 2.6 acres of property generally located at 1739, 1745, and 1755 South National Avenue; 1138 East University Street; and 1111, 1119, 1133, and 1141 East Sunshine Street from R-SF, Single-Family Residential District to GR, General Retail District and establishing Conditional Overlay District.

Mayor Pro Tem Simpson recused himself from Council Bill 2024-289 and left the dais.

Councilmember Jenson provided a brief overview of the proposed. Councilmember Jenson noted he spoke with the developer and considered whether the neighborhood would have meaningful gains and identify a path forward for the projects. He considered whether there was a community benefit or any new information or circumstances. Councilmember Jenson further noted he could see potential for significant revisions and a community benefit with improvements to traffic flow. Councilmember Jenson added he asked the materials be drafted and reached out to neighborhood contacts to inform them the proposed would be brought forward. He noted bringing the issue forward was not a guarantee or confirmation of approval. He added his goal was to allow the public process for review of the significant changes. Councilmember Jenson further noted the changes would have included significant site changes, traffic calming measures, and a monument sign. Councilmember Jenson acknowledged he was responsible for bringing the proposed forward. He acknowledged he should have communicated with the neighborhood at an earlier date.

Councilmember Jenson withdrew his sponsorship from Council Bill 2024-289. Councilmember Hosmer moved to postpone Council Bill 2024-289 (Jenson) until the January 13, 2025, City Council Meeting. Councilmember Horton seconded the motion, and it was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Mayor Pro Tem Simpson. Abstain: None.

Mayor Pro Tem Simpson returned to the dais.

*Clerk's Note: Council Bill 2024-289 was not brought back for consideration due to lack of sponsor.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

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

10.1. Council Bill 2024-271 (Carroll)

A special ordinance authorizing the City Manager, or designee, to accept a State Homeland Security Grant Program grant to support the sustainment and operation of the Springfield Fire Department/Region-D Hazardous Materials Team, Technical Rescue Team, and Bomb Squad, with a combined value of \$123,473.93; and declaring that this Ordinance qualifies for approval in one reading under City Charter Section 2.16(25).

David Pennington, Fire Chief, provided a brief overview of the proposed. Chief Pennington noted the proposed would allow acceptance of the State Homeland Security Grant to provide sustainment and operation of the bomb squad, hazardous materials team, and technical rescue team. He added the combined value was slightly more than \$123,473, and there was no local match required.

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

Ordinance 28084. Council Bill 2024-271 (Carroll) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

12.1. Council Bill 2024-272 (Horton, Jenson)

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 39.5 acres of private property, generally located on the north side 4000 block and 4069 West Republic Road, and including the private properties at 3803-3949 South Timbercreek, 3808-3990 South Jonathan, 3801-3880 South York, 4022-4050 West Wilderness, and 3956 West Farm Road 168, the right-of-way within the Evergreen Park, Evergreen Park-Replat of Lots 3-12, Evergreen Park-Administrative Replat of Lots 47-49, and The Dell Townhomes on Wire Road Subdivisions into the City of Springfield as Annexation A-5-2024.

Alana Owen, Principal City Planner, provided a brief overview of the proposed. Ms. Owen noted the proposed would allow annexation to move forward with some properties that the City had existing irrevocable petitions and consent annexation on. She further noted the request involved 69 individual properties, and the subject properties were single-family duplex and multi-family uses. Ms. Owen added the private properties were approximately 39.5 acres. Ms. Owen noted the proposed included the Silverleaf Apartment Complex. She further noted the area was within a Priority One annexation area and in conformance with recommendations of the Comprehensive Plan. Ms. Owen added the City had the ability to furnish normal municipal services to the properties.

Councilmember Lee asked how zoning worked when brought in with annexation. Ms. Owen responded the existing County zoning would be in place until the rezoning was brought forward. She added the current County Zoning would be matched with the most similar City zoning to be initiated. Councilmember Lee asked the timeframe for zoning to be brought forward. Ms. Owen noted when the annexation was effective, the zoning would be brought forward. Councilmember Lee asked if conversations were had with any existing property owners. Ms. Owen responded there were conversations with some property owners, and the rezoning the City would look at would be similar to the County and not detrimental to what was currently on the property or their plans for the future.

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

12.2. Council Bill 2024-273 (McGull, Jenson)

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 49.35 acres of private property generally located at 2916, 2936, and 3040 West Republic Road; 4233 and 4268 South Hillcrest; 5601 and 5617 South Campbell Avenue; the north side 3900 block and 3929 East State Highway D; 3146, 3166, the south side 3100 block, and 3250 West Battlefield Road; 3501, 3533, 3535, and 3601 West Sunshine Street; and 1739 and 1747 South West Bypass into the City of Springfield as Annexation A-4-2024.

Alana Owen, Principal City Planner, provided a brief overview of the proposed. Ms. Owen noted the proposed would allow annexation of 20 properties in five different areas. She added the proposed contained approximately 49.35 acres of private property. Ms. Owen further noted the properties were located within a Priority One area for annexation as identified in Forward SGF.

Councilmember Hosmer noted one parcel that was not identified for annexation and asked why. Ms. Owen responded letters were sent, and they did not hear back from the property owner. She added if they chose to be annexed, it would be initiated. One other property owner did respond and had questions. Ms. Owen noted any of the properties could come forward at a later date.

Councilmember Horton asked if there was a way to track the economic impact of annexed properties. Amanda Ohlensehlen, Director of Economic Vitality and Workforce Development, responded they could know from property tax generation, but detailed individual business sales tax was not known. Ms. Ohlensehlen noted they could work closely with the Finance Department to track the aggregate or percentage changes.

Councilmember McGull asked if the properties had some services the City provided. Ms. Owen responded they had sewer and water, Fire was provided by the Rural Fire District, and the Sheriff's Department also serviced the area.

Councilmember Lee asked how existing construction would go forward to transition from County to City. Ms. Owen responded County Zoning would remain in place and County permits would continue to be active. Steve Childers, Director of Planning and Development, responded individual cases would be reviewed. He added information could be gathered for particular cases.

Mayor McClure asked Mr. Childers to work with the County to provide more information regarding permits and inspections at second reading.

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

12.3. Council Bill 2024-274 (Simpson)

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 25.7 acres of private property generally located at 6116 South Farm Road 175, and a portion of South Farm Road adjacent to the property, into the City of Springfield as Annexation A-6-2024.

Alana Owen, Principal City Planner, provided a brief overview of the proposed. Ms. Owen noted the proposed would annex approximately 25.7 acres of private property petitions by the property owner. She further noted the proposed would begin to fill an existing gap in the city limits. Ms. Owen added a proposed rezoning would be presented at a future date if approved and would facilitate a proposed residential development.

Councilmember Jenson noted on the Ozarks Transportation Organization (OTO) map, a major east-west connector was anticipated to run along the southern portion of the property. He asked if the City would request right-of-void dedication as part of the annexation. Ms. Owen responded when the property would come forward for rezoning and platting, those requirements would be made at that time.

Councilmember Hosmer asked if the property owners to the southwest were contacted. Ms. Owen responded they were not but could be. Councilmember Hosmer asked how staff presents annexation to property owners when not a consent annexation. Ms. Owen responded they explain the property tax and ask their concerns. She added the taxes were often less than they currently paid, with elimination of County utility surcharges, and the addition of City services. Councilmember Hosmer asked if the City had a surcharge on water. Mr. Gage responded affirmatively. Councilmember Hosmer expressed his belief the topic of surcharges should be revisited.

An opportunity was given for citizens to express their views.

Lyndel Link, a representative of the developer, addressed City Council in support of the proposed. He noted he was available for any questions.

Councilmember Hosmer asked if reduced sewer rates would encourage people to come into annexation for the City. Mr. Link expressed his belief it would.

Councilmember Lee expressed his belief it would be beneficial to consider the sewer extension policies.

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

12.4. Council Bill 2024-275 (Jenson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 16.5 acres of property generally located at 315 East Weaver Road from R-SF, Single-Family Residential District to HC, Highway Commercial District; establishing Conditional Overlay District No. 260; and adopting an updated Official Zoning Map. (By: Ward Weaver Property, LLC; 315 East Weaver Road; Z-24-2024 with Conditional Overlay District No. 260.)

Daniel Neal, Senior City Planner, provided a brief overview of the proposed. Mr. Neal noted the proposed would allow rezoning of approximately 16.5 acres located at 315 East Weaver Road to Highway Commercial District for the purpose of a tree and plant nursery and garden center. The conditional overlay district would prohibit uses such as automobile service garages, stations, car washes, storage facilities, hotels/motels, marijuana facilities, and others listed. He added a height restriction was added, and no development activity or land disturbance would be north of the ward branch small stream buffer area.

An opportunity was given for citizens to express their views.

Michael Fessenden, owner of Ward Weaver Property, spoke in support of the proposed. He noted they want to create a garden center. He added they wanted to retain the majority of the trees to keep the natural beauty of the property.

Councilmember Jenson thanked Mr. Fessenden for his commitment to natural preservation. He noted landscaping and tree preservation was a focus of the Zoning Code Update and noted he would be interested in Mr. Fessenden's thoughts in the future.

Don Dishman, a neighbor of the property, expressed his beliefs on the proposed. Mr. Dishman noted he was not opposed to a landscaping business, and expressed his belief it was a good opportunity for the neighborhood. Mr. Dishman expressed his concerns that if the current owner decided to sell, there would be no recourse.

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

12.5. Council Bill 2024-276 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.3 acres of property generally located at 1910 West Division Street and 1455 North Wabash Avenue from GM, General Manufacturing District to HC, Highway Commercial District; and adopting an updated Official Zoning Map. (By: David Rensch; 1910 West Division Street and 1455 North Wabash Avenue; Z-27-2024.)

Michael Sparlin, Senior City Planner, provided a brief overview of the proposed. Mr. Sparlin noted the proposed would allow rezoning of the property to Highway Commercial for the purpose of developing a Dollar General store. He added the proposed was located on Division Street, which was a higher classification street and on the edge of the Heart of the West Side neighborhood.

Councilmember Horton noted the area was a food desert, and there was a Dollar General within a block of the proposed. Jordan Ryan, a representative of the applicant, responded. Ms. Ryan noted the existing store would be relocated to the proposed location. Ms. Ryan further noted Dollar General had a market concept store, and the developer could request it be at the least a market ready prototype.

Councilmember Horton asked if possible that the representative advocate for this component to be added.

An opportunity was given for citizens to express their views.

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

Councilmember Hosmer left the dais.

12.6. Council Bill 2024-277 (McGull)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 3 acres of property generally located at 1914 East Blaine Street from GM, General Manufacturing District to IC, Industrial Commercial District; and adopting an updated Official Zoning Map. (By: AVS Sunset, LLC; 1914 East Blaine Street; Z-28-2024.)

Michael Sparlin, Senior City Planner, provided a brief overview of the proposed. Mr. Sparlin noted the proposed would allow for rezoning of 3 acres located at 1914 East Blaine Street to Industrial Commercial for the purpose of a car sales business. He further noted retail sales were a supported use in the placetype.

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

13. **FIRST READING BILLS. Requiring One Reading.**

Citizens May Speak. May Be Voted On.

13.1. Council Bill 2024-278 (Jenson, Horton)

A special ordinance authorizing the City Manager, or designee, to enter into a Financial Assistance Agreement with the Missouri Department of Natural Resources for the purpose of accepting American Rescue Plan Act grant funds to support construction of stormwater infrastructure on Scenic Avenue from Catalpa Street to Sunshine Street in an amount not to exceed \$1,552,994.09; amending the Fiscal Year 2024-2025 budget; and declaring that this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

Anita Cotter, City Clerk, read Council Bills 2024-278, 2024-279, and 2024-280 together.

Brett Foster, Assistant Director of Public Works, provided a brief overview of the proposed. The summary of the presentation was listed under Council Bill 2024-280.

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

Ordinance 28085. Council Bill 2024-278 (Jenson, Horton) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Hosmer. Abstain: None.

13.2. Council Bill 2024-279 (Jenson, Horton)

A special ordinance authorizing the City Manager, or designee, to enter into a Financial Assistance Agreement with the Missouri Department of Natural Resources for the purpose of accepting American Rescue Plan Act grant funds to support construction of stormwater infrastructure on Scenic Avenue from Olive Street to Catalpa Street in an amount not to exceed \$1,876,871.34; amending the Fiscal Year 2024-2025 budget; and declaring that this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

Anita Cotter, City Clerk, read Council Bills 2024-278, 2024-279, and 2024-280 together.

Brett Foster, Assistant Director of Public Works, provided a brief overview of the proposed. The summary of the presentation was listed under Council Bill 2024-280.

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

Ordinance 28086. Council Bill 2024-279 (Jenson, Horton) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Hosmer. Abstain: None.

13.3. Council Bill 2024-280 (Jenson, Horton)

A special ordinance approving the plans and specifications for a project consisting of stormwater and sidewalk improvements along Scenic Avenue from Olive Street to Sunshine Street; accepting the bid of Hartman and Company, Inc. for construction of the project for the not to exceed price of \$4,341,601.81; authorizing the City Manager, or designee, to enter into a contract with such bidder; and declaring that this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

Anita Cotter, City Clerk, read Council Bills 2024-278, 2024-279, and 2024-280 together.

Brett Foster, Assistant Director of Public Works, provided a brief overview of the proposed. Mr. Foster noted the proposed would approve a construction contract and appropriate grant funds from the American Rescue Plan Act (ARPA). He further noted the project included stormwater and water quality, along with replacement and addition of sidewalk to 1.8 miles of the scenic corridor. Mr. Foster added the grant applications were submitted separately to allow for more competitive applications. Mr. Foster noted Public Works received four good bids. He added the low bidder was Hartman Construction at \$4.3 million, just under the engineer's estimate.

He added just over \$3.4 million of the project was covered by grant funds.

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

Ordinance 28087. Council Bill 2024-280 (Jenson, Horton) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Hosmer. Abstain: None.

14. FIRST READING BILLS. Requiring Two Readings.

Citizens May Speak. Not Anticipated To Be Voted On.

14.1. Council Bill 2024-281 (Carroll)

A special ordinance authorizing the City Manager, or designee, to accept the United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant, in the amount of \$179,612.00, and to enter into an interlocal agreement with Greene County outlining the division of the grant funds; and amending the budget for the Springfield Police Department for Fiscal Year 2024-2025 in the amount of \$179,612.00.

Paul Williams, Police Chief, provided a brief overview of the proposed. Chief Williams noted the proposed would allow acceptance of the United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant in the amount of \$179,612. Chief Williams further noted the department had been awarded the grant yearly for over 20 years. Chief Williams added the proceeds were divided each year given Greene County provided more than 50 percent of the cost of housing and prosecuting violent offenders. He noted 60 percent goes to the City to be used to purchase additional network storage, fingerprint scanners, iPads, monitors, helmets, and communication devices. Chief Williams further noted the County would receive \$71,844.80 to purchase cameras for their patrol cars.

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

14.2. Council Bill 2024-282 (Lee)

A general ordinance amending the Springfield City Code, Chapter 106 'Traffic and Vehicles,' Article VI, 'Stopping Standing and Parking,' Division 3, 'Method of Parking,' by amending section 106-300, 'Stopping, standing or parking prohibited in certain places;' amending the Springfield City Code, Chapter 106 'Traffic and Vehicles,' Article II, 'Administration and Enforcement,' Division 1, 'Generally,' by amending section 106-78. 'Police and fire department officials authorized to enforce traffic regulations and direct traffic;' and amending the Springfield City Code, Chapter 106 'Traffic and Vehicles,' Article II, 'Administration and Enforcement,' Division 2, 'Violations and Procedure Upon Arrest,' by amending section 106-95. 'Placing of citations on illegally parked vehicles; presumption of responsibility for violation,' and section 106-96 "Authority of persons appointed as conservators of the peace.'

David Pennington, Fire Chief, provided a brief overview of the proposed. Chief Pennington noted the proposed would amend Chapter 106 of the City Code to enhance enforcement of traffic and parking regulations, specifically regarding fire land violations and emergency traffic control, and provide increased flexibility for Fire Marshalls. He further noted the updates would improve public safety and operational efficiency.

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

14.3. Council Bill 2024-283 (Hosmer)

A general ordinance amending the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32, 'Amendments and additions,' Section 903.4.1, relating to monitoring of sprinkler systems.

David Pennington, Fire Chief, provided a brief overview of the proposed. Chief Pennington noted the proposed would amend Chapter 54 of the City Code by refining local amendments to the International Fire Code, specifically removing a timing requirement related to the monitoring of existing fire suppression systems installed before the adoption of the 2018 Code. He further noted the revision aligned with the intent of the Fire Code and did not lessen health, life, or fire safety requirements.

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

14.4. Council Bill 2024-284 (Horton)

A special ordinance approving the First Amended and Restated Redevelopment Plan for the 521 Boonville Redevelopment Area, which is generally located along the west side of North Boonville Avenue between West Tampa Street and West Phelps Street; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; and authorizing certain tax abatement within the plan area.

Amanda Ohlensehlen, Director of Economic Vitality and Workforce Development, provided a brief overview of the proposed. Ms. Ohlensehlen noted 521 North Investments filed an amended and restated redevelopment plan for the Land Clearance for Redevelopment Authority law for the 521 Boonville redevelopment area. She further noted they sought to modify the proposed land uses and redevelopment project specifications within the plan to facilitate redevelopment of an existing building and the site within the area to use as an architectural studio and design studio. Ms. Ohlensehlen added the redevelopment area consisted of .66 acres and was zoned Center City District. She noted it was currently occupied by a dilapidated single-story commercial building that was constructed in 1946. She further noted the proposed would rehabilitate and convert the building into a commercial office building to be occupied by US Photonics. Ms. Ohlensehlen added the redevelopment plan must be amended. She noted the applicant wished to utilize partial rail property tax abatement available pursuant to Land Clearance for Redevelopment Authority (LCRA) law, to facilitate the redevelopment. However, the proposed land uses and specifications must be amended. She further noted the development area was deemed a legacy blighted area and would require a new and amended redevelopment plan and must be accompanied by either an updated blight study or other evidence that the redevelopment area still exhibited blighted factors that existed at the time of initial approval.

Ms. Ohlensehlen noted as per the workable program, the redevelopment plan may qualify for partial real property tax abatement pursuant to LCRA law if it met a but-for test. Ms. Ohlensehlen further noted the definition for a blighted area was defined under the revised Missouri statutes. She added the proposed project would renovate an existing 7,900 square-foot building, demolish two additions to that, and construct a new two-story 3,500 square-foot addition. She noted the project called for approximately \$3.9 million of new investment as a relationship to Forward SGF. Ms. Ohlensehlen further noted the proposed was located within the downtown placetype, which had a wide variety of uses.

Councilmember Jenson noted a tax impact analysis was a requirement of the project and asked if it were a fair understanding that the proposed was originally a very different use that was anticipated to generate more tax revenue. Ms. Ohlensehlen responded the taxing districts would receive an additional \$1,164 of tax revenue over the next ten years, then significantly more in years 11 and beyond as currently proposed. Councilmember Jenson noted a benefit would be the proposed would address the blighted area. Ms. Ohlensehlen noted other benefits would be active use of the property and support of the redevelopment and investment of an idea commons with Missouri State University with Jordan Valley Innovation Center.

An opportunity was given for citizens to express their views.

Brandon Dake, co-owner of Dake Wells Architecture, spoke in support of the proposed. Mr. Dake noted they were committed to downtown and its revitalization. He further noted it would take considerable expense to update the property to today's standards due to its blighted condition. He added they were committed to stay in for the long term.

Councilmember Jenson thanked Mr. Dake for staying with downtown and expressed his appreciation for the continued investment.

Councilmember McGull asked if a great impact of the project was employing people to build and construct a US facility. Mr. Dake responded affirmatively. Councilmember McGull asked how many would possibly be employed. Mr. Dake responded the current location had 26 to 28 employees, and the new location could support 40 plus employees.

Rusty Worley, a neighbor of Dake Wells Architecture, spoke in support of the proposed. Mr. Worley noted their use was very complementary of the Renew Jordan Creek area. He expressed his belief the proposed would be a great addition to the area.

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

Councilmember Hosmer returned to the dais.

14.5. Council Bill 2024-285 (McGull)

A special ordinance authorizing the City Manager, or designee, to enter into a Cost Share Agreement for Roadway Improvements with Springfield Underground, Inc. d/b/a Erlen Group for the not to exceed price of \$2,271,377.57 to coordinate participation in the cost of constructing improvements to LeCompte Road from Division Street north to the BNSF Railroad tracks, an extension of Eastgate Avenue north of Division Street, and a shared use path along Eastgate Avenue and LeCompte Road.

Dan Smith, Director of Public Works, provided a brief overview of the proposed. Mr. Smith noted the projects had been in process for some time and were close to the point of bidding. He further noted LeCompte Road, would be improved by widening the road to accommodate commercial traffic. Mr. Smith added an extension of Eastgate Avenue would connect to LeCompte Road and add a three-lane section to open the area for development. Mr. Smith noted the third component was a shared use path that would head north along Eastgate and tie into LeCompte Road. He added the shared path was part of the Ozarks Transportation Organization (OTO) regional trail plan. Mr. Smith noted this portion of the proposed increased in scope and received additional grant funds. Mr. Smith further noted the total estimated cost of the project was \$13.3 million, with \$8.8 million in grant funds out of that. He added the remaining approximately \$4.5 million would be a 50/50 cost share with the Erlen Group.

Mr. Smith further noted the Erlen portion would include a combination of cash in kind right of way donation, and reimbursement for engineering they had done. He added the City's portion would be approximately \$2.3 million in cash which leveraged about \$13.3 million in total project costs.

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

14.6. Council Bill 2024-286 (Horton)

A special ordinance authorizing the City Manager, or designee, to enter into an agreement with BNSF Railway Company ("BNSF") for the purpose of accepting funds not to exceed \$40,000 for evaluating the feasibility of proceeding with additional services to raise the Jefferson Avenue Footbridge as part of the Rehabilitation of the Jefferson Avenue Footbridge project; and approving a budget adjustment amending the Fiscal Year 2024-2025 budget of the Department of Public Works in the amount of \$40,000 to appropriate the BNSF Railway funds for design services.

Brett Foster, Assistant Director of Public Works, provided a brief overview of the proposed. Mr. Foster noted in recent weeks, Burlington Northern Santa Fe (BNSF) Railway reached out to the contractor performing work on the Jefferson Avenue Footbridge to explore the feasibility of raising the elevation of the bridge. He further noted, if approved, the proposed would allow the City's design consultant to answer questions regarding the proposal. Mr. Foster added due to operational changes, raising the bridge was something BNSF wanted to consider. He noted this would allow them to upgrade the track and could facilitate replacement of the Grant Avenue railroad bridge to the west. He added the Grant bridge had low clearance and walkability and safety issues. Mr. Foster noted the proposed feasibility study would not delay the current contract schedule, and the feasibility study and any subsequent changes would be covered by BNSF.

Mayor McClure clarified that the study would cause no delay or added cost to the project. Mr. Foster responded not at this time, and added before approved, the answer would be known.

Mayor Pro Tem Simpson noted the process of finding funding for the bridge had been lengthy. He asked when work was anticipated to begin on the bridge. Mr. Foster responded in the spring. He added preliminary work was underway.

Councilmember Horton noted there had been discussion regarding raising the bridge to improve safety. She asked if there had been any discussion regarding the east end Washington Bridge. Mr. Foster responded there had not and noted that bridge was approximately three feet higher in clearance than the Grant Street Bridge. Councilmember Horton expressed her belief the package would feel more complete if the Grant Street Bridge and the Washington Street Bridge happened simultaneously. Councilmember Horton asked if the bid was a guaranteed maximum price. Mr. Foster responded the bid was a standard design bid build and the bid was their maximum price. Councilmember Horton noted she had sent specific questions to staff and asked if BNSF could provide written responses. Mr. Foster responded they had a good working relationship with some of the railroad representatives and the questions could be relayed.

Mayor McClure expressed his belief the project had some good funding, a good contractor, a good bid, and needed to be completed.

Councilmember Hosmer asked how high the change in elevation would be. Mr. Foster responded 3 to 4 feet. Councilmember Hosmer asked if that would change the foot traffic over the bridge or only the underneath structure. Mr. Foster responded the feasibility study would be completed, and there would be a new concrete footing, and the bridge structure would be raised by the footing.

Councilmember McGull asked if there was a timeframe for the work. Mr. Foster responded the railroad was already a partner and on the contract. He added the contractor would have incentive to complete the project as quickly as possible.

Councilmember Lee expressed his support for getting a better bridge that was higher and less likely to be hit. He expressed his appreciation for the City working with them.

An opportunity was given for citizens to express their views.

Irene Schaefer, a member of the Commercial Street community, expressed her support for the proposed. She expressed her concern with the timing factor of the feasibility study. Ms. Schaefer expressed her support for a better bridge.

Mona Pieron thanked City Council for considering the bridge and for answering the community's questions.

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

15. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

15.1. Tim Havens wishes to address City Council. **Appeared.**

Tim Havens addressed City Council. Mr. Havens expressed his belief government was personal and affected everyone's daily lives. He expressed his belief citizens wanted to feel secure in the belief that local elected leaders would protect those in the community that were vulnerable. Mr. Havens expressed his belief the residents of Jenny Lind Apartments had hardships and were in need of help.

15.2. Josh Fox wishes to address City Council. **Did Not Appear.**

15.3. Lauren Southern wishes to address City Council. **Appeared.**

Lauren Southern addressed City Council. Ms. Southern thanked City Council for their efforts around the three-quarter cent sales tax initiative recently passed by voters. She thanked them for their intentional focus on gathering community feedback for the measure.

16. NEW BUSINESS.

- 16.1. The Mayor recommends the following reappointments to the Springfield Convention & Visitors Bureau, Inc.: Missy Handyside, Callie Linville, and Tim Rosenbury, with terms to expire January 1, 2028. **Recommended.**
- 16.2. The Public Involvement Committee recommends the following appointment to the Citizens' Tax Oversight Committee: Daniel Furtak with term to expire May 1, 2025. **Recommended.**
- 16.3. The Public Involvement Committee recommends the following appointment to the Citizens' Tax Oversight Committee: Sheila Wright with term to expire May 1, 2027. **Recommended.**
- 16.4. The Public Involvement Committee recommends the following reappointment to the Landmarks Board: Nicole Falconer with term to expire November 1, 2027. **Recommended.**
- 16.5. The Public Involvement Committee recommends the following reappointment to the Planning and Zoning Commission: Randall Doennig with term to expire January 1, 2028. **Recommended.**
- 16.6. The Public Involvement Committee recommends the following reappointments to the Planning and Zoning Commission: Dan Scott and Carl Knuckles, with terms to expire January 1, 2027. **Recommended.**
- 16.7. The Public Involvement Committee recommends the following reappointments to the Planning and Zoning Commission: Chris LeBeck and Bruce Colony, with terms to expire January 1, 2026. **Recommended.**
- 16.8. The Public Involvement Committee recommends the following appointment to the Planning and Zoning Commission: Layne Hunton with term to expire January 1, 2028. **Recommended.**

17. UNFINISHED BUSINESS.

18. MISCELLANEOUS.

19. CONSENT AGENDA – FIRST READING BILLS.

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

20.1. Council Bill 2024-287 (Hardinger)

A special ordinance authorizing the City Manager, or designee, to accept grant funds in the amount of \$9,200 from a Show Me Zero Grant through the Missouri Highways and Transportation Commission to support the City's current pedestrian safety education program known as "SGF Yields" and enter into a Show Me Zero Program Agreement; amending the budget of the Department of Public Works for Fiscal Year 2024-2025 in the amount of \$9,200 upon award of the grant; and declaring that this Ordinance qualifies as a one-reading bill pursuant to Section 2.16(25) of the City Charter.

Ordinance 28088. Council Bill 2024-287 (Hardinger) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

20.2. Council Bill 2024-288 (Hardinger)

A resolution authorizing the City Manager, or designee, to apply for up to \$30,000 in grant funds from Missouri Department of Natural Resources Solid Waste Management District "O" to fund recycling, donation, and repair events for waste diversion activities.

Resolution 10804. Council Bill 2024-288 (Hardinger) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

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

21.1. Council Bill 2024-260 (McClure)

A special ordinance authorizing the City Manager, or designee, to accept grant funds from the Musgrave Foundation, in the amount of \$10,000, for the benefit and use of the Mayor's Commission for Children to help further the mission of the Commission in the upcoming year.

Ordinance 28089. Council Bill 2024-260 (McClure) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

21.2. Council Bill 2024-261 (Simpson)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Jack Henry Subdivision, generally located at 3725 East Battlefield Road, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance.

Ordinance 28090. Council Bill 2024-261 was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

21.3. Confirm the following appointments to the Board of Public Utilities: Jeffery Shore, Ryan Kruger, and Ryan Mooney, with terms to expire December 1, 2027. **Confirmed.**

21.4. Confirm the following reappointments to the Board of Public Utilities: Dr. Alina Lehnert and Steve Edwards, with terms to expire December 1, 2027. **Confirmed.**

22. END OF CONSENT AGENDA.

23. ADJOURN.

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



EXPLANATION TO COUNCIL BILL 2024-272 (HORTON, JENSON)

FILED: 12/26/2024

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 39.5 acres of private property, generally located on the north side 4000 block and 4069 West Republic Road, and including the private properties at 3803-3949 South Timbercreek, 3808-3990 South Jonathan, 3801-3880 South York, 4022-4050 West Wilderness, and 3956 West Farm Road 168, the right-of-way within the Evergreen Park, Evergreen Park-Replat of Lots 3-12, Evergreen Park-Administrative Replat of Lots 47-49, and The Dell Townhomes on Wire Road Subdivisions into the City of Springfield as Annexation A-5-2024.

PURPOSE: To adopt an ordinance to annex approximately 39.5 acres of private property generally located on the north side 4000 block and 4069 W Republic, and the private properties at 3803-3949 S Timbercreek, 3808-3990 S Jonathan, 3801-3880 S York, 4022-4050 W Wilderness and 3956 W Farm Road 168 and right-of-way within the Evergreen Park, Evergreen Park-Replat of Lots 3-12, Evergreen Park-Admin Replat of Lots 47, 48 & 49 and The Dell Townhomes on Wire Road Subdivisions into the city of Springfield as Annexation A-5-2024 (Staff recommends approval).

BACKGROUND INFORMATION: The properties within this request have Irrevocable Petition and Consent to Annexation Agreements recorded in exchange for sanitary sewer services to the property. The City is moving forward on the annexation of these properties that are compact and contiguous into the city of Springfield. The City will process a rezoning request to rezone the subject properties to the most closely related city zoning district to the existing Greene County District for each property. The subject properties are located within a Priority One area for annexation as identified in Forward SGF and the annexation is consistent with the recommendation that the City should prioritize annexation of properties with an Irrevocable Petition and Consent to Annexation Agreement that are located along major corridors and areas of potential economic activity.

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

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

RECOMMENDATIONS:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous and compact to the City of Springfield.
3. The Forward SGF Comprehensive Plan supports this annexation request.
4. The properties have Irrevocable Petition and Consent to Annexation Agreement recorded for the property.
5. All City services can be provided to the property.

The City will receive property tax revenue upon annexation of the private property. This request is consistent with the recommendations of Chapter 6, Growth Areas and Annexation, of the Forward SGF Comprehensive Plan that the City should prioritize annexation of properties with an Irrevocable Petition and Consent to Annexation Agreement that are located along major corridors and areas of potential economic activity and staff supports this request.

Submitted By: Alana Owen, Senior City Planner

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

- Attachments:**
1. A-5-2024 North Side 4000 Block and 4069 W Republic, 3803-3949 S Timbercreek, 3808-3990 S Jonathan, 3801-3880 S York, 4022-4050 W Wilderness, 3956 W FR
 2. A-5-2024_ExhA
 3. A-5-2024_ExhB
 4. A-5-2024_ExhC

One-rdg. _____
P. Hrngs. X
Pgs. 43
Filed: 12-10-24

Sponsored by: Horton, Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-272

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Section 1-9 of the Springfield City Code, ‘City Limits,’ and Section 46-1
2 of the Springfield City Code, ‘Boundaries of wards, precincts and
3 council zones,’ for the purpose of annexing approximately 39.5 acres of
4 private property, generally located on the north side 4000 block and
5 4069 West Republic Road, and including the private properties at 3803-
6 3949 South Timbercreek, 3808-3990 South Jonathan, 3801-3880 South
7 York, 4022-4050 West Wilderness, and 3956 West Farm Road 168, the
8 right-of-way within the Evergreen Park, Evergreen Park-Replat of Lots
9 3-12, Evergreen Park-Administrative Replat of Lots 47-49, and The Dell
10 Townhomes on Wire Road Subdivisions into the City of Springfield as
11 Annexation A-5-2024.
12 _____
13

14 WHEREAS, the properties generally located: on the north side 4000 block and
15 4069 West Republic Road, including private properties at 3803-3949 South
16 Timbercreek, 3808-3990 South Jonathan, 3801-3880 South York, 4022-4050 West
17 Wilderness, and 3956 West Farm Road 168, each have Irrevocable Petition and
18 Consent to Annexation Agreements recorded in exchange for sanitary sewer service to
19 each property, respectively, as shown in “Exhibit C,” attached hereto and incorporated
20 herein by this reference; and
21

22 WHEREAS, the right(s)-of-way within the Evergreen Park, Evergreen Park-
23 Replat of Lots 3-12, Evergreen Park-Administrative Replat of Lots 47-49, and The Dell
24 Townhomes on Wire Road Subdivisions, is also part of this annexation; and
25

26 WHEREAS, the subject properties are located within priority areas for annexation
27 in the City of Springfield’s Comprehensive Plan, Forward SGF; and
28

29 WHEREAS, the subject properties are within the City of Springfield’s Urban
30 Service Area and are compact and contiguous to the City, as shown in the Staff Report
31 identified as “Exhibit B,” and attached hereto and incorporated herein by this reference;
32 and
33

34 WHEREAS, proper notice was published at least seven (7) days prior to the

public hearing; and

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

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

Section 1 – City Council, after holding a public hearing, hereby determines that annexation of the property described in "Exhibit A," which is attached hereto and incorporated herein by this reference, is reasonable and necessary to the proper development of the City; the City either already furnishes normal municipal services to the area annexed or is able to furnish such services within a reasonable time after annexation; and the area is contiguous and compact to the existing boundaries of the City as shown in "Exhibit B."

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

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

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

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

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

Passed at meeting: _____

Mayor

81 Attest: _____, City Clerk

82

83 Filed as Ordinance: _____

84

85 Approved as to form: Laura Vales, Assistant City Attorney

86

87
88 Approved for Council action: Collin Sykes, Interim City
89 Manager
90

EXHIBIT A
ANNEXATION A-5-2024
LEGAL DESCRIPTION

All of the Northeast quarter of the Southwest Quarter of Section Eight, Township Twenty-eight, Range Twenty-two, Except the East 660 feet thereof, all in Greene County, Missouri, except that part taken or used for roads, more particularly described as follows:

A tract of land as described in Book 2923 at page 73 in the Greene County Recorder's Office, being a part of the Northeast Quarter of the Southwest Quarter of Section 8, Township 28 North, Range 22 West, Greene County, Missouri, BEGINNING 660 feet West of the Northeast corner of said Northeast Quarter of the Southwest Quarter; THENCE South 02 degrees 10 minutes 25 seconds West a distance of 1,312.43 feet to an existing iron pin capped LS 2153 for corner; THENCE North 87 degrees 30 minutes 46 seconds West a distance of 630.38 feet to an existing iron pin capped LS314-D for corner; THENCE North 08 degrees 15 minutes 35 seconds East a distance of 152.82 feet to a right-of-way marker for corner; THENCE North 08 degrees 15 minutes 35 seconds East a distance of 85.00 feet to an iron pin for corner; THENCE North 01 degrees 37 minutes 41 seconds West a distance of 300.01 feet to a right-of-way marker for corner; THENCE North 05 degrees 25 minutes 23 seconds West a distance of 198.29 feet to a right-of-way marker for corner; THENCE North 06 degrees 48 minutes 05 seconds East a distance of 490.35 feet to a right-of-way marker for corner; THENCE North 51 degrees 37 minutes 11 seconds East a distance of 69.83 feet to a right-of-way marker for corner; THENCE North 85 degrees 23 minutes 30 seconds East a distance of 335.32 feet to a right-of-way marker for corner; THENCE South 88 degrees 32 minutes 52 seconds East a distance of 225.68 feet to an existing iron pin capped LS 2153 which is the POINT OF BEGINNING

And also the following;

A TRACT OF LAND AS BEING A PART OF NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 22 WEST, AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2021, PAGE 004808-21 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 22 WEST, THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8 NORTH 88°39'14" WEST, 329.85 FEET TO THE NORTHEAST CORNER OF THE WEST 10 ACRES OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8 SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID WEST 10 ACRES SOUTH 01°55'27" WEST, 1329.40 FEET TO THE SOUTH LINE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE ALONG SAID SOUTH LINE NORTH 88°38'58" WEST, 329.94 FEET TO THE WEST LINE OF SAID WEST 10 ACRES, SAID POINT ALSO BEING THE SOUTHEAST CORNER EVERGREEN PARK SUBDIVISION; THENCE ALONG SAID WEST LINE OF SAID WEST 10 ACRES NORTH 01°55'40" EAST, 1329.38 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE ALONG SAID NORTH LINE

SOUTH 88°39'14" EAST, 329.86 FEET TO THE POINT OF BEGINNING. CONTAINING 10.07 ACRES, MORE OR LESS. ALL LYING IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8 TOWNSHIP 28 NORTH, RANGE 22 WEST, GREENE COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE. DATE OF ADJUSTMENT 2002. EXCEPT ANY PART USED OR TAKEN FOR ROAD RIGHT-OF-WAY.

And also the following;

ALL OF LOT ONE, FINAL PLAT OF SILVERLEAF, A SUBDIVISION BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 22 WEST, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF IN PLAT BOOK AAA, AT PAGE 613.

EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

A TRACT OF LAND BEING A PART OF LOT 1 OF SILVERLEAF SUBDIVISION AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK AAA, PAGE 613 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF SILVERLEAF SUBDIVISION SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY OF REPUBLIC ROAD; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 87°56'45" WEST, 462.71 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 01°52'38" EAST, 220.71 FEET TO A POINT LYING ON THE SOUTH LINE OF LOT 2 OF SAID SILVERLEAF SUBDIVISION; THENCE ALONG SAID SOUTH LINE OF LOT 2, SOUTH 88°41'13" EAST, 460.90 FEET TO A POINT LYING ON THE WEST RIGHT-OF-WAY OF FARM ROAD 125; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID WEST RIGHT-OF-WAY, SOUTH 01°24'52" WEST, 226.68 FEET TO THE POINT OF BEGINNING. CONTAINING 2.37 ACRES, MORE OR LESS. ALL LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 22, GREENE COUNTY, MISSOURI.

And also the following;

A TRACT OF LAND BEING A PART OF LOT 1 OF SILVERLEAF SUBDIVISION AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK AAA, PAGE 613, AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF SILVERLEAF SUBDIVISION SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY OF REPUBLIC ROAD; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 87°56'45" WEST, 462.71 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 01°52'38" EAST, 220.71 FEET TO A POINT LYING ON THE SOUTH LINE OF LOT 2 OF SAID SILVERLEAF SUBDIVISION; THENCE ALONG SAID SOUTH LINE OF LOT 2, SOUTH 88°41'13" EAST, 460.90 FEET TO A POINT LYING ON THE WEST RIGHT-OF-WAY OF FARM ROAD 125; THENCE LEAVING SAID SOUTH LINE AND

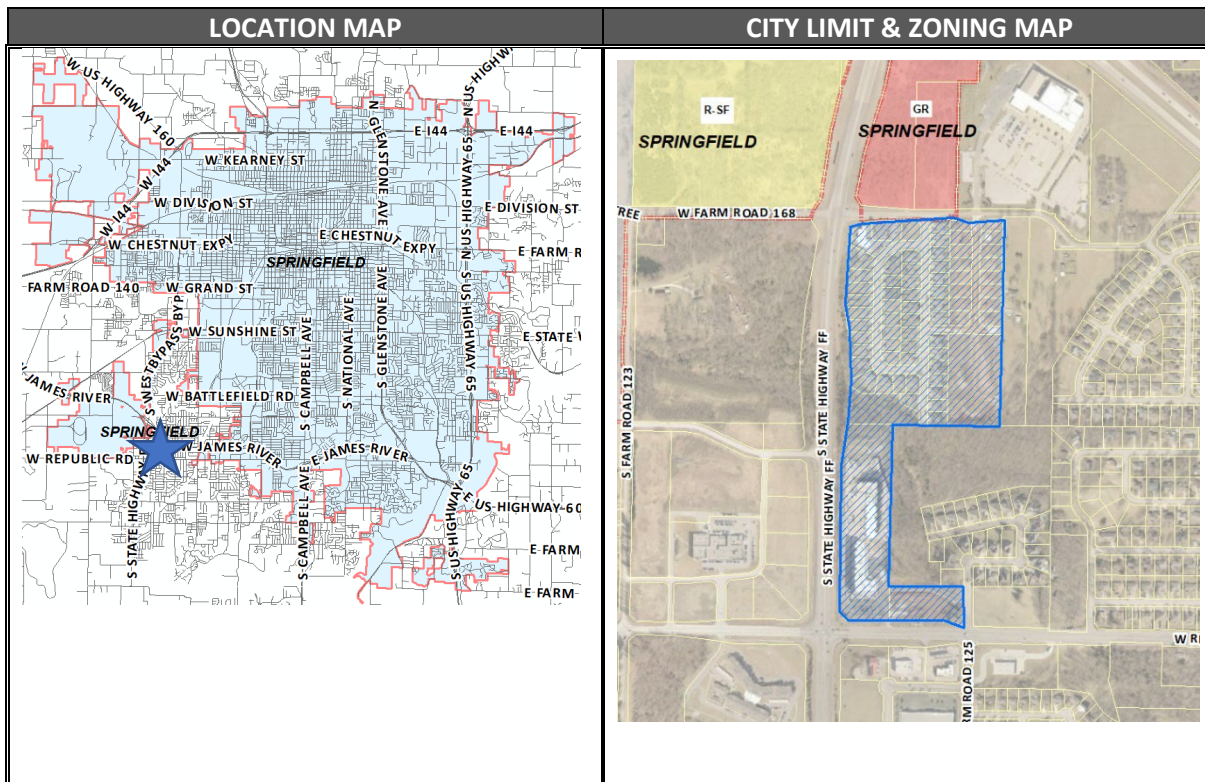
ALONG SAID WEST RIGHT-OF-WAY, SOUTH 01°24'52" WEST, 226.68 FEET TO THE POINT OF BEGINNING. CONTAINING 2.37 ACRES, MORE OR LESS. ALL LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 22, GREENE COUNTY, MISSOURI.

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	A-5-2024
Location:	n/s 4000 block W Republic Road, 4069 W Republic Road, 3803–3949 S Timbercreek, 3808–3990 S Jonathan, 3801-3880 S York, 4022-4050 W Wilderness; 3956 W Farm Road 168
Total Acres:	Approximately 39.5 acres
Applicant:	City of Springfield
Existing Land Use:	Apartments, duplexes, single-family homes, and offices
City Council:	December 16, 2024
Public Notification:	Mail and legal in Daily Events
Staff:	Alana Owen, AICP, Principal Planner
Staff recommendation:	Staff recommends approval

PROJECT SUMMARY:

Request to annex approximately 39.5 acres of private property generally located on the n/s 4000 block W Republic Road, 4069 W Republic Road, 3803–3949 S Timbercreek, 3808–3990 S Jonathan, 3801-3880 S York, 4022-4050 W Wilderness; and 3956 W Farm Road 168 into the City of Springfield. An Irrevocable Petition and Consent to Annexation Agreement was signed and recorded prior to the platting of the property now known as Evergreen Park, Evergreen Park – Replat of Lots 3-12, Evergreen Park – Admin Replat of Lots 47, 48 & 49 and The Dell Townhomes on Wire Road. Annexation of these subdivisions includes the annexation of the now right-of-way for Timbercreek Avenue, Jonathan Avenue, York Avenue, and Wilderness and Timberline Streets within those subdivisions.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE MAPS AND STREET VIEW:



View from Republic Road looking north



DEVELOPMENT REVIEW STAFF REPORT

View from West Bypass looking northeast



View from intersection of West Bypass and Farm Road 168 looking east



View from Farm Road 168 looking south



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject properties are outside the city limits in unincorporated Greene County. The properties have existing Irrevocable Petition and Consent to Annexation Agreements recorded and the City is moving forward with the annexation of the properties into the city of Springfield. The entire area will need to be annexed for all the properties to be compact and contiguous to the existing city limits. The subject properties will be rezoned to city zoning in a separate process following annexation.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

These properties are located within a Priority One strategic annexation area identified in Chapter 6, Growth Areas and Annexation, of the Forward SGF Comprehensive Plan. The Plan indicates that the City should prioritize short-term and long-term areas for future annexation. While not every property identified in Priority One and Two areas can or should be annexed immediately, each represent areas where opportunities for economic and job growth are promising due to varying combinations of available infrastructure, city services, proximity to major transportation corridors, and advantageous land patterns and As outlined above, some of these areas offer advantages over others, such as shorter response times for emergency services and lower utility costs and taxes. Short-term annexation areas target business development and job growth, while long-term annexation areas are primarily focused on residential growth.

The offices, single family and duplex dwelling units that are included in this request are located within a Traditional Neighborhood placetype and the Silverleaf apartments along with the undeveloped property along Republic Road are within a City Corridor placetype as identified in Forward SGF.

Annexation Considerations

The following strategies help to further guide the prioritization of annexations:

1. The City should prioritize annexation of City, City Utilities, Park Board, and Ozark Greenways-owned properties.
2. The City should prioritize annexation of properties with an “Irrevocable Petition and Consent to Annexation Agreement” that are revenue-generating and located along major corridors and areas of potential economic activity.
3. The City should evaluate annexation proposals on a property-by-property or case-by-case basis but work to coordinate annexation of multiple properties simultaneously, when possible, to maximize the time and cost efficiency involved in processing.
4. The City should engage with area Fire Protection Districts in evaluation of potential impact resulting from annexation of property by the City.
5. The City should be conscious of impractical boundary configurations created when annexing properties on only one side of a street, skipping over properties, or creating islands of unincorporated properties.
6. The City should weigh the anticipated impact of annexation on the ability to provide timely and professional emergency services, including personnel requirements, capital

DEVELOPMENT REVIEW STAFF REPORT

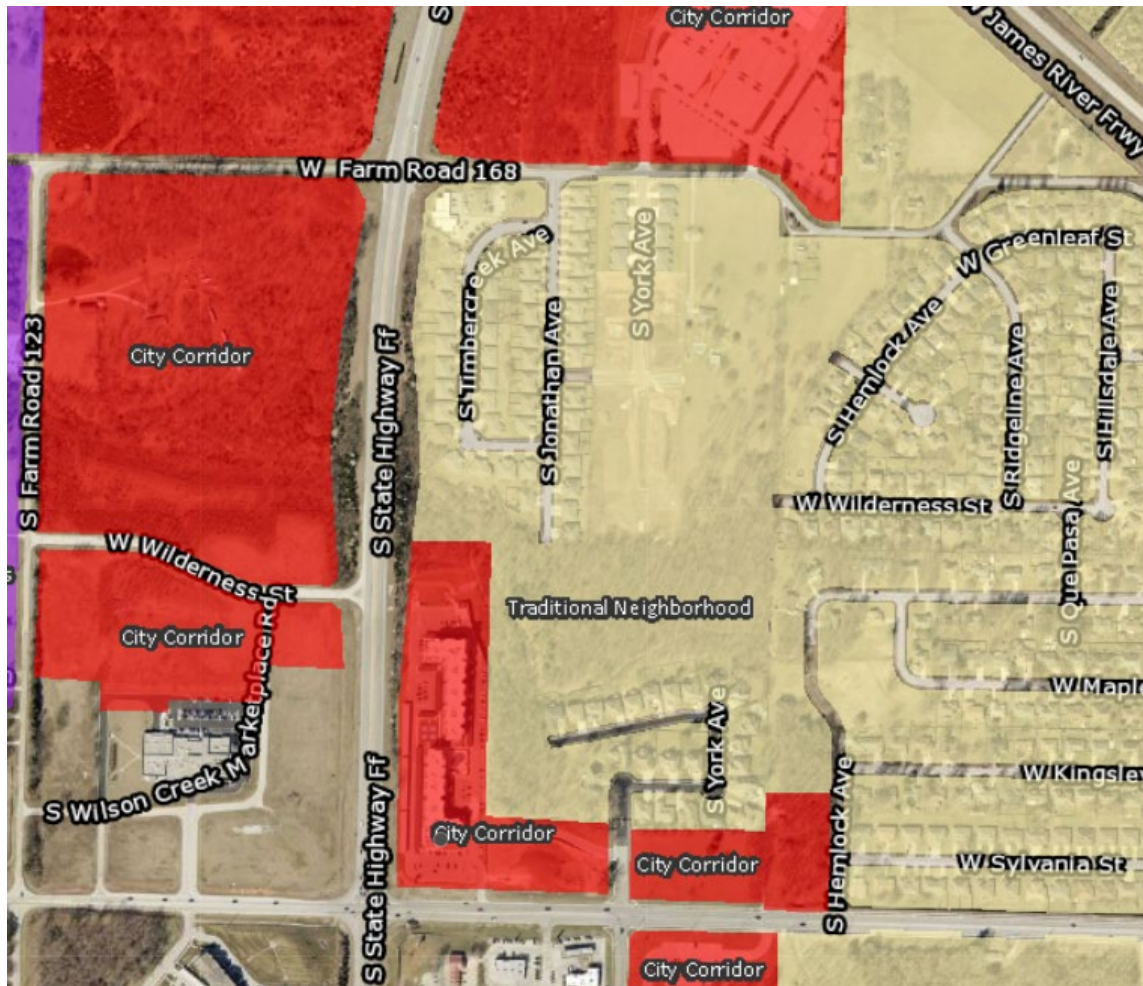
requirements, necessary and available infrastructure, call volume, and standards of cover.

7. The City should evaluate the age and condition of existing infrastructure in areas desired for annexation, as well as future maintenance costs.
8. The City should weigh the comprehensive advantages of both long-term revenue growth and population growth, including a variety of demographic considerations associated with providing services to new residents and property owners.
9. The City should weigh the fiscal impacts of annexation against the opportunity to grow the population base, increase resident participation in city elections, tax referendums, and expand the reach of citizens to serve on city advisory boards and committees.
10. The City should weigh the strategic value of incorporating geographic areas that facilitate growth in new areas.

The properties involved in this annexation all have Irrevocable Petition and Consent to Annexation Agreements that were previously recorded in exchange for the provision of sanitary sewer services to their property. The Irrevocable Petition and Consent to Annexation Agreements the property the offices, single-family and duplexes are located on were completed and recorded prior to the property being subdivided and developed as individual lots. This proposed annexation includes the private property and right-of-way included within the Evergreen Park, Evergreen Park – Replat of Lots 3-12, Evergreen Park – Admin Replat of Lots 47, 48 & 49 and The Dell Townhomes on Wire Road subdivisions.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No comments.
2. CITY UTILITIES:
No issues with the proposed annexation. All subject properties have access to CU electric, gas and water or are already served.
3. DEPARTMENT OF ENVIRONMENTAL SERVICES CLEAN WATER SERVICES DIVISION:
No issues with annexation. All properties are served by public sewer and are in approved sewer districts except for the property south of Timberline. That property will require a sewer extension and easement across the neighbor to the south or a private lift station.
4. EMERGENCY 911:
No comments.
5. GREENE COUNTY HIGHWAY DEPARTMENT:
No comments.
6. POLICE DEPARTMENT:
No comments.
7. FIRE DEPARTMENT:

Service – The primary Fire Station responding to this area would be Station #6 located at 2620 W Battlefield, which is approximately 3.4 miles from the southeast corner of the property. Fire Station #8 located at 1405 S Scenic is the secondary station responding to the location, which is 4.9 miles from the southeast corner of the property.

ISO area – The proposed annexation is currently outside the recommended ISO 1.5 mile (ISO diamond) response distance by 1.8 miles for the 1st due unit. *This will negatively impact our ISO rating.*

Response times/Standards of Cover – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 6 minutes, 52 seconds. The 2nd due company has an estimated total response time of 8 minutes, 52 seconds. It is likely the standard of coverage benchmark could be met for single company responses and unlikely the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. An automatic aid agreement for this area is in place with the Battlefield Fire Protection District and the City of Republic Fire Department. *The*

DEVELOPMENT REVIEW STAFF REPORT

department expects that it will meet the initial unit but not the ERF benchmarks. This will negatively impact our accreditation.

		Estimated Total Response Time	Benchmark*	Baseline**
1 st Due Company	Station 6	6-7 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Station 6,8,9,13,1	13-14 minutes	10 minutes 20 seconds	13 minutes 18 seconds

Water Supply – Existing development in the area is served by multiple CU water mains. The apartment complex also has a private fire service main and hydrants. *The Fire Department does not have any concerns with the water supply for this proposed annexation.*

Impact – The area of proposed annexation contains an area of single-family homes and a 2 building 4 story apartment complex. *The Fire Department does not have any concerns regarding the impact to daily service requirements. At least one Knox Box will need to be rekeyed.*

Fire Department Recommendation: *Based upon all of the relevant factors, the Fire Department is supportive of this annexation.*

8. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

The property is in the Wilsons Creek drainage basin. The property is 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 have a stream buffer on site. A fee in lieu of on-site stormwater detention is not applicable because detention is already provided.

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

- 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. Existing flood control infrastructure is provided for the built out developments.

DEVELOPMENT REVIEW STAFF REPORT

WATER QUALITY REQUIREMENTS

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0. a. The proposed area is already built out. Any redevelopment with a disturbance of 1 acre may require new water quality stormwater control measures.
2. Water Quality Credits are available to use in design for preserved trees and new planted trees. Landscaping and Bufferyards trees required by planning cannot be used for the water quality credits unless it is part of a SCM. Chapter 10, Section 3.1.

FLOODPLAIN

The proposed annexed property has Floodplain and Floodway present on the two subdivisions. The floodplain is from the Wilsons Creek stream. The site is already built out but any new construction within the floodplain may require a Floodplain Permit.



NATURAL CHANNEL & STREAM BUFFERS

1. The proposed property has the Wilsons Creek stream crossing west to east on the property. The stream will require a steam buffer easement recorded prior to approval of the annexation by PW-Stormwater.
 - a. This part of the stream is a Category B Small Stream, it requires a 160 feet wide buffer with 80 feet from top of bank on both sides. The Silverleaf and Evergreen Park subdivisions have encroachments inside of the stream buffer which do not require

DEVELOPMENT REVIEW STAFF REPORT

any changes. The stream buffer should follow the normal streamline and conform to the buffer size as much as possible.

b. Chapter 8, Sec 4.1.3 Ownership and Recording: Stream buffers consisting of the stream and approved buffer zones shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat in accordance with City Code Sec. 36-253, or recorded in a stream buffer easement.



SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

Stormwater Control Measures are the responsibility of the property owner or property owners' association to maintain, repair, and update unless the agreement is made with the City to operate. Operation and maintenance agreements are required for any permanent stormwater control measures.

9. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

No issues with proposed annexation.

DEVELOPMENT REVIEW STAFF REPORT

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. Republic Road	Primary Arterial	County	50	80	NA	No	Yes	No
Street 2	W. Farm Road 168	Local	City/County	25	25	NA	No	Yes	Yes
Street 3	S. Jonathan Avenue	Local	County	25	25	NA	Yes	Yes	Yes
Street 4	S. Timbercreek Avenue	Local	County	25	25	NA	Yes	Yes	Yes
Street 5	S. York Avenue	Local	County	25	25	NA	Yes	Yes	Yes
Street 6	W. Wilderness Street	Local	County	25	25	NA	Yes	Yes	Yes
Street 7	W. Timberline Street	Local	County	25	25	NA	Yes	Yes	Yes
Street 8	S. State Highway FF	Expressway	State	65	65	NA	No	No	No

ACCESS – 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 is one Greenway Trail near the property. There are no bus stops near the property.

IMPROVEMENTS – No improvements are required for this annexation. A traffic study may be required for this property at the time of development.

STAFF ANALYSIS AND RECOMMENDATION:

1. In conformance with the recommendations of Forward SGF, the City is moving forward on the annexation of properties that have an existing Irrevocable Petition and Consent to Annexation Agreement recorded. There are 69 individual properties identified for annexation as part of this request and right-of-way for Timbercreek Avenue, Jonathan Avenue, York Avenue, Wilderness Street and Timberline Street dedicated within those subdivisions. All the properties included in this request are covered under 4 agreements signed between 2004 and 2021. All the properties will need to be annexed for all the properties included in this request to be compact and contiguous to the existing city limits.
2. The total area of annexation for the private property included in this annexation is approximately 39.5 acres. Staff will process a rezoning request to rezone the annexed

DEVELOPMENT REVIEW STAFF REPORT

property to City zoning which most closely resembles the existing Greene County zoning for each property following the annexation.

3. The *Growth Areas & Annexation* chapter of the *Comprehensive Plan* supports the annexation because it meets the objective to prioritize the annexation of properties with an “Irrevocable Petition and Consent to Annexation Agreement” that are located along major corridors and areas of potential economic activity. These properties are located within a Priority One area for annexation, which represents an area of short-term growth.
4. The *Comprehensive Plan’s Land Use & Development* chapter identifies the subject property as being located within the City Corridor and Traditional Neighborhood placetype. The City Corridor placetype predominantly consists of commercial and service-related development, varying in scale, ranging from standalone businesses to large retail centers. City Corridors contribute significantly to Springfield’s economy and local tax base with a regional customer draw. The primary land-use within the Traditional Neighborhood placetype is single-family detached dwellings and supporting uses include single-family attached dwellings such as duplexes or townhomes and low-intensity neighborhood commercial.
5. The area to be annexed is within the City’s Urban Service Area and is consistent with its policies.
6. The area to be annexed is contiguous and compact to the City of Springfield.
7. The City will receive property tax revenue upon annexation of the private property.

STAFF RECOMMENDATION:

1. Staff recommends approval of the annexation request based on its compatibility with the *Comprehensive Plan’s* Annexation policies.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1 Annexation Schedule

ANNEXATION:

City Council first reading and public hearingDecember 16, 2024

City Council second reading and vote January 13, 2025



008383-20 10 Mar 2020 10:11:07AM



Book:2020
Page:008383-20
6 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Cheryl Ann Spaulding
RECORDER OF DEEDS

jjackson

IRREVOCABLE PETITION AND CONSENT TO ANNEXATION

This Irrevocable Petition and Consent to Annexation, made and entered into this 4th day of Feb, 20 20, by and between James Reynolds and Andrea Reynolds, spouses, and Nathan Reynolds and Brittany Reynolds, spouses and Jeffery Boyce, an unmarried person, of the County of Greene, State of Missouri hereinafter referred to as "**Grantor(s)**," and The City of Springfield, Missouri, a Municipal Corporation and duly organized Constitutional Charter City, of the County of Greene, State of Missouri, hereinafter referred to as "**Grantee**." The mailing address of the Grantor(s) is, 7057 S. State Highway FF, Battlefield MO 65619. The mailing address of the Grantee is City of Springfield, Department of Public Works, 840 Boonville Ave., Springfield, MO 65802.

KNOW ALL PERSONS BY THESE PRESENTS THAT: The Grantor(s), for and in consideration of the provision of sanitary sewer services, being the owner of all of the fee interest in the real property commonly known as a portion of Lot 1 of Silverleaf Subdivision Greene County, Missouri, and more fully described as follows:

Exhibit A - Legal Description and Exhibit B - Location Map

does hereby irrevocably petition and consent to the future annexation of said property in the corporate limits of the City of Springfield, Missouri, Grantee herein.

At such time as the City Council of the City of Springfield may by resolution or ordinance declare that annexation is in the interest of the City of Springfield, Grantor and Grantor's heirs, legal representatives, successors and assigns, shall cause this petition to be presented to the governing body of the City of Springfield, and do all things necessary to meet the requirements of the State Annexation Statutes to cause such property to be annexed into the City. Provided, however, that annexation of the property will not be effective until such



time as sewer service is available to the property.

Any objection to such annexation filed by Grantor(s), by any succeeding property owner(s), or by any occupant or resident of the property, shall relieve the City of any obligation to provide sewer service to the property, and the City may thereafter, upon reasonable notice, terminate sewer service and disconnect the property from the City of Springfield's sanitary sewer system. It is expressly stated and understood by Grantor(s) that but for the execution of this irrevocable consent to annexation and the commitment of Grantor(s) to do all things necessary to complete the annexation at such future date, the City would not extend sewer service to the real estate described in Exhibit A and any objection to annexation shall constitute complete and total failure of consideration for extending sewer service to property outside the City's limits in advance of annexation.

Failure to consummate annexation at any time during the term of this Irrevocable Petition and Consent to Annexation shall not cause this Petition and Consent to lapse and the same shall continue in full force and effect until such time as annexation is fully and lawfully consummated.

In the event of any breach or default by Grantor(s), this Irrevocable Petition and Consent to Annexation shall be enforceable by specific performance and, if litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri. The parties expressly waive any rights to venue inconsistent herewith, and agree attorney's fees will be reimbursed to Grantee.

This Irrevocable Petition and Consent to Annexation shall be deemed to be a covenant running with the land to succeeding owners and shall be deemed to be the Petition and Consent to Annexation of succeeding owners, their heirs, legal representatives, successors, and assigns until annexation is fully lawfully consummated as in this instrument provided.

IN WITNESS WHEREOF, the said Grantor(s) has/have hereunto set his/her/their hand(s) 3 day of February, 2020.

GRANTOR(S)

By:

James Reynolds

By:

Andrea Reynolds

By:

Nathan Reynolds

By:

Brittany Reynolds

By:

Jeffrey Boyce

Approved as to form for Grantee by:

(Printed Name)

KYLE TOLBERT

VERIFICATION AND ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF GREENE

SS.

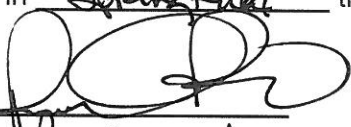
PERSONAL ACKNOWLEDGEMENT

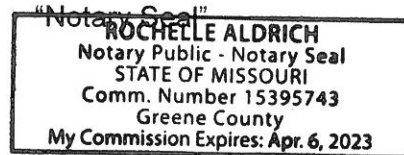
On this 3 day of February, 2020, before me, a Notary Public in and for said state, personally James Reynolds, a person known to me, who executed the foregoing document, and acknowledged that he executed the same as his free act and deed.

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

Notary Public:

Print Name:


Rochelle Aldrich



STATE OF MISSOURI
COUNTY OF GREENE

SS.

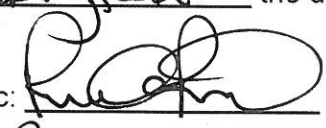
PERSONAL ACKNOWLEDGEMENT

On this 3 day of February, 2020, before me, a Notary Public in and for said state, personally Andrea Reynolds, a person known to me, who executed the foregoing document, and acknowledged that he executed the same as his free act and deed.

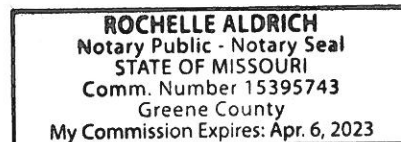
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Springfield the day and year first above written.

Notary Public:

Print Name:


Rochelle Aldrich

"Notary Seal"



STATE OF MISSOURI
COUNTY OF GREENE SS.

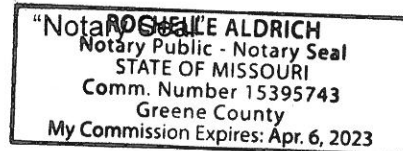
PERSONAL ACKNOWLEDGEMENT

On this 4 day of February, 2020, before me, a Notary Public in and for said state, personally Nathan Reynolds, a person know to me, who executed the foregoing document, and acknowledged that he executed the same as his free act and deed.

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

Notary Public: [Signature]

Print Name: Rochele Aldrich



STATE OF MISSOURI
COUNTY OF GREENE SS.

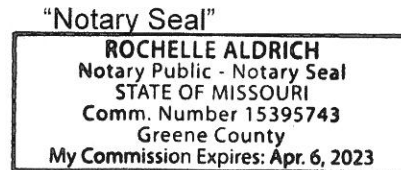
PERSONAL ACKNOWLEDGEMENT

On this 4 day of February, 2020, before me, a Notary Public in and for said state, personally Brittany Reynolds, a person know to me, who executed the foregoing document, and acknowledged that he executed the same as his free act and deed.

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

Notary Public: [Signature]

Print Name: Rochele Aldrich



STATE OF MISSOURI
COUNTY OF GREENE SS.

UNMARRIED PERSON'S ACKNOWLEDGEMENT

On this 29 day of January, 2020, before me, a Notary Public in and for said state, personally Jeffrey Boyce, a person know to me, who executed the foregoing document, and acknowledged that he executed the same as his free act and deed.

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

Notary Public: [Signature]

Print Name: Rochele Aldrich

"Notary Seal"

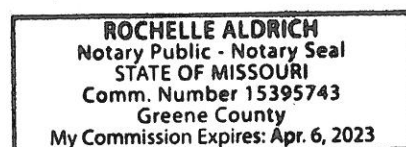


EXHIBIT A

A TRACT OF LAND BEING A PART OF LOT 1 OF SILVERLEAF SUBDIVISION AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK AAA, PAGE 613, AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF SILVERLEAF SUBDIVISION SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY OF REPUBLIC ROAD; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 87°56'45" WEST, 462.71 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 01°52'38" EAST, 220.71 FEET TO A POINT LYING ON THE SOUTH LINE OF LOT 2 OF SAID SILVERLEAF SUBDIVISION; THENCE ALONG SAID SOUTH LINE OF LOT 2, SOUTH 88°41'13" EAST, 460.90 FEET TO A POINT LYING ON THE WEST RIGHT-OF-WAY OF FARM ROAD 125; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID WEST RIGHT-OF-WAY, SOUTH 01°24'52" WEST, 226.68 FEET TO THE POINT OF BEGINNING. CONTAINING 2.37 ACRES, MORE OR LESS. ALL LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 22, GREENE COUNTY, MISSOURI.



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Book:2020
Page:008384-20
5 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Cheryl D. Spaulding

RECORDER OF DEEDS

jjackson

IRREVOCABLE PETITION AND CONSENT TO ANNEXATION

This Irrevocable Petition and Consent to Annexation, made and entered into this 28th day of February, 2020, by and between **Silverleaf Apartments** a Missouri Limited Liability Company hereinafter referred to as "**Grantor(s)**," and **The City of Springfield, Missouri**, a Municipal Corporation and duly organized Constitutional Charter City, of the County of Greene, State of Missouri, hereinafter referred to as "**Grantee**." The mailing address of the Grantor(s) is, 4173 W. Farm Rd 172, Brookline Station, MO 65619. The mailing address of the Grantee is City of Springfield, Department of Public Works, 840 Boonville Ave., Springfield, MO 65802.

KNOW ALL PERSONS BY THESE PRESENTS THAT: The Grantor(s), for and in consideration of the provision of sanitary sewer services, being the owner of all of the fee interest in the real property commonly known as a portion of Lot 1 of Silverleaf Plat Greene County, Missouri, and more fully described as follows:

Exhibit A - Legal Description and Exhibit B - Location Map

does hereby irrevocably petition and consent to the future annexation of said property in the corporate limits of the City of Springfield, Missouri, Grantee herein.

At such time as the City Council of the City of Springfield may by resolution or ordinance declare that annexation is in the interest of the City of Springfield, Grantor and Grantor's heirs, legal representatives, successors and assigns, shall cause this petition to be presented to the governing body of the City of Springfield, and do all things necessary to meet the requirements of the State Annexation Statutes to cause such property to be annexed into the City. Provided, however, that annexation of the property will not be effective until such time as sewer service is available to the property.

Any objection to such annexation filed by Grantor(s), by any succeeding property owner(s), or by any occupant or resident of the property, shall relieve the City of any obligation to provide sewer service to the property, and the City



RETURN TO COS
RIGHT-OF-WAY

may thereafter, upon reasonable notice, terminate sewer service and disconnect the property from the City of Springfield's sanitary sewer system. It is expressly stated and understood by Grantor(s) that but for the execution of this irrevocable consent to annexation and the commitment of Grantor(s) to do all things necessary to complete the annexation at such future date, the City would not extend sewer service to the real estate described in Exhibit A and any objection to annexation shall constitute complete and total failure of consideration for extending sewer service to property outside the City's limits in advance of annexation.

Failure to consummate annexation at any time during the term of this Irrevocable Petition and Consent to Annexation shall not cause this Petition and Consent to lapse and the same shall continue in full force and effect until such time as annexation is fully and lawfully consummated.

In the event of any breach or default by Grantor(s), this Irrevocable Petition and Consent to Annexation shall be enforceable by specific performance and, if litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri. The parties expressly waive any rights to venue inconsistent herewith, and agree attorney's fees will be reimbursed to Grantee.

This Irrevocable Petition and Consent to Annexation shall be deemed to be a covenant running with the land to succeeding owners and shall be deemed to be the Petition and Consent to Annexation of succeeding owners, their heirs, legal representatives, successors, and assigns until annexation is fully lawfully consummated as in this instrument provided.

IN WITNESS WHEREOF, the said Grantor(s) has/have hereunto set his/her/their hand(s) 28 day of February, 2020.

GRANTOR(S)

Jeffrey Boyce Jeffrey Boyce
(Printed Name) member LLC

Approved as to form for Grantee by:

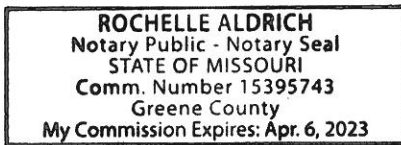
[Signature]
(Printed Name)
WILL TOLBERT

VERIFICATION AND ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF GREENE)

On this 28 day of February, 2020, before me personally appeared to me known to be the person(s) described herein and who executed the Irrevocable Petition and Consent to Annexation, and being duly sworn according to law, deposes and states that Jeffrey Boyce is the owner(s) in fee of the property described herein and the facts set forth in this Irrevocable Petition and Consent to Annexation are true and correct to the best of his/her/their knowledge, information and belief, and acknowledged to me that he/she/they executed same, as his/her/their free act and deed.

Subscribed and sworn to before me, a notary public, this 28 day of February, 2020.



ALL OF LOT ONE, FINAL PLAT OF SILVERLEAF, A SUBDIVISION BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 22 WEST, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF IN PLAT BOOK AAA, AT PAGE 613.

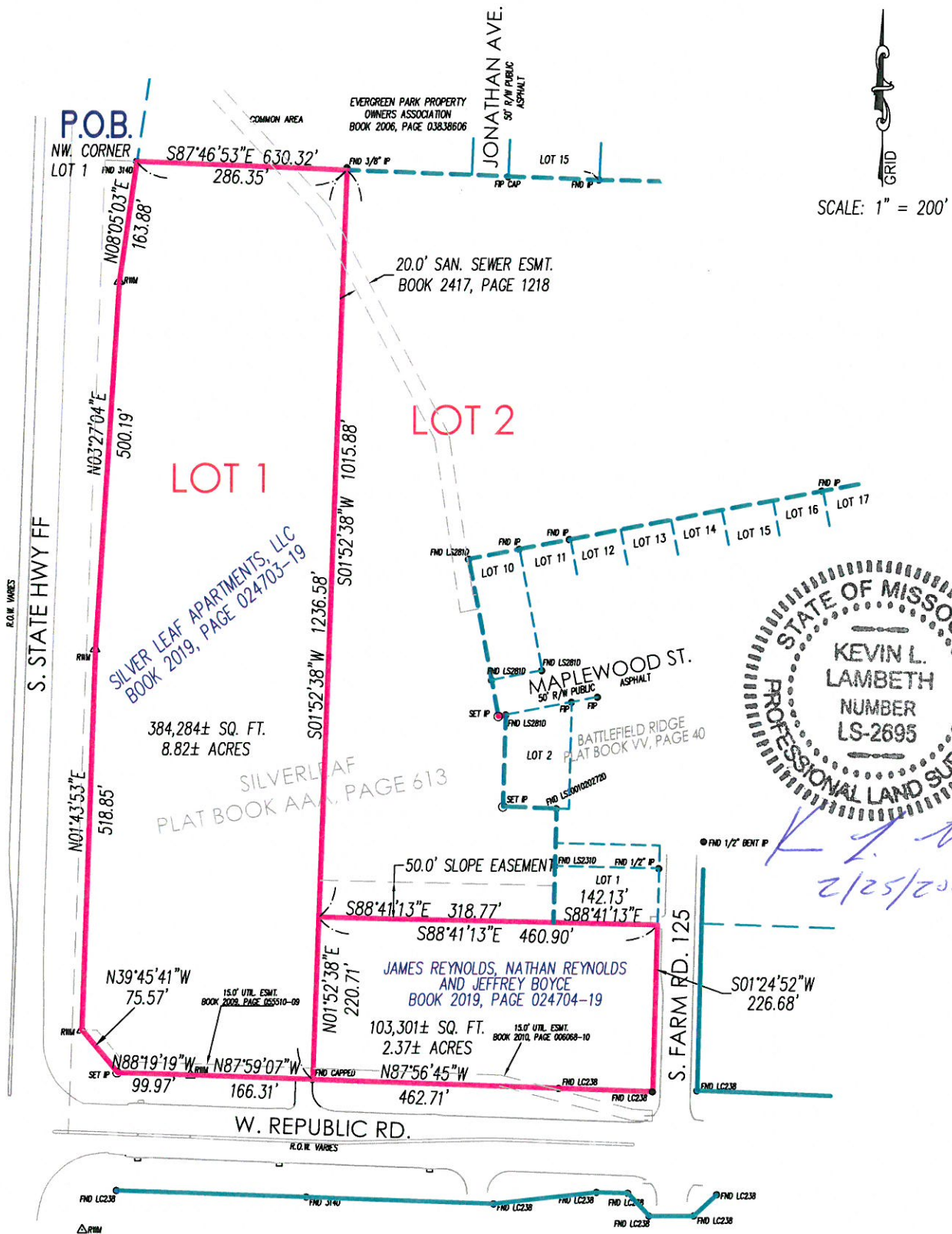
EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

A TRACT OF LAND BEING A PART OF LOT 1 OF SILVERLEAF SUBDIVISION AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN PLAT BOOK AAA, PAGE 613 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF SILVERLEAF SUBDIVISION SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY OF REPUBLIC ROAD; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 87°56'45" WEST, 462.71 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 01°52'38" EAST, 220.71 FEET TO A POINT LYING ON THE SOUTH LINE OF LOT 2 OF SAID SILVERLEAF SUBDIVISION; THENCE ALONG SAID SOUTH LINE OF LOT 2, SOUTH 88°41'13" EAST, 460.90 FEET TO A POINT LYING ON THE WEST RIGHT-OF-WAY OF FARM ROAD 125; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID WEST RIGHT-OF-WAY, SOUTH 01°24'52" WEST, 226.68 FEET TO THE POINT OF BEGINNING. CONTAINING 2.37 ACRES, MORE OR LESS. ALL LYING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 22, GREENE COUNTY, MISSOURI.



Handwritten signature and date:
K. L. Lambeth
2/25/2020



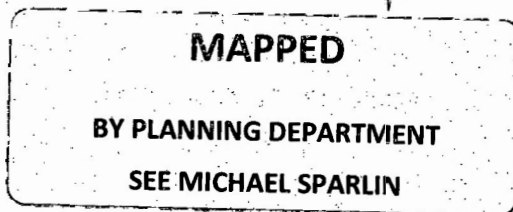
ANDERSON COA# 000062



SILVERLEAF PLAT
ANNEXATION
SKETCH

REPUBLIC ROAD, GREENE COUNTY, MO.

DRAWN BY:
BAC
DATE:
1-24-2020
CLIENT NO:
19SP10102



005505-04

02 FEB 2004 03:59:20pm



Book: 2004
Page: 005505-04
3 pages

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REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Linda S. Montgomery
RECORDER OF DEEDS

IRREVOCABLE PETITION AND CONSENT TO ANNEXATION

This Irrevocable Petition and Consent to Annexation, made this 26 day of January, 2003.

For and in consideration of the extension of Sanitary Sewer Services, know all persons by these presents that **EVERGREEN PARK DEVELOPMENT, L.L.C., A LIMITED LIABILITY COMPANY** (GRANTOR), (hereinafter "Owner") being owner(s) of all FEE INTEREST in the following described real property, does hereby IRREVOCABLY PETITION AND CONSENT TO ANNEXATION of said property into the CITY OF SPRINGFIELD, MISSOURI (GRANTEE), P.O. BOX 8368, SPRINGFIELD, MO. 65802

SEE ATTACHED LEGAL DESCRIPTION ON PAGE 3.

At such time as the SPRINGFIELD CITY COUNCIL may by resolution or ordinance declare that ANNEXATION is in the interest of the CITY OF SPRINGFIELD, owner and owner's heirs, legal representatives, successors and assigns, shall cause this petition to be represented to the governing body of the CITY OF SPRINGFIELD, and do all things necessary to cause such property to be annexed into the CITY.

Any objection to such annexation filed by the owner, by any succeeding property owner, or by any occupant or resident of the property, shall relieve the CITY of any obligation to provide further sewer services to the property, and the CITY may thereafter, upon reasonable notice, terminate sewer service and disconnect the property from the CITY OF SPRINGFIELD sanitary sewer system.

Failure to consummate annexation at any time during the term of the IRREVOCABLE PETITION AND CONSENT TO ANNEXATION shall not cause this petition and consent to lapse and the same shall continue in full force and effect until such time as annexation is fully and lawfully consummated.

In event of any breach or default by the OWNER, this IRREVOCABLE PETITION AND CONSENT TO ANNEXATION shall be enforceable by specific performance and, if litigated, venue shall be proper only in the CIRCUIT COURT OF GREENE COUNTY, and the parties expressly waive any rights to venue inconsistent therewith.

This IRREVOCABLE PETITION AND CONSENT TO ANNEXATION shall be deemed to be a covenant running with the land to succeeding owners shall be deemed to be the petition and consent to annexation of succeeding owners, their heirs, legal representatives, successors and assigns until annexation is fully lawfully consummated as in this instrument provided.

BY:

Terry McKee
Terry McKee

APPROVED AS TO FORM:

Gary T. Nelms
ASST. CITY ATTORNEY GARY T. NELMS

STATE OF MISSOURI)

GREENE COUNTY) SS.

ON THIS 26 DAY OF January, 2004

BEFORE ME PERSONALLY APPEARED Terry McKee, TO ME
PERSONALLY KNOWN, WHO BY ME BEING DULY SWORN, DID SAY THAT HE/SHE/THEY IS/ARE
THE President OF Evergreen Park C.C.

A MISSOURI LIMITED LIABILITY COMPANY, AND THAT SAID
INSTRUMENT WAS SIGNED BY THE ABOVE NAMED ON BEHALF OF SAID COMPANY, THAT HE/SHE/THEY
IS/ARE THE PROPER AND AUTHORIZED LEGAL REPRESENTATIVE(S) FOR SIGNING SAID INSTRUMENT
UNDER THE ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT, AND THE SAID

President ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE
ACT AND DEED OF SAID COMPANY. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND
AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN Springfield Missouri
THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: April 18, 2008

Susanne K. Ross
NOTARY PUBLIC

Susanne K. Ross
Notary Public – Notary Seal
State of Missouri
Greene County

My Commission Expires April 18, 2006

STATE OF MISSOURI)

GREENE COUNTY) SS.

ON THIS _____ DAY OF _____

BEFORE ME PERSONALLY APPEARED _____

TO ME

PERSONALLY KNOWN, WHO BY ME BEING DULY SWORN DID STATE THAT HE/SHE/THEY IS/ARE THE
SOLE AND ONLY OWNERS OF _____, A MISSOURI LIMITED
LIABILITY COMPANY, THAT SAID INSTRUMENT WAS SIGNED BY THE ABOVE NAMED ON BEHALF OF
SAID COMPANY, AND SAID _____ ACKNOWLEDGED SAID

INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID COMPANY. IN TESTIMONY WHEREOF, I
HAVEUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN

_____ THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

IRREVOCABLE PETITION AND CONSENT TO ANNEXATION

LEGAL DESCRIPTION

All of the Northeast quarter of the Southwest Quarter of Section Eight, Township Twenty-eight, Range Twenty-two, Except the East 660 feet thereof, all in Greene County, Missouri, except that part taken or used for roads, more particularly described as follows:

A tract of land as described in Book 2923 at page 73 in the Greene County Recorder's Office, being a part of the Northeast Quarter of the Southwest Quarter of Section 8, Township 28 North, Range 22 West, Greene County, Missouri, BEGINNING 660 feet West of the Northeast corner of said Northeast Quarter of the Southwest Quarter; THENCE South 02 degrees 10 minutes 25 seconds West a distance of 1,312.43 feet to an existing iron pin capped LS 2153 for corner; THENCE North 87 degrees 30 minutes 46 seconds West a distance of 630.38 feet to an existing iron pin capped LS 314-D for corner; THENCE North 08 degrees 15 minutes 35 seconds East a distance of 152.82 feet to a right-of-marker for corner; THENCE North 08 degrees 15 minutes 35 seconds East a distance of 85.00 feet to an iron pin for corner; THENCE North 01 degrees 37 minutes 41 seconds West a distance of 300.01 feet to a right-of-way marker for corner; THENCE North 05 degrees 25 minutes 23 seconds West a distance of 198.29 feet to a right-of-way marker for corner; THENCE North 06 degrees 48 minutes 05 seconds East a distance of 490.35 feet to a right-of-way marker for corner; THENCE North 51 degrees 37 minutes 11 seconds East a distance of 69.83 feet to a right-of-way marker for corner; THENCE North 85 degrees 23 minutes 30 seconds East a distance of 335.32 feet to a right-of-way marker for corner; THENCE South 88 degrees 32 minutes 52 seconds East a distance of 225.68 feet to an existing iron pin capped LS 2153 which is the POINT OF BEGINNING.



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Book: 2004
Page: 005505-04
3 pages

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REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Shirley S. Montgomery
RECORDER OF DEEDS



IRREVOCABLE PETITION AND CONSENT TO ANNEXATION

This Irrevocable Petition and Consent to Annexation, made this 26 day of January, 2003.

For and in consideration of the extension of Sanitary Sewer Services, know all persons by these presents that **EVERGREEN PARK DEVELOPMENT, L.L.C., A LIMITED LIABILITY COMPANY (GRANTOR)**, (hereinafter "Owner") being owner(s) of all FEE INTEREST in the following described real property, does hereby IRREVOCABLY PETITION AND CONSENT TO ANNEXATION of said property into the CITY OF SPRINGFIELD, MISSOURI (GRANTEE). P.O. BOX 8368, SPRINGFIELD, MO. 65802

SEE ATTACHED LEGAL DESCRIPTION ON PAGE 3.

At such time as the SPRINGFIELD CITY COUNCIL may by resolution or ordinance declare that ANNEXATION is in the interest of the CITY OF SPRINGFIELD, owner and owner's heirs, legal representatives, successors and assigns, shall cause this petition to be represented to the governing body of the CITY OF SPRINGFIELD, and do all things necessary to cause such property to be annexed into the CITY.

Any objection to such annexation filed by the owner, by any succeeding property owner, or by any occupant or resident of the property, shall relieve the CITY of any obligation to provide further sewer services to the property, and the CITY may thereafter, upon reasonable notice, terminate sewer service and disconnect the property from the CITY OF SPRINGFIELD sanitary sewer system.

Failure to consummate annexation at any time during the term of the IRREVOCABLE PETITION AND CONSENT TO ANNEXATION shall not cause this petition and consent to lapse and the same shall continue in full force and effect until such time as annexation is fully and lawfully consummated.

In event of any breach or default by the OWNER, this IRREVOCABLE PETITION AND CONSENT TO ANNEXATION shall be enforceable by specific performance and, if litigated, venue shall be proper only in the CIRCUIT COURT OF GREENE COUNTY, and the parties expressly waive any rights to venue inconsistent therewith.

This IRREVOCABLE PETITION AND CONSENT TO ANNEXATION shall be deemed to be a covenant running with the land to succeeding owners shall be deemed to be the petition and consent to annexation of succeeding owners, their heirs, legal representatives, successors, and assigns until annexation is fully lawfully consummated as in this instrument provided.

BY: *Shirley S. Montgomery*

APPROVED AS TO FORM:

Shirley S. Montgomery
ASST. CITY ATTORNEY GARY T. NELMS

STATE OF MISSOURI)

) SS.

ON THIS 26 DAY OF January, 2006

GREENE COUNTY)

BEFORE ME PERSONALLY APPEARED

Terry McKee

PERSONALLY KNOWN, WHO BY ME BEING DULY SWORN, DID SAY THAT HE/SHE/THEY IS/ARE

THE President

OF

Evergreen Park L.L.C.

A MISSOURI LIMITED LIABILITY COMPANY, AND THAT SAID

INSTRUMENT WAS SIGNED BY THE ABOVE NAMED ON BEHALF OF SAID COMPANY, THAT HE/SHE/THEY IS/ARE THE PROPER AND AUTHORIZED LEGAL REPRESENTATIVE(S) FOR SIGNING SAID INSTRUMENT UNDER THE ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT, AND THE SAID

President

ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID COMPANY. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN Springfield Missouri, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES:

April 18, 2006

Susanne K. Ross

NOTARY PUBLIC

Susanne K. Ross

Notary Public – Notary Seal

State of Missouri

Greene County

My Commission Expires April 18, 2006

STATE OF MISSOURI)

) SS.

ON THIS _____ DAY OF _____

GREENE COUNTY)

BEFORE ME PERSONALLY APPEARED

PERSONALLY KNOWN, WHO BY ME BEING DULY SWORN DID STATE THAT HE/SHE/THEY IS/ARE THE

SOLE AND ONLY OWNERS OF

LIABILITY COMPANY, THAT SAID INSTRUMENT WAS SIGNED BY THE ABOVE NAMED ON BEHALF OF

SAID COMPANY, AND SAID

INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID COMPANY. IN TESTIMONY WHEREOF, I

HAVEUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN _____

THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

IRREVOCABLE PETITION AND CONSENT TO ANNEXATION

LEGAL DESCRIPTION

All of the Northeast quarter of the Southwest Quarter of Section Eight, Township Twenty-eight, Range Twenty-two, Except the East 660 feet thereof, all in Greene County, Missouri, except that part taken or used for roads, more particularly described as follows:

A tract of land as described in Book 2923 at page 73 in the Greene County Recorder's Office, being a part of the Northeast Quarter of the Southwest Quarter of Section 8, Township 28 North, Range 22 West, Greene County, Missouri, BEGINNING 660 feet West of the Northeast corner of said Northeast Quarter of the Southwest Quarter; THENCE South 02 degrees 10 minutes 25 seconds West a distance of 1,312.43 feet to an existing iron pin capped LS 2153 for corner; THENCE North 87 degrees 30 minutes 46 seconds West a distance of 630.38 feet to an existing iron pin capped LS 314-D for corner; THENCE North 08 degrees 15 minutes 35 seconds East a distance of 152.82 feet to a right-of-marker for corner; THENCE North 08 degrees 15 minutes 35 seconds East a distance of 85.00 feet to an iron pin for corner; THENCE North 01 degrees 37 minutes 41 seconds West a distance of 300.01 feet to a right-of-way marker for corner; THENCE North 05 degrees 25 minutes 23 seconds West a distance of 198.29 feet to a right-of-way marker for corner; THENCE North 06 degrees 48 minutes 05 seconds East a distance of 490.35 feet to a right-of-way marker for corner; THENCE North 51 degrees 37 minutes 11 seconds East a distance of 69.83 feet to a right-of-way marker for corner; THENCE North 85 degrees 23 minutes 30 seconds East a distance of 335.32 feet to a right-of-way marker for corner; THENCE South 88 degrees 32 minutes 52 seconds East a distance of 225.68 feet to an existing iron pin capped LS 2153 which is the POINT OF BEGINNING.



061599-21 14 Dec 2021 08:55:40AM



Book:2021
Page:061599-21
5 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Christina Spaulding
RECORDER OF DEEDS

jjackson

IRREVOCABLE PETITION AND CONSENT TO ANNEXATION

This Irrevocable Petition and Consent to Annexation, made and entered into this 1st day of November 2021, by and between Wire Road Development, LLC, a **Missouri Limited Liability Company**, hereinafter referred to as "**Grantor**," and the **City of Springfield, Missouri**, a Municipal Corporation and duly organized Constitutional Charter City, of the County of Greene, State of Missouri, hereinafter referred to as "**Grantee**." The mailing address of the Grantor(s) is, 221 South Ave. Springfield MO, 65806. The mailing address of the Grantee is City of Springfield, 840 N. Boonville Ave., Springfield, MO 65802.

KNOW ALL PERSONS BY THESE PRESENTS THAT: The Grantor(s), for and in consideration of the provision of sanitary sewer services, being the owner of all of the fee interest in the real property more fully described as follows:

Exhibit A for Legal Description and Exhibit B - Location Map are attached hereto and incorporated herein by this reference

does hereby irrevocably petition and consent to the future annexation of said property in the corporate limits of the City of Springfield, Missouri, Grantee herein.

At such time as the City Council of the City of Springfield may by resolution or ordinance declare that annexation is in the interest of the City of Springfield, Grantor and Grantor's heirs, legal representatives, successors and assigns, shall cause this petition to be presented to the governing body of the City of Springfield, and do all things necessary to meet the requirements of the State Annexation Statutes to cause such property to be annexed into the City.

Provided, however, that annexation of the property will not be effective until such time as sewer service is available to the property.

Any objection to such annexation filed by Grantor(s), by any succeeding property owner(s), or by any occupant or resident of the property, shall relieve the City of any obligation to provide sewer service to the property, and the City may thereafter, upon reasonable notice, terminate sewer service and disconnect the property from the City of Springfield's sanitary sewer system. It is expressly stated and understood by Grantor(s) that but for the execution of this irrevocable consent to

Rev. July-2021

Page 1 of 3



RETURN TO COS
RIGHT-OF-WAY

annexation and the commitment of Grantor(s) to do all things necessary to complete the annexation at such future date, the City would not extend sewer service to the real estate described in Exhibit A and any objection to annexation shall constitute complete and total failure of consideration for extending sewer service to property outside the City's limits in advance of annexation.

Failure to consummate annexation at any time during the term of this Irrevocable Petition and Consent to Annexation shall not cause this Petition and Consent to lapse and the same shall continue in full force and effect until such time as annexation is fully and lawfully consummated.

In the event of any breach or default by Grantor(s), this Irrevocable Petition and Consent to Annexation shall be enforceable by specific performance and, if litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri. The parties expressly waive any rights to venue inconsistent herewith, and agree attorney's fees will be reimbursed to Grantee.

This Irrevocable Petition and Consent to Annexation shall be deemed to be a covenant running with the land to succeeding owners and shall be deemed to be the Petition and Consent to Annexation of succeeding owners, their heirs, legal representatives, successors, and assigns until annexation is fully lawfully consummated as in this instrument provided.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hands this 1st day of November 2021.

GRANTOR/LANDOWNER

By: _____

Name (print): Cade Rogers

Title (print): Wire Road Development, LLC Owner

GRANTEE/CITY OF SPRINGFIELD, MISSOURI

APPROVED AS TO FORM:

[Signature]
City Attorney or Assistant City Attorney

Name (print): Kyle Tolbert

VERIFICATION AND ACKNOWLEDGMENT

STATE OF MISSOURI)

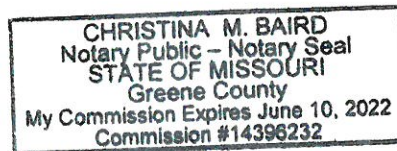
COUNTY OF Greene)

On this 1st day of November 2021, before me personally appeared to me known to be the person(s) described herein and who executed the Irrevocable Petition and Consent to Annexation, and being duly sworn according to law, deposes and states that

Wire Road Development, LLC, a Missouri Limited Liability Company, are the owner(s) in fee of the property described herein and the facts set forth in this Irrevocable Petition and Consent to Annexation are true and correct to the best of their knowledge, information and belief, and acknowledged to me that they executed same, as their free act and deed.

Subscribed and sworn to before me, a notary public, this 1st day of November 2021.

"Notary Seal"



Notary Public: _____

Type Name: _____

My Commission Expires: 06/10/2022

Exhibit "A"

Legal Description of Property:

A TRACT OF LAND AS BEING A PART OF NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 22 WEST, AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2021, PAGE 004808-21 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 22 WEST, THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8 NORTH 88°39'14" WEST, 329.85 FEET TO THE NORTHEAST CORNER OF THE WEST 10 ACRES OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID WEST 10 ACRES SOUTH 01°55'27" WEST, 1329.40 FEET TO THE SOUTH LINE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE ALONG SAID SOUTH LINE NORTH 88°38'58" WEST, 329.94 FEET TO THE WEST LINE OF SAID WEST 10 ACRES, SAID POINT ALSO BEING THE SOUTHEAST CORNER EVERGREEN PARK SUBDIVISION; THENCE ALONG SAID WEST LINE OF SAID WEST 10 ACRES NORTH 01°55'40" EAST, 1329.38 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE ALONG SAID NORTH LINE SOUTH 88°39'14" EAST, 329.86 FEET TO THE POINT OF BEGINNING. CONTAINING 10.07 ACRES, MORE OR LESS. ALL LYING IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 22 WEST, GREENE COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE. DATE OF ADJUSTMENT 2002.

EXHIBIT B - LOCATION MAP



**ANDERSON
ENGINEERING**
EMPLOYEE OWNED

ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
3213 S WEST BYPASS • SPRINGFIELD, MISSOURI 65807 • PHONE (417) 866-2741
ANDERSON CO# 000062 • JARED M. DAVIS, PE-2016017614



EXPLANATION TO COUNCIL BILL 2024-273 (MCGULL, JENSON)

FILED: 12/26/2024

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 49.35 acres of private property generally located at 2916, 2936, and 3040 West Republic Road; 4233 and 4268 South Hillcrest; 5601 and 5617 South Campbell Avenue; the north side 3900 block and 3929 East State Highway D; 3146, 3166, the south side 3100 block, and 3250 West Battlefield Road; 3501, 3533, 3535, and 3601 West Sunshine Street; and 1739 and 1747 South West Bypass into the City of Springfield as Annexation A-4-2024.

PURPOSE: To adopt an ordinance to annex approximately 49.35 acres of private property generally located at 2916, 2936 and 3040 W Republic Road; 4233 and 4268 S Hillcrest; 5601 and 5617 S Campbell; north side 3900 block and 3929 E State Highway D; 3146, 3166, south side 3100 block and 3250 W Battlefield; 3501, 3533, 3535 and 3601 W Sunshine; and 1739 and 1747 S West Bypass into the city of Springfield as Annexation A-4-2024 (Staff recommends approval).

BACKGROUND INFORMATION: The properties within this request have Irrevocable Petition and Consent to Annexation Agreements recorded in exchange for sanitary sewer services to the property. The City is moving forward on the annexation of these properties that are compact and contiguous into the city of Springfield. The City will process a rezoning request to rezone the subject properties to the most closely related city zoning district to the existing Greene County District for each property. The subject properties are located within priority areas for annexation in Forward SGF and the annexation is consistent with the recommendation that the City should prioritize annexation of properties with an Irrevocable Petition and Consent to Annexation Agreement that are revenue-generating and located along major corridors and areas of potential economic activity.

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

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

RECOMMENDATIONS:



1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous and compact to the City of Springfield.
3. The Forward SGF Comprehensive Plan supports this annexation request.
4. The property owner(s) have signed an Irrevocable Petition and Consent to Annexation Agreement for the property.
5. All City services can be provided to the property.

The City will receive property tax revenue upon annexation of the private property. This request is consistent with the recommendations of Chapter 6, Growth Areas and Annexation, of the Forward SGF Comprehensive Plan that the City should prioritize annexation of properties with an Irrevocable Petition and Consent to Annexation Agreement that are revenue-generating and located along major corridors and areas of potential economic activity and staff supports this request.

Submitted By: Alana Owen, Senior City Planner

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

- Attachments:**
1. A-4-2024 2916, 2936 and 3040 W. Republic Road; 4233 and 4268 S. Hillcrest; 5601 and 5617 S. Campbell; north side 3900 block and 3929 E. State Highway
 2. A-4-2024_ExhA
 3. A-4-2024_ExhB
 4. A-4-2024_ExhC

One-rdg. _____
P. Hrngs. X
Pgs. 82
Filed: 12-10-24

Sponsored by: McGull, Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-273

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1
2 of the Springfield City Code, 'Boundaries of wards, precincts and
3 council zones,' for the purpose of annexing approximately 49.35 acres
4 of private property generally located at 2916, 2936, and 3040 West
5 Republic Road; 4233 and 4268 South Hillcrest; 5601 and 5617 South
6 Campbell Avenue; the north side 3900 block and 3929 East State
7 Highway D; 3146, 3166, the south side 3100 block, and 3250 West
8 Battlefield Road; 3501, 3533, 3535, and 3601 West Sunshine Street;
9 and 1739 and 1747 South West Bypass into the City of Springfield as
10 Annexation A-4-2024.
11 _____
12

13 WHEREAS, the properties generally located at 2916, 2936, and 3040 West
14 Republic Road; 4233 and 4268 South Hillcrest; 5601 and 5617 South Campbell
15 Avenue; the north side 3900 block, and 3929 East State Highway D; 3146, 3166, the
16 south side 3100 block, and 3250 West Battlefield Road; 3501, 3533, 3535, and 3601
17 West Sunshine Street; and 1739 and 1747 South West Bypass, have Irrevocable
18 Petition and Consent to Annexation Agreements recorded in exchange for sanitary
19 sewer service to each property, respectively, as shown in "Exhibit C," attached hereto
20 and incorporated herein by this reference; and
21

22 WHEREAS, the subject properties are located within priority areas for annexation
23 in the City of Springfield's Comprehensive Plan, Forward SGF; and
24

25 WHEREAS, the subject properties are within the City of Springfield's Urban
26 Service Area and are compact and contiguous to the City, as shown in "Exhibit B,"
27 attached hereto and incorporated herein by this reference; and
28

29 WHEREAS, proper notice was published at least seven (7) days prior to the
30 public hearing; and
31

32 WHEREAS, City Council does find and determine that: (1) said annexation is
33 reasonable and necessary to the proper development of the City; (2) the City either

34 already furnishes normal municipal services to the area annexed, or is able to furnish
35 such services within a reasonable time after annexation; and (3) the area annexed
36 herein is contiguous and compact to the existing corporate boundaries of the City.
37

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

41 Section 1 – City Council, after holding a public hearing, hereby determines that
42 annexation of the property described in "Exhibit A," which is attached hereto and
43 incorporated herein by this reference, is reasonable and necessary to the proper
44 development of the City; the City either already furnishes normal municipal services to
45 the area annexed, or is able to furnish such services within a reasonable time after
46 annexation; and the area is contiguous and compact to the existing boundaries of the
47 City as shown in "Exhibit B."
48

49 Section 2 – Pursuant to the provisions of Section 71.012 RSMo., the property
50 described in "Exhibit A" is hereby annexed into the City of Springfield, Missouri.
51

52 Section 3 – Section 1-9 of the Springfield City Code, 'City Limits,' is hereby
53 amended by adding thereto the land described in "Exhibit A."
54

55 Section 4 – Section 46-1 of the Springfield City Code, 'Boundaries of wards,
56 precincts and council zones,' is hereby amended by placing the property described in
57 "Exhibit A" into the appropriate ward and precinct as determined by the County Clerk in
58 accordance with the provisions of State law.
59

60 Section 5 – The City Clerk is directed to: (1) file certified copies of this
61 Annexation Ordinance with the Clerk of Greene County; (2) file certified copies of this
62 Annexation Ordinance with the Assessor of Greene County; and (3) forward to the
63 Missouri Director of Revenue, by certified mail, certified copies of this Ordinance, and
64 any other information that the Director of Revenue may require. The City Clerk is further
65 authorized and empowered to perform any other administrative acts which are
66 consistent with the intent of this Ordinance.
67

68 Section 6 – This Ordinance shall be in full force and effect from and after
69 passage.
70

71 Passed at meeting: _____
72

73 _____
74 Mayor
75

76 Attest: _____, City Clerk
77

78 Filed as Ordinance: _____
79

80 Approved as to form: Laura Vales, Assistant City Attorney
81
82
83 Approved for Council action: Colin Sykes, Interim City
84 Manager

EXHIBIT A
ANNEXATION A-4-2024
LEGAL DESCRIPTION

All of the west one hundred ten (110) feet of the following described tract lying south of Missouri Highway "M", except the south 62.51 feet thereof:

The north one-half (N $\frac{1}{2}$) of the east one-half (E $\frac{1}{2}$) of the Northwest Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), except the east 409.2 feet thereof; also the east one-half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), all in Section Sixteen (16), Township twenty-eight (28), Range Twenty-two (22) , in Greene County, Missouri, except any part used for roads.

And also the following;

BEGINNING AT THE NORTHWEST CORNER OF TRACT SIXTEEN (16), MICKEY OWEN SUBDIVISION, A RECORDED SUBDIVISION IN GREENE COUNTY, MISSOURI, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF REPUBLIC ROAD (M HIGHWAY); THENCE SOUTH 89°30'35" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 164.90 FEET TO THE NORTHWEST CORNER OF HELEN'S ADDITION, A RECORDED SUBDIVISION IN GREENE COUNTY, MISSOURI; THENCE SOUTH 02°23'39" WEST ALONG THE WEST LINE OF SAID HELEN'S ADDITION A DISTANCE OF 420.63 FEET; THENCE NORTH 88°33'43" WEST A DISTANCE OF 299.00 FEET; THENCE NORTH 02°23'07" EAST A DISTANCE OF 416.54 FEET TO THE SOUTH RIGHT-OF-WAY LINE, OF REPUBLIC ROAD (M HIGHWAY); THENCE SOUTH 89°34'08" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 134.29 FEET TO THE POINT OF BEGINNING, ALL BEING IN GREENE COUNTY, MISSOURI.

LESS AND EXCEPT:

A TRACT OF LAND FOR REPUBLIC ROAD, BEING A PART OF THE GRANTOR'S LAND IN SECTION SIXTEEN (16), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-TWO (22) WEST, IN GREENE COUNTY, MISSOURI AS DESCRIBED IN BOOK 2531, PAGE 2083 AT THE GREENE COUNTY RECORDER'S OFFICE, THE WIDTHS OF SAID TRACT HEREINAFTER DESCRIBED FROM THE SURVEYED CENTERLINE OF REPUBLIC ROAD, THE SURVEYED CENTERLINE OF REPUBLIC ROAD IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION SIXTEEN (16), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-TWO (22) WEST; THENCE SOUTH 01°58'31" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SAID SECTION SIXTEEN (16), A DISTANCE OF 11.94 FEET TO

THE NEW CENTER LINE OF REPUBLIC ROAD AT CENTERLINE STATION 40+00 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE SOUTH 88°41'50" EAST, 2694.70 FEET TO CENTER LINE STATION 66+94.70 FEET FOR THE POINT OF TERMINATION, SAID POINT BEING SOUTH 05°14'37" WEST, 12.08 FEET FROM THE NORTHEAST CORNER OF SAID SECTION SIXTEEN (16). THE WIDTHS OF THE TRACT OF LAND HEREIN CONVEYED ON THE RIGHT OR SOUTHERLY SIDE OF THE ABOVE-DESCRIBED CENTERLINE ARE AS FOLLOWS: BEGINNING WITH A WIDTH OF 50.00 FEET AT STATION 52+41.75 AT THE WEST LINE OF GRANTOR'S LAND, MAINTAINING A WIDTH OF 50.00 FEET TO STATION 55+13.98 AT THE EAST LINE OF GRANTOR'S LAND. ALSO A PERPETUAL UTILITY EASEMENT 15 FEET IN WIDTH LYING SOUTH OF, PARALLEL WITH, AND ADJOINING THE ABOVE-DESCRIBED TRACT, THE SIDE LINES OF SAID UTILITY EASEMENT EXTENDING TO THE EAST AND WEST LINES OF GRANTOR'S LAND.

And also the following;

Beginning at a point on the south right-of-way line of Highway "M" 134.2 feet west of the east line of the East Half (E1/2) of the Northwest Quarter (NW1/4) of the Northeast Quarter of Section 16, Township Twenty-Eight (28), Range Twenty-Two (22); thence south 320 feet; thence west 141 feet; thence north 310.8 feet to the south line of Highway "M"; thence easterly to beginning, in Greene County, Missouri; Except any part taken or deeded for road right-of-way

And also the following;

Commencing at the Northwest corner of Tract 16, Mickey Owen Subdivision, a recorded subdivision in Greene County, Missouri, said point being on the South right-of-way line of Republic Road (M Highway); thence S89°30'35"E along said right-of-way line, a distance of 164.90 feet to the Northwest corner of Helen's Addition, a recorded subdivision in Greene County, Missouri; thence S02°23'39"W along the West line of said Helen's Addition a distance of 420.63 feet for a point of beginning; thence Continuing S02°23'39"W, along said West line, a distance of

396.53 feet to the Northeast corner of Sydney Place Subdivision, as recorded in Greene County, Missouri; thence N89°09'40"W along said North line of Sydney Place Subdivision, a distance of

554.28 feet to the East right-of-way line of Hilcrest Avenue; thence N02°26'53"E along said East right-of-way line, a distance of 402.33 feet; thence S88°33'43"E a distance of 553.77 feet to the point of beginning, all being in Greene County, Missouri.

And also the following;

A TRACT OF LAND BEING PART OF THE NORTH ONE-HALF (N1/2) OF THE EAST ONE-HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) IN SECTION SIXTEEN (16), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-TWO (22) WEST, ALL IN GREENE COUNTY, MISSOURI. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF SAID NORTH ONE-HALF (N1/2) OF THE EAST ONE-HALF (E1/2), ALSO BEING THE NORTHWEST CORNER OF SYDNEY PLACE 1ST ADDITION, A SUBDIVISION IN GREENE COUNTY MISSOURI; THENCE SOUTH 88°44'29" EAST A DISTANCE OF 39.77 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°17'50" EAST A DISTANCE OF 389.00 FEET; THENCE SOUTH 88°44'29" EAST A DISTANCE OF 199.66 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF HILLCREST AVENUE AS NOW EXIST; THENCE SOUTH 01°28'47" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 389.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 88°44'29" WEST A DISTANCE OF 198.42 FEET TO THE POINT OF BEGINNING, CONTAINING 1.78 ACRES, 77425.62 SQUARE FEET MORE OR LESS.

And also the following;

THAT CERTAIN PARCEL OR TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 28 NORTH, RANGE 22 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT AN EXISTING IRON PIN AT THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE N02° 7'59"E, ALONG THE EAST LINE OF SAID SECTION 23, A DISTANCE OF 1039.15 FEET; THENCE N87°52'01"W, 39.55 FEET TO AN EXISTING IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY# 160 FOR A POINT OF BEGINNING; THENCE, N88°38'44"W, 620.23 FEET TO AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF LOT 14, RIVERBREEZE, A RECORDED SUBDIVISION IN GREENE COUNTY, MISSOURI; THENCE, N88°39'59"W, 609.51 FEET TO AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF LOT 20, IN SAID RIVERBREEZE; THENCE, N02°08'42"E, ALONG THE EAST LINE OF BROOKSIDE 3RD ADDITION, A RECORDED SUBDIVISION IN GREENE COUNTY, MISSOURI, 199.97 FEET TO AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF LOT 33 IN SAID BROOKSIDE 3RD ADDITION; THENCE, N88°41'45"W, ALONG THE NORTH LINE OF SAID

BROOKSIDE 3RD ADDITION, 66.31 FEET TO AN EXISTING IRON PIN; THENCE, N02°13'01"E, 165.05 FEET TO AN EXISTING IRON PIN; THENCE S88°39'32"E, 1310.80 FEET TO AN EXISTING IRON PIN ON SAID WEST RIGHT-OF- WAY; THENCE, S07°14'21"W, ALONG SAID WEST RIGHT-OF-WAY LINE, 163.16 FEET TO AN EXISTING RIGHT-OF-WAY MARKER; THENCE, S02°18'15"W, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE 202.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 461,039 SQ. FT. (10.58 ACRES MORE OR LESS)

And also the following;

All that part of the Southwest Quarter of the Southeast Quarter of Section 27, Township 29 North, Range 21 West of the Fifth Principal Meridian, Greene County, Missouri, being more particularly described as follows: BEGINNING at an existing iron pin at the intersection of the North right-of-way of State Route "D" (Sunshine Street) and the West line of the East 198 feet of the West 624 feet of the South 660 feet of the Southwest Quarter of the Southeast Quarter of said Section 27; said point lying 426 feet East and 74.5 feet North of the Southwest corner of the Southwest Quarter of the Southeast Quarter; thence, North 01°28'07" East, along and with the aforementioned West line, a distance of 225.00 feet; thence, South 87°20'20" East, leaving said West line, a distance of 185.00; thence, South 01°28'07" West, a distance of 225.00 feet to the North right-of-way line of State Route "D" (Sunshine Street); thence, North 87°20'20" West, along and with said North line, a distance of 185.00 feet to the POINT OF BEGINNING, containing 0.96 acres and being subject to easements, restrictions or rights-of- way, if any.

And also the following;

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21), THENCE EAST 822 FEET FOR A POINT OF BEGINNING, THENCE EAST 198 FEET, THENCE NORTH 660 FEET, THENCE WEST 198 FEET, THENCE SOUTH 660 FEET TO THE POINT OF BEGINNING, IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PUPOSES.

And also the following;

BEGINNING AT AN IRON PIN SET IN THE WEST LINE OF A NORTH AND SOUTH COUNTY ROAD AS NOW DEDICATED, 467.5 FEET NORTH OF THE NORTHWEST CORNER OF THE INTERSECTION OF HIGHWAY "D"

(SUNSHINE ROAD) WITH SAID NORTH AND SOUTH COUNTY ROAD; THENCE RUNNING SOUTH WITH THE WEST LINE OF SAID COUNTY ROAD TO ITS INTERSECTION WITH HIGHWAY "D"; THENCE RUNNING WEST WITH THE NORTH LINE OF HIGHWAY "D", 273.25 FEET TO AN IRON PIN; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID NORTH AND SOUTH COUNTY ROAD, 466.5 FEET TO AN IRON PIN; THENCE EAST PARALLEL WITH THE NORTH LINE OF HIGHWAY "D", 272.06 FEET TO THE POINT OF BEGINNING ALL LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21), IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN, DEEDED OR USED FOR ROADS.

And also the following;

All of Lot Five (5) and Six (6) except the West 400 feet thereof and all of Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15) and all of the South 578.5 feet of Lot Sixteen (16) In Hampden Park, a subdivision In Greene County, Missouri. Except: Beginning at the Southwest corner of Lot Eleven (11) in Hampden Park, a subdivision In Greene County, Missouri; thence North 230 feet; thence East 175 feet; thence South to a point 150 feet South of the North line of Lot Twelve (12); thence East to the East line of said Lot Twelve (12); thence South to the Southeast corner of said Lot Twelve (12); thence West to the point of beginning.

Except all that part taken or used for road right-of-way.

This area has been re-platted, and is currently described as: All of Lots 1, 2, 3, and 4 of "Replat of Colonial Corners & Colonial Corners First Addition and Parts of Lots 11 & 12 Hampden Park" a recorded subdivision in Greene County, Missouri.

And also the following;

All of Lots 9 & 10 in Hampden Park, a subdivision located in Greene County, Missouri, according to the recorded plat thereof.

And also the following;

All of lots two (2) and three (3) of Westminster First Addition, Greene County, Missouri.

And also the following;

A parcel of land located in the Southwest Quarter (SW1/4) of Section Four (4), Township Twenty-eight (28) North, Range Twenty-two (22) West, Greene County, Missouri, more particularly described as follows: Commencing at a railroad spike at the Northeast corner of the Southwest Quarter (SW 1/4) of Section 4, Township 28 North, Range 22 West, also being the Northeast corner of Westminster Subdivision First Addition, Greene County, Missouri; thence N89°02'24"W along the North line of said subdivision, also being the North line of said Southwest Quarter of said Section 4, a distance of 509.48 feet for a point of beginning; thence leaving said North line of the Southwest Quarter of Section 4,

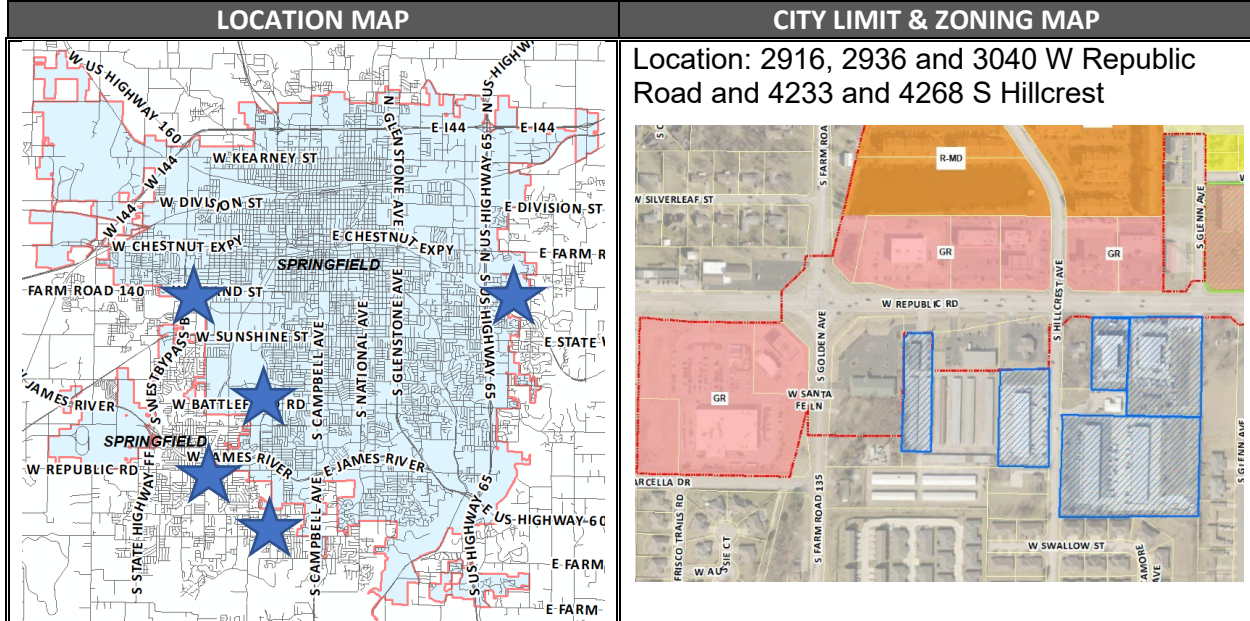
S00°59'12"W a distance of 227.48 feet to a 5/8" iron pin LS 1734 found; thence S88°58'29"E a distance of 85.12 feet; thence S01°47'48"W a distance of 344.92 feet; thence N88°56'53"W a distance of 374.02 feet; thence N01°36'29"E a distance of 130.99 feet to the point of curvature of a non-tangent curve to the right having a radius of 50 feet, a central angle of 80°20'43", with a chord bearing of N41°34'55"E; thence along said curve an arc distance of 70.11 feet; thence N55°26'06"E a distance of 283.16 feet; thence N88°57'06" W a distance of 521.49 feet to a 5/8" iron pin LS 1756 found; thence N88°54'20"W a distance of 79.56 feet; thence N01° 36'39"E a distance of 216.63 feet to the point of tangency of a curve to the right having a radius of 15 feet, a central angle of 89°21'07", with a chord bearing of N46°17'03"E: thence along said curve an arc distance of 23.39 feet; thence N00°57'36"E a distance of 45 feet to a point on the north line of said Southwest Quarter (SW 1/4) of Section 4; thence S89°02'24"E along said North line of the Southwest Quarter (SW 1/4) of Section 4 a distance of 603.75 feet to the point of beginning, all being in Greene County, Missouri, subject to easements and any parts used for road purposes. Except all of Lot 7, and except and all of the area labeled "Park" on the final plat of "A Replat of Lot 7 in Westminster Sub. Fifth Addition", a recorded subdivision in Greene County, Missouri.

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	A-4-2024
Location:	2916, 2936 and 3040 W Republic Road; 4233 and 4268 S Hillcrest; 5601 and 5617 S Campbell; north side 3900 block and 3929 E State Highway D; 3146, 3166, south side 3100 block and 3250 W Battlefield; 3501, 3533, 3535 and 3601 W Sunshine; 1739 and 1747 S West Bypass
Total Acres:	Approximately 49.35 acres of private property
Applicant:	City of Springfield
Existing Land Use:	Office, retail, and service uses
City Council:	December 16, 2024
Public Notification:	Mail and legal in Daily Events
Staff:	Alana Owen, AICP, Principal Planner
Staff recommendation:	Staff recommends approval

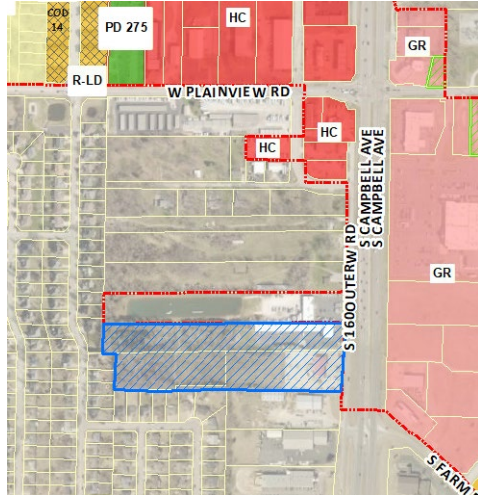
PROJECT SUMMARY:

Request to annex approximately 49.35 acres of private property generally located at 2916, 2936 and 3040 W Republic Road; 4233 and 4268 S Hillcrest; 5601 and 5617 S Campbell; north side 3900 block and 3929 E State Highway D; 5601 and 5617 S Campbell; 3146, 3166, south side 3100 block and 3250 W Battlefield; 3501, 3533, 3535 and 3601 W Sunshine; 1739 and 1747 S West Bypass into the City of Springfield.

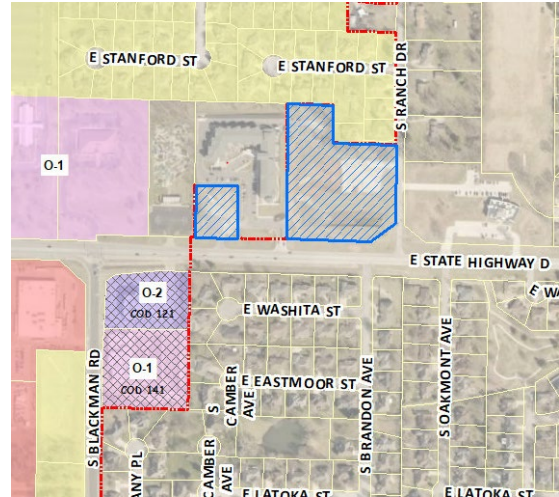


DEVELOPMENT REVIEW STAFF REPORT

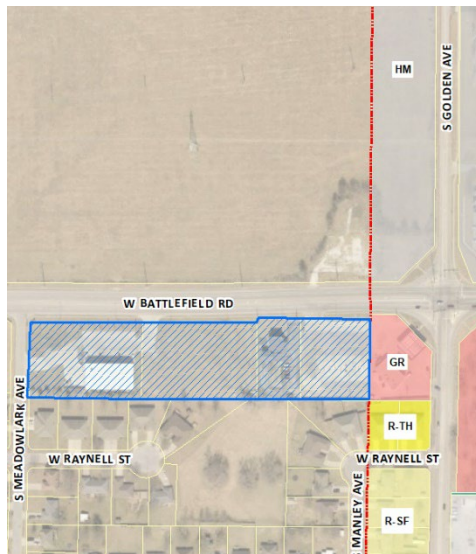
Location: 5601, 5617 S Campbell



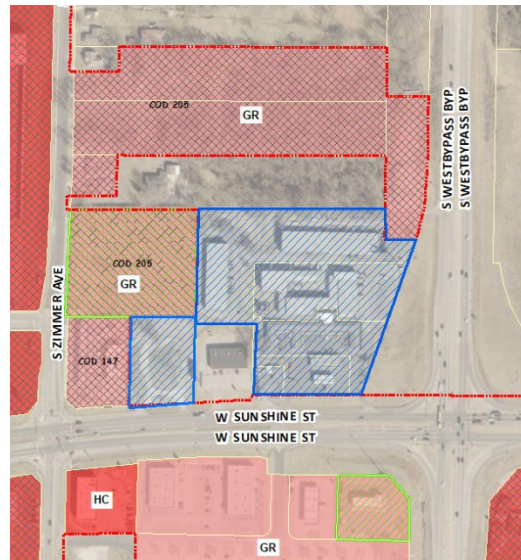
Location: n/s 3900 block and 3929 E State Highway D



Location: 3146, 3166 and 3250 W Battlefield



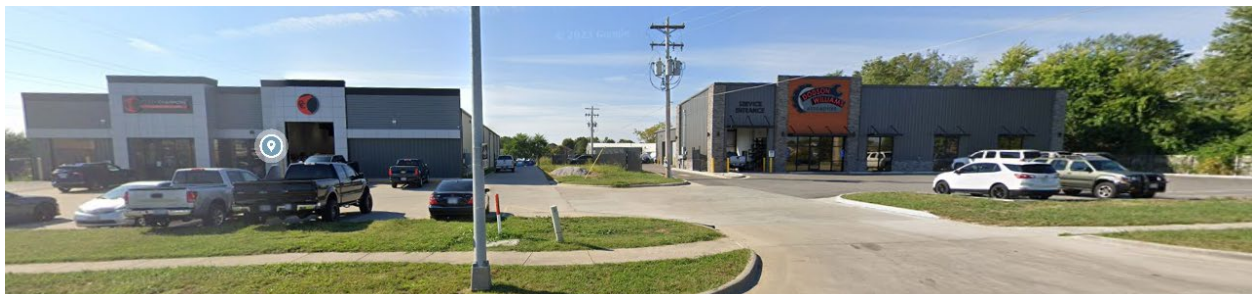
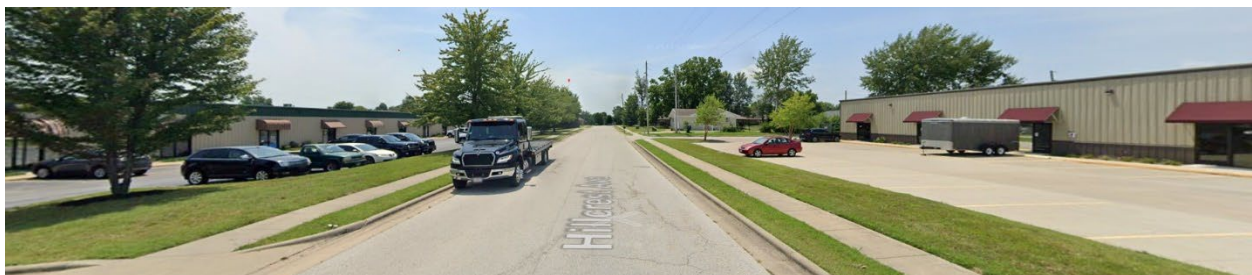
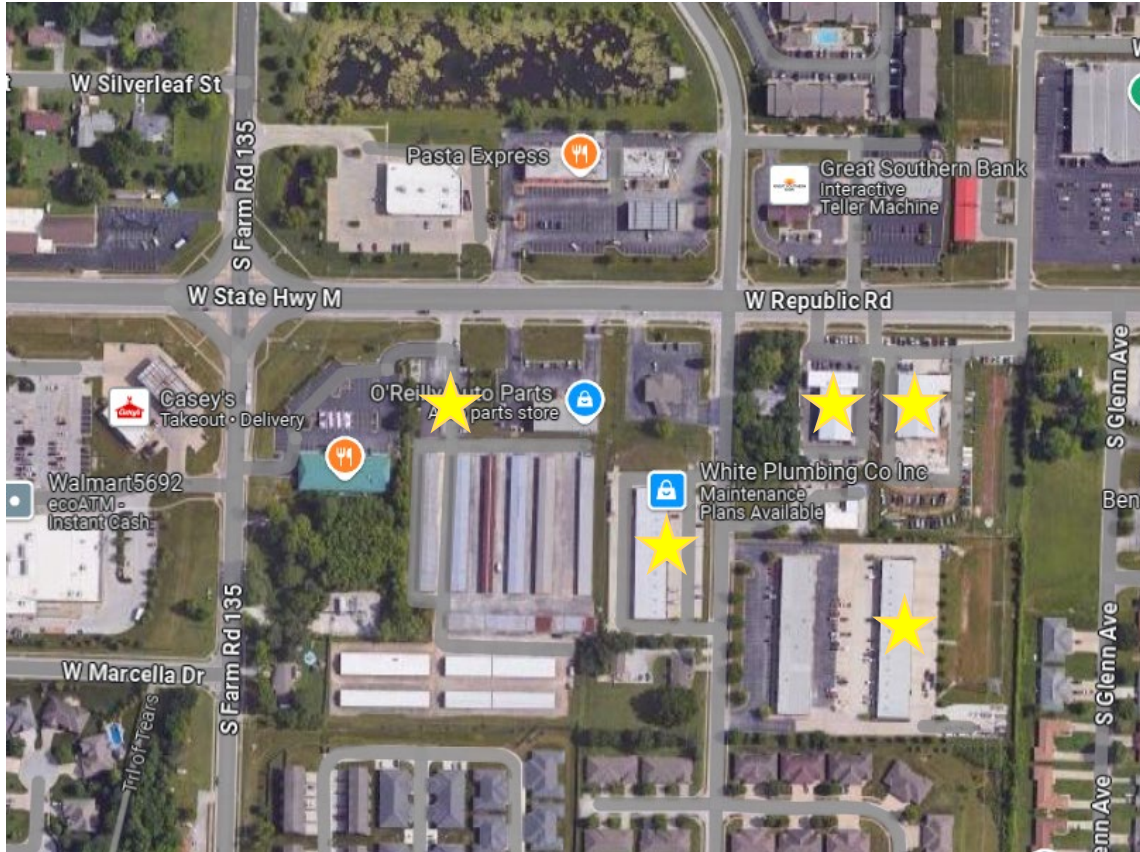
Location: 3501, 3533, 3535 and 3601 W Sunshine and 1739 and 1747 S West Bypass



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE MAPS AND STREET VIEW:

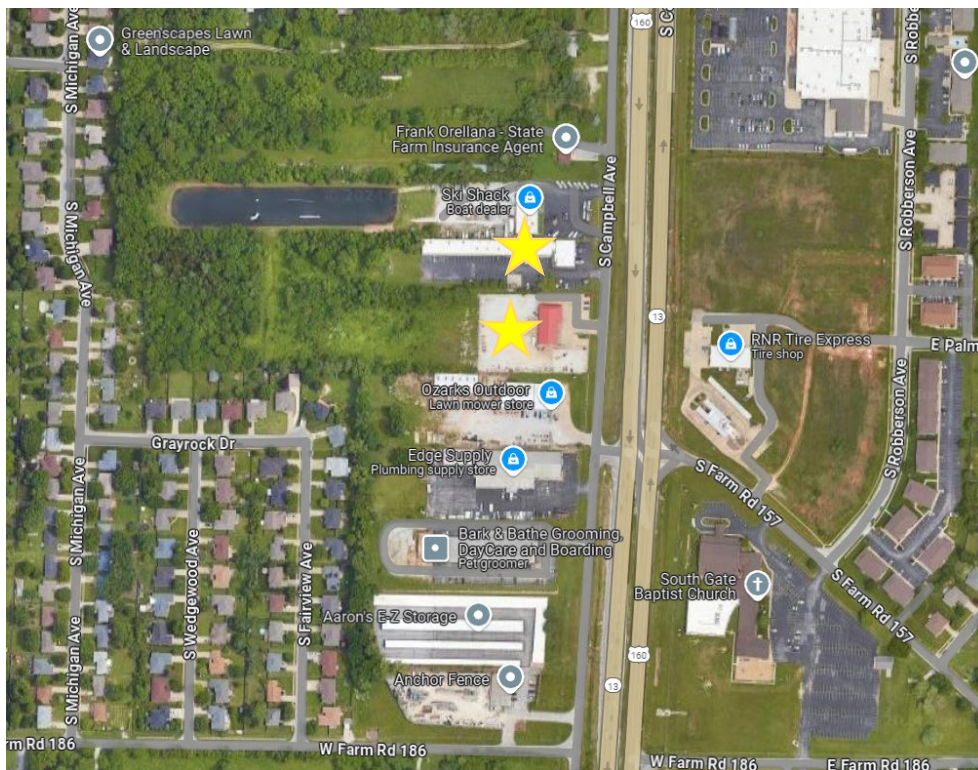
Location: 2916, 2936 and 3040 W Republic Road and 4233 and 4268 S Hillcrest



DEVELOPMENT REVIEW STAFF REPORT



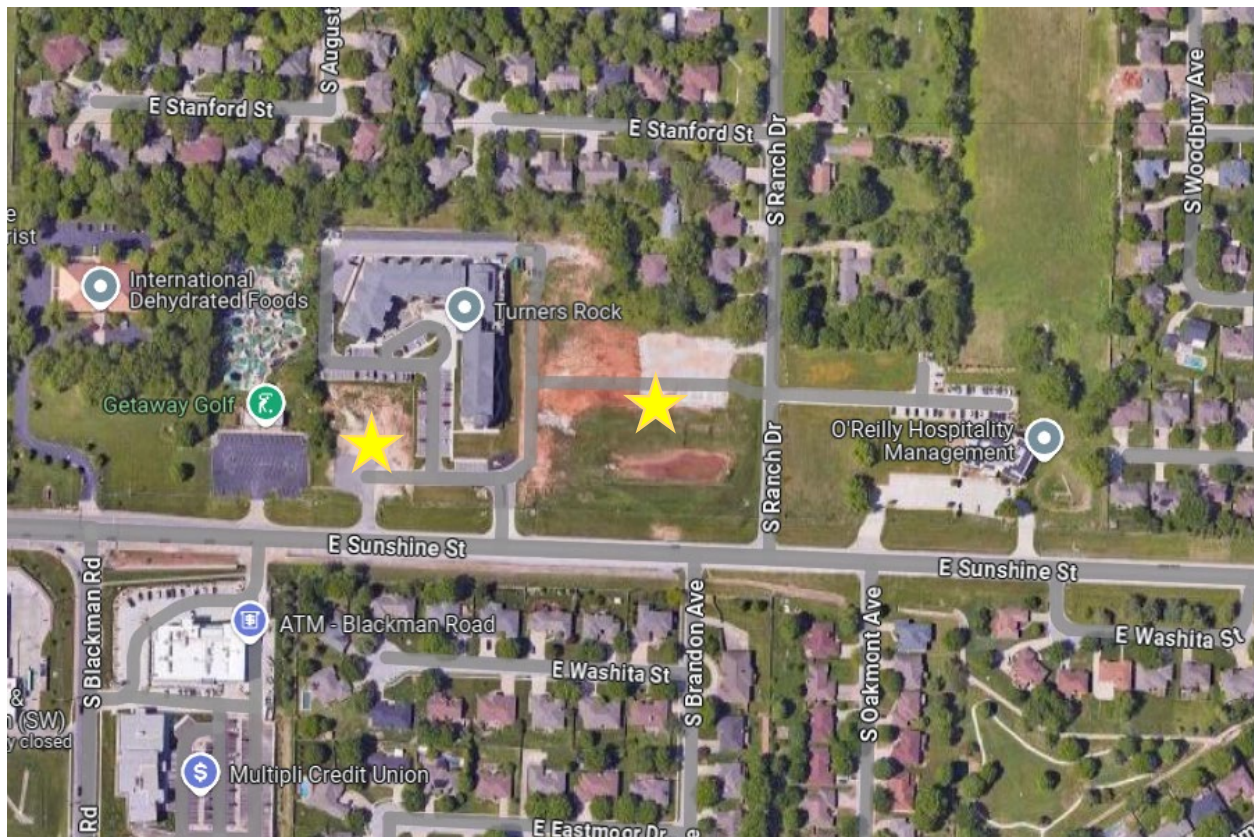
Location: 5601 and 5617 S Campbell Avenue



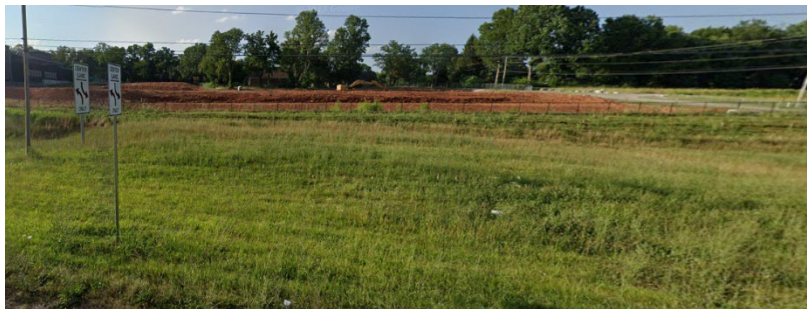
DEVELOPMENT REVIEW STAFF REPORT



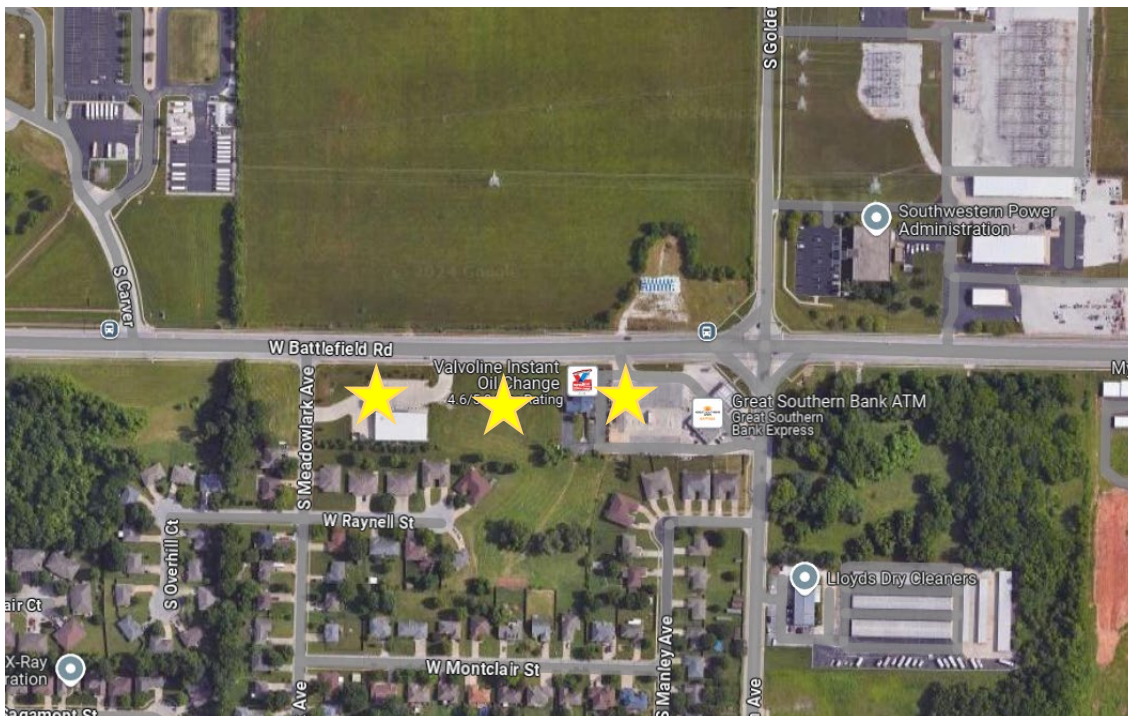
Location: north side 3900 block and 3929 E State Highway D



DEVELOPMENT REVIEW STAFF REPORT



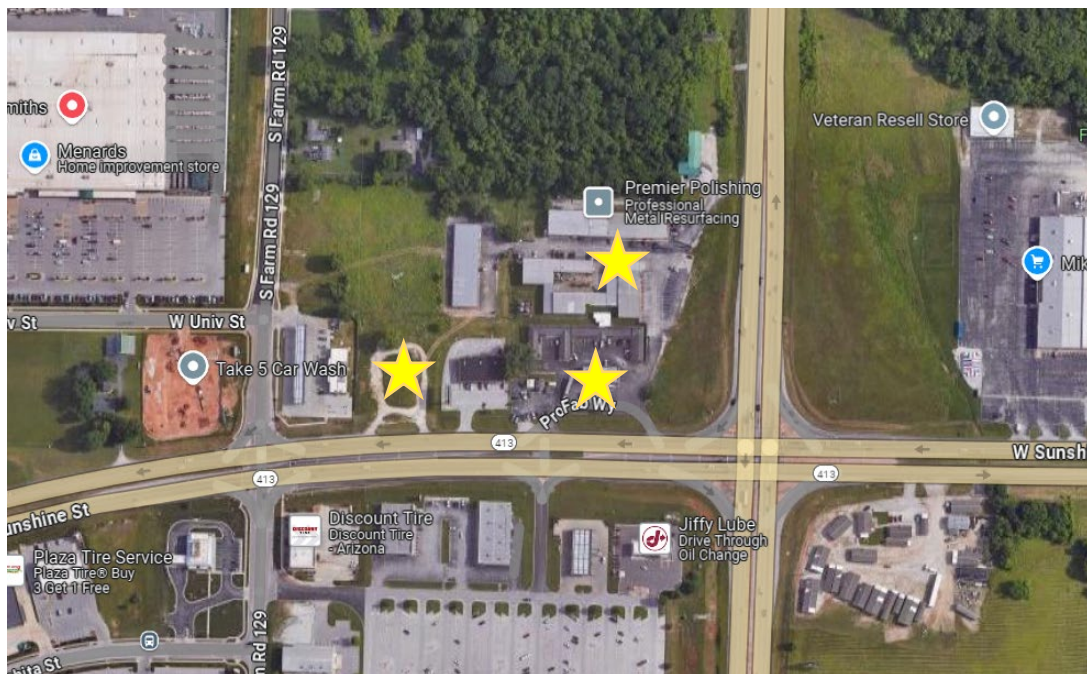
Location: 3146, 3166 and 3250 W Battlefield



DEVELOPMENT REVIEW STAFF REPORT



Location: 3501, 3533, 3535 and 3601 W Sunshine and 1739 and 1747 S West Bypass



DEVELOPMENT REVIEW STAFF REPORT



PROPERTY HISTORY:

The subject properties are outside the city limits in unincorporated Greene County. The properties have existing Irrevocable Petition and Consent to Annexation Agreements recorded and are compact and contiguous to the existing city limits. The City is moving forward with the annexation of the properties into the city of Springfield. The subject properties will be rezoned to city zoning in a separate process following annexation.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The subject properties, except for one area, are located within a Priority One strategic annexation area identified in Chapter 6, Growth Areas and Annexation, of the Forward SGF Comprehensive Plan. The Plan indicates that the City should prioritize short-term and long-term areas for future annexation. While not every property identified in Priority One and Two areas can or should be annexed immediately, each represent areas where opportunities for economic and job growth are promising due to varying combinations of available infrastructure, city services, proximity to major transportation corridors, and advantageous land patterns and As outlined above, some of these areas offer advantages over others, such as shorter response times for emergency services and lower utility costs and taxes. Short-term annexation areas target business development and job growth, while long-term annexation areas are primarily focused on residential growth. The properties on East State Highway D are not located within a

DEVELOPMENT REVIEW STAFF REPORT

Priority One area, however they are located along a major corridor and entryway into the city and within an area of additional economic growth opportunity.

The properties included in this request are located within the City Corridor placetype as identified in Forward SGF. City Corridors contribute significantly to Springfield's economy and local tax base with a regional customer draw. City corridors are also locations of significant redevelopment opportunity.

Annexation Considerations

The following strategies help to further guide the prioritization of annexations:

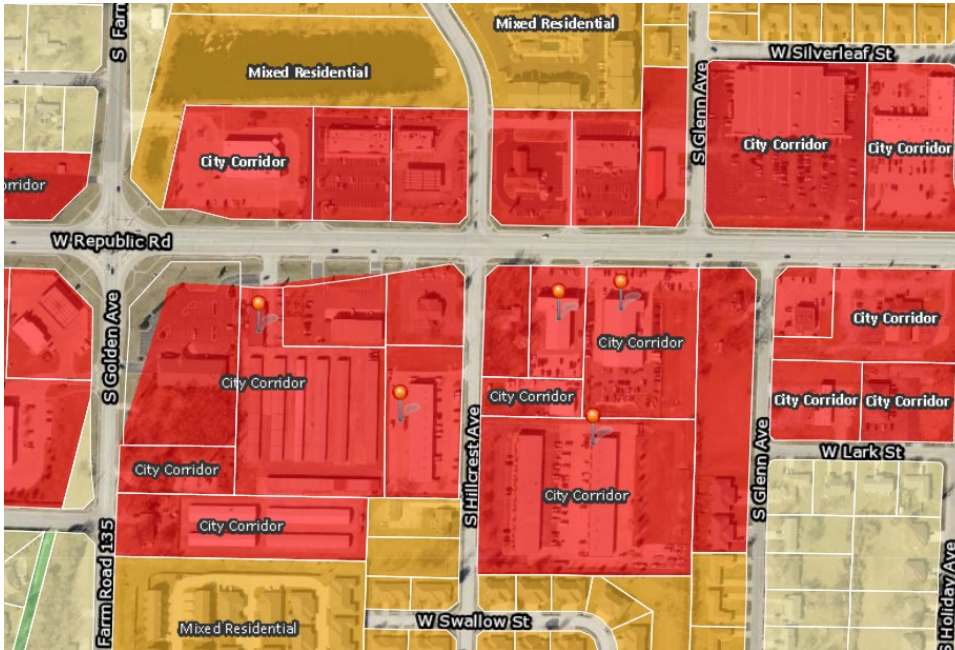
1. The City should prioritize annexation of City, City Utilities, Park Board, and Ozark Greenways-owned properties.
2. The City should prioritize annexation of properties with an "Irrevocable Petition and Consent to Annexation Agreement" that are revenue-generating and located along major corridors and areas of potential economic activity.
3. The City should evaluate annexation proposals on a property-by-property or case-by-case basis but work to coordinate annexation of multiple properties simultaneously, when possible, to maximize the time and cost efficiency involved in processing.
4. The City should engage with area Fire Protection Districts in evaluation of potential impact resulting from annexation of property by the City.
5. The City should be conscious of impractical boundary configurations created when annexing properties on only one side of a street, skipping over properties, or creating islands of unincorporated properties.
6. The City should weigh the anticipated impact of annexation on the ability to provide timely and professional emergency services, including personnel requirements, capital requirements, necessary and available infrastructure, call volume, and standards of cover.
7. The City should evaluate the age and condition of existing infrastructure in areas desired for annexation, as well as future maintenance costs.
8. The City should weigh the comprehensive advantages of both long-term revenue growth and population growth, including a variety of demographic considerations associated with providing services to new residents and property owners.
9. The City should weigh the fiscal impacts of annexation against the opportunity to grow the population base, increase resident participation in city elections, tax referendums, and expand the reach of citizens to serve on city advisory boards and committees.
10. The City should weigh the strategic value of incorporating geographic areas that facilitate growth in new areas.

The properties involved in this annexation all have Irrevocable Petition and Consent to Annexation Agreements that were previously recorded in exchange for the provision of sanitary sewer services to the property.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:

Location: 2916, 2936 and 3040 W Republic Road and 4233 and 4268 S Hillcrest

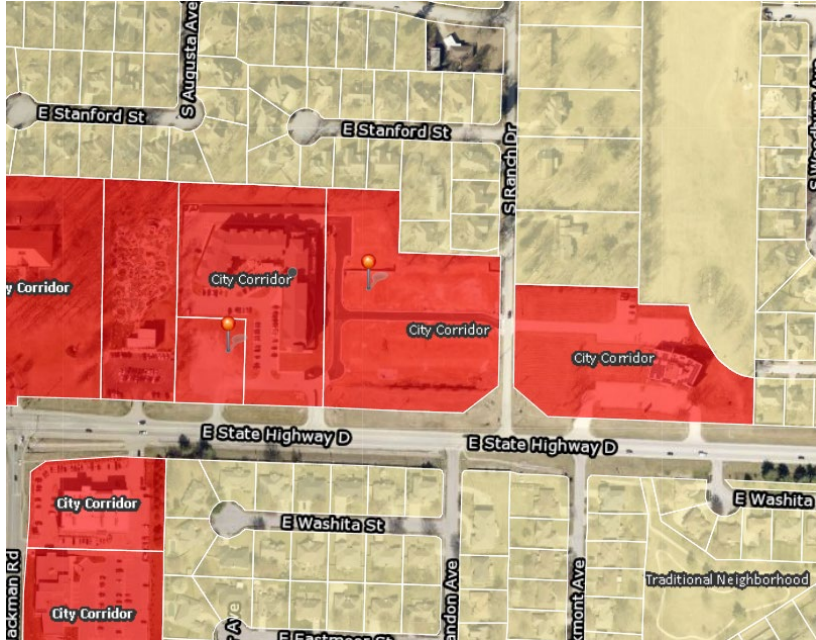


Location: 5601 and 5617 South Campbell Avenue

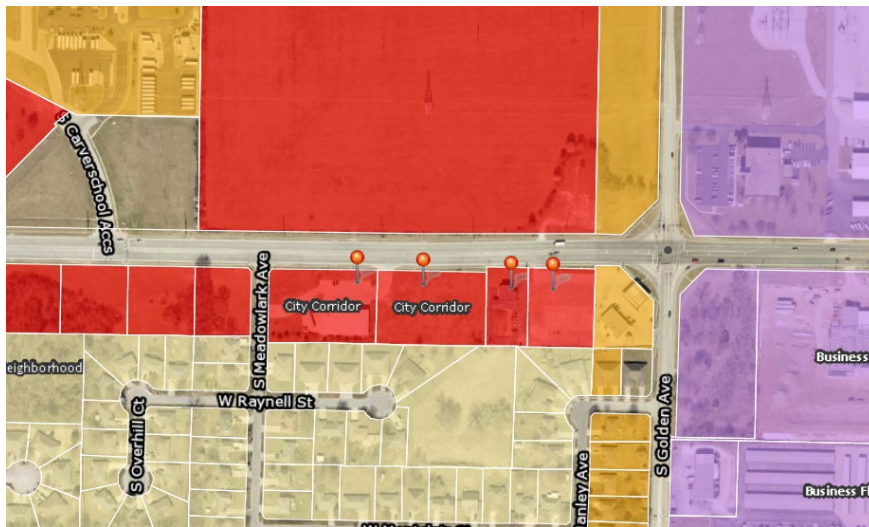


DEVELOPMENT REVIEW STAFF REPORT

Location: north side 3900 block and 3929 E State Highway D

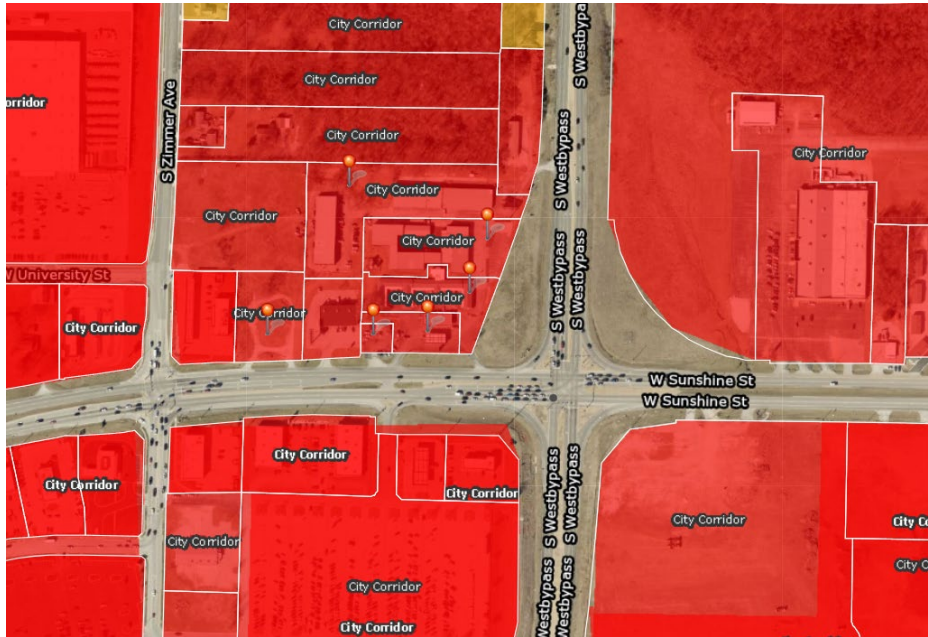


Location: 3126, 3166 and 3250 W Battlefield



DEVELOPMENT REVIEW STAFF REPORT

Location: 3501, 3533, 3535 and 3601 W Sunshine and 1739 and 1747 S West Bypass



DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No comments.

2. CITY UTILITIES:

No issues with the proposed annexations in the E State Highway D, S Campbell and W Sunshine areas. CU Electric/Gas/Water are available to all the properties proposed to be annexed.

The properties in the west Republic Road area include several buildings currently served by Ozark Electric. Pursuant to RSMO 386.800. CU may be required to negotiate with Ozark to expand our electric service territory, or the territory may remain with Ozark. CU Gas/Water is available to the properties indicated, but CU electric is not currently available to 2916 and 2936 W Republic due to Ozark providing the current service.

3. DEPARTMENT OF ENVIRONMENTAL SERVICES CLEAN WATER SERVICES DIVISION:

No objection to the annexation of the West Battlefield area. Each property is in a sewer district although 3166 must have been re-platted at some point after sewer was extended removing sewer access. It is probably connected to sewer, but the manhole is 15' east of the property line. The other addresses all have sewer available.

No Objection to annexation of the East State Highway D area. Each lot has access to sewer and is in an approved sewer district.

DEVELOPMENT REVIEW STAFF REPORT

No objection to annexation of the West Republic area. Each lot has access to public sewer and is in an approved sewer district, except to the south and east portion of A&B Self Storage which is not in a sewer district. The north and west portion of this property is in a sewer district.

No objection to annexation of the South Campbell area. All these parcels have access to public sewer and are in an approved sewer district.

No objection to annexation of the West Sunshine area. Each parcel has access to public sewer. Each parcel is in an approved sewer district except for 3533 W Sunshine.

4. EMERGENCY 911:
No comments.
5. GREENE COUNTY HIGHWAY DEPARTMENT:
No comments.
6. POLICE DEPARTMENT:
No comments.
7. FIRE DEPARTMENT:

Location: 2916, 2936 and 3040 W Republic Road and 4233 and 4268 S Hillcrest

Service – The primary Fire Station responding to this area would be Station #6 located at 2620 W Battlefield, which is approximately 2.1 miles from Hillcrest and Republic Road. Fire Station #8 located at 1405 S Scenic is the secondary station responding to this location, which is 3.8 miles from Hillcrest and Republic Road.

ISO area – The proposed annexation is currently outside the recommended ISO 1.5 mile (ISO diamond) response distance by .5 miles for the 1st due unit. *This could have a minor impact on our ISO rating.*

Response times/Standards of Cover – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 5 minutes, 8 seconds. The 2nd due company has an estimated total response time of 7 minutes, 24 seconds. It is likely the standard of coverage benchmark could be met for single company responses and likely the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. *The department expects that it will meet the initial unit and ERF benchmarks. This will not impact our accreditation.*

DEVELOPMENT REVIEW STAFF REPORT

		Estimated Total Response Time	Benchmark*	Baseline**
1 st Due Company	Station 6	5-6 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Station 13,11,9,8,6,1	7-8 minutes	10 minutes 20 seconds	13 minutes 18 seconds

Water Supply – Existing water supply consists of multiple mains from 8" to 12" diameter in the area and should supply sufficient fire flow. *The Fire Department does not have any concerns with the water supply for this proposed annexation. Future development may require additional water supply for specific projects.*

Impact – The existing businesses do not appear to have increased levels of call volume associated with their use groups. *The Fire Department is not concerned about additional call volume for this area.*

Fire Department Recommendation: *Based upon all of the relevant factors, the Fire Department is supportive of this annexation.*

Location: 5601 and 5617 South Campbell Avenue

Service – The primary Fire Station responding to this area would be Station #11 located at 4940 S Fremont, which is approximately 2.1 miles from the intersection of S Campbell and FR 157. Fire Station #9 located at 450 Walnut Lawn is the secondary station responding to this location, which is 2.9 miles from the intersection of S Campbell and FR 157.

ISO area – The proposed annexation is currently outside the recommended ISO 1.5 mile (ISO diamond) response distance by .7 miles for the 1st due unit. *This could have minor impact on our ISO rating.*

Response times/Standards of Cover – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 5 minutes, 8 seconds. The 2nd due company has an estimated total response time of 6 minutes, 12 seconds. It is likely the standard of coverage benchmark could be met for single company responses and likely the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. *The department expects that it will meet the initial unit and ERF benchmarks. This will not impact our accreditation.*

DEVELOPMENT REVIEW STAFF REPORT

		Estimated Total Response Time	Benchmark*	Baseline**
1 st Due Company	Station 11	5-6 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Station 11,10,9,7,6,1	10-11 minutes	10 minutes 20 seconds	13 minutes 18 seconds

Water Supply – Currently there are 8” and 16” water mains in the area of S Campbell and FR 157 which will provide sufficient fire flow. *The Fire Department does not have any concerns with the water supply for this proposed annexation. Future development will likely require additional water supply for specific projects.*

Impact - The existing businesses do not appear to have increased levels of call volume associated with their use. *The Fire Department is not concerned about additional call volume from this area.*

Fire Department Recommendation: *Based upon all the relevant factors, the Fire Department is supportive of this annexation.*

Location: north side 3900 block and 3929 E State Highway D

Service – The primary Fire Station responding to this area would be Station #12 located at 2455 S Blackman Road, which is approximately 1.2 miles from Ranch and Hwy D. Fire Station #7 located at 2129 E Sunshine is the secondary station responding to this location, which is 2.3 miles from Ranch and Hwy D.

ISO area – The proposed annexation falls within the recommended ISO 1.5 mile (ISO diamond) response distance for the 1st due unit. *This will not impact our ISO rating.*

Response times/Standards of Cover – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 3 minutes, 56 seconds. The 2nd due company has an estimated total response time of 5 minutes, 24 seconds. It is likely the standard of coverage benchmark could be met for single company responses and likely the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. *The department expects that it will meet the initial unit and ERF benchmarks. This will not impact our accreditation. This area is also covered by an auto-aid agreement with Logan-Rogersville Fire Protection District.*

DEVELOPMENT REVIEW STAFF REPORT

		Estimated Total Response Time	Benchmark*	Baseline**
1 st Due Company	Station 12	4-5 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Station 12,10,9,7,3,1	9-10 minutes	10 minutes 20 seconds	13 minutes 18 seconds

Water Supply – Existing water supply consists of multiple mains from 8” to 24” in diameter are in the area and should supply sufficient fire flow. *The Fire Department does have any concerns with the water supply for this proposed annexation. Future development will necessitate specific fire code requirements are met for site specific structures.*

Impact – The area of annexation is currently undeveloped. *The Fire Department is not concerned about additional call volume for this specific area.*

Fire Department Recommendation: *Based upon all the relevant factors, the Fire Department is supportive of this annexation.*

Location: 3501, 3533, 3535 and 3601 W Sunshine and 1739 and 1747 S West Bypass

Service – The primary Fire Station responding to this area would be Station #8 located at 1405 S Scenic, which is approximately 1.6 miles from the southeast corner of the furthest west property. Fire Station #6 located at 2620 W Battlefield is the secondary station responding to this location, which is 3.0 miles from the southeast corner of the further west property.

ISO area – The proposed annexation locations are on either side of the recommended ISO 1.5 mile (ISO diamond) response distance line. *This could have a minor impact on our ISO rating.*

Response times/Standards of Cover – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 4 minutes, 28 seconds. The 2nd due company has an estimated total response time of 6 minutes, 20 seconds. It is likely the standard of coverage benchmark could be met for single company responses and likely the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. *The department expects that it will be able to meet the initial unit baseline and benchmark, and probable it will meet the baseline and benchmark for the effective response force. This will not impact our accreditation.*

DEVELOPMENT REVIEW STAFF REPORT

		Estimated Total Response Time	Benchmark*	Baseline**
1 st Due Company	Station 8	4-5 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Station 13,8,9,6,1	8-10 minutes	10 minutes 20 seconds	13 minutes 18 seconds

Water Supply – Existing water supply consists of multiple mains from 8" to 16" in the area and should supply sufficient fire flow. *The Fire Department does have any concerns with the water supply for this proposed annexation. Future development will necessitate specific fire code requirements are met for site specific structures.*

Impact – A variety of existing businesses are within this area of proposed annexation. None of those businesses present an anticipated high volume of Fire Department responses. *The Fire Department is not concerned about impact from this area.*

Fire Department Recommendation: *Based upon all of the relevant factors, the Fire Department is supportive of this annexation.*

Location: 3146, 3166 and 3250 W Battlefield

Service – The primary Fire Station responding to this area would be Station #6 located at 2620 W Battlefield, which is approximately .75 miles from the northeast corner of the property. Fire Station #8 located at 1405 S Scenic is the secondary station responding to this location, which is 2.6 miles from the northeast corner of the property.

ISO area – The proposed annexation is currently inside the recommended ISO 1.5 mile (ISO diamond) response distance for the 1st due unit. *This will not impact on our ISO rating.*

Response times/Standards of Cover – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 3 minutes, 20 seconds. The 2nd due company has an estimated total response time of 5 minutes, 48 seconds. It is unlikely the standard of coverage benchmark could be met for single company responses and unlikely the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. *The department expects that it will meet the initial unit and ERF benchmarks. This will not impact our accreditation.*

DEVELOPMENT REVIEW STAFF REPORT

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

Water Supply – Currently there are multiple CU water mains in the area ranging from 8” to 12” in diameter that should supply sufficient fire flow. *The Fire Department does not have any concerns with the water supply for this proposed annexation. Future development may require additional water supply for specific projects.*

Impact – The existing businesses do not appear to have increased levels of call volume associated with their use. *The Fire Department is not concerned about additional call volume from this area.*

Fire Department Recommendation: *Based upon all of the relevant factors, the Fire Department is supportive of this annexation.*

8. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

2916, 2936 and 3040 W Republic Road and 4233 and 4268 S Hillcrest

The are some stormwater control measures present on the proposed properties. The property is in the Wilsons Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is not aware of flooding problems in the local or downstream area. The city is not aware of a sinkhole 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.

5601 and 5617 S Campbell

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 will not be allowed, and detention is required.

North side 3900 block and 3929 E. State Highway D

Several existing stormwater control measures are present on the proposed properties. 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

DEVELOPMENT REVIEW STAFF REPORT

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.

3501, 3533, 3535 and 3601 W Sunshine and 1739 and 1747 S West Bypass

The existing properties contain some stormwater control measures, and the majority of the properties drain to the Northwest. The property is in the Wilsons Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is not aware of flooding problems in the local or downstream area. The city is not aware of a sinkhole 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.

3126, 3166 and 3250 W Battlefield

The property is in the Inman 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.

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.
 - a. 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. Each of the identified properties drains to Right-Of-Way. New developments adding significant impervious area through one project, or multiple projects will require detention.

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. All the proposed properties would require an LDP if the entire lot is disturbed.
3. Water Quality Credits are available to use in design for preserved trees and new planted trees. Landscaping and Bufferyards trees required by planning cannot be

DEVELOPMENT REVIEW STAFF REPORT

used for the water quality credits unless it is part of a SCM. Chapter 10, Section 3.1.

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

1. There are no identified sinkholes or karst features on the proposed properties. The 3146-3250 W Battlefield Rd properties drain to the Sinkhole, S133, in the Westminster 5th Add Replat. The sinkhole is used as a partial flood control stormwater control measure. Further developments in the area will need to meet flood control or water quality standards before approval of building permits in the proposed annex area. This sinkhole drains to parcel 881227400370. At time of development the sinkhole boundary will require identification and a 25 foot wide sinkhole buffer would be designed.

ADDITIONAL STORMWATER REQUIREMENTS

1. Stormwater Control Measures are the responsibility of the property owner or property owners' association to maintain, repair, and update unless the agreement is made with the City to operate. Operation and maintenance agreements are required for any permanent stormwater control measures.

9. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

No issues with proposed annexation.

STAFF ANALYSIS AND RECOMMENDATION:

1. In conformance with the recommendations of Forward SGF, the City is moving forward on the annexation of properties that have an existing Irrevocable Petition and Consent to Annexation Agreement recorded. There are 7 properties identified for annexation at this time, all of which are owned by the same property owner that signed the Irrevocable Petition and Consent to Annexation Agreement for the property. The agreements were signed between 2004 and 2017 for the subject properties. All the properties are compact and contiguous to the existing city limits and are located within priority areas for annexation.
2. The total area of annexation for the private property included in this annexation is approximately 21.64 acres. Staff will process a rezoning request to rezone the annexed property to City zoning which most closely resembles the existing Greene County zoning for each property. This request also includes approximately 0.7 acres of right-of-way for South Farm Road 135 adjacent to private property included in this request.

DEVELOPMENT REVIEW STAFF REPORT

3. The *Growth Areas & Annexation* chapter of the *Comprehensive Plan* supports the annexation because it meets the objective to prioritize the annexation of properties with an “Irrevocable Petition and Consent to Annexation Agreement” that are revenue-generating and located along major corridors and areas of potential economic activity.
4. The *Comprehensive Plan’s Land Use & Development* chapter identifies the subject property as being located within the City Corridor placetype. The City Corridor placetype predominantly consists of commercial and service-related development, varying in scale, ranging from standalone businesses to large retail centers. City Corridors contribute significantly to Springfield’s economy and local tax base with a regional customer draw.
5. The area to be annexed is within the City’s Urban Service Area and is consistent with its policies.
6. The area to be annexed is contiguous and compact to the City of Springfield.
7. The City will receive property tax revenue upon annexation of the private property and sales tax revenue.

STAFF RECOMMENDATION:

1. Staff recommends approval of the annexation request based on its compatibility with the *Comprehensive Plan’s* Annexation policies.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1 Annexation Schedule

ANNEXATION:

City Council first reading and public hearingDecember 16, 2024

City Council public hearing and vote January 13, 2025



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Book: 2005
 Page: 006760-05
 3 pages

REAL ESTATE DOCUMENT
 GREENE COUNTY, MISSOURI
 RECORDERS CERTIFICATION

Linda S. Montgomery
 RECORDER OF DEEDS

recsmb

Lincoln-Evans Land Title Company
 File No. 04-G05746

IRREVOCABLE PETITION AND CONSENT TO ANNEXATION

This Irrevocable Petition and Consent to Annexation, made this 10th day of January, 2005.

For and in consideration of the extension of Sanitary Sewer Services, know all persons by these presents that **JUDITH L. COWHERD AND JAMES W. COWHERD, TRUSTEES OF THE JUDITH L. COWHERD LIVING TRUST DATED SEPTEMBER 24, 2004 (GRANTOR)**, (hereinafter "Owner") being owner(s) of all FEE INTEREST in the following described real property, does hereby Irrevocably PETITION AND CONSENT TO Annexation of said property into the **CITY OF SPRINGFIELD, Missouri (GRANTEE)**, P.O. BOX 8368, Springfield, MO. 65802, situated in the County of **GREENE** and State of **Missouri**, to wit:

SEE ATTACHED EXHIBIT "A"

At such time as the SPRINGFIELD CITY COUNCIL may by resolution or ordinance declare that ANNEXATION is in the interest of the CITY OF SPRINGFIELD, owner and owner's heirs, legal representatives, successors and assigns, shall cause this petition to be represented to the governing body of the CITY OF SPRINGFIELD, and do all things necessary to cause such property to be annexed into the CITY.

Any objection to such annexation filed by the owner, by any succeeding property owner, or by any occupant or resident of the property, shall relieve the CITY of any obligation to provide further sewer services to the property, and the CITY may thereafter, upon reasonable notice, terminate sewer service and disconnect the property from the CITY OF SPRINGFIELD sanitary sewer system.

Failure to consummate annexation at any time during the term of the IRREVOCABLE PETITION AND CONSENT TO ANNEXATION shall not cause this petition and consent to lapse and the same shall continue in full force and effect until such time as annexation is fully and lawfully consummated.

In event of any breach or default by the OWNER, this IRREVOCABLE PETITION AND CONSENT TO ANNEXATION shall be enforceable by specific performance and, if litigated, venue shall be proper only in the CIRCUIT COURT OF GREENE COUNTY, and the parties expressly waive any rights to venue inconsistent therewith.

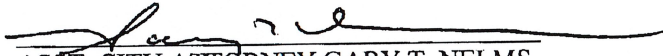
This IRREVOCABLE PETITION AND CONSENT TO ANNEXATION shall be deemed to be a covenant running with the land to succeeding owners shall be deemed to be the petition and consent to

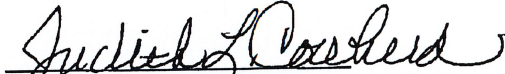
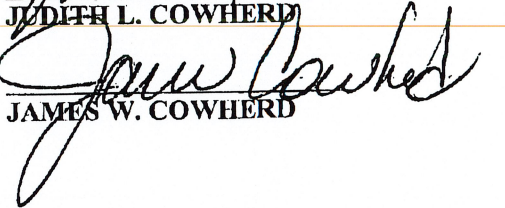


RETURN TO CITY HALL
 RIGHT-OF-WAY SECTION

annexation of succeeding owners, their heirs, legal representatives, successors, and assigns until annexation is fully lawfully consummated as in this instrument provided.

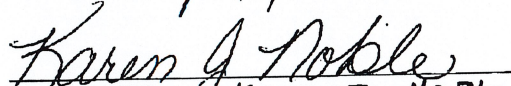
APPROVED AS TO FORM:


ASST. CITY ATTORNEY GARY T. NELMS


JUDITH L. COWHERD

JAMES W. COWHERD

STATE OF MISSOURI)
) ss
COUNTY OF Greene)

On this 10th day of January, 2005 before me, the undersigned, a Notary Public in and for said County and State, personally appeared JUDITH L. COWHERD AND JAMES W. COWHERD to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, and in their capacity as trustee under the provisions of that certain trust agreement dated September 24, 2004. In testimony whereof I have hereunto set my hand and affixed my official seal at my office in Springfield, MO 65807 the year and day first above written.


Notary Public KAREN J. NOBLE

My Term Expires: 2-4-07



KAREN J. NOBLE
Greene County
My Commission Expires
February 4, 2007

EXHIBIT "A"

TRACT I:

All of the West One Hundred Ten (110) feet of the following described tract lying South of Missouri Highway "M", except the South 62.51 feet thereof:

The North One-half (N½) of the East One-half (E½) of the Northwest Quarter (NE¼) of the Northeast Quarter (NE¼), except the East 409.2 feet thereof; also the East One-half (E½) of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼), all in Section Sixteen (16), Township Twenty-eight (28), Range Twenty-two (22), in Greene County, Missouri, except any part used for roads.



034026-16 25 Aug 2016 10:51:32AM



Book: 2016
Page: 034026-16
5 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Christina Spaulding

RECORDER OF DEEDS

reclac

IRREVOCABLE PETITION AND CONSENT TO ANNEXATION

This Irrevocable Petition and Consent to Annexation, made and entered into this 12TH day of August, 2016, by and between Dodson and Williams Automotive, Inc., hereinafter referred to as "**Grantor(s)**," and **The City of Springfield, Missouri**, a Municipal Corporation and duly organized Constitutional Charter City, of the County of Greene, State of Missouri, hereinafter referred to as "**Grantee**." The mailing address of the Grantor(s) is, 502 W. Walnut St., Springfield, MO 65806. The mailing address of the Grantee is City of Springfield, Department of Public Works, 840 Boonville Ave., Springfield, MO 65802.

KNOW ALL PERSONS BY THESE PRESENTS THAT: The Grantor(s), for and in consideration of the provision of sanitary sewer services, being the owner of all of the fee interest in the real property commonly known as 2916 & 2936 W. Republic Road, in Springfield, Greene County, Missouri, and more fully described in the attached **Exhibit A**, which is incorporated herein as if copied verbatim, does hereby irrevocably petition and consent to the future annexation of said property in the corporate limits of the City of Springfield, Missouri, Grantee herein.

At such time as the City Council of the City of Springfield may by resolution or ordinance declare that annexation is in the interest of the City of Springfield, Grantor and Grantor's heirs, legal representatives, successors and assigns, shall cause this petition to be presented to the governing body of the City of Springfield, and do all things necessary to meet the requirements of the State Annexation Statutes to cause such property to be annexed into the City. Provided, however, that annexation of the property will not be effective until such time as sewer service is available to the property.

Any objection to such annexation filed by Grantor(s), by any succeeding property owner(s), or by any occupant or resident of the property, shall relieve the City of any obligation to provide sewer service to the property, and the City may thereafter, upon reasonable notice, terminate sewer service and disconnect

RETURN TO ENVIRONMENTAL SERVICES



the property from the City of Springfield's sanitary sewer system. It is expressly stated and understood by Grantor(s) that but for the execution of this irrevocable consent to annexation and the commitment of Grantor(s) to do all things necessary to complete the annexation at such future date, the City would not extend sewer service to the real estate described in Exhibit A and any objection to annexation shall constitute complete and total failure of consideration for extending sewer service to property outside the City's limits in advance of annexation.

Failure to consummate annexation at any time during the term of this Irrevocable Petition and Consent to Annexation shall not cause this Petition and Consent to lapse and the same shall continue in full force and effect until such time as annexation is fully and lawfully consummated.

In the event of any breach or default by Grantor(s), this Irrevocable Petition and Consent to Annexation shall be enforceable by specific performance and, if litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri, and the parties expressly waive any rights to venue inconsistent therewith.

This Irrevocable Petition and Consent to Annexation shall be deemed to be a covenant running with the land to succeeding owners and shall be deemed to be the Petition and Consent to Annexation of succeeding owners, their heirs, legal representatives, successors, and assigns until annexation is fully lawfully consummated as in this instrument provided.

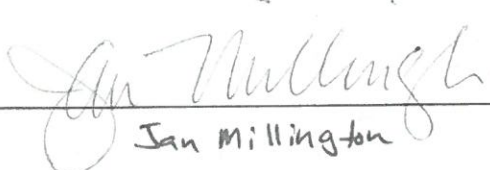
IN WITNESS WHEREOF, the said Grantor(s) has/have hereunto set his/her/their hand(s) 12th day of August, 2016.

GRANTOR(S)



Keith Neal, President
Dodson and Williams Automotive, Inc.

Approved as to form for Grantee by:

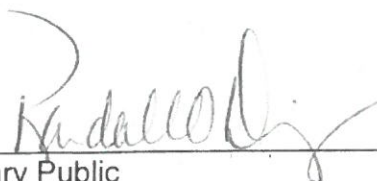

Jan Millington

VERIFICATION AND ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF GREENE)

On this 12TH day of August, 2016, before me personally appeared to me Keith Neal, known to be the person(s) described herein and who executed the Irrevocable Petition and Consent to Annexation, and being duly sworn according to law, deposes and states that he is the President of Dodson and Williams Automotive, Inc. and that they are the owner(s) in fee of the property described herein and the facts set forth in this Irrevocable Petition and Consent to Annexation are true and correct to the best of his/her/their knowledge, information and belief, and acknowledged to me that he/she/they executed same, as his/her/their free act and deed.

Subscribed and sworn to before me, a notary public, this 12TH day of August, 2016.


Notary Public



RANDALL O. DOENNIG
My Commission Expires
June 22, 2019
Greene County
Commission #15421700

After recording, return to:
City of Springfield
Department of Public Works
Attn: Matt Taylor
840 Boonville Ave.
Springfield, MO 65802

EXHIBIT A
PROPERTY DESCRIPTION

TRACT I:

BEGINNING AT THE NORTHWEST CORNER OF TRACT SIXTEEN (16), MICKEY OWEN SUBDIVISION, A RECORDED SUBDIVISION IN GREENE COUNTY, MISSOURI, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF REPUBLIC ROAD (M HIGHWAY); THENCE SOUTH 89°30'35" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 164.90 FEET TO THE NORTHWEST CORNER OF HELEN'S ADDITION, A RECORDED SUBDIVISION IN GREENE COUNTY, MISSOURI; THENCE SOUTH 02°23'39" WEST ALONG THE WEST LINE OF SAID HELEN'S ADDITION A DISTANCE OF 420.63 FEET; THENCE NORTH 88°33'43" WEST A DISTANCE OF 299.00 FEET; THENCE NORTH 02°23'07" EAST A DISTANCE OF 416.64 FEET TO THE SOUTH RIGHT-OF-WAY LINE, OF REPUBLIC ROAD (M HIGHWAY); THENCE SOUTH 89°34'08" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 134.29 FEET TO THE POINT OF BEGINNING, ALL BEING IN GREENE COUNTY, MISSOURI.

LESS AND EXCEPT:

A TRACT OF LAND FOR REPUBLIC ROAD, BEING A PART OF THE GRANTOR'S LAND IN SECTION SIXTEEN (16), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-TWO (22) WEST, IN GREENE COUNTY, MISSOURI AS DESCRIBED IN BOOK 2531, PAGE 2083 AT THE GREENE COUNTY RECORDER'S OFFICE, THE WIDTHS OF SAID TRACT HEREINAFTER DESCRIBED FROM THE SURVEYED CENTERLINE OF REPUBLIC ROAD, THE SURVEYED CENTERLINE OF REPUBLIC ROAD IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE¼) OF SECTION SIXTEEN (16), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-TWO (22) WEST; THENCE SOUTH 01°58'31" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION SIXTEEN (16), A DISTANCE OF 11.94 FEET TO THE NEW CENTER LINE OF REPUBLIC ROAD AT CENTERLINE STATION 40+00 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE SOUTH 88°41'50" EAST, 2694.70 FEET TO CENTER LINE STATION 66+94.70 FEET FOR THE POINT OF TERMINATION, SAID POINT BEING SOUTH 05°14'37" WEST, 12.08 FEET FROM THE NORTHEAST CORNER OF SAID SECTION SIXTEEN (16). THE WIDTHS OF THE TRACT OF LAND HEREIN CONVEYED ON THE RIGHT OR SOUTHERLY SIDE OF THE ABOVE-DESCRIBED CENTERLINE ARE AS FOLLOWS: BEGINNING WITH A WIDTH OF 50.00 FEET AT STATION 52+41.75 AT THE WEST LINE OF GRANTOR'S LAND, MAINTAINING A WIDTH OF 50.00 FEET TO STATION 66+13.98 AT THE EAST LINE OF GRANTOR'S LAND. ALSO A PERPETUAL UTILITY EASEMENT 15 FEET IN WIDTH LYING SOUTH OF, PARALLEL WITH, AND ADJOINING THE ABOVE-DESCRIBED TRACT, THE SIDE LINES OF SAID UTILITY EASEMENT EXTENDING TO THE EAST AND WEST LINES OF GRANTOR'S LAND.

TRACT II:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY "M", 134.2 FEET WEST OF THE EAST LINE OF THE EAST HALF (E½) OF THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION SIXTEEN (16), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-TWO (22); THENCE SOUTH 320 FEET; THENCE WEST 141 FEET; THENCE NORTH 310.8 FEET TO THE SOUTH LINE OF HIGHWAY "M"; THENCE EASTERLY TO BEGINNING, IN GREENE COUNTY, MISSOURI.

MAPPED

BY PLANNING DEPARTMENT

SEE MICHAEL SPARLIN



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14 OCT 2004 04:03:44pm



Book: 2004
Page: 056976-04
4 pages

recslh

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Linda L. Montgomery
RECORDER OF DEEDS

Lincoln-Evans Land Title Company
File No. 04-G05506

IRREVOCABLE PETITION AND CONSENT TO ANNEXATION

This Irrevocable Petition and Consent to Annexation, made this 7 day of Oct, 2004.

For and in consideration of the extension of Sanitary Sewer Services, know all persons by these presents that **HORIZON PROPERTIES, LLC (GRANTOR)**, (hereinafter "Owner") being owner(s) of all FEE INTEREST in the following described real property, does hereby Irrevocably PETITION AND CONSENT TO Annexation of said property into the **CITY OF SPRINGFIELD, Missouri (GRANTEE)**, P.O. BOX 8368, Springfield, MO. 65802, situated in the County of **GREENE** and State of **Missouri**, to wit:

SEE ATTACHED EXHIBIT "A"

At such time as the SPRINGFIELD CITY COUNCIL may by resolution or ordinance declare that ANNEXATION is in the interest of the CITY OF SPRINGFIELD, owner and owner's heirs, legal representatives, successors and assigns, shall cause this petition to be represented to the governing body of the CITY OF SPRINGFIELD, and do all things necessary to cause such property to be annexed into the CITY.

Any objection to such annexation filed by the owner, by any succeeding property owner, or by any occupant or resident of the property, shall relieve the CITY of any obligation to provide further sewer services to the property, and the CITY may thereafter, upon reasonable notice, terminate sewer service and disconnect the property from the CITY OF SPRINGFIELD sanitary sewer system.

Failure to consummate annexation at any time during the term of the IRREVOCABLE PETITION AND CONSENT TO ANNEXATION shall not cause this petition and consent to lapse and the same shall continue in full force and effect until such time as annexation is fully and lawfully consummated.

In event of any breach or default by the OWNER, this IRREVOCABLE PETITION AND CONSENT TO ANNEXATION shall be enforceable by specific performance and, if litigated, venue shall be proper only in the CIRCUIT COURT OF GREENE COUNTY, and the parties expressly waive any rights to venue inconsistent therewith.

This IRREVOCABLE PETITION AND CONSENT TO ANNEXATION shall be deemed to be a covenant running with the land to succeeding owners shall be deemed to be the petition and consent to



**RETURN TO CITY HALL
RIGHT-OF-WAY SEC**

annexation of succeeding owners, their heirs, legal representatives, successors, and assigns until annexation is fully lawfully consummated as in this instrument provided.

APPROVED AS TO FORM:

[Signature]
ASST. CITY ATTORNEY GARY T. NELMS

HORIZON PROPERTIES, LLC

[Signature]
BY Paul White

[Signature]
BY Deanna Fleck

Just notarizing for Paul White & Deanna Fleck

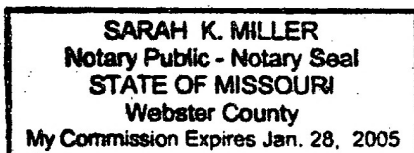
STATE OF MISSOURI)
COUNTY OF McGreene) SS

On this 7 day of Oct, 2004, before me, appeared Paul White & Deanna Fleck, to me personally known, who being by me duly sworn, did say that he/she is the manager of **HORIZON PROPERTIES, LLC**, a Limited Liability Company, and that said instrument was signed on behalf of said Limited Liability Company, and said manager acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Springfield, Missouri, the day and year last above written.

[Signature]
Notary Public

My Term Expires: 1/28/05



STATE OF MISSOURI

COUNTY OF _____

)
) ss
)

On this _____ day of _____, 20____, before me, appeared _____, to
me personally known, who being by me duly sworn, did say that he/she is the
_____ of **HORIZON PROPERTIES, LLC**, a Limited Liability
Company, and that said instrument was signed on behalf of said Limited Liability Company, and said
_____ acknowledged said instrument to be the free act and deed of said Limited
Liability Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in
_____, Missouri, the day and year last above written.

Notary Public

My Term Expires: _____

EXHIBIT "A"

Commencing at the Northwest corner of Tract 16, Mickey Owen Subdivision, a recorded subdivision in Greene County, Missouri, said point being on the South right-of-way line of Republic Road (M Highway); thence S89°30'35"E along said right-of-way line, a distance of 164.90 feet to the Northwest corner of Helen's Addition, a recorded subdivision in Greene County, Missouri; thence S02°23'39"W along the West line of said Helen's Addition a distance of 420.63 feet for a point of beginning; thence Continuing S02°23'39"W, along said West line, a distance of 396.53 feet to the Northeast corner of Sydney Place Subdivision, as recorded in Greene County, Missouri; thence N89°09'40"W along said North line of Sydney Place Subdivision, a distance of 554.28 feet to the East right-of-way line of Hilcrest Avenue; thence N02°26'53"E along said East right-of-way line, a distance of 402.33 feet; thence S88°33'43"E a distance of 553.77 feet to the point of beginning, all being in Greene County, Missouri.



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Book:2017
Page:030802-17
4 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Christina Spaulding

RECORDER OF DEEDS

reclac

IRREVOCABLE PETITION AND CONSENT TO ANNEXATION

This Irrevocable Petition and Consent to Annexation, made and entered into this 10th day of May, 2016, by and between **SOUTHERN BANK** hereinafter referred to as "Grantor(s)," and **The City of Springfield, Missouri**, a Municipal Corporation and duly organized Constitutional Charter City, of the County of Greene, State of Missouri, hereinafter referred to as "Grantee." The mailing address of the Grantor(s) is 4803 S. NATIONAL AVE, STE 100, SPRINGFIELD, MO 65810,

The mailing address of the Grantee is City of Springfield, Department of Public Works, 840 Boonville Ave., Springfield, MO 65810.

KNOW ALL PERSONS BY THESE PRESENTS THAT: The Grantor(s), for and in consideration of the provision of sanitary sewer services, being the owner of all of the fee interest in the real property commonly known as _____

3000 W. Republic Rd Springfield MO 65807
Greene County, Missouri, and more fully described as follows:

THE NORTH ONE-HALF (N½) OF THE EAST ONE-HALF (E½) OF THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼), EXCEPT THE EAST 409.2 FEET THEREOF, GREENE COUNTY, MISSOURI, EXCEPT THAT PART TAKEN OR USED FOR HIGHWAY AND ANY PART USED FOR ROADS.

ALSO, THE EAST ONE-HALF (E½) OF THE NORTHWEST QUARTER (NW¼) OF THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼), ALL IN SECTION SIXTEEN (16), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-TWO (22), EXCEPT THAT PART DEEDED TO GREENE COUNTY, MISSOURI BY WARRANTY DEED FILED IN BOOK 2009, AT PAGE 033384-09, RECORDER OF DEEDS, GREENE COUNTY, MISSOURI, AND EXCEPT THAT PART TAKEN OR USED FOR HIGHWAY AND ANY PART USED FOR ROADS

AND

Exhibit B - Location Map

does hereby irrevocably petition and consent to the future annexation of said property in the corporate limits of the City of Springfield, Missouri, Grantee herein.



RETURN TO CITY HALL
RIGHT-OF-WAY SECTION

At such time as the City Council of the City of Springfield may by resolution or ordinance declare that annexation is in the interest of the City of Springfield, Grantor and Grantor's heirs, legal representatives, successors and assigns, shall cause this petition to be presented to the governing body of the City of Springfield, and do all things necessary to meet the requirements of the State Annexation Statutes to cause such property to be annexed into the City. Provided, however, that annexation of the property will not be effective until such time as sewer service is available to the property.

Any objection to such annexation filed by Grantor(s), by any succeeding property owner(s), or by any occupant or resident of the property, shall relieve the City of any obligation to provide sewer service to the property, and the City may thereafter, upon reasonable notice, terminate sewer service and disconnect the property from the City of Springfield's sanitary sewer system. It is expressly stated and understood by Grantor(s) that but for the execution of this irrevocable consent to annexation and the commitment of Grantor(s) to do all things necessary to complete the annexation at such future date, the City would not extend sewer service to the real estate described in Exhibit A and any objection to annexation shall constitute complete and total failure of consideration for extending sewer service to property outside the City's limits in advance of annexation.

Failure to consummate annexation at any time during the term of this Irrevocable Petition and Consent to Annexation shall not cause this Petition and Consent to lapse and the same shall continue in full force and effect until such time as annexation is fully and lawfully consummated.

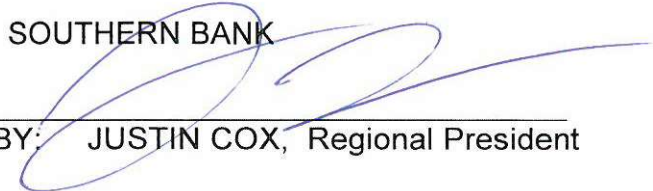
In the event of any breach or default by Grantor(s), this Irrevocable Petition and Consent to Annexation shall be enforceable by specific performance and, if litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri, and the parties expressly waive any rights to venue inconsistent therewith.

This Irrevocable Petition and Consent to Annexation shall be deemed to be a covenant running with the land to succeeding owners and shall be deemed to be the Petition and Consent to Annexation of succeeding owners, their heirs, legal representatives, successors, and assigns until annexation is fully lawfully consummated as in this instrument provided.

IN WITNESS WHEREOF, the said Grantor(s) has/have hereunto set his/her/their hand(s) 10th day of May, 2016.

GRANTOR(S)

SOUTHERN BANK

BY:  JUSTIN COX, Regional President

Approved as to form for Grantee by:

Justin Cox
(Printed Name)

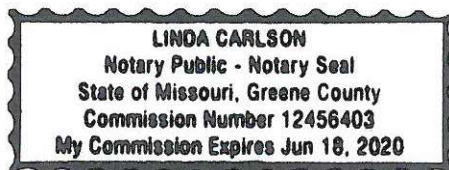
VERIFICATION AND ACKNOWLEDGMENT

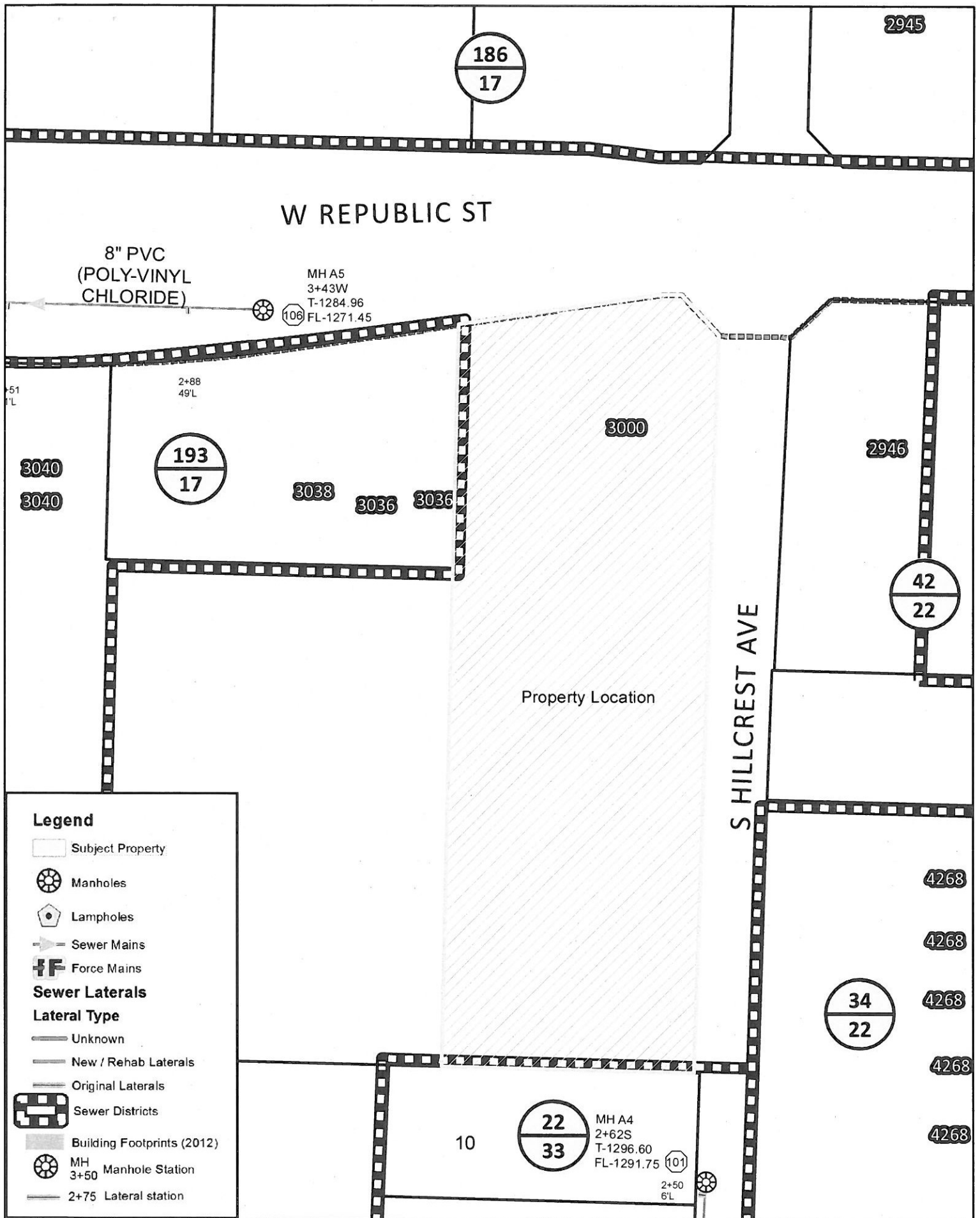
STATE OF MISSOURI)
COUNTY OF GREENE)

On this 25th day of July, 2017, before me personally appeared JUSTIN COX, to me known personally known, who being duly sworn, did say that HE is Regional President of SOUTHERN BANK and who executed the Irrevocable Petition and Consent to Annexation, and being duly sworn according to law, deposes and states the facts set forth in this Irrevocable Petition and Consent to Annexation are true and correct to the best of his knowledge, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and JUSTIN COX acknowledged said instrument to be the free act and deed of said corporation.

Subscribed and sworn to before me, a notary public, this 25th day of July, 2017.

Linda Carlson
Linda Carlson Notary Public





Environmental Services

SEWER INFORMATION Date: 7/31/2017

1 inch = 94 feet

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 timeliness 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
ENVIRONMENTAL SERVICES



MAPPED

BY PLANNING DEPARTMENT
SEE MICHAEL SPARLIN

TRANSMITTAL

From the Desk of Keith Francis
Tel: 417-864-1988

To: Mr. Gary Nelms, Assistant City Attorney

From: Keith A. Francis, P.E.

Date: June 1, 2000

Subject: Aqua Sports
Investors United (Don Peterson), Owner/Developer
Dist 13 of Sect 23
0PW4765

For Your

☐ review/comment ☐ approval ☐ your use ☐ record ☐ information

Item	Description
1	Consent to Annexation
1	" " Returned 6/14/00 to Keith

REMARKS:

Please feel free to contact me should you have any questions, comments or desire additional information.

By: Keith A. Francis
Keith A. Francis, P.E.

DEPARTMENT OF PUBLIC WORKS
840 Boonville Avenue, P.O. Box 8368 Springfield, Missouri 65801-8368
phone: (417) 864-1900
homepage: springfield.missouri.org/gov e-mail: city@ci.springfield.mo.us

IRREVOCABLE PETITION AND CONSENT TO ANNEXATION

This Irrevocable Petition and Consent to Annexation, made this 30th day of May, 2000.

For and in consideration of the extension of Sanitary Sewer Services, know all persons by these presents that **INVESTORS UNITED, INC.**, (hereinafter "Owner") being owner(s) of all FEE INTEREST in the following described real property, does hereby IRREVOCABLY PETITION AND CONSENT TO ANNEXATION of said property into the CITY OF SPRINGFIELD, MISSOURI.

SEE ATTACHED LEGAL DESCRIPTION

At such time as the SPRINGFIELD CITY COUNCIL may by resolution or ordinance declare that ANNEXATION is in the interest of the CITY OF SPRINGFIELD, owner and owner's heirs, legal representatives, successors and assigns, shall cause this petition to be represented to the governing body of the CITY OF SPRINGFIELD, and do all things necessary to cause such property to be annexed into the CITY.

Any objection to such annexation filed by the owner, by any succeeding property owner, or by any occupant or resident of the property, shall relieve the CITY of any obligation to provide further sewer services to the property, and the CITY may thereafter, upon reasonable notice, terminate sewer service and disconnect the property from the CITY OF SPRINGFIELD sanitary sewer system.

Failure to consummate annexation at any time during the term of the IRREVOCABLE PETITION AND CONSENT TO ANNEXATION shall not cause this petition and consent to lapse and the same shall continue in full force and effect until such time as annexation is fully and lawfully consummated.

In event of any breach or default by the OWNER, this IRREVOCABLE PETITION AND CONSENT TO ANNEXATION shall be enforceable by specific performance and, if litigated, venue shall be proper only in the CIRCUIT COURT OF GREENE COUNTY, and the parties expressly waive any rights to venue inconsistent therewith.

This IRREVOCABLE PETITION AND CONSENT TO ANNEXATION shall be deemed to be a covenant running with the land to succeeding owners shall be deemed to be the petition and consent to annexation of succeeding owners, their heirs, legal representatives, successors, and assigns until annexation is fully lawfully consummated as in this instrument provided.

BY: Don Peterson

APPROVED AS TO FORM:

TITLE: President

Samuel
ASST. CITY ATTORNEY

STATE OF MISSOURI)

) SS.

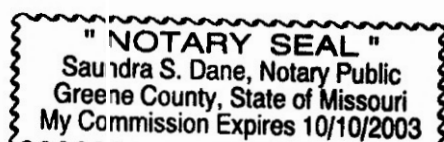
ON THIS 30th DAY OF May

GREENE COUNTY)

BEFORE ME PERSONALLY APPEARED DON PETERSON, TO ME PERSONALLY KNOWN WHO BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE PRESIDENT OF Investors United Inc.

A CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND SAID Don Peterson

President ACKNOWLEDGED THAT SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN Springfield, Mo., THE DAY AND YEAR FIRST ABOVE WRITTEN.



MY COMMISSION EXPIRES: 10/10/03

Sandra S. Dane
NOTARY PUBLIC

Sanitary Sewer District 13 of Section 23
Don Peterson, Owner
AquaSports
File No. 0PW4765

THAT CERTAIN PARCEL OR TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 28 NORTH, RANGE 22 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT AN EXISTING IRON PIN AT THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE N02°07'59"E, ALONG THE EAST LINE OF SAID SECTION 23, A DISTANCE OF 1039.15 FEET;
THENCE N87°52'01"W, 39.55 FEET TO AN EXISTING IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #160 FOR A POINT OF BEGINNING;
THENCE, N88°38'44"W, 620.23 FEET TO AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF LOT 14, RIVERBREEZE, A RECORDED SUBDIVISION IN GREENE COUNTY, MISSOURI;
THENCE, N88°39'59"W, 609.51 FEET TO AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF LOT 20, IN SAID RIVERBREEZE;
THENCE, N02°08'42"E, ALONG THE EAST LINE OF BROOKSIDE 3RD ADDITION, A RECORDED SUBDIVISION IN GREENE COUNTY, MISSOURI, 199.97 FEET TO AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF LOT 33 IN SAID BROOKSIDE 3RD ADDITION;
THENCE, N88°41'45"W, ALONG THE NORTH LINE OF SAID BROOKSIDE 3RD ADDITION, 66.31 FEET TO AN EXISTING IRON PIN;
THENCE, N02°13'01"E, 165.05 FEET TO AN EXISTING IRON PIN;
THENCE S88°39'32"E, 1310.80 FEET TO AN EXISTING IRON PIN ON SAID WEST RIGHT-OF-WAY;
THENCE, S07°14'21"W, ALONG SAID WEST RIGHT-OF-WAY LINE, 163.16 FEET TO AN EXISTING RIGHT-OF-WAY MARKER;
THENCE, S02°18'15"W, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE 202.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 461,039 SQ. FT. (10.53 ACRES MORE OR LESS)

Sanitary Sewer District 13 of Section 23
 Don Peterson, Owner
 AquaSports
 File No. 0PW4765

THAT CERTAIN PARCEL OR TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 28 NORTH, RANGE 22 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT AN EXISTING IRON PIN AT THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE N02°07'59"E, ALONG THE EAST LINE OF SAID SECTION 23, A DISTANCE OF 1039.15 FEET;
 THENCE N87°52'01"W, 39.55 FEET TO AN EXISTING IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #160 FOR A POINT OF BEGINNING;
 THENCE, N88°38'44"W, 620.23 FEET TO AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF LOT 14, RIVERBREEZE, A RECORDED SUBDIVISION IN GREENE COUNTY, MISSOURI;
 THENCE, N88°39'59"W, 609.51 FEET TO AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF LOT 20, IN SAID RIVERBREEZE;
 THENCE, N02°08'42"E, ALONG THE EAST LINE OF BROOKSIDE 3RD ADDITION, A RECORDED SUBDIVISION IN GREENE COUNTY, MISSOURI, 199.97 FEET TO AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF LOT 33 IN SAID BROOKSIDE 3RD ADDITION;
 THENCE, N88°41'45"W, ALONG THE NORTH LINE OF SAID BROOKSIDE 3RD ADDITION, 66.31 FEET TO AN EXISTING IRON PIN;
 THENCE, N02°13'01"E, 165.05 FEET TO AN EXISTING IRON PIN;
 THENCE S88°39'32"E, 1310.80 FEET TO AN EXISTING IRON PIN ON SAID WEST RIGHT-OF-WAY;
 THENCE, S07°14'21"W, ALONG SAID WEST RIGHT-OF-WAY LINE, 163.16 FEET TO AN EXISTING RIGHT-OF-WAY MARKER;
 THENCE, S02°18'15"W, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE 202.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 461,039 SQ. FT. (10.58 ACRES MORE OR LESS)



RECORDER OF DEEDS
Heidi Montgomery
 00 JUN 2 AM 11 27

STATE OF MISSOURI
 COUNTY OF GREENE
 RECORDER'S CERTIFICATION
 BOOK 248 PAGE 1428

021742

TITLE SEARCH

File Number: **00-05-04**

SCHEDULE A

1. Effective Date **April 26, 2000** at **8:00 a.m.**

2. Policy or Policies to be issued: **NONE**

Proposed Lender:

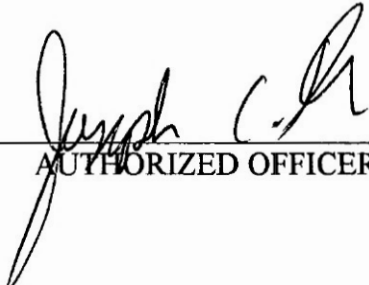
3. The estate or interest in the land described or referred to in this report and shown herein is **FEE SIMPLE** and is at the effective date hereof vested in:

INVESTORS UNITED, INC.

4. The land referred to in this report is situated in the County of Greene, State of Missouri, and described as follows:

See Appendix A for Legal Description

COUNTERSIGNED: _____



AUTHORIZED OFFICER OR AGENT

Schedule A
Commitment
ALTA-LL CMT

SCHEDULE B

MATTERS FOUND OF RECORD AFFECTING SUBJECT PROPERTY:

Taxes for the year 2000 and thereafter, taxes for the year 1999 are marked paid. Tax number 88-18-23-400-133; Valuation \$286730.00; Tax amount \$14450.19.

Highway Easement/Right-of-way granted to State Highway Commission of Missouri, as shown in Book 1328, Page 396.

Assignment of Rents from INVESTORS UNITED, INC., dated September 7, 1993 recorded September 8, 1993, in Book 2275, Page 710, Recorder's Office, Greene County, Missouri, in favor of Boatmen's Bank of Southern Missouri, securing a promissory note in the amount of \$211,418.00.

Deed of Trust from INVESTORS UNITED, INC., dated March 15, 1994 recorded March 18, 1994, in Book 2312, Page 1321, Recorder's Office, Greene County, Missouri, in favor of Boatmen's Bank of Southern Missouri, securing a promissory note in the amount of \$573,417.80. Trustee: Debra M. Shantz.

This Commitment/Report is being issued for the purpose of information only, requirements will be made and additional fees will be charged to issue a policy.

SCHEDULE B

Commitment

ALTA-LT, CM1



016574-16 04 May 2016 09:12:44AM



Book: 2016
Page: 016574-16
6 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Christina Spaulding

RECORDER OF DEEDS

reclac

IRREVOCABLE PETITION AND CONSENT TO ANNEXATION

This Irrevocable Petition and Consent to Annexation, made and entered into this 30th day of March, 2016, by and between David R. Pavlin and Russell Pavlin, husband and wife, and Brian Pavlin and Stacey Pavlin, husband and wife, hereinafter referred to as "**Grantor(s)**," and **The City of Springfield, Missouri**, a Municipal Corporation and duly organized Constitutional Charter City, of the County of Greene, State of Missouri, hereinafter referred to as "**Grantee**." The mailing address of the Grantor(s) is, 999 W. Valley Way, Springfield, MO 65810. The mailing address of the Grantee is City of Springfield, Department of Public Works, 840 Boonville Ave., Springfield, MO 65802.

KNOW ALL PERSONS BY THESE PRESENTS THAT: The Grantor(s), for and in consideration of the provision of sanitary sewer services, being the owner of all of the fee interest in the real property commonly known as 3929 E. State Highway D, in Springfield, Greene County, Missouri, and more fully described in the attached **Exhibit A**, which is incorporated herein as if copied verbatim, does hereby irrevocably petition and consent to the future annexation of said property in the corporate limits of the City of Springfield, Missouri, Grantee herein.

At such time as the City Council of the City of Springfield may by resolution or ordinance declare that annexation is in the interest of the City of Springfield, Grantor and Grantor's heirs, legal representatives, successors and assigns, shall cause this petition to be presented to the governing body of the City of Springfield, and do all things necessary to meet the requirements of the State Annexation Statutes to cause such property to be annexed into the City. Provided, however, that annexation of the property will not be effective until such time as sewer service is available to the property.

Any objection to such annexation filed by Grantor(s), by any succeeding property owner(s), or by any occupant or resident of the property, shall relieve the City of any obligation to provide sewer service to the property, and the City may thereafter, upon reasonable notice, terminate sewer service and disconnect the property from the City of Springfield's sanitary sewer system. It is expressly



RETURN TO ENVIRONMENTAL SERVICES

stated and understood by Grantor(s) that but for the execution of this irrevocable consent to annexation and the commitment of Grantor(s) to do all things necessary to complete the annexation at such future date, the City would not extend sewer service to the real estate described in Exhibit A and any objection to annexation shall constitute complete and total failure of consideration for extending sewer service to property outside the City's limits in advance of annexation.

Failure to consummate annexation at any time during the term of this Irrevocable Petition and Consent to Annexation shall not cause this Petition and Consent to lapse and the same shall continue in full force and effect until such time as annexation is fully and lawfully consummated.

In the event of any breach or default by Grantor(s), this Irrevocable Petition and Consent to Annexation shall be enforceable by specific performance and, if litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri, and the parties expressly waive any rights to venue inconsistent therewith.

This Irrevocable Petition and Consent to Annexation shall be deemed to be a covenant running with the land to succeeding owners and shall be deemed to be the Petition and Consent to Annexation of succeeding owners, their heirs, legal representatives, successors, and assigns until annexation is fully lawfully consummated as in this instrument provided.

IN WITNESS WHEREOF, the said Grantor(s) has/have hereunto set his/her/their hand(s) 30th day of March, 2016.

GRANTOR(S)

David R. Pavlin

David R. Pavlin

Russell Pavlin

Russell Pavlin

Approved as to form for Grantee by:

Amanda Callaway

AMANDA CALLAWAY

VERIFICATION AND ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF GREENE)

On this 30th day of March, 2016, before me personally appeared to me David R. Pavlin and Russell Pavlin known to be the person(s) described herein and who executed the Irrevocable Petition and Consent to Annexation, and being duly sworn according to law, deposes and states that they are the owner(s) in fee of the property described herein and the facts set forth in this Irrevocable Petition and Consent to Annexation are true and correct to the best of his/her/their knowledge, information and belief, and acknowledged to me that he/she/they executed same, as his/her/their free act and deed.

Subscribed and sworn to before me, a notary public, this 30th day of March, 2016.

Randall O. Doennig

Notary Public



RANDALL O. DOENNIG
My Commission Expires
June 22, 2019
Greene County
Commission #15421700

GRANTOR(S)

Brian Pavlin

Brian Pavlin

Stacey Pavlin

Stacey Pavlin

VERIFICATION AND ACKNOWLEDGMENT

STATE OF OHIO)
COUNTY OF Hamilton)

On this 18 day of April, 2016, before me personally appeared to me Brian Pavlin and Stacey Pavlin, known to be the person(s) described herein and who executed the Irrevocable Petition and Consent to Annexation, and being duly sworn according to law, deposes and states that they are the owner(s) in fee of the property described herein and the facts set forth in this Irrevocable Petition and Consent to Annexation are true and correct to the best of his/her/their knowledge, information and belief, and acknowledged to me that he/she/they executed same, as his/her/their free act and deed.

Subscribed and sworn to before me, a notary public, this 18 day of April, 2016.

Danielle Holscher
Notary Public



C. DANIELLE HOLSCHER

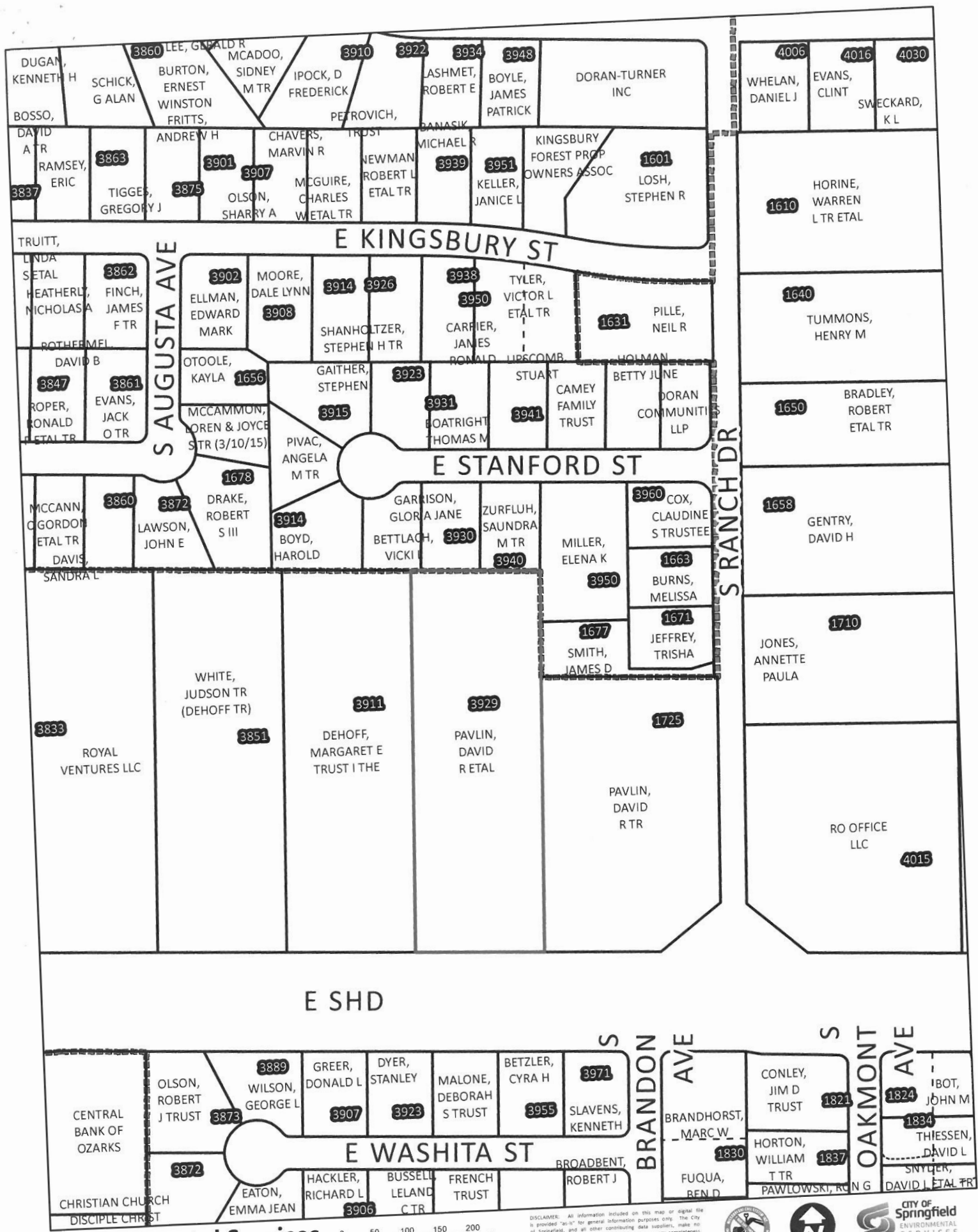
**NOTARY PUBLIC
STATE OF OHIO**

**My Commission Expires
December 10, 2019**

After recording, return to:
City of Springfield
Department of Public Works
Attn: Matt Taylor
840 Boonville Ave.
Springfield, MO 65802

EXHIBIT A

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21), THENCE EAST 822 FEET FOR A POINT OF BEGINNING, THENCE EAST 198 FEET, THENCE NORTH 660 FEET, THENCE WEST 198 FEET, THENCE SOUTH 660 FEET TO THE POINT OF BEGINNING, IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PUPOSES.



Environmental Services

SEWER INFORMATION

Date: 4/26/2016

1 inch = 188 feet

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Book:2016
Page:013303-16
4 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Christina Spaulding

RECORDER OF DEEDS

reclac

IRREVOCABLE PETITION AND CONSENT TO ANNEXATION

This Irrevocable Petition and Consent to Annexation, made and entered into this 31st day of March, 2016, by and between David R. Pavlin and/or Russell D. Pavlin, jointly or individually, as Trustees under the David R. Pavlin Trust dated November 17, 2011, hereinafter referred to as "**Grantor(s)**," and **The City of Springfield, Missouri**, a Municipal Corporation and duly organized Constitutional Charter City, of the County of Greene, State of Missouri, hereinafter referred to as "**Grantee**." The mailing address of the Grantor(s) is, 999 W. Valley Way, Springfield, MO 65810. The mailing address of the Grantee is City of Springfield, Department of Public Works, 840 Boonville Ave., Springfield, MO 65802.

KNOW ALL PERSONS BY THESE PRESENTS THAT: The Grantor(s), for and in consideration of the provision of sanitary sewer services, being the owner of all of the fee interest in the real property commonly known as 1725 S. Ranch Drive, in Springfield, Greene County, Missouri, and more fully described in the attached **Exhibit A**, which is incorporated herein as if copied verbatim, does hereby irrevocably petition and consent to the future annexation of said property in the corporate limits of the City of Springfield, Missouri, Grantee herein.

At such time as the City Council of the City of Springfield may by resolution or ordinance declare that annexation is in the interest of the City of Springfield, Grantor and Grantor's heirs, legal representatives, successors and assigns, shall cause this petition to be presented to the governing body of the City of Springfield, and do all things necessary to meet the requirements of the State Annexation Statutes to cause such property to be annexed into the City. Provided, however, that annexation of the property will not be effective until such time as sewer service is available to the property.

Any objection to such annexation filed by Grantor(s), by any succeeding property owner(s), or by any occupant or resident of the property, shall relieve the City of any obligation to provide sewer service to the property, and the City may thereafter, upon reasonable notice, terminate sewer service and disconnect



RETURN TO ENV. SERVICES, CLEAN WATER DIVISION

Approved as to form for Grantee by:

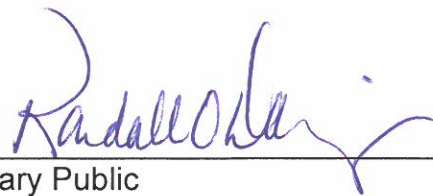

JAN MILLINGTON

VERIFICATION AND ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF GREENE)

On this 31ST day of March, 2016, before me personally appeared to me David R. Pavlin and Ruscell D. Pavlin, known to be the person(s) described herein and who executed the Irrevocable Petition and Consent to Annexation, and being duly sworn according to law, deposes and states that they are the Trustees under the David R. Pavlin Trust dated November 17, 2011, and they are the owner(s) in fee of the property described herein and the facts set forth in this Irrevocable Petition and Consent to Annexation are true and correct to the best of his/her/their knowledge, information and belief, and acknowledged to me that he/she/they executed same, as his/her/their free act and deed.

Subscribed and sworn to before me, a notary public, this 31ST day of March, 2016.


Notary Public



RANDALL O. DOENNIG
My Commission Expires
June 22, 2019
Greene County
Commission #15421700

After recording, return to:
City of Springfield
Department of Public Works
Attn: Matt Taylor
840 Boonville Ave.
Springfield, MO 65802

EXHIBIT A

BEGINNING AT AN IRON PIN SET IN THE WEST LINE OF A NORTH AND SOUTH COUNTY ROAD AS NOW DEDICATED, 467.5 FEET NORTH OF THE NORTHWEST CORNER OF THE INTERSECTION OF HIGHWAY "D" (SUNSHINE ROAD) WITH SAID NORTH AND SOUTH COUNTY ROAD; THENCE RUNNING SOUTH WITH THE WEST LINE OF SAID COUNTY ROAD TO ITS INTERSECTION WITH HIGHWAY "D"; THENCE RUNNING WEST WITH THE NORTH LINE OF HIGHWAY "D", 273.25 FEET TO AN IRON PIN; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID NORTH AND SOUTH COUNTY ROAD, 466.5 FEET TO AN IRON PIN; THENCE EAST PARALLEL WITH THE NORTH LINE OF HIGHWAY "D", 272.06 FEET TO THE POINT OF BEGINNING ALL LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21), IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN, DEEDED OR USED FOR ROADS.



028863-16 22 Jul 2016 10:55:16AM



Book:2016
Page:028863-16
6 pages

recomm

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Stephene Spaulding

RECORDER OF DEEDS

IRREVOCABLE PETITION AND CONSENT TO ANNEXATION

This Irrevocable Petition and Consent to Annexation, made and entered into this 12 day of July, 2016, by and between 70-AL Senior Living, LLC, hereinafter referred to as "**Grantor(s)**," and **The City of Springfield, Missouri**, a Municipal Corporation and duly organized Constitutional Charter City, of the County of Greene, State of Missouri, hereinafter referred to as "**Grantee**." The mailing address of the Grantor(s) is, c/o Miller Commerce, 431 S. Jefferson Ave., Suite 105, Springfield, MO 65806. The mailing address of the Grantee is City of Springfield, Department of Public Works, 840 Boonville Ave., Springfield, MO 65802.

KNOW ALL PERSONS BY THESE PRESENTS THAT: The Grantor(s), for and in consideration of the provision of sanitary sewer services, being the owner of all of the fee interest in the real property commonly known as 3851 E. State Highway D and 3911 E. Sunshine Street, in Springfield, Greene County, Missouri, and more fully described in the attached **Exhibit A**, which is incorporated herein as if copied verbatim, does hereby irrevocably petition and consent to the future annexation of said property in the corporate limits of the City of Springfield, Missouri, Grantee herein.

At such time as the City Council of the City of Springfield may by resolution or ordinance declare that annexation is in the interest of the City of Springfield, Grantor and Grantor's heirs, legal representatives, successors and assigns, shall cause this petition to be presented to the governing body of the City of Springfield, and do all things necessary to meet the requirements of the State Annexation Statutes to cause such property to be annexed into the City. Provided, however, that annexation of the property will not be effective until such time as sewer service is available to the property.

Any objection to such annexation filed by Grantor(s), by any succeeding property owner(s), or by any occupant or resident of the property, shall relieve the City of any obligation to provide sewer service to the property, and the City may thereafter, upon reasonable notice, terminate sewer service and disconnect



RETURN TO ENVIRONMENTAL SERVICES

the property from the City of Springfield's sanitary sewer system. It is expressly stated and understood by Grantor(s) that but for the execution of this irrevocable consent to annexation and the commitment of Grantor(s) to do all things necessary to complete the annexation at such future date, the City would not extend sewer service to the real estate described in Exhibit A and any objection to annexation shall constitute complete and total failure of consideration for extending sewer service to property outside the City's limits in advance of annexation.

Failure to consummate annexation at any time during the term of this Irrevocable Petition and Consent to Annexation shall not cause this Petition and Consent to lapse and the same shall continue in full force and effect until such time as annexation is fully and lawfully consummated.

In the event of any breach or default by Grantor(s), this Irrevocable Petition and Consent to Annexation shall be enforceable by specific performance and, if litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri, and the parties expressly waive any rights to venue inconsistent therewith.

This Irrevocable Petition and Consent to Annexation shall be deemed to be a covenant running with the land to succeeding owners and shall be deemed to be the Petition and Consent to Annexation of succeeding owners, their heirs, legal representatives, successors, and assigns until annexation is fully lawfully consummated as in this instrument provided.

IN WITNESS WHEREOF, the said Grantor(s) has/have hereunto set his/her/their hand(s) 12 day of July, 2016.

GRANTOR(S)

A handwritten signature in black ink, appearing to read 'Matthew E. Miller', is written over a horizontal line. To the right of the signature is a small, handwritten mark that looks like a stylized 'P' or a checkmark.

by Matthew E. Miller, Manager of Miller Commerce Assets, LLC,
Sole Member of 70-AL Senior Living, LLC

Approved as to form for Grantee by:



JAN MILLINGTON

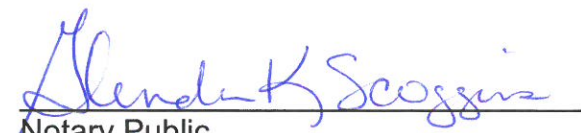
VERIFICATION AND ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF Greene)

On this 12 day of July, 2016, before me personally appeared to me Matthew E. Miller, known to be the person(s) described herein and who executed the Irrevocable Petition and Consent to Annexation, and being duly sworn according to law, deposes and states that he is the Manager of Miller Commerce Assets, LLC, the sole Member of 70-AL Senior Living, LLC, and that it is the owner(s) in fee of the property described herein and the facts set forth in this Irrevocable Petition and Consent to Annexation are true and correct to the best of his/her/their knowledge, information and belief, and acknowledged to me that he/she/they executed same, as his/her/their free act and deed.

Subscribed and sworn to before me, a notary public, this 12 day of July, 2016.





Notary Public
Glenda K. Scoggins

After recording, return to:
City of Springfield
Department of Public Works
Attn: Matt Taylor
840 Boonville Ave.
Springfield, MO 65802

EXHIBIT A

BEGINNING 624 FEET EAST OF THE SOUTH WEST CORNER OF THE COUTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 27, TOWNSHIP 29, RANGE 21, THENCE EAST 198 FEET, THENCE NORTH 660 FEET, THENCE WEST 198 FEET, THENCE SOUTH 660 FEET TO THE PLACE OF BEGINNING, EXCEPT THE ROADWAY OFF THE SOUTH END IN GREENE COUNTY, MISSOURI.

ALSO

EAST 198 FEET WEST 624 FEET SOUTH 660 FEET SOUTHWEST (1/4) SOUTHEAST (1/4) 27-29-21, (EXCEPT SOUTH 45 FEET FOR HIGHWAY), GREENE COUNTY, MISSOURI.

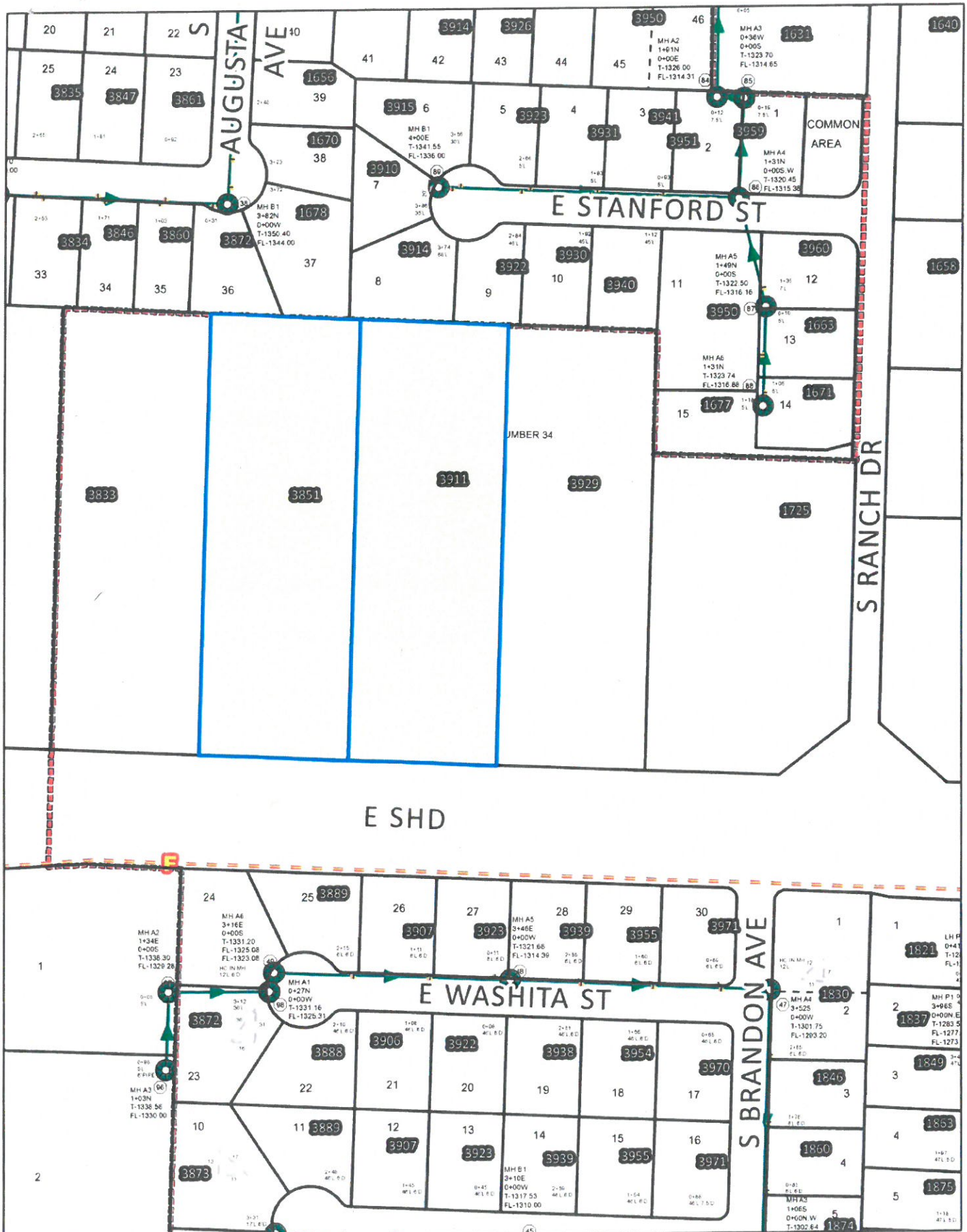
EXHIBIT A

TRACT I:

BEGINNING 624 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENCE EAST 198 FEET; THENCE NORTH 660 FEET; THENCE WEST 198 FEET; THENCE SOUTH 660 FEET TO PLACE OF BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

TRACT II:

ALL OF THE EAST 198 FEET OF THE WEST 624 FEET OF THE SOUTH 660 FEET OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWENTY-NINE (29) RANGE TWENTY-ONE (21), EXCEPT THE SOUTH 45 FEET THEREOF FOR HIGHWAY, ALL IN GREENE COUNTY, MISSOURI.



Environmental Services
SEWER INFORMATION

Date: 7/12/2016

1 inch = 167 feet

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 warranty, 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.





REAL ESTATE DOCUMENT NUMBER

023289-02

26 APR 2002 01:31:50pm

STATE OF MISSOURI
COUNTY OF GREENE
RECORDERS CERTIFICATIONLinda L. Montgomery
RECORDER OF DEEDS

recjkm

IRREVOCABLE PETITION AND CONSENT TO ANNEXATION

This Irrevocable Petition and Consent to Annexation, made this 14th day of April, 2002.

GRANTORS
For and in consideration of the extension of Sanitary Sewer Services, know all persons by these presents that **TONY S. STILL AND ANDREA STILL, HUSBAND AND WIFE, HOLDERS OF AN UNDIVIDED ONE- HALF INTEREST**, (hereinafter "Owner") being part owner(s) of all FEE INTEREST in the following described real property, does hereby IRREVOCABLY PETITION AND CONSENT TO ANNEXATION of said property into the CITY OF SPRINGFIELD, MISSOURI. *GRANTEE P.O. Box 8368, Springfield, Mo. 65802*

SEE ATTACHED LEGAL DESCRIPTION *page 2*

At such time as the SPRINGFIELD CITY COUNCIL may by resolution or ordinance declare that ANNEXATION is in the interest of the CITY OF SPRINGFIELD, owner and owner's heirs, legal representatives, successors and assigns, shall cause this petition to be represented to the governing body of the CITY OF SPRINGFIELD, and do all things necessary to cause such property to be annexed into the CITY.

Any objection to such annexation filed by the owner, by any succeeding property owner, or by any occupant or resident of the property, shall relieve the CITY of any obligation to provide further sewer services to the property, and the CITY may thereafter, upon reasonable notice, terminate sewer service and disconnect the property from the CITY OF SPRINGFIELD sanitary sewer system.

Failure to consummate annexation at any time during the term of the IRREVOCABLE PETITION AND CONSENT TO ANNEXATION shall not cause this petition and consent to lapse and the same shall continue in full force and effect until such time as annexation is fully and lawfully consummated.

In event of any breach or default by the OWNER, this IRREVOCABLE PETITION AND CONSENT TO ANNEXATION shall be enforceable by specific performance and, if litigated, venue shall be proper only in the CIRCUIT COURT OF GREENE COUNTY, and the parties expressly waive any rights to venue inconsistent therewith.

This IRREVOCABLE PETITION AND CONSENT TO ANNEXATION shall be deemed to be a covenant running with the land to succeeding owners shall be deemed to be the petition and consent to annexation of succeeding owners, their heirs, legal representatives, successors, and assigns until annexation is fully lawfully consummated as in this instrument provided.

Tony Still

TONY S. STILL
Andrea Still

ANDREA STILL

APPROVED AS TO FORM:

[Signature]

Asst CITY ATTORNEY
Gary T. Nelms



BK 2935 PG 2019

STATE OF MISSOURI)

) SS.

ON THIS 11th DAY OF April

GREENE COUNTY)

BEFORE ME PERSONALLY APPEARED TONY S. STILL AND ANDREA STILL, HUSBAND AND WIFE, TO ME PERSONALLY KNOWN TO BE THE PERSONS DESCRIBED IN AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE

IN Springfield, MO, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES:

10-1-04

NOTARY PUBLIC

Maria L. DeWitt
Maria L. DeWitt

IRREVOCABLE PETITION AND CONSENT TO ANNEXATION

LEGAL DESCRIPTION

All of Lot Five (5) and Six (6) except the West 400 feet thereof and all of Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15) and all of the South 578.5 feet of Lot Sixteen (16) in Hampden Park, a subdivision in Greene County, Missouri. Except: Beginning at the Southwest corner of Lot Eleven (11) in Hampden Park, a subdivision in Greene County, Missouri; thence North 230 feet; thence East 175 feet; thence South to a point 150 feet South of the North line of Lot Twelve (12); thence East to the East line of said Lot Twelve (12); thence South to the Southeast corner of said Lot Twelve (12); thence West to the point of beginning.

NOTE: Part of Hampden Park Subdivision has been replatted as Colonial Corner Subdivision and further partially replatted as Colonial Corner 1st Addition. This should be reflected in the legal description.

MARIA L. DeWITT
Notary Public - Notary Seal
STATE OF MISSOURI
Christian County
My Commission Expires Oct. 1, 2004



035335-19 07 Oct 2019 02:59:22PM



Book:2019
Page:035335-19
4 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Christina Spaulding

RECORDER OF DEEDS

jackson

IRREVOCABLE PETITION AND CONSENT TO ANNEXATION

This Irrevocable Petition and Consent to Annexation, made and entered into this 9th day of August 2019, by and between **Tony Still AND Doug Still in equal shares as tenants in common**, hereinafter referred to as "**Grantors**," and **The City of Springfield, Missouri**, a Municipal Corporation and duly organized Constitutional Charter City, of the County of Greene, State of Missouri, hereinafter referred to as "**Grantee**." The mailing address of the Grantor(s) is, 1918 E. Meadowmere St., Suite 10, Springfield, MO 65804.

The mailing address of the Grantee is City of Springfield, Department of Public Works, 840 Boonville Ave., Springfield, MO 65802.

KNOW ALL PERSONS BY THESE PRESENTS THAT: The Grantor(s), for and in consideration of the provision of sanitary sewer services, being the owner of all of the fee interest in the real property commonly known as 3601 W. Sunshine St., Springfield, MO, Greene County, Missouri, and more fully described as follows:

All of Lots 9 & 10 in Hampden Park, a subdivision located in Greene County, Missouri, according to the recorded plat thereof.

Exhibit A - Location Map

does hereby irrevocably petition and consent to the future annexation of said property in the corporate limits of the City of Springfield, Missouri, Grantee herein.

At such time as the City Council of the City of Springfield may by resolution or ordinance declare that annexation is in the interest of the City of Springfield, Grantor and Grantor's heirs, legal representatives, successors and assigns, shall cause this petition to be presented to the governing body of the City of Springfield, and do all things necessary to meet the requirements of the State Annexation Statutes to cause such property to be annexed into the City.

Provided, however, that annexation of the property will not be effective until such time as sewer service is available to the property.

RETURN TO CITY HALL
NIGHT-OF-WAY SECTION



Any objection to such annexation filed by Grantor(s) , by any succeeding property owner(s), or by any occupant or resident of the property, shall relieve the City of any obligation to provide sewer service to the property, and the City may thereafter , upon reasonable notice, terminate sewer service and disconnect the property from the City of Springfield's sanitary sewer system. It is expressly stated and understood by Grantor(s) that but for the execution of this irrevocable consent to annexation and the commitment of Grantor(s) to do all things necessary to complete the annexation at such future date, the City would not extend sewer service to the real estate described in Exhibit A and any objection to annexation shall constitute complete and total failure of consideration for extending sewer service to property outside the City's limits in advance of annexation .

Failure to consummate annexation at any time during the term of this Irrevocable Petition and Consent to Annexation shall not cause this Petition and Consent to lapse and the same shall continue in full force and effect until such time as annexation is fully and lawfully consummated.

In the event of any breach or default by Grantor(s), this Irrevocable Petition and Consent to Annexation shall be enforceable by specific performance and, if litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri, and the parties expressly waive any rights to venue inconsistent therewith.

This Irrevocable Petition and Consent to Annexation shall be deemed to be a covenant running with the land to succeeding owners and shall be deemed to be the Petition and Consent to Annexation of succeeding owners, their heirs, legal representatives, successors, and assigns until annexation is fully lawfully consummated as in this instrument provided.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand this 9th day of August 2019.

GRANTORS



(Tony Still)



(Doug Still)

Approved as to form for Grantee by:



(Don Willloh)

VERIFICATION AND ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF GREENE)

On this 9th day of August 2019, before me personally appeared to me known to be the persons described herein and who executed the Irrevocable Petition and Consent to Annexation, and being duly sworn according to law, deposes and states that Tony Still and Doug Still are the owners in fee of the property described herein and the facts set forth in this Irrevocable Petition and Consent to Annexation are true and correct to the best of their knowledge, information and belief, and acknowledged to me that they executed same, as their free act and deed.

Subscribed and sworn to before me, a notary public, this 9th day of August 2019.

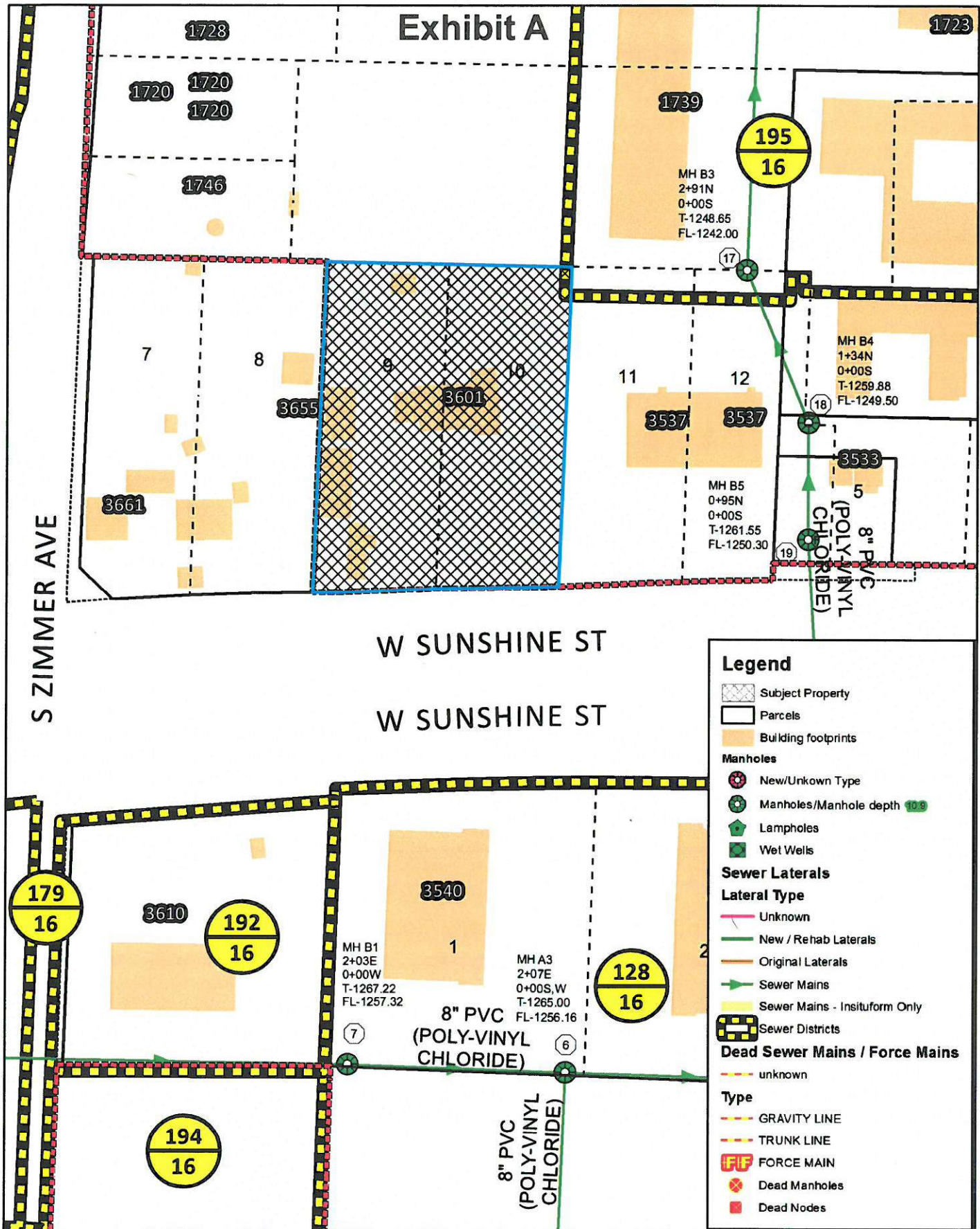


Notary Public, Mollie S. Jessen

My commission expires: May 21, 2023



MOLLIE S. JESSEN
My Commission Expires
May 21, 2023
Christian County
Commission #15408440



Environmental Services
SEWER INFORMATION

0 30 60 90 120 Feet
1 inch = 104 feet

DISCLAIMER: All information included on this map or data 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.



10168

MAPPED

WESTMINSTER 1ST, LOTS 2 & 3

BY PLANNING DEPARTMENT
SEE MICHAEL SPARLINIRREVOCABLE PETITION AND CONSENT TO ANNEXATION

This Irrevocable Petition and Consent to Annexation, made this 28 day of February, 1994.

Know all men by these presents that Julian R. Goodwin, Trustee under Revocable Living Trust Agreement of Julian R. Goodwin, Dated September 8, 1986, being the owner of all fee interest in the following described real property, does hereby irrevocably petition and consent to annexation of said property into the City of Springfield, Missouri.

All of Lots Two (2) and Three (3) of Westminster First Addition, Springfield, Greene County, Missouri.

At such time as the Springfield City Council may by resolution or ordinance declare that annexation is in the interest of the City of Springfield, Julian R. Goodwin, Trustee under Revocable Living Trust Agreement of Julian R. Goodwin, Dated September 8, 1986, its successors and assigns shall cause this petition to be presented to the governing body of the City of Springfield, and do all things necessary to cause such property to be annexed into the City.

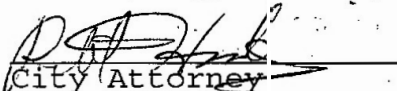
Failure to consummate annexation at any time during the term of this Irrevocable Petition and Consent to Annexation shall not cause this Petition and Consent to lapse and the same shall continue in full force and effect until such time as annexation is fully and lawfully consummated.

In the event of any breach or default by the undersigned, this Irrevocable Petition and Consent to Annexation shall be enforceable by specific performance and, if litigated, venue shall be proper only in the Circuit Court of Greene County, and the parties expressly waive any rights to venue inconsistent therewith.

This Irrevocable Petition and Consent to Annexation shall be deemed to be a covenant running with the land to succeeding owners and shall be deemed to be the Petition and Consent to Annexation of succeeding owners, their heirs, legal representatives, successors, and assigns until annexation is fully lawfully consummated as in this instrument provided.


Julian R. Goodwin

Approved as to form:


City Attorney

RUSSELL HILLER
RECORDING

MAR 15 3 09 PM '94

STATE OF MISSOURI
GREENE COUNTY
FILE FOR RECORD

010168

City Attorney

ACKNOWLEDGMENT OF TRUSTEE OR REVOCABLE LIVING TRUST

STATE OF MISSOURI)
) ss
 COUNTY OF GREENE)

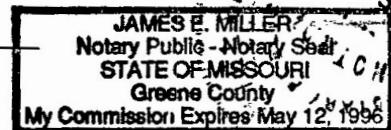
On this 28th day of FEBRUARY, 1994, before me personally appeared Julian R. Goodwin, to me personally known, who, being by me duly sworn did say that he is Trustee under Revocable Living Trust Agreement of Julian R. Goodwin, Dated September 8, 1986, and that said instrument was signed and sealed in behalf of said Trust and said Trustee acknowledged said instrument to be the free act and deed of said Trust.

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

James E. Miller

NOTARY PUBLIC

My term of office expires: May 12, 1996



STATE OF MISSOURI } ss. IN THE RECORDER'S OFFICE
 COUNTY OF GREENE }

I, RUSSELL H. KELLER, Recorder of said County, do hereby certify that the within instrument of writing was on the 15 day of march A.D. 1994 at 3 o'clock 09 minutes P.M. duly filed for record, and is recorded in the records of this office, in Book 2311 Page 2543

IN TESTIMONY WHEREOF, I do hereunto set my hand and affixed my official seal at Springfield, Missouri, this 15 day of march A.D. 1994
Russell H. Keller Recorder
Deputy

RECORDING FEE \$ 8.00
 STATE USER FEE \$ 4.00
 TOTAL \$ 12.00

MAPPED

BY PLANNING DEPARTMENT
SEE MICHAEL SPARLIN



027927-14 13 Aug 2014 11:26:14AM



Book: 2014
Page: 027927-14
4 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Cheryl L. Dawson
RECORDER OF DEEDS

reckgk

IRREVOCABLE PETITION AND CONSENT TO ANNEXATION

This Irrevocable Petition and Consent to Annexation, made and entered into this 30th day of June, 2014, by and between Citizen's Bank of Newburg, a Missouri Banking Corporation, hereinafter referred to as "**Grantor(s)**," and **The City of Springfield, Missouri**, a Municipal Corporation and duly organized Constitutional Charter City, of the County of Greene, State of Missouri, hereinafter referred to as "**Grantee**." The mailing address of the Grantor(s) is, P O Box H, Newburg, MO 65550. The mailing address of the Grantee is City of Springfield, Department of Public Works, 840 Boonville Ave., Springfield, MO 65802.

KNOW ALL PERSONS BY THESE PRESENTS THAT: The Grantor(s), for and in consideration of the provision of sanitary sewer services, being the owner of all of the fee interest in the real property commonly known as a part of Section 4, Township 28 North, Range 22 West, in Springfield, Greene County, Missouri, and more fully described in the attached **Schedule C**, which is incorporated herein as if copied verbatim, does hereby irrevocably petition and consent to the future annexation of said property in the corporate limits of the City of Springfield, Missouri, Grantee herein.

At such time as the City Council of the City of Springfield may by resolution or ordinance declare that annexation is in the interest of the City of Springfield, Grantor and Grantor's heirs, legal representatives, successors and assigns, shall cause this petition to be presented to the governing body of the City of Springfield, and do all things necessary to meet the requirements of the State Annexation Statutes to cause such property to be annexed into the City. Provided, however, that annexation of the property will not be effective until such time as sewer service is available to the property.

Any objection to such annexation filed by Grantor(s), by any succeeding property owner(s), or by any occupant or resident of the property, shall relieve the City of any obligation to provide sewer service to the property, and the City may thereafter, upon reasonable notice, terminate sewer service and disconnect



RETURN TO ENVIRONMENTAL SERVICES ADMIN - RSRB SUB

RETURN TO CITY HALL
RIGHT-OF-WAY SECTION

2014 PW0031

the property from the City of Springfield's sanitary sewer system. It is expressly stated and understood by Grantor(s) that but for the execution of this irrevocable consent to annexation and the commitment of Grantor(s) to do all things necessary to complete the annexation at such future date, the City would not extend sewer service to the real estate described in Exhibit A and any objection to annexation shall constitute complete and total failure of consideration for extending sewer service to property outside the City's limits in advance of annexation.

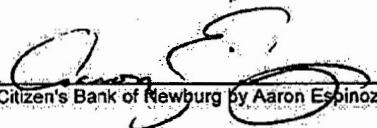
Failure to consummate annexation at any time during the term of this Irrevocable Petition and Consent to Annexation shall not cause this Petition and Consent to lapse and the same shall continue in full force and effect until such time as annexation is fully and lawfully consummated.

In the event of any breach or default by Grantor(s), this Irrevocable Petition and Consent to Annexation shall be enforceable by specific performance and, if litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri, and the parties expressly waive any rights to venue inconsistent therewith.

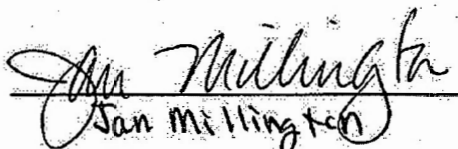
This Irrevocable Petition and Consent to Annexation shall be deemed to be a covenant running with the land to succeeding owners and shall be deemed to be the Petition and Consent to Annexation of succeeding owners, their heirs, legal representatives, successors, and assigns until annexation is fully lawfully consummated as in this instrument provided.

IN WITNESS WHEREOF, the said Grantor(s) has/have hereunto set his/her/their hand(s) 30th day of June, 2014.

GRANTOR(S)


Citizen's Bank of Newburg by Aaron Espinoza, It's President

Approved as to form for Grantee by:

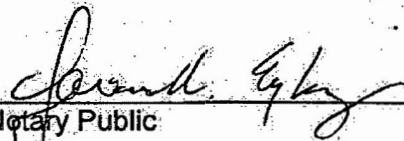

Jan Millington

VERIFICATION AND ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF Phelps)

On this 30th day of June, 2014, before me personally appeared to me known to be the person(s) described herein and who executed the Irrevocable Petition and Consent to Annexation, and being duly sworn according to law, deposes and states that Aaron Espinoza is the President of Citizen's Bank of Newburg, and they are the owner(s) in fee of the property described herein and the facts set forth in this Irrevocable Petition and Consent to Annexation are true and correct to the best of his/her/their knowledge, information and belief, and acknowledged to me that he/she/they executed same, as his/her/their free act and deed.

Subscribed and sworn to before me, a notary public, this 30th day of June, 2014.



Notary Public



After recording, return to:
City of Springfield
Department of Public Works
Attn: Matt Taylor
840 Boonville Ave.
Springfield, MO 65802

SCHEDULE C

A parcel of land located in the Southwest Quarter (SW1/4) of Section Four (4), Township Twenty-eight (28) North, Range Twenty-two (22) West, Greene County, Missouri, more particularly described as follows: Commencing at a railroad spike at the Northeast corner of the Southwest Quarter (SW1/4) of Section 4, Township 28 North, Range 22 West, also being the Northeast corner of Westminster Subdivision First Addition, Greene County, Missouri; thence N89°02'24"W along the North line of said subdivision, also being the North line of said Southwest Quarter of said Section 4, a distance of 509.48 feet for a point of beginning; thence leaving said North line of the Southwest Quarter of Section 4, S00°59'12"W a distance of 227.48 feet to a 5/8" iron pin Is1734 found; thence S88°58'29"E a distance of 85.12 feet; thence S01°47'48"W a distance of 344.92 feet; thence N88°56'53"W a distance of 374.02 feet; thence N01°36'29"E a distance of 130.99 feet to the point of curvature of a non-tangent curve to the right having a radius of 50 feet, a central angle of 80°20'43", with a chord bearing of N41°34'55"E; thence along said curve an arc distance of 70.11 feet; thence N55°26'06"E a distance of 283.16 feet; thence N88°57'06"W a distance of 521.49 feet to a 5/8" iron pin Is1756 found; thence N88°54'20"W a distance of 79.56 feet; thence N01°36'39"E a distance of 216.63 feet to the point of tangency of a curve to the right having a radius of 15 feet, a central angle of 89°21'07", with a chord bearing of N46°17'03"E; thence along said curve an arc distance of 23.39 feet; thence N00°57'36"E a distance of 45.00 feet to a point on the North line of said Southwest Quarter (SW1/4) of Section 4; thence S89°02'24"E along said North line of the Southwest Quarter (SW1/4) of Section 4 a distance of 603.75 feet to the point of beginning, all being in Greene County, Missouri, subject to easements and any parts used for road purposes. Also that part of the West 160 feet of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Four (4), Township Twenty-eight (28) North, Range Twenty-two (22) located West of Meadlark Avenue and North of the North boundary line of Lot Nine (9) in the Final Plat of Westminster Second Addition Subdivision, a subdivision in Greene County, Missouri, less and except any part thereof taken, deeded or used roads or right of ways.



EXPLANATION TO COUNCIL BILL 2024-274 (SIMPSON)

FILED: 12/26/2024

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 25.7 acres of private property generally located at 6116 South Farm Road 175, and a portion of South Farm Road adjacent to the property, into the City of Springfield as Annexation A-6-2024.

PURPOSE: To adopt an ordinance to annex approximately 25.7 acres of private property generally located at 6116 South Farm Road 175 and a portion of South Farm Road adjacent to the property into the City of Springfield as Annexation A-6-2024. (Staff recommends approval.)

BACKGROUND INFORMATION: The owner(s) of the private property generally located at 6116 South Farm Road 175 are requesting annexation into the City of Springfield. The owner(s) of the private property have signed a petition to request annexation of approximately 25.7 acres into the City of Springfield. A portion of South Farm Road 175 adjacent to the property to the west is also part of this annexation request. The owner of the private property is proposing to annex and rezone for a new residential development.

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

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

RECOMMENDATIONS:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous and compact to the City of Springfield.
3. The Forward SGF Comprehensive Plan supports this annexation request.
4. The property owner(s) have petitioned the City for annexation.
5. All City services can be provided to the property.

The City will receive property tax revenue upon annexation of the private property. Based on the subject property's location in proximity to the existing city limits within an



unincorporated island and the recommendations of Chapter 6, Growth Areas, and Annexation, of the Forward SGF Comprehensive Plan, staff supports this request.

Submitted By: Alana Owen, Senior City Planner

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

- Attachments:**
1. A-6-2024 6116 South Farm Road 175 and a Portion of South Farm Road Adjacent to the Property
 2. A-6-2024_ExhA
 3. A-6-2024_ExhB

One-rdg. _____
P. Hrngs. X
Pgs. 20
Filed: 12-10-24

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-274

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1
2 of the Springfield City Code, 'Boundaries of wards, precincts and
3 council zones,' for the purpose of annexing approximately 25.7 acres of
4 private property generally located at 6116 South Farm Road 175, and a
5 portion of South Farm Road adjacent to the property, into the City of
6 Springfield as Annexation A-6-2024.
7 _____
8

9 WHEREAS, the owners of the private property generally located at 6116 South
10 Farm Road 175 have signed a petition requesting the voluntary annexation of
11 approximately 25.7 acres into the City of Springfield, as shown in "Exhibit A," attached
12 hereto and incorporated herein; and
13

14 WHEREAS, a portion of South Farm Road 175 adjacent to the subject property is
15 also included as part of this request; and
16

17 WHEREAS, the subject property is located within priority areas for annexation in
18 the City of Springfield's Comprehensive Plan, Forward SGF; and
19

20 WHEREAS, the subject property is within the City of Springfield's Urban Service
21 Area and is compact and contiguous to the City, as shown in "Exhibit B," attached
22 hereto and incorporated herein by this reference; and
23

24 WHEREAS, proper notice was published at least seven (7) days prior to the
25 public hearing; and
26

27 WHEREAS, City Council does find and determine that: (1) said annexation is
28 reasonable and necessary to the proper development of the City; (2) the City either
29 already furnishes normal municipal services to the area annexed, or is able to furnish
30 such services within a reasonable time after annexation; and (3) the area annexed
31 herein is contiguous and compact to the existing corporate boundaries of the City.
32

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

35
36 Section 1 – City Council, after holding a public hearing, hereby determines that
37 annexation of the property described in "Exhibit A," is reasonable and necessary to the
38 proper development of the City; the City either already furnishes normal municipal
39 services to the area annexed, or is able to furnish such services within a reasonable
40 time after annexation; and the area is contiguous and compact to the existing
41 boundaries of the City as shown in "Exhibit B."

42
43 Section 2 – Pursuant to the provisions of Section 71.012 RSMo., the property
44 described in "Exhibit A," and the portion of South Farm Road 175 adjacent to the
45 subject property, are hereby annexed into the City of Springfield, Missouri.

46
47 Section 3 – Section 1-9 of the Springfield City Code, 'City Limits,' is hereby
48 amended by adding thereto the land described in "Exhibit A" and the portion of South
49 Farm Road 175 adjacent to the subject property.

50
51 Section 4 – Section 46-1 of the Springfield City Code, 'Boundaries of wards,
52 precincts and council zones,' is hereby amended by placing the property described in
53 "Exhibit A" and the portion of South Farm Road 175 adjacent to the subject property into
54 the appropriate ward and precinct as determined by the County Clerk in accordance
55 with the provisions of State law.

56
57 Section 5 – The City Clerk is directed to: (1) file certified copies of this
58 Annexation Ordinance with the Clerk of Greene County; (2) file certified copies of this
59 Annexation Ordinance with the Assessor of Greene County; and (3) forward to the
60 Missouri Director of Revenue, by certified mail, certified copies of this Ordinance, and
61 any other information that the Director of Revenue may require. The City Clerk is further
62 authorized and empowered to perform any other administrative acts which are
63 consistent with the intent of this Ordinance.

64
65 Section 6 – This Ordinance shall be in full force and effect from and after
66 passage.

67
68 Passed at meeting: _____

69
70 _____
71 Mayor

72
73 Attest: _____, City Clerk

74
75 Filed as Ordinance: _____

76
77 Approved as to form: Laura Vales, Assistant City Attorney
78
79
80

81 Approved for Council action.  Interim City Manager

EXHIBIT A
ANNEXATION A-6-2024
LEGAL DESCRIPTION

6116 South Farm Road 175

ALL THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, IN TOWNSHIP 28 NORTH, RANGE 21 WEST, GREENE COUNTY, MISSOURI, BEING A PART OF THE LANDS DESCRIBED IN THE WARRANTY DEED DULY RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE IN BOOK 2726, AT PAGE 179, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 21 WEST, GREENE COUNTY, MISSOURI; THENCE NORTH 87 DEGREES 46 MINUTES 31 SECONDS WEST ALONG THE SOUTH LINE OF SAID QUARTER- QUARTER, A DISTANCE OF 792.24 FEET TO THE SOUTHEAST COMER OF THE TRACT OF LAND DESCRIBED IN THE GENERAL WARRANTY DEED DULY RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE IN BOOK 2261, AT PAGE 1047 (BRIGHT TRACT); THENCE DEPARTING SAID SOUTH LINE NORTH 01 DEGREES 36 MINUTES 55 SECONDS EAST ALONG THE EAST LINE OF SAID BRIGHT TRACT, A DISTANCE OF 47.19 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE NORTH 87 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 269.77 FEET TO A POINT; THENCE NORTH 42 DEGREES 59 MINUTES 39 SECONDS EAST, A DISTANCE OF 143.91 FEET TO A POINT; THENCE NORTH 00 DEGREES 07 MINUTES 54 SECONDS WEST, A DISTANCE OF 108.56 FEET TO A POINT; THENCE NORTH 15 DEGREES 08 MINUTES 29 SECONDS EAST, A DISTANCE OF 169.97 FEET TO A POINT; THENCE NORTH 31 DEGREES 20 MINUTES 05 SECONDS EAST, A DISTANCE OF 460.59 FEET TO A POINT OF CURVATURE; THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 735.00 FEET AND AN INTERNAL ANGLE OF 28 DEGREES 49 MINUTES 36 SECONDS, A DISTANCE OF 369.79 FEET TO A POINT; THENCE NORTH 43 DEGREES 00 MINUTES 44 SECONDS WEST, A DISTANCE OF 71.35 FEET TO A POINT; THENCE NORTH 87 DEGREES 29 MINUTES 29 SECONDS WEST, A DISTANCE OF 88.58 FEET TO A POINT; THENCE NORTH 80 DEGREES 38 MINUTES 13 SECONDS WEST, A DISTANCE OF 100.54 FEET TO A POINT; THENCE NORTH 87 DEGREES 29 MINUTES 29 SECONDS WEST, A DISTANCE OF 128.72 FEET TO A POINT; THENCE NORTH 82 DEGREES 41 MINUTES 47 SECONDS WEST, A DISTANCE OF 246.52 FEET TO A POINT; THENCE NORTH 77 DEGREES 02 MINUTES 15 SECONDS WEST, A DISTANCE OF 33.83 FEET TO A POINT; THENCE NORTH 87 DEGREES 18 MINUTES 44 SECONDS WEST, A DISTANCE OF 80.20 FEET TO A POINT; THENCE NORTH 02 DEGREES 28 MINUTES 07 SECONDS EAST, A DISTANCE OF 22.80 FEET TO A POINT THE NORTH LINE OF SAID QUARTER-QUARTER; THENCE ALONG SAID NORTH LINE NORTH 87 DEGREES 31 MINUTES 53 SECONDS WEST, A DISTANCE OF 541.85 FEET TO THE NORTHWEST COMER THEREOF; THENCE SOUTH 01 DEGREES 31 MINUTES 11 SECONDS WEST ALONG THE WEST LINE OF SAID QUARTER-QUARTER, A DISTANCE OF 891.17 FEET TO THE NORTHWEST COMER OF SAID BRIGHT TRACT; THENCE DEPARTING SAID WEST LINE SOUTH 87 DEGREES 40 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF SAID BRIGHT TRACT, A DISTANCE OF 540.01 FEET TO THE NORTHEAST COMER THEREOF; THENCE SOUTH 01 DEGREES 36 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF SAID BRIGHT TRACT, A DISTANCE OF 385.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,122,159 SQUARE FEET OR 25.761 ACRES OF LAND, MORE OR LESS, EXCEPT ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PURPOSES. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

South Farm Road 175

A PART OF THE FARM ROAD 175 RIGHT-OF-WAY IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 21 WEST, AND IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 28 NORTH RANGE 21 WEST, ALL IN GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

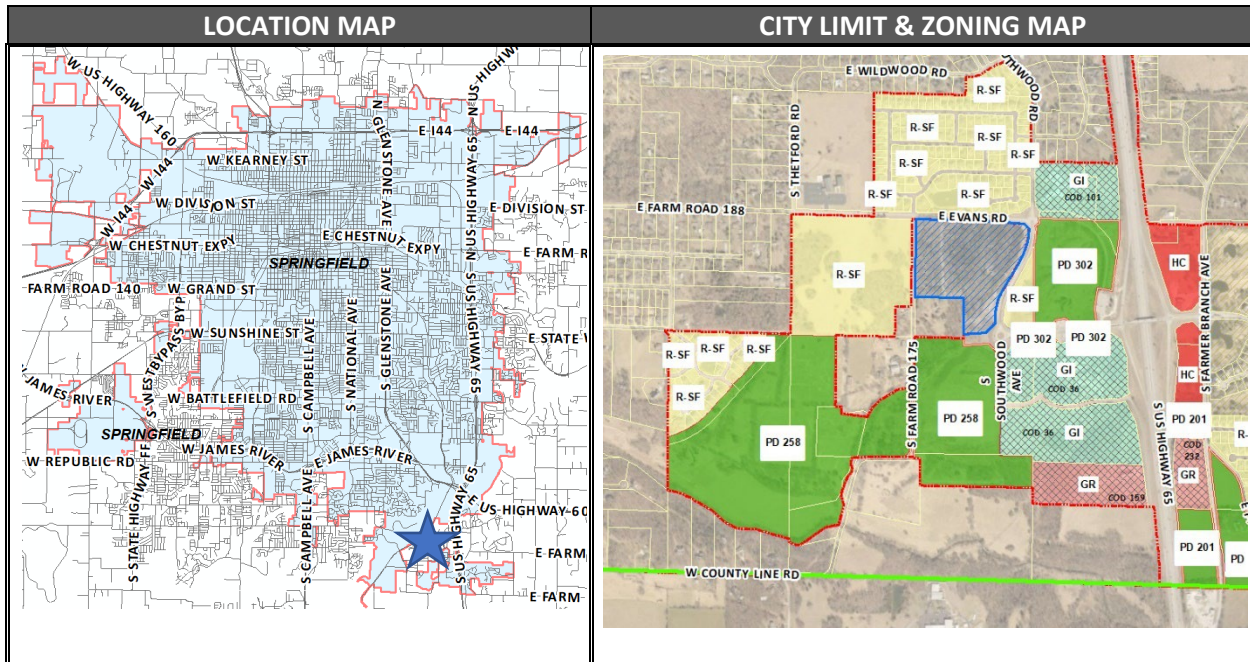
ALL OF SAID FARM ROAD 175 RIGHT-OF-WAY THAT LIES IN THE NORTH 891.17 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, AND IN NORTH 891.17 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29.

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	A-6-2024
Location:	6116 South Farm Road 175
Total Acres:	25.7 acres
Applicant:	TAG Property Management LLC
Existing Land Use:	Undeveloped
City Council:	December 16, 2024
Public Notification:	Mail and legal in Daily Events
Staff:	Alana Owen, AICP, Principal Planner
Staff recommendation:	Staff recommends approval

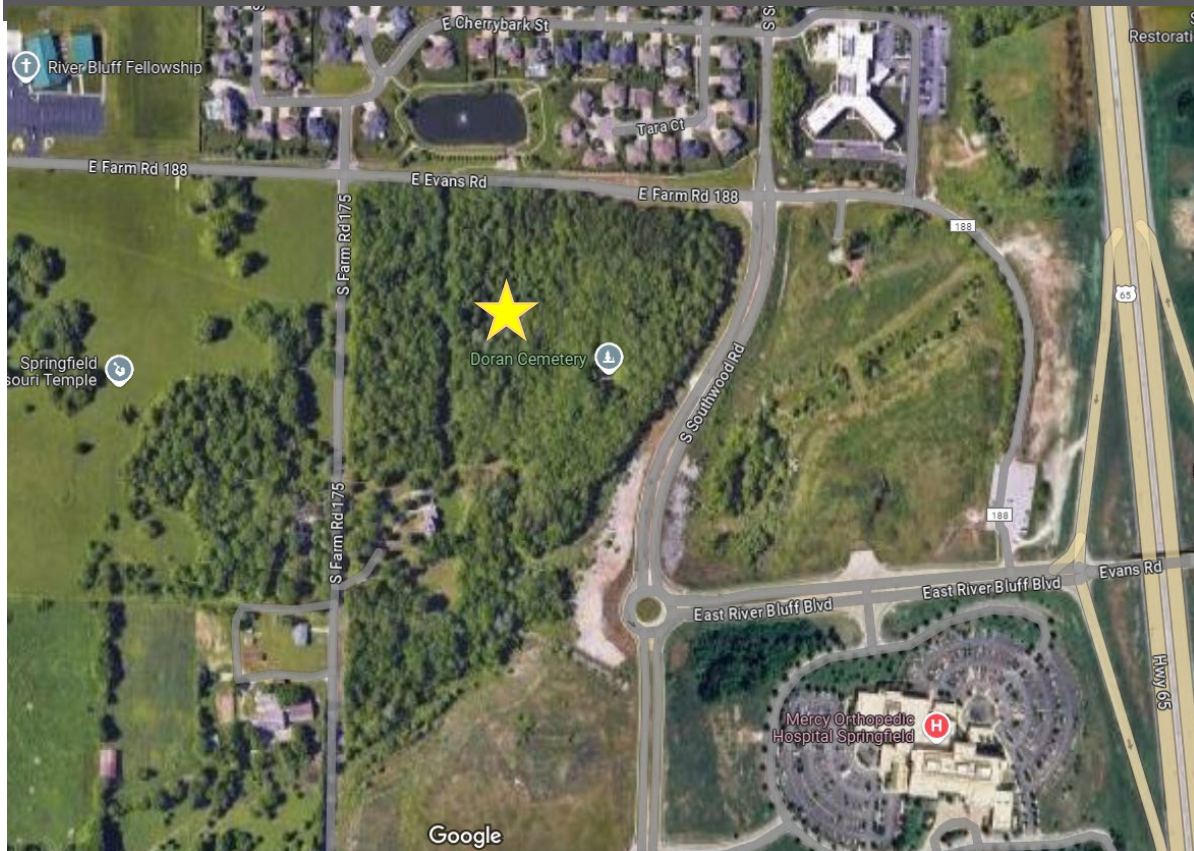
PROJECT SUMMARY:

Request to annex approximately 25.7 acres of private property generally located at 6116 South Farm Road 175, and a portion of South Farm Road 175 into the city of Springfield.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property is outside the city limits in unincorporated Greene County. The subject property is zoned Greene County R-1, Suburban Residence District. The annexation is being processed with the intent to rezone the property for residential development immediately following. A portion of South Farm Road 175 adjacent to this property to the west is also being proposed to be annexed.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The subject property is in a Priority Three annexation area identified in Chapter 6, Growth Areas and Annexation, of the Forward SGF Comprehensive Plan. Priority Three areas represent long-term growth areas. While these areas are not net revenue generators, they may be equally valuable in terms of growing the city's population base and expanding the city's reach in a community involvement capacity. Some of these areas are also strategically important to help access potential growth areas that are currently not contiguous to the city.

Annexation Considerations

The following strategies will help to further guide the prioritization of annexations:

1. The City should prioritize annexation of City, City Utilities, Park Board, and Ozark Greenways-owned properties.
2. The City should prioritize annexation of properties with an "Irrevocable Petition and Consent to Annexation Agreement" that are revenue-generating and located along major corridors and areas of potential economic activity.
3. The City should evaluate annexation proposals on a property-by-property or case-by-case basis but work to coordinate annexation of multiple properties simultaneously, when possible, to maximize the time and cost efficiency involved in processing.
4. The City should engage with area Fire Protection Districts in evaluation of potential impact resulting from annexation of property by the City.
5. The City should be conscious of impractical boundary configurations created when annexing properties on only one side of a street, skipping over properties, or creating islands of unincorporated properties.
6. The City should weigh the anticipated impact of annexation on the ability to provide timely and professional emergency services, including personnel requirements, capital requirements, necessary and available infrastructure, call volume, and standards of cover.
7. The City should evaluate the age and condition of existing infrastructure in areas desired for annexation, as well as future maintenance costs.
8. The City should weigh the comprehensive advantages of both long-term revenue growth and population growth, including a variety of demographic considerations associated with providing services to new residents and property owners.
9. The City should weigh the fiscal impacts of annexation against the opportunity to grow the population base, increase resident participation in city elections, tax referendums, and expand the reach of citizens to serve on city advisory boards and committees.

DEVELOPMENT REVIEW STAFF REPORT

10. The City should weigh the strategic value of incorporating geographic areas that facilitate growth in new areas.

The subject property is part of an island of unincorporated area and annexation of this property starts to reduce the gap within the city limits and reduce jurisdictional confusion. The city is already providing services to the area and annexation of the subject property is in conformance with the City's annexation policy.

The property involved in this annexation request was identified as Traditional Neighborhood placetype during the formation of the Forward SGF Comprehensive Plan (see the Future Placetype Map on page 7). Housing in Traditional Neighborhoods range from bungalows to expansive ranch-style homes constructed with a variety of materials and methods. Neighborhood parks, schools, and churches are dispersed throughout to serve nearby residents. These neighborhoods can follow a gridded block pattern or curvilinear streets and are well-connected internally with sidewalks and trails. Planning for Traditional Neighborhoods should strive to increase and integrate quality of place and complete neighborhood characteristics. The primary land-use within the Traditional Neighborhood placetype is single-family detached dwellings and supporting uses include single-family attached dwellings such as duplexes or townhomes and low-intensity neighborhood commercial.

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

- **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype
- **Supporting Land Use:**
Less prevalent and serve to support the primary land use.
- ◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	PD 258	R-SF and PD 302	R-SF
LAND USE	Single-family homes	undeveloped	undeveloped	undeveloped
PLACETYPES	Traditional Neighborhood	Institutional and Employment	Institutional and Employment	Traditional Neighborhood

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
No comments.
2. CITY UTILITIES:
No issues with the proposed annexation. City Utilities has 3-phase electric, gas and water available to the property.
3. DEPARTMENT OF ENVIRONMENTAL SERVICES CLEAN WATER SERVICES DIVISION:
No objection to the annexation. Following are comments for then the site develops:

Development Comments:

1. Public sewer is available to the parent tract but needs to be extended to each proposed lot if subdivided. Public improvement plans will need to be designed, submitted and constructed to city standards. The public improvements must be approved, filed and constructed or escrowed before any building permits or plats can be issued according to city code section 98-12(b)(c) Private Construction of Public Improvements and section 98-14- Assurance for completion of Public Improvements.
2. There is a trunkline connection fee for Farmer/Hunt Branch of \$0.0075 per square foot. This is based on the area of the property or subdivision.
3. This fee will be added to the engineering and inspection fees which are 5.34% of the approved construction estimate for all required public improvements.
4. EMERGENCY 911:
No comments.
5. GREENE COUNTY HIGHWAY DEPARTMENT:
No comments.
6. POLICE DEPARTMENT:
No comments.

DEVELOPMENT REVIEW STAFF REPORT

7. FIRE DEPARTMENT:

Service – The primary Fire Station responding to this area would be Station #11 located at 4940 S Fremont, which is approximately 2.7 miles from the northwest corner of the property. Fire Station #10 located at 2245 E Galloway is the secondary station responding to this location, which is 4.8 miles from the southeast corner of the property.

ISO area – The proposed annexation is currently outside the recommended ISO 1.5-mile (ISO diamond) response distance by approximately 1.4 miles for the 1st due unit. ***This will have a negative impact on our ISO rating.***

Response times/Standards of Cover – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 5 minutes, 59 seconds. The 2nd due company has an estimated total response time of 8 minutes, 6 seconds. It is likely the standard of coverage benchmark could be met for single company responses and unlikely the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. ***The department expects that it will meet the initial unit benchmark but not the ERF benchmarks. This will negatively impact our accreditation.***

		Estimated Total Response Time	Benchmark*	Baseline**
1 st Due Company	Station 11	5-6 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Station 11, 10, 12, 9, 7, 1	13-14 minutes	10 minutes 20 seconds	13 minutes 18 seconds

Water Supply – City Utilities maintains a 12” water main on the north side of the property and a 16” main on the east side of the property. ***The Fire Department does not have any concerns with the water supply for this proposed annexation.***

Impact – The Fire Department does not expect a high call volume for this area. ***The Fire Department is not concerned about extended response times to this address from existing stations.***

Fire Department Recommendation: ***Based upon all relevant factors, the Fire Department is supportive of this annexation.***

DEVELOPMENT REVIEW STAFF REPORT

8. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

The property is in the Farmer Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the local or downstream area. The city is 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.

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.
 - a. A fee in lieu of detention application would not be permitted. The site drains south through adjacent properties that have resident structures near the stream.

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.
3. Water Quality Credits are available to use in design for preserved trees and new planted trees. Landscaping and Bufferyards trees required by planning cannot be used for the water quality credits unless it is part of a SCM. Chapter 10, Section 3.1.

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

1. The proposed property has two tributaries of the Farmers Branch stream crossing the property. The streams will require a stream buffer easement recorded prior to approval of the annexation by PW-Stormwater.
 - a. Both parts of the stream are Category D Small Tributaries, it requires a 60 feet wide buffer with 30 feet from top of bank on both sides.

DEVELOPMENT REVIEW STAFF REPORT

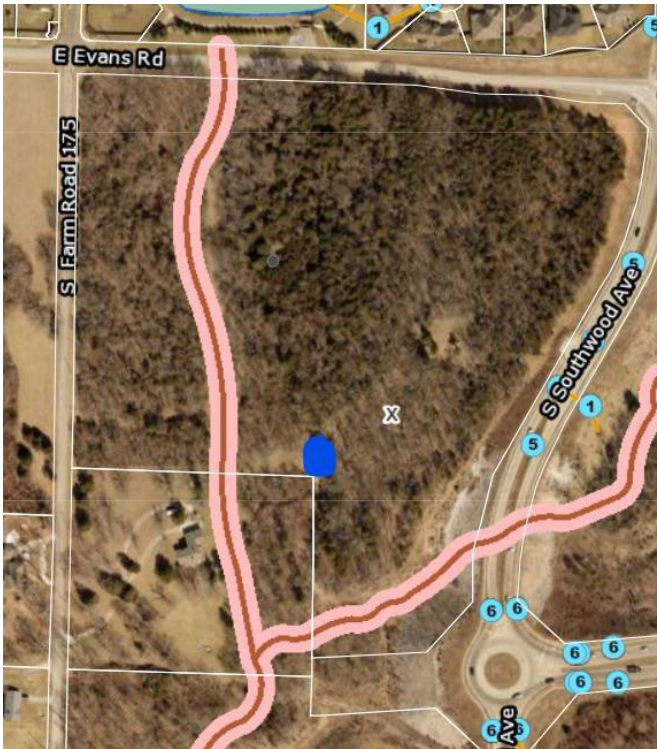
b. Chapter 8, Sec 4.1.3 Ownership and Recording: Stream buffers consisting of the stream and approved buffer zones shall be designated as a Stream Buffer Area on any replat, preliminary plat, or final plat in accordance with City Code Sec. 36-253, or recorded in a stream buffer easement.



SINKHOLES & KARST FEATURES

There is a sinkhole present on the SW corner of the property. At time of development the sinkhole will require a 25 feet wide buffer around the sinkhole.

DEVELOPMENT REVIEW STAFF REPORT



ADDITIONAL STORMWATER REQUIREMENTS

Stormwater Control Measures are the responsibility of the property owner or property owners' association to maintain, repair, and update unless the agreement is made with the City to operate. Operation and maintenance agreements are required for any permanent stormwater control measures.

9. 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	E. Riverbluff Boulevard	Primary Arterial	City	50	50	NA	No	Yes	No
Street 2	E. Farm Road 188 (Evans)	Secondary Arterial	City	35	35	NA	No	Yes	No
Street 3	S. Farm Road 175	Secondary Arterial	County	35	20	NA	Yes	Yes	No
Street 4	S. Southwood Avenue	Collector	City	30	30	NA	Yes	Yes	Yes

DEVELOPMENT REVIEW STAFF REPORT

ACCESS - 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. Farm Road 104 near the property.

IMPROVEMENTS - No improvements are required for this annexation. A traffic study may be required for this property at the time of development.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant, TAG Property Management LLC, has petitioned for the City of Springfield to annex approximately 25.7 acres of private property generally located at 6116 South Farm Road 175 into the City. The applicant is concurrently processing a rezoning request to rezone the annexed property to the City's R-SF, Single Family Residential district, with the intent to develop the property for residential use.
2. The *Growth Areas & Annexation* chapter of the *Comprehensive Plan* supports the annexation because it meets the objective to prioritize areas for annexation where development will provide a positive benefit to potential new residents, businesses, and property owners without unduly high infrastructure costs or creating a long-term fiscal strain on City resources.
3. The subject property is located within an unincorporated island within the city. Annexation of this property will begin to fill in the gap in the city limits in this area.
4. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as being located within the Traditional Neighborhood placetype. The primary land-use within the Traditional Neighborhood placetype is single-family detached dwellings and supporting uses include single-family attached dwellings such as duplexes or townhomes and low-intensity neighborhood commercial.
5. There are adequate utility and sewer and water facilities existing or that can be provided to serve the uses that would be permitted if the property was annexed.
6. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
7. The area to be annexed is contiguous and compact to the City of Springfield and is bounded on three sides by the City of Springfield.
8. The City will receive property tax revenue upon annexation of the private property.
9. A portion of South Farm Road 175 will be annexed as part of this request.

DEVELOPMENT REVIEW STAFF REPORT

STAFF RECOMMENDATION:

1. Staff recommends approval of the annexation request based on its compatibility with the *Comprehensive Plan's* Annexation policies.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1
Annexation Schedule

ANNEXATION:

City Council public hearing..... December 16, 2014

City Council vote January 13, 2025



EXPLANATION TO COUNCIL BILL 2024-275 (JENSON)

FILED: 12/26/2024

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 16.5 acres of property generally located at 315 East Weaver Road from R-SF, Single-Family Residential District to HC, Highway Commercial District; establishing Conditional Overlay District No. 260; and adopting an updated Official Zoning Map. (By: Ward Weaver Property, LLC; 315 East Weaver Road; Z-24-2024 with Conditional Overlay District No. 260.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 16.5 acres of property generally located at 315 East Weaver Road from R-SF, Single-Family Residential District to HC, Highway Commercial District and establishing Conditional Overlay District No. 260 (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-24-2024/ CONDITIONAL OVERLAY DISTRICT NO. 260

The applicant is requesting to rezone approximately 16.5 acres of property generally located at 315 East Weaver Road from R-SF, Single-Family Residential District to HC, Highway Commercial District and establishing Conditional Overlay District No. 260. The applicant is proposing a tree and plant nursery and garden center.

REMARKS: The Planning and Zoning Commission held a public hearing on November 7, 2024, 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 Comprehensive Plan's Land Use & Development chapter identifies the subject property within the City Corridor placetype.
2. This placetype 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 Highway Commercial District is consistent with the goals and objectives of the City Corridor placetype.
4. The applicant is proposing a HC Conditional Overlay District to limit uses that are like the GR District and uses that are opened 24/7 such as convenience stores with fuel pumps, self-service storage facilities and temporary lodging uses. It will also require a maximum building height of 45 feet in addition to the 30-degree bulk plane, provide bufferyard restrictions, require stream buffer easements, traffic study at time of development and prohibit development activity or land disturbance north of the stream buffer. This language is detailed in Attachment 1.
5. The applicant will need to provide a tree survey to allow for the provisions in Section 36-482, Bufferyards and Landscaping, that states: *Credit for existing trees*. Any trees preserved on a site in required bufferyards and perimeter landscaping areas and meeting the specifications in this section may, at the discretion of the director, be credited toward meeting the tree requirements of any landscaping provision of this section. Any tree for which credit is given shall be in a condition that encourages long-term survival and in a location that conforms to the intent and standards of this section.
6. There are also provisions in Section 36-482 that allow: *[Waiver of rules.]* The director may waive rules regarding setbacks and bufferyards to preserve trees of exceptional quality due to size, large canopy cover, trunk diameter, rareness, age, or species when written consent has been received from all owners of abutting property. Where such written consent is not filed, waiver may be granted by the board of adjustment, as a variance according to standards, notice requirements, and procedures pertaining to variances.
7. The area to the north is outside the city limits in unincorporated Greene County and zoned PAD, Plot Assignment District. It is owned by Ozarks Greenways, Inc. and would not require a bufferyard per the Zoning Ordinance.
8. The subject property is in an area that has other retail, office and service uses that take advantage of easy access to Weaver Rd. and Campbell Avenue.

9. 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.
10. There are changing conditions in the area affected that make the proposed rezoning necessary. The relocation of Weaver Road occurred in 2012-2013 which split the property and brought the street further onto the property. The other corners of Campbell and Weaver have been rezoned to GR and O-2 since 2014. A CUP for the SE corner was recently approved to allow for an automotive service garage. The GR property across the street is currently being developed as a dental office.
11. The range of uses in the proposed HC district are compatible with the uses permitted on other property in the immediate vicinity. The properties to the south and west are zoned GR, General Retail District. The applicant is proposing to use the COD to prohibit certain uses allowed in the HC District other than nursery and garden stores.
12. 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.
13. 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 may require a traffic study based on the proposed use at the time of development.
14. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.
15. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied. If the R-SF property is not rezoned it could be developed into approximately 116 single-family homes or cluster development.

STAFF RECOMMENDATION: Staff recommends approval of the rezoning request based on its compatibility with the *Comprehensive Plan's* City Corridor Placetype

Submitted By: Daniel Neal, Senior City Planner

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

Attachments:

1. Z-24-2024 COD 260 - 315 East Weaver Road_Ord
2. Z-24-2024 COD 260_exh A

3. Z-24-2024 COD 260_exh B
4. Z-24-2024 COD 260_exh C
5. Z-24-2024 COD 260_exh D

One-rdg. _____
P. Hrngs. X
Pgs. 37
Filed: 12-10-24

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-275

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 16.5 acres of property generally located at 315 East Weaver Road
4 from R-SF, Single-Family Residential District to HC, Highway
5 Commercial District; establishing Conditional Overlay District No.
6 260; and adopting an updated Official Zoning Map.
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 315 East Weaver Road from R-SF, Single-Family Residential
11 District, to HC, Highway Commercial District, and establishing Conditional Overlay
12 District No. 260; and
13

14 WHEREAS, Conditional Overlay District No. 260 shall modify the requirements of
15 the Springfield Land Development Code Section 36-422, HC – Highway Commercial
16 District, by requiring that the property described in "Exhibit B" comply with the
17 requirements described in "Exhibit A," both attached hereto and incorporated herein by
18 this reference; and
19

20 WHEREAS, following proper notice, the Planning and Zoning Commission held a
21 public hearing on November 7, 2024, 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 of approval with a vote of 7
24 to 0; and
25

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

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

33 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF

SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – The property described in "Exhibit B" is hereby rezoned from R-SF, Single-Family Residential District, to HC, Highway Commercial District, with Conditional Overlay District No. 260. Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed, and modified consistent with this Ordinance.

Section 2 – City Council hereby establishes Conditional Overlay District No. 260, which shall contain the requirements and standards provided in "Exhibit A." The requirements of Conditional Overlay District No. 260 shall modify the requirements of the Springfield Land Development Code Section 36-422, HC – Highway Commercial District, by requiring the property described in "Exhibit B" to comply with the requirements contained in "Exhibit A."

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

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: Colin Sykes, Interim City Manager

EXHIBIT A
CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-24-2024 COD 260

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. Auction sales and flea markets entirely within enclosed buildings.
 - c. Automobile service garages.
 - d. Automobile service stations.
 - e. Automobile washing businesses, including automatic, coin-operated, and moving-line facilities.
 - f. Awning and canvas sales and rental.
 - g. Boarding, rooming, and lodging houses.
 - h. Bus stations.
 - i. Campgrounds and recreational vehicle parks.
 - j. Catering businesses.
 - k. Cemeteries.
 - l. Civic, convention, and cultural centers.
 - m. Commercial off-street parking lots and structures.
 - n. Commercial outdoor recreation use group.
 - o. Convenience stores with fuel pumps.
 - p. Household resource recovery collection centers.
 - q. Manufactured housing (mobile home) and trailer sales, leasing and service.
 - r. Medical or comprehensive marijuana cultivation facility or microbusiness marijuana wholesale facility.
 - s. Medical, comprehensive or microbusiness marijuana dispensary facility.
 - t. Medical or comprehensive marijuana-infused products manufacturing type 2 post-extraction facility.
 - u. Telecommunication Towers of any height.
 - v. Miniature golf courses and driving ranges.

- w. Self-service storage facilities.
 - x. Swimming pool sales and displays.
 - y. Taxi dispatch yards and offices.
 - z. Taxidermists.
 - aa. Temporary lodging use group.
 - bb. Overnight shelters or transitional service shelters.
 - cc. Conditional Uses per Section 36-422, subsection (3).
2. The maximum height for any buildings shall not exceed 45 feet above finished grade.
 3. A bufferyard type F is required along the east property line. This bufferyard shall maintain existing native and healthy trees and vegetation. A twenty (25) foot wide bufferyard or wider shall be maintained which includes existing trees and vegetation.
 4. Stream buffer easements are required at time of development per the Flood Control and Water Quality Protection Manual.
 5. A traffic study may be required at the time of development as determined by the Director of Public Works.
 6. The uses permitted in the HC district (except those prohibited above) are allowed south of the Ward Branch Small Stream buffer area. There shall be no development activity or land disturbance north of the Ward Branch Small Stream buffer area without a future rezoning amendment to the COD.

EXHIBIT B
LEGAL DESCRIPTION

TRACT I:

ALL THAT PART OF LOT ONE (1) OF WARD B. KING, A SUBDIVISION RECORDED IN PLAT BOOK WW, PAGE 53 IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN CAPPED "LS 164D" AT THE SOUTHWEST CORNER OF SAID LOT ONE (1); THENCE NORTH $00^{\circ}52'59''$ EAST ALONG THE WEST LINE OF SAID LOT ONE (1), 379.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE OF LOT ONE (1), NORTH $00^{\circ}52'59''$ EAST, 939.41 FEET TO A SET IRON PIN AT THE NORTHWEST CORNER OF SAID LOT ONE (1); THENCE SOUTH $89^{\circ}56'48''$ EAST ALONG THE NORTH LINE OF SAID LOT ONE (1), 646.64 FEET TO A FOUND IRON PIN CAPPED "LS 1918" AT THE NORTHEAST CORNER OF SAID LOT ONE (1); THENCE SOUTH $02^{\circ}01'42''$ WEST, 19.93 FEET (21.21' PLAT) TO A FOUND IRON PIN CAPPED "LS 1918"; THENCE SOUTH $0^{\circ}16'47''$ WEST, 142.50 FEET (141.53' PLAT) TO A FOUND IRON PIN CAPPED "LS 2334"; THENCE SOUTH $02^{\circ}27'42''$ WEST, 411.63 FEET (411.46' PLAT) TO A FOUND IRON PIN CAPPED "LS 2334"; THENCE SOUTH $01^{\circ}51'42''$ WEST, 115.19 FEET (115.21' PLAT) TO A SET IRON PIN; THENCE SOUTH $01^{\circ}52'35''$ WEST, 617.83 FEET TO A POINT ON THE PROPOSED NORTH RIGHT-OF-WAY LINE OF WEAVER ROAD (FARM ROAD 178); THENCE ALONG SAID RIGHT-OF-WAY LINE, 361.89 FEET ALONG A 565.00 FOOT RADIUS NON-TANGENT CURVE RIGHT WHOSE CHORD BEARS NORTH $60^{\circ}32'22''$ WEST, 355.73 FEET; THENCE NORTH $47^{\circ}48'35''$ EAST, 5.00 FEET; THENCE 370.07 FEET ALONG A 640.00 FOOT RADIUS NON-TANGENT CURVE LEFT WHOSE CHORD BEARS NORTH $58^{\circ}45'19''$ WEST, 364.93 FEET TO THE POINT OF BEGINNING.

EXHIBIT C
RECORD OF PROCEEDINGS
Planning and Zoning Commission – November 7, 2024

Z-24-2024 COD 260

315 East Weaver Road

Applicant: Ward Weaver Property, LLC

Mr. Daniel Neal stated that this is a request to rezone approximately 16.5 acres of property R-SF, Single-Family Residential District to HC, Highway Commercial District and establishing Conditional Overlay District No. 260.

Mr. Pauly asked about the homes outside of the city's limits and noted that most look like they are on private wells. He asked how many will be on private wells and septic.

Mr. Neal noted that he does not know how many residents will be on a well and septic and that Public Works may be able to answer those questions, however he is not here tonight.

Mr. Eric Petty, 610 Shady Oaks Drive standing in for Michael Fessenden the owner of the property and noted that they have been in business since 1995 as a plant nursery and greenhouses and wants to open a retail garden center. He also noted that he will be preserving as many trees as possible and using the city water supply.

Mr. Pauly asked about using the city water supply and not a well.

Mr. Petty noted that this is correct and they plan on using the city water supply but may in the future dig well.

Ms. Broekhoven closed the meeting.

Mr. Pauly noted that he has asked about using a well due to using one himself in the past and the possibility of having to redrill again to go deeper or losing the water supply and wanted to make this point.

Mr. Hosmer noted that if they are developing in the City of Springfield, they will be required to tap into the city's water supply and for the sewer.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to approve Z-24-2024 COD 260; Commissioner Pauly seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Broekhoven, Commissioner Gunther, Commissioner Colony, Commissioner Knuckles, Commissioner Doennig and Commissioner Scott. Nays: Commissioner Pauly. Absent: Commissioner Lebeck and Commission Ridge. Abstain: None.



Bob Hosmer, AICP
Planning Manager



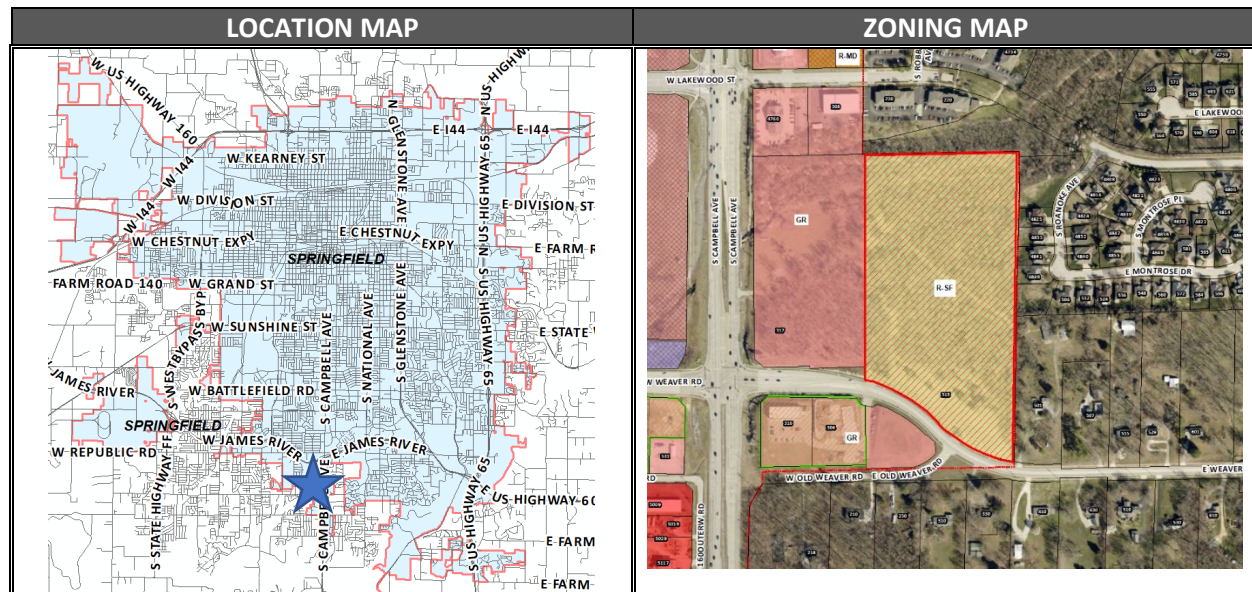
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-24-2024 with Conditional Overlay District No. 260
Location:	315 E. Weaver Road
Total Acres:	16.5 acres
Applicant:	Ward Weaver Property, LLC
Existing Land Use:	Vacant/undeveloped land
Neighborhood Meeting:	October 17, 2024
Planning and Zoning Commission:	November 7, 2024
City Council:	December 16, 2024
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-24-2024 with Conditional Overlay District No. 260 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).

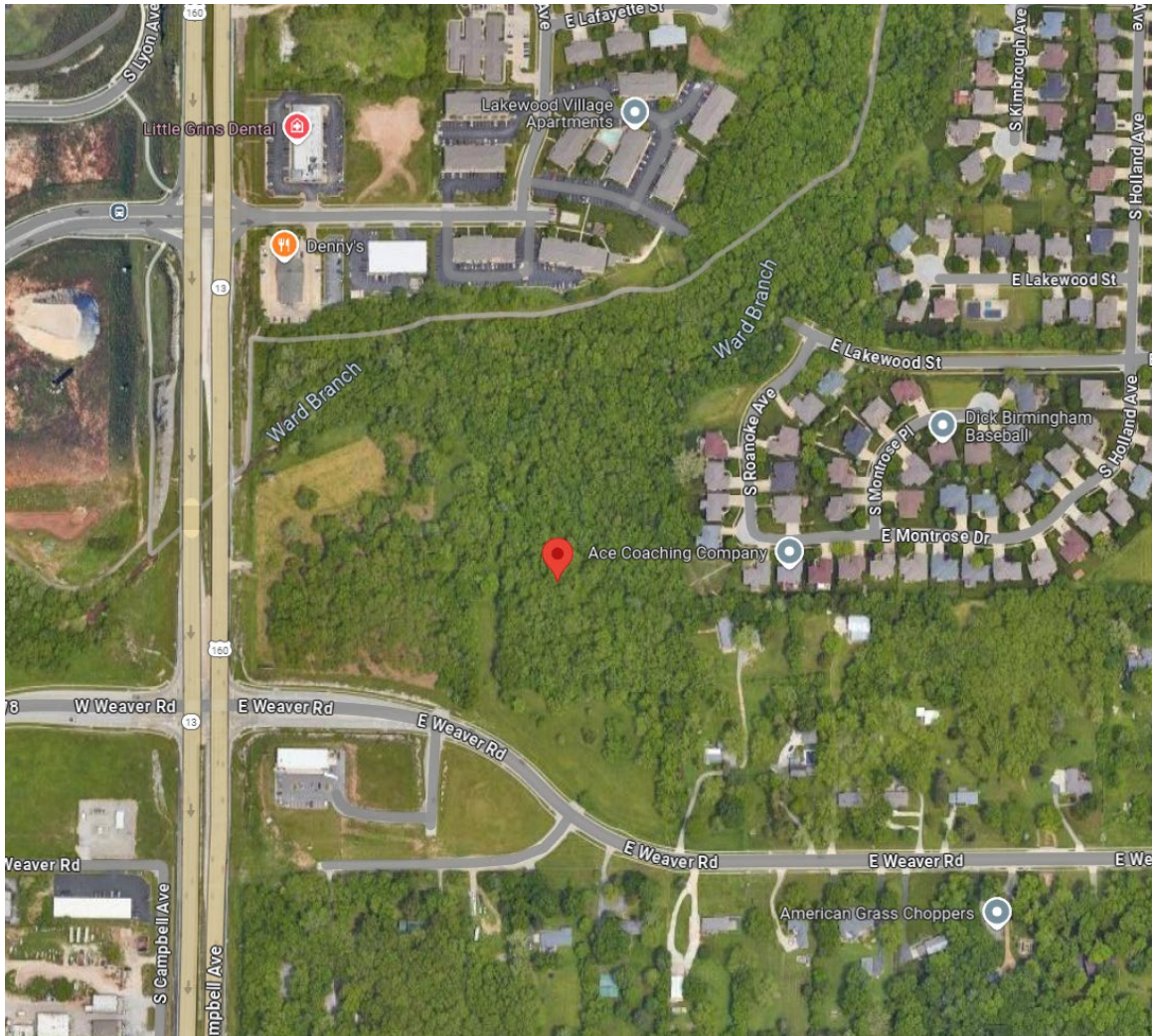
PROJECT SUMMARY:

Request to rezone approximately 16.5 acres of property generally located at 315 East Weaver Road from R-SF, Single-Family Residential District to HC, Highway Commercial District and establishing Conditional Overlay District No. 260.

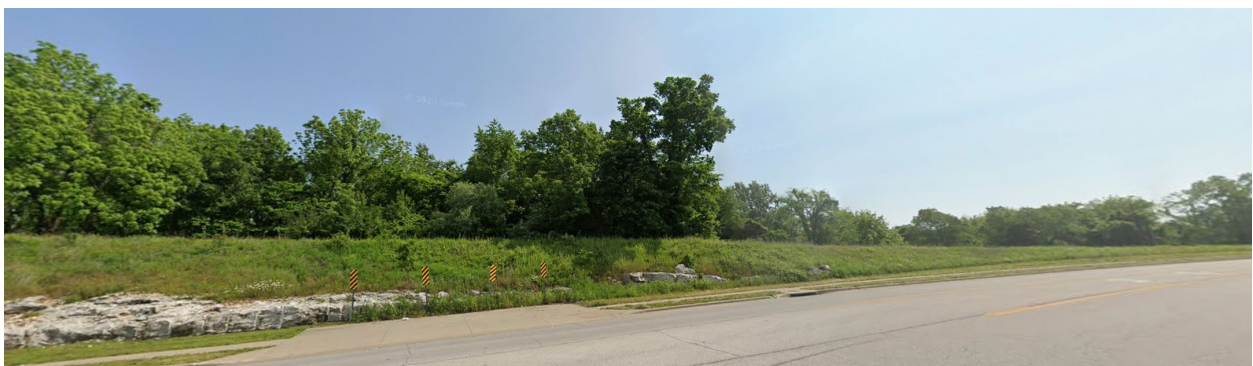


DEVELOPMENT REVIEW STAFF REPORT

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 since it was annexed in 1998.

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
Use Limitations	(a) Streets through adjacent residential areas shall not be used to provide principal access for truck traffic to any nonresidential use in this district except on streets classified as expressways, arterials, or collectors. (b) No motor vehicle repair or maintenance work shall take place outdoors within 150 feet of the boundary of any residential district. (c) All sales, display or outdoor storage areas that would be routinely disturbed because of the nature of the activity being conducted or because of vehicular traffic, except those areas of nurseries and garden centers where living plants are located, shall be paved or otherwise improved with an all-weather, dust-free surface. (d) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (e) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code.

DEVELOPMENT REVIEW STAFF REPORT

	(f) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
Maximum Structure 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

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the City Corridor placetype.

The City Corridor placetype predominantly consists of commercial and service-related development varying in scale, ranging from standalone businesses to large retail centers. City Corridors are also key locations to support and encourage multi-family developments that rely on proximity to retail, commercial services, and employment centers. Each of these use groups are best located along major roadways with high volumes of traffic. This placetype is not only highly accessible by car, but also by walking, biking, and transit. City Corridors provide a wide range of shopping, service, entertainment, and employment destinations for both residents and visitors. Common uses within the placetype include chain restaurants, gas stations, hotels, national retailers, movie theaters, smaller offices, and a variety of support services.

Primary Land Uses:

- Office, hospitality, retail sales and service
- Multi-family
- Sports complexes and recreation facilities
- Maker, artisan, and innovation spaces

Supporting Land Uses:

- Public and private schools and places of worship
- Parks, greenways, and open space
- Urban agriculture
- Universities, colleges, and vocational schools
- Personal and outdoor storage

Characteristics

TRANSPORTATION & INFRASTRUCTURE

- Access management is improved for vehicles through curb cut consolidation and cross-access between commercial properties, reducing traffic conflicts and backups.

DEVELOPMENT REVIEW STAFF REPORT

- Electric vehicle charging facilities, pedestrian and bicycle infrastructure, and automated vehicle parking and loading spaces are integrated along major corridors, installed at key destinations, and incorporated into private development plans.
- As technology, trends, and funds permit, utilities are buried or consolidated along rear property lines, reducing conflicts with street trees, pedestrian infrastructure, and viewsheds.
- Transit service is expanded along key commercial corridors over the long term with bus stops enhanced with shelters and live timetables.

URBAN DESIGN - BUILDING AND SITE TYPOLOGY:

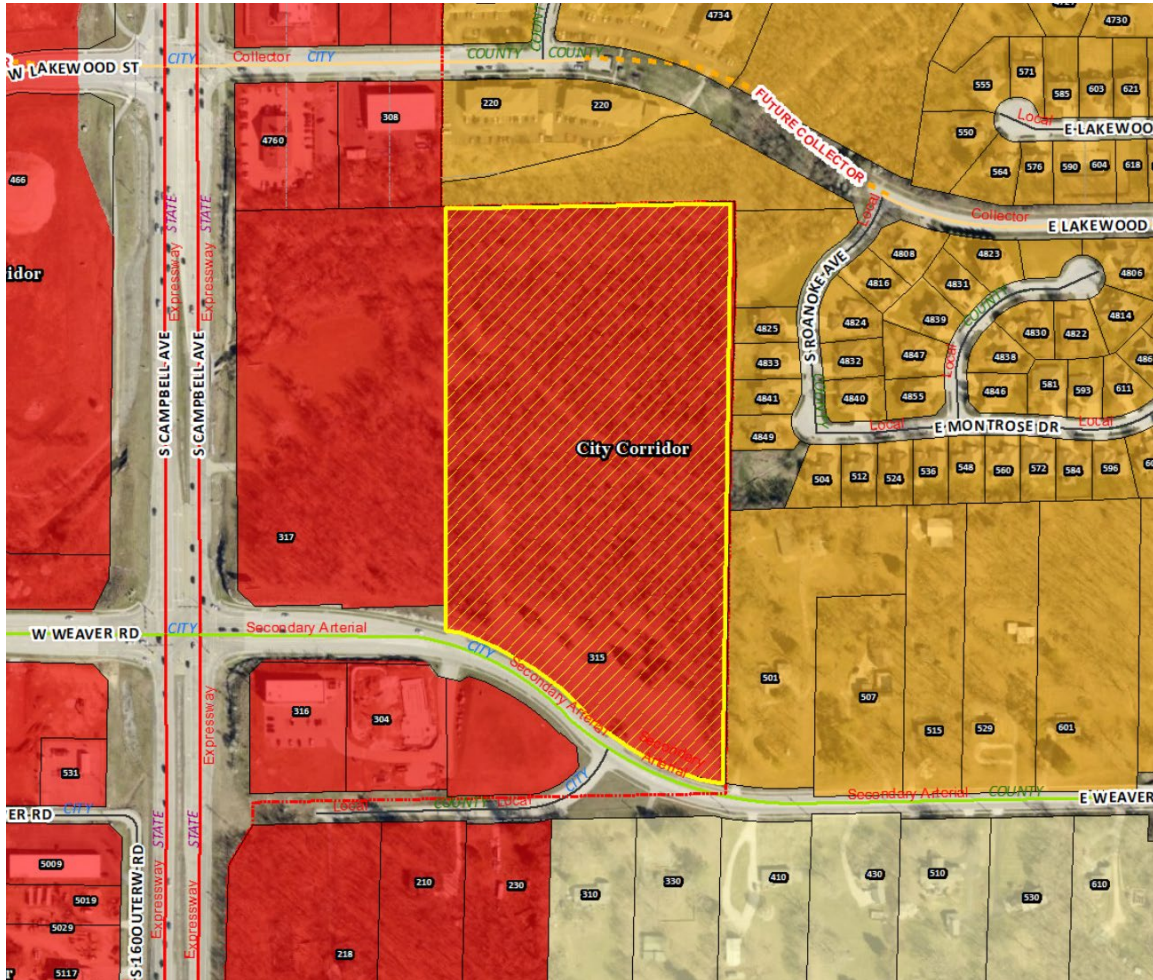
- Residential development and commercial buildings should be oriented to the street.
- Parking should be located behind or beside the primary buildings with abundant landscaping and screening to encourage greater interest and interaction between the adjoining street and the building, that contributes to community-wide quality of place.
- Pedestrian pathways within large parking lots provide safe access to business entrances.
- A greater focus on site design, parking access, massing, and building orientation are adopted to ensure development that is complementary to adjacent lower density residential development.
- Multi-story buildings designed with active ground floor spaces should be visible and inviting to increase a vibrant pedestrian environment.
- Use of quality materials, construction methods, workmanship, and design should be incorporated into new development and redevelopment.
- A mix of building heights is supported through structured site and building design strategies to soften the impact on adjacent lower intensity residential development.
- Lighting, landscaping, signage, mail, and delivery accommodations should also be proactively incorporated into the site design.
- Design should avoid the placement of mechanical equipment along major roadways or should be completely screened, along with adequate spacing for storage of waste receptacles.
- Best management practices for stormwater management are required in development projects and within public rights-of-way, such as permeable paving, rain gardens, green roofs, native landscaping, and other low impact design strategies.
- Encourage code adjustments regarding parking minimums instead of parking maximums.

TRANSITIONS:

- Office and multifamily uses can be placed on the periphery of the placetype to transition into adjacent lower density residential Placetypes.
- Higher density residential development should be integrated along existing commercial corridors in need of reinvestment, transitioning aging commercial properties to new uses and focusing future commercial development at high activity nodes.
- Commercial and higher density residential is sufficiently screened and buffered between low-density residential development.
- Multi-story buildings should be sited and designed to reduce the impact on adjacent lower intensity residential development.

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 Services, 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

The map displays a portion of the City of LakeWoods, Colorado, with various land parcels and their zoning designations. The map includes labels for major roads such as S Campbell Ave, S 1600 Outerw Rd, W Weaver Rd, S Roanoke Ave, E LakeWoods Dr, and E Weaver Rd. Zoning designations are indicated by colored overlays and text labels: GR (General Residential), R-SF (Single-Family Residential), and Secondary Arterial. The map also shows parcel numbers and the names of adjacent cities and counties.

	NORTH	SOUTH	EAST	WEST
ZONING	County PAD	GR, County R-1	County R-1	GR
LAND USE	Greenways Trail	Retail uses, single-family residential	Single-family residential	Vacant/ undeveloped
PLACETYPES	Mixed Residential	City Corridor, Traditional Neighborhood	Mixed Residential	City Corridor

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with rezoning or COD provisions. CU has 3-Phase Electric, Gas & Water available to the property.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objections with the rezoning.

FIRE DEPARTMENT:

No comments.

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	E. Weaver Road	Secondary Arterial	City	35	35	NA	No	Yes	Yes

ACCESS - 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 is the Ward Branch Greenway Trail near the property. There are no bus stops 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

No existing detention or water quality Stormwater Control Measures are present. The property is in the **Ward Branch** drainage basin. The property **is** 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 have a stream**

DEVELOPMENT REVIEW STAFF REPORT

buffer on site. A fee in lieu of on-site stormwater detention **will be dependent on further analysis of the surrounding stormwater infrastructure and downstream impacts.**

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.

a. The Ward Branch Floodplain and Floodway are present on the property. Analysis of the downstream impact for flooding is required before a fee in lieu of detention application is approved.

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.

3. Water Quality Credits are available to use in design for preserved trees and new planted trees. Landscaping and Bufferyards trees required by planning cannot be used for the water quality credits unless it is part of a SCM. Chapter 10, Section 3.1.

FLOODPLAIN

1. The Ward Branch 100 yr. Floodplain and Floodway are present on the property The Floodplain is within the area of the Stream Buffer. Any construction within the floodplain will require a floodplain permit.

NATURAL CHANNEL & STREAM BUFFERS

1. The Ward Branch stream and one tributary are present on the property. The Ward Branch stream on the north side is a Category B Small Stream requiring 160 feet wide buffer (80 feet each side). The Tributary crossing from SE to NW is a Category C Large Tributary requiring 100 feet wide buffer (50 feet each side).

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 16.5 acres of property generally located at 315 East Weaver Road from R-SF, Single-Family Residential District to HC, Highway Commercial District and establishing Conditional Overlay District No. 260. The applicant is proposing a tree and plant nursery and garden center.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the City Corridor placetype. This placetype 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 Highway Commercial District is consistent with the goals and objectives of the City Corridor placetype.
4. The applicant is proposing a HC Conditional Overlay District to limit uses that are like the GR District and uses that are opened 24/7 such as convenience stores with fuel pumps, self-service storage facilities and temporary lodging uses. It will also require a maximum building height of 45 feet in addition to the 30-degree bulk plane, provide bufferyard restrictions, require stream buffer easements, traffic study at time of development and prohibit development activity or land disturbance north of the stream buffer. This language is detailed in Attachment 1.
5. The applicant will need to provide a tree survey to allow for the provisions in Section 36-482, Bufferyards and Landscaping, that states: *Credit for existing trees*. Any trees preserved on a site in required bufferyards and perimeter landscaping areas and meeting the specifications in this section may, at the discretion of the director, be credited toward meeting the tree requirements of any landscaping provision of this section. Any tree for which credit is given shall be in a condition that encourages long-term survival and in a location that conforms to the intent and standards of this section.
6. There are also provisions in Section 36-482 that allow: *[Waiver of rules.]* The director may waive rules regarding setbacks and bufferyards to preserve trees of exceptional quality due to size, large canopy cover, trunk diameter, rareness, age, or species when written consent has been received from all owners of abutting property. Where such written consent is not filed, waiver may be granted by the board of adjustment, as a variance according to standards, notice requirements, and procedures pertaining to variances.

DEVELOPMENT REVIEW STAFF REPORT

7. The area to the north is outside the city limits in unincorporated Greene County and zoned PAD, Plot Assignment District. It is owned by Ozarks Greenways, Inc. and would not require a bufferyard per the Zoning Ordinance.
8. The subject property is in an area that has other retail, office and service uses that take advantage of easy access to Weaver Rd. and Campbell Avenue.
9. 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.
10. There are changing conditions in the area affected that make the proposed rezoning necessary. The relocation of Weaver Road occurred in 2012-2013 which split the property and brought the street further onto the property. The other corners of Campbell and Weaver have been rezoned to GR and O-2 since 2014. A CUP for the SE corner was recently approved to allow for an automotive service garage. The GR property across the street is currently being developed as a dental office.
11. The range of uses in the proposed HC district are compatible with the uses permitted on other property in the immediate vicinity. The properties to the south and west are zoned GR, General Retail District. The applicant is proposing to use the COD to prohibit certain uses allowed in the HC District other than nursery and garden stores.
12. 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.
13. 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 may require a traffic study based on the proposed use at the time of development.
14. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.
15. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied. If the R-SF property is not rezoned it could be developed into approximately 116 single-family homes or cluster development.

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:

DEVELOPMENT REVIEW STAFF REPORT

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

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1

CONDITIONAL OVERLAY DISTRICT PROVISIONS NO. 260

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. Auction sales and flea markets entirely within enclosed buildings.
 - c. Automobile service garages.
 - d. Automobile service stations.
 - e. Automobile washing businesses, including automatic, coin-operated, and moving-line facilities.
 - f. Awning and canvas sales and rental.
 - g. Boarding, rooming, and lodging houses.
 - h. Bus stations.
 - i. Campgrounds and recreational vehicle parks.
 - j. Catering businesses.
 - k. Cemeteries.
 - l. Civic, convention, and cultural centers.
 - m. Commercial off-street parking lots and structures.
 - n. Commercial outdoor recreation use group.
 - o. Convenience stores with fuel pumps.
 - p. Household resource recovery collection centers.
 - q. Manufactured housing (mobile home) and trailer sales, leasing and service.
 - r. Medical or comprehensive marijuana cultivation facility or microbusiness marijuana wholesale facility.
 - s. Medical, comprehensive or microbusiness marijuana dispensary facility.
 - t. Medical or comprehensive marijuana-infused products manufacturing type 2 post-extraction facility.

DEVELOPMENT REVIEW STAFF REPORT

- u. Telecommunication Towers of any height.
 - v. Miniature golf courses and driving ranges.
 - w. Self-service storage facilities.
 - x. Swimming pool sales and displays.
 - y. Taxi dispatch yards and offices.
 - z. Taxidermists.
 - aa. Temporary lodging use group.
 - bb. Overnight shelters or transitional service shelters.
 - cc. Conditional Uses per Section 36-422, subsection (3).
2. The maximum height for any buildings shall not exceed 45 feet above finished grade.
 3. A bufferyard type F is required along the east property line. This bufferyard shall maintain existing native and healthy trees and vegetation. A twenty (25) foot wide bufferyard or wider shall be maintained which includes existing trees and vegetation.
 4. Stream buffer easements are required at time of development per the Flood Control and Water Quality Protection Manual.
 5. A traffic study may be required at the time of development as determined by the Director of Public Works.
 6. The uses permitted in the HC district (except those prohibited above) are allowed south of the Ward Branch Small Stream buffer area. There shall be no development activity or land disturbance north of the Ward Branch Small Stream buffer area without a future rezoning amendment to the COD.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: Single Family Residential (existing zoning) Highway Commercial (proposed zoning)
2. Meeting Date & Time: OCTOBER 17, 2024 4pm to 6:30 PM.
3. Meeting Location: 315 East Weaver Road, SPRINGFIELD, MO 65810
4. Number of invitations that were sent: 66
5. How the mailing list was generated: PLANNING & ZONING IN CITY OF SPRINGFIELD GENERATED LIST
6. Number of neighbors in attendance (attach a sign-in sheet): 12-13 people plus Mex Zhan
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).

- Use City Water & NOT a Well to Water plants
CONCERNS: - Drilling a Well cause water table to Drop & AFFECTS their Well & CUTTING DOWN TREES, Preserving NATURAL Look
to INCREASED TRAFFIC & Water RUN OFF
Property Values NOT Go Down.

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

- See Letter I wrote to Daniel - Attached
- Also I think I ~~will~~ will write a letter Explains & Assures my plans to keep as many trees as possible & that I purchased the Land Because of its Natural Beauty & want to keep it Beautiful - Send it ONLY to those who attended the meeting
I already Explained the city Reasons For COD Language & give Examples

I, Michael Fessenden (print name), attest that the neighborhood meeting was held on October 17, 2024 (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."

Michael Fessenden
Signature of person completing affidavit

Michael Fessenden
Printed name of person completing affidavit

From: michael@417mrg.com
Sent: Friday, October 18, 2024 12:23 PM
To: 'Neal, Daniel'
Cc: etpetty@myronroycegardens.com
Subject: RE: SUBJECT: PROPOSED CHANGES: To change the Zoning from Single Family Residential to Highway Commercial for the purpose of constructing a

Daniel,

Overall it went well. A few angry at the beginning, but by the end many were joking that their wife would be coming over to buying plants from us. About 12 in attendance. 9 families, 9 men and 3 female spouses.

The couple who wrote you the letter by email Richard Williams, 4833 South Roanoke were there. I told them there was no plan to build behind their house for now. It was a no build area. They asked me to talk to them about buying the land directly behind them. They thought that piece of land was in the county, I explained it was all inside the Springfield city limits. I guess most of Iron bridge subdivision is in the city, except for 12 houses which are in the county.

My closest neighbor to the east, Kelly Walker, 501 East Weaver Road, was most vocal against it, the other neighbors told me after he left that's just the way he is. But by the time he was leaving, Kelly even seemed to be ok with it. He was concerned about extra water coming on to his property, and his property value going down. I told him that extra water wouldn't happen. All new construction is designed with curbs and stormwater drainage to keep water from not flowing onto the neighbors property. And I said for now I planned to just grow mums up by his corner near Weaver Road on top of the buried Star gas lines, and would use Drip irrigation, and ground cover cloth under the mums that would allow the water to pass through and be absorbed into the ground.

I don't know what the neighbors future response will be, but overall I only feel I have two or three against me, but more friendly at the end of the meeting. I showed my neighbors the simple plan of greenhouse on the West side and parking area. Many took pictures of the Stream buffer and floodplain diagram I had with me, they found that interesting. Someone asked what percentage of trees I planned to cut down. I said I don't really know, but I didn't plan to cut any tree's I didn't need to cut because it costs money to cut trees, and there is no point in doing that.

Other concerns were about increased traffic flow, property values, and a few families with water wells wanted to know if I was going to put in a water well. They were concerned with the water table dropping and affecting their well. I said, I wanted to put in a well, but was not sure about the rules for doing that, and for now I will plan to use City water, although I did not promise I would never consider installing a water well. They asked me about traffic. I said it would be really busy in April and especially in the month of May but I didn't know how much in other months. They neighbors talked out loud among themselves and decided that it wouldn't increase the traffic anymore. It was interesting to me that after they all voiced their opinions and talked among themselves they seemed to make each other more comfortable with it.

I explained that by re-zoning it commercial, they would get more protection and restrictions because of the rules and regulations involved. I explained why the city requires paved parking lots, no gravel to avoid dust, buffer screens for privacy, headlights, noise etc. I said that if it's private property the only rule is to plant a few trees in the front yard. So a private residence could cut down all the trees, and have only 2 trees in the front of their house and grass, and no stream buffer rules, so there were more benefits to them of going this way.

After everyone left, Don Dishman, 410 East Weaver Road, & Craig Rector, 310 East Weaver Road stayed behind to chit chat. And they asked me why I bought the property, their question made me realize I forgot to mention this very

important point to the neighbors. I should have explained to the neighbors that I bought the property because it is beautiful and has character, and I like the trees, and rolling hills so I can create landscaped areas to inspire people to want to do that in their own yard. Including demonstration gardens for Shade gardening, Deer and wildlife resistant plant gardens, gardens that grow under walnut trees etc. I did tell the neighbors I was planning to plant lots of new more beautiful trees that would show customers examples of what of what mature trees that we sell look like. Craig was supportive of what I was doing, and although Don Dishman's comment card said he was not a fan of commercial development, in the end he was joking his wife would be over to buy plants from us and said he was ok with what I planning to do.

The neighbors were glad it was a garden center nursery business, and not a gas station.

Anyway, We will write up the report and send it back.

Thank you for your helpful advice and support,

Michael Fessenden

Landscape Maintenance Manager



430 Shady Oaks Drive

Ozark, MO 65721

Mobile: 417-880-1547

Office: 417-443-2648

Public Neighborhood Meeting Attendance Sheet

Applicant: Michael Fessenden, Ward Weaver Property, LLC

Location: (On Site) 315 East Weaver Road, Springfield MO 65810

Time: October 17th, 2024 - 4:00p to 6:30p

	Name	Address	Phone #
1	Kelly Walker ⁺	501 E Weaver Rd	417-425-6210
2	Neal Manes ⁺	309 E Nottingham Rd	417-881-0563
3	Steve Lambert	507 E Weaver Rd	417-849-8354
4	Richard + Marilyn Williams Williams	41833 S Roanoke	417-836-3744
5	Ron Doffendorfer	210 E Weaver Rd	417-838-6792
6	Bill Horst ^{OK}	515 E Weaver Rd	417-881-1467
7	Don Dishman	410 E Weaver Rd	417-459-0229
8	Craig Reeter	310 E Weaver Rd	573-619-1826 417-529-1574
9	Michael + Jen Wirth	4841 S Roanoke	417-529-1574
10			
11			
12			
13			

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

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

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

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

The Land Use or Zoning Change Process:

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

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

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

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

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

DATE:	10/17/2024	Telephone No.	417-838-6792
YOUR NAME:	RON DEFFENDERFER		
YOUR ADDRESS:	510 E. WEAVER RD		
PROJECT ADDRESS:	315 E. WEAVER RD		

COMMENTS:

I HAVE LITTLE IF ANY OBJECTIONS TO MYRON ROGUE GARDENS.
BUT IF THIS ZONING WERE TO ASCEND, IN THE FUTURE WHERE A BUSINESS THAT COULD BE 24 HRS/DAY THAT WOULD BE A CONCERN FOR ME.

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

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

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

DATE:	10/17/24	Telephone No.	417-830-3744
YOUR NAME:	Richard Guillan S		
YOUR ADDRESS:	4833 S. Romanche		
PROJECT ADDRESS:	Springfield, Mo 65810		
COMMENTS:	Requesting a SITO MAP.		

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611
Application for Zoning Map Amendment & Planned Developments
*Fees are non-refundable

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

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

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

DATE:	10/17/2024	Telephone No.	417-425-6210
YOUR NAME:	Kelly Walker		
YOUR ADDRESS:	501 E. Weaver Rd.		
PROJECT ADDRESS:	315 E. " "		
COMMENTS:	My home is east of this development and will be significantly impacted by it. Storm water run-off is already bad. My property value will go down. I am against any change in zoning		

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611
Application for Zoning Map Amendment & Planned Developments
*Fees are non-refundable

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

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

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

DATE:	10/17/24	Telephone No.	417-849-8354
YOUR NAME:	Steve Lambert		
YOUR ADDRESS:	507 E. Weaver Rd.		
PROJECT ADDRESS:			
COMMENTS:			
There is a concern about a reduction in water table for residential properties if the business chooses to drill a well for purposes of watering the nursery inventory. This concern is for properties currently using a well for their water supply.			

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611
Application for Zoning Map Amendment & Planned Developments
*Fees are non-refundable

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

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

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

DATE:	10-17-24	Telephone No.	
YOUR NAME:	Manes		
YOUR ADDRESS:	309 E. Nottingham Lane		
PROJECT ADDRESS:			
COMMENTS:	Very concerned if you drill a well. Don't want to lose our water. Lived here 57 yrs. & have had to lower pump before. More traffic is also a concern.		

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611
Application for Zoning Map Amendment & Planned Developments
*Fees are non-refundable

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

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

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

DATE:	10/17/24	Telephone No.	417 459 0229
YOUR NAME:	Don Dishman		
YOUR ADDRESS:	410 E. Weaver		
PROJECT ADDRESS:	315 E. Weaver		
COMMENTS:	I'm NOT A FAN OF commercial development in the neighborhood HOMES ONLY PLEASE		

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611
Application for Zoning Map Amendment & Planned Developments
*Fees are non-refundable

From: marilyn.guilliams
To: Zoning@springfieldmo.gov
Subject: SUBJECT: PROPOSED CHANGES: To change the Zoning from Single Family Residential to Highway Commercial for the purpose of constructing a
Date: Monday, October 14, 2024 12:55:36 PM

This is the first time you received an email from this sender (mvguilliams@yahoo.com). Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Secured by Check Point

Greenhouse and Nursery Garden Center for Myron Gardens, Inc., Open to the Public for Retail Sale

DATE: October 14, 2024

Telephone No, (417) 830-3744

Name: Richard and Marilyn Guilliams, 4833 South Roanoke Avenue, Springfield, Mo 65810

COMMENTS: Please accept our reasons to deny this proposal:

1. Will affect our home values here in Ironbridge Subdivision.
2. The surrounding woods abound with wildlife such as deer, turkey, fox, etc.
3. The surrounding woods is now a perfect buffer to Campbell traffic and noise.
4. Why is it so important to change zoning when neighbors are impacted so a business can invade our quiet neighborhood?

Respectfully,

Marilyn & Richard Guilliams
4833 South Roanoke Avenue,
Springfield, MO 65810
Telephone: (417) 830-3744

Note; Our property is in the county, and our woods should be in the county as well..

From: marita.thomas@sbcglobal.net
To: Zoning@springfieldmo.gov
Subject: Public meeting 315 East Weaver Road, Springfield, MO 65810
Date: Tuesday, October 22, 2024 7:10:59 AM

This is the first time you received an email from this sender (marita.thomas@sbcglobal.net). Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Secured by Check Point

I am writing today to express my displeasure with the zoning request to change the above-mentioned property from Single Family Residential to Highway Commercial. I am adamantly opposed to this zoning request.

We bought our home knowing that the surrounding area was zoned residential, and we absolutely do not want the noise and traffic that would be created with this requested zoning change. Additionally, the woods surrounding our neighborhood provide a sound buffer from the traffic on S. Campbell. Both sides of Weaver Road are zoned residential except for the SW corner facing S. Campbell.

I urge the Planning and Zoning Commission to deny this rezoning request by Michael Fessenden, Ward Weaver Property, LLC.

Respectfully submitted,
Marita J. Thomas
417-838-9568
4855 S. Montrose PL
Springfield, MO 65810

From: randythomas5@sbcglobal.net
To: Zoning@springfieldmo.gov
Subject: 315 E. Weaver Rd. 65810
Date: Saturday, October 26, 2024 11:52:46 AM

This is the first time you received an email from this sender (randythomas5@sbcglobal.net). Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Secured by Check Point

It is my understanding that there is a request for zoning change at 315 E. Weaver Rd. in Springfield from residential to commercial.

We purchased our home in the west end of Iron Bridge subdivision next to where this rezoning is to take place. When choosing our home we counted on the mentioned property to stay wooded and provide a buffer from Campbell Ave. Allowing commercial business, or any development, will bring more noise and traffic to our neighborhood. The corner of Campbell and Weaver is already getting too busy.

Campbell has become a speedway and we see an increase of traffic on Weaver. Adding more commercial traffic is only adding to the problem. The location of the mentioned property would have an entrance from Weaver at the start of the curve in the roadway. I feel that would be a danger for traffic coming in and out of the property on to Weaver, especially with the current increased traffic and the speed traveled. On the other side of this mentioned property there is a driveway on Weaver Rd. in to other businesses. That driveway is at a dangerous angle for east bound traffic as the roadway narrows at that entrance. Having two entrances at that curve with increased traffic will create a problem.

We opposed any commercial zoning, or even apartment building, which would create a situation of increased noise, traffic, and possible hazards.

Randy Thomas
4855 S. Montrose Pl.
Springfield, MO 65810
randythomas5@sbcglobal.net
417-861-8019



EXPLANATION TO COUNCIL BILL 2024-276 (HORTON)

FILED: 12/26/2024

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 1.3 acres of property generally located at 1910 West Division Street and 1455 North Wabash Avenue from GM, General Manufacturing District to HC, Highway Commercial District; and adopting an updated Official Zoning Map. (By: David Rensch; 1910 West Division Street and 1455 North Wabash Avenue; Z-27-2024.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.3 acres generally located at 1910 West Division Street and 1455 North Wabash Avenue from GM, General Manufacturing to HC, Highway Commercial. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-27-2024

The applicant is requesting to rezone approximately 1.3 acres generally located at 1910 West Division Street and 1455 North Wabash Avenue from GM, General Manufacturing to HC, Highway Commercial. The applicant intends to sell the property for development of a Dollar General store.

REMARKS: The Planning and Zoning Commission held a public hearing on November 7, 2024, and recommended approval, 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 north portion of the subject property as the Business Flex placetype and the south portion as center city neighborhood placetype.
2. The Business Flex placetype includes areas with an eclectic mix of light industrial, office, storage, warehouse, and distribution centers, complemented by the occasional commercial sales and services. The property is proposed to allow

HC uses, which would allow more commercial sales and services that is intended to complement the existing uses in the area.

3. Center City Neighborhoods are Springfield's oldest residential neighborhoods, dating to before WWII. They are typically characterized by a diverse range of single-family homes with varying architectural styles, setbacks, compact and shared spaces and parcel sizes.
4. This application is consistent with the Business Flex placetype that lists retail sales as a supporting land use. This application is also consistent with the center city neighborhood placetype that lists low-intensity, neighborhood commercial as a supporting land use. This placetype recommends that neighborhood commercial should be located along higher-classification roadways on the edges of the neighborhood. The subject property is located on Division Street, a primary arterial, and on the edge of the Heart of the Westside neighborhood.
5. The range of uses in the proposed HC district is compatible with the uses permitted on other property in the immediate vicinity. The property to the west is zoned HC and has the same depth lot as the subject property.
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 few changing conditions in the area affected that make the proposed rezoning necessary.
8. The range of uses in the proposed HC district is 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.
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.



STAFF RECOMMENDATION: Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Business Flex placetype, center city neighborhood placetype and on the finding of facts above.

Submitted By: Michael Sparlin, Senior City Planner

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

- Attachments:**
1. Z-27-2024 - 1910 West Division Street and 1455 North Wabash Avenue
 2. Z-27-2024_exh A
 3. Z-27-2024_exh B
 4. Z-27-2024_exh C

One-rdg. _____
P. Hrngs. X
Pgs. 24
Filed: 12-10-24

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-276

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 1.3 acres of property generally located at 1910 West Division Street
4 and 1455 North Wabash Avenue from GM, General Manufacturing
5 District to HC, Highway Commercial District; and adopting an
6 updated Official Zoning Map.
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 1910 West Division Street and 1455 North Wabash Avenue from
11 GM, General Manufacturing District to HC, Highway Commercial District; and
12

13 WHEREAS, following proper notice, the Planning and Zoning Commission held a
14 public hearing on November 7, 2024, 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 a recommendation of approval by a vote of 7 to
17 0; 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 generally located at 1910 West Division Street and
30 1455 North Wabash Avenue and described in "Exhibit A," which is attached hereto and
31 incorporated herein by this reference, is hereby rezoned from GM, General
32 Manufacturing District to HC, Highway Commercial District. Springfield Land
33 Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is

hereby amended, changed, and modified consistent with this Ordinance.

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

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action Colin Sykes, Interim City Manager

EXHIBIT A
LEGAL DESCRIPTION

All of Lots 1, 2, 3, 4, 5 and 6; and the E1/2 of the vacated 20 feet wide alley adjacent west, all in Block 1 of Fairmount Addition to the City of Springfield, the plat of which is recorded in Greene County Plat Book D at Page 14, all in the NE1/4 of the NW1/4 of Section 15, Township 29 North, Range 22 West of the Fifth Principal Meridian, in the City of Springfield, Greene County, Missouri, being more particularly described as follows; BEGINNING at an existing 5/8" rebar at the southeast corner of said Lot 6; thence northerly, along the east line of said Block 1, also being the west right-of-way line of North Wabash Avenue, North 01°56'42" East, 299.11 feet to a 1/2" rebar set at the northeast corner of said Lot 1, said rebar being on the south right-of-way line of West Division Street; thence westerly, along said south right-of-way line, North 87°42'53" West, 190.00 feet to a cross cut in concrete driveway approach at the centerline of said vacated 20 feet wide alley; thence southerly, along said alley centerline, South 01°58'24" West, 299.77 feet to a 1/2" rebar set; thence westerly, along the westerly prolongation of the south line of said Lot 6, and along the south line of said Lot 6, South 87°54'48" East, 190.15 feet to the point of beginning, containing 1.31 acres.

EXHIBIT B
RECORD OF PROCEEDING – November 7, 2024

Z-27-2024

1910 West Division Street and 1455 South Wabash Avenue

Applicant: David Rensch

Mr. Michael Sparlin stated that this is a request to rezone approximately 1.3 acres from GM, General Manufacturing to HC, Highway Commercial.

Mr. Jordan Ryan, 2215 W. Chesterfield here to answer any questions and representing the developer.

Ms. Broekhoven closed the meeting.

Mr. Pauly expressed his appreciation for this project.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to approve Z-27-2024; Commissioner Pauly seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Broekhoven, Commissioner Gunther, Commissioner Pauly, Commissioner Colony, Commissioner Knuckles, Commissioner Doennig and Commissioner Scott. Nays: None. Absent: Commissioner Lebeck and Commission Ridge. Abstain: None.



Bob Hosmer, AICP
Planning Manager



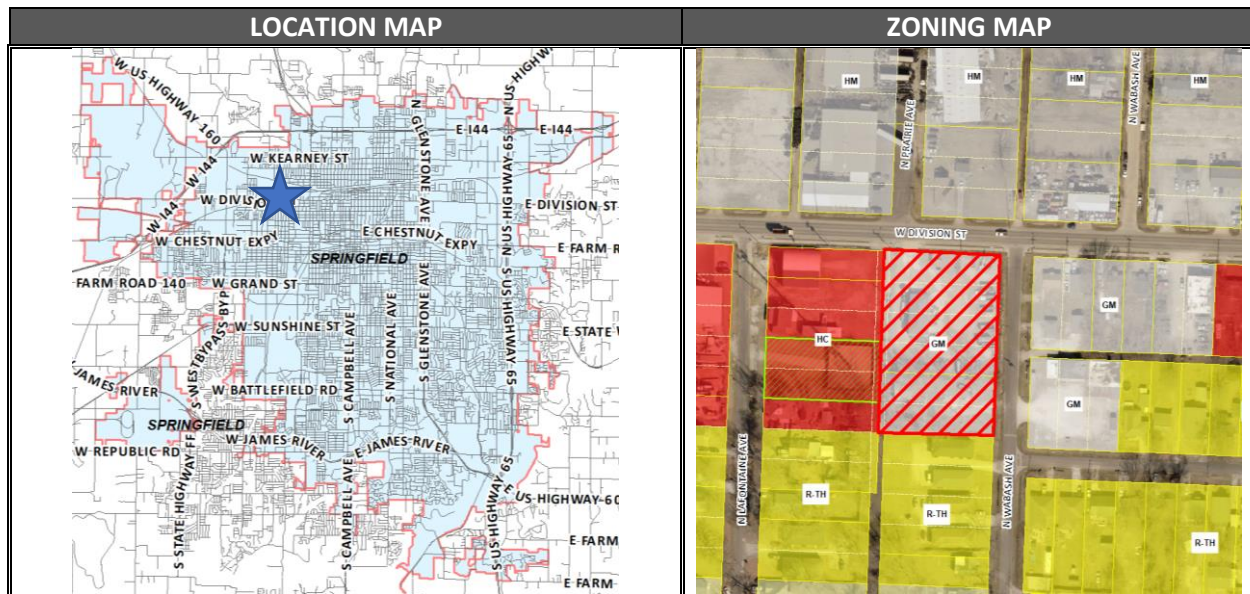
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-27-2024
Location:	1910 West Division Street and 1455 North Wabash Avenue
Total Acres:	1.3 acres
Applicant:	David Rensch
Existing Land Use:	Commercial vacant land
Neighborhood Meeting:	October 17, 2024
Planning and Zoning Commission:	November 7, 2024
City Council:	December 16, 2024
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-27-2024 (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

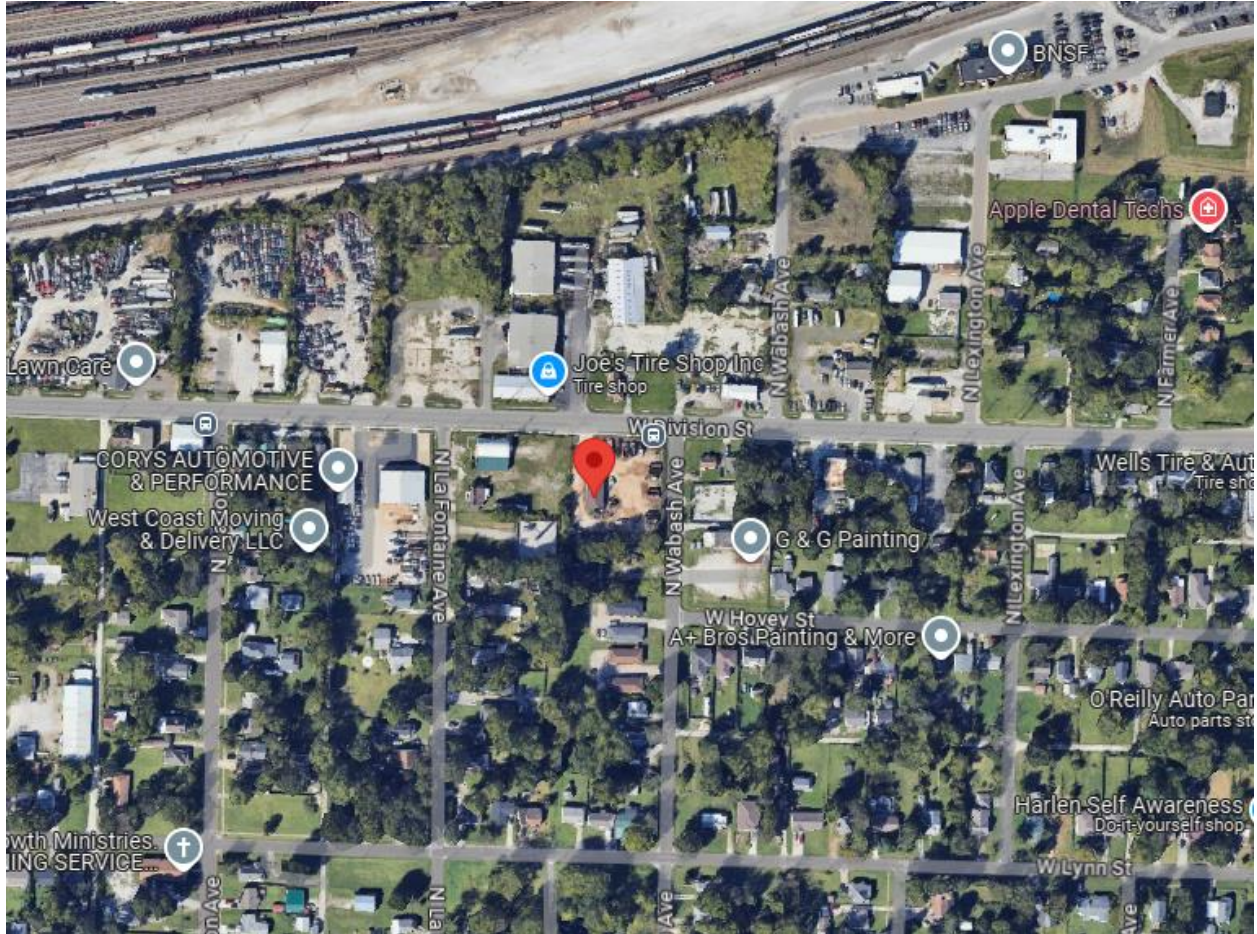
PROJECT SUMMARY:

Request to rezone approximately 1.3 acres generally located at 1910 West Division Street and 1455 North Wabash Avenue from GM, General Manufacturing to HC, Highway Commercial.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE STREETVIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

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

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

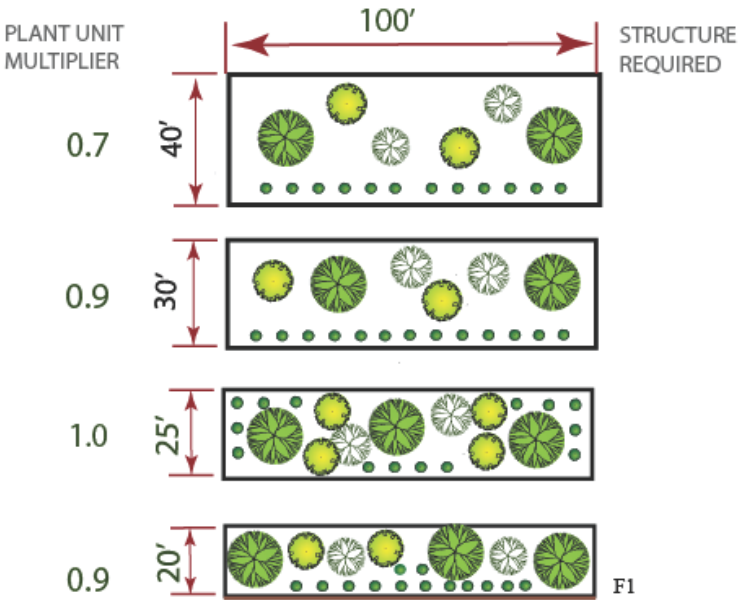
(a) Rezoning. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:

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
Use Limitations	(a) Streets through adjacent residential areas shall not be used to provide principal access for truck traffic to any nonresidential use in this district except on streets classified as expressways, arterials, or collectors. (b) No motor vehicle repair or maintenance work shall take place outdoors within 150 feet of the boundary of any residential district. (c) All sales, display or outdoor storage areas that would be routinely disturbed because of the nature of the activity being conducted or because of vehicular traffic, except those areas of nurseries and garden centers where living plants are located, shall be paved or otherwise improved with an all-weather, dust-free surface. (d) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards.

DEVELOPMENT REVIEW STAFF REPORT

	(e) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. (f) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
Maximum Structure 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
Bufferyard	A bufferyard type F will be required along the south property line adjacent to R-TH zoned property. 

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the north portion of the subject property within the Business Flex placetype.

This placetype includes areas with an eclectic mix of light industrial, office, storage, warehouse, and distribution centers, complemented by the occasional commercial sales and services. Business Flex areas are located on secondary roadways, where good street connectivity and access to major roadways and distribution routes can be easily accessed. Located in expanded areas adjacent to higher, more intense industrial uses and city corridors,

DEVELOPMENT REVIEW STAFF REPORT

Business Flex provide support services, sales, service, and supply of goods to consumers and contractors, where high visibility road frontage is not a priority. Planning for this placetype focuses on ensuring Business Flex operations have sufficient land available to expand and grow, while not dominating corridors where high visibility, retail frontage is prioritized.

Placetypes are not as rigid as zoning districts and allow for supporting or ancillary uses which complement and enhance its sense of place; as an extension of this, a single placetype is not likely to be defined by a single zoning district or even a collection of closely related zoning districts (e.g. industrial districts), but rather a mix of tangentially related zoning districts which together form a cohesive sense of place when developed with similar character, scale, and form.

Primary Land Uses:

- Maker spaces, artisan, and innovation spaces
- Personal and outdoor storage
- Light industry
- Warehousing and distribution facilities

Supporting Land Uses:

- Parks, greenways and open space
- Sports complexes and recreational facilities
- Urban agriculture
- Office, hospitality, retail sales and service
- Universities, colleges, and vocational schools Government, healthcare and institutional facilities
- Airport, railroad, and freight facilities

Characteristics

Transportation and Infrastructure

- Access management is improved for vehicles through curb cut consolidation and cross-access between commercial properties, reducing traffic conflicts and backups.
- Electric vehicle charging facilities are integrated and incentivized into development plans.
- As technology, trends, and funds permit, utilities are buried or consolidated along rear property lines, reducing conflicts with street trees, pedestrian infrastructure, and viewsheds.
- Best management practices for stormwater management are required in development projects and within public rights-of-way, such as permeable paving, rain gardens, green roofs, native landscaping, and other low impact design strategies.
- Pedestrian and bicycle infrastructure, and micro-mobility are integrated.

Urban Design- Building and Site Typology

- Perimeter landscaping screens surface parking lots that accommodate the high number of employees, vehicles, delivery, and large truck traffic.

DEVELOPMENT REVIEW STAFF REPORT

- Outside storage, auto oriented, or light industrial uses are screened from view from the right-of-way.
- Use of quality materials, construction methods, workmanship, and design should be incorporated into new development and redevelopment.
- A mix of building heights is supported through structured site and building design strategies to soften the impact on adjacent lower intensity residential development.
- Lighting, landscaping, signage, mail, and delivery accommodations should also be proactively incorporated into the site design.
- Design should discourage the placement of mechanical equipment along major roadways or should be completely screened, along with trash receptacles, and recycling bins.

Transitions

- Appropriate site design, parking access, massing, building orientation, screening, buffering, and separation standards are adopted and used to mitigate adjacent incompatible uses.
- Commercial and smaller office uses within the placetype are directed to its perimeter to provide a gradual transition into surrounding placetypes.

The *Comprehensive Plan's Land Use & Development* chapter identifies the south portion of the subject property as the Center City neighborhood placetype.

Center City Neighborhoods are Springfield's oldest residential neighborhoods, dating to before WWII. They are typically characterized by a diverse range of single-family homes with varying architectural styles, setbacks, compact and shared spaces and parcel sizes. Center City neighborhoods historically had small scale neighborhood supporting retail services provided at key intersection, streetcar routes, and neighborhood centers. These building types and commercial uses were integrated into the neighborhood fabric. Most Center City Neighborhoods follow a gridded block pattern with alleys, tree-lined streets, and a well-connected sidewalk network that allows residents to walk to nearby neighborhood amenities. Due to their compact form and proximity to urban centers, these neighborhoods are places where residents should reasonably be able to walk, bike, or ride transit to meet some of their educational, employment, shopping, and recreational needs. Center City Neighborhoods are also integrated with key cultural and institutional uses, such as schools and places of worship that serve surrounding residents. Center City Neighborhoods consist of housing of varying conditions, age, affordability, and vacancies. Opportunities for infill development are pursued where appropriate, diversifying the housing stock. Much of the housing stock uses traditional stick-framed construction with lap siding or masonry veneer. Elevated porches with columns and stoops are focal points common to homes in these areas. Infill can include higher density residential development that should blend with the surrounding character. Vacant and underutilized properties are considered for new uses, such as pocket parks, community gardens, or small neighborhood commercial nodes as well as housing. The creation of neighborhood-scale commercial should focus on the incorporation of context sensitive designs and low intensity uses to ensure integration into the surrounding area. These low intensity uses could include dining, personal services, office, and essential goods. These nodes could be located along historic streetcar routes or higher classification roadways on the edges of the

DEVELOPMENT REVIEW STAFF REPORT

neighborhood. Priority is given to the pedestrian environment to foster a walkable neighborhood. Planning for Center City Neighborhoods should strive to improve infrastructure and support the building types and uses that make these neighborhoods more complete, diverse, and accessible to residents.

PRIMARY USES

1. Single-family detached

SUPPORTING USES

1. Single-family attached
2. Low-intensity multifamily
3. Low-intensity, neighborhood commercial
4. Parks, greenways, and open space
5. Public and private schools and places of worship
6. Low-intensity urban agriculture

CHARACTERISTICS TRANSPORTATION & INFRASTRUCTURE

1. Traffic-calming measures, such as speed-humps, bump-outs, roundabouts, landscaped chicanes with integrated stormwater management, and on-street parking are used to slow traffic.
2. Best management practices for stormwater management are required in development projects and within public rights-of-way, such as permeable paving, rain gardens, green roofs, native landscaping, and other low impact design strategies.
3. Sidewalk gaps are filled, and sidewalks connect to transit routes, greenways and trails, and supportive uses are located within the neighborhood and around the perimeter.
4. Alleys provide pedestrian connections, alternative access to rear yards, detached garages, and other approved accessory uses.
5. Sense of place and identity is enhanced through neighborhood organization efforts, preservation and planting trees, neighborhood identification signs, and traffic calming improvements that double as streetscape elements.
6. As technology, trends, and funds permit, utilities are buried or are consolidated along rear property lines, reducing conflicts with street trees, pedestrian infrastructure, and viewsheds.
7. Major entrances into neighborhoods are marked by identification signs and landscaping.

URBAN DESIGN - BUILDING AND SITE TYPOLOGY - Urban design characteristics that apply to both Center City and Traditional Neighborhoods include:

1. The main entrances of new residential developments are oriented towards the primary street.
2. Preservation and adaptive reuse of neighborhood schools and surplus buildings are encouraged.
3. When appropriate, adaptive reuse of residential structures for low-intensity, neighborhood-scale nonresidential uses, including missing middle housing types, is encouraged at neighborhood nodes and along edges.

DEVELOPMENT REVIEW STAFF REPORT

4. Accommodations are made to allow expanded home occupations, without detracting from the character of the neighborhood, being conscious of changing trends and advances in technologies.
5. New and infill buildings maintain the proportions and architectural features common in the existing block.
6. When commercial buildings are located within or adjacent to the neighborhood, they are oriented to the street, focus on pedestrian-scale, and provide limited vehicle parking.

Center City Neighborhood Urban design characteristics unique to Center City Neighborhood character area include:

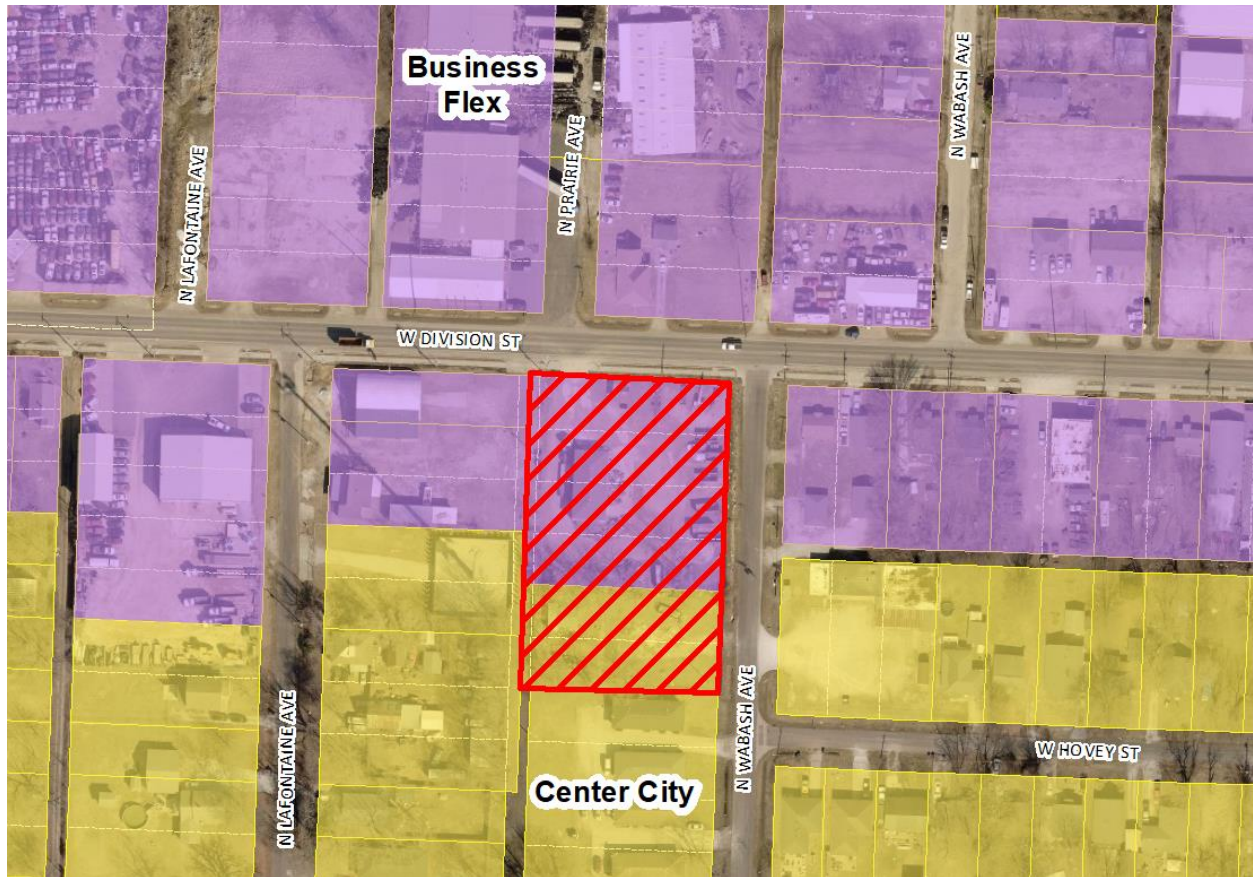
1. Residential subdivisions are designed and platted in more conventional layouts with shorter blocks.
2. Lots have a variety of widths, depths, and setbacks creating unique identity from neighborhood to neighborhood.
3. While not as common, attached and detached garages provide limited parking options and create a greater demand for on-street parking.
4. Garages reflect the architectural style and scale of the primary buildings and are often setback well behind the front facade.
5. Driveways are often accessed from the rear alley and are shared or absent in exchange for sidewalks to the front door or porch, which provides increased on-street parking opportunities.
6. Properties and neighborhoods eligible for local historic designation are continually identified and preserved.
7. Key corridors that offer transit and other multimodal, trail, or greenway connections can be enhanced with increased housing and neighborhood scale services, shops, and dining.
8. Low-impact, neighborhood-scale commercial uses should be considered at locations where community facilities and amenities or other informal neighborhood hubs already exist, at former streetcar stops, along the edges of the neighborhood or at other significant neighborhood destinations.
9. Neighborhood parks, community centers, greenway or trailheads, museums, gardens, schools, and churches can serve as anchors for neighborhood commercial hubs.

Transitions:

1. A “stepped down” approach is used to transition from higher density/intensity residential and non-residential uses to single-family residential homes and uses, with greater densities/intensities located on higher functioning roadways, at the periphery of the neighborhood.
2. Lower density residential uses are sufficiently screened and buffered between higher density housing and nonresidential uses.
3. The design of higher density residential uses integrated into the Residential Neighborhood Placetype should complement the scale and character of the surrounding neighborhood. Attention should be given to building height, orientation, architectural style, and setback to ensure the existing neighborhood character is retained.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



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

- **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype
- **Supporting Land Use:**
Less prevalent and serve to support the primary land use.
- ◇ **Low Intensity Supporting Land Use:**
Less prevalent and serve to support the primary use at neighborhood scale

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	HM	R-TH	GM	HC
LAND USE	Residential, auto sales and services	Duplex	Residential single-family, commercial warehouse	Roofing business
PLACETYPES	Business Flex	Center City neighborhood	Business flex, Center City neighborhood	Business flex, Center City neighborhood

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

DEVELOPMENT REVIEW STAFF REPORT

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:

	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. Division Street	Primary Arterial	City	50	30	6,846	No	Yes	Yes
Street 2	N. Wabash Avenue	Local	City	30	30	NA	Yes	Yes	No

ACCESS - 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 (1) bus stop on Division 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

No existing detention or water quality Stormwater Control Measures are present. The property is in the **Upper Wilsons Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the local or downstream area. The city **is not** aware of a sinkhole 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**.

Please note that development of the property will be subject to the following conditions at the time of development:

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

DEVELOPMENT REVIEW STAFF REPORT

DETENTION 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. Detention for flood control is required and no fee in lieu of detention application is supported.
2. A 10' wide drainage easement is on Lot 4 of the rezoned area. This drainage easement is transferring runoff from the roadside culvert to the west. During permitting this drainage easement and culvert will have to be accommodated or replaced with similar infrastructure to continue drainage pattern to the west.

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.
3. Water Quality Credits are available to use in design for preserved trees and new planted trees. Landscaping and Bufferyards trees required by planning cannot be used for the water quality credits unless it is part of a SCM. Chapter 10, Section 3.1.

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

1. Stormwater Control Measures are the responsibility of the property owner or property owners' association to maintain, repair, and update unless the agreement is made with the City to operate. Operation and maintenance agreements are required for any permanent stormwater control measures.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 1.3 acres generally located at 1910 West Division Street and 1455 North Wabash Avenue from GM, General Manufacturing to HC, Highway Commercial. The applicant intends to sell the property for a Dollar General store.

DEVELOPMENT REVIEW STAFF REPORT

2. The *Comprehensive Plan's Land Use & Development* chapter identifies the north portion of the subject property as the Business Flex placetype and the south portion as center city neighborhood placetype.
3. The Business Flex placetype includes areas with an eclectic mix of light industrial, office, storage, warehouse, and distribution centers, complemented by the occasional commercial sales and services. The property is proposed to allow HC uses which would allow more commercial sales and services that is intended to complement the existing uses in the area.
4. Center City Neighborhoods are Springfield's oldest residential neighborhoods, dating to before WWII. They are typically characterized by a diverse range of single-family homes with varying architectural styles, setbacks, compact and shared spaces and parcel sizes.
5. This application is consistent with the Business Flex placetype that lists retail sales as a supporting land use. This application is also consistent with the center city neighborhood placetype that lists low-intensity, neighborhood commercial as a supporting land use. This placetype recommends that neighborhood commercial should be located along higher classification roadways on the edges of the neighborhood. The subject property is located on Division Street, a primary arterial, and on the edge of the Heart of the Westside neighborhood.
6. The range of uses in the proposed HC district is compatible with the uses permitted on other property in the immediate vicinity. The property to the west is zoned HC and has the same depth lot as the subject property.
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 few changing conditions in the area affected that make the proposed rezoning necessary.
9. The range of uses in the proposed HC district is 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.
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.

DEVELOPMENT REVIEW STAFF REPORT

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 Business Flex placetype, center city neighborhood 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: GM to HC
(existing zoning) (proposed zoning)
2. Meeting Date & Time: October 17, 4:00pm to 6:30 pm
3. Meeting Location: 1910 W. Division
4. Number of invitations that were sent: _____
5. How the mailing list was generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 4
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

1. Brian Paschall 510 North Fulbright--He was a former president of a northside neighborhood association and was supportive of the project due to a lack of grocery options in the area.

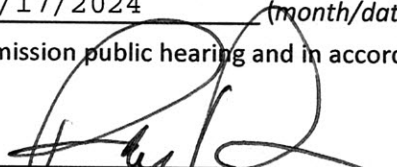
2. Matt Hurd--1446 North Lafontaine--Neighbor to the rear was concerned that it might attract homeless people. (security lighting will be part of project)

3. Jim and Rhonda Blakey--Neighbors to the rear came to see what was proposed and were thrilled that it would be a new store as the old one is in horrible shape.

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

No written comments

I, Rusty Doss (print name), attest that the neighborhood meeting was held on 10/17/2024 (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

Rusty Doss

Printed name of person completing affidavit

Postcard (1)

Brian Paschall 510 N. Fulbright Ave.
Springfield MO 65802-4540 417-861-4954

Postcard (2)

Matt Hurd 1446 N. LaFontaine, Springfield, MO

Postcard (3)

Jan Blakey
Rhonda Blakey

(4)

DATE:	10-2-24	Telephone No.	417-831-4836
YOUR NAME:	Rebecca L. Hardaway		
YOUR ADDRESS:	2007 W. Lynn Street		
PROJECT ADDRESS:	1910 West Division Street		

COMMENTS: Due to health issues I am unable to attend meeting. I depend on this Dollar General Store as do a lot of people in the neighborhood; elderly that walk, people on bicycles, single mothers walking with small children + babies in strollers. When gas tank low, I can coast down there + have enough gas in tank to get home. "Saves a trip to Walmart!" The bypass is way too far. Please buy both buildings there + make one large store. So many of us rely on this store daily! Thank you!

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611

Application for Zoning Map Amendment & Planned Developments

*Fees are non-refundable

Rebecca Hardaway



EXPLANATION TO COUNCIL BILL 2024-277 (MCGULL)

FILED: 12/26/2024

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 3 acres of property generally located at 1914 East Blaine Street from GM, General Manufacturing District to IC, Industrial Commercial District; and adopting an updated Official Zoning Map. (By: AVS Sunset, LLC; 1914 East Blaine Street; Z-28-2024.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 3 acres generally located at 1914 East Blaine Street from GM, General Manufacturing to IC, Industrial Commercial. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-28-2024

The applicant is requesting to rezone approximately 3 acres generally located at 1914 East Blaine Street from GM, General Manufacturing to IC, Industrial Commercial. The applicant intends to operate a car sales business on the subject property. The existing GM district does not allow retail sales.

REMARKS: The Planning and Zoning Commission held a public hearing on November 7, 2024, and recommended approval, by a vote of 7 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant is requesting to rezone approximately 3 acres generally located at 1914 East Blaine Street from GM, General Manufacturing to IC, Industrial Commercial. The applicant intends to operate a car sales business on the subject property. The existing GM district does not allow retail sales.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Business Flex placetype. This placetype includes areas

with an eclectic mix of light industrial, office, storage, warehouse, and distribution centers, complemented by the occasional commercial sales and services. The property is proposed to allow HC uses, which would allow more commercial sales and services that is intended to complement the existing uses in the area.

3. This application is consistent with the Business Flex placetype that lists retail sales as a supporting land use.
4. Located in expanded areas adjacent to higher, more intense industrial uses and city corridors, Business Flex provides support services, sales, service, and supply of goods to consumers and contractors, where high visibility road frontage is not a priority. The IC uses can support the uses in this area while not dominating or needing high visibility.
5. The IC district is intended to allow industrial operations and activities in combination with commercial uses in those areas where the combination of such uses is consistent with adopted policies and plans.
6. The range of uses in the proposed IC district is compatible with the uses permitted on other property in the immediate vicinity.
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 few changing conditions in the area affected that make the proposed rezoning necessary.
9. The range of uses in the proposed IC district is 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.
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 Business Flex placetype and on the finding of facts above.

Submitted By: Michael Sparlin, Senior City Planner

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

- Attachments:**
1. Z-28-2024 - 1914 East Blaine Street
 2. Z-28-2024_exh A
 3. Z-28-2024_exh B
 4. Z-28-2024_exh C

One-rdg. _____
P. Hrngs. X
Pgs. 23
Filed: 12-10-24

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-277

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 3 acres of property generally located at 1914 East Blaine Street
4 from GM, General Manufacturing District to IC, Industrial
5 Commercial District; and adopting an updated Official Zoning Map.
6
7

8 WHEREAS, an application has been filed for a zoning change of the property
9 generally located at 1914 East Blaine Street from GM, General Manufacturing District to
10 IC, Industrial Commercial District; and
11

12 WHEREAS, following proper notice, the Planning and Zoning Commission held a
13 public hearing on November 7, 2024, a copy of the Record of Proceedings from said
14 public hearing being attached hereto and incorporated herein by this reference as
15 "Exhibit B," and said Commission made a recommendation of approval by a vote of 7 to
16 0; 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 1914 East Blaine Street and
29 described in "Exhibit A," which is attached hereto and incorporated herein by this
30 reference, is hereby rezoned from GM, General Manufacturing District to IC, Industrial
31 Commercial District. Springfield Land Development Code, Section 36-306, 'Official
32 zoning map and rules for interpretation,' is hereby amended, changed, and modified
33 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 Approved as to form: Laura Vales, Assistant City Attorney

56
57 Approved for Council action: Collin Sykes, Interim City Manager
58
59

EXHIBIT A
LEGAL DESCRIPTION

Lot 1 of Reed's Subdivision, a subdivision in Springfield, Greene County, Missouri.

EXHIBIT B
RECORD OF PROCEEDING – November 7, 2024

Z-28-2024
1914 East Blaine Street
Applicant: AVS Sunset, LLC

Michael Sparlin stated that this is a request to rezone approximately 3 acres from GM, General Manufacturing to IC, Industrial Commercial.

Mr. Anatoliy Svidenko, 1914 E. Blaine Street and here to answer any questions.

Ms. Broekhoven closed the meeting.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to approve Z-287-2024;
Commissioner Colony seconded the motion. It **Passed** with the following vote: Ayes:
Commissioner Broekhoven, Commissioner Gunther, Commissioner Colony,
Commissioner Knuckles, Commission Pauly, Commissioner Doennig, and
Commissioner Scott. Nays: None. Absent: Commissioner Lebeck and Commission
Ridge. Abstain: None.

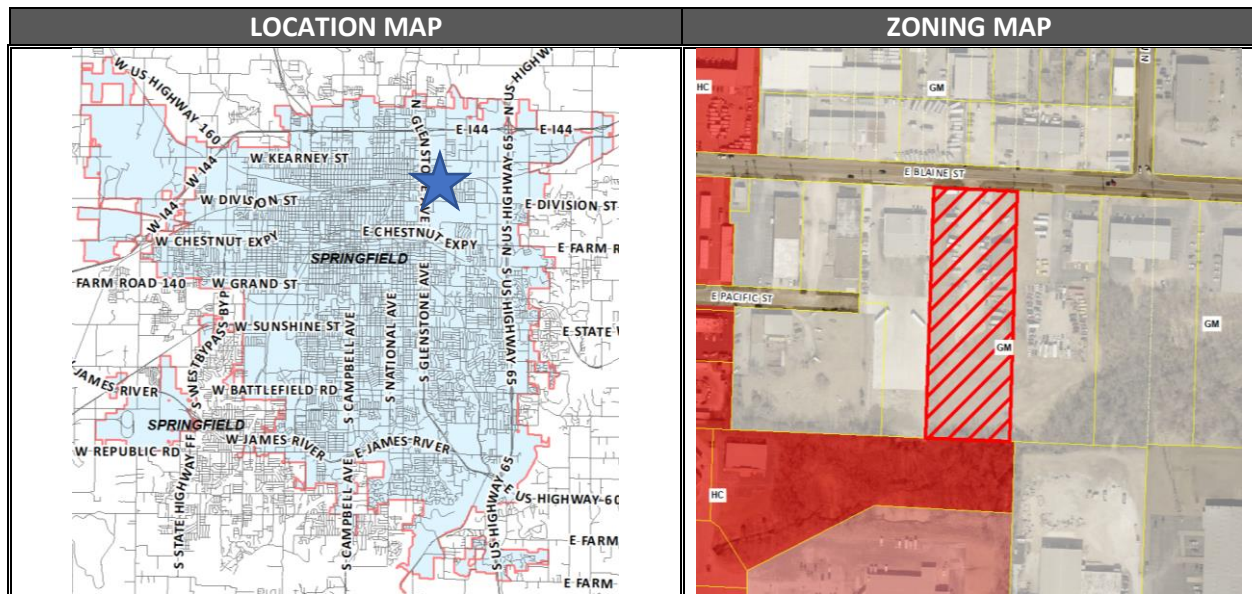


Bob Hosmer, AICP
Planning Manager

PROJECT INFORMATION

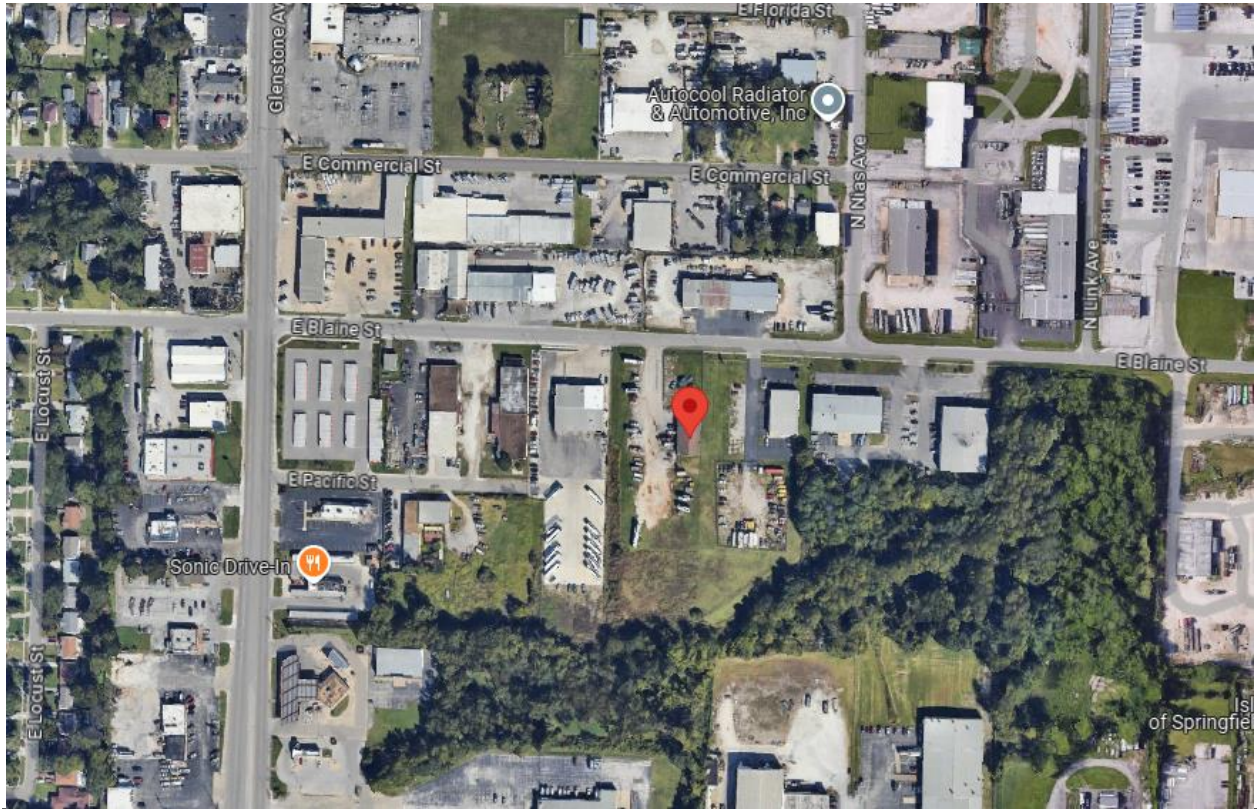
Case Number:	Z-28-2024
Location:	1914 East Blaine Street
Total Acres:	3 acres
Applicant:	AVS Sunset LLC
Existing Land Use:	Commercial garages
Neighborhood Meeting:	October 17, 2024
Planning and Zoning Commission:	November 7, 2024
City Council:	December 16, 2024
Public Notification:	Mail, posted property, 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-28-2024 (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

Request to rezone approximately 3 acres generally located at 1914 East Blaine Street from GM, General Manufacturing to IC, Industrial Commercial.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE STREETVIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

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

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 IC DISTRICT
Use Limitations	(a) No dust, particulate matter, or noxious or toxic matter of any sort shall be emitted or discharged at any time. (b) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (c) All industrial operations and activities, except off-street parking and loading facilities and storage, shall be conducted wholly inside a building, or buildings. (d) Storage may be maintained outside a building inside yards or rear yards if such storage area is screened from public streets, designated arterials, or greater street classifications, and from other property, except property located in an IC, LI, GM, or HM district. (e) All outdoor storage shall be at least 100 feet from any residential district boundary.

DEVELOPMENT REVIEW STAFF REPORT

	(f) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. (g) No building shall be used for residential purposes except that a watchman or custodian may reside on the premises. (h) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
Minimum Lot Size	Not applicable to the IC District
Maximum Height	Not applicable to the IC District
Bulk Plane	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundaries of any R-SF or R-TH district.
Minimum Yard Requirements	1. <i>Front yard:</i> a. 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. b. Fifteen feet along a street classified as a local street or as required by section 36-453, supplemental open space, and yard regulations. 2. <i>Side yards:</i> None, except as required by section 36-453, supplemental open space, and yard regulations, and the bufferyard requirements in subsection (8). 3. <i>Rear yards:</i> None, except as required by the bufferyard requirements in subsection (8)).
Minimum Open Space	Not less than 15 percent of the total lot area shall be devoted to open space including required yards and bufferyards unless modified in accordance with subsection 36-482(15). Open space shall not include areas covered by buildings, structures, parking, loading and other paved areas and internal streets. Open space shall contain living ground cover and other landscaping materials.
Design Requirements	(a) A site plan meeting the requirements of section 36-360, site plan review, shall be submitted and approved. (b) A landscape plan meeting the requirements of section 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted, and approved.

DEVELOPMENT REVIEW STAFF REPORT

	(c) All off-street parking and vehicular use areas shall be screened from all residential uses in accordance with section 36-480, screening, and fencing. (d) All outdoor storage and refuse storage areas shall be screened from view in accordance with section 36-480, screening, and fencing. (e) Mechanical and electrical equipment, including air conditioning units, shall be screened from view in accordance with section 36-480, screening, and fencing. (f) Lighting shall be designed to reflect away from any adjacent or nearby residential area and in accordance with section 36-484, lighting standards. (g) Accessory buildings and structures shall meet the requirements of section 36-450, accessory structures and uses.
Buffering and Landscaping	Whenever any development in an IC industrial commercial district is located adjacent to a different zoning 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 *Comprehensive Plan's Land Use & Development* chapter identifies the north portion of the subject property within the Business Flex placetype.

This placetype includes areas with an eclectic mix of light industrial, office, storage, warehouse, and distribution centers, complemented by the occasional commercial sales and services. Business Flex areas are located on secondary roadways, where good street connectivity and access to major roadways and distribution routes can be easily accessed. Located in expanded areas adjacent to higher, more intense industrial uses and city corridors, Business Flex provide support services, sales, service, and supply of goods to consumers and contractors, where high visibility road frontage is not a priority. Planning for this placetype focuses on ensuring Business Flex operations have sufficient land available to expand and grow, while not dominating corridors where high visibility, retail frontage is prioritized.

Placetypes are not as rigid as zoning districts and allow for supporting or ancillary uses which complement and enhance its sense of place; as an extension of this, a single placetype is not likely to be defined by a single zoning district or even a collection of closely related zoning districts (e.g. industrial districts), but rather a mix of tangentially related zoning districts which

DEVELOPMENT REVIEW STAFF REPORT

together form a cohesive sense of place when developed with similar character, scale, and form.

Primary Land Uses:

- Maker spaces, artisan, and innovation spaces
- Personal and outdoor storage
- Light industry
- Warehousing and distribution facilities

Supporting Land Uses:

- Parks, greenways and open space
- Sports complexes and recreational facilities
- Urban agriculture
- Office, hospitality, retail sales and service
- Universities, colleges, and vocational schools Government, healthcare and institutional facilities
- Airport, railroad, and freight facilities

Characteristics

Transportation and Infrastructure

- Access management is improved for vehicles through curb cut consolidation and cross-access between commercial properties, reducing traffic conflicts and backups.
- Electric vehicle charging facilities are integrated and incentivized into development plans.
- As technology, trends, and funds permit, utilities are buried or consolidated along rear property lines, reducing conflicts with street trees, pedestrian infrastructure, and viewsheds.
- Best management practices for stormwater management are required in development projects and within public rights-of-way, such as permeable paving, rain gardens, green roofs, native landscaping, and other low impact design strategies.
- Pedestrian and bicycle infrastructure, and micro-mobility are integrated.

Urban Design- Building and Site Typology

- Perimeter landscaping screens surface parking lots that accommodate the high number of employees, vehicles, delivery, and large truck traffic.
- Outside storage, auto oriented, or light industrial uses are screened from view from the right-of-way.
- Use of quality materials, construction methods, workmanship, and design should be incorporated into new development and redevelopment.
- A mix of building heights is supported through structured site and building design strategies to soften the impact on adjacent lower intensity residential development.
- Lighting, landscaping, signage, mail, and delivery accommodations should also be proactively incorporated into the site design.

DEVELOPMENT REVIEW STAFF REPORT

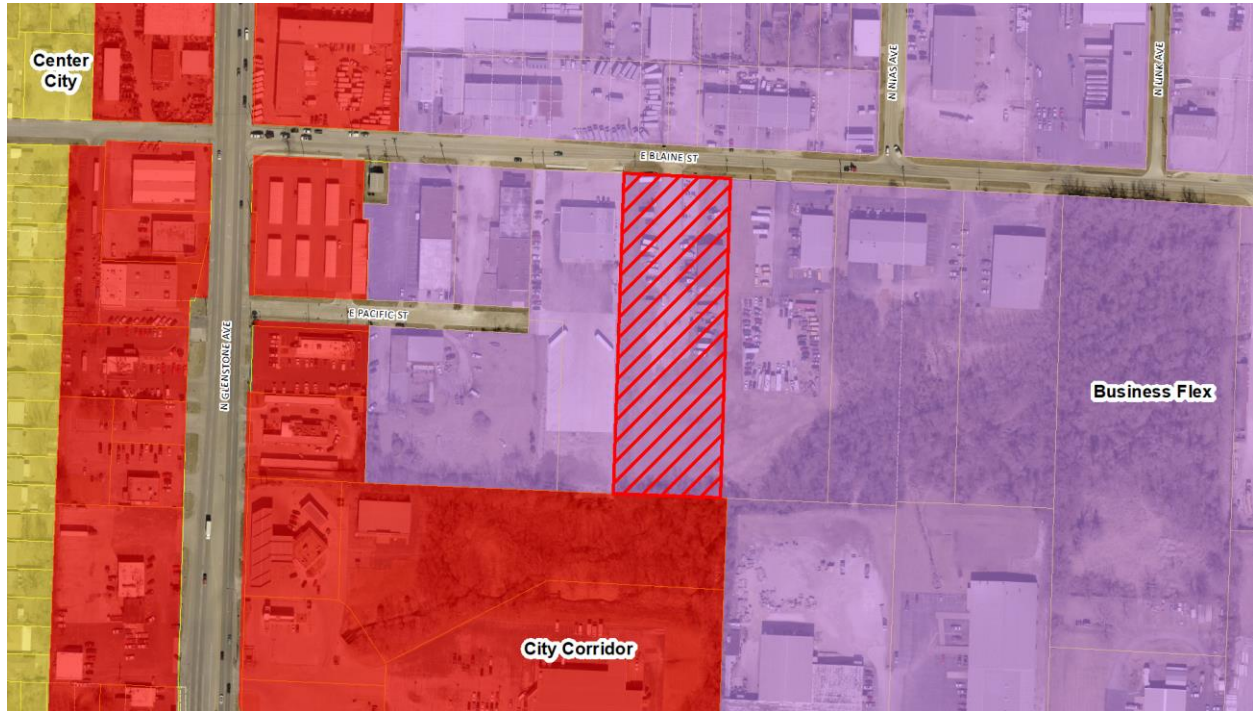
- Design should discourage the placement of mechanical equipment along major roadways or should be completely screened, along with trash receptacles, and recycling bins.

Transitions

- Appropriate site design, parking access, massing, building orientation, screening, buffering, and separation standards are adopted and used to mitigate adjacent incompatible uses.
- Commercial and smaller office uses within the placetype are directed to its perimeter to provide a gradual transition into surrounding placetypes.

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

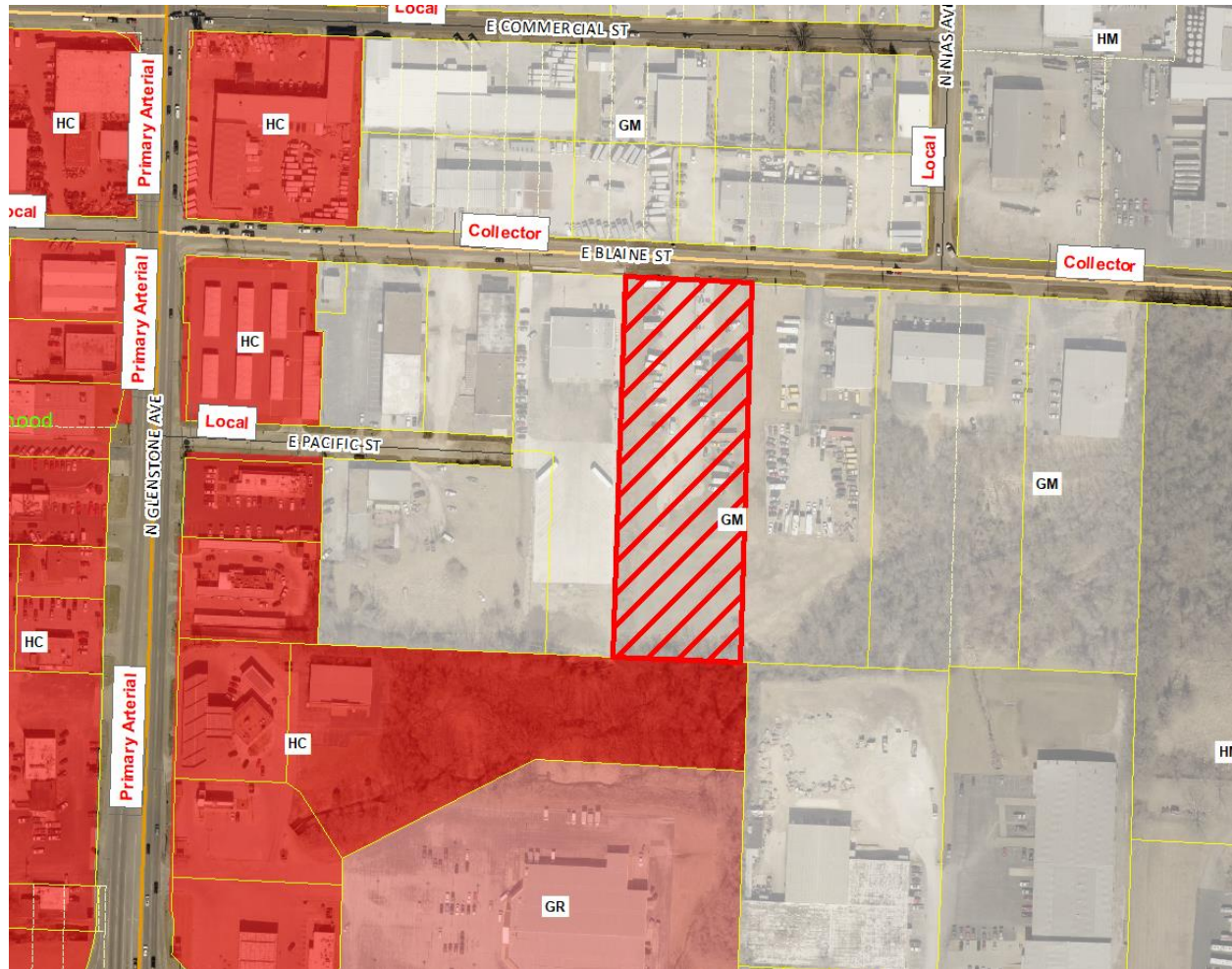
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **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	HC	GM	GM
LAND USE	Commercial garages	Vacant land	Commercial warehouses	Commercial garages
PLACETYPES	Business Flex	City Corridor	Business Flex	Business Flex

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

DEVELOPMENT REVIEW STAFF REPORT

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:

	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. Blaine Street	Collector	City	30	30	NA	No	Yes	No

ACCESS - 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 three (3) bus stops on Glenstone Avenue 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

The property has an existing regional basin on the south side. The property is in the **Jordan Creek North Branch** drainage basin. The property **is** 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 have a stream buffer on site**.

A fee in lieu of on-site stormwater detention **is not applicable because detention is already provided**.

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. Detention for flood control provided by Reed's Subdivision Lots 1-2 (6PW5763).

DEVELOPMENT REVIEW STAFF REPORT

WATER QUALITY REQUIREMENTS

1. Water Quality is provided by Reed's Subdivision Lots 1-2 (6PW5763).

FLOODPLAIN

1. The Jordan Creek North Branch 100-year Floodplain and Floodway is present on the SE corner of the property.



NATURAL CHANNEL & STREAM BUFFERS

1. Category C Large Tributary Stream located on the SE corner of the property. The Stream requires a 50 feet wide Stream Buffer Easement on both sides. At time of development the Stream Buffer Easement requires recording.

DEVELOPMENT REVIEW STAFF REPORT**SINKHOLES & KARST FEATURES**

N/A

ADDITIONAL STORMWATER REQUIREMENTS

1. Stormwater Control Measures are the responsibility of the property owner or property owners' association to maintain, repair, and update unless the agreement is made with the City to operate. Operation and maintenance agreements are required for any permanent stormwater control measures.

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 3 acres generally located at 1914 East Blaine Street from GM, General Manufacturing to IC, Industrial Commercial. The applicant intends to operate a car sales business on the subject property. The existing GM district does not allow retail sales.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Business Flex placetype. This placetype includes areas with an eclectic mix of light industrial, office, storage, warehouse, and distribution centers, complemented by the occasional commercial sales and services. The property is proposed to allow HC uses which would allow more commercial sales and services that is intended to complement the existing uses in the area.
3. This application is consistent with the Business Flex placetype that lists retail sales as a supporting land use.
4. Located in expanded areas adjacent to higher, more intense industrial uses and city corridors, Business Flex provide support services, sales, service, and supply of goods to consumers and contractors, where high visibility road frontage is not a priority. The IC uses can support the uses in this area while not dominating or needing high visibility.
5. The IC district is intended to allow industrial operations and activities in combination with commercial uses in those areas where the combination of such uses is consistent with adopted policies and plans.
6. The range of uses in the proposed IC district is compatible with the uses permitted on other property in the immediate vicinity.
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 few changing conditions in the area affected that make the proposed rezoning necessary.
9. The range of uses in the proposed IC district is 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.

DEVELOPMENT REVIEW STAFF REPORT

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 Business Flex 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: General Manufacturing to Industrial Commercial
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 10-17-24 4:00pm - 6:30 pm
3. Meeting Location: 1914 E Blaine st. Springfield, MO 65803
4. Number of invitations that were sent: _____
5. How the mailing list was generated: _____
6. Number of neighbors in attendance (attach a sign-in sheet): One
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

No comments by neighbor. She was just curious what the meeting was about.

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

No issues or comments by neighbors

I, Anatoliy Svidenko (print name), attest that the neighborhood meeting was held on 10-17-24 (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."

Anatoliy Svidenko
Signature of person completing affidavit

Anatoliy Svidenko
Printed name of person completing affidavit

~~Blank~~ Sign-IN Sheet 10-17-24

Lizzy Cook / 810 350 1994 / 1900 E. Blaine St. Springfield mo 65803



EXPLANATION TO COUNCIL BILL 2024-281 (CARROLL)

FILED: 12/26/2024

ORIGINATING DEPARTMENT: Police

TITLE: A special ordinance authorizing the City Manager, or designee, to accept the United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant, in the amount of \$179,612.00, and to enter into an interlocal agreement with Greene County outlining the division of the grant funds; and amending the budget for the Springfield Police Department for Fiscal Year 2024-2025 in the amount of \$179,612.00.

PURPOSE: To authorize the City Manager, or designee, to accept the Edward Byrne Memorial Justice Assistance Grant from the United States Department of Justice and to enter into an interlocal agreement with Greene County, outlining the division of the grant funds; amending the budget for the Springfield Police Department for Fiscal Year 2024-2025 in the amount of \$179,612.

BACKGROUND INFORMATION: The JAG formula for allocation of state and local government funds is determined based on population and crime data reported to the Federal Bureau of Investigation. Based on this formula, the City of Springfield is eligible for grant monies. JAG does not require matching funds. However, as noted in the attachment, a disparate allocation exists between the City and Greene County, with the County bearing more than 50 percent of the costs of prosecution and incarceration that arise from the Part I Crimes. Jurisdictions identified as disparate must submit a joint application in order to be awarded any funds. The amount of funds to be distributed to each entity and the purpose for which the funds will be used must be included in the application. An Interlocal Agreement must be completed between the parties identifying the amount each has agreed to accept.

The joint application award amount is \$179,612. The City and Greene County have agreed to divide the funds with approximately 60% going to the City and 40% going to the County. The City will receive \$107,767.20 and the County will receive \$71,844.80. The City will establish an account for the joint application award amount and reimburse the County for their share. The City of Springfield Police Department will use their share of the funds to purchase network storage, fingerprint scanners, iPads for commanders, monitors for the auditorium, helmets and communication devices. Greene County will use their share of the funds to purchase 12 license plate reader ("LPR") capable camera systems for patrol vehicles.

Submitted By: Tad Peters, Police Major



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

- Attachments:**
1. Police JAG grant ordinance
 2. Police JAG grant Ex A
 3. 044 Police JAG Grant Ex B - Budget Adjustment

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 12-10-24

Sponsored by: Carroll

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-281

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to accept the United States
2 Department of Justice, Edward Byrne Memorial Justice Assistance
3 Grant, in the amount of \$179,612.00, and to enter into an interlocal
4 agreement with Greene County outlining the division of the grant
5 funds; and amending the budget for the Springfield Police
6 Department for Fiscal Year 2024-2025 in the amount of
7 \$179,612.00.
8 _____
9

10 WHEREAS, the City of Springfield, Missouri ("City") and Greene County,
11 Missouri ("County") have previously partnered to apply for and accept the United States
12 Department of Justice, Edward Byrne Memorial Justice Assistance Grant ("JAG"); and
13

14 WHEREAS, the joint application award amount is \$179,612.00, with the City
15 receiving \$107,767.20 (60%) and the County receiving \$71,844.80 (40%); and
16

17 WHEREAS, the JAG terms require law enforcement agencies to enter into an
18 interlocal agreement regarding division of the funds awarded under the grant.
19

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

23 Section 1 – The City Manager, or designee, is hereby authorized to accept the
24 Edward Byrne Memorial Justice Assistance Grant from the United States Department of
25 Justice and to enter into an interlocal agreement with Greene County for the purpose of
26 carrying out the terms of the grant, in a form substantially similar to that agreement
27 which is attached hereto and incorporated herein by reference as "Exhibit A."
28

29 Section 2 – The budget of the Springfield Police Department for Fiscal year
30 2024-2025 is hereby amended in the accounts and in the amounts as shown on Budget
31 Adjustment No. 044, a copy of which is attached hereto and incorporated herein by
32 reference as "Exhibit B."
33

Section 3 – The City Council hereby finds that the budget adjustment made

34 above has been recommended by the City Manager.

35
36 Section 4 – The City Manager, or designee, is directed to cause the appropriate
37 accounting entries to be made in the books and records of the City.

38
39 Section 5 –This Ordinance shall be in full force and effect from and after
40 passage.

41
42 Passed at meeting: _____

43
44 _____
45 Mayor

46
47 Attest: _____, City Clerk

48
49 Filed as Ordinance: _____

50
51 Approved as to form:  _____, Assistant City Attorney

52
53
54 Approved for Council action:  _____, Interim City Manager
55

INTERLOCAL AGREEMENT
BETWEEN CITY OF SPRINGFIELD, MISSOURI AND GREENE COUNTY, MISSOURI
2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _____ day of _____, 20____, by and between the County of Greene, acting by and through its governing body, the Greene County Commission, hereinafter referred to as County, and the City of Springfield, acting by and through its governing body the City Council, hereinafter referred to as City, both of Greene County, State of Missouri, witnesseth:

WHEREAS, this Agreement is made under the authority of City Council, Ordinance _____, passed _____, 20____; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the City agrees to provide the County \$71,844.80 from the JAG award for the Law Enforcement Equipment Program; and

WHEREAS, the City and County believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the County and City agree as follows:

Section 1. City agrees to pay the County a total of \$71,844.80 of the total JAG funds of \$179,612. The City's share is \$107,767.20

Section 2. County agrees to use \$71,844.80 for the Law Enforcement Program before the deadline set by JAG.

Section 3. The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. The County hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions.

Section 4. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 6. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 7. The County hereby agrees to comply with all requirements of the award, including the Special Conditions and Civil Rights requirements. They will complete a letter stating this and provide to the City.

Section 8. The County agrees to provide a letter stating they have complied with all financial conditions after they have been reimbursed for purchases.

CITY OF SPRINGFIELD, MISSOURI

GREENE COUNTY, MISSOURI

By: _____
City Manager or Designee

By: _____
Presiding Commissioner

Attest:

By: _____
Commissioner 1st District

By: _____
Commissioner 2nd District

City Clerk

Attest:

Approved as to Form:

By: _____
Greene County Clerk

City Attorney or Designee

Approved as to form:

CERTIFICATE OF DIRECTOR OF FINANCE

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

By: _____
Greene County Counselor

CERTIFICATE OF AUDITOR

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

Director of Finance or Acting Director

Auditor Certification

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
044

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25220	18	92510	416010	103463		179,612.00	FY2025 Dept. of Justice, Edward Byrne Memorial Justice Assistance Grant (JAG)
Net Revenue Adjustment						179,612.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25220	18	92510	501190	103463		107,767.00	Tools and Equipment
25220	18	92510	504620	103463		71,845.00	Specialty Services
Net Expenditure Adjustment						179,612.00	

Fund Balance Appropriation:

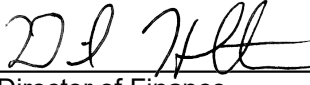
Fund	Title	Amount

Explanation: To amend the FY2024-2025 budget and appropriate funds for the Edward Byrne Memorial Justice Assistance Grant (JAG) from the United States Department of Justice for equipment for the Springfield Police Department and Greene County Law Enforcement Program.

Requested By:

AMANDA LIVINGSTON 12/6/24
Department Head Date

Approved By:

 12-11-2024
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2024-281
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2024-282 (LEE)

FILED: 12/26/2024

ORIGINATING DEPARTMENT: Fire

TITLE: A general ordinance amending the Springfield City Code, Chapter 106 'Traffic and Vehicles,' Article VI, 'Stopping Standing and Parking,' Division 3, 'Method of Parking,' by amending section 106-300, 'Stopping, standing or parking prohibited in certain places;' amending the Springfield City Code, Chapter 106 'Traffic and Vehicles,' Article II, 'Administration and Enforcement,' Division 1, 'Generally,' by amending section 106-78. 'Police and fire department officials authorized to enforce traffic regulations and direct traffic;' and amending the Springfield City Code, Chapter 106 'Traffic and Vehicles,' Article II, 'Administration and Enforcement,' Division 2, 'Violations and Procedure Upon Arrest,' by amending section 106-95. 'Placing of citations on illegally parked vehicles; presumption of responsibility for violation,' and section 106-96 "Authority of persons appointed as conservators of the peace.'

PURPOSE: Amending Chapter 106 of the Code of Ordinances of the City of Springfield, Missouri, through modification to Chapter 106 Traffic and Vehicles, Article VI Stopping, and Parking, Section(s) 106-78, relating to police and fire department officials authorized to enforce traffic regulations and direct traffic; 106-95, relating to placing of citations on illegally parked vehicles and presumption of responsibility for violation; 106-96 relating to the authority of persons appointed as conservators of the peace; and 106-300 relating to the stopping, standing, or parking prohibited in certain places.

BACKGROUND INFORMATION: The Fire Department employs Fire Marshals, who are commissioned as law enforcement officers by the Police Department. This Council Bill contains proposed revisions to City Code to enhance enforcement related to illegally parked vehicles and provide increased flexibility for Fire Marshals to assist the Police Department in the event of an emergency.

Under the existing Fire Code, when a vehicle is illegally parked in a fire lane, Code does not allow for a ticket to be placed on the vehicle. A Fire Marshall must wait for the driver to return to the vehicle and issue the ticket to the driver personally. The proposed revisions would allow for the vehicle to be ticketed in the same manner as other illegally parked vehicles.

Additionally, City Code currently allows for the Fire Department to assist the Police Department in directing traffic at the scene of a fire. The proposed revisions would provide increased flexibility by allowing sworn Fire Marshals to provide assistance to the Police Department when needed to meet the demands of an emergency other than a fire.



Submitted By: David Pennington, Fire Chief

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

Attachments: 1. Amending Chapter 106 _Ord

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 12-10-24

Sponsored by: Lee

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-282

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 106 'Traffic and Vehicles,' Article
2 VI, 'Stopping Standing and Parking,' Division 3, 'Method of
3 Parking,' by amending section 106-300, 'Stopping, standing or
4 parking prohibited in certain places;' amending the Springfield City
5 Code, Chapter 106 'Traffic and Vehicles,' Article II, 'Administration
6 and Enforcement,' Division 1, 'Generally,' by amending section
7 106-78. 'Police and fire department officials authorized to enforce
8 traffic regulations and direct traffic;' and amending the Springfield
9 City Code, Chapter 106 'Traffic and Vehicles,' Article II,
10 'Administration and Enforcement,' Division 2, 'Violations and
11 Procedure Upon Arrest,' by amending section 106-95. 'Placing of
12 citations on illegally parked vehicles; presumption of responsibility
13 for violation,' and section 106-96 "Authority of persons appointed as
14 conservators of the peace.'

15
16
17 WHEREAS, the Springfield Fire Department currently employs Fire Marshals,
18 who are commissioned as law enforcement officers by the Springfield Police
19 Department; and

20
21 WHEREAS, Fire Marshals assist in the enforcement of certain provisions of City
22 Code, including where vehicles are illegally parked in a fire lane; and

23
24 WHEREAS, under current City Code, a Fire Marshal cannot ticket a vehicle
25 illegally parked in a fire lane and must issue the citation to the driver of the vehicle
26 personally; and

27
28 WHEREAS, the Fire Department is proposing amending City Code to allow
29 vehicles illegally parked in fire lanes to be ticketed by Fire Marshalls in the same
30 manner as other illegally parked vehicles; and

31
32 WHEREAS, current City Code allows for Fire Department officials to assist the
33 Police Department in directing traffic at the scene of a fire; and

WHEREAS, the Fire Department is proposing amending City Code to allow Fire Marshals to provide assistance to the Police Department when necessary to meet the demands of an emergency other than a fire.

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

NOTE: Underlined language is being added and ~~stricken~~ language is being deleted.

Section 1 – Springfield City Code, Chapter 106 ‘Traffic and Vehicles,’ Article VI, ‘Stopping Standing and Parking,’ Division 3, ‘Method of Parking,’ 106-300, ‘Stopping, standing or parking prohibited in certain places’ is hereby amended as follows:

Section 106-300. - Stopping, standing or parking prohibited in certain places.

(a) *Designation*. No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or traffic control device, in any of the following places:

- (1) On a sidewalk or parkway.
- (2) In front of a public or private driveway or within five feet thereof.
- (3) Within an intersection.
- (4) along the edge of the roadway for a distance of eight (8) feet in either direction from an imaginary line drawn from the center of a public or private fire hydrant to the closest edge of a roadway.
- (5) On a crosswalk or within twenty (20) feet thereof.
- (6) Within thirty (30) feet from the approach to any flashing beacon, stop sign, yield-right-of-way sign or traffic control signal located at the side of a roadway.
- (7) Between a safety zone and the adjacent curb or with thirty (30) feet of points on the curb immediately opposite the ends of a safety zone, unless the traffic engineer has indicated a different length by signs or markings.
- (8) Within twenty (20) feet of the nearest rail of a railroad crossing.
- (9) Within fifteen (15) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of such entrance when properly signposted.
- (10) Along or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic.
- (11) On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
- (12) Upon any bridge, viaduct, overpass, underpass, or any other type of grade separation, and upon the approaches to same.
- (13) In front of or within ten (10) feet of a mailbox.
- (14) In front of any place of business assembly during the period of public

80 assemblage therein or of a principal exit or entrance to a school, hotel,
81 theater, hospital or public building.
82 (15) So as to obstruct or impede traffic in any manner.
83 (16) In the median area of any roadway, whether paved or unpaved,
84 curbed or not curbed, and on the roadway adjacent to such median areas.
85 (17) On a bicycle path or bicycle lane.
86 (18) Within an area designated as no parking.
87 (19) Within an area designated as a fire lane.
88 (20) Within an area designated for police vehicles.

89
90 (b) *Signs not required for enforcement.* Notwithstanding any other requirement of
91 this chapter, no signs shall be required to be posted at any of the locations
92 enumerated in this section for the enforcement of this section. For locations
93 requiring designation as described in parts (18)(19), or (20) of subsection (a) of
94 this section, designation may be accomplished through the use of signs or the
95 use of visible markings on the roadway, parking lot, or curb.

96
97 Section 2 – Springfield City Code, Chapter 106 ‘Traffic and Vehicles,’ Article II,
98 ‘Administration and Enforcement,’ Division 1, ‘Generally,’ section 106-78. ‘Police and
99 fire department officials authorized to enforce traffic regulations and direct traffic’ is
100 hereby amended as follows:

101
102 Sec. 106-78. - Police and fire department officials authorized to enforce traffic
103 regulations and direct traffic.

104
105 It shall be the duty of the officers of the police department or such officer as are
106 assigned by the chief of police to enforce all street traffic laws of this city and all
107 of the state vehicle laws applicable to street traffic in this city. Officers of the
108 police department or such officers as are assigned by the chief of police are
109 hereby authorized to direct all traffic by voice, hand or signal in conformance with
110 the traffic laws; provided that in the event of a fire or other emergency or to
111 expedite traffic or to safeguard pedestrians, officers of the police department may
112 direct traffic as conditions may require, notwithstanding the provisions of the
113 traffic regulations. Officers of the fire department, when at the scene of a fire, or
114 when authorized by the City Manager, may direct traffic or assist the police in
115 directing traffic thereat or in the immediate vicinity. and assist in enforcement of
116 city ordinances related to public safety.

117
118 Section 3 – Springfield City Code, Chapter 106 ‘Traffic and Vehicles,’ Article II,
119 ‘Administration and Enforcement,’ Division 2, ‘Violations and Procedure Upon Arrest,’
120 section 106-95. ‘Placing of citations on illegally parked vehicles; presumption of
121 responsibility for violation,’ is hereby amended as follows:

122
123 Sec. 106-95. - Placing of citations on illegally parked vehicles; presumption of
124 responsibility for violation.
125

(a) Whenever any motor vehicle without a driver is found parked or stopped in violation of any of the restrictions imposed by City Code~~this chapter~~, the officer finding such vehicle shall take its registration number and may take any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to such vehicle a traffic citation, on a form provided by the city, for the driver or registered owner to answer the charge against him during the hours and at a place specified in the citation.

(b) The presence of any vehicle in or upon any public street or public parking lot in the city or the presence of any vehicle in a fire lane or handicap parking space established pursuant to city code and whose presence is in violation of any provision of this Code or other city ordinance regulating the parking of such vehicle shall be prima facie evidence that the person in whose name such vehicle is registered, on either the records of the director of finance of the city or the records of the district director of revenue of the state for the county, committed or authorized such violation.

Section 4 – Springfield City Code, Chapter 106 ‘Traffic and Vehicles,’ Article II, ‘Administration and Enforcement,’ Division 2, ‘Violations and Procedure Upon Arrest,’ section 106-96 “Authority of persons appointed as conservators of the peace.” is hereby amended as follows:

Sec. 106-96. - Authority of persons appointed as conservators of the peace.

(a) The city manager is hereby authorized to appoint handicapped parking control officers to act as conservators of the peace and may in addition appoint certain other persons as conservators of the peace provided such persons are employed as park rangers for the Springfield-Greene County Parks Department, officers of the Springfield Fire Department, security guards by or on behalf of a public library, or as public school, college or university security guards, office or office center, retail store or retail shopping center, hotel, motel, hospital or medical clinic, nursing or convalescent home, or industry or industrial center security guards, or security guards employed by or on behalf of a community improvement district, urban conservation district or historic district. Park rangers shall have upon appointment the authority to enforce city parking ordinances, enforce rules, regulations and ordinances pertaining to handicapped parking, and enforce all park rules, regulations and ordinances while on park property. Public library, school, college or university security guards shall have upon appointment the authority to issue citations for any parking violation of this Code. Handicapped parking control officers shall have authority to issue citations and enforce rules, regulations and ordinances pertaining to handicapped parking within the corporate limits of the city. Persons employed as security guards by or on behalf of a community improvement district shall, upon appointment, have authority to issue citations for any parking violations of this Code that occur within the limits of the community improvement district. Persons employed as security guards by or on behalf of a historic district or urban conservation district shall

upon appointment, have authority to issue citations for any parking violations of this Code that occur within the limits of the historic district or an urban conservation district and parking lots 1 and 2. Security guards employed by office or office centers, retail store or shopping centers, hotels, motels, hospitals or medical clinics, industries or industrial clinics, nursing or convalescent homes, industries or industrial centers shall, upon appointment have, the authority to issue citations for any violation of the ordinances of the city pertaining to handicapped parking or parking in a fire lane, provided the fire lane has been previously designated and approved by the fire chief of the city.

(b) Upon finding an illegally parked vehicle, the designated conservators of the peace shall take its registration number and may take any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to such vehicle a traffic citation on a form provided by the city for the driver or registered owner to answer the charge against him during the hours and at the place specified in the citation.

(c) The city manager shall have the power to place appropriate restrictions upon such persons with respect to enforcement of these laws.

(d) Upon the city manager determining that there is a traffic problem caused by employees leaving or entering an industrial facility during a change in work shift, the city manager may appoint and authorize a conservator of the peace employed by the industry or security service employed by such industry to direct traffic at exits and entrances to the facility, provided the industry agrees to indemnify and hold harmless the city from any and all liabilities arising therefrom. The city manager may also authorize such conservators of the peace to enforce section 106-79.

(e) College or university security guards shall have authority to enforce section 106-452 when authorized by the city manager.

(f) The city manager is hereby authorized to appoint employees of the contract manager of the Jordan Valley Car Park, and persons employed as security guards under contract with the city for patrol of parking facilities in the Jordan Valley Park Parking District, as conservators of the peace who shall have authority to issue citations in accordance with this section for any off-street violations of this Code within the limits of the Jordan Valley Parking District.

Section 5 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability incurred nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 6 – Severability Clause. If any section, subsection, sentence, clause, or

phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 7 – This Ordinance shall be in full force and effect from and after passage.

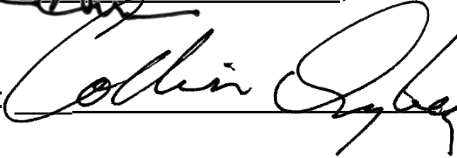
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____ Interim City Manager



EXPLANATION TO COUNCIL BILL 2024-283 (HOSMER)

FILED: 12/26/2024

ORIGINATING DEPARTMENT: Fire

TITLE: A general ordinance amending the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32, 'Amendments and additions,' Section 903.4.1, relating to monitoring of sprinkler systems.

PURPOSE: A general ordinance amending the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32, 'Amendments and additions,' through deletion of language contained within Section 903 of the 2018 International Fire Code, Automatic Sprinkler Systems, Subsection 903.4.1, Monitoring.

BACKGROUND INFORMATION: The Springfield Fire Department ("SFD") consistently seeks opportunities to enhance the Fire Prevention Code by refining its language, processes, and application of the International Fire Code ("IFC") to better serve the business and development communities.

The SFD seeks to amend Chapter 9, Fire Protection and Life Safety Systems, Section 903, Automatic Sprinkler Systems, subsection 903.4.1, Monitoring, through the deletion of a timing requirement for modification of existing fire sprinkler systems installed preceding the adoption of the 2018 IFC.

Remarks: This is a revision to a local addendum to the IFC. This modification is in compliance with the intent and purpose of the Fire Code. This modification does not lessen health, life, or fire safety requirements.

Submitted By: David Pennington, Fire Chief

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

Attachments: 1. Fire Prevention Code Amendment

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 12-10-24

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024 -283

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,'
2 Article II, 'Fire Prevention Code,' Section 54-32, 'Amendments and
3 additions,' Section 903.4.1, relating to monitoring of sprinkler systems.
4 _____

5
6 WHEREAS, on July 2, 2018, City Council adopted the 2018 Edition of the
7 International Fire Code ("Fire Code") by General Ordinance 6463; and
8

9 WHEREAS, on December 13, 2021, City Council adopted General Ordinance
10 6699, which amended Springfield City Code, Chapter 54 'Fire Prevention and
11 Protection,' Article II, 'Fire Prevention Code,' Section 54-32, 'Amendments and
12 additions,' Section 903.4.1, 'Monitoring,' to modify the system monitoring requirements
13 for automatic sprinkler systems.
14

15 WHEREAS, the Fire Department regularly identifies opportunities for improved
16 safety and has determined that certain alterations of the Fire Code are appropriate to
17 meet the needs of the community; and
18

19 WHEREAS, the Fire Department recommends that the Fire Code be amended to
20 allow for the continued operation of automatic sprinkler monitoring systems installed
21 prior to the adoption of the 2018 International Fire Code.
22

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

26 NOTE: Underlined language is being added and ~~stricken~~ language is being
27 deleted.
28

29 Section 1 – City Council hereby amends the Springfield City Code, Chapter 54
30 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32,
31 'Amendments and additions,' Section 903.4.1, 'Monitoring,' as follows:
32

903.4.1 Monitoring. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved supervising station or, where approved by the fire code official, shall sound an audible signal at a constantly attended location.

Any sprinkler system failing to monitor the valves, other than the below listed exceptions, will not be allowed to be "green tagged". Those systems shall be "yellow tagged" by the inspection company. ~~The issue shall be remedied within twelve months or by the next inspection of the sprinkler system. Failure to complete the remedy within the time allowed shall demand the sprinkler system to be "red tagged".~~

New and existing Occupancies undergoing renovation affecting the fire sprinkler system, or a change of use of occupancy, shall also comply with the monitoring requirements of this section.

Exceptions:

1. Underground key or hub valves in roadway boxes provided by the municipality or public utility are not required to be monitored.
2. Underground key or hub valves in roadway boxes for the purpose of use as a segment control or isolation valve when use of a post indicator valve is not practical, and upon the approval of the fire code official.
3. Backflow prevention device test valves located in limited area sprinkler system supply piping shall be locked in the open position. In occupancies required to be equipped with a fire alarm system, the backflow preventer valves shall be electrically supervised by a tamper switch installed in accordance with the NFPA 72 and separately annunciated.
4. Backflow prevention device control valves located external to the structure, or located within a vault, must be secured control valve to control valve by a chain of one-quarter of one-inch thickness and secured by a padlock. A padlock key shall stay with the property manager, and a padlock key shall be placed in a key box in compliance with Section 506 of this Code.

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

Section 3 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby

declares that it would have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, Interim City Manager



EXPLANATION TO COUNCIL BILL 2024-284 (HORTON)

FILED: 12/26/2024

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance approving the First Amended and Restated Redevelopment Plan for the 521 Boonville Redevelopment Area, which is generally located along the west side of North Boonville Avenue between West Tampa Street and West Phelps Street; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; and authorizing certain tax abatement within the plan area.

PURPOSE: To approve the First Amended and Restated Redevelopment Plan for the 521 Boonville Redevelopment Area, which is generally located along west side of North Boonville Avenue between West Tampa Street and West Phelps Street, and declare the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorize certain tax abatement within the plan area.

BACKGROUND INFORMATION: 521 North Investments, LLC (Applicant) has filed an amended and restated redevelopment plan pursuant to Sections 99.300-99.660, RSMo, the Land Clearance for Redevelopment Authority (LCRA) Law for the 521 Boonville Redevelopment Area. It seeks to modify the proposed land uses and redevelopment project specifications within the plan to facilitate redevelopment of the existing building and site within the Redevelopment Area for use as an architecture and design studio.

The Redevelopment Plan for the 521 Boonville Redevelopment Area was approved by the City Council on July 24, 2017, by Special Ordinance 26916. The Redevelopment Area consists of a single 0.66-acre parcel located at 521 North Boonville Avenue. It is zoned CC, Center City District, and is occupied by a dilapidated single-story commercial building that was constructed in 1946. The property was initially used for farm tractor sales and service and was later used as a nightclub until 2007, when it was acquired by US Photonics. The Redevelopment Plan proposed to rehabilitate and convert the building into a commercial office building that would be occupied by US Photonics, a business specializing in nanotechnology-related products, services, and research and development. To date, the Redevelopment Area has not been redeveloped, and it remains vacant and dilapidated.

In 2022, the Applicant acquired the property at 521 North Boonville Avenue with plans to redevelop the existing building and site into new offices for Dake Wells Architecture. The Applicant wishes to utilize the partial real property tax abatement available pursuant to the LCRA Law in the 521 Boonville Redevelopment Area to facilitate redevelopment. However, the proposed land uses and specifications of the

Redevelopment Plan are specific to the previous owner and must be amended.

Blight Study

As per Chapter 40, Article II, of the Springfield City Code, the Workable Program, the Redevelopment Area is deemed a Legacy Blighted Area. It requires new or amended redevelopment plans for areas that had been declared blighted more than 24 months prior to be accompanied by either: (1) an updated blight study or other evidence that the Redevelopment Area still exhibits the blighting factors that existed at the time it was initially declared a blighted area, or (2) a new blight study showing that sufficient blighting factors exist to support a finding that the area meets the definition of a blighted area, per the LCRA Law.

Sections 99.320(3) and 99.805(1), RSMo define a blighted area as:

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

The Applicant has filed a new blight study with the First Amended and Restated Redevelopment Plan for the 521 Boonville Redevelopment Area. The blight study demonstrates both that the Redevelopment Area continues to exhibit several of the blighting factors that existed at the time it was initially declared a blighted area, and that sufficient blighting factors currently exist to support a finding that the Area meets the definition of a blighted area.

Redevelopment Plan

The First Amended and Restated Redevelopment proposes to redevelop the existing building and site for use as an architecture and design studio. The existing 7,900 ft² building will be completely renovated, and the two small 840 ft² additions on the west side of the building will be removed and replaced with a new 3,500 ft² two-story addition. The completed building will include a community room in the front, workstations for up to 40 employees, private offices, conference rooms, and new mechanical and electrical systems, including solar panels, for improved energy efficiency.

Conformance with the Forward SGF Comprehensive Plan

This amended plan aligns with the goals of the *Forward SGF Comprehensive Plan*, particularly as it relates to the Downtown Placetype and the Downtown Plan.

The Redevelopment Area is located within the Downtown Placetype, which serves as the primary activity center of Springfield. It contains a wide variety of uses, such as retail, entertainment, office, institutional, multi-family residential, and public gathering spaces. An architecture and design studio at this location is consistent with land uses associated with this placetype. Furthermore, the proposed redevelopment is consistent with many of the placetype's building and site typology characteristics, such as:

- Orienting the building façade and entrances towards the street frontage with a high degree of transparency to increase visual interest, activate the sidewalk, and improve security.
- Locating the main entrance at street level.
- Locating the parking and loading areas on the street and behind the building.

The Redevelopment Area is located within the Innovation District functional subarea in the Downtown Plan. This subarea serves as the northern gateway into Downtown primarily via Boonville Avenue and is a growing urban innovation park revolving around IDEA Commons. Its character should develop as a mix of modern and historic industrial. New state-of-the-art institutional buildings should be juxtaposed with older, repurposed industrial buildings that may serve as unique office or loft spaces.

The Downtown Plan also classifies the Redevelopment Area as an opportunity site that should be targeted for site improvements/adaptive reuse. This classification includes properties with buildings that are structurally sound, but are vacant, underutilized, or show signs of disinvestment. Such properties can be enhanced through site and façade improvements and necessary interior rehabilitation to support their future use. Buildings with desirable historic characteristics should be salvaged whenever possible for adaptive reuse.

The Amended and Restated Redevelopment Plan conforms with the Downtown Plan. It seeks to rehabilitate and adaptively reuse a vacant site that has experienced years of underutilization and disinvestment. Rehabilitation and reuse of the area as an architecture and design studio will complement IDEA Commons and improve the vibrancy of downtown.

But-for Test

As per the Workable Program, the Redevelopment Plan may qualify for partial real property tax abatement pursuant to the LCRA Law if it meets the but-for test. In other words, the Plan must demonstrate that the proposed redevelopment would either not occur or would not be financially feasible but for receiving such abatement. The First Amended and Restated Redevelopment Plan includes two 10-year project pro forma financial statements (one with property tax abatement, one without), each providing yearly cash flows and cash-on-cash return analyses. The cash-on-cash return is a measure of the annual rate of return on the developer's equity or cash invested in the



project. This calculation is one method of determining whether a project can provide a return on investment necessary to attract developer capital. The projections provided within these statements indicate that partial real property tax abatement is necessary for the project to proceed.

REMARKS: The Land Clearance for Redevelopment Authority (“LCRA”) reviewed the Blight Study and the First Amended and Restated Redevelopment Plan on November 5, 2024, and voted 3-0 to recommend the Redevelopment Area be declared a blighted area and the Plan be approved.

The Planning and Zoning Commission reviewed the First Amended and Restated Redevelopment Plan on November 7, 2024, and found the Plan to be in conformance with the Forward SGF Comprehensive Plan. The Commission voted 7-0 to recommend the Plan be approved.

Staff recommends approval.

Submitted By: Matthew Schaefer, Senior City Planner

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

Attachments:

1. First Amended and Restated 521 Booville Redevelopment Plan
2. First Amended and Restated 521 Boonville Redevelopment Plan_exh1

One-rdg. _____
P. Hrngs. _____
Pgs. 71
Filed: 12-10-24

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-284

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the First Amended and Restated Redevelopment Plan for the 521
2 Boonville Redevelopment Area, which is generally located along the
3 west side of North Boonville Avenue between West Tampa Street and
4 West Phelps Street; declaring the area in such plan to be a blighted
5 area and its redevelopment necessary for the preservation of the
6 public peace, prosperity, health, safety, morals, and welfare; and
7 authorizing certain tax abatement within the plan area.
8 _____
9

10 WHEREAS, the City of Springfield, pursuant to Section 99.300, RSMo., et seq.
11 ("The Land Clearance Redevelopment Authority Law"), has duly created the Land
12 Clearance for Redevelopment Authority of the City of Springfield, Missouri ("the LCRA")
13 and vested in the LCRA the powers authorized by State law; and
14

15 WHEREAS, the LCRA is authorized to prepare development plans for the
16 elimination of slums and urban blight and to improve social and economic conditions;
17 and
18

19 WHEREAS, City Council previously approved the Redevelopment Plan for the
20 521 Boonville Redevelopment Area on July 24, 2017, by Special Ordinance 26916; and
21

22 WHEREAS, the Redevelopment Area consists of a single 0.66-acre parcel
23 located at 521 North Boonville Avenue that is currently zoned CC – Center City District;
24 and
25

26 WHEREAS, 521 North Investments, LLC, acquired the 521 Boonville
27 Redevelopment Area in 2022; and
28

29 WHEREAS, pursuant to the Land Clearance Redevelopment Authority Law, 521
30 North Investments, LLC, has filed a First Amended and Restated Redevelopment Plan
31 for the 521 Boonville Redevelopment Area, seeking to modify the proposed land uses
32 and redevelopment project specifications within the plan to facilitate redevelopment of
33 the existing building and site for use as an architecture and design studio; and

34 WHEREAS, 521 North Investments, LLC, desires to utilize the partial real
35 property tax abatement available under The Land Clearance Redevelopment Authority
36 Law to facilitate redevelopment in the 521 Boonville Redevelopment Area; and
37

38 WHEREAS, the proposed land uses and specifications of the previously
39 approved Redevelopment Plan are specific to the previous owner and must be
40 amended; and
41

42 WHEREAS, the Redevelopment Area contains a single commercial structure that
43 is vacant and in disrepair; and
44

45 WHEREAS, the LCRA reviewed an updated blight report and the First Amended
46 and Restated Redevelopment Plan for the 521 Boonville Redevelopment Area at a
47 public meeting on November 5, 2024, and recommended the 521 Boonville
48 Redevelopment Area again be declared a blighted area and the Plan be approved; and
49

50 WHEREAS, the Planning and Zoning Commission reviewed the First Amended
51 and Restated Redevelopment Plan for the 521 Boonville Redevelopment Area at a
52 public meeting on November 7, 2024, and recommended approval by a vote of 7 to 0;
53 and
54

55 WHEREAS, City Council held a public hearing on December 16, 2024, and all
56 interested parties were given the opportunity to be heard.
57

58 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
59 SPRINGFIELD, MISSOURI, as follows, that:
60

61 Section 1 – The First Amended and Restated Redevelopment Plan for the 521
62 Boonville Redevelopment Area, consisting of a single 0.66-acre parcel located at 521
63 North Boonville Avenue in Springfield, Missouri, attached hereto and incorporated
64 herein by this reference as “Exhibit 1,” is hereby approved.
65

66 Section 2 – City Council finds and declares that the area described in the First
67 Amended and Restated Redevelopment Plan for the 521 Boonville Redevelopment
68 Area, which is more particularly described in “Exhibits A and B of Exhibit 1,” is a blighted
69 area as defined by Sections 99.320(3) and 99.805(1), RSMo., and the redevelopment
70 thereof is necessary for public convenience and necessity; and that approval of the First
71 Amended and Restated Redevelopment Plan for the 521 Boonville Redevelopment
72 Area and construction of the redevelopment project described therein are necessary for
73 the preservation of the public peace, prosperity, health, safety, morals, and welfare.
74

75 Section 3 – After review of the Tax Impact Analysis, which is attached hereto and
76 incorporated herein by this reference as “Exhibit E of Exhibit 1,” and the Project
77 Proforma, attached hereto and incorporated herein by this reference as “Exhibit F of
78 Exhibit 1,” the City Council hereby finds that the First Amended and Restated
79 Redevelopment Plan for the 521 Boonville Redevelopment Area satisfies the “but-for”

test required by The Land Clearance Redevelopment Authority Law and is thus eligible for partial real property tax abatement.

Section 5 – The City Manager, or designee, shall take all steps necessary to inform the Greene County Assessor of the granting of such and the passage of this Ordinance.

Section 6 – The sections of this Ordinance shall be severable. In the event any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance shall be deemed to be valid, unless the court finds the valid sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon the void sections, that it cannot be presumed that City Council would have enacted the valid sections without those deemed invalid; or unless the court finds that the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 7 – 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: Laura Vales, Assistant City Attorney

Approved for Council action: Colin Sykes Interim City Manager

EXHIBIT 1

**BLIGHT REPORT
&
FIRST AMENDED AND RESTATED REDEVELOPMENT PLAN
FOR THE
521 NORTH BOONVILLE
REDEVELOPMENT AREA
SPRINGFIELD, MISSOURI**

September 24, 2024

TABLE OF CONTENTS

Blight Report

I.	General.....	2
II.	Redevelopment Area Description.....	3
III.	Evidence in Support of Blight.....	3
IV.	Impact of the Redevelopment Area's Blighted Conditions.....	5
V.	Conclusion.....	6
Exhibit A	Map of Redevelopment Area.....	7
Exhibit B	Legal Description of Redevelopment Area.....	9
Exhibit C	Photos of Existing Conditions.....	10

First Amended and Restated Redevelopment Plan

I.	Introduction.....	26
II.	Background.....	26
III.	Description of Project.....	26
IV.	Land Use Plan.....	28
V.	Execution of the Project.....	29
VI.	Other Provisions.....	30
VII.	Procedure for Changes to Modification of Plan.....	31
Exhibit A	Map of Redevelopment Area.....	32
Exhibit B	Legal Description of Redevelopment Area.....	34
Exhibit C	Redevelopment Plans and Renderings.....	35
Exhibit D	Appraisal.....	43
Exhibit E	Tax Impact Analysis.....	44
Exhibit F	Project Proforma.....	50
Exhibit G	Project Budget.....	60

Blight Report

521 North Boonville

I. General

The Land Clearance for Redevelopment Authority Law (the "LCRA Law") is set forth in section 99.300 through 99.660 of the Missouri Revised Statutes. It was enacted in 1951 to help local municipalities eradicate "blighted areas" in the community and to encourage rehabilitation and redevelopment of those areas by private enterprise. Through the LCRA Law, municipalities and private citizens are able to work together to achieve the goal of fostering economic opportunities and improving property values in cities throughout Missouri.

The LCRA Law defines "blighted area" as an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability, or a menace to the public health, safety, or welfare in its present condition and use.¹ Missouri courts have determined that a finding of blight is proper where, when considering an area in its present condition and use, these factors in Section 99.805(1) above, whether individually or in combination, produce one of the circumstances named in the second half of this Section.²

A. Introduction

In 2017, City Council had declared the 521 Boonville Redevelopment Area as a blighted area by Special Ordinance 26916. However, according to Springfield City Code, Section 40-16 Legacy blighted areas...

"If a redevelopment plan is proposed for an area that was declared blighted by city council more than 24 months prior to the approval of said redevelopment plan, the applicant shall provide either:

- 1) an updated blight study, or other evidence that the area still exhibits the blighting factors that existed at the time it was declared a blighted area; or
- 2) a new blight study showing that sufficient blighting factors exist to support a finding that the area meets the definition of a blighted area, per the LCRA Law."

This Blight Report for the 521 Boonville Redevelopment Area (this "Blight Report") is being submitted by 521 North Investments, LLC (such entity, or its successors and assigns, are referred to as the "Developer"), for the purpose of demonstrating that the Redevelopment Area (as defined below) "still exhibits the blighting factors that existed at the time it was declared a blighted area."

This Blight Report will demonstrate (i) that the Redevelopment area is a "blighted area" under the LCRA Law due to the predominance of insanitary or unsafe conditions, deterioration of site improvements to include the deterioration of primary and secondary building components, and the existence of conditions which endanger life and property by fire and other causes, and because of the aforementioned conditions, the Redevelopment Area constitutes an economic or social liability and constitutes a menace to the public health, safety, or welfare in its present condition and use.

¹ See MO, Rev. Stat. 99.320 (2) and 99.805 (1).

² See Land Clearance for Redevelopment Auth. Of City of St. Louis v. Inserra, 284 S.W.3d 641, 647-48 (MO Ct. App. 2009)

B. Background

The Developer shall remediate blight and redevelop the area in accordance with the Redevelopment Plan following this blight report.

The single building was built in 1946³ for an International Harvester tractors sale and mechanic business. The building itself is separated into 3 distinct areas, a front showroom and sales, back warehouse, and back appendage for cleaning and maintenance purposes. The site is mostly paved with a landscaped front yard. The previous developer bought the building in 2007 and leased it to a tenant who used it as a Night Club. Since the nightclub shutdown in 2007, the building has remained vacant. The current Developer (521 North Investments) purchased the building in 2022 and intends to renovate it according to the Redevelopment Plan.

II. Redevelopment Area Description

The Redevelopment Area is only for the immediate site which is .66 acres of real property located at 521 Boonville in the City of Springfield, Missouri (the "Redevelopment Area"). A map identifying the Redevelopment Area is attached hereto and incorporated herein as Exhibit "A" and the Redevelopment Area is legally described on Exhibit "B" attached hereto and incorporated herein.

III. Evidence In Support of Blight

The LCRA Law provides municipalities with a tool to encourage the redevelopment of areas within a city by private developers, which facilitates the renewal of downtrodden portions of a city without necessitating excessive expenditures of public funds. The City of Springfield (the "City") has utilized this tool over the past few decades in blighting large tracts of property throughout the Center City area including adjacent areas to the south and to the east.

The property within the Redevelopment Area, which is quickly nearing the end of its economic life, is of comparable age and is substantially similar condition to many of the blighted properties within these adjacent areas.

The key factors evidencing the Redevelopment Area as a "blighted area" under section 99.320(3) of the Missouri Revised Statutes are discussed in detail below. Photographs demonstrating some of these factors are included in the Property Report (defined below).

A. Insanitary and Unsafe Conditions

In general, the building is afflicted with a variety of insanitary and unsafe conditions. Throughout the building there is a prevalence of mold.⁴ Affected walls that are composed of stud and gypsum board will need to be removed, and all other areas will need to be remediated. Having been in a dilapidated state and vacant for many years, trash and human waste have amassed from homeless individuals seeking refuge requiring further remediation.⁵ Broken glass industrial debris is prevalent throughout the site as well as a result of its vacancy over the years.⁶

³ See Exhibit A

⁴ See Exhibit C, Images 1 and 33

⁵ See Exhibit C, Images 2-8

⁶ See Exhibit C, 4, 7, and 9

The electrical wires throughout the building further pose unsafe conditions and will need to be replaced due to their age. The service electrical lines hang low in the back and will either need to be buried or hung higher.⁷ Structural remediation will need to take place throughout. Cracks exist in the foundation and loadbearing brick and concrete block walls.⁸ Inside, portions of the lateral bracing have been removed and will need replacement.⁹

B. Deterioration of Site Improvements

Deterioration generally refers to any physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair. Deterioration, which is not easily curable and which cannot be accomplished in the course of normal maintenance, includes defects in primary and secondary building components. Primary building components include the foundation, exterior walls, roof, wiring, etc. Secondary building components include doors, windows, frames, fascia materials, etc. Deterioration of sidewalks, parking areas, and other similar site improvements is evidenced by settled areas, cracks, overgrowth, or depressed curb areas. This site suffers from this deterioration, which is exhibited by defects in both primary and secondary building components.

As previously mentioned, primary building components to include the foundation and exterior walls are in need of repair due to cracks that have formed throughout.¹⁰ The existing roof is a mod-bit roof over what is believed to be the original gravel roof. This roof is completely flat and holds water. The roof, along with the exterior walls are void of any insulation. This will need to be remediated in order to bring the building to modern efficiency standards and to prevent future mold growth due to interior condensation. A new roof will need to be added to include either new roof drains that properly exit the roof or new gutters on a sloped roof. As evidenced by exterior water damage in Exhibit C, images 12 and 17, current roof water shedding tactics are insufficient at best. Due to the age of the building, and its existing electrical and HVAC components, a new electrical and HVAC system is needed throughout to further meet modern standards.¹¹ Plumbing will all need to be replaced as well.

As for secondary building components, doors, windows, frames, and fascia materials will need to be replaced throughout. Where possible doors, to include the garage doors, are to be salvaged, but others will need to be either relocated or replaced due to improper thermal efficiency or deterioration. All of the windows and frames will need to either be replaced or modified. Many of the windows are broken and will either be replaced or filled in.¹² Windows that are not broken are single pane glass windows and not thermal glass. These windows will need to be modified into thermal glass windows to meet modern standards. All window frames are not thermally broken which has led to interior condensation, rust and deterioration at the sill and jambs.

Throughout the parking area, large cracks result in a potential tripping hazard and a decrease in its ability to shed water. Plant life and overgrowth are now growing in these areas and will need to be remediated. Additionally, the front entry does not meet handicapped accessibility standards.¹³

⁷ See Exhibit C, Image 10

⁸ See Exhibit C, Image 11, 12, 13, and 14

⁹ See Exhibit C, Image 15

¹⁰ See Exhibit C, Image 11, 12, 13, and 14

¹¹ See Exhibit C, Image 2, 3, 9, 10, 19, 20, 21, 22, 23, and 24

¹² See Exhibit C, Image 16, 27, 28, 29, 30, and 31

¹³ See Exhibit C, Image 32

C. Conditions that Endanger Life or Property by Fire or Other Causes

Endangerment by fire and other causes is typically due to the presence of structures below minimum code standards. Such code standards include building, property maintenance, fire, environmental or other governmental codes applicable to particular property. The principal purpose of such codes is to require buildings to be constructed and maintained so that they will have the capacity to support the type of occupancy and necessary fire and similar hazard protection or to establish minimum standards essential for safe and sanitary use, occupation, and/or habitation.

As previously mentioned, the property is vacant. As a vacant property, it creates a number of conditions which endanger life and property. Specifically small hazards, such as an exposed wire or slow water leak, can go undetected and lead to much larger problems.¹⁴ In addition, vacant properties may attract trespassers, arsonists, thieves or other criminals. This property has attracted both trespassers and thieves. Homeless have made camps inside the building, and others have graffitied the exterior with gang symbols and text. This is an issue not only for the property, but for the surrounding area as well.

IV. Impact of the Redevelopment Area's Blighted Conditions:

Missouri law only requires that the current condition of a redevelopment area produce one (1) of the (3) following circumstances for a finding of blight: 1) it hinders the provision of housing accommodations, 2) it constitutes an economic or social liability, or 3) it is a menace to public health, safety, morals, and welfare. The combination of blighting factors plaguing the Redevelopment Area directly creates both "2" and "3" of these circumstances.

The Redevelopment Area is afflicted by deteriorating site conditions and is nearing the end of its economic life. As a result, the building and land in the Redevelopment Area was appraised at \$288,100 in 2022 with property tax liability of \$6,374.75.¹⁵ This is nominal when compared to the taxes generated by other property in the immediate area that have been redeveloped.

The insanitary/unsafe site conditions present in the Redevelopment Area, pose a serious menace to public safety and health- especially given the fact that the building is vacant. Each of these factors contribute to the economic and social liability created by the area in that they cause a risk of physical injury to the City's citizens, and damage to surrounding property. These factors are conducive to trespassing, vandalism, and criminal activity as well.

Comprehensive redevelopment of the Redevelopment Area is necessary to foster additional economic activity and contribute to the growth of the City. Remediating the issues discussed above is economically infeasible since the likely cost of repairs exceed the value of the building. Without an investment in the Redevelopment Area, the area will further deteriorate and continue to be vacant. Its economic efficiency will continue to decline and become an even greater economic liability on the surrounding area. This underutilization combined with the unsafe conditions in the Redevelopment Area hampers the economic vitality of the City by failing to generate property tax revenues for the City to its full potential.

¹⁴ See Exhibit C, Image 1, 11, 12, 13, 17, 33, and 34

¹⁵ Based on 2022 data from the Greene County Assessor's website

V. Conclusion

Due to the predominance of insanitary and unsafe conditions, deterioration of site improvements, and the existence of conditions that endanger life and property by fire and other causes, the Redevelopment Area constitutes an economic and social liability and is a menace to the public health, safety, and welfare in its present condition and use. The Redevelopment Area qualifies as a "blighted area" as defined in section 99.805(1) of the Missouri Revised Statutes. Accordingly, the City of Springfield should utilize the tools granted under the LCRA Law to declare the Redevelopment Area a blighted area which will in turn help to facilitate rehabilitating and renewing this portion of the City.

This Report has been developed and affirmed by Dake Wells Architecture.

Brandon Dake, FAIA

Missouri Certificate of Authority #A-199913780

EXHIBIT A

[MAP OF REDEVELOPMENT AREA]

ASSESSOR'S AERIAL MAP



5/9/23, 8:37 AM

Greene County Property Information

ROLL: RP_GM

PARID: 1313309022
521 NORTH INVESTMENTS LLC

Property Name	
Property Address	521 N BOONVILLE AVE SPRINGFIELD
Subdivision	GRAVES, W H
Tax District	215: CID Springfield R12 Z1
School District	R12: SPRINGFIELD
Living Unit	
Residential SqFt	
Commercial SqFt	9,396
Class	Commercial
Brief Tax Description	GRAVES, W H LOTS 4 & 5 & 79 & BEG SE COR LOT 79 S 50 FT W 210 FT N 50 FT ETO BEG (Note: Not to be used on legal documents)
Calculated Acres	.6629
	SECTION TOWNSHIP RANGE
	13 29N 22W
Book	2022
Page	00815922
Deed Date	28-FEB-22

Mailing Information

Owner1	521 NORTH INVESTMENTS LLC
Owner2	
In Care Of	
Address	2714 E GLENWOOD ST
City, State, Zip	SPRINGFIELD MO 65804
Date last Updated	26-SEP-22

Market/Assessed Value

Residential Market	0
Residential Assessed = Residential Market * 19%	0
Agriculture Market	0
Agriculture Assessed = Agriculture Market * 12%	0
Commercial Market	288,100
Commercial Assessed = Commercial Market * 32%	92,200
TOTAL MARKET	288,100
TOTAL ASSESSED	92,200
Previous Year Market	289,800

TOTALS	
Appraised Land	109,800
Appraised Improvements	178,300
Total Appraised	288,100
Land Assessed	35,140
Improvements Assessed	57,060
Total Assessed	92,200

<https://www.greenecountyassessor.org/assessor/Datalets/PrintDatalet.aspx?pin=1313309022&gsp=PROFILEALL&taxyear=2022&jur=88&ownseq=0&card=1&roll=...> 1/1

EXHIBIT B

Legal Description of Redevelopment Area

TRACT 1:

ALL OF LOTS FOUR (4) AND FIVE (5), IN W.H. GRAVES ADDITION, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

ALSO

BEGINNING AT THE SOUTHEAST CORNER OF LOT FIVE (5), IN W.H. GRAVES ADDITION; THENCE SOUTH 70 FEET; THENCE WEST 195 FEET; THENCE NORTH 70 FEET; THENCE EAST TO THE PLACE OF BEGINNING, ALL IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT FOR THAT PART TAKEN FOR BOONVILLE AVENUE.

EXHIBIT C

Photos of Existing Conditions



1. Presence of mold.



2. Trash and human waste located throughout the interior and exterior of the building. Existing sewer connection for water closet is uncovered and open to the space.



3. Human waste and trash accumulation.



4. Broken Glass and debris.



5. Trash and human waste have amassed in the exterior spaces around the building.



6. Southwest corner of the building where homeless individuals have been sleeping.



7. Trash accumulation near main entrance of the building.



8. Areas inside the building where people have been sleeping.



9. Broken glass from vandalism and trash from homeless individuals living on the premises.



10. Low hanging power lines. Location of electrical service to the building has been removed. All electrical panel in the interior of the building have had copper electrical wires removed.



11. Cracks in the walls and foundations.



12. Large crack in an exterior load bearing wall from poor storm-water management.



13. Large crack in wall of existing load bearing wall.



14. Sunlight can be seen through cracks the west exterior load bearing block wall.



15. Portion of the existing lateral support for the garage area has been removed.



16. Broken exterior glazing; window frame is not thermally broken.



17. Roof drain penetration through existing roof slab.



18.



19. Water pipes into and out of the water heater have been removed. Electrical components of water heater have also been removed.



20. Electrical parts from the existing air handler unit have been removed.



21. Gas service to the building has been shut off and the meter removed.



22.



23. Existing gas heater.



24. Wiring serving the existing electrical panels have been removed throughout the building.



25. Existing exterior light fixture. Wire has been removed from Conduit.



26.



27. Original non-thermally broken steel framed windows; all glass has been broken/ removed.



28. Original non-thermally broken steel framed windows. Several panes of glass have been broken allowing various animal to inhabit the building.



29. Boarded up windows where glass has been removed.



30. Boarded up windows and openings.



31. Boarded up windows with broken glazing. Windows are original to the building and are not thermally broken.



32. Main entry of the building is not handicap accessible.



33. Sagging paint, water stains, and mold at the base of interior wall.



34. Existing roof is leaking resulting in areas with water ponding in the interior of the building .



35. Vandalism inside of the building.



36. Graffiti showing through paint on front elevation of the building.



37. Area of existing building where graffiti was covered up.



38. Elevation of the building facing N Boonville Ave.



39. North elevation of the building.



40. Portion of West elevation.



41. Portion of West elevation.



42. South Elevation of the building .

First Amended and Restated Redevelopment Plan for the 521 Boonville Redevelopment Area

I. Introduction

521 North Investments, LLC (the “**Developer**”) has prepared the following Amended and Restated Redevelopment Plan (the “**Redevelopment Plan**”) for the redevelopment of .66 Acres in Springfield, Missouri, which is amended from the redevelopment plan submitted to the City for consideration and approved via Special Ordinance 26916 on July 24, 2017 (the “**Original Redevelopment Plan**”), to seek an amendment permitting a design change in the Project to replace the originally designated “offices for US Photonics” with new offices for Dake Wells Architecture.

The Redevelopment Plan proposes to redevelop the existing building and site into new offices for Dake Wells Architecture, Inc (the “**Project**”). Dake Wells Architecture is a leader in architecture, interior design, and planning and specializes in public projects for High Education, K-12 Schools, and Municipal projects across the Midwest. Dake Wells Architecture is currently leasing space in the former Woolworth Building in downtown Springfield, located at 134 Park Central Square. With the redevelopment of 521 Boonville, Dake Wells Architecture is excited about the redevelopment of this building in Springfield’s IDEA Commons. Real property tax abatement is being pursued to encourage such redevelopment.

II. Background

The single building was built in 1946 for an International Harvester tractors sale and mechanic business. The building itself is separated into 3 distinct areas, a front showroom and sales, back warehouse, and back appendage for cleaning and maintenance purposes. The site is mostly paved with a landscaped front yard. The Developer purchased this building on February 25, 2022. Prior to purchase, the building and was most recently leased to a tenant who used it as a Night Club. Since the Night Club closed in 2007, the building has remained vacant.

III. Description of Project

a. Boundaries of the Redevelopment Area

The Redevelopment Area contains approximately 0.66 acres located along the west side of North Boonville Avenue between West Phelps Street and West Tampa Street. A map identifying the Redevelopment Area is attached hereto and incorporated herein as **Exhibit “A”**, and the Redevelopment Area is legally described on **Exhibit “B”**, which is attached hereto and incorporated herein.

b. Need for Redevelopment

The Redevelopment area is located within the IDEA Commons of Springfield, Missouri. The following is an excerpt from the IDEA Commons Background Report:

“IDEA Commons is a sub-district identified in the Jordan Valley Concept Plan that comprises approximately 88 acres within Springfield’s Center City bounded by Chestnut Expressway to the north, Mill Street and Water Street to the south, Campbell Avenue to the west, and the BNSF railroad and the North Fork of Jordan Creek to the east (Figures 1 and 2). It is also an

initiative spearheaded by Missouri State University with the support of the City of Springfield and the Springfield Building Development Corporation (SBDC) to redevelop a portion of Center City into a new type of urban research park that will be blended with residential, retail, and entertainment facilities, and supported by various university programs. The initiative originated from the Jordan Valley Innovation Center (JVIC), which focused primarily on establishing a traditional urban research park in an urban setting, with a specialization in nanotechnology. The JVIC Activity Center Plan was adopted in 2006 to help coordinate future planning and development within this area. However, with the implementation of the IDEA Commons, this plan now needs to be updated."

The proposed redevelopment of 521 Boonville into an architecture studio and corporate office for Dake Wells Architecture is the ideal business for the IDEA Commons.

c. Current Condition of Redevelopment Area

As discussed in the proceeding Blight Report, the Redevelopment Area suffers from much physical deterioration, insanitary and unsafe conditions, and is afflicted by conditions which may endanger life or property. Substantial capital investment will be needed to fully rehabilitate and revitalize the Redevelopment Area. Further, the Redevelopment Area is not generating taxes to its utmost potential and is potentially preventing the surrounding area from doing so as well.

d. Conformance of Redevelopment Plan with the Forward SGF Comprehensive Plan and the IDEA Commons Plan.

The proposed 521 Boonville Redevelopment Area conforms to the Forward SGF Comprehensive Plan, Chapter 5: Land Use & Development, Chapter 13: Downtown Plan, and the IDEA Commons Plan which was adopted by City Council on October 4, 2010.

The "Land Use & Development" element found in Chapter 5 of the Forward SGF Comprehensive Plan designates this Redevelopment Plan Area in a Placetype called "Downtown" with Primary Land Uses including "Office" and "Maker, Artisan, & Innovation Spaces". This Redevelopment Plan conforms to this element by providing a high-intensity office environment that will serve as an innovation space for highly creative architects.

The 521 Redevelopment Area resides within the "Downtown Plan" area as described in Chapter 13 of the Forward SGF Comprehensive Plan. The vision for this element states, "Aging buildings will be revitalized, historically significant structures will be preserved and celebrated, and vacant storefronts will be activated." At 521 Boonville, this is currently not the case. As argued in the accompanying blight report, this area in its current condition is conducive to trespassing, vandalism, and criminal activity. The proposed Redevelopment Area would remediate the factors enabling such activity in an effort to provide an area that is clean, safe, friendly, and accessible to all.

The "Downtown Plan" further states, "Enhanced streetscapes will come to life through a combination of public improvements and high quality private development, targeted on key streets like Boonville Avenue...". This Redevelopment Plan would provide a high quality private development along Boonville, further enhancing the streetscape and elevating the beauty and character of the Boonville corridor.

As previously mentioned, the IDEA Commons Plan was adopted by City Council on October 4, 2010. The goal of this plan is:

“Create a vibrant mixed-use community that is a model for innovative and sustainable development; complements Missouri State University’s initiative to expand opportunities for business development and commercialization; and supports the vision for Jordan Valley.”

Objectives of this plan include:

- Provide public economic development incentives to maximize appropriate private investment in the IDEA Commons.
- Develop standards to encourage complementary, high-quality construction and new development.
- Encourage high-performance building design.

The proposed Redevelopment Plan for this area adheres to these objectives. The Redevelopment Plan will complement the adjacent JVIC building by having similar materials and technological spaces. The Redevelopment Plan also provides a much more energy efficient building through the use of high-performance materials. The renovation of this building will greatly improve the streetscape of the Boonville Corridor and will further enhance pedestrian activity.

e. Redevelopment Plan Objectives and Strategies

The primary objective of the Redevelopment Plan is to remove blight and to redevelop the area for use as a modern commercial office building. The project is the renovation of the existing building, which was built in 1946, and the repair of the site. The project is anticipated to be built with energy saving materials and Mechanical, Electrical, and Plumbing Systems.

IV. Land Use Plan

a. Former and Existing Land Use Plan

The Redevelopment Area currently consist of a single building with surrounding parking and lawn. Originally the land and building were used as an International Harvester Tractors sales and mechanic. The most recent use was for a Night Club in 2007.

b. Proposed Land Use

The proposed use for the Redevelopment Area is a commercial office building suited for an architecture and design studio. The existing 7,900 s.f. building will be completed renovated, and the two small 840s.f. additions on the west side of the building will be removed and replaced with a new 3,500 s.f. two story addition (1,750 s.f. each floor). The completed building will include a community room in the front, workstations for up to 40 employees, private offices, conference rooms, and new mechanical and electrical to provide energy efficient systems. The developer intends to install PV panels on the roof and create a net-zero building that gives energy back to the grid when available. The site will be redeveloped in accordance with the existing zoning, which is CC, Center City District. Preliminary plans and elevations reflecting the proposed land use in Redevelopment Area is attached as **Exhibit “C”** and incorporated herein.

c. Existing Proposed Zoning

The existing zoning for the Redevelopment Area is CC (Center City District). There is no new zoning proposed for the Redevelopment Area. The project will be redeveloped according to the requirements of the CC District.

d. Regulations and Controls

Redevelopment of the Redevelopment Area shall be subject to all applicable Springfield, Missouri Codes and Ordinance.

V. Execution of the Project

a. Execution

The Developer or its successors in interest shall be responsible for executing the redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan.

b. Land Acquisition

There will be no land acquisition required to implement the Redevelopment Area, as the Developer owns the land within the Redevelopment Area.

c. Financing

The Developer is utilizing conventional financing to finance the Project.

d. Disposition of Property

No land is to be disposed of within the Redevelopment Area.

e. Plan for Relocation Assistance

521 Boonville is not currently occupied by tenants; therefore, relocation assistance will not be necessary.

f. Redevelopment Schedule and Estimated Dates of Completion

The Developer estimates that each state of the Project will be completed in accordance with the following schedule:

- Pre-Construction (Permits) Completed by Fall of 2024.
- Construction: Completed by Fall of 2025.

g. Taxation

The Developer or its successors in interest may apply to the Land Clearance for Redevelopment Authority for tax relief pursuant to Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

h. Covenants

The Redevelopment Plan shall run with the land for a period of twenty years for the date of final approval (at which point it shall expire and shall be of no further force or effect and shall, during such time, require the

Developer and any successors in interest to redevelop and use the real property within the Redevelopment Area in accordance with the Redevelopment Plan if they wish to benefit from tax relief available under Sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

VI. Other Provisions

a. Compliance with General Plans

As discussed in Article III, Section E above, the Redevelopment Plan for the Redevelopment Area conforms to the Forward SGF plan and fits within the IDEA Commons Plan.

b. Compliance with Workable Program

Pursuant to Section 40-13(a)(1) of Article II of Chapter 40 of the Springfield City Code (the “**Code**”), the Project described in this Redevelopment Plan would not be financially feasible “But-for” the allowance of tax abatement. The City of Springfield’s “Economic Development Incentives Policy Manual” states under its General Policies that requests for discretionary incentives, such as partial real property tax abatement shall meet the “but for” test.¹⁶ “There must be a finding by the City Council that the project would not occur, or would only occur at a significantly smaller scale, or will not be financially feasible or stable, or that the public benefit will not occur if the incentive is not provided.” The Policy Manual also mentions that such incentives may be granted if the City Council finds there to be an overriding public benefit or a reduction in costs that would otherwise be paid by the City.

Exhibit E: Tax Impact Analysis

The Project will be subject to the property taxes due to the Greene County Assessor based upon their assessed valuation of the completed Project. The developer has provided a tax impact analysis comparing the estimated property tax revenues with redevelopment and partial real property tax abatement to those without redevelopment and abatement. According to the tax impact analysis, the affected taxing jurisdictions would see a total tax of \$57,610.03 without redevelopment or abatement over the next 10 years and they would see a total tax of \$58,773.81 with redevelopment and abatement over that same timeframe. That’s a net positive impact of \$1,163.78 over the next 10 years (based on existing land assessment values). The tax impact analysis also provides an estimate for Year 11 (the first year after abatement) that shows the estimated total tax of \$70,493.34 for the redeveloped area. That is an additional \$12,883.31 in year 11 versus the tax collected over the prior 10 years if the building is not developed. When the redevelopment occurs and 100% tax abatement is authorized, the jurisdictions stand to generate more in tax revenue (approximately 122%) in Year 11 after development than the entire previous 10-year period if not developed. As this Redevelopment Plan recognizes that “but-for” abatement, redevelopment would not occur, the most fiscally beneficial decision for the taxing jurisdictions to generate the maximum tax revenue is to provide the requested abatement.

Exhibit F: Proforma

This section contains two 10-year project pro forma financial statements (one with tax abatement, one without) provided by the Developer, each providing yearly cash flows and cash-on-cash return analyses. The cash-on-cash return is a measure of the annual rate of return made on the developer’s equity or cash investment in the Project. This calculation is one method of determining whether a project can provide a return on investment necessary to attract developer capital. The projections provided within these statements indicate that partial real property tax abatement is necessary in order for the Project to proceed. Exhibit F also includes an amortization schedule and additional information that supports the conclusion that “but for” the tax abatement provided to the Project, the development of this high-quality office space that eliminates Blight would not be feasible.

¹⁶ Economic Development Incentives Policy Manual, City of Springfield, Missouri, February 15, 2011 (as amended on May 12, 2014).

Exhibit G: Estimated Construction Costs

The Estimated Construction Costs contains a project budget supporting the estimates of the Developer and appraisal. The appraisal indicates that the “As Complete” project will be valued at \$3,130,000¹⁷, which is less than the \$3,867,884 cost to complete the project, as shown on the Sources and Uses of Funds at the end of Exhibit F. The Developer is making a significant contribution of equity to develop this project.

a. Compliance with State and Local Law

The Redevelopment Plan shall be implemented in conformance with the requirements of state and local law.

b. Population Density

The Project will not increase the current population density.

c. Building Intensity

The land coverage and building intensity within the Redevelopment Area are projected to increase after the redevelopment and will be regulated according to the City’s Zoning Ordinance.

d. Public Facilities and Utilities

It is anticipated at this time that the Project will not require any additional public facilities or utilities.

VII. Procedure for Changes to Modification of Plan

Upon application by the developer or its successors in interest, the Redevelopment Plan may be amended or modified by the Land Clearance for Redevelopment Authority with the consent of the Planning and Zoning Commission. When the proposed amendment or modification substantially changes the Redevelopment Plan, the City Council must also approve the amendment or modification.

¹⁷ Appraisal from Ronald S. Phillips, Summary of Important Facts and Conclusions, Pages 2-3

[MAP OF REDEVELOPMENT AREA]

195

120

13-29-22

50

210

145

40

40.5

41.5

145

25

45

100

BOONVILLE

5/9/23, 8:37 AM

Greene County Property Information

ROLL: RP_GM

PARID: 1313309022
521 NORTH INVESTMENTS LLC

Property Name	
Property Address	521 N BOONVILLE AVE SPRINGFIELD
Subdivision	GRAVES, W H
Tax District	215: CID Springfield R12 Z1
School District	R12: SPRINGFIELD
Living Unit	
Residential SqFt	
Commercial SqFt	9,396
Class	Commercial
Brief Tax Description	GRAVES, W H LOTS 4 & 5 & 79 & BEG SE COR LOT 79 S 50 FT W 210 FT N 50 FT ETO BEG (Note: Not to be used on legal documents)
Calculated Acres	.6629
	SECTION TOWNSHIP RANGE
	13 29N 22W
Book	2022
Page	00815922
Deed Date	28-FEB-22

Mailing Information

Owner1	521 NORTH INVESTMENTS LLC
Owner2	
In Care Of	
Address	2714 E GLENWOOD ST
City, State, Zip	SPRINGFIELD MO 65804
Date last Updated	26-SEP-22

Market/Assessed Value

Residential Market	0
Residential Assessed = Residential Market * 19%	0
Agriculture Market	0
Agriculture Assessed = Agriculture Market * 12%	0
Commercial Market	288,100
Commercial Assessed = Commercial Market * 32%	92,200
TOTAL MARKET	288,100
TOTAL ASSESSED	92,200
Previous Year Market	289,800

TOTALS	
Appraised Land	109,800
Appraised Improvements	178,300
Total Appraised	288,100
Land Assessed	35,140
Improvements Assessed	57,060
Total Assessed	92,200

<https://www.greenecountyassessor.org/assessor/Datalets/PrintDatalet.aspx?pin=1313309022&gsp=PROFILEALL&taxyear=2022&jur=88&ownseq=0&card=1&roll=...> 1/1

EXHIBIT B

Legal Description of Redevelopment Area

TRACT I:

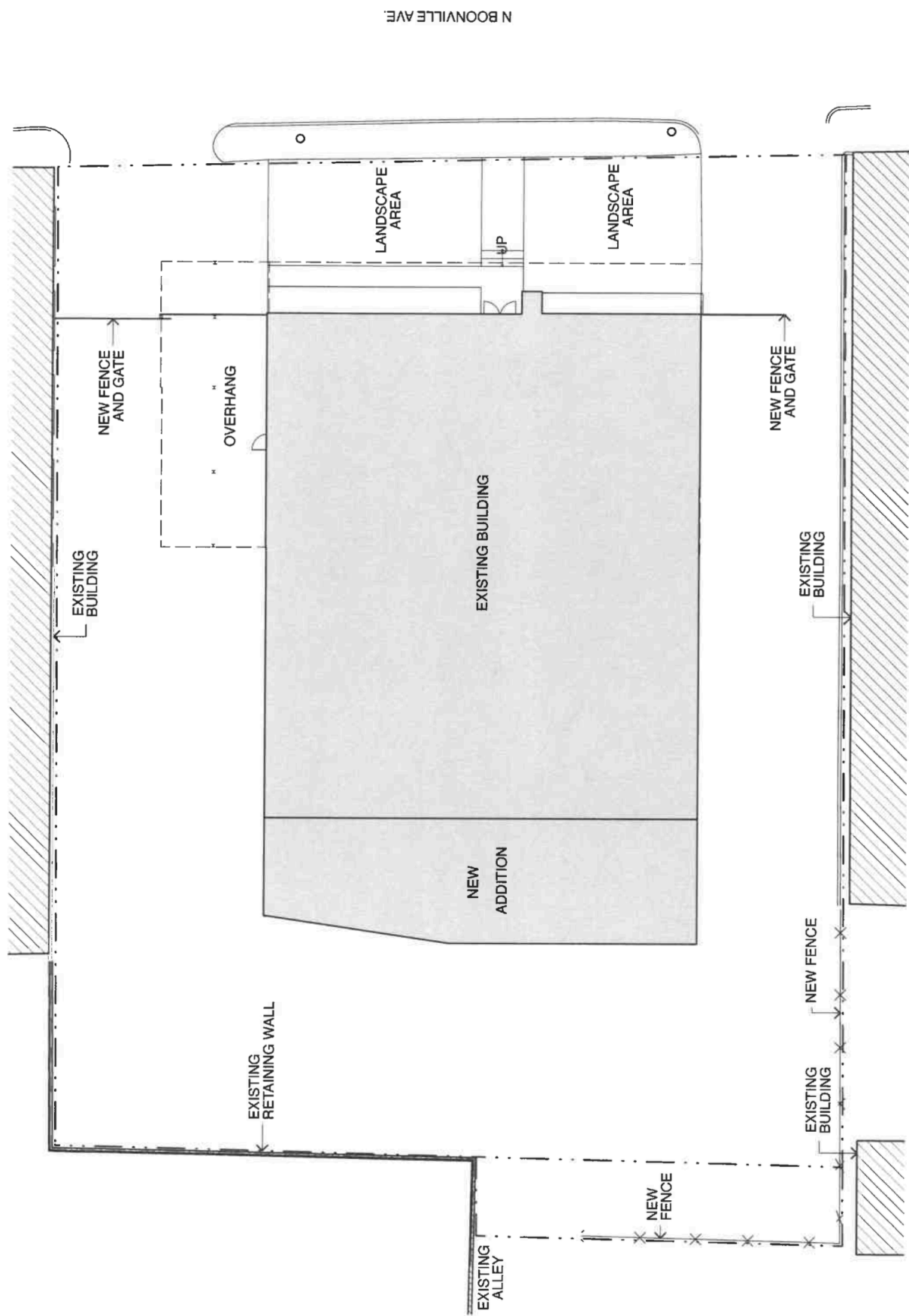
ALL OF LOTS FOUR (4) AND FIVE (5), IN W.H. GRAVES ADDITION, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

ALSO

BEGINNING AT THE SOUTHEAST CORNER OF LOT FIVE (5), IN W.H. GRAVES ADDITION; THENCE SOUTH 70 FEET; THENCE WEST 195 FEET; THENCE NORTH 70 FEET; THENCE EAST TO THE PLACE OF BEGINNING, ALL IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT FOR THAT PART TAKEN FOR BOONVILLE AVENUE.

EXHIBIT C

Redevelopment Plans and Renderings



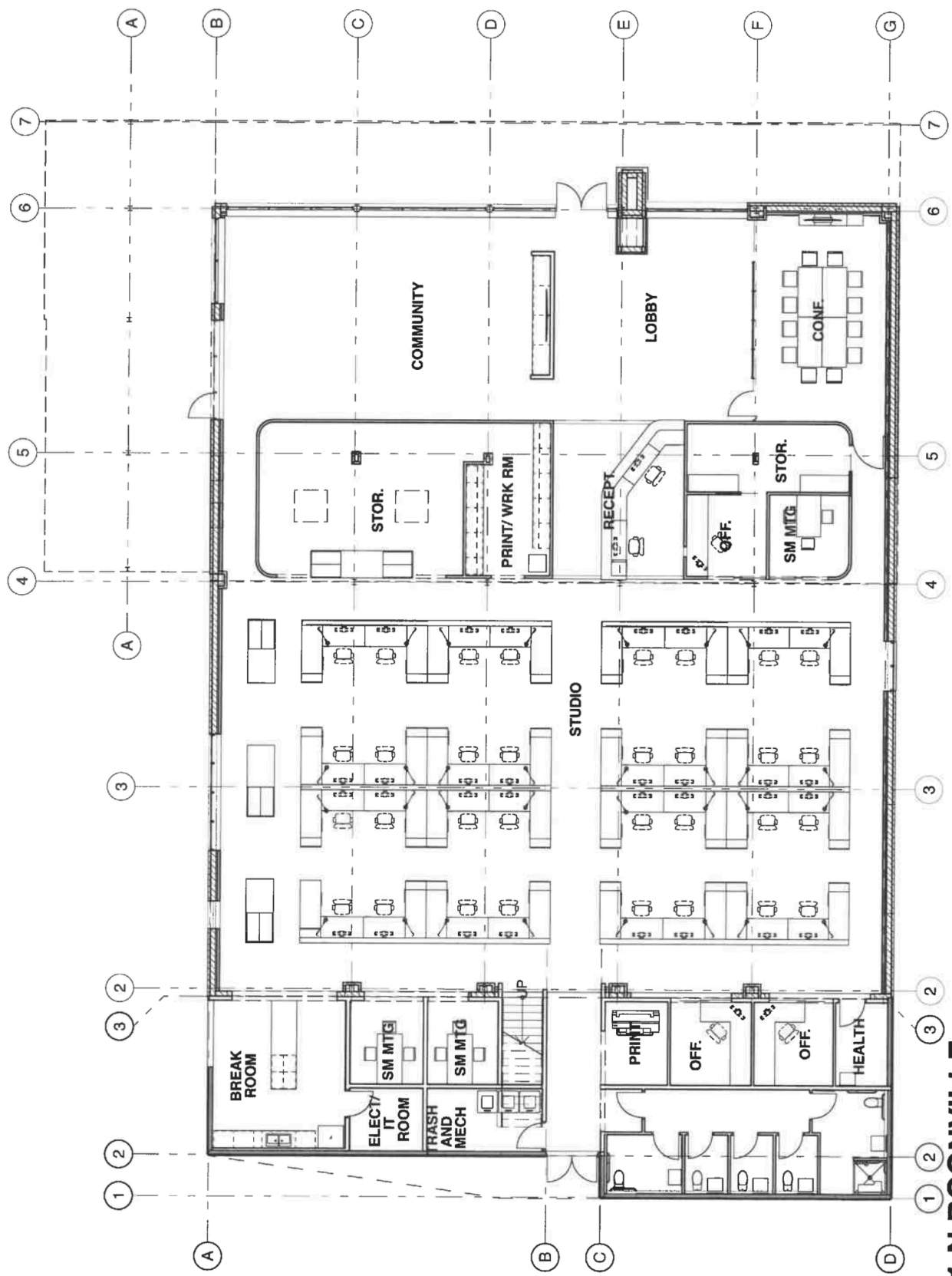
521 N BOONVILLE

SCHEMATIC SITE PLAN

SCALE 1: 300

A1

DAKE | WELLS architecture
Tuesday, May 9, 2023

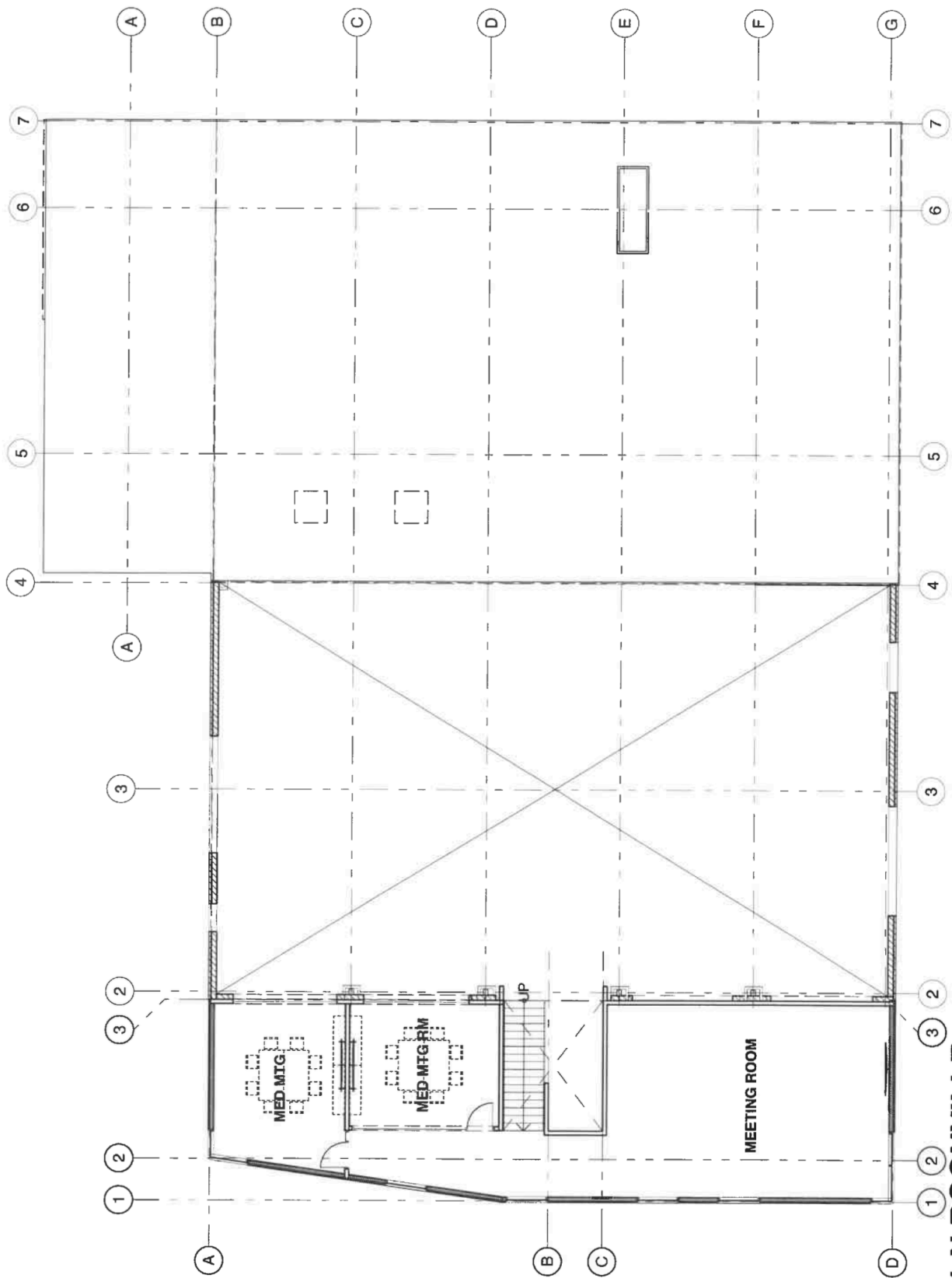


DAKE | WELLS architecture
Tuesday, May 9, 2023

A2

SCHEMATIC FLOOR PLAN

521 N BOONVILLE
SCALE 1/16" = 1'-0"

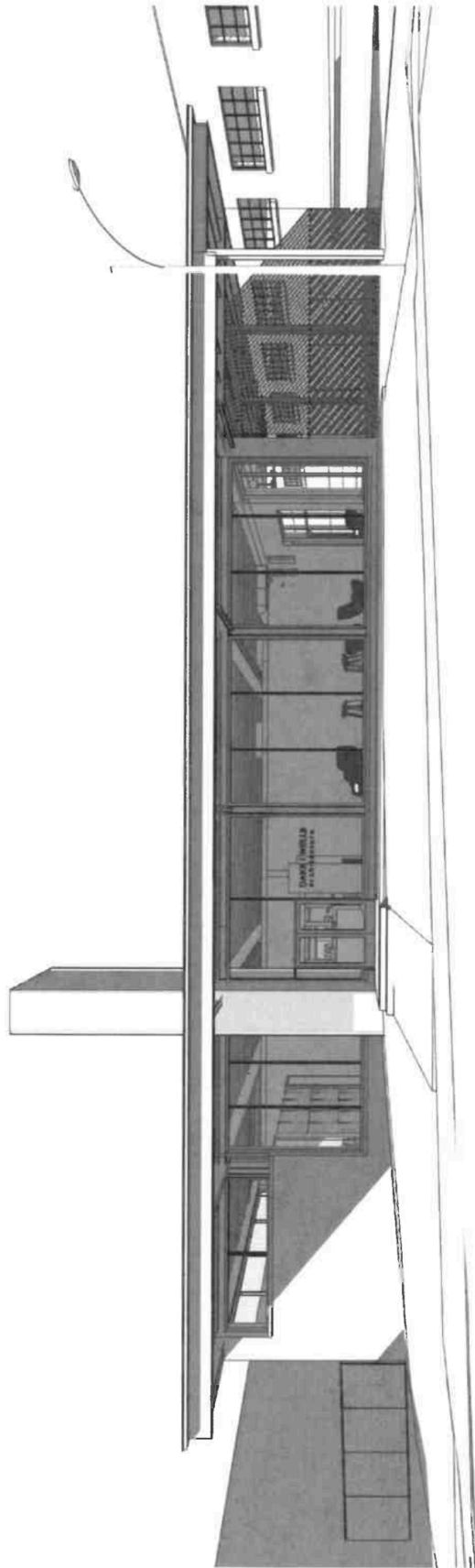


521 N BOONVILLE MEZANINE FLOOR PLAN

SCALE 1/16" = 1'-0"

A3

DAKE | WELLS architecture
Tuesday, May 9, 2023



EAST ELEVATION

521 N BOONVILLE

PERSPECTIVE IMAGES

A4

DAKE | WELLS architecture

Tuesday, May 9, 2023





SOUTHEAST CORNER

521 N BOONVILLE

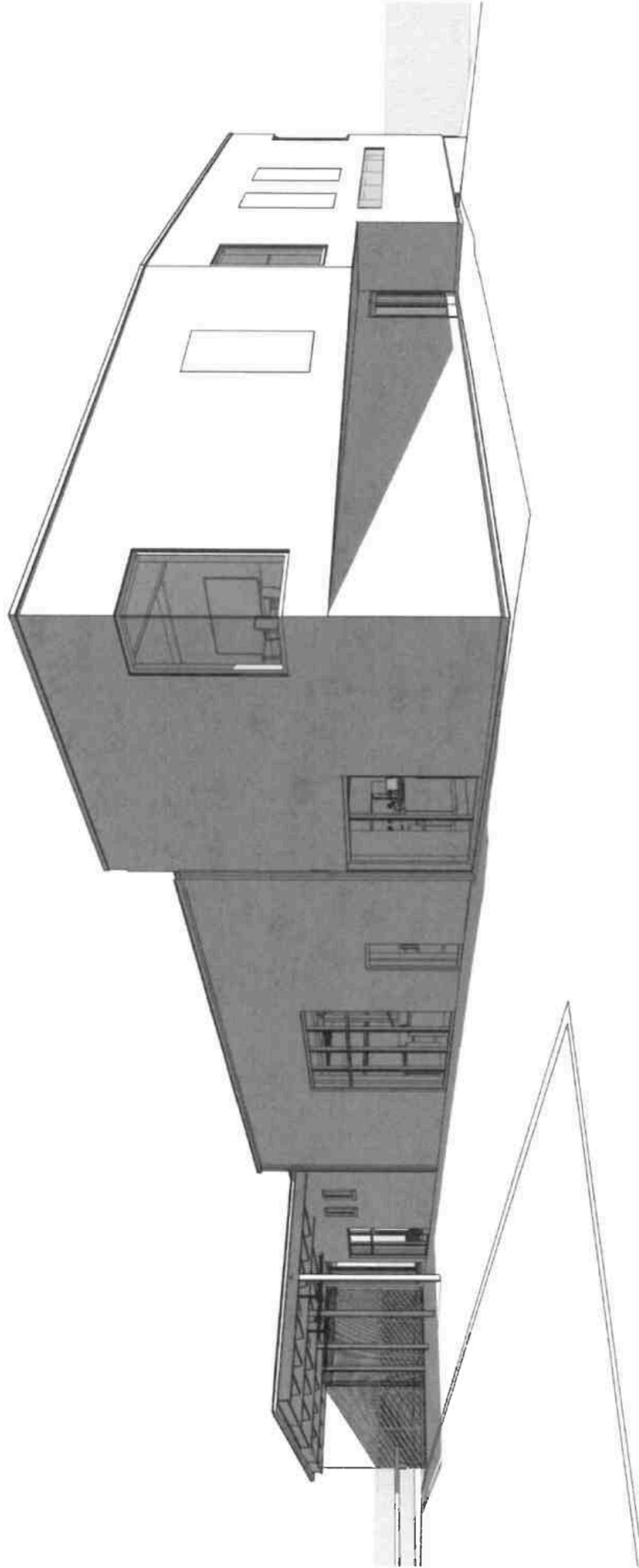
PERSPECTIVE IMAGES

A5

DAKE | WELLS architecture

Tuesday, May 9, 2023





41

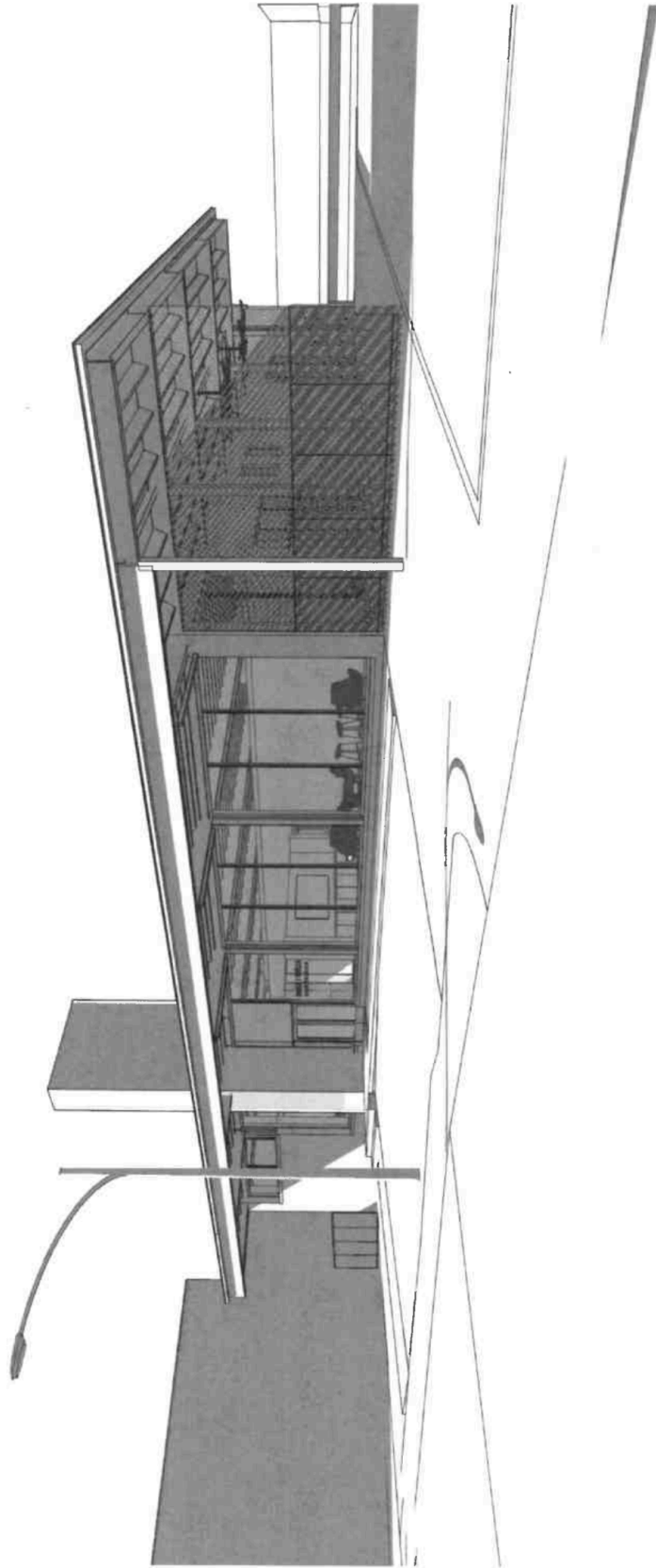
NORTHWEST CORNER

521 N BOONVILLE PERSPECTIVE IMAGES

A6

DAKE | WELLS architecture
Tuesday, May 9, 2023





NORTHEAST CORNER

521 N BOONVILLE PERSPECTIVE IMAGES

A7

DAKE | WELLS architecture
Tuesday, May 9, 2023



EXHIBIT D

Appraisal by Ron S. Phillips, MAI
Dated: June 30, 2024

(Provided under Separate Cover)

EXHIBIT E

Tax Impact Analysis

521 NORTH BOONVILLE

Prepared by: Dake Wells Architecture

Date: September 24, 2024

2023 Real Estate Assessment & Taxes			
based on 2023 Assessment			
	Land	Improvements	Total Appraised
Commercial Market Value	\$109,800	\$178,300	\$288,100
Assessed Value	\$35,140	\$57,060	\$92,200
Jurisdiction	Levy %		2023 Tax
City of Springfield	0.6091%		\$561.59
Springfield--Greene County Library	0.2328%		\$214.64
Ozarks Technical College (OTC)	0.1871%		\$172.51
Greene County	0.1024%		\$94.41
Roads & Bridges	0.1025%		\$94.51
State of Missouri	0.0300%		\$27.66
Springfield R-12	3.9787%		\$3,668.36
County Senior Citizens Services	0.0472%		\$43.52
County Dev Disability Programs	0.0448%		\$41.31
Commercial SurTax	1.0400%		\$958.88
Total	6.3746%		\$5,877.38
Downtown Springfield CID (special assessment)	0.4020%		\$370.64

2025 Real Estate Assessment & Taxes			
*based on Appraisal after Redevelopment			
	Land	Improvements	Total Appraised
Commercial Market Value	\$360,000	\$2,770,000	\$3,130,000
Assessed Value	32% \$115,200	\$886,400	\$1,001,600
Jurisdiction	Levy %		2024 Tax
City of Springfield	0.6091%		\$6,100.75
Springfield--Greene County Library	0.2328%		\$2,331.72
Ozarks Technical College (OTC)	0.1871%		\$1,873.99
Greene County	0.1024%		\$1,025.64
Roads & Bridges	0.1025%		\$1,026.64
State of Missouri	0.0300%		\$300.48
Springfield R-12	3.9787%		\$39,850.66
County Senior Citizens Services	0.0472%		\$472.76
County Dev Disability Programs	0.0448%		\$448.72
Commercial Surtax	1.0400%		\$10,416.64
Total	6.3746%		\$63,847.99
Downtown Springfield CID (special assessment)	0.4020%		\$4,026.43

*Appraisal prepared by Ron S. Phillips, MAI on June 30, 2024

521 NORTH BOONVILLE
Prepared by: Dale Wells Architecture
Date: September 24, 2024

Tax Impact Analysis
Projected Tax Revenue without Redevelopment (but acquisition by Developer)

Biennial Growth Rate Assumption -1.00%

		Assessed Value (\$)				Real Estate Taxes Paid											
		0.6091%	0.2328%	0.1871%	0.1024%	0.1025%	0.0300%	3.978%	0.0472%	0.0448%	1.0400%	6.3746%	0.4020%				
Plan Year	Calendar Year	Land	Imp.	City of Springfield	Greene Co. Library	OTC	Greene County	Roads & Bridges	State of Missouri	Springfield R-12	Co. Senior Citizens	Co. Disability Programs	Commercial SurTax	TAX PAID	Springfield CID (special assessment)	Downtown	
construction	2024																
1	2025	\$35,140	\$57,060	\$562	\$215	\$173	\$94	\$95	\$28	\$3,668	\$44	\$41	\$959	\$5,877	\$371	\$371	
2	2026	\$35,140	\$57,060	\$562	\$215	\$173	\$94	\$95	\$28	\$3,668	\$44	\$41	\$959	\$5,877	\$371	\$371	
3	2027	\$34,789	\$56,489	\$556	\$212	\$171	\$93	\$94	\$27	\$3,632	\$43	\$41	\$949	\$5,819	\$367	\$367	
4	2028	\$34,789	\$56,489	\$556	\$212	\$171	\$93	\$94	\$27	\$3,632	\$43	\$41	\$949	\$5,819	\$367	\$367	
5	2029	\$34,441	\$55,925	\$550	\$210	\$169	\$93	\$93	\$27	\$3,595	\$43	\$40	\$940	\$5,760	\$363	\$363	
6	2030	\$34,441	\$55,925	\$550	\$210	\$169	\$93	\$93	\$27	\$3,595	\$43	\$40	\$940	\$5,760	\$363	\$363	
7	2031	\$34,096	\$55,365	\$545	\$208	\$167	\$92	\$92	\$27	\$3,559	\$42	\$40	\$930	\$5,703	\$360	\$360	
8	2032	\$34,096	\$55,365	\$545	\$208	\$167	\$92	\$92	\$27	\$3,559	\$42	\$40	\$930	\$5,703	\$360	\$360	
9	2033	\$33,755	\$54,812	\$539	\$206	\$166	\$91	\$91	\$27	\$3,524	\$42	\$40	\$921	\$5,646	\$356	\$356	
10	2034	\$33,755	\$54,812	\$539	\$206	\$166	\$91	\$91	\$27	\$3,524	\$42	\$40	\$921	\$5,646	\$356	\$356	
		TOTAL				\$5,505	\$2,104	\$1,691	\$925	\$926	\$271	\$35,957	\$427	\$405	\$9,399	\$57,610	\$3,633
11	2035	\$33,418	\$54,263	\$534	\$204	\$164	\$90	\$90	\$26	\$3,489	\$41	\$39	\$912	\$5,589	\$352	\$352	
12	2036	\$33,418	\$54,263	\$534	\$204	\$164	\$90	\$90	\$26	\$3,489	\$41	\$39	\$912	\$5,589	\$352	\$352	
13	2037	\$33,084	\$53,721	\$529	\$202	\$162	\$89	\$89	\$26	\$3,454	\$41	\$39	\$903	\$5,533	\$349	\$349	
14	2038	\$33,084	\$53,721	\$529	\$202	\$162	\$89	\$89	\$26	\$3,454	\$41	\$39	\$903	\$5,533	\$349	\$349	
15	2039	\$32,753	\$53,184	\$523	\$200	\$161	\$88	\$88	\$26	\$3,419	\$41	\$38	\$894	\$5,478	\$345	\$345	
16	2040	\$32,753	\$53,184	\$523	\$200	\$161	\$88	\$88	\$26	\$3,419	\$41	\$38	\$894	\$5,478	\$345	\$345	
17	2041	\$32,425	\$52,652	\$518	\$198	\$159	\$87	\$87	\$26	\$3,385	\$40	\$38	\$885	\$5,423	\$342	\$342	
18	2042	\$32,425	\$52,652	\$518	\$198	\$159	\$87	\$87	\$26	\$3,385	\$40	\$38	\$885	\$5,423	\$342	\$342	
19	2043	\$32,101	\$52,125	\$513	\$196	\$158	\$86	\$86	\$25	\$3,351	\$40	\$38	\$876	\$5,369	\$339	\$339	
20	2044	\$32,101	\$52,125	\$513	\$196	\$158	\$86	\$86	\$25	\$3,351	\$40	\$38	\$876	\$5,369	\$339	\$339	

Tax Impact Analysis
Projected Tax Revenue with Redevelopment, but without Tax Abatement

Biennial Growth Rate Assumption 2.00%

Plan Year	Calendar Year	Assessed Value (\$)	Real Estate Taxes Paid										TAX PAID	Commercial SurTax	Co. Disability Programs	Co. Senior Citizens	Springfield R-12	State of Missouri	Springfield	0.0300%	3.9787%	0.0472%	0.0448%	1.0400%	6.3746%	0.4020% Downtown Springfield CID (special assessment)		
			City of Springfield	Greene Co. Library	OTC	Greene County	Roads & Bridges	0.1025%	0.1024%	0.1871%	0.1024%	0.1025%															0.0300%	3.9787%
construction	2024																											
	1	2025	\$115,200	\$886,400	\$2,332	\$1,874	\$1,026	\$1,027	\$300	\$39,851	\$473	\$449	\$10,417	\$63,848	\$4,026													
	2	2026	\$115,200	\$886,400	\$2,332	\$1,874	\$1,026	\$1,027	\$300	\$39,851	\$473	\$449	\$10,417	\$63,848	\$4,026													
	3	2027	\$117,504	\$904,128	\$2,378	\$1,911	\$1,046	\$1,047	\$306	\$40,648	\$482	\$458	\$10,625	\$65,125	\$4,107													
	4	2028	\$117,504	\$904,128	\$2,378	\$1,911	\$1,046	\$1,047	\$306	\$40,648	\$482	\$458	\$10,625	\$65,125	\$4,107													
	5	2029	\$119,854	\$922,211	\$2,426	\$1,950	\$1,067	\$1,068	\$313	\$41,461	\$492	\$467	\$10,837	\$66,427	\$4,189													
	6	2030	\$119,854	\$922,211	\$2,426	\$1,950	\$1,067	\$1,068	\$313	\$41,461	\$492	\$467	\$10,837	\$66,427	\$4,189													
	7	2031	\$122,251	\$940,655	\$2,474	\$1,989	\$1,088	\$1,089	\$319	\$42,290	\$502	\$476	\$11,054	\$67,756	\$4,273													
	8	2032	\$122,251	\$940,655	\$2,474	\$1,989	\$1,088	\$1,089	\$319	\$42,290	\$502	\$476	\$11,054	\$67,756	\$4,273													
	9	2033	\$124,696	\$959,468	\$2,524	\$2,028	\$1,110	\$1,111	\$325	\$43,136	\$512	\$486	\$11,275	\$69,111	\$4,358													
10	2034	\$124,696	\$959,468	\$2,524	\$2,028	\$1,110	\$1,111	\$325	\$43,136	\$512	\$486	\$11,275	\$69,111	\$4,358														
TOTAL			\$63,497	\$24,269	\$19,505	\$10,675	\$10,685	\$3,127	\$414,769	\$4,920	\$4,670	\$108,417	\$664,535	\$41,907														
11	2035	\$127,190	\$978,657	\$2,574	\$2,069	\$1,132	\$1,133	\$332	\$43,998	\$522	\$495	\$11,501	\$70,493	\$4,446														
12	2036	\$127,190	\$978,657	\$2,574	\$2,069	\$1,132	\$1,133	\$332	\$43,998	\$522	\$495	\$11,501	\$70,493	\$4,446														
13	2037	\$129,734	\$998,230	\$2,626	\$2,110	\$1,155	\$1,156	\$338	\$44,878	\$532	\$505	\$11,731	\$71,903	\$4,534														
14	2038	\$129,734	\$998,230	\$2,626	\$2,110	\$1,155	\$1,156	\$338	\$44,878	\$532	\$505	\$11,731	\$71,903	\$4,534														
15	2039	\$132,329	\$1,018,195	\$2,678	\$2,153	\$1,178	\$1,179	\$345	\$45,776	\$543	\$515	\$11,965	\$73,341	\$4,625														
16	2040	\$132,329	\$1,018,195	\$2,678	\$2,153	\$1,178	\$1,179	\$345	\$45,776	\$543	\$515	\$11,965	\$73,341	\$4,625														
17	2041	\$134,975	\$1,038,559	\$2,732	\$2,196	\$1,202	\$1,203	\$352	\$46,691	\$554	\$526	\$12,205	\$74,808	\$4,718														
18	2042	\$134,975	\$1,038,559	\$2,732	\$2,196	\$1,202	\$1,203	\$352	\$46,691	\$554	\$526	\$12,205	\$74,808	\$4,718														
19	2043	\$137,675	\$1,059,330	\$2,787	\$2,240	\$1,226	\$1,227	\$359	\$47,625	\$565	\$536	\$12,449	\$76,304	\$4,812														
20	2044	\$137,675	\$1,059,330	\$2,787	\$2,240	\$1,226	\$1,227	\$359	\$47,625	\$565	\$536	\$12,449	\$76,304	\$4,812														

Tax Impact Analysis
Projected Tax Revenue with Redevelopment and with Tax Abatement

Biennial Growth Rate Assumption 2.00%

Plan Year	Calendar Year	Assessed Value (\$)	Real Estate Taxes Paid										TAX PAID	Springfield CID (special assessment)
			0.6091%	0.2328%	0.1871%	0.1024%	0.1025%	0.0300%	3.9787%	0.0472%	0.0448%	1.0400%		
		Land Improvements	City of Springfield	Greene Co. Library	OTC	Greene County	Roads & Bridges	State of Missouri	Springfield R-12	Co. Senior Citizens	Co. Disability Programs	Commercial SurTax		
construction	2024													
1	2025	\$35,140	\$562	\$215	\$173	\$94	\$95	\$28	\$3,668	\$44	\$41	\$959	\$5,877	\$4,026
2	2026	\$35,140	\$562	\$215	\$173	\$94	\$95	\$28	\$3,668	\$44	\$41	\$959	\$5,877	\$4,026
3	2027	\$35,140	\$562	\$215	\$173	\$94	\$95	\$28	\$3,668	\$44	\$41	\$959	\$5,877	\$4,107
4	2028	\$35,140	\$562	\$215	\$173	\$94	\$95	\$28	\$3,668	\$44	\$41	\$959	\$5,877	\$4,107
5	2029	\$35,140	\$562	\$215	\$173	\$94	\$95	\$28	\$3,668	\$44	\$41	\$959	\$5,877	\$4,189
6	2030	\$35,140	\$562	\$215	\$173	\$94	\$95	\$28	\$3,668	\$44	\$41	\$959	\$5,877	\$4,189
7	2031	\$35,140	\$562	\$215	\$173	\$94	\$95	\$28	\$3,668	\$44	\$41	\$959	\$5,877	\$4,273
8	2032	\$35,140	\$562	\$215	\$173	\$94	\$95	\$28	\$3,668	\$44	\$41	\$959	\$5,877	\$4,273
9	2033	\$35,140	\$562	\$215	\$173	\$94	\$95	\$28	\$3,668	\$44	\$41	\$959	\$5,877	\$4,358
10	2034	\$35,140	\$562	\$215	\$173	\$94	\$95	\$28	\$3,668	\$44	\$41	\$959	\$5,877	\$4,358
TOTAL														
11	2035	\$127,190	\$6,736	\$2,574	\$2,069	\$1,132	\$1,133	\$332	\$43,998	\$522	\$495	\$11,501	\$70,493	\$4,446
12	2036	\$127,190	\$6,736	\$2,574	\$2,069	\$1,132	\$1,133	\$332	\$43,998	\$522	\$495	\$11,501	\$70,493	\$4,446
13	2037	\$129,734	\$978,657	\$2,626	\$2,110	\$1,155	\$1,156	\$338	\$44,878	\$532	\$505	\$11,731	\$71,903	\$4,534
14	2038	\$129,734	\$998,230	\$2,626	\$2,110	\$1,155	\$1,156	\$338	\$44,878	\$532	\$505	\$11,731	\$71,903	\$4,534
15	2039	\$132,329	\$1,018,195	\$2,678	\$2,153	\$1,178	\$1,179	\$345	\$45,776	\$543	\$515	\$11,965	\$73,341	\$4,625
16	2040	\$132,329	\$1,018,195	\$2,678	\$2,153	\$1,178	\$1,179	\$345	\$45,776	\$543	\$515	\$11,965	\$73,341	\$4,625
17	2041	\$134,975	\$1,038,559	\$2,732	\$2,196	\$1,202	\$1,203	\$352	\$46,691	\$554	\$526	\$12,205	\$74,808	\$4,718
18	2042	\$134,975	\$1,038,559	\$2,732	\$2,196	\$1,202	\$1,203	\$352	\$46,691	\$554	\$526	\$12,205	\$74,808	\$4,718
19	2043	\$137,675	\$1,059,330	\$2,787	\$2,240	\$1,226	\$1,227	\$359	\$47,625	\$565	\$536	\$12,449	\$76,304	\$4,812
20	2044	\$137,675	\$1,059,330	\$2,787	\$2,240	\$1,226	\$1,227	\$359	\$47,625	\$565	\$536	\$12,449	\$76,304	\$4,812

521 NORTH BOONVILLE

Prepared by: Dake Wells Architecture
Date: September 24, 2024

Tax Impact Analysis

Tax Revenue

Jurisdiction	Tax Revenue			
	Without Redevelopment or Abatement	With Redevelopment and Abatement	Impact on Jurisdiction Years 1-10	With Redevelopment Year 11
City of Springfield	\$5,504.70	\$5,615.90	\$111.20	\$6,735.72
Springfield--Greene County Library	\$2,103.91	\$2,146.42	\$42.50	\$2,574.41
Ozarks Technical College (OTC)	\$1,690.90	\$1,725.06	\$34.16	\$2,069.04
Greene County	\$925.43	\$944.13	\$18.69	\$1,132.39
Roads & Bridges	\$926.34	\$945.05	\$18.71	\$1,133.49
State of Missouri	\$271.12	\$276.60	\$5.48	\$331.75
Springfield R-12	\$35,957.24	\$36,683.61	\$726.37	\$43,998.35
County Senior Citizens Services	\$426.57	\$435.18	\$8.62	\$521.96
County Dev Disability Programs	\$404.88	\$413.06	\$8.18	\$495.42
Commercial SurTax	\$9,398.93	\$9,588.80	\$189.87	\$11,500.81
Total	\$57,610.03	\$58,773.81	\$1,163.78	\$70,493.34
10 Year Avg. (excluding CID tax)	<u>\$5,761.00</u>	<u>\$5,877.38</u>		
				<u>\$12,883.31</u> (Additional Tax Revenue in Year 11 if Developed)
Downtown Springfield CID (special assessment)	\$3,633.05	\$41,907.43	\$38,274.38	\$4,445.51

EXHIBIT F

Project Proforma

Prepared by: Dake Wells Architecture
Date: September 24, 2024

	YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5	
	Projections	2025 w/ Abatement	Projections	2026 w/ Abatement	Projections	2027 w/ Abatement	Projections	2028 w/ Abatement	Projections	2029 w/ Abatement
INCOME	Gross Rents	\$249,524	\$249,524	\$254,514	\$259,605	\$259,605	\$264,797	\$264,797	\$270,093	\$270,093
	Less Vacancy	\$6,238	\$6,238	\$6,363	\$6,363	\$6,490	\$6,490	\$6,620	\$6,752	\$6,752
	GROSS INCOME	\$243,286	\$243,286	\$248,152	\$248,152	\$253,115	\$253,115	\$258,177	\$263,341	\$263,341
EXPENSES	Property Taxes	\$63,848	\$5,877	\$63,848	\$5,877	\$65,125	\$5,877	\$65,125	\$66,427	\$5,877
	Springfield CID Insurance	\$4,026	\$4,026	\$4,026	\$4,026	\$4,107	\$4,107	\$4,107	\$4,189	\$4,189
	Management and Accounting Reserves for Replacement	\$6,082	\$6,082	\$6,204	\$6,204	\$6,328	\$6,328	\$6,454	\$6,583	\$6,583
		\$2,268	\$2,268	\$2,313	\$2,313	\$2,360	\$2,360	\$2,407	\$2,455	\$2,455
	TOTAL EXPENSES	\$76,224	\$18,254	\$76,391	\$18,421	\$77,919	\$18,672	\$78,093	\$79,655	\$19,105
	NET OPERATING INCOME	\$167,062	\$225,032	\$171,760	\$229,731	\$175,196	\$234,443	\$180,084	\$183,686	\$244,236
	less Debt Service*	\$245,242	\$245,242	\$245,242	\$245,242	\$245,242	\$245,242	\$245,242	\$245,242	\$245,242
CASH FLOW	Cash-on-Cash Return	(\$78,180)	(\$20,210)	(\$73,482)	(\$15,511)	(\$70,046)	(\$10,799)	(\$65,158)	(\$61,556)	(\$1,006)
		-0.24	-0.08	-0.23	-0.06	-0.22	-0.04	-0.20	-0.19	0.00
LTV		94.50%	94.50%	92.65%	92.65%	90.84%	90.84%	89.05%	87.31%	87.31%
Debt-Service Ratio		0.68	0.92	0.70	0.94	0.71	0.96	0.73	0.75	0.75
Market Value		\$3,130,000	\$3,130,000	\$3,192,600	\$3,192,600	\$3,256,452	\$3,256,452	\$3,321,581	\$3,388,013	\$3,388,013
Market CAP		5.34%	7.19%							

Acquisition Loan		Construction Loan		Total Project	
Acquisition Amount	\$350,000	Construction Budget	\$3,162,633	Total Project Budget	\$3,867,884
		Soft Costs	\$355,251	Initial Equity	\$909,884
Initial Equity	\$52,500	Initial Equity	\$502,133	Total Loan Amounts	\$2,958,000
Loan Amount	\$297,500	Loan Amount	\$2,660,500		
Rate	3.00%	Rate	6.99%	Rate	varies
Amortization	240 Months	Amortization	300 Months	Amortization	varies
Monthly Payment	\$1,649.93	Monthly Payment	\$18,786.89	Monthly Payment	\$20,436.82
Annual Payment	\$19,799.13	Annual Payment	\$225,447.70	Annual Payment	\$245,241.84

Annual Rent Increase	2.00%	
Vacancy Loss	2.50%	\$6,238
Property Taxes	6.37%	\$63,848 w/o abatement
Springfield CID	0.40%	\$4,026
Insurance	0.00%	\$0
Management & Accounting	2.50%	\$6,082
Reserves for Replacement	0.93%	\$2,268

Proforma for 521 North Boonville Redevelopment

YEAR 6			YEAR 7			YEAR 8			YEAR 9			YEAR 10		
2030	2030	2030	2031	2031	2031	2032	2032	2032	2033	2033	2033	2034	2034	2034
Projections	w/ Abatement		Projections	w/ Abatement		Projections	w/ Abatement		Projections	w/ Abatement		Projections	w/ Abatement	
\$275,495	\$275,495		\$281,005	\$281,005	\$281,005	\$286,625	\$286,625	\$286,625	\$292,357	\$292,357	\$292,357	\$298,204	\$298,204	\$298,204
\$6,887	\$6,887		\$7,025	\$7,025	\$7,025	\$7,166	\$7,166	\$7,166	\$7,309	\$7,309	\$7,309	\$7,455	\$7,455	\$7,455
\$268,607	\$268,607		\$273,980	\$273,980	\$273,980	\$279,459	\$279,459	\$279,459	\$285,048	\$285,048	\$285,048	\$290,749	\$290,749	\$290,749
\$66,427	\$5,877		\$67,756	\$5,877	\$5,877	\$67,756	\$5,877	\$5,877	\$69,111	\$5,877	\$5,877	\$69,111	\$5,877	\$5,877
\$4,189	\$4,189		\$4,273	\$4,273	\$4,273	\$4,273	\$4,273	\$4,273	\$4,358	\$4,358	\$4,358	\$4,358	\$4,358	\$4,358
\$6,715	\$6,715		\$6,849	\$6,849	\$6,849	\$6,986	\$6,986	\$6,986	\$7,126	\$7,126	\$7,126	\$7,269	\$7,269	\$7,269
\$2,504	\$2,504		\$2,554	\$2,554	\$2,554	\$2,605	\$2,605	\$2,605	\$2,657	\$2,657	\$2,657	\$2,710	\$2,710	\$2,710
\$79,836	\$19,286		\$81,432	\$19,554	\$19,554	\$81,620	\$19,742	\$19,742	\$83,253	\$20,019	\$20,019	\$83,448	\$20,215	\$20,215
\$188,772	\$249,322		\$192,547	\$254,426		\$197,839	\$259,717		\$201,796	\$265,029		\$207,301	\$270,535	
\$245,242	\$245,242		\$245,242	\$245,242	\$245,242	\$245,242	\$245,242	\$245,242	\$245,242	\$245,242	\$245,242	\$245,242	\$245,242	\$245,242
(\$56,470)	\$4,080		(\$52,695)	\$9,184	\$9,184	(\$47,403)	\$14,476	\$14,476	(\$43,446)	\$19,787	\$19,787	(\$37,941)	\$25,293	\$25,293
-0.17	0.02		-0.16	0.03	0.03	-0.15	0.05	0.05	-0.13	0.07	0.07	-0.12	0.10	0.10
85.60%	85.60%		83.92%	83.92%	83.92%	82.27%	82.27%	82.27%	80.66%	80.66%	80.66%	79.08%	79.08%	79.08%
0.77	1.02		0.79	1.04	1.04	0.81	1.06	1.06	0.82	1.08	1.08	0.85	1.10	1.10
\$3,455,773	\$3,455,773		\$3,524,888	\$3,524,888	\$3,524,888	\$3,595,386	\$3,595,386	\$3,595,386	\$3,667,294	\$3,667,294	\$3,667,294	\$3,740,640	\$3,740,640	\$3,740,640

521 NORTH BOONVILLE

Prepared by: Dake Wells Architecture

Date: September 24, 2024

RETURN ANALYSIS		
Cash-on-Cash Return (without Abatement)		
	Construction	Year 1
Down Payment for Acquisition Loan	(\$52,500)	
Down Payment for Construction Loan	(\$502,133)	
Developer Cash for Soft Costs	(\$355,251)	
Cash Flow		(\$78,180)
Total Cash Flow	(\$909,884)	(\$78,180)
Cumulative Cash Flow	(\$909,884)	(\$988,064)
Cumulative Cash-on-Cash Return at Stabilization		92.09%
Year 1 Cash-on-Cash Return		-0.24

Cash-on-Cash Return (with Abatement)		
	Construction	Year 1
Down Payment for Acquisition Loan	(\$52,500)	
Down Payment for Construction Loan	(\$502,133)	
Developer Cash for Soft Costs	(\$355,251)	
Cash Flow		(\$20,210)
Total Cash Flow	(\$909,884)	(\$20,210)
Cumulative Cash Flow	(\$909,884)	(\$930,094)
Cumulative Cash-on-Cash Return at Stabilization		97.83%
Year 1 Cash-on-Cash Return		-0.08

Loan Amortization Tables

Acquisition Loan					Construction Loan					Total Project				
Acquisition Amount		\$350,000			Construction Budget		\$3,162,633			Total Budget		\$3,512,633		
Down Payment (15%)		\$52,500			Down Payment (20%)		\$502,133			Total Down Payment		\$554,633		
Loan Amount		\$297,500			Loan Amount		\$2,660,500			Total Loan Amounts		\$2,958,000		
Rate		3.00%			Rate		6.99%			Rate		varies		
Amortization		240 Months			Amortization		300 Months			Amortization		varies		
Monthly Payment		(\$1,649.93)			Monthly Payment		(\$18,786.89)			Monthly Payment		(\$20,436.82)		
Annual Payment		(\$19,799.13)			Annual Payment		(\$225,442.70)			Annual Payment		(\$245,241.84)		
Pay#	Date	Principal	Interest	Balance	Pay#	Date	Principal	Interest	Balance	Date	Principal	Interest	Balance	
	Jan-22					Jan-22				Jan-22				
	Feb-22			\$297,500.00		Feb-22				Feb-22			\$297,500.00	
1	Mar-22	(\$906.18)	(\$743.75)	\$296,593.82		Mar-22				Mar-22	(\$906.18)	(\$743.75)	\$296,593.82	
2	Apr-22	(\$908.44)	(\$741.48)	\$295,685.38		Apr-22				Apr-22	(\$908.44)	(\$741.48)	\$295,685.38	
3	May-22	(\$910.71)	(\$739.21)	\$294,774.66		May-22				May-22	(\$910.71)	(\$739.21)	\$294,774.66	
4	Jun-22	(\$912.99)	(\$736.94)	\$293,861.67		Jun-22				Jun-22	(\$912.99)	(\$736.94)	\$293,861.67	
5	Jul-22	(\$915.27)	(\$734.65)	\$292,946.40		Jul-22				Jul-22	(\$915.27)	(\$734.65)	\$292,946.40	
6	Aug-22	(\$917.56)	(\$732.37)	\$292,028.84		Aug-22				Aug-22	(\$917.56)	(\$732.37)	\$292,028.84	
7	Sep-22	(\$919.86)	(\$730.07)	\$291,108.98		Sep-22				Sep-22	(\$919.86)	(\$730.07)	\$291,108.98	
8	Oct-22	(\$922.16)	(\$727.77)	\$290,186.83		Oct-22				Oct-22	(\$922.16)	(\$727.77)	\$290,186.83	
9	Nov-22	(\$924.46)	(\$725.47)	\$289,262.37		Nov-22				Nov-22	(\$924.46)	(\$725.47)	\$289,262.37	
10	Dec-22	(\$926.77)	(\$723.16)	\$288,335.59		Dec-22				Dec-22	(\$926.77)	(\$723.16)	\$288,335.59	
11	Jan-23	(\$929.09)	(\$720.84)	\$287,406.50		Jan-23				Jan-23	(\$929.09)	(\$720.84)	\$287,406.50	
12	Feb-23	(\$931.41)	(\$718.52)	\$286,475.09		Feb-23				Feb-23	(\$931.41)	(\$718.52)	\$286,475.09	
13	Mar-23	(\$933.74)	(\$716.19)	\$285,541.35		Mar-23				Mar-23	(\$933.74)	(\$716.19)	\$285,541.35	
14	Apr-23	(\$936.07)	(\$713.85)	\$284,605.28		Apr-23				Apr-23	(\$936.07)	(\$713.85)	\$284,605.28	
15	May-23	(\$938.41)	(\$711.51)	\$283,666.86		May-23				May-23	(\$938.41)	(\$711.51)	\$283,666.86	
16	Jun-23	(\$940.76)	(\$709.17)	\$282,726.10		Jun-23				Jun-23	(\$940.76)	(\$709.17)	\$282,726.10	
17	Jul-23	(\$943.11)	(\$706.82)	\$281,782.99		Jul-23				Jul-23	(\$943.11)	(\$706.82)	\$281,782.99	
18	Aug-23	(\$945.47)	(\$704.46)	\$280,837.52		Aug-23				Aug-23	(\$945.47)	(\$704.46)	\$280,837.52	
19	Sep-23	(\$947.83)	(\$702.09)	\$279,889.69		Sep-23				Sep-23	(\$947.83)	(\$702.09)	\$279,889.69	
20	Oct-23	(\$950.20)	(\$699.72)	\$278,939.48		Oct-23				Oct-23	(\$950.20)	(\$699.72)	\$278,939.48	
21	Nov-23	(\$952.58)	(\$697.35)	\$277,986.90		Nov-23				Nov-23	(\$952.58)	(\$697.35)	\$277,986.90	
22	Dec-23	(\$954.96)	(\$694.97)	\$277,031.94		Dec-23				Dec-23	(\$954.96)	(\$694.97)	\$277,031.94	
23	Jan-24	(\$957.35)	(\$692.58)	\$276,074.60		Jan-24				Jan-24	(\$957.35)	(\$692.58)	\$276,074.60	
24	Feb-24	(\$959.74)	(\$690.19)	\$275,114.85		Feb-24				Feb-24	(\$959.74)	(\$690.19)	\$275,114.85	
25	Mar-24	(\$962.14)	(\$687.79)	\$274,152.71		Mar-24				Mar-24	(\$962.14)	(\$687.79)	\$274,152.71	
26	Apr-24	(\$964.55)	(\$685.38)	\$273,188.17		Apr-24				Apr-24	(\$964.55)	(\$685.38)	\$273,188.17	
27	May-24	(\$966.96)	(\$682.97)	\$272,221.21		May-24				May-24	(\$966.96)	(\$682.97)	\$272,221.21	
28	Jun-24	(\$969.37)	(\$680.55)	\$271,251.83		Jun-24				Jun-24	(\$969.37)	(\$680.55)	\$271,251.83	
29	Jul-24	(\$971.80)	(\$678.13)	\$270,280.04		Jul-24				Jul-24	(\$971.80)	(\$678.13)	\$270,280.04	
30	Aug-24	(\$974.23)	(\$675.70)	\$269,305.81		Aug-24				Aug-24	(\$974.23)	(\$675.70)	\$269,305.81	
31	Sep-24	(\$976.66)	(\$673.26)	\$268,329.15		Sep-24				Sep-24	(\$976.66)	(\$673.26)	\$268,329.15	
32	Oct-24	(\$979.10)	(\$670.82)	\$267,350.04		Oct-24				Oct-24	(\$979.10)	(\$670.82)	\$267,350.04	
33	Nov-24	(\$981.55)	(\$668.38)	\$266,368.49		Nov-24				Nov-24	(\$981.55)	(\$668.38)	\$266,368.49	
34	Dec-24	(\$984.01)	(\$665.92)	\$265,384.48		Dec-24			\$2,660,500	Dec-24	(\$984.01)	(\$665.92)	\$2,925,884.48	
35	Jan-25	(\$986.47)	(\$663.46)	\$264,398.01	1	Jan-25	(\$3,289.48)	(\$15,497.41)	\$2,657,211	Jan-25	(\$4,275.95)	(\$16,160.87)	\$2,921,608.53	
36	Feb-25	(\$988.93)	(\$661.00)	\$263,409.08	2	Feb-25	(\$3,308.64)	(\$15,478.25)	\$2,653,902	Feb-25	(\$4,297.57)	(\$16,139.25)	\$2,917,310.96	
37	Mar-25	(\$991.41)	(\$658.52)	\$262,417.68	3	Mar-25	(\$3,327.91)	(\$15,458.98)	\$2,650,574	Mar-25	(\$4,319.32)	(\$16,117.50)	\$2,912,991.64	
38	Apr-25	(\$993.88)	(\$656.04)	\$261,423.79	4	Apr-25	(\$3,347.30)	(\$15,439.59)	\$2,647,227	Apr-25	(\$4,341.18)	(\$16,095.64)	\$2,908,650.46	
39	May-25	(\$996.37)	(\$653.56)	\$260,427.42	5	May-25	(\$3,366.80)	(\$15,420.10)	\$2,643,860	May-25	(\$4,363.16)	(\$16,073.65)	\$2,904,287.30	
40	Jun-25	(\$998.86)	(\$651.07)	\$259,428.56	6	Jun-25	(\$3,386.41)	(\$15,400.48)	\$2,640,473	Jun-25	(\$4,385.27)	(\$16,051.55)	\$2,899,902.03	
41	Jul-25	(\$1,001.36)	(\$648.57)	\$258,427.21	7	Jul-25	(\$3,406.13)	(\$15,380.76)	\$2,637,067	Jul-25	(\$4,407.49)	(\$16,029.33)	\$2,895,494.54	
42	Aug-25	(\$1,003.86)	(\$646.07)	\$257,423.35	8	Aug-25	(\$3,425.97)	(\$15,360.92)	\$2,633,641	Aug-25	(\$4,429.83)	(\$16,006.99)	\$2,891,064.70	
43	Sep-25	(\$1,006.37)	(\$643.56)	\$256,416.98	9	Sep-25	(\$3,445.93)	(\$15,340.96)	\$2,630,195	Sep-25	(\$4,452.30)	(\$15,984.52)	\$2,886,612.40	
44	Oct-25	(\$1,008.89)	(\$641.04)	\$255,408.09	10	Oct-25	(\$3,466.00)	(\$15,320.89)	\$2,626,729	Oct-25	(\$4,474.89)	(\$15,961.93)	\$2,882,137.51	
45	Nov-25	(\$1,011.41)	(\$638.52)	\$254,396.69	11	Nov-25	(\$3,486.19)	(\$15,300.70)	\$2,623,243	Nov-25	(\$4,497.60)	(\$15,939.22)	\$2,877,639.91	
46	Dec-25	(\$1,013.94)	(\$635.99)	\$253,382.75	12	Dec-25	(\$3,506.50)	(\$15,280.39)	\$2,619,737	Dec-25	(\$4,520.44)	(\$15,916.38)	\$2,873,119.48	
47	Jan-26	(\$1,016.47)	(\$633.46)	\$252,366.28	13	Jan-26	(\$3,526.93)	(\$15,259.97)	\$2,616,210	Jan-26	(\$4,543.40)	(\$15,893.42)	\$2,868,576.08	
48	Feb-26	(\$1,019.01)	(\$630.92)	\$251,347.27	14	Feb-26	(\$3,547.47)	(\$15,239.42)	\$2,612,662	Feb-26	(\$4,566.48)	(\$15,870.34)	\$2,864,009.60	
49	Mar-26	(\$1,021.56)	(\$628.37)	\$250,325.71	15	Mar-26	(\$3,568.13)	(\$15,218.76)	\$2,609,094	Mar-26	(\$4,589.69)	(\$15,847.13)	\$2,859,419.91	
50	Apr-26	(\$1,024.11)	(\$625.81)	\$249,301.59	16	Apr-26	(\$3,588.92)	(\$15,197.97)	\$2,605,505	Apr-26	(\$4,613.03)	(\$15,823.79)	\$2,854,806.87	
51	May-26	(\$1,026.67)	(\$623.25)	\$248,274.92	17	May-26	(\$3,609.82)	(\$15,177.07)	\$2,601,895	May-26	(\$4,636.50)	(\$15,800.32)	\$2,850,170.38	
52	Jun-26	(\$1,029.24)	(\$620.69)	\$247,245.68	18	Jun-26	(\$3,630.85)	(\$15,156.04)	\$2,598,265	Jun-26	(\$4,660.09)	(\$15,776.73)	\$2,845,510.29	
53	Jul-26	(\$1,031.81)	(\$618.11)	\$246,213.87	19	Jul-26	(\$3,652.00)	(\$15,134.89)	\$2,594,613	Jul-26	(\$4,683.81)	(\$15,753.01)	\$2,840,826.47	
54	Aug-26	(\$1,034.39)	(\$615.53)	\$245,179.47	20	Aug-26	(\$3,673.27)	(\$15,113.62)	\$2,590,939	Aug-26	(\$4,707.67)	(\$15,729.15)	\$2,836,118.80	
55	Sep-26	(\$1,036.98)	(\$612.95)	\$244,142.49	21	Sep-26	(\$3,694.67)	(\$15,092.22)	\$2,587,245	Sep-26	(\$4,731.65)	(\$15,705.17)	\$2,831,387.16	
56	Oct-26	(\$1,039.57)	(\$610.36)	\$243,102.92	22	Oct-26	(\$3,716.19)	(\$15,070.70)	\$2,583,528	Oct-26	(\$4,755.76)	(\$15,681.06)	\$2,826,631.39	
57	Nov-26	(\$1,042.17)	(\$607.76)	\$242,060.75	23	Nov-26	(\$3,737.84)	(\$15,049.05)	\$2,579,791	Nov-26	(\$4,780.01)	(\$15,656.81)	\$2,821,851.38	
58	Dec-26	(\$1,044.78)	(\$605.15)	\$241,015.98	24	Dec-26	(\$3,759.61)	(\$15,027.28)	\$2,576,031	Dec-26	(\$4,804.39)	(\$15,632.43)	\$2,817,047.00	
59	Jan-27	(\$1,047.39)	(\$602.54)	\$239,968.59	25	Jan-27	(\$3,781.51)	(\$15,005.38)	\$2,572,250	Jan-27	(\$4,828.90)	(\$15,607.92)	\$2,812,218.10	
60	Feb-27	(\$1,050.01)	(\$599.92)	\$238,918.58	26	Feb-27	(\$3,803.54)	(\$14,983.35)	\$2,568,446	Feb-27	(\$4,853.54)	(\$15,583.27)	\$2,807,364.55	
61	Mar-27	(\$1,052.63)	(\$597.30)	\$237,865.95	27	Mar-27	(\$3,825.69)	(\$14,961.20)	\$2,564,620	Mar-27	(\$4,878.33)	(\$15,558.49)	\$2,802,486.23	
62	Apr-27	(\$1,055.26)	(\$594.66)	\$236,810.69	28	Apr-27	(\$3,847.98)	(\$14,938.91)	\$2,560,772	Apr-27	(\$4,903.24)	(\$15,533.58)	\$2,797,582.98	
63	May-27	(\$1,057.90)	(\$592.03)	\$235,752.79	29	May-27	(\$3,870.39)	(\$14,916.50)	\$2,556,902	May-27	(\$4,928.29)	(\$15,508.53)	\$2,792,654.69	
64	Jun-27	(\$1,060.55)	(\$589.38)	\$234,692.24	30	Jun-27	(\$3,892.94)	(\$14,893.95)	\$2,553,009	Jun-27	(\$4,953.48)	(\$15,483.34)	\$2,787,701.21	
65	Jul-27	(\$1,063.20)	(\$586.73)	\$233,629.04	31	Jul-27	(\$3,915.61)	(\$14,871.28)	\$2,549,093	Jul-27	(\$4,978.81)	(\$15,458.01)	\$2,782,722.39	
66	Aug-27	(\$1,065.86)	(\$584.07)	\$232,563.19	32	Aug-27	(\$3,938.42)	(\$14,848.47)	\$2,545,155	Aug-27	(\$5,004.28)	(\$15,432.54)	\$2,777,718.12	
67	Sep-27	(\$1,068.52)	(\$581.41)	\$231,494.67	33	Sep-27	(\$3,961.36)	(\$14,825.53)	\$2,541,194	Sep-27	(\$5,029.88)	(\$15,406.94)	\$2,772,688.23	
68	Oct-27	(\$1,071.19)	(\$578.74)	\$230,423.48	34	Oct-27	(\$3,984.44)	(\$14,802.45)	\$2,537,209	Oct-27	(\$5,055.63)	(\$15,381.19)	\$2,767,632.60	
69	Nov-27	(\$1,073.87												

70	Dec-27	(\$1,076.55)	(\$573.37)	\$228,273.05	36	Dec-27	(\$4,030.99)	(\$14,755.90)	\$2,529,170	Dec-27	(\$5,107.55)	(\$15,329.27)	\$2,757,443.54
71	Jan-28	(\$1,079.25)	(\$570.68)	\$227,193.81	37	Jan-28	(\$4,054.47)	(\$14,732.42)	\$2,525,116	Jan-28	(\$5,133.72)	(\$15,303.10)	\$2,752,309.82
72	Feb-28	(\$1,081.94)	(\$567.98)	\$226,111.86	38	Feb-28	(\$4,078.09)	(\$14,708.80)	\$2,521,038	Feb-28	(\$5,160.03)	(\$15,276.79)	\$2,747,149.78
73	Mar-28	(\$1,084.65)	(\$565.28)	\$225,027.22	39	Mar-28	(\$4,101.85)	(\$14,685.05)	\$2,516,936	Mar-28	(\$5,186.49)	(\$15,250.33)	\$2,741,963.29
74	Apr-28	(\$1,087.36)	(\$562.57)	\$223,939.86	40	Apr-28	(\$4,125.74)	(\$14,661.15)	\$2,512,810	Apr-28	(\$5,213.10)	(\$15,223.72)	\$2,736,750.19
75	May-28	(\$1,090.08)	(\$559.85)	\$222,849.78	41	May-28	(\$4,149.77)	(\$14,637.12)	\$2,508,661	May-28	(\$5,239.85)	(\$15,196.97)	\$2,731,510.34
76	Jun-28	(\$1,092.80)	(\$557.12)	\$221,756.97	42	Jun-28	(\$4,173.94)	(\$14,612.95)	\$2,504,487	Jun-28	(\$5,266.75)	(\$15,170.07)	\$2,726,243.59
77	Jul-28	(\$1,095.54)	(\$554.39)	\$220,661.44	43	Jul-28	(\$4,198.26)	(\$14,588.63)	\$2,500,288	Jul-28	(\$5,293.79)	(\$15,143.03)	\$2,720,949.80
78	Aug-28	(\$1,098.27)	(\$551.65)	\$219,563.16	44	Aug-28	(\$4,222.71)	(\$14,564.18)	\$2,496,066	Aug-28	(\$5,320.99)	(\$15,115.83)	\$2,715,628.81
79	Sep-28	(\$1,101.02)	(\$548.91)	\$218,462.14	45	Sep-28	(\$4,247.31)	(\$14,539.58)	\$2,491,818	Sep-28	(\$5,348.33)	(\$15,088.49)	\$2,710,280.48
80	Oct-28	(\$1,103.77)	(\$546.16)	\$217,358.37	46	Oct-28	(\$4,272.05)	(\$14,514.84)	\$2,487,546	Oct-28	(\$5,375.82)	(\$15,061.00)	\$2,704,904.66
81	Nov-28	(\$1,106.53)	(\$543.40)	\$216,251.84	47	Nov-28	(\$4,296.93)	(\$14,489.96)	\$2,483,249	Nov-28	(\$5,403.47)	(\$15,033.35)	\$2,699,501.19
82	Dec-28	(\$1,109.30)	(\$540.63)	\$215,142.54	48	Dec-28	(\$4,321.96)	(\$14,464.93)	\$2,478,927	Dec-28	(\$5,431.26)	(\$15,005.56)	\$2,694,069.93
83	Jan-29	(\$1,112.07)	(\$537.86)	\$214,030.47	49	Jan-29	(\$4,347.14)	(\$14,439.75)	\$2,474,580	Jan-29	(\$5,459.21)	(\$14,977.61)	\$2,688,610.72
84	Feb-29	(\$1,114.85)	(\$535.08)	\$212,915.62	50	Feb-29	(\$4,372.46)	(\$14,414.43)	\$2,470,208	Feb-29	(\$5,487.31)	(\$14,949.51)	\$2,683,123.41
85	Mar-29	(\$1,117.64)	(\$532.29)	\$211,797.98	51	Mar-29	(\$4,397.93)	(\$14,388.96)	\$2,465,810	Mar-29	(\$5,515.57)	(\$14,921.25)	\$2,677,607.84
86	Apr-29	(\$1,120.43)	(\$529.49)	\$210,677.55	52	Apr-29	(\$4,423.55)	(\$14,363.34)	\$2,461,386	Apr-29	(\$5,543.98)	(\$14,892.84)	\$2,672,063.85
87	May-29	(\$1,123.23)	(\$526.69)	\$209,554.31	53	May-29	(\$4,449.32)	(\$14,337.58)	\$2,456,937	May-29	(\$5,572.55)	(\$14,864.27)	\$2,666,491.30
88	Jun-29	(\$1,126.04)	(\$523.89)	\$208,428.27	54	Jun-29	(\$4,475.23)	(\$14,311.66)	\$2,452,462	Jun-29	(\$5,601.28)	(\$14,835.54)	\$2,660,890.03
89	Jul-29	(\$1,128.86)	(\$521.07)	\$207,299.41	55	Jul-29	(\$4,501.30)	(\$14,285.59)	\$2,447,960	Jul-29	(\$5,630.16)	(\$14,806.66)	\$2,655,259.87
90	Aug-29	(\$1,131.68)	(\$518.25)	\$206,167.73	56	Aug-29	(\$4,527.52)	(\$14,259.37)	\$2,443,433	Aug-29	(\$5,659.20)	(\$14,777.62)	\$2,649,600.67
91	Sep-29	(\$1,134.51)	(\$515.42)	\$205,033.23	57	Sep-29	(\$4,553.90)	(\$14,233.00)	\$2,438,879	Sep-29	(\$5,688.40)	(\$14,748.42)	\$2,643,912.26
92	Oct-29	(\$1,137.34)	(\$512.58)	\$203,895.88	58	Oct-29	(\$4,580.42)	(\$14,206.47)	\$2,434,299	Oct-29	(\$5,717.77)	(\$14,719.05)	\$2,638,194.50
93	Nov-29	(\$1,140.19)	(\$509.74)	\$202,755.69	59	Nov-29	(\$4,607.10)	(\$14,179.79)	\$2,429,692	Nov-29	(\$5,747.29)	(\$14,689.53)	\$2,632,447.21
94	Dec-29	(\$1,143.04)	(\$506.89)	\$201,612.65	60	Dec-29	(\$4,633.94)	(\$14,152.95)	\$2,425,058	Dec-29	(\$5,776.98)	(\$14,659.84)	\$2,626,670.23
95	Jan-30	(\$1,145.90)	(\$504.03)	\$200,466.76	61	Jan-30	(\$4,660.93)	(\$14,125.96)	\$2,420,397	Jan-30	(\$5,806.83)	(\$14,629.99)	\$2,620,863.40
96	Feb-30	(\$1,148.76)	(\$501.17)	\$199,318.00	62	Feb-30	(\$4,688.08)	(\$14,098.81)	\$2,415,709	Feb-30	(\$5,836.84)	(\$14,599.98)	\$2,615,026.56
97	Mar-30	(\$1,151.63)	(\$498.29)	\$198,166.36	63	Mar-30	(\$4,715.39)	(\$14,071.50)	\$2,410,993	Mar-30	(\$5,867.02)	(\$14,569.80)	\$2,609,159.54
98	Apr-30	(\$1,154.51)	(\$495.42)	\$197,011.85	64	Apr-30	(\$4,742.86)	(\$14,044.04)	\$2,406,250	Apr-30	(\$5,897.37)	(\$14,539.45)	\$2,603,262.17
99	May-30	(\$1,157.40)	(\$492.53)	\$195,854.45	65	May-30	(\$4,770.48)	(\$14,016.41)	\$2,401,480	May-30	(\$5,927.88)	(\$14,508.94)	\$2,597,334.29
100	Jun-30	(\$1,160.29)	(\$489.64)	\$194,694.16	66	Jun-30	(\$4,798.27)	(\$13,988.62)	\$2,396,682	Jun-30	(\$5,958.56)	(\$14,478.26)	\$2,591,375.72
101	Jul-30	(\$1,163.19)	(\$486.74)	\$193,530.97	67	Jul-30	(\$4,826.22)	(\$13,960.67)	\$2,391,855	Jul-30	(\$5,989.41)	(\$14,447.41)	\$2,585,386.31
102	Aug-30	(\$1,166.10)	(\$483.83)	\$192,364.87	68	Aug-30	(\$4,854.33)	(\$13,932.56)	\$2,387,001	Aug-30	(\$6,020.43)	(\$14,416.38)	\$2,579,365.87
103	Sep-30	(\$1,169.02)	(\$480.91)	\$191,195.85	69	Sep-30	(\$4,882.61)	(\$13,904.28)	\$2,382,118	Sep-30	(\$6,051.63)	(\$14,385.19)	\$2,573,314.25
104	Oct-30	(\$1,171.94)	(\$477.99)	\$190,023.92	70	Oct-30	(\$4,911.05)	(\$13,875.84)	\$2,377,207	Oct-30	(\$6,082.99)	(\$14,353.83)	\$2,567,231.26
105	Nov-30	(\$1,174.87)	(\$475.06)	\$188,849.05	71	Nov-30	(\$4,939.66)	(\$13,847.23)	\$2,372,268	Nov-30	(\$6,114.53)	(\$14,322.29)	\$2,561,116.73
106	Dec-30	(\$1,177.81)	(\$472.12)	\$187,671.24	72	Dec-30	(\$4,968.43)	(\$13,818.46)	\$2,367,299	Dec-30	(\$6,146.24)	(\$14,290.58)	\$2,554,970.49
107	Jan-31	(\$1,180.75)	(\$469.18)	\$186,490.49	73	Jan-31	(\$4,997.37)	(\$13,789.52)	\$2,362,302	Jan-31	(\$6,178.12)	(\$14,258.70)	\$2,548,792.37
108	Feb-31	(\$1,183.70)	(\$466.23)	\$185,306.79	74	Feb-31	(\$5,026.48)	(\$13,760.41)	\$2,357,275	Feb-31	(\$6,210.19)	(\$14,226.63)	\$2,542,582.18
109	Mar-31	(\$1,186.66)	(\$463.27)	\$184,120.13	75	Mar-31	(\$5,055.76)	(\$13,731.13)	\$2,352,220	Mar-31	(\$6,242.42)	(\$14,194.40)	\$2,536,339.76
110	Apr-31	(\$1,189.63)	(\$460.30)	\$182,930.50	76	Apr-31	(\$5,085.21)	(\$13,701.68)	\$2,347,134	Apr-31	(\$6,274.84)	(\$14,161.98)	\$2,530,064.92
111	May-31	(\$1,192.60)	(\$457.33)	\$181,737.90	77	May-31	(\$5,114.83)	(\$13,672.06)	\$2,342,020	May-31	(\$6,307.44)	(\$14,129.38)	\$2,523,757.48
112	Jun-31	(\$1,195.58)	(\$454.34)	\$180,542.32	78	Jun-31	(\$5,144.63)	(\$13,642.26)	\$2,336,875	Jun-31	(\$6,340.21)	(\$14,096.61)	\$2,517,417.27
113	Jul-31	(\$1,198.57)	(\$451.36)	\$179,343.75	79	Jul-31	(\$5,174.60)	(\$13,612.30)	\$2,331,700	Jul-31	(\$6,373.17)	(\$14,063.65)	\$2,511,044.11
114	Aug-31	(\$1,201.57)	(\$448.36)	\$178,142.18	80	Aug-31	(\$5,204.74)	(\$13,582.15)	\$2,326,496	Aug-31	(\$6,406.31)	(\$14,030.51)	\$2,504,637.80
115	Sep-31	(\$1,204.57)	(\$445.36)	\$176,937.61	81	Sep-31	(\$5,235.05)	(\$13,551.84)	\$2,321,261	Sep-31	(\$6,439.63)	(\$13,997.19)	\$2,498,198.17
116	Oct-31	(\$1,207.58)	(\$442.34)	\$175,730.02	82	Oct-31	(\$5,265.55)	(\$13,521.34)	\$2,315,995	Oct-31	(\$6,473.13)	(\$13,963.69)	\$2,491,725.04
117	Nov-31	(\$1,210.60)	(\$439.33)	\$174,519.42	83	Nov-31	(\$5,296.22)	(\$13,490.67)	\$2,310,699	Nov-31	(\$6,506.82)	(\$13,930.00)	\$2,485,218.22
118	Dec-31	(\$1,213.63)	(\$436.30)	\$173,305.79	84	Dec-31	(\$5,327.07)	(\$13,459.82)	\$2,305,372	Dec-31	(\$6,540.70)	(\$13,896.12)	\$2,478,677.51
119	Jan-32	(\$1,216.66)	(\$433.26)	\$172,089.13	85	Jan-32	(\$5,358.10)	(\$13,428.79)	\$2,300,014	Jan-32	(\$6,574.76)	(\$13,862.05)	\$2,472,102.75
120	Feb-32	(\$1,219.71)	(\$430.22)	\$170,869.42	86	Feb-32	(\$5,389.31)	(\$13,397.58)	\$2,294,624	Feb-32	(\$6,609.02)	(\$13,827.80)	\$2,465,493.73
121	Mar-32	(\$1,222.75)	(\$427.17)	\$169,646.67	87	Mar-32	(\$5,420.71)	(\$13,366.19)	\$2,289,204	Mar-32	(\$6,643.46)	(\$13,793.36)	\$2,458,850.27
122	Apr-32	(\$1,225.81)	(\$424.12)	\$168,420.86	88	Apr-32	(\$5,452.28)	(\$13,334.61)	\$2,283,751	Apr-32	(\$6,678.09)	(\$13,758.73)	\$2,452,172.18
123	May-32	(\$1,228.88)	(\$421.05)	\$167,191.98	89	May-32	(\$5,484.04)	(\$13,302.85)	\$2,278,267	May-32	(\$6,712.92)	(\$13,723.90)	\$2,445,459.26
124	Jun-32	(\$1,231.95)	(\$417.98)	\$165,960.03	90	Jun-32	(\$5,515.98)	(\$13,270.91)	\$2,272,751	Jun-32	(\$6,747.93)	(\$13,688.89)	\$2,438,711.33
125	Jul-32	(\$1,235.03)	(\$414.90)	\$164,725.00	91	Jul-32	(\$5,548.12)	(\$13,238.78)	\$2,267,203	Jul-32	(\$6,783.14)	(\$13,653.68)	\$2,431,928.19
126	Aug-32	(\$1,238.12)	(\$411.81)	\$163,486.89	92	Aug-32	(\$5,580.43)	(\$13,206.46)	\$2,261,623	Aug-32	(\$6,818.55)	(\$13,618.27)	\$2,425,109.64
127	Sep-32	(\$1,241.21)	(\$408.72)	\$162,245.68	93	Sep-32	(\$5,612.94)	(\$13,173.95)	\$2,256,010	Sep-32	(\$6,854.15)	(\$13,582.67)	\$2,418,255.49
128	Oct-32	(\$1,244.31)	(\$405.61)	\$161,001.36	94	Oct-32	(\$5,645.63)	(\$13,141.26)	\$2,250,364	Oct-32	(\$6,889.95)	(\$13,546.87)	\$2,411,365.54
129	Nov-32	(\$1,247.42)	(\$402.50)	\$159,753.94	95	Nov-32	(\$5,678.52)	(\$13,108.37)	\$2,244,686	Nov-32	(\$6,925.94)	(\$13,510.87)	\$2,404,439.60
130	Dec-32	(\$1,250.54)	(\$399.38)	\$158,503.40	96	Dec-32	(\$5,711.60)	(\$13,075.29)	\$2,238,974	Dec-32	(\$6,962.14)	(\$13,474.68)	\$2,397,477.46
131	Jan-33	(\$1,253.67)	(\$396.26)	\$157,249.73	97	Jan-33	(\$5,744.87)	(\$13,042.02)	\$2,233,229	Jan-33	(\$6,998.54)	(\$13,438.28)	\$2,390,478.92
132	Feb-33	(\$1,256.80)	(\$393.12)	\$155,992.92	98	Feb-33	(\$5,778.33)	(\$13,008.56)	\$2,227,451	Feb-33	(\$7,035.14)	(\$13,401.68)	\$2,383,443.78
133	Mar-33	(\$1,259.95)	(\$389.98)	\$154,732.98	99	Mar-33	(\$5,811.99)	(\$12,974.90)	\$2,221,639	Mar-33	(\$7,071.94)	(\$13,364.88)	\$2,376,371.85
134	Apr-33	(\$1,263.10)	(\$386.83)	\$153,469.88	100	Apr-33	(\$5,845.85)	(\$12,941.05)	\$2,215,793	Apr-33	(\$7,108.94)	(\$13,327.88)	\$2,369,262.91
135	May-33	(\$1,266.25)	(\$383.67)	\$152,203.63	101	May-33	(\$5,879.90)	(\$12,906.99)	\$2,209,913	May-33	(\$7,146.15)	(\$13,290.67)	\$2,362,116.76
136	Jun-33	(\$1,269.42)	(\$380.51)	\$150,934.21	102	Jun-33	(\$5,914.15)	(\$12,872.74)	\$2,203,999	Jun-33	(\$7,183.57)	(\$13,253.25)	\$2,354,933.19
137	Jul-33	(\$1,272.59)	(\$377.34)	\$149,661.62	103	Jul-33	(\$5,948.60)	(\$12,838.29)	\$2,198,050	Jul-33	(\$7,221.19)	(\$13,215.63)	\$2,347,712.00
138	Aug-33	(\$1,275.77)	(\$374.15)	\$148,385.85	104	Aug-33	(\$5,983.25)	(\$12,803.64)	\$2,192,067	Aug-33	(\$7,259.02)	(\$13,177.80)	\$2,340,452.98
139	Sep-33	(\$1,278.96)	(\$370.96)	\$147,106.88	105	Sep-33	(\$6,018.10)	(\$12,768.79)	\$2,186,049	Sep-33	(\$7,297.06)	(\$13,139.76)	\$2,333,1

159	May-35	(\$1,344.45)	(\$305.47)	\$120,845.41	125	May-35	(\$6,759.40)	(\$12,027.49)	\$2,058,047	May-35	(\$8,103.85)	(\$12,332.97)	\$2,178,891.94
160	Jun-35	(\$1,347.81)	(\$302.11)	\$119,497.60	126	Jun-35	(\$6,798.77)	(\$11,988.12)	\$2,051,248	Jun-35	(\$8,146.59)	(\$12,290.23)	\$2,170,745.35
161	Jul-35	(\$1,351.18)	(\$298.74)	\$118,146.41	127	Jul-35	(\$6,838.37)	(\$11,948.52)	\$2,044,409	Jul-35	(\$8,189.56)	(\$12,247.26)	\$2,162,555.79
162	Aug-35	(\$1,354.56)	(\$295.37)	\$116,791.85	128	Aug-35	(\$6,878.21)	(\$11,908.68)	\$2,037,531	Aug-35	(\$8,232.77)	(\$12,204.05)	\$2,154,323.03
163	Sep-35	(\$1,357.95)	(\$291.98)	\$115,433.90	129	Sep-35	(\$6,918.27)	(\$11,868.62)	\$2,030,613	Sep-35	(\$8,276.22)	(\$12,160.60)	\$2,146,046.80
164	Oct-35	(\$1,361.34)	(\$288.58)	\$114,072.56	130	Oct-35	(\$6,958.57)	(\$11,828.32)	\$2,023,654	Oct-35	(\$8,319.91)	(\$12,116.90)	\$2,137,726.89
165	Nov-35	(\$1,364.75)	(\$285.18)	\$112,707.81	131	Nov-35	(\$6,999.11)	(\$11,787.79)	\$2,016,655	Nov-35	(\$8,363.85)	(\$12,072.97)	\$2,129,363.04
166	Dec-35	(\$1,368.16)	(\$281.77)	\$111,339.65	132	Dec-35	(\$7,039.88)	(\$11,747.02)	\$2,009,615	Dec-35	(\$8,408.03)	(\$12,028.79)	\$2,120,955.00
167	Jan-36	(\$1,371.58)	(\$278.35)	\$109,968.07	133	Jan-36	(\$7,080.88)	(\$11,706.01)	\$2,002,534	Jan-36	(\$8,452.46)	(\$11,984.36)	\$2,112,502.54
168	Feb-36	(\$1,375.01)	(\$274.92)	\$108,593.07	134	Feb-36	(\$7,122.13)	(\$11,664.76)	\$1,995,412	Feb-36	(\$8,497.14)	(\$11,939.68)	\$2,104,005.41
169	Mar-36	(\$1,378.45)	(\$271.48)	\$107,214.62	135	Mar-36	(\$7,163.61)	(\$11,623.28)	\$1,988,249	Mar-36	(\$8,542.06)	(\$11,894.76)	\$2,095,463.35
170	Apr-36	(\$1,381.89)	(\$268.04)	\$105,832.73	136	Apr-36	(\$7,205.34)	(\$11,581.55)	\$1,981,043	Apr-36	(\$8,587.23)	(\$11,849.59)	\$2,086,876.11
171	May-36	(\$1,385.35)	(\$264.58)	\$104,447.38	137	May-36	(\$7,247.31)	(\$11,539.58)	\$1,973,796	May-36	(\$8,632.66)	(\$11,804.16)	\$2,078,243.45
172	Jun-36	(\$1,388.81)	(\$261.12)	\$103,058.57	138	Jun-36	(\$7,289.53)	(\$11,497.36)	\$1,966,507	Jun-36	(\$8,678.34)	(\$11,758.48)	\$2,069,565.11
173	Jul-36	(\$1,392.28)	(\$257.65)	\$101,666.29	139	Jul-36	(\$7,331.99)	(\$11,454.90)	\$1,959,175	Jul-36	(\$8,724.27)	(\$11,712.55)	\$2,060,840.84
174	Aug-36	(\$1,395.76)	(\$254.17)	\$100,270.53	140	Aug-36	(\$7,374.70)	(\$11,412.19)	\$1,951,800	Aug-36	(\$8,770.46)	(\$11,666.36)	\$2,052,070.38
175	Sep-36	(\$1,399.25)	(\$250.68)	\$98,871.28	141	Sep-36	(\$7,417.66)	(\$11,369.23)	\$1,944,382	Sep-36	(\$8,816.91)	(\$11,619.91)	\$2,043,253.47
176	Oct-36	(\$1,402.75)	(\$247.18)	\$97,468.53	142	Oct-36	(\$7,460.87)	(\$11,326.03)	\$1,936,921	Oct-36	(\$8,863.62)	(\$11,573.20)	\$2,034,389.85
177	Nov-36	(\$1,406.26)	(\$243.67)	\$96,062.27	143	Nov-36	(\$7,504.33)	(\$11,282.57)	\$1,929,417	Nov-36	(\$8,910.58)	(\$11,526.24)	\$2,025,479.27
178	Dec-36	(\$1,409.77)	(\$240.16)	\$94,652.50	144	Dec-36	(\$7,548.04)	(\$11,238.85)	\$1,921,869	Dec-36	(\$8,957.81)	(\$11,479.01)	\$2,016,521.46
179	Jan-37	(\$1,413.30)	(\$236.63)	\$93,239.20	145	Jan-37	(\$7,592.01)	(\$11,194.89)	\$1,914,277	Jan-37	(\$9,005.30)	(\$11,431.52)	\$2,007,516.16
180	Feb-37	(\$1,416.83)	(\$233.10)	\$91,822.38	146	Feb-37	(\$7,636.23)	(\$11,150.66)	\$1,906,641	Feb-37	(\$9,053.06)	(\$11,383.76)	\$1,998,463.10
181	Mar-37	(\$1,420.37)	(\$229.56)	\$90,402.00	147	Mar-37	(\$7,680.71)	(\$11,106.18)	\$1,898,960	Mar-37	(\$9,101.08)	(\$11,335.74)	\$1,989,362.02
182	Apr-37	(\$1,423.92)	(\$226.01)	\$88,978.08	148	Apr-37	(\$7,725.45)	(\$11,061.44)	\$1,891,235	Apr-37	(\$9,149.37)	(\$11,287.45)	\$1,980,212.65
183	May-37	(\$1,427.48)	(\$222.45)	\$87,550.60	149	May-37	(\$7,770.45)	(\$11,016.44)	\$1,883,464	May-37	(\$9,197.93)	(\$11,238.89)	\$1,971,014.71
184	Jun-37	(\$1,431.05)	(\$218.88)	\$86,119.55	150	Jun-37	(\$7,815.71)	(\$10,971.18)	\$1,875,648	Jun-37	(\$9,246.76)	(\$11,190.05)	\$1,961,767.95
185	Jul-37	(\$1,434.63)	(\$215.30)	\$84,684.92	151	Jul-37	(\$7,861.24)	(\$10,925.65)	\$1,867,787	Jul-37	(\$9,295.87)	(\$11,140.95)	\$1,952,472.08
186	Aug-37	(\$1,438.22)	(\$211.71)	\$83,246.70	152	Aug-37	(\$7,907.03)	(\$10,879.86)	\$1,859,880	Aug-37	(\$9,345.25)	(\$11,091.57)	\$1,943,126.83
187	Sep-37	(\$1,441.81)	(\$208.12)	\$81,804.89	153	Sep-37	(\$7,953.09)	(\$10,833.80)	\$1,851,927	Sep-37	(\$9,394.90)	(\$11,041.92)	\$1,933,731.93
188	Oct-37	(\$1,445.42)	(\$204.51)	\$80,359.48	154	Oct-37	(\$7,999.42)	(\$10,787.48)	\$1,843,928	Oct-37	(\$9,444.83)	(\$10,991.99)	\$1,924,287.10
189	Nov-37	(\$1,449.03)	(\$200.90)	\$78,910.45	155	Nov-37	(\$8,046.01)	(\$10,740.88)	\$1,835,882	Nov-37	(\$9,495.04)	(\$10,941.78)	\$1,914,792.06
190	Dec-37	(\$1,452.65)	(\$197.28)	\$77,457.79	156	Dec-37	(\$8,092.88)	(\$10,694.01)	\$1,827,789	Dec-37	(\$9,545.53)	(\$10,891.29)	\$1,905,246.52
191	Jan-38	(\$1,456.28)	(\$193.64)	\$76,001.51	157	Jan-38	(\$8,140.02)	(\$10,646.87)	\$1,819,649	Jan-38	(\$9,596.31)	(\$10,840.51)	\$1,895,650.22
192	Feb-38	(\$1,459.92)	(\$190.00)	\$74,541.59	158	Feb-38	(\$8,187.44)	(\$10,599.45)	\$1,811,461	Feb-38	(\$9,647.36)	(\$10,789.46)	\$1,886,002.86
193	Mar-38	(\$1,463.57)	(\$186.35)	\$73,078.01	159	Mar-38	(\$8,235.13)	(\$10,551.76)	\$1,803,226	Mar-38	(\$9,698.70)	(\$10,738.12)	\$1,876,304.15
194	Apr-38	(\$1,467.23)	(\$182.70)	\$71,610.78	160	Apr-38	(\$8,283.10)	(\$10,503.79)	\$1,794,943	Apr-38	(\$9,750.33)	(\$10,686.49)	\$1,866,553.82
195	May-38	(\$1,470.90)	(\$179.03)	\$70,139.88	161	May-38	(\$8,331.35)	(\$10,455.54)	\$1,786,612	May-38	(\$9,802.25)	(\$10,634.57)	\$1,856,751.57
196	Jun-38	(\$1,474.58)	(\$175.35)	\$68,665.30	162	Jun-38	(\$8,379.88)	(\$10,407.01)	\$1,778,232	Jun-38	(\$9,854.46)	(\$10,582.36)	\$1,846,897.11
197	Jul-38	(\$1,478.26)	(\$171.66)	\$67,187.04	163	Jul-38	(\$8,428.69)	(\$10,358.20)	\$1,769,803	Jul-38	(\$9,906.96)	(\$10,529.86)	\$1,836,990.16
198	Aug-38	(\$1,481.96)	(\$167.97)	\$65,705.08	164	Aug-38	(\$8,477.79)	(\$10,309.10)	\$1,761,325	Aug-38	(\$9,959.75)	(\$10,477.07)	\$1,827,030.41
199	Sep-38	(\$1,485.67)	(\$164.26)	\$64,219.41	165	Sep-38	(\$8,527.17)	(\$10,259.72)	\$1,752,798	Sep-38	(\$10,012.84)	(\$10,423.98)	\$1,817,021.57
200	Oct-38	(\$1,489.38)	(\$160.55)	\$62,730.03	166	Oct-38	(\$8,576.84)	(\$10,210.05)	\$1,744,221	Oct-38	(\$10,066.22)	(\$10,370.60)	\$1,806,951.35
201	Nov-38	(\$1,493.10)	(\$156.83)	\$61,236.93	167	Nov-38	(\$8,626.80)	(\$10,160.09)	\$1,735,595	Nov-38	(\$10,119.91)	(\$10,316.91)	\$1,796,831.44
202	Dec-38	(\$1,496.84)	(\$153.09)	\$59,740.09	168	Dec-38	(\$8,677.05)	(\$10,109.84)	\$1,726,917	Dec-38	(\$10,173.89)	(\$10,262.93)	\$1,786,657.55
203	Jan-39	(\$1,500.58)	(\$149.35)	\$58,239.52	169	Jan-39	(\$8,727.60)	(\$10,059.29)	\$1,718,190	Jan-39	(\$10,228.18)	(\$10,208.64)	\$1,776,429.38
204	Feb-39	(\$1,504.33)	(\$145.60)	\$56,735.19	170	Feb-39	(\$8,778.44)	(\$10,008.46)	\$1,709,411	Feb-39	(\$10,282.76)	(\$10,154.05)	\$1,766,146.61
205	Mar-39	(\$1,508.09)	(\$141.84)	\$55,227.10	171	Mar-39	(\$8,829.57)	(\$9,957.32)	\$1,700,582	Mar-39	(\$10,337.66)	(\$10,099.16)	\$1,755,808.95
206	Apr-39	(\$1,511.86)	(\$138.07)	\$53,715.24	172	Apr-39	(\$8,881.00)	(\$9,905.89)	\$1,691,701	Apr-39	(\$10,392.86)	(\$10,043.96)	\$1,745,416.09
207	May-39	(\$1,515.64)	(\$134.29)	\$52,199.60	173	May-39	(\$8,932.73)	(\$9,854.16)	\$1,682,768	May-39	(\$10,448.37)	(\$9,988.45)	\$1,734,967.72
208	Jun-39	(\$1,519.43)	(\$130.50)	\$50,680.17	174	Jun-39	(\$8,984.77)	(\$9,802.12)	\$1,673,783	Jun-39	(\$10,504.20)	(\$9,932.62)	\$1,724,463.52
209	Jul-39	(\$1,523.23)	(\$126.70)	\$49,156.94	175	Jul-39	(\$9,037.10)	(\$9,749.79)	\$1,664,746	Jul-39	(\$10,560.33)	(\$9,876.49)	\$1,713,903.19
210	Aug-39	(\$1,527.04)	(\$122.89)	\$47,629.90	176	Aug-39	(\$9,089.74)	(\$9,697.15)	\$1,655,657	Aug-39	(\$10,616.78)	(\$9,820.04)	\$1,703,286.41
211	Sep-39	(\$1,530.85)	(\$119.07)	\$46,099.05	177	Sep-39	(\$9,142.69)	(\$9,644.20)	\$1,646,514	Sep-39	(\$10,673.55)	(\$9,763.27)	\$1,692,612.86
212	Oct-39	(\$1,534.68)	(\$115.25)	\$44,564.37	178	Oct-39	(\$9,195.95)	(\$9,590.94)	\$1,637,318	Oct-39	(\$10,730.63)	(\$9,706.19)	\$1,681,882.23
213	Nov-39	(\$1,538.52)	(\$111.41)	\$43,025.85	179	Nov-39	(\$9,249.52)	(\$9,537.38)	\$1,628,068	Nov-39	(\$10,788.03)	(\$9,648.79)	\$1,671,094.20
214	Dec-39	(\$1,542.36)	(\$107.56)	\$41,483.49	180	Dec-39	(\$9,303.39)	(\$9,483.50)	\$1,618,765	Dec-39	(\$10,845.76)	(\$9,591.06)	\$1,660,248.45
215	Jan-40	(\$1,546.22)	(\$103.71)	\$39,937.27	181	Jan-40	(\$9,357.59)	(\$9,429.31)	\$1,609,407	Jan-40	(\$10,903.81)	(\$9,533.01)	\$1,649,344.64
216	Feb-40	(\$1,550.08)	(\$99.84)	\$38,387.19	182	Feb-40	(\$9,412.09)	(\$9,374.80)	\$1,599,995	Feb-40	(\$10,962.18)	(\$9,474.64)	\$1,638,382.46
217	Mar-40	(\$1,553.96)	(\$95.97)	\$36,833.23	183	Mar-40	(\$9,466.92)	(\$9,319.97)	\$1,590,528	Mar-40	(\$11,020.88)	(\$9,415.94)	\$1,627,361.58
218	Apr-40	(\$1,557.84)	(\$92.08)	\$35,275.38	184	Apr-40	(\$9,522.06)	(\$9,264.83)	\$1,581,006	Apr-40	(\$11,079.91)	(\$9,356.91)	\$1,616,281.67
219	May-40	(\$1,561.74)	(\$88.19)	\$33,713.64	185	May-40	(\$9,577.53)	(\$9,209.36)	\$1,571,429	May-40	(\$11,139.27)	(\$9,297.55)	\$1,605,142.40
220	Jun-40	(\$1,565.64)	(\$84.28)	\$32,148.00	186	Jun-40	(\$9,633.32)	(\$9,153.57)	\$1,561,795	Jun-40	(\$11,198.96)	(\$9,237.86)	\$1,593,943.44
221	Jul-40	(\$1,569.56)	(\$80.37)	\$30,578.44	187	Jul-40	(\$9,689.43)	(\$9,097.46)	\$1,552,106	Jul-40	(\$11,258.99)	(\$9,177.83)	\$1,582,684.45
222	Aug-40	(\$1,573.48)	(\$76.45)	\$29,004.96	188	Aug-40	(\$9,745.87)	(\$9,041.02)	\$1,542,360	Aug-40	(\$11,319.36)	(\$9,117.46)	\$1,571,365.09
223	Sep-40	(\$1,577.42)	(\$72.51)	\$27,427.54	189	Sep-40	(\$9,802.64)	(\$8,984.25)	\$1,532,557	Sep-40	(\$11,380.06)	(\$9,056.76)	\$1,559,985.03
224	Oct-40	(\$1,581.36)	(\$68.57)	\$25,846.19	190	Oct-40	(\$9,859.74)	(\$8,927.15)	\$1,522,698	Oct-40	(\$11,441.10)	(\$8,995.72)	\$1,548,543.93
225	Nov-40	(\$1,585.31)	(\$64.62)	\$24,260.87	191	Nov-40	(\$9,917.18)	(\$8,869.71)	\$1,512,781	Nov-40	(\$11,502.49)	(\$8,934.33)	\$1,537,041.44
226	Dec-40	(\$1,589.28)	(\$60.65)	\$22,671.60	192	Dec-40	(\$9,974.95)	(\$8,811.95)	\$1,502,806	Dec-40	(\$11,564.22)	(\$8,872.60)	\$1,525,477.22
227	Jan-41	(\$1,593.25)	(\$56.68)	\$21,078.35	193	Jan-41	(\$10,033.05)	(\$8,753.84)	\$1,492,773	Jan-41	(\$11,626.30)	(\$8,810.52)	\$1,513,850.92
228	Feb-41	(\$1,597.23)	(\$52.70)	\$19,481.12	194	Feb-41	(\$10,091.49)	(\$8,695.40)	\$1,482,681	Feb-41	(\$11,688.72)	(\$8,748.	

521 NORTH BOONVILLE

Prepared by: Dake Wells Architecture

Date: September 24, 2024

SOURCES AND USES OF FUNDS	
Use of Funds (based on Estimate of Probable Costs)	
Acquisition Cost	\$350,000
Construction Costs	\$3,162,633
Soft Costs	\$355,251
Combined Total Cost	\$3,867,884
Sources of Funds	
Down Payment for Acquisition Loan	\$52,500
Down Payment for Construction Loan	\$502,133
Developer Cash for Soft Costs	\$355,251
Acquisition Loan*	\$297,500
Construction Loan**	\$2,660,500
Total Loans + Equity	\$3,867,884

*Acquisition Loan based on 3.0% for 20 years

**Construction Loan assumes 6.99% for 25 years

PRELIMINARY TERM SHEET
August 2, 2024

BORROWER: 521 North Investments, LLC

LENDER: Cadence Bank

LOAN AMOUNT:

- \$2,660,500

CREDIT FACILITY:

- Term Loan

INTEREST RATE:

- 6.99%

TERMS:

- 5/1 ARM with an amortization of 25 years

INDIVIDUAL GUARANTOR(S):

- Brandon Dake and Andrew Wells

COLLATERAL: The term loan will be secured by a 1st D/T on the property located at 521 N. Booneville Avenue in Springfield, MO

ADVANCE RATES: Maximum LTV of 85%

This Preliminary Term Sheet is not a commitment to lend or to make any other financial accommodation. Instead, this Preliminary Term Sheet is for discussion purposes only and is intended to serve only as a general outline of the terms and conditions under which Lender would be willing to make the Loan; it is not intended to be all-inclusive. The documentation that would evidence the Loan will be prepared or approved by Lender and its counsel, will contain such further terms and conditions as Lender deems necessary or desirable (including terms and conditions that may not be set forth above) and will include all documents deemed appropriate by Lender and its counsel.

EXHIBIT G

Project Budget
(Estimated Construction Costs)

521 NORTH BOONVILLE

Prepared by: Ross Construction and Dake Wells Architecture

Date: September 24, 2024

CONSTRUCTION AREA: 13,289

FINAL SF: 11,342

ESTIMATE OF PROBABLE COSTS			
PROPERTY ACQUISITION		\$350,000	
CONSTRUCTION COSTS		Division Totals	COST/SF
General Conditions		\$273,743	\$20.60
Sitework		\$165,875	\$12.48
Concrete		\$144,348	\$10.86
Masonry		\$10,000	\$0.75
Metals		\$174,839	\$13.16
Woods Plastics and Composites		\$430,133	\$32.37
Thermal and Moisture Protection		\$308,255	\$23.20
Doors, Hardware & Glass		\$334,483	\$25.17
Finishes		\$297,688	\$22.40
Specialties		\$6,901	\$0.52
Equipment		\$23,313	\$1.75
Furnishings		\$0	\$0.00
Special Construction		\$4,652	\$0.35
Elevator		\$0	\$0.00
Mechanical		\$421,668	\$31.73
Electrical		\$224,996	\$16.93
Utilities		\$0	\$0.00
TOTAL MATERIALS AND LABOR		\$2,820,894	\$212.27
ProCore		\$4,711	
Contractors Fee	6.00%	\$169,536	
Contingency	5.00%	\$149,522	
Builders Risk Insurance	0.00%	\$0	
Architectural Fees	0.00%	\$0	
CONSTRUCTION SUBTOTAL		\$3,144,662	
General Liability Insurer	0.60%	\$17,971	
Performance & Payment Bond	0.00%	\$0	
TOTAL CONSTRUCTION COSTS*		\$3,162,633	\$237.99
SOFT COSTS			
Architecture & Engineering	7.75%	\$245,000	
Supplemental Services	3.22%	\$101,875	
Legal and Organizational	0.26%	\$8,376	
TOTAL SOFT COSTS		11.23%	\$355,251
TOTAL PROJECT COSTS		\$3,867,884	

*Cost Estimate by Ross Construction dated May 3, 2024



Project Name:	Dake Wells Office Addition & Renovation
Square Feet:	13,289
Duration:	8

Ross Construction Group
Estimating Take-off

Cost Code

Bid Date: 4.3.24

			Sub	Base Price	Div. Total	Div. Cost/SF
01	GENERAL CONDITIONS				\$ 273,742.59	\$20.60
02	SITEWORK				\$165,875.00	\$12.48
03	CONCRETE				\$144,347.75	\$10.86
04	MASONRY				\$10,000.00	\$0.75
05	METALS				\$174,839.00	\$13.16
06	WOODS & PLASTICS				\$430,133.00	\$32.37
07	THERMAL/MOISTURE PROTECTION				\$308,255.00	\$23.20
08	DOORS, HARDWARE & GLASS				\$334,483.00	\$25.17
09	FINISHES				\$297,688.00	\$22.40
010	SPECIALITIES				\$6,901.00	\$0.52
011	EQUIPMENT				\$23,313.35	\$1.75
012	FURNISHINGS				\$0.00	\$0.00
013	SPECIAL CONSTRUCTION				\$4,652.00	\$0.35
014	ELEVATOR				\$0.00	\$0.00
015	MECHANICAL				\$421,668.00	\$31.73
016	ELECTRICAL				\$224,996.00	\$16.93
017	UTILITIES				\$0.00	\$0.00
018	TOTAL MATERIAL & LABOR			\$2,820,893.69		
01.13	PROCORE	0.17%		\$ 4,710.89		
018.01	RCG CONTRACTORS FEE	6%		\$ 169,536.27		
018.02	CONTINGENCY	5%		\$ 149,521.50		
018.03	BUILDERS RISK INSURANCE	0%		\$0.00		
018.05	ARCHITECTURAL FEES	0%		\$0.00		
	SUBTOTAL			\$3,144,662.36		
018.06	GENERAL LIABILITY INSURANCE	0.60%		\$17,970.85		
018.04	PERFORMANCE & PAYMENT BOND	0%		\$0.00		
	TOTAL PROJECT COSTS			\$3,162,633.20		
						\$237.99

EXCLUSIONS:

SOLID ROCK REMOVAL
UNSUITABLE SOIL REMOVAL & REPLACEMENT
METERS & SERVICE FEES
PERMITS AND FEES



EXPLANATION TO COUNCIL BILL 2024-285 (MCGULL)

FILED: 12/26/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a Cost Share Agreement for Roadway Improvements with Springfield Underground, Inc. d/b/a Erlen Group for the not to exceed price of \$2,271,377.57 to coordinate participation in the cost of constructing improvements to LeCompte Road from Division Street north to the BNSF Railroad tracks, an extension of Eastgate Avenue north of Division Street, and a shared use path along Eastgate Avenue and LeCompte Road.

PURPOSE: Authorizing the City Manager, or designee, to enter into an Agreement between the Erlen Group and the City of Springfield, for the purpose of:

- upgrading LeCompte Road, from East Division Street ("Route YY") north to BNSF Railroad, and the LeCompte Road and Division Street intersection,
- constructing an extension of Eastgate Avenue north of Division Street to LeCompte Road and improving the intersection at Division Street, and
- constructing a shared use path along the new Eastgate Avenue through to the railroad tracks on LeCompte Road.

This agreement replaces existing cost share agreement authorized under Ordinance Number 27778 adopted November 28, 2022. An additional scope of work adding lane additions to LeCompte Road from the Springfield Underground Entrance south to East Division Street and the construction of the new Eastgate Avenue was added to the original project design to better accommodate development, resulting in the need for a modified agreement.

The total cost of improvements, including the cost of design, right-of-way acquisition, and construction is estimated at \$13,323,613.13. This project is funded by grant funds totaling \$8,780,858 with the Erlen Group and the City agreeing to share fifty percent (50%) of the remaining costs of \$4,542,755.13. The Erlen Group will contribute approximately \$606,526.54 in cash and will get a credit in kind right of way donation estimated at \$1,060,851.02 and for design cost estimated at \$604,000. The City of Springfield will be responsible for \$2,271,377.57 of the project cost and will perform project administration and inspection. The prior cost share agreement in Special Ordinance 27778, a budget adjustment of \$1,256,000 was allocated. No additional budget adjustment is needed.

BACKGROUND INFORMATION: LeCompte Road serves as one of the main thoroughfares for the industrial, manufacturing, and warehousing land uses east of US



Highway 65. The roadway is not currently designed to accommodate the volume of truck traffic that exists on it today, nor expected to accommodate it in the future. To stimulate and accommodate economic development in the area, improvements to LeCompte Road and an extension of Eastgate Avenue are necessary.

The City of Springfield has worked closely with the Erlen Group to facilitate a design that better accommodates expansion and economic growth in the area. The proposed design will greatly improve traffic circulation and safety for all transportation system users. The Erlen group is participating in the cost of the project at 50% of the total, including in-kind donations of right of way and design expenditures as applicable.

The City has been awarded a Governor's Cost Share Grant of \$3,480,858, State of Missouri general funds for LeCompte Improvements for \$3,400,000, a grant of \$1,500,000 from the United States Economic Development Administration, and a TAP Grant of \$400,000, all contributing to the cost of the project.

Supports the following City Council Priorities:

- Economic Vitality
- Fiscal Sustainability
- Quality of Place
- Public Safety

REMARKS: Public Works recommends approval of this Council Bill and Budget Adjustment.

Submitted By: Brett Foster, Assistant Director of Public Works

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

- Attachments:**
1. LeCompte-Eastgate Cost Share_Ord
 2. LeCompte-Eastgate Cost Share Agree_ExhA
 3. LeCompte-Eastgate Cost Share Map_ExhB

One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed: 12-10-24

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-285

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into a Cost Share
2 Agreement for Roadway Improvements with Springfield
3 Underground, Inc. d/b/a Erlen Group for the not to exceed price of
4 \$2,271,377.57 to coordinate participation in the cost of constructing
5 improvements to LeCompte Road from Division Street north to the
6 BNSF Railroad tracks, an extension of Eastgate Avenue north of
7 Division Street, and a shared use path along Eastgate Avenue and
8 LeCompte Road.
9 _____

10
11 WHEREAS, this cost share agreement will replace the existing cost share
12 agreement, authorized by Special Ordinance 27778, to share the cost of improvements
13 on LeCompte Road from Division Street north to the BNSF Railroad tracks to include
14 additional improvements in the area depicted in "Exhibit B," attached hereto and
15 incorporated herein by reference; and
16

17 WHEREAS, these additional improvements include adding lane additions to
18 LeCompte Road from the Springfield Underground entrance south to East Division
19 Street, constructing an extension of Eastgate Avenue north from Division Street and
20 improving that intersection, and constructing a shared use path along the new Eastgate
21 Avenue and LeCompte Road; and
22

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

28 WHEREAS, total project costs are estimated at \$13,323,613.13, of which
29 \$8,780,858.00 will be paid for using various state and federal grant funds, and the
30 remaining \$4,542,755.13 in project costs will be equally split between the City and the
31 Erlen Group, estimated at \$2,271,377.57 each; and
32

33 WHEREAS, Erlen Group's contribution will consist of approximately \$606,526.54

in cash, a credit for right-of-way donation estimated at \$1,060,851.02, and a credit for design cost estimated at \$604,000.

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

Section 1 – The City Manager, or designee, is hereby authorized to enter into a Cost Share Agreement with Springfield Underground, Inc. d/b/a Erlen Group for the not to exceed price of \$2,271,377.57, said Agreement to be in substantial conformity with “Exhibit A,” attached hereto and incorporated herein by this reference, and approved as to form by the City Attorney.

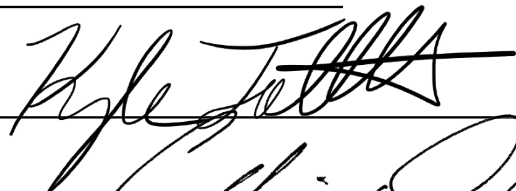
Section 2 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

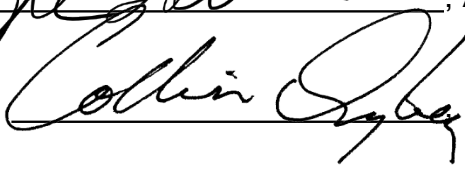
Approved for Council action:  _____, Interim City Manager

EXHIBIT A

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

COST SHARE AGREEMENT FOR ROADWAY IMPROVEMENTS – LECOMPTÉ ROAD, DIVISION STREET, AND EASTGATE AVENUE

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

WHEREAS, the City and Erlen Group both desire to design and construct safety, resiliency, and economic vitality improvements (collectively referred to as the “Improvements”) on LeCompte Road from its intersection with Division Street north to the BNSF railroad tracks (hereinafter referred to as “LeCompte Project”) and extend Eastgate Avenue from its current intersection with Division Street north and east to LeCompte Road (hereinafter referred to as “Eastgate Project”); and

WHEREAS, the total cost of the Improvements, including the cost to engineer and design, right-of-way acquisition, and construction, is estimated at \$13,323,613.13; and

WHEREAS, the City has been awarded a Governor’s cost share grant of \$3,480,858.00, State of Missouri general funds for LeCompte Improvements for \$3,400,000.00, a grant of \$1,500,000.00 from the United States Economic Development Administration, and a TAP Grant of \$400,000.00, for the purpose of constructing the Improvements; and

WHEREAS, the Erlen Group and the City agree to share fifty percent (50%) of the remaining costs of \$4,542,755.13 for the LeCompte and Eastgate Projects; and

WHEREAS, the City and the Erlen Group desire to enter into this cost share agreement to facilitate the engineering, design, permitting, and construction of the roadway improvements for the projects shown in the roadway conceptual improvements in Exhibits A and B; and

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

WHEREAS, the Erlen Group is managing the design, the cost of which is estimated to be \$604,000.00, and agrees that the City will manage the bidding and construction of the Improvements, and the City agrees to cost share that work as provided herein; and

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

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

1. Definitions.
 - a. Cost overrun. The term "cost overrun" as used in this document shall mean all costs of design and construction of the Improvements in excess of the estimated Project Costs.
 - b. Cost underrun. The term "cost underrun" as used in this document shall mean the amount by which the estimated Project Costs exceed the actual Project Costs.
 - c. Eastgate Project. The term "Eastgate Project" as used in this document shall be those roadway and associated improvements generally described as the extension of Eastgate Avenue from north of Division Street (Route YY) to a new intersection with LeCompte Avenue, through an area colloquially known as Springfield Underground, as shown and documented in **Exhibit B**, attached hereto and incorporated herein by reference.
 - d. Improvements. The term "Improvements" as used in this document shall mean all of the roadway and other improvements made to complete both the Eastgate Project and the LeCompte Project.
 - e. LeCompte Project. The term "LeCompte Project" as used in this document shall be those roadway and associated improvements, generally located on LeCompte Road south of the railroad tracks to Division Street and the Division Street intersection improvements as shown and documented in **Exhibit A**, attached hereto and incorporated herein by reference.
 - f. Local Costs. The term "Local Costs" as used in this document shall mean the total cost of designing and constructing the Improvements, including acquisition of right of way, less any federal or state grant funds used for this purpose. Local Costs are estimated to be \$4,542,755.13.
 - g. Project Costs. The term "Project Costs" as used in this document shall mean the total cost of designing and constructing the Improvements, including acquisition of right of way. Project Costs are estimated to be \$13,323,613.13.

2. Division of Costs. The parties agree to share the remaining costs to design and construct the Improvements in the following manner:
- a. The City and the Erlen Group will each share fifty percent of the Local Costs of the Improvements.
 - b. Within five (5) business days of the City's issuance of a Notice to Proceed with construction of the Improvements, or any portion of the Improvements, the Erlen Group shall pay its fifty (50) percent share of the Local Costs for the construction of those improvements included in the Notice to Proceed, minus those items listed in Section 2.c. below.
 - c. The Erlen Group shall receive credit for the value of any land owned by the Erlen Group that is acquired, dedicated, or otherwise used as right of way, **any necessary construction costs The Erlen Group incurs prior to the City's issuance of Notice to Proceed** and for the costs associated with designing the Improvements as part of the Erlen Group's fifty percent contribution to Local Costs.
 - d. The City will be responsible for the construction of the Improvements.
 - e. The City and the Erlen Group will be responsible for fifty percent (50%) each of all cost overruns, provided that all overruns shall require an addendum to this contract in writing and signed by both parties.
 - h. The City and the Erlen Group will receive fifty percent (50%) each of the benefit of all cost underruns.
3. Competitive Bidding. The City shall engage in competitive bidding for the Improvements in accordance with Section 5.4 of the City Charter and shall abide by and follow the City's competitive bidding guidelines as set forth in Section 13-3.104 of the City's Purchasing Manual in all respects. The LeCompte Project and the Eastgate Project may be advertised for bid separately or together at the City's discretion. The City and the Erlen Group shall concur on award of the project for the Improvements to the successful bidder and on all change orders impacting the construction and/or cost of the Improvements.
4. Prevailing Wage. The City and the Erlen Group acknowledge that all labor utilized in the construction of the Improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri.
5. Future Development. Development of any parcels of land within the area bounded by US Hwy 65 on the west, BNSF Railroad right-of-way to the north, LeCompte Road to the east, and Division Street to the south, shall be subject to the City's design standards in effect at the time of development **except, the LeCompte Project and Eastgate Project corridors. The City of Springfield and Springfield Undergrounds PD229 requirements have been met with the aforementioned projects**

outlined in this agreement. All stormwater improvements, including construction of regional detention, water quality, and other stormwater-related improvements, shall be designed in accordance with the City's design standards and account for the additional impervious surfaces created by the Improvements.

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

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

8. Notices. 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 the Erlen Group at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

9. 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.

10. Jurisdiction. This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

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

12. Discrimination. The Erlen Group agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or

ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation.

[Signature Page Follows]

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

CITY OF SPRINGFIELD, MISSOURI

ERLEN GROUP

City Manager or his designee

John Griesemer, President

Date:

CERTIFICATE OF DIRECTOR OF
FINANCE

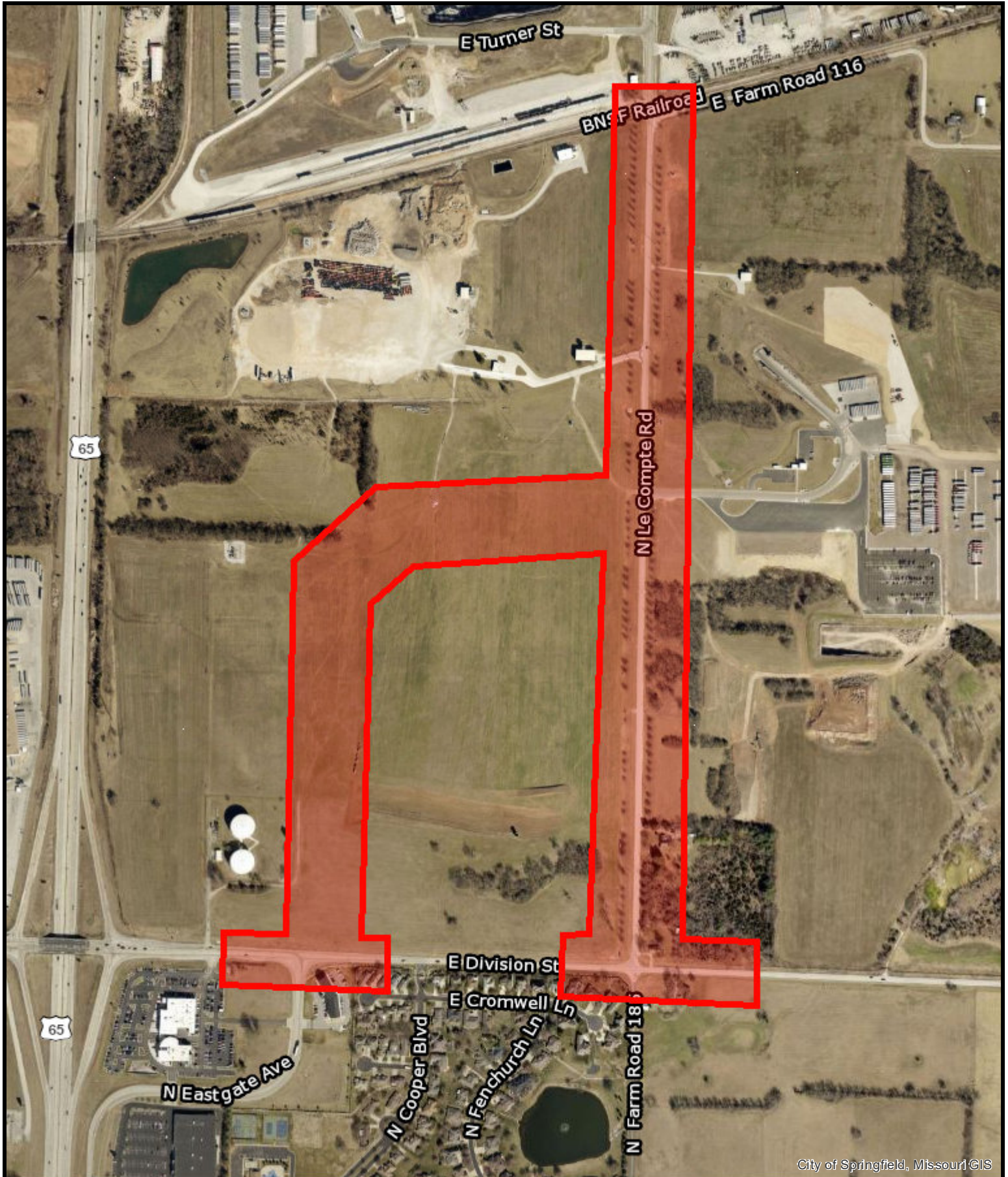
I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

Director of Finance or his designee

APPROVED AS TO FORM:

City Attorney or Assistant City Attorney

Exhibit B



City of Springfield, Missouri GIS



EXPLANATION TO COUNCIL BILL 2024-286 (HORTON)

FILED: 12/26/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into an agreement with BNSF Railway Company ("BNSF") for the purpose of accepting funds not to exceed \$40,000 for evaluating the feasibility of proceeding with additional services to raise the Jefferson Avenue Footbridge as part of the Rehabilitation of the Jefferson Avenue Footbridge project; and approving a budget adjustment amending the Fiscal Year 2024-2025 budget of the Department of Public Works in the amount of \$40,000 to appropriate the BNSF Railway funds for design services.

PURPOSE: To authorize the City Manager, or designee, to enter into an agreement with BNSF Railway Company ("BNSF") for the purpose of accepting funds not to exceed \$40,000 for evaluating the feasibility of proceeding with additional services to raise the Jefferson Avenue Footbridge as part of the Rehabilitation of the Jefferson Avenue Footbridge; and approving a budget adjustment amending the Fiscal Year 2024-2025 budget of the Department of Public Works in the amount of \$40,000 to appropriate the BNSF Railway funds for design services.

BACKGROUND INFORMATION: Special Ordinance 28010 approved the plans and specifications for the Rehabilitation of the Jefferson Avenue Footbridge. This agreement ("Exhibit A") will evaluate raising the Jefferson Avenue Footbridge to increase clearance approximately three to four feet from the railway. Raising this historic structure would allow BNSF to perform track maintenance and replace rails and would bring Jefferson Avenue Footbridge into compliance with its height above the railroad tracks.

Supports the following City Council Priorities:

- Public Safety
- Fiscal Sustainability & Accountability
- Quality of Place

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

Submitted By: Brett Foster

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

Attachments:

1. Jefferson Avenue Footbridge BNSF Agreement_Ord
2. Jefferson Footbridge BNSF Agree_ExhA
3. Jefferson Footbridge BNSF Agree_ExhB

One-rdg. _____
P. Hrngs. _____
Pgs. 10
Filed: 12-10-24

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2024-286

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into an agreement with BNSF
2 Railway Company ("BNSF") for the purpose of accepting funds not to
3 exceed \$40,000 for evaluating the feasibility of proceeding with
4 additional services to raise the Jefferson Avenue Footbridge as part of
5 the Rehabilitation of the Jefferson Avenue Footbridge project; and
6 approving a budget adjustment amending the Fiscal Year 2024-2025
7 budget of the Department of Public Works in the amount of \$40,000 to
8 appropriate the BNSF Railway funds for design services.
9 _____

10
11 WHEREAS, City Council approved the plans and specifications for the
12 Rehabilitation of the Jefferson Avenue Footbridge project in Special Ordinance 28010;
13 and
14

15 WHEREAS, BNSF is willing to provide \$40,000 to evaluate the feasibility of
16 raising the height of the Jefferson Avenue Footbridge as part of its rehabilitation to
17 accommodate the requests of the railway.
18

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

22 Section 1 – The City Manager, or designee, is authorized to enter into an
23 agreement with BNSF Railway Company for the purpose of accepting \$40,000 in funds
24 to perform preliminary engineering services regarding the Jefferson Avenue Footbridge,
25 a true and accurate copy of said agreement being attached hereto and incorporated as
26 "Exhibit A", and the same is hereby approved.
27

28 Section 2 – The budget of the City of Springfield for Fiscal Year 2024-2025 is
29 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
30 No. 039, a copy of which is attached hereto and incorporated herein by reference as
31 "Exhibit B."
32

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

35
36 Section 4 – The City Manager, or designee, is directed to cause the appropriate
37 accounting entries to be made in the books and records of the City.

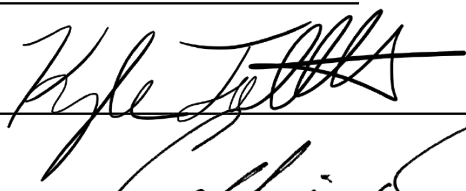
38
39 Section 5 – This Ordinance shall be in full force and effect from and after
40 passage.

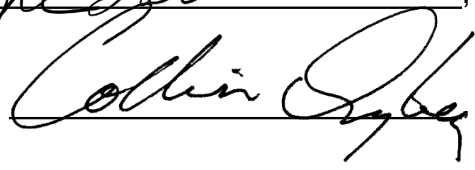
41
42 Passed at meeting: _____

43
44 _____
45 Mayor

46
47 Attest: _____, City Clerk

48
49 Filed as Ordinance: _____

50
51
52 Approved as to form:  _____, Assistant City Attorney

53
54
55 Approved for Council action:  _____, Interim City Manager



Contract Number: BF-20542798

PRELIMINARY ENGINEERING SERVICES AGREEMENT
Project Review

BNSF File No.: BF-20542798
Mile Post 237.581
Line Segment 1002
U.S. DOT Number 664159D
Cuba Subdivision

This Agreement ("**Agreement**") is executed to be effective as of November 20, 2024 ("**Effective Date**"), by and between BNSF RAILWAY COMPANY, a Delaware corporation ("**BNSF**") and the CITY OF SPRINGFIELD, a political subdivision of the State of Missouri ("**Agency**").

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Springfield, State of Missouri;

WHEREAS, Agency has stated its intention to proceed initially with a project to rehabilitate the Jefferson Avenue Footbridge in accordance with the provisions of an agreement between the Agency and BNSF dated September 2, 1998 (the "**Project**");

WHEREAS, BNSF has requested that the Agency perform certain preliminary engineering services and other Work (defined below) with respect to its facilities located at or near the Project site to facilitate Agency's evaluation of the feasibility of proceeding with additional scope to raise the Jefferson Avenue Footbridge three to four feet as part of the Project ("**Additional Scope**"); and

WHEREAS, Agency is agreeable to performing the Work, subject to the terms and conditions of this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:



Contract Number: BF-20542798

1) Scope of Work

As used herein, the term “**Work**” includes all work performed by the City of Springfield, its employees, contractors, consultants, or other agents (collectively, the “**Agency Parties**”) pursuant to this Agreement, including, but not limited to: (a) conducting on-site visits including diagnostic evaluations; (b) performing preliminary engineering services; (c) developing cost estimates for construction of the Project; and (d) reviewing and/or providing comments on preliminary layouts or other designs, plans, and/or documents in connection with the Project.

2) Payment and Deposit for Work

BNSF authorizes Agency to proceed with the Work relating to the Additional Scope. BNSF shall pay and reimburse Agency for all actual costs and expenses that Agency incurs in performing the Work. Agency’s expense for Work on this Project shall not exceed Forty Thousand and No/100 Dollars (\$40,000) (“**Estimated Cost**”). Any costs exceeding the Estimated Cost shall be approved in writing by BNSF prior to incurring said costs.

During its performance of the Work pursuant to this Agreement, Agency will send BNSF progressive invoices detailing the costs of the Work performed to date. BNSF will reimburse Agency for completed Work within forty-five (45) days of the date of the invoice for such Work. Upon final completion of the Work, Agency will send BNSF a detailed invoice of final costs. BNSF will pay the final invoice within ninety (90) days of the date of the final invoice.

3) Scope and Limitations of Agreement

The parties acknowledge that entering into this Agreement does not of itself obligate either BNSF or Agency to participate in the construction of the Additional Scope. If Agency elects to proceed with the Project including the Additional Scope after the Work is performed, then BNSF and Agency agree to enter into negotiations for appropriate agreements regarding the construction of the Project and other related activities. Nothing in this Agreement shall obligate BNSF to enter into any subsequent agreement or otherwise permit the Project *except and subject to* any terms and conditions that BNSF may subsequently approve in its sole discretion.

Notwithstanding anything to the contrary in this Agreement, BNSF’s review, approval, and/or other participation in the Project, Additional Scope, or any element thereof, are expressly limited to — and are intended and understood by the parties to be in furtherance of — BNSF’s railroad purposes, and are not in furtherance of Agency’s



Contract Number: BF-20542798

purposes in undertaking the Project. Any review, approval, and/or other participation performed by BNSF hereunder is intended for use in evaluating the impact of the Project on BNSF's railroad and the costs to Agency associated therewith. BNSF is providing its review, approval, and/or other participation in consideration of BNSF's subjective standards for its railroad purposes only. Consequently, BNSF's review, approval, and/or other participation shall in no way be construed or deemed to be BNSF's recommendation, condition, or direction to Agency, nor shall it be construed or deemed to be BNSF's opinion or approval that the plans and specifications or any work intended or completed on the Project (a) is appropriate for any other purpose; (b) is structurally sound; or (c) meets applicable standards, regulations, laws, statutes, local ordinances, and/or building codes. No benefits to Agency or any third party are provided, intended, or implied herein. Agency shall at all times be solely responsible for the adequacy and compliance of all design elements of the Project and Additional Scope for other public purposes. **AGENCY SHALL WAIVE ANY CLAIMS AGAINST BNSF FOR — AND SHALL RELEASE BNSF FROM — ANY AND ALL CLAIMS WHICH MAY OR COULD RESULT FROM THE REVIEW, APPROVAL, AND/OR OTHER PARTICIPATION PERFORMED HEREUNDER, AND IF APPLICABLE TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY SHALL INDEMNIFY BNSF FOR AND HOLD IT HARMLESS FROM AND AGAINST ANY SUCH CLAIMS.**

4) No Right of Entry

Nothing in this Agreement shall be construed as providing Agency, Agency Parties, or its contractors, consultants, or other agents any right of entry upon property owned or occupied by BNSF. Any preliminary engineering or other work required by Agency in connection with the Project necessitating entry upon BNSF's railroad right-of-way shall only be conducted as authorized by a separate written permit obtained by Agency from BNSF for such entry ("**Entry Permit**").

The Entry Permit will provide that any on-site visits, including diagnostic evaluations, by Agency and its parties required for the Project shall be conducted only from adjoining properties, and Agency shall ensure that no attendees enter or remain on BNSF's right-of-way, except when using an authorized highway-rail crossing designated for such purpose.

Agency or its agents must contact BNSF's Manager of Public Projects, Kara Brockamp at Kara.brockamp@bnsf.com, or BNSF's permitting agent Jones Lang LaSalle Brokerage, Inc. ("**JLL**") at <http://bnsf.railpermitting.com/> to obtain the required Entry Permit prior to any entry.

5) Disclaimer



Contract Number: BF-20542798

BNSF GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER, OF OR FOR ANY REVIEW, APPROVAL, AND/OR OTHER PARTICIPATION PERFORMED PURSUANT TO THIS AGREEMENT OR ANY REPORT OR OTHER DELIVERABLE WHICH BNSF MAY FURNISH TO AGENCY PURSUANT TO THIS AGREEMENT. BNSF SHALL IN NO WAY BE RESPONSIBLE FOR AGENCY'S PROPER RELIANCE UPON, INTERPRETATION OF, OR OTHER USE OF BNSF'S REVIEW, APPROVAL, AND/OR OTHER PARTICIPATION. BNSF IS NOT A CONTRACTOR, AGENT, PARTNER, OR JOINT VENTURER OF AGENCY BECAUSE OF THIS AGREEMENT OR BECAUSE OF BNSF'S PERFORMANCE OF REVIEW, APPROVAL, AND/OR OTHER PARTICIPATION. LIKEWISE, THE BNSF PARTIES WHO MAY ASSIST BNSF IN PERFORMING ANY REVIEW, APPROVAL, AND/OR OTHER PARTICIPATION ARE DOING SO FOR BNSF'S BENEFIT ONLY, AND ARE NOT — AND SHALL NOT BE DEEMED TO BE — CONTRACTORS, SUBCONTRACTORS, OR AGENTS OF AGENCY.



Contract Number: BF-20542798

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

City of Springfield

BNSF Railway Company

By: _____

By: _____

Name: _____

Name: _____

Assistant Director Public Projects

Accepted this ____ day of _____, 20__.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
039

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46110	20	73020	411010	102266	00000	\$ 40,000	BNSF Railway Company Engineering Services Agreement
Net Revenue Adjustment						\$ 40,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46110	20	73020	508530	102266	00000	\$ 40,000	Evaluating feasibility to raise the Jefferson Avenue Footbridge as part of the Jefferson Avenue Footbridge Rehabilitation
Net Expenditure Adjustment						\$ 40,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2024-25 budget by appropriating a contribution from the BNSF Railway Company of \$40,000 towards evaluating the feasibility to raise the Jefferson Avenue Footbridge as part of the Footbridge Rehabilitation based on the proposed Preliminary Engineering Services Agreement with BNSF.

Requested By:

Approved By:

Authorization:

Department Head _____ Date _____

Director of Finance _____ Date _____

City Manager _____ Date _____

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



EXPLANATION TO COUNCIL BILL 2025-001 (JENSON)

FILED: 12/17/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A resolution approving the use of Zone 3 Minor Neighborhood Improvement Program funds from the 1/4-Cent Capital Improvements Sales Tax in the amount of \$40,402 to partially fund improvements to the intersection of Walnut Street and Broadway Avenue.

PURPOSE: Adopting a Resolution approving the use of funds from the Minor Neighborhood Improvement Program from the 1/4-cent Capital Improvement Sales Tax in the amount of \$40,402 for partially funding improvements to construct bulb outs to enhance pedestrian safety, improve sight distance for turning vehicles, and provide traffic calming at the intersection of Walnut Street and Broadway Avenue located in Zone 3.

BACKGROUND INFORMATION: This project addresses neighborhood concerns related to speeding at the intersection of Walnut Street and Broadway Avenue. The wide roadway encourages higher speeds. Adding bulb outs will reduce vehicle speeds, improve visibility, and enhance pedestrian safety at the intersection.

Zone 3 Councilmember Brandon Jenson has indicated support for partially funding this project with Minor Neighborhood Improvement Program (Zone 3 Pothole Funds) from 1/4-cent Capital Improvement Sales Tax funds. The current balance of the Zone 3 account is \$40,402. If this project is approved for Zone 3 funding, the revised Zone 3 account balance will be zero (\$0).

The available Minor Neighborhood Improvement Program Zone 3 balance will not fully fund the total project estimate of \$130,000. The additional funding will come from the 1/8-cent Transportation Sales Tax Turning Lane and Safety Improvements Program that is already budgeted.

Supports the following City Council Priorities:

- Public Safety
- Quality of Place

REMARKS: Public Works recommends approval of this Council resolution.

Submitted By:



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

Maurice S. Jones, Deputy City Manager 1/6/2025

- Attachments:**
1. Minor Neighborhood Improvement - Broadway & Walnut_res
 2. Minor Neighborhood Imp Broadway-Walnut Map_ExhA

One-rdg. X
P. Hrngs.
Pgs. 5
Filed: 01-07-25

Sponsored by: Jenson

COUNCIL BILL 2025- 001 RESOLUTION

A RESOLUTION

1 APPROVING the use of Zone 3 Minor Neighborhood Improvement Program funds
2 from the 1/4-Cent Capital Improvements Sales Tax in the amount of
3 \$40,402 to partially fund improvements to the intersection of Walnut
4 Street and Broadway Avenue.
5 _____
6

7 WHEREAS, the City has established a program for minor public improvements
8 within each Council Zone for projects suggested by those residents and the respective
9 Councilmembers; and
10

11 WHEREAS, concerns have been raised about speeding at the intersection of
12 Walnut Street and Broadway Avenue; and
13

14 WHEREAS, constructing bulb outs will reduce vehicle speeds, improve visibility,
15 and enhance pedestrian safety at the intersection; and
16

17 WHEREAS, Zone 3 Councilmember Brandon Jenson has indicated support for
18 partially funding these improvements from the 1/4-Cent Capital Improvements Sales
19 Tax, Minor Neighborhood Improvement Program, of which the current Zone 3 balance is
20 \$40,402; and
21

22 WHEREAS, if approved, the revised Zone 3 account balance will be \$0; and
23

24 WHEREAS, additional funding will come from 1/8-cent Transportation Sales Tax
25 Turning Lane and Safety Improvements Program funds that are already budgeted.
26

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

30 Section 1 – City Council hereby approves the allocation of funds from the Zone 3,
31 1/4-Cent Capital Improvements Sales Tax, Minor Neighborhood Improvement Program,
32 in the amount of \$40,402 to fund improvements to the intersection of Walnut Street and
33 Broadway Avenue (Zone 3).
34

35 Section 2 – This Resolution shall be in full force and effect immediately upon
36 adoption.

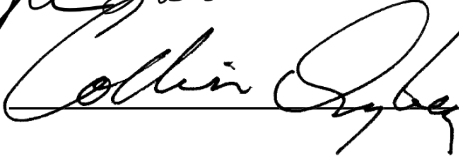
37
38 Passed at meeting: _____

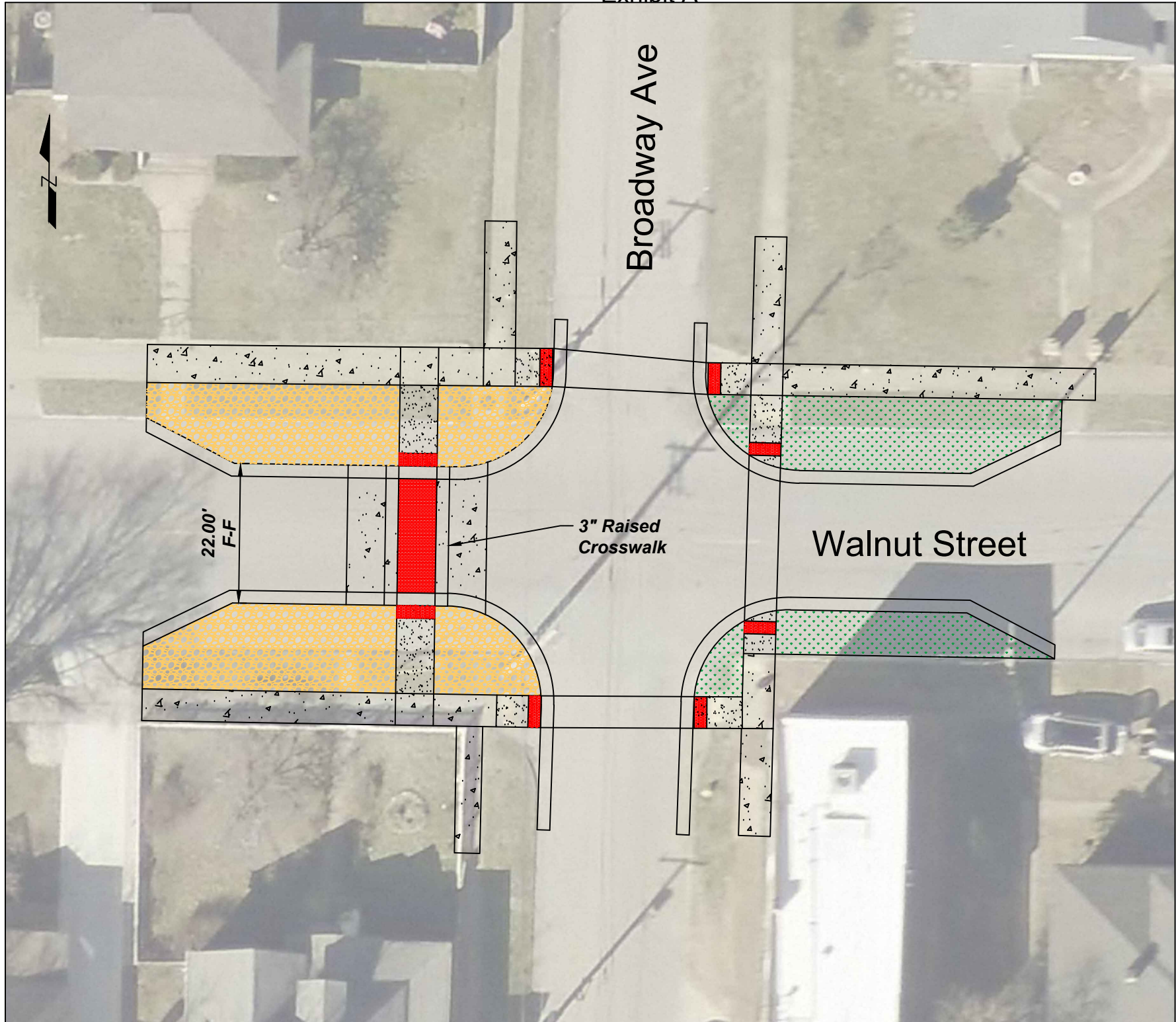
39
40 _____
41 Mayor

42
43 Attest: _____, City Clerk

44
45 Filed as Resolution: _____

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

49
50 _____
51 Approved for Council action: , Interim City Manager





EXPLANATION TO COUNCIL BILL 2025-002 (LEE)

FILED: 12/20/2024

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A resolution authorizing the City Manager, or designee, to apply for multiple grants of up to \$350,000 through the Environmental Protection Agency's Environmental Justice Thriving Communities Grantmaking Program, Heartland Environmental Justice Center's Cultivating Healthy Environments – Region 7 grant initiative.

PURPOSE: Authorizing the City Manager, or his designee, to apply for multiple grants through the Environmental Protection Agency's Environmental Justice Thriving Communities Grantmaking Program, specifically through the Heartland Environmental Justice Center's Cultivating Healthy Environments-Region 7 grant initiative. The total potential funding opportunity is up to \$30,000,000, with individual grant applications structured in multiple tiers:

- Tier 1: Up to \$75,000
- Tier 2: Up to \$150,000
- Tier 3: Up to \$250,000
- Tier 4: Up to \$350,000

FUNDING STRUCTURE AND TIMELINE: This is a recurring grant opportunity with a rolling application cycle beginning December 16, 2024. Key features include:

- No matching funds required from the City
- Multiple project submissions allowed for both City-specific and Regional initiatives
- Quarterly funding decisions with 3-5 month review period
- Project start dates approximately one month after notification

Target submission dates for funding consideration:

- 2025: January 31, April 30, July 31, October 31
- 2026: January 31, April 30, July 31, October 31
- 2027: January 31, April 30 (final deadline)

Project Duration Guidelines:

- Two-year projects must apply by October 31, 2025

- One-year projects must apply by October 31, 2026
- Six-month projects must apply by April 30, 2027

BACKGROUND INFORMATION: The Cultivating Healthy Environments grant program represents a comprehensive initiative designed to address persistent environmental and public health challenges in disadvantaged communities. The program is structured around several key principles:

- **Community Empowerment:** Enabling disadvantaged communities to take active roles in addressing long-standing environmental and health challenges that directly impact their residents.
- **Inclusive Decision-Making:** Prioritizing diverse community perspectives and expertise by actively engaging community representatives who have historically been excluded from environmental policymaking and regulatory processes.
- **Local Priority Focus:** Supporting the development of community-driven solutions that address specific local environmental concerns and challenges.
- **Comprehensive Project Development:** Facilitating the planning, assessment, and implementation of community-based projects that create tangible benefits for resident well-being and environmental health.

PROJECT SCOPE AND ALIGNMENT: The City intends to submit multiple project applications aligned with both City and community priorities. These projects will support activities including but not limited to:

- Community needs assessments and environmental health surveys
- Development of action plans for addressing identified environmental challenges
- Implementation of community-led environmental improvement projects
- Capacity building and technical assistance for local environmental initiatives
- Collaborative partnerships between community organizations and environmental experts

FISCAL IMPACT: The grant applications require no matching funds from the City. If awarded, the grants will provide external funding for environmental justice initiatives without impact to the general fund. Multiple applications can be submitted throughout the grant cycle as funding remains available, providing recurring opportunities for securing resources for various community projects.

REMARKS: This program supports the following City Council Priorities:

- Quality of Place
- Governance & Legislative Engagement
- Economic Vitality



- Public Safety

Submitted By: Amanda Ohlensehlen, Director of Economic Vitality

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 1/6/2025

Attachments: 1. Thriving Communities Grant Application

One-rdg. X
P. Hrngs.
Pgs. 5
Filed: 01-07-25

Sponsored by: Lee

COUNCIL BILL 2025-002 RESOLUTION

A RESOLUTION

1 AUTHORIZING the City Manager, or designee, to apply for multiple grants of up to
2 \$350,000 through the Environmental Protection Agency’s
3 Environmental Justice Thriving Communities Grantmaking Program,
4 Heartland Environmental Justice Center’s Cultivating Healthy
5 Environments – Region 7 grant initiative.
6 _____
7

8 WHEREAS, the Environmental Protection Agency’s Environmental Justice
9 Thriving Communities Grantmaking Program, Heartland Environmental Justice Center’s
10 Cultivating Healthy Environments (the “Program”), is a comprehensive initiative
11 designed to address persistent environmental and public health challenges in
12 disadvantaged communities; and
13

14 WHEREAS, the Program is structured around community empowerment,
15 inclusive decision-making, local priority focus, and comprehensive project development,
16 with no limit on the permitted number of applications by each individual eligible entity
17 and a rolling application period through April 2027; and
18

19 WHEREAS, the Program has a four-tier structure based upon project length and
20 value, with a maximum possible award of \$350,000 per application and the City is
21 looking at target submissions dates in 2025, 2026, and 2027; and
22

23 WHEREAS, if awarded, there is no matching funds requirement; and
24

25 WHEREAS, if awarded, these grant funds will support a wide range of City
26 activities, including but not limited to community needs assessments, environmental
27 health surveys, development of action plans to address identified environmental
28 challenges, implementation of community-led environmental improvement projects,
29 capacity building and technical assistance for local environmental initiatives, and
30 collaborative partnerships between community organizations and environmental
31 experts.
32

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

36 Section 1 – City Council hereby authorizes the City Manager, or designee, to
37 apply for multiple grants of up to \$350,000 per application, through the Environmental
38 Protection Agency’s Environmental Justice Thriving Communities Grantmaking
39 Program, Heartland Environmental Justice Center’s Cultivating Healthy Environments –
40 Region 7 grant initiative.

41
42 Section 2 – This Resolution shall be in effect immediately upon adoption.

43
44 Passed at meeting: _____

45
46
47 _____
48 Mayor
49

50 Attest: _____, City Clerk
51

52 Filed as Resolution: _____

53
54
55 Approved as to form: Laura Vales, Assistant City Attorney
56

57
58 Approved for Council action: Colin Sykes, Interim City Manager



EXPLANATION TO COUNCIL BILL 2025-003 (CITY COUNCIL)

FILED: 01/03/2025

ORIGINATING DEPARTMENT: Law

TITLE: A resolution establishing the Citizens' Advisory Board for the 3/4-cent sales tax approved by the qualified voters of the City of Springfield, Missouri, on November 5, 2024.

PURPOSE: To establish the Citizens' Advisory Board for the 3/4-cent sales tax approved by the qualified voters of the City of Springfield, Missouri, on November 5, 2024.

BACKGROUND INFORMATION: Special Ordinance No. 28033 submitted to the qualified voters of the City of Springfield, Missouri, the question of whether to enact a city sales tax at the rate of three-quarters of one percent (3/4-cent), one-quarter for the purpose of funding public safety initiatives, to include funding the remaining obligation of the Springfield Police Officers' and Firefighters' Pension and increasing police officer and firefighter pay, with said one-quarter to not sunset, and two-quarters for the purpose of funding projects consistent with the City's comprehensive plan, to include capital improvements, community and neighborhood initiatives, and park projects, with said two-quarters to sunset after a period of ten years.

The ballot question was approved by the qualified voters of the City on November 5, 2024. Special Ordinance No. 28033 provides that, if approved by the qualified voters of the City, a citizens' advisory board shall be charged with reviewing and monitoring the use of any revenue collected pursuant to said tax, and, additionally, concerning the use of any revenue dedicated to funding projects consistent with the City's comprehensive plan (1/2-cent), such a board shall be charged with providing a recommendation on projects to City Council.

The Citizens' Tax Oversight Committee is an existing board that reviews and monitors the use of revenue collected pursuant to the City's 1/4-cent Capital Improvement Sales Tax, the 1/8-cent Transportation Sales Tax, the 3/4-cent Police and Fire Fighters Pension Fund Sales Tax, and the Level Property Tax.

This resolution would charge the Citizens' Tax Oversight Committee with the task of reviewing and monitoring the use of any revenue collected pursuant to the 3/4-cent sales tax approved by the qualified voters of the City on November 5, 2024.

This resolution would also establish the Citizens' Advisory Board and charge it with the task of providing a recommendation on projects to City Council concerning the use of



any revenue collected pursuant to the 3/4-cent sales tax approved by the qualified voters of the City on November 5, 2024, dedicated to funding projects consistent with the City's comprehensive plan (1/2-cent).

Submitted By: Jordan Paul, City Attorney

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

Jason Gage, City Manager 1/6/2025

Attachments: 1. COS CB res RE 0.75-cent sales tax citizens' advisory board

One-rdg. X
P. Hrngs.
Pgs. 5
Filed: 1-07-2025

Sponsored by: City Council

COUNCIL BILL 2025-003 RESOLUTION

A RESOLUTION

1 ESTABLISHING the Citizens’ Advisory Board for the 3/4-cent sales tax approved by
2 the qualified voters of the City of Springfield, Missouri, on November 5, 2024.
3 _____

4
5 WHEREAS, Special Ordinance No. 28033 submitted to the qualified voters of the
6 City of Springfield, Missouri, the question of whether to enact a city sales tax at the rate
7 of three-quarters of one percent (3/4-cent), one-quarter for the purpose of funding public
8 safety initiatives, to include funding the remaining obligation of the Springfield Police
9 Officers’ and Firefighters’ Pension and increasing police officer and firefighter pay, with
10 said one-quarter to not sunset, and two-quarters for the purpose of funding projects
11 consistent with the City’s comprehensive plan, to include capital improvements,
12 community and neighborhood initiatives, and park projects, with said two-quarters to
13 sunset after a period of ten years;

14
15 WHEREAS, said ballot question was approved by the qualified voters of the City
16 on November 5, 2024;

17
18 WHEREAS, Special Ordinance No. 28033 provides that, if approved by the
19 qualified voters of the City, a citizens’ advisory board shall be charged with reviewing
20 and monitoring the use of any revenue collected pursuant to said tax, and, additionally,
21 concerning the use of any revenue dedicated to funding projects consistent with the
22 City’s comprehensive plan (1/2-cent), such a board shall be charged with providing a
23 recommendation on projects to City Council;

24
25 WHEREAS, the Citizens’ Tax Oversight Committee is an existing board that
26 reviews and monitors the use of revenue collected pursuant to the City’s 1/4-cent
27 Capital Improvement Sales Tax, the 1/8-cent Transportation Sales Tax, the 3/4-cent
28 Police and Fire Fighters Pension Fund Sales Tax, and the Level Property Tax;

29
30 WHEREAS, City Council desires to charge the Citizens’ Tax Oversight
31 Committee with the task of reviewing and monitoring the use of any revenue collected
32 pursuant to the 3/4-cent sales tax approved by the qualified voters of the City on
33 November 5, 2024;

WHEREAS, City Council desires to establish the Citizens' Advisory Board as described herein; and

WHEREAS, City Council desires to charge the Citizens' Advisory Board with the task of providing a recommendation on projects to City Council concerning the use of any revenue collected pursuant to the 3/4-cent sales tax approved by the qualified voters of the City on November 5, 2024, dedicated to funding projects consistent with the City's comprehensive plan (1/2-cent).

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

Section 1 – City Council hereby charges the Citizens' Tax Oversight Committee with the task of reviewing and monitoring the use of any revenue collected pursuant to the 3/4-cent sales tax approved by the qualified voters of the City on November 5, 2024.

Section 2 – City Council hereby establishes the Citizens' Advisory Board as follows: the Board shall consist of not less than seven nor more than eleven members appointed for a term of three years and until their successors are appointed and qualified. In the event a person fails to serve a full three-year term, the successor shall be appointed for the unexpired term. The City Council shall make appointments for periods which are shorter than the required term in order to stagger terms so that an approximately equal number of members are appointed each year. Members shall have resided or worked in the City for not less than one year immediately prior to their appointment.

Section 3 – City Council hereby charges the Citizens' Advisory Board with the task of providing a recommendation to City Council concerning the use of any revenue collected pursuant to the 3/4-cent sales tax approved by the qualified voters of the City on November 5, 2024, dedicated to funding projects consistent with the City's comprehensive plan (1/2-cent). In providing a recommendation on projects, the following criteria should be considered:

- A. Whether the project can be completed with no ongoing debt obligation.
- B. Whether the project is eligible for matching funds.
- C. Whether the project directly generates new sales tax or other revenue for City services and infrastructure
- D. Whether the project creates jobs or increases economic growth.
- E. Whether the project is a catalyst that retains existing or attracts new City residents or businesses.
- F. Whether the project improves livability for City residents or workers.
- G. Whether the project is transformational and invests in the next generation.
- H. Whether the project is a continuation of an existing or previous project.

Section 4 – The term of the Citizens' Advisory Board shall be from the date of the passage of this Resolution until March 30, 2035.

81
82 Section 5 – This Resolution shall be in effect from and after passage.
83

84 Passed at meeting: _____
85
86

87 _____
88 Mayor
89

90 Attest: _____, City Clerk
91

92 Filed as Resolution: _____
93

94 Approved as to form:  _____, City Attorney
95
96

97 Approved for Council action:  _____, Interim City Manager
98
99



EXPLANATION TO COUNCIL BILL 2025-004 (MCGULL)

FILED: 12/17/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to accept Budget Stabilization funds, in the amount of \$3,400,000, and to enter into a Budget Stabilization Funds Agreement with the Missouri Highways and Transportation Commission for the purpose of funding the LeCompte Road Improvement Project; amending the Fiscal Year 2024-2025 budget in the amount of \$3,400,000 to appropriate the state funds for this project; and declaring this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Budget Stabilization Funds Agreement ("Exhibit 1") with the Missouri Highways and Transportation Commission ("MHTC"), for the purpose of funding the LeCompte Road Improvement Project; amending the Fiscal Year 2024-2025 budget for the Department of Public Works in the amount of \$3,400,000 to appropriate the State funds for this project; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: This project will widen LeCompte Road to three lanes, from East Division Street (Route YY) north to the BNSF railroad. Additional improvements will be made at the LeCompte Road and Division Street intersection. The City and the Erlen Group requested funding from the State General Assembly to assist with the project, and the State awarded \$3,400,000. The Missouri Department of Transportation will administer the State funds for the project.

This Council bill will authorize the acceptance of the \$3,400,000 State funds for the LeCompte Road improvements. In addition, the City has received a \$1,500,000 grant from the Economic Development Administration and the United States Department of Commerce as well as \$400,000 in Transportation Alternative Program funding for trail improvements along the project.

A cost share agreement between the City of Springfield and the Erlen Group for remaining project costs is included in a separate Council bill. As this Ordinance is for a State funding agreement, we request that it be passed as a one-reading bill under City Charter Section 2.16(25).

Supports the following City Council Priorities

- Economic Vitality
- Quality of Place
- Fiscal Sustainability



- Public Safety

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

Submitted By: Brett Foster, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 1/6/2025

Attachments:

1. LeCompte Rd State Funding_ord
2. LeCompte State Funding Agreement Agree_Exh1
3. LeCompte State Funding Agreement BA_Exh2

One-rdg. X
P. Hrngs.
Pgs. 20
Filed: 01-07-25

Sponsored by: McGull

First Reading: Second Reading:

COUNCIL BILL 2025-004 SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to accept Budget Stabilization funds, in
2 the amount of \$3,400,000, and to enter into a Budget Stabilization
3 Funds Agreement with the Missouri Highways and Transportation
4 Commission for the purpose of funding the LeCompte Road
5 Improvement Project; amending the Fiscal Year 2024-2025 budget in
6 the amount of \$3,400,000 to appropriate the state funds for this
7 project; and declaring this Ordinance qualifies for approval in one
8 reading pursuant to City Charter Section 2.16(25).
9 _____

10
11 WHEREAS, the LeCompte Road Improvement Project (“Project”) will widen
12 LeCompte Road to three lanes from East Division Street (Route YY) north to the BNSF
13 railroad and improve the intersection at LeCompte Road and Division Street; and
14

15 WHEREAS, the Missouri General Assembly has appropriated \$3,400,000 in
16 budget stabilization funds to assist with the Project, with the Missouri Highways and
17 Transportation Commission (“MHTC”) administering the state funds used for this
18 project; and
19

20 WHEREAS, in addition to these funds, the City has received a \$1,500,000 grant
21 from the Economic Development Administration, an agency of the U.S. Department of
22 Commerce, and \$400,000 in Transportation Alternative Program funding from MHTC for
23 trail improvements; and
24

25 WHEREAS, the City and Erlen Group have agreed to share remaining Project
26 costs in a separate agreement to be reviewed by Council, currently pending Council Bill
27 2024-286.
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 designee, is hereby authorized to accept
33 Budget Stabilization funds in the amount of \$3,400,000 from the Missouri Highways and

Transportation Commission ("MHTC") for the purpose of constructing the LeCompte Road Improvement Project ("Project"), and to do all things necessary to carry out the intent of this Ordinance, including execution of an agreement in substantially the same form as the document attached hereto and incorporated herein by reference as "Exhibit 1."

Section 2 – The budget of the City of Springfield for Fiscal Year 2024-2025 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 046, a copy of which is attached hereto and incorporated herein by reference as "Exhibit 2."

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

Section 4 – The City Manager, or designee, is directed to cause the appropriate accounting entries to be made in the books and records of the City.

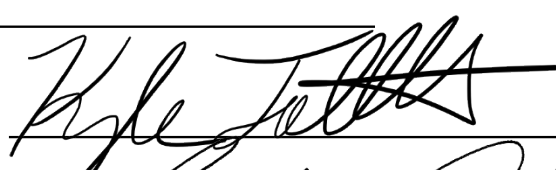
Section 5 – City Council hereby finds and declares that this Ordinance may be passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to a contract for the acceptance of grant funds from a state or federal agency. This Ordinance shall be in full force and effect from and after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

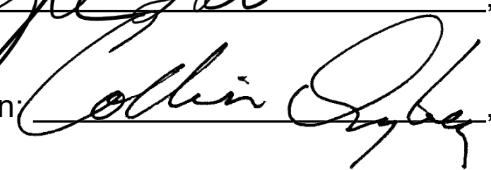
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, Interim City Manager

CCO Form: FS35
Approved: 01/20 (MWH)
Revised: 03/24 (TLP)
Modified: 12/24 (RSV)

Entity: City of Springfield
Project Name: LeCompte Ave
MoDOT Project No.: SNS0029
eAgreement #: 2024-10-85529

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
BUDGET STABILIZATION FUNDS AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Springfield (hereinafter, "Entity").

WITNESSETH:

WHEREAS, pursuant to Section 4.456 of Truly Agreed to and Finally Passed House Bill 2004 from the 2024 legislative session (**TAFP HB 2004 2024**), the Missouri General Assembly (**GA**) has appropriated three million, four hundred thousand dollars (\$3,400,000) in budget stabilization funds to the Commission to be expended for the construction of improvements to LeCompte Avenue; and

WHEREAS, the Commission will administer these Program funds to the Entity with the understanding that such funds will be used for the purpose of funding the Entity's proposed Project, as further described within **TAFP HB 2004 2024** and within this Agreement.

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

(1) **PROGRAM PURPOSE AND AMOUNT OF PROGRAM:**

(A) The Program purpose is to coordinate the administration of funds appropriated for the cost of the Entity's proposed Project in accordance with 4.456 of **TAFP HB 2004 2024**. The amount of State Budget Stabilization funds available for the project is three million, four hundred thousand dollars (\$3,400,000).

(B) The total amount of this Agreement, as provided within Section 4.456 of **TAFP HB 2004 2024**, is three million, four hundred thousand dollars (\$3,400,000). These Program funds are subject to appropriations made by the GA and gubernatorial release of such funds appropriated to the Commission. The Commission will administer funds from the appropriated funds in an amount not to exceed three million, four hundred thousand dollars (\$3,400,000), however in the event state funds appropriated within Section 4.456 of **TAFP HB 2004 2024**, are reduced so that the Commission is incapable of completely satisfying its obligations to the Entity, the Commission may recompute and reduce this Program and the amount of this Agreement.

(C) The designation of this Agreement does not create a lump sum quantity contract, but rather only represents the amount of funding available for reimbursement of eligible Agreement expenses. In no event will the Commission reimburse the Entity for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all Project expenses to ensure that they are eligible Program expenses.

(D) These Appropriated funds are for engineering, environmental review, right-of-way acquisition, utility relocation, construction contract, construction inspection and project administration costs of street improvements on LeCompte Avenue. The Entity shall be solely responsible for all ineligible costs.

(2) PROGRAM TIME PERIOD: This Agreement provides funding for expenditures during State Fiscal Year (**SFY**) 2025 (July 1, 2024, to June 30, 2025). In the event the funds are re-appropriated by the GA into another SFY, the Agreement time period will automatically be adjusted to reflect the new SFY.

(3) REQUEST FOR RE-APPROPRIATION OF PROGRAM FUNDS AND EXTENSION OF TIME FOR COMPLETION OF PROJECT: It is anticipated the three million, four hundred thousand dollars (\$3,400,000) provided within Section 4.456 of TAFP **HB 2004 2024** will not be fully expended by June 30, 2025, the end of SFY 2025. Therefore, the Commission will request for the re-appropriation of Program funds and extension of time for completion of the Project. If the re-appropriation is not approved by the GA, the Entity is responsible for completing construction of the Project at the Entity's expense.

(4) LOCATION AND JOB NUMBER: The proposed Project that is the subject of this Agreement is identified as MoDOT job number SNS0029. The Project is contemplated at the following location:

On Le Compte Avenue, City of Springfield, Greene County from BNSF Railroad Cuba Subdivision to Route YY (Division Street).

The general location of the Project is shown on the attachment marked as "**Exhibit A**" and is incorporated herein by reference.

(5) SCOPE OF WORK: The Entity shall undertake and complete the proposed Project described in the Entity's Scope of Work Statement, which is attached and marked as "**Exhibit B**" and is incorporated herein by reference. The Project will be defined by the Entity's Scope of Work Statement. Any proposed changes to the Entity's Scope of Work, during design or construction of the Project, must be submitted in writing for Commission review and approval before the changes will be considered eligible for participation in the Program.

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

(7) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(8) ENTITY REPRESENTATIVE: The Entity's Director of Public Works is designated as the Entity's representative for the purpose of administering the provisions of this Agreement. The Entity's representative may designate by written notice other persons having the authority to act on behalf of the Entity in furtherance of the performance of this Agreement.

(9) PROJECT RESPONSIBILITIES: With regard to Project responsibilities under this Agreement, the parties agree as follows:

(A) The Entity shall be responsible for design of the Project and shall prepare detailed right-of-way and construction plans and specifications. The plans and specifications shall be prepared in accordance with and conform to Commission requirements and are subject to Commission approval and acceptance.

(B) The Entity shall acquire right-of-way as needed for the Project in accordance with Commission requirements and subject to Commission approval.

(C) The Entity shall be responsible for letting the Project, which includes advertising the Project for bids and awarding the construction contract. The Entity shall award the contract to the lowest, responsive, responsible bidder. The Commission will review all contractors' bids and concur with the selection of the apparent successful bidder prior to the Entity awarding the construction contract.

(D) The Entity shall be responsible for construction of the Project, which includes administration of the construction contract. The Project shall be constructed in accordance with and conform to Commission requirements.

(E) The Entity shall be responsible for inspection of the Project work in accordance with Commission requirements and is subject to the Commission's oversight, approval, and acceptance.

(10) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) The Agreement funds are only eligible to be used costs on the Entity's proposed Project in accordance with Section 4.456 of TAFP HB 2004 2024. All

other Project costs are ineligible for Program funds and shall be the responsibility of the Entity. The estimated project cost for the Entity's proposed Project is four million, five hundred eleven thousand, seven hundred forty-five dollars (\$4,511,745),

(B) The Entity shall be responsible for the balance of project costs in excess of three million, four hundred thousand dollars (\$3,400,000),

(C) The Entity will receive any project cost savings..

(D) The estimated Project Cost, Project Responsibilities, and Financial Responsibilities are shown in "**Exhibit C**", which is attached hereto and incorporated herein by reference.

(11) REIMBURSEMENT FOR ELIGIBLE EXPENSES: The Commission will reimburse the Entity as discussed in section (10) for Project expenses based on eligible project costs.

(A) The Entity may request reimbursement for eligible costs incurred at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be submitted to the Missouri Department of Transportation (**MoDOT**) monthly and shall be supported with invoices and documentation that its providers were paid in full for the work performed.

(B) It is understood and agreed by and between the parties that the Commission shall make no reimbursement payment which could cause the aggregate of all payments under this Agreement to exceed three million, four hundred thousand dollars (\$3,400,000), as approved by the Commission.

(C) The request for reimbursement must include a project progress summary that includes an estimated percent complete, list of major items of work completed during the pay period and status of schedule.

(D) Within ninety (90) days of final inspection of the Project funded under this Program, the Entity shall provide to the Commission a final payment request and all financial performance and other reports as required by this Agreement.

(E) If the Commission determines that the Entity was overpaid, the Entity shall remit the amount of overpayment to the Commission.

(F) The Entity must submit reimbursement requests by May 31st of the Program Time Period to ensure reimbursement by the end of the SFY.

(12) MAINTENANCE: Upon completion of construction of this Project, the Entity shall accept maintenance and control of the improved LeCompte Avenue at no cost or expense whatsoever to the Commission. All obligations of the Commission under this Agreement shall cease upon completion of the Project.

(13) ACQUISITION OF RIGHT OF WAY: The Entity shall acquire any additional necessary right of way required for the Project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(14) DESIGN AND CONSTRUCTION SPECIFICATIONS: The Entity agrees that all design and construction work for the proposed Project will be in accordance with policies, procedures, design criteria, design standards, and construction specifications adopted by the Entity to Entity's streets. In absence of such Entity adopted requirements, the Entity shall use Commission requirements for Local Public Agency projects. Any work on the State Highway System shall be in accordance with current Commission policies, procedures, design criteria, and the Missouri Standard Specifications for Highway Construction.

(15) PERMITS: The Entity shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the Project.

(16) TRAFFIC CONTROL: The plans shall provide for temporary and permanent traffic control using signs, signals, and markings in accordance with the Manual of Uniform Traffic Control Devices (**MUTCD**).

(17) SOLICITATION FOR BIDS AND CONTRACT AWARD: The Entity shall solicit bids for the Project in accordance with plans developed by the Entity. The Entity shall review all contractor bids received and award the contract to the lowest, responsive, responsible bidder. Prior to awarding the contract, the Entity shall submit the bids to the Commission for review and concurrence. The Entity shall not make any award for the Project without prior written consent of the Commission.

(18) NOTICE TO PROCEED: After award of the construction contract, the Entity shall provide the Commission with copies of the executed construction contract between the Entity and the contractor, the performance and payment bonds, and any other documentation as required by this Agreement. Upon receipt of all necessary documents, the Commission will authorize the Entity to issue a notice to proceed with construction.

(19) CONSTRUCTION PROGRESS AND INSPECTION: The Entity shall provide and maintain adequate, competent, and qualified engineering supervision and construction inspection at the Project site during all stages of the work to ensure that the completed work conforms with the Project plans and specifications. The inspection staff shall utilize construction progress and inspection reports to sufficiently document the work and to document proper payments for completed work. Project oversight by other personnel does not relieve the Entity of this responsibility.

(20) PROMPT PAYMENT: The Commission and the Entity will require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri's prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Entity will also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Entity and the Commission.

(21) AUDIT OF RECORDS: The Entity shall maintain all records relating to this Agreement, including but not limited to bidding documents, construction contracts, construction inspection reports, invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(22) NONDISCRIMINATION CLAUSE: The Entity shall comply with all state and federal statutes applicable to the Entity relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

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

(24) PROJECT SCHEDULE: The Project schedule is shown on the attachment marked as "**Exhibit D**" and is incorporated herein by reference. Any lack of progress which significantly endangers substantial performance of the Project within the specified time shall be deemed a material breach of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Entity in writing once such a determination is made.

(25) PROJECT ACCEPTANCE AND CERTIFICATION: The Entity shall certify in writing that the Project was completed in accordance with all applicable state and federal laws and applicable construction requirements were met. The certification form is shown on the attachment marked as "**Exhibit E**" and is incorporated herein by reference. This certification will be submitted during the final closeout phase of the Project. The Commission will withhold final payment until certification is received.

(26) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(27) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(28) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(29) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(30) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(31) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(32) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
Attn: Stacy Reese
District Engineer
3025 E Kearney
Springfield, MO 65803
Email: stacy.reese@modot.mo.gov

Entity to: City of Springfield Public Works
Attn: Dan Smith
Director of Public Works
840 N. Boonville Avenue
Springfield, MO 65801
Email: dsmith@springfieldmo.gov

or to such other place as the parties may designate in accordance with this Agreement.

(33) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged

breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(34) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(35) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Entity at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(36) CONFIDENTIALITY: The Entity shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Entity shall notify the Commission immediately of any request for such information.

(37) NONSOLICITATION: The Entity warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Entity, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(38) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(39) INDEMNIFICATION: To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(40) INSURANCE:

(A) The Entity is required or will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(41) NOTIFICATION OF CHANGE: The Entity shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

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

(43) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Entity, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Entity responsible for damages.

(44) ENTITY RIGHT-OF-WAY: All Project improvements made within Entity-owned right-of-way shall become the Entity's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Entity. The Entity further agrees that the right of way provided for any improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(45) STATE WAGE LAWS: The Entity's contractor and its subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this Project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri. The Entity shall take those acts which may be required to fully inform itself of the terms of, and to comply with, any applicable state wage laws.

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

Executed by the Entity on _____(date).

Executed by the Commission on _____(date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By: _____

Title: _____

Ordinance No _____

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



EXHIBIT B

SCOPE OF WORK

LeCompte is to be widened to three-lanes from the railroad track south to the Springfield Underground entrance. From the Springfield Underground south entrance south to Division Street is be two lanes with improved shoulders. On Division Street a westbound to northbound right turn lane will be constructed. An eastbound to northbound left turn lane will be constructed.

Project includes design, right-of-way acquisition (expected to be donated), utility relocations, construction and inspection (in-kind).

EXHIBIT C
FINANCIAL SUMMARY

Project Name: LeCompte Avenue Improvements

Project Number: SNS0029

Description: Street and sidewalk improvements on LeCompte Avenue from BNSF railway to Rte. YY
(Division Street)

Total Construction Contract Cost Estimate: \$4,205,745

Local Entity: City of Springfield

Project Responsibility:

Design, right-of-way acquisition: Erlen Group.

All other project phases: City of Springfield

Project Cost Summary:

Preliminary Engineering/Design	\$306,000
Right of Way Acquisition	\$0
Bid Letting and Construction	\$4,205,745
Utilities	\$0
Construction Engineering/Inspection	In-kind by City staff

Financial Responsibilities for Project:

State Budget Stabilization Funds Allocation	\$3,400,000	Total State Share
		\$3,400,000
Erlen Group	\$306,000	Total Entity Share
City of Springfield/EDA grant	\$805,745	\$1,111,745
Total:	\$4,511,745	

How are overruns and underruns handled?

The City of Springfield is responsible for all costs over \$4,511,745.

Maximum Budget Stabilization funds allocation is \$3,400,000. ~~Savings will be shared on a pro-rata basis.~~

EXHIBIT D
PROJECT SCHEDULE

- Design, ROW donations – Q3-Q4 2024
- Bid Letting – Q1 2025
- Notice to Proceed – Q2 2025
- Construction – Q3-Q4 2025

EXHIBIT E



Missouri Department of Transportation

Certification for Acceptance

Budget Stabilization Funds Appropriation

Funding Recipient:					
Address					
City		State		Zip	
Project Identification Number:					
County		Route		Completion Date	
Project Location					
Type of Improvement					
I hereby certify the project identified above has been completed in accordance with all state and federal laws and the following requirements have been met: 1. Project field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications. 2. The project was constructed substantially in conformity with the plans and specifications. 3. A copy of the Final Invoice and a Final List of Pay Quantities have been submitted to MoDOT. 4. The Funding Recipient has received certification from the Contractor that all lawful claims in connection with the project have been paid and discharged. 5. For projects exceeding \$75,000, all Missouri Prevailing Wage laws were followed and enforced (for a checklist, see Form PW-5 at https://labor.mo.gov/).					
Signed by an Authorized Representative of the Funding Recipient:		_____ Signature _____ (Date)			

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
046

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46120	20	73020	414110	101052	00000	\$ 3,400,000	State of Missouri Budget Stabilization Funds Agreement
Net Revenue Adjustment						\$ 3,400,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46120	20	73020	509110	101052	00000	\$ 3,400,000	Upgrading LeCompte Road from East Division Street north to BNSF Railroad, and the LeCompte Road and Division Street Intersection
Net Expenditure Adjustment						\$ 3,400,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2024-25 budget by appropriating State of Missouri funds of \$3,400,000 towards Upgrading LeCompte Road from East Division Street north to the BNSF Railroad, and the LeCompte-Division Street intersection based on the Budget Stabilization Funds Agreement with the State.

Requested By:

Dan Smith 1-07-2025
Department Head Date

Approved By:

DL Hill 1-07-2025
Director of Finance Date

Authorization:

Council Bill No. 2025-004
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date



EXPLANATION TO COUNCIL BILL 2025-005 (SIMPSON)

FILED: 12/17/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a Cost Apportionment and Carbon Reduction Program Agreement with the Missouri Highways and Transportation Commission for the purpose of funding the design and construction of a shared use path crossing the intersection of Sunset Street and Glenstone Avenue; amending the Fiscal Year 2024-2025 budget in the amount of \$402,209.28 to appropriate the federal and state funds for this project; and declaring that this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Cost Apportionment and Carbon Reduction ("CRP") Program Agreement ("Exhibit 1") with the Missouri Highways and Transportation Commission ("MHTC"), for the purpose of funding the design and construction of a shared use path crossing the intersection of Sunset Street and Glenstone Avenue as shown on the attached Exhibit 2; approving a budget adjustment amending the Fiscal Year 2024-2025 budget of the Department of Public Works in the amount of \$402,209.28 to appropriate federal CRP grant funds and MHTC Southwest District funds; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: This project improves walkability by providing a trail connection across Glenstone Avenue from the proposed pedestrian pathway on Sunset Street to the existing sidewalk on Edgewood Street. Additionally, this project will provide a pedestrian connection to the bus stop located along Glenstone Avenue just south of Sunset Street.

This agreement allows for federal CRP grant funding to reimburse up to 80 percent (\$357,519.36) of the total design and construction cost of \$446,899.20. This grant requires a minimum local match of 20 percent. The MHTC will reimburse the City for 10 percent (\$44,689.92) of the total project cost from its Southwest District distributed funds. The remaining local match of 10 percent (\$44,689.92) of the total project cost will be funded from the 1/4-cent Capital Improvement Sales Tax and is already budgeted.

As this Ordinance is for a State contract for federal grant funds and State of Missouri funds, we request that it be passed as a one-reading bill under City Charter Section 2.16(25).

Supports the following City Council Priorities



- Public Safety
- Quality of Place
- Economic Vitality

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

Submitted By: Brett Foster, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 1/6/2025

- Attachments:**
1. Trail Crossing - Sunset & Glenstone
 2. Sunset-Glenstone Trail Crossing Agree_Exh1
 3. Sunset-Glenstone Trail Crossing Map_Exh2
 4. Sunset-Glenstone Trail Crossing BA_Exh3

One-rdg. X
P. Hrngs.
Pgs. 34
Filed: 01-07-25

Sponsored by: Simpson

First Reading:

Second Reading:

COUNCIL BILL 2025-005

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into a Cost Apportionment and
2 Carbon Reduction Program Agreement with the Missouri Highways
3 and Transportation Commission for the purpose of funding the design
4 and construction of a shared use path crossing the intersection of
5 Sunset Street and Glenstone Avenue; amending the Fiscal Year 2024-
6 2025 budget in the amount of \$402,209.28 to appropriate the federal
7 and state funds for this project; and declaring that this Ordinance
8 qualifies for approval in one reading pursuant to City Charter Section
9 2.16(25).

10
11
12 WHEREAS, this project will improve walkability by providing a trail connection
13 across Glenstone Avenue from the proposed pedestrian pathway on Sunset Street to
14 the existing sidewalk on Edgewood Street and provide a pedestrian connection to the
15 bus stop located on Glenstone Avenue south of Sunset Street; and
16

17 WHEREAS, this agreement allows for federal Carbon Reduction Program
18 ("CRP") grant funding to reimburse up to 80 percent (\$357,519.36) of the total design
19 and construction cost, currently estimated to be \$446,899.20, with a minimum local
20 match of 20 percent; and
21

22 WHEREAS, the Missouri Highways and Transportation Commission ("MHTC")
23 will reimburse the City for 10 percent of the total project cost from its Southwest District
24 distributed funds, and the remaining 10 percent (\$44,689.92) will be funded from the
25 1/4-cent Capital Improvement Sales Tax and is already budgeted.
26

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

30 Section 1 – The City Manager, or designee, is hereby authorized to enter into a
31 Cost Apportionment and Carbon Reduction Program Agreement with the Missouri
32 Highways and Transportation Commission ("MHTC"), said Agreement to be

substantially similar in form as the document attached hereto and incorporated herein by reference as "Exhibit 1."

Section 2 – The budget of the City of Springfield for Fiscal Year 2024-2025 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 045, a copy of which is attached hereto and incorporated herein by reference as "Exhibit 3."

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

Section 4 – The City Manager, or designee, is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 5 – City Council hereby finds and declares that this Ordinance may be passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to a contract for the acceptance of grant funds from a state or federal agency. 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:  _____, Interim City Manager

CCO Form: DE07
Approved: 07/97 (DPP)
Revised: 03/24 (TLP)
Modified:
CFDA #20.205

Cost Apportionment Agreement
Route: Business 65
County: Greene
Job No.: SU0327, CRP-5901(839)
Agreement No: 2024-11-85715

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COST APPORTIONMENT AND CARBON REDUCTION PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Springfield (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Commission owns and maintains Business Route 65 in Greene County as part of the State Highway System;

WHEREAS, the parties desire the improvement or reconstruction of Business Route 65, generally at its intersection with Sunset Street; and

WHEREAS, the Entity is willing to provide assistance in the construction or reconstruction of the improvements, subject to the terms and conditions herein.

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA), Title 23 United States Code (USC) §175 authorizes the funding of projects providing for the reduction of transportation emissions through the Carbon Reduction Program (CRP); and

WHEREAS, the Commission is the agency designated to receive and dispense such funds; and

WHEREAS, the Commission has determined that **South Creek Greenway Connection at Glenstone Avenue** is consistent with the goals of the CRP funding; and

WHEREAS, the Commission and Entity agree to use CRP funding for the improvements;

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

(1) **PURPOSE:** The purpose of this Agreement is to co-ordinate the participation by the Commission in the cost of the Entity's public improvement for Business Route 65, in the County of Greene, designated as Job No. SU0327 and Federal project number CRP-5901(839) This public improvement will involve Construction of a shared use path, sidewalk, and pedestrian signal upgrades.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Business Route 65, Greene County, locally named Glenstone Avenue, at its intersection with Sunset Street in Springfield, Missouri. The project involves the extension of the South Creek Greenway Trail along Sunset Street to a Business Route 65.

The general location of the public improvement is shown on attachment marked "Exhibit A" and incorporated herein by reference.

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

(4) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual [and the final deadline specified in Exhibit D attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit D conflict, the final deadline within Exhibit D controls]. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the Entity agrees to repay the Commission for any progress payments made to the Entity for the project and agrees that the Commission may deduct progress payments made to the Entity from future payments to the Entity.

(6) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Entity will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Entity will acquire right-of-way as needed for the project in accordance with Commission requirements.

(C) The Entity will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The project shall be constructed in accordance with and conform

to Commission requirements. The Entity will solicit bids for the herein improvement in accordance with plans developed by the Entity, or as the plans may from time to time be modified in order to carry out the work as contemplated. The Entity will award the contract to the lowest, responsive, responsible bidder. Prior to awarding the contract, the Entity will obtain concurrence in award from the Commission. The Entity will submit all required bid concurrence documentation to the Commission at least 2 weeks prior to the Commission Meeting in which the Entity seeks to request award.

(D) The Entity will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(7) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to as follows:

(A) The total project cost will include preliminary engineering, right of way, utilities, construction and inspection and is estimated at four hundred forty-six thousand eight hundred ninety-nine dollars and twenty cents (\$446,899.20). The details of the estimated cost breakdown are listed in "Exhibit B", which is attached hereto and made part hereof.

(B) The Entity will be responsible for ninety percent (90%) of the total project cost, except for overruns. The Entity's contribution is comprised of local funds and Carbon Reduction Program funds allocated to the entity by the Ozarks Transportation Organization. The current estimate of the Entity's responsibilities is four hundred two thousand, two hundred nine dollars and twenty-eight cents (\$402,209.28). Of this amount, three hundred fifty-seven thousand, five hundred nineteen dollars and thirty-six cents (\$357,519.36) will come from the Carbon Reduction Program suballocated to the Ozarks Transportation Organization, and forty-four thousand, six hundred eighty-nine dollars and ninety-two cents (\$44,689.92) will come from local cash.

(C) The Commission will pay for ten percent (10%) of the total project cost, currently estimated at forty-four thousand, six hundred eighty-nine dollars and ninety-two cents (\$44,689.92) from its Southwest District distributed funds.

(D) The Entity and the Commission will share cost overruns equally, fifty percent – fifty percent (50%-50%). The Entity and the Commission will share cost savings based on a pro rata share of project funding sources: Carbon Reduction Program eighty percent (80%), Entity local cash ten percent (10%), Commission ten percent (10%).

(8) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the Entity as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by

City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be no more than 80% percent not to exceed \$357,519.36. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(9) PROGRESS PAYMENTS: The Entity may request progress payments be made for the herein improvements as work progresses but not more than once every two (2) weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within ninety (90) days of the project completion date for the final phase of work. The Entity shall repay any progress payments which involve ineligible costs.

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

(11) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(12) APPROVAL OF FHWA AND AVAILABILITY OF FUNDS: This Agreement is entered into subject to the approval of the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

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

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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

(16) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(17) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(18) CONFLICT OF INTEREST: The Entity shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(19) MANDATORY DISCLOSURES: The Entity shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(20) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(21) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(22) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the

refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(23) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(24) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(25) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(26) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
Attn: Stacy Reese
District Engineer
3025 E Kearney
Springfield, MO 65803
Email: stacy.reese@modot.mo.gov

Entity to: City of Springfield Public Works
Attn: Dan Smith
Director of Public Works
840 N. Boonville Avenue
Springfield, MO 65801
Email: dsmith@springfieldmo.gov

or to such other place as the parties may designate in accordance with this Agreement.

(27) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or

representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(28) INDEMNIFICATION: To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(29) INSURANCE:

(A) The Entity is required or will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(30) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Entity agrees as follows:

(A) Civil Rights Statutes: The Entity shall comply with all 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 USC §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 USC §12101, *et seq.*). In addition, if the Entity is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The Entity shall comply with the administrative rules of the United States Department of Transportation (USDOT) relative to nondiscrimination in federally assisted programs of the USDOT (49 Code of Federal

Regulations (CFR) Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Entity shall not discriminate on grounds of the race, color, religion, 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 Entity 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 Entity. These apply to all solicitations either by competitive bidding or negotiation made by the Entity for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Entity of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age, or ancestry of any individual.

(E) Information and Reports: The Entity shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders, and instructions. Where any information required of the Entity is in the exclusive possession of another who fails or refuses to furnish this information, the Entity shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Entity fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Entity complies; and/or
2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Entity shall include provisions of section (30) of this 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 of the USDOT. The Entity will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Entity becomes involved or is

threatened with litigation with a subcontractor or supplier as a result of such direction, the Entity may request the United States to enter into such litigation to protect the interests of the United States.

(31) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the USDOT and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's), as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

(32) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the Entity has not paid the vendor prior to receiving reimbursement, the Entity must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(33) PERMITS: The Entity shall secure any necessary approvals or permits from any federal or state agency as required for the completion of this project.

(34) INSPECTION OF CONTRACTOR'S RECORDS: The Entity shall assure that its contractors, and all subcontractors, if any, maintain all books, documents, papers, and other evidence pertaining to costs incurred in connection with this Agreement. The Entity shall make such materials available at such contractor's office at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri. Copies thereof shall be furnished at no charge, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(35) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the Entity, through the Commission, any monies due. The Entity shall refund any overpayments as determined by the final audit.

(36) AUDIT REQUIREMENTS: If the Entity expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Entity expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the Entity may be exempt from auditing

requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(37) FHWA APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA.

(38) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the Entity, and the Entity may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the Entity" is to be substituted. The Entity agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(39) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The Entity shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(40) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project_SU0327 or contemplated by this Agreement.

(41) ACCESS TO RECORDS: The Entity and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the Entity receives reimbursement of their final invoice from the Commission.

(42) BUDGET: The Entity shall incur obligations in connection with the performance of the period only in conformity with the latest budget approved by the Commission as specified in Exhibit B. This budget may be revised as necessary; however, no budget or revision shall be effective unless approved by the Commission's representative and FHWA.

(43) ELIGIBLE EXPENDITURES: No expenditure or charges shall be eligible for reimbursement that are contrary to the provisions of this Agreement or not required for the carrying out of the project.

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

Executed by the Entity this on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

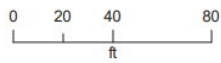
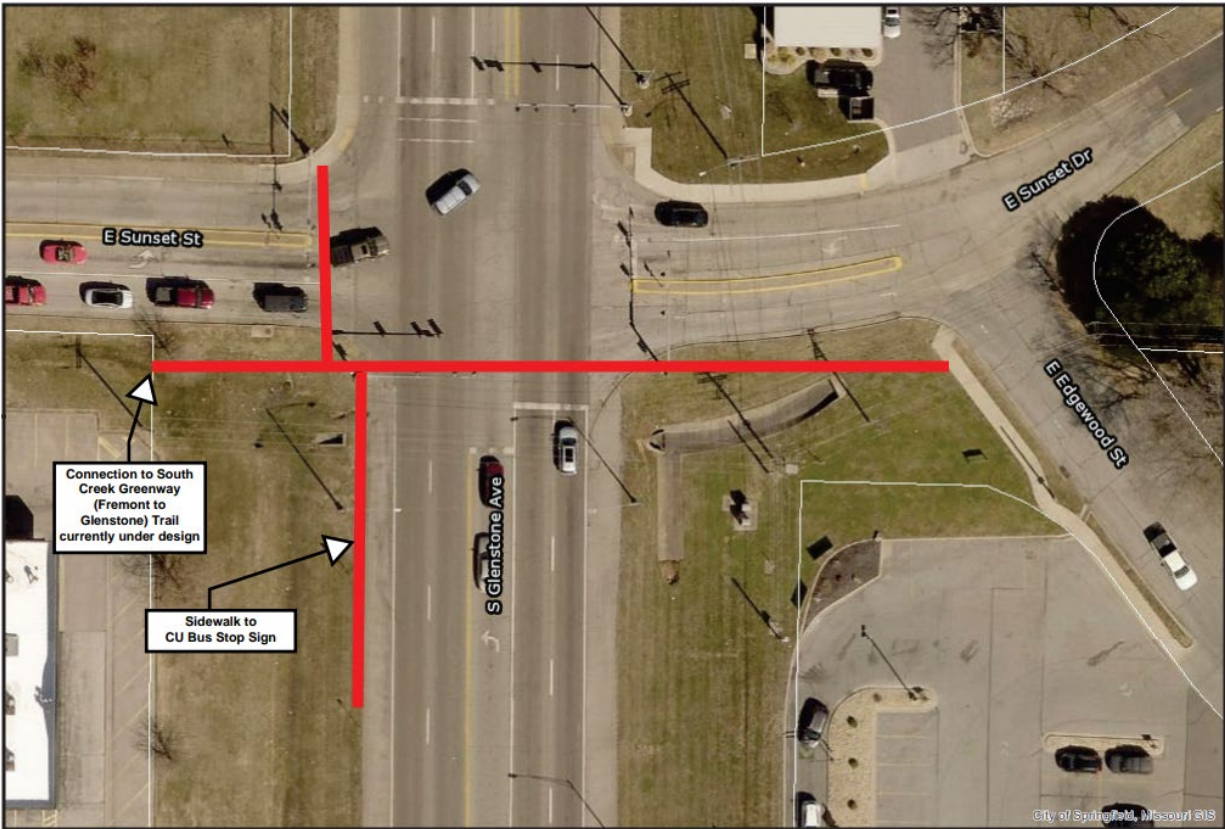
By: _____

Title: _____

Ordinance No _____

EXHIBIT A

Sunset and Glenstone Avenue Sidewalk Connection



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.



EXHIBIT B

Project Name: South Creek Trail (Glenstone Intersection)

MoDOT Project Number: SU0327, CRP-5901(839)

Description: Add bicycle/pedestrian trail, upgrade pedestrian signal on Glenstone Ave. at Sunset Street.

Total Project Cost Estimate: \$446,899.20

Local Entity: City of Springfield

	Current Estimate	Cost Share/ Participation Eligible
Preliminary Engineering	\$58,291.20	\$58,291.20
Right of Way Acquisition (including easements)	\$0.00	\$0.00
Right of Way Incidentals	\$0.00	\$0.00
Utilities	\$0.00	\$0.00
Construction	\$337,920.00	\$337,920.00
Construction Engineering	\$50,688.00	\$50,688.00
Total	\$446,899.20	\$446,899.20

Project Responsibilities:

Design	Entity
Right of Way Acquisition	Entity
Letting	Entity
Inspection	Entity

Financial Responsibilities:

District	\$44,689.92	10%
Entity - Local	\$44,689.92	10%
CRP	\$357,519.36	80%
Total:	\$446,899.20	100%

How are overruns and underruns handled?

The Entity and the Commission will share cost overruns equally, fifty percent – fifty percent (50%-50%). The Entity and the Commission will share cost savings based on a pro rata share of project funding sources: Carbon Reduction Program eighty percent (80%), Entity local cash ten percent (10%), Commission ten percent (10%).

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

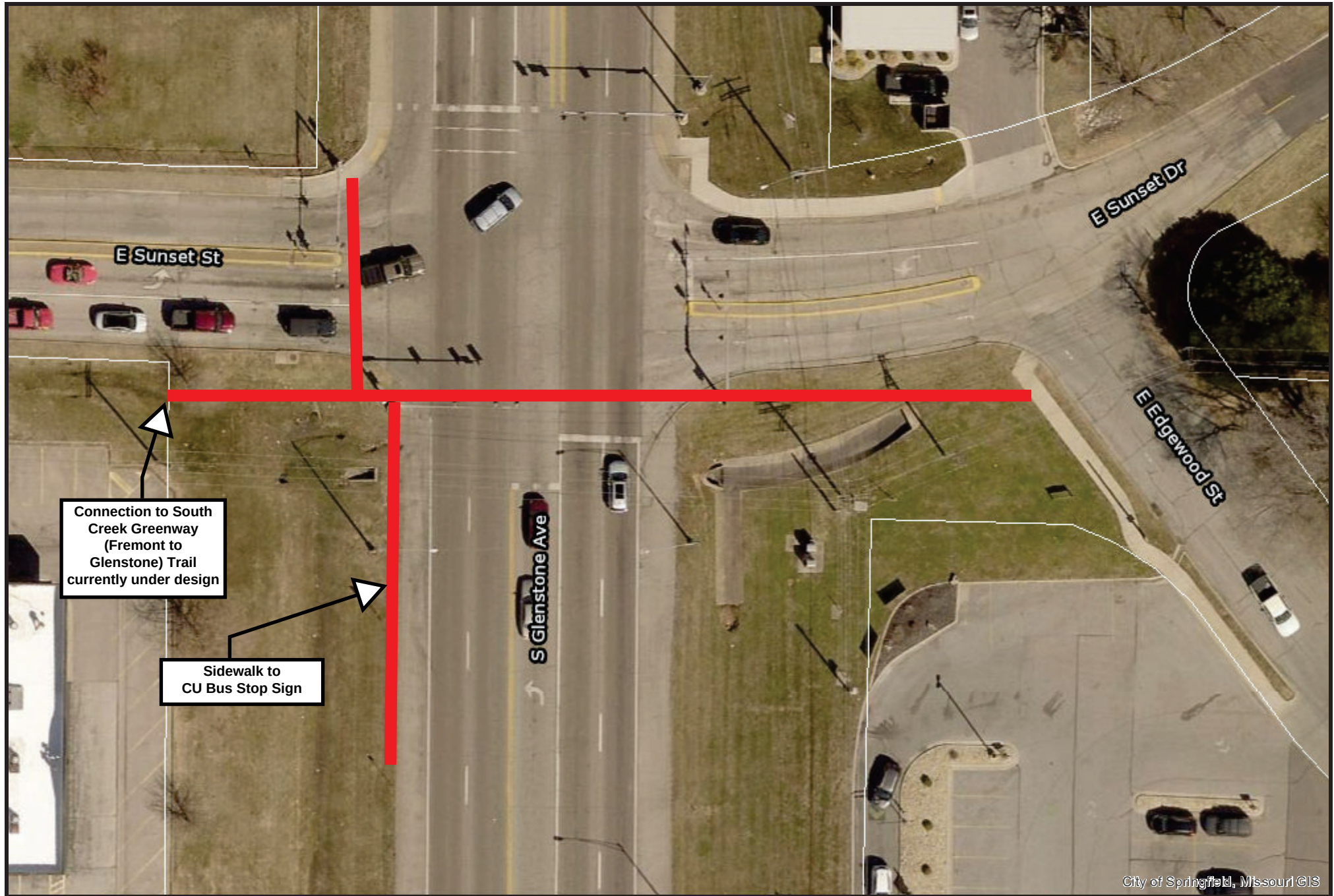
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Exhibit D
Project Schedule

Project Description: South Creek Greenway crossing at Business 65/Glenstone Avenue and Sunset Street.

Task	Date
Date funding is made available or allocated to recipient	October 2024
Engineering Services Contract Approved	April 2025
Preliminary and Right-of-Way Plans Submittal	October 2025
Plans, Specifications & Estimate (PS&E) Submittal	January 2026
Plans, Specifications & Estimate (PS&E) Approval	February 2026
Construction Contract Award or Planning Study completed	April 2026

Sunset and Glenstone Avenue Sidewalk Connection



CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 3

Budget Adjustment
045

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	000000	00000	\$357,519.36	Carbon Reduction Program Federal Grant Revenues through the Missouri Highways & Transportation Commission
46120	20	73020	414110	000000	00000	44,689.92	Missouri Highways & Transportation Commission Southwest District Contribution
Net Revenue Adjustment						\$402,209.28	

Expenditures:

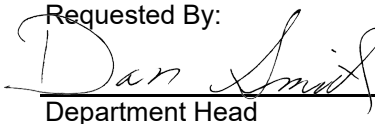
Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	509110	000000	00000	\$357,519.36	Design & Construction of a Shared Use Path Crossing at the Sunset Street/Glenstone Avenue Intersection
46120	20	73020	509110	000000	00000	44,689.92	Design & Construction of a Shared Use Path Crossing at the Sunset Street/Glenstone Avenue Intersection
Net Expenditure Adjustment						\$402,209.28	

Fund Balance Appropriation:

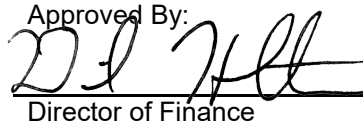
Fund	Title	Amount

Explanation: To amend the FY2024-25 Budget by appropriating \$357,519.36 of federal Carbon Reduction Program grant funds and \$44,689.92 for a contribution from the Missouri Highways & Transportation Commission, Southwest District, for the partial funding of the design and construction of a shared use path crossing at the Sunset/Glenstone Intersection. City matching funds of \$44,689.92 will be provided by the 1/4 Cent Capital Improvement Sales Tax and is already budgeted.

Requested By:

 1-07-2025
Department Head Date

Approved By:

 1-07-2025
Director of Finance Date

Authorization:

Council Bill No. 2025-005
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date



EXPLANATION TO COUNCIL BILL 2025-006 (JENSON)

FILED: 12/17/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a Grade Crossing Signal Installation Agreement with BNSF Railway Company in an amount not to exceed \$459,908 for the purpose of installing new signal equipment at Boonville Avenue.

PURPOSE: To authorize the City Manager, or designee, to enter into a Grade Crossing Signal Installation Agreement ("Exhibit 1") with BNSF Railway ("BNSF"), for the purpose of installing new signal equipment at Boonville Avenue ("Exhibit 2"), designated as United States Department of Transportation #664181R.

BACKGROUND INFORMATION: This proposed agreement will coordinate the cost of installing new signal equipment between the City and BNSF. The installation of the new box culverts under Boonville Avenue, as part of the Renew Jordan Creek – Main Avenue to Boonville Avenue project, will impact the existing railroad signal equipment at Boonville Avenue. In conjunction with the City's project, BNSF will install new signal equipment at Boonville Avenue. The improvements will include installing new signal equipment, and additional warning devices. The City's obligations will be performed by the City's contractor for the Renew Jordan Creek project or City crews. The City will fully fund the project, estimated at \$459,908, from the Renew Jordan Creek – Main Avenue to Boonville Avenue project funds that have already been budgeted. This agreement will allow BNSF to administer the project with funding provided by the City of Springfield.

Supports the following City Council Priorities

- Public Safety

REMARKS: Public Works recommends passage of this council bill.

Submitted By: Brett Foster, Assistant Director of Public Works

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

Maurice S. Jones, Deputy City Manager 1/6/2025

Attachments:

1. BNSF Signal - Boonville_ord
2. BNSF Signal Agreement Boonville Ave Agree_Exh1

3. BNSF Signal Agreement Boonville Ave Map_Exh2

One-rdg. _____
P. Hrngs. _____
Pgs. 16
Filed: 01-07-25

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-006

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into a Grade Crossing Signal
2 Installation Agreement with BNSF Railway Company in an amount not
3 to exceed \$459,908 for the purpose of installing new signal equipment
4 at Boonville Avenue.
5 _____
6

7 WHEREAS, the installation of the new box culverts under Boonville Avenue as
8 part of the Renew Jordan Creek – Main Avenue to Boonville Avenue project will impact
9 the existing railroad signal equipment at Boonville Avenue; and
10

11 WHEREAS, this agreement will coordinate the cost of installing new signal
12 equipment and additional warning devices at Boonville Avenue between the City and
13 BNSF Railway; and
14

15 WHEREAS, the City's obligations will be performed by the City's contractor for
16 the Renew Jordan Creek project or City crews and use Renew Jordan Creek project
17 funds that have already been budgeted.
18

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

22 Section 1 – The City Manager, or designee, is hereby authorized to enter into a
23 Grade Crossing Signal Installation Agreement with BNSF Railway Company in an
24 amount not to exceed \$459,908, substantially similar in form as the document attached
25 hereto and incorporated herein by reference as "Exhibit 1."
26

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

30 Passed at meeting: _____
31
32
33

Mayor

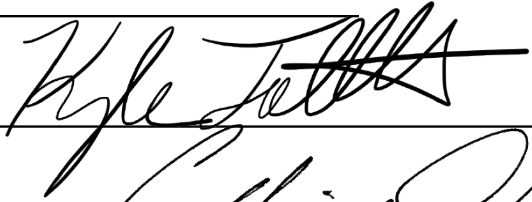
34 Attest: _____, City Clerk

35

36 Filed as Ordinance: _____

37

38

39 Approved as to form:  _____, Assistant City Attorney

40

41

42 Approved for Council action:  _____, Interim City Manager

EXHIBIT 1



Contract Number: BF-20536855

GRADE CROSSING SIGNAL INSTALLATION AGREEMENT

BNSF File No.: BF-20536855

Mile Post 202.269

Line Segment 1018

Track 1799

U.S. DOT Number 664181R

Cuba Subdivision

THIS GRADE CROSSING SIGNAL INSTALLATION AGREEMENT (hereinafter called, "Agreement"), is executed to be effective as of _____, by and between the **CITY OF SPRINGFIELD**, a Political Subdivision of the State of Missouri (hereinafter called, "AGENCY"), and **BNSF RAILWAY COMPANY**, a Delaware Corporation (hereinafter called, "RAILROAD");

WITNESSETH:

WHEREAS, in the interest of aiding vehicular travel and public safety, the AGENCY is undertaking a project to update by installing new railroad crossing signals and activation equipment on the road known as Boonville Ave;

WHEREAS, the project is located at U.S. DOT crossing 664181R as indicated on Exhibit "A", attached hereto and incorporated herein;

WHEREAS, the parties agree that the RAILROAD will receive no ascertainable benefit from the installation of advance warning signs, pavement marking stop bars or crossing signal equipment (hereinafter collectively called, "Crossing Signal Equipment");

WHEREAS, the AGENCY is paying for the acquisition and installation of crossing signal equipment at Boonville Ave;

WHEREAS, the RAILROAD agrees to purchase and install, at AGENCY'S sole expense, the crossing signal equipment described in the scope of work herein, and upon the terms and conditions set forth below.



Contract Number: BF-20536855

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – SCOPE OF WORK

- 1) The term “Project” as used in this agreement includes any and all work related to the installation of crossing signals and activation equipment at U.S. DOT crossing 664181R, more particularly described on Exhibit “A” and Exhibit “B” which are attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, installation of advance warning signs and pavement marking stop bars, installation of any new crossing surface, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

ARTICLE II – RAILROAD OBLIGATIONS

In consideration of the covenants of AGENCY set forth herein and the faithful performance thereof, RAILROAD agrees as follows:

- 1) The RAILROAD will, using its own labor forces under applicable labor agreements, install the Crossing Signal Equipment at Boonville Ave. The work will be performed at AGENCY’s expense and in accordance with the MUTCD and the plans and specifications approved by AGENCY and the Federal Highway Administration. The plans and specifications are attached to this Agreement as Exhibit “B” and incorporated herein.
- 2) A detailed estimate of RAILROAD’S construction engineering, installation labor (including the costs, if any, of electrical service from a public utility) and material costs required for the Project are attached hereto as Exhibit “C” and incorporated herein. In the event construction for the Project has not commenced within six (6) months following the effective date of this Agreement, RAILROAD may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit “C”. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit “C” not specifically mentioned therein may be included as a part of this Agreement upon written approval of AGENCY, which approval will not be unreasonably withheld.



Contract Number: BF-20536855

- 3) RAILROAD will furnish all labor, materials, tools and equipment for the railroad portion of the work required for the construction of the Project.
- 4) The RAILROAD will, at AGENCY'S expense, dispose of all scrap from the RAILROAD'S work hereunder.
- 5) The RAILROAD will finalize and complete billing of all incurred costs under this Agreement no later than one (1) year following installation of the Crossing Signal Equipment.

ARTICLE III – AGENCY OBLIGATIONS

In consideration of the covenants of RAILROAD set forth herein and the faithful performance thereof, AGENCY agrees as follows:

- 1) AGENCY must perform, at AGENCY'S expense, the following work:
 - A. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD").
 - B. Installation of advance warning signs in accordance with the MUTCD.
 - C. Traffic control in accordance with the MUTCD during installation of Crossing Signal Equipment.
 - D. Repair of sidewalk and roadway around Crossing Signal Equipment foundations in a manner approved by both AGENCY and RAILROAD.
- 2) The AGENCY will approve the location of the signals and signal bungalow prior to installation by RAILROAD.
- 3) Actual costs for engineering, materials and labor (including third party charges for the installation of electrical service) associated with the installation of the Crossing Signal Equipment must be paid by the AGENCY (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes).
- 4) In the event the services of a consultant are needed after execution of this Agreement due to any exigency of the RAILROAD and the Project, the AGENCY and the RAILROAD will mutually agree, in writing, as to the selection of a consultant and the applicable scope of work to be performed by such consultant. All work performed



Contract Number: BF-20536855

hereunder by any consultant and any resulting costs must be paid by AGENCY as a part of the costs for the Project.

- 5) During the installation of the Crossing Signal Equipment, RAILROAD will send AGENCY progressive invoices detailing the costs of the work performed by RAILROAD under this Agreement. AGENCY must reimburse RAILROAD for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, RAILROAD will send AGENCY a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit "C". Pursuant to this section, AGENCY must pay the final invoice within ninety (90) days of the date of the final invoice. RAILROAD will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by RAILROAD, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any un-posted payments received by the month's end. Finance charges will be noted on invoices sent to AGENCY under this section.
- 6) Intentionally Deleted
- 7) The AGENCY must have advance railroad crossing warning signs and standard pavement markings in place at the crossing shown on Exhibit "A" (if the same are required by the MUTCD) prior to the acceptance of this Project by the AGENCY. The AGENCY assumes full responsibility for the maintenance of advance warning signs and pavement markings and agrees to hold harmless and indemnify the RAILROAD for any claims, damages or losses, in whole or in part, caused by or due to the AGENCY'S failure to maintain the advance warning signs and markings or other requirements of the MUTCD.
- 8) The AGENCY must give RAILROAD's Manager of Public Projects written Notice to Proceed with the railroad portion of the work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from Agency.

ARTICLE IV- JOINT OBLIGATIONS

In consideration of the mutual covenants of the parties contained herein and the premises, the parties mutually agree as follows:



Contract Number: BF-20536855

- 1) All cost records of the RAILROAD pertaining to the Project will be open to inspection and audit at any reasonable time by representatives of the AGENCY (including the legislative auditor and fiscal analyst for the AGENCY) for a period of one (1) year from the date of the final RAILROAD invoice under this Agreement.
- 2) Upon completion of the installation of the Crossing Signal Equipment, the RAILROAD, will, at its sole cost and expense, operate and maintain the Crossing Signal Equipment and the new crossing surface in proper condition.
- 3) Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the AGENCY or any other appropriate governmental or legislative authority increase the AGENCY'S portion of maintenance costs under this Agreement, RAILROAD will receive the benefit of any such regulations, ordinances, acts, rules or other laws and the AGENCY'S increased portion of maintenance costs will be incorporated into and made a part of this Agreement.
- 4) If a railway or a highway improvement project necessitates rearrangement, relocation, or alteration of the Crossing Signal Equipment installed hereunder, the costs for such rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.
- 5) If any of the Crossing Signal Equipment is partially or wholly destroyed, then such repair and/or replacement costs must be distributed among the parties as follows:
 - A. In the event the RAILROAD's sole negligence destroys or damages the Crossing Signal Equipment, RAILROAD must reimburse AGENCY for the costs to replace or repair such Crossing Signal Equipment.
 - B. In the event the Crossing Signal Equipment is damaged or destroyed by any other cause, AGENCY must, at its sole cost and expense, replace or repair such Crossing Signal Equipment.
- 6) If the Crossing Signal Equipment installed hereunder cannot, through age, be maintained, or, by virtue of its obsolescence, requires replacement, the cost of installation of new crossing signal equipment will be negotiated by the parties hereto on the basis of the current Federal Aid Railroad Signal Program participation and applicable AGENCY at the time of such replacement is warranted.



Contract Number: BF-20536855

- 7) This Agreement will inure to the benefit of and be binding on the parties hereto, their successors, and assigns.
- 8) In the event any paragraph contained in this Agreement or any item, part, or term within any particular paragraph is determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remaining paragraphs or items will not be affected; and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain that particular paragraph or item held to be invalid or unenforceable.
- 9) This Agreement may be signed in counterparts, any one of which will be deemed to be an original. The parties further agree that any facsimile copy of a party's signature is valid and binding to the same extent as an original signature.

SIGNATURE PAGE FOLLOWS



Contract Number: BF-20536855

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BNSF RAILWAY COMPANY

By: _____

Printed Name: _____

Title: _____

CITY OF SPRINGFIELD

By: _____

Printed Name: _____

Title: _____

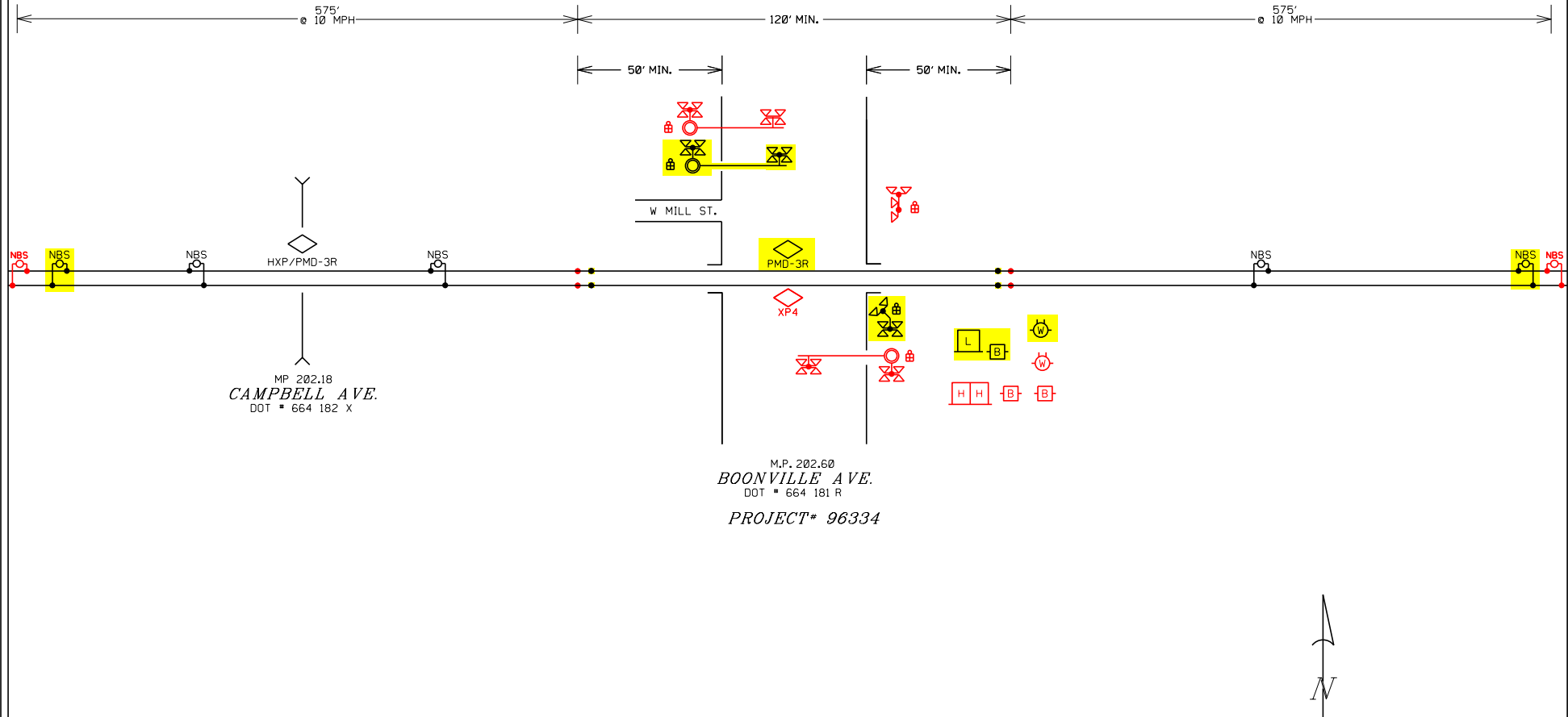


Contract Number: BF-20536855

Exhibit "A"

[Insert drawing of crossing here]

BNSF RAILWAY COMPANY



DRAWING SYMBOLS

 RAILROAD BUNGALOW	 BIDIRECTIONAL CROSSING CONTROL	 GATE MECHANISM	 NARROW BAND SHUNT
 BELL	 CROSSING CONTROL CONNECTION	 AC POWER METER	 UNIDIRECTIONAL CROSSING CONTROL
 HARD WIRED SHUNT	 CANTILEVER	 INSULATED JOINTS	

SCOPE OF WORK

REPLACE: FLASHERS, CANTILEVERS & BUNGALOW
CONTROL DEVICES: CONSTANT WARNING
SALVAGE: NONE

GENERAL INFORMATION

LOCATION	SPRINGFIELD, MO
STREET	BOONVILLE AVE.
LINE SEGMENT	1018
MILEPOST	202.60
DOT#	664 181 R
DIVISION	HEARTLAND
SUBDIVISION	CUBA
OFFICE	LENEXA, KS
SCALE	NOT TO SCALE
DATE	08/20/2024
FILE	96334-STATESKETCH-.DGN
DRAW	AMW

RED = IN YELLOW = OUT



Contract Number: BF-20536855

Exhibit "C"

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****			
BNSF RAILWAY COMPANY FHPM ESTIMATE FOR SPRINGFIELD, MO			
LOCATION	SPRINGFIELD	DETAILS OF ESTIMATE	PLAN ITEM : 000367767 VERSION : 2
PURPOSE, JUSTIFICATION AND DESCRIPTION			
BOONVILLE AVE - SPRINGFIELD, MO: REPLACE CONSTANT WARNING / FLASHERS / CANTILEVERS; HEARTLAND DIV; CUBA SUBDIV; LS 1018; MP 202.60; DOT# 664181R; SEQ# 96334.			
MONTHLY POWER UTILITY COST CENTER : 61697.			
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 CITY OF SPRINGFIELD, MO IS FUNDING 100% OF THIS PROJECT.			
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	2,620	
SIGNAL FIELD - REPLACE	1120.0 MH	55,689	
SIGNAL SHOP LABOR - CAP	0.01 MH	1	
PAYROLL ASSOCIATED COSTS		38,110	
DA OVERHEADS		86,122	
EQUIPMENT EXPENSES		20,710	
INSURANCE EXPENSES		11,556	
TOTAL LABOR COST		214,808	214,808
***** MATERIAL *****			
ARRESTOR, MDSA-1 XS	1.0 EA N	505	
BATTERY BOX	2.0 EA N	2,687	
BATTERY, VGL-255	10.0 EA N	2,578	
BATTERY, VGL-350	9.0 EA N	3,030	
BELLS	3.0 EA N	616	
BONDING MATERIAL	1.0 LS N	1,000	
BUNGALOW MATERIAL	1.0 LS N	9,058	
CABLE, 2C/6 TW	500.0 FT N	865	
CABLE, 3C/2	350.0 FT N	2,251	
CABLE, 5C/10	150.0 FT N	339	
CABLE, 5C/6	700.0 FT N	4,039	
CANTILEVER (REQUIRES QUOTE)	2.0 EA N	42,080	
CASE, DOUBLE HIGH	1.0 LS N	6,827	
CHARGERS, 12/80 (20/40/60)	2.0 EA N	3,262	
CONDUIT, STEEL 4"	100.0 FT N	1,528	
CONSTANT WARNING, XP4, 1TK	1.0 EA N	17,722	
ELECTRICAL MATERIAL	1.0 LS N	3,000	
EVENT RECORDER	1.0 EA N	5,641	
FIELD MATERIAL	1.0 LS N	5,980	
FILL DIRT	20.0 CY N	500	
FLASHER ASSEMBLY, COMPLETE	1.0 EA N	3,884	
FOUNDATION	1.0 EA N	786	
FOUNDATION, CANT	2.0 EA N	11,100	
LED LIGHT	20.0 EA N	4,466	
SHUNT, NBS	2.0 EA N	2,003	
SIDELIGHT, 1-WAY	1.0 EA N	847	
SWITCH INSULATED RODS	4.0 EA N	10,071	
USE TAX		10,765	
OFFLINE TRANSPORTATION		1,835	



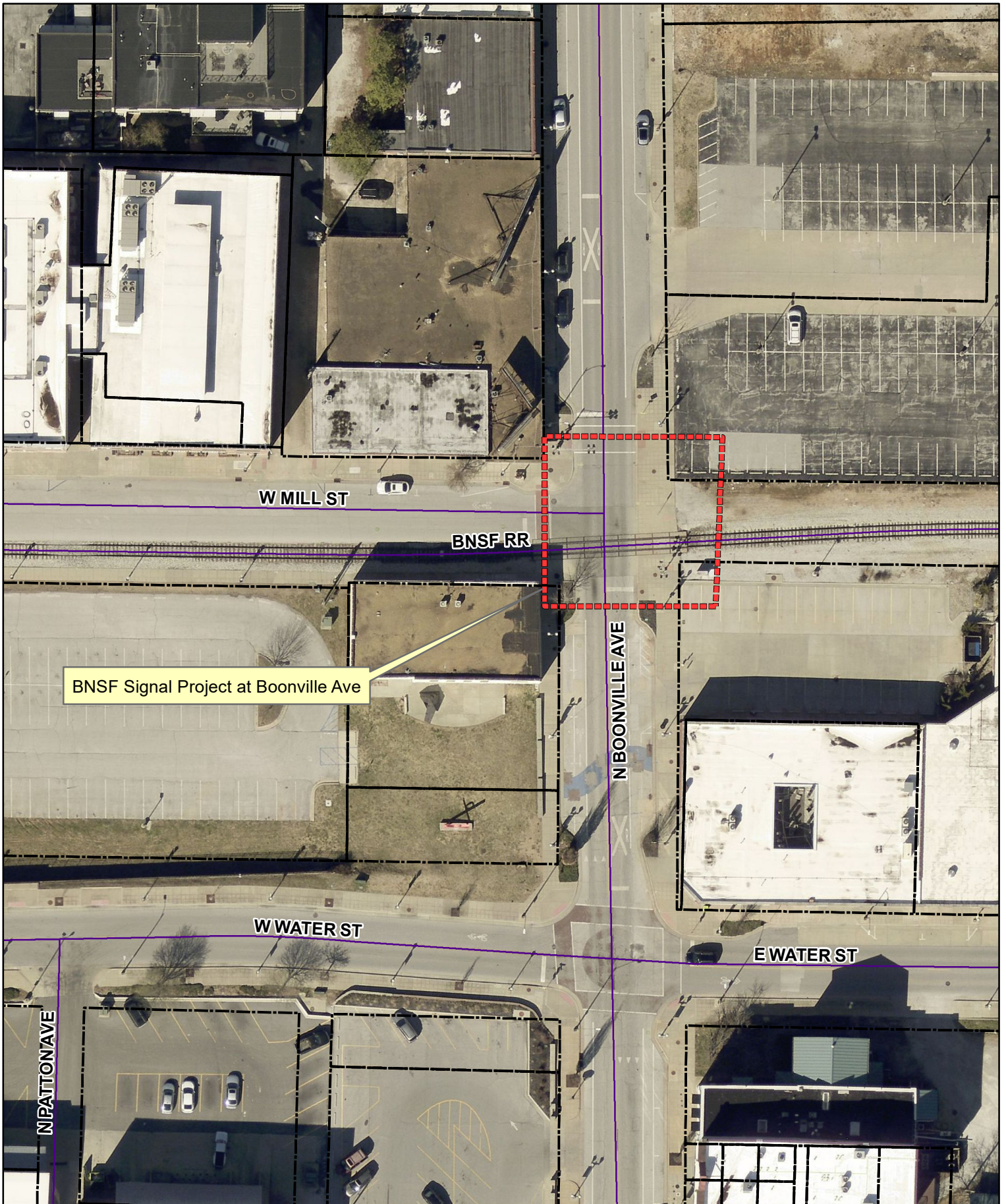
Contract Number: BF-20536855

Exhibit "C" cont.

TOTAL MATERIAL COST		159,265	159,265

OTHER			

AC POWER SERVICE	1.0 EA N	6,250	
BUNGALOW, WIRE AND TEST	1.0 LS N	5,433	
CONTRACT ENGINEERING	1.0 LS N	15,000	
CONTRACT FLAGGING/ SIGNS/ CONES	1.0 LS N	6,000	
MACHINE RENTAL	1.0 LS N	10,000	
TOTAL OTHER ITEMS COST		42,683	42,683
PROJECT SUBTOTAL			416,756
CONTINGENCIES			38,598
BILL PREPARATION FEE			4,554
GROSS PROJECT COST			459,908
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			459,908



City of Springfield, Missouri

0 30 60 120 Feet



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.



EXPLANATION TO COUNCIL BILL 2025-007 (JENSON)

FILED: 12/17/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a Grade Crossing Signal Installation Agreement with BNSF Railway Company in an amount not to exceed \$73,500 for the purpose of installing new signal equipment at Campbell Avenue.

PURPOSE: To authorize the City Manager, or designee, to enter into a Grade Crossing Signal Installation Agreement ("Exhibit 1") with BNSF Railway ("BNSF"), for the purpose of installing new signal equipment at Campbell Avenue ("Exhibit 2"), designated as United States Department of Transportation #664182X.

BACKGROUND INFORMATION: This proposed agreement will coordinate the cost of installing new signal equipment between the City and BNSF. The construction of the Renew Jordan Creek – Main Avenue to Boonville Avenue project will impact the existing railroad signal equipment at Campbell Avenue. In conjunction with the City's project, BNSF will install new signal equipment to alert southbound pedestrians of approaching trains. The improvements will include the installation of a new flasher and additional lights. The City will fully fund the project, estimated at \$73,200, from the Renew Jordan Creek – Main Avenue to Boonville Avenue project funds that have already been budgeted. This agreement will allow BNSF to administer the project with funding provided by the City of Springfield.

Supports the following City Council Priorities

- Public Safety

REMARKS: Public Works recommends passage of this council bill.

Submitted By: Brett Foster, Assistant Director of Public Works

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

Maurice S. Jones, Deputy City Manager 1/6/2025

Attachments:

1. BNSF Signal - Campbell_ord
2. BNSF Signal Agreement Campbell Ave Agree_Exh1
3. BNSF Signal Agreement Campbell Ave Map_Exh2

One-rdg. _____
P. Hrngs. _____
Pgs. 15
Filed: 01-07-25

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-007

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into a Grade Crossing Signal
2 Installation Agreement with BNSF Railway Company in an amount not
3 to exceed \$73,500 for the purpose of installing new signal equipment
4 at Campbell Avenue.
5 _____
6

7 WHEREAS, the construction of the Renew Jordan Creek – Main Avenue to
8 Boonville Avenue project will impact the existing railroad signal equipment at Campbell
9 Avenue; and
10

11 WHEREAS, this agreement will coordinate the cost of installing new signal
12 equipment and additional warning devices at Campbell Avenue between the City and
13 BNSF Railway; and
14

15 WHEREAS, the City's obligations will be performed by the City's contractor for
16 the Renew Jordan Creek project or City crews and use Renew Jordan Creek project
17 funds that have already been budgeted.
18

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

22 Section 1 – The City Manager, or designee, is hereby authorized to enter into a
23 Grade Crossing Signal Installation Agreement with BNSF Railway Company in an
24 amount not to exceed \$73,500, substantially similar in form as the document attached
25 hereto and incorporated herein by reference as "Exhibit 1."
26

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

30 Passed at meeting: _____
31
32
33

Mayor

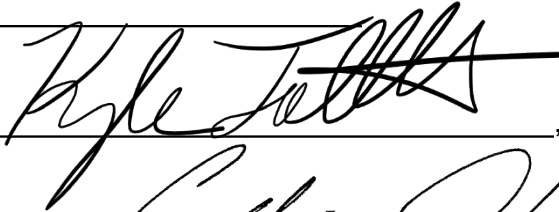
34 Attest: _____, City Clerk

35

36 Filed as Ordinance: _____

37

38

39 Approved as to form:  _____, Assistant City Attorney

40

41

42 Approved for Council action:  _____, Interim City Manager

EXHIBIT 1



Contract Number: BF-20536856

GRADE CROSSING SIGNAL INSTALLATION AGREEMENT

BNSF File No.: BF-2053686
Mile Post 202.269
Line Segment 1018
Track 1799
U.S. DOT Number 664182X
Cuba Subdivision

THIS GRADE CROSSING SIGNAL INSTALLATION AGREEMENT (hereinafter called, "Agreement"), is executed to be effective as of _____, by and between the **CITY OF SPRINGFIELD**, a Political Subdivision of the State of Missouri (hereinafter called, "AGENCY"), and **BNSF RAILWAY COMPANY**, a Delaware Corporation (hereinafter called, "RAILROAD");

WITNESSETH:

WHEREAS, in the interest of aiding vehicular travel and public safety, the AGENCY is undertaking a project to update by installing new railroad crossing signals and activation equipment on the road known as Campbell Ave;

WHEREAS, the project is located at U.S. DOT crossing 664182X as indicated on Exhibit "A", attached hereto and incorporated herein;

WHEREAS, the parties agree that the RAILROAD will receive no ascertainable benefit from the installation of advance warning signs, pavement marking stop bars or crossing signal equipment (hereinafter collectively called, "Crossing Signal Equipment");

WHEREAS, the AGENCY is paying for the acquisition and installation of crossing signal equipment at Campbell Ave;

WHEREAS, the RAILROAD agrees to purchase and install, at AGENCY'S sole expense, the crossing signal equipment described in the scope of work herein, and upon the terms and conditions set forth below.



Contract Number: BF-20536856

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I – SCOPE OF WORK

- 1) The term “Project” as used in this agreement includes any and all work related to the installation of crossing signals and activation equipment at U.S. DOT crossing 664182X, more particularly described on Exhibit “A” and Exhibit “B” which are attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, installation of advance warning signs and pavement marking stop bars, installation of any new crossing surface, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation.

ARTICLE II – RAILROAD OBLIGATIONS

In consideration of the covenants of AGENCY set forth herein and the faithful performance thereof, RAILROAD agrees as follows:

- 1) The RAILROAD will, using its own labor forces under applicable labor agreements, install the Crossing Signal Equipment at Campbell Ave. The work will be performed at AGENCY’s expense and in accordance with the MUTCD and the plans and specifications approved by AGENCY and the Federal Highway Administration. The plans and specifications are attached to this Agreement as Exhibit “B” and incorporated herein.
- 2) A detailed estimate of RAILROAD’S construction engineering, installation labor (including the costs, if any, of electrical service from a public utility) and material costs required for the Project are attached hereto as Exhibit “C” and incorporated herein. In the event construction for the Project has not commenced within six (6) months following the effective date of this Agreement, RAILROAD may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit “C”. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of work incidental to the items listed on Exhibit “C” not specifically mentioned therein may be included as a part of this Agreement upon written approval of AGENCY, which approval will not be unreasonably withheld.



Contract Number: BF-20536856

- 3) RAILROAD will furnish all labor, materials, tools and equipment for the railroad portion of the work required for the construction of the Project.
- 4) The RAILROAD will, at AGENCY'S expense, dispose of all scrap from the RAILROAD'S work hereunder.
- 5) The RAILROAD will finalize and complete billing of all incurred costs under this Agreement no later than one (1) year following installation of the Crossing Signal Equipment.

ARTICLE III – AGENCY OBLIGATIONS

In consideration of the covenants of RAILROAD set forth herein and the faithful performance thereof, AGENCY agrees as follows:

- 1) AGENCY must perform, at AGENCY'S expense, the following work:
 - A. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD").
 - B. Installation of advance warning signs in accordance with the MUTCD.
 - C. Traffic control in accordance with the MUTCD during installation of Crossing Signal Equipment.
 - D. Repair of sidewalk and roadway around Crossing Signal Equipment foundations in a manner approved by both AGENCY and RAILROAD.
- 2) The AGENCY will approve the location of the signals and signal bungalow prior to installation by RAILROAD.
- 3) Actual costs for engineering, materials and labor (including third party charges for the installation of electrical service) associated with the installation of the Crossing Signal Equipment must be paid by the AGENCY (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes).
- 4) In the event the services of a consultant are needed after execution of this Agreement due to any exigency of the RAILROAD and the Project, the AGENCY and the RAILROAD will mutually agree, in writing, as to the selection of a consultant and the applicable scope of work to be performed by such consultant. All work performed



Contract Number: BF-20536856

hereunder by any consultant and any resulting costs must be paid by AGENCY as a part of the costs for the Project.

- 5) During the installation of the Crossing Signal Equipment, RAILROAD will send AGENCY progressive invoices detailing the costs of the work performed by RAILROAD under this Agreement. AGENCY must reimburse RAILROAD for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, RAILROAD will send AGENCY a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit "C". Pursuant to this section, AGENCY must pay the final invoice within ninety (90) days of the date of the final invoice. RAILROAD will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by RAILROAD, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any un-posted payments received by the month's end. Finance charges will be noted on invoices sent to AGENCY under this section.
- 6) Intentionally Deleted
- 7) The AGENCY must have advance railroad crossing warning signs and standard pavement markings in place at the crossing shown on Exhibit "A" (if the same are required by the MUTCD) prior to the acceptance of this Project by the AGENCY. The AGENCY assumes full responsibility for the maintenance of advance warning signs and pavement markings and agrees to hold harmless and indemnify the RAILROAD for any claims, damages or losses, in whole or in part, caused by or due to the AGENCY'S failure to maintain the advance warning signs and markings or other requirements of the MUTCD.
- 8) The AGENCY must give RAILROAD's Manager of Public Projects written Notice to Proceed with the railroad portion of the work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written notice to proceed is received from Agency.

ARTICLE IV- JOINT OBLIGATIONS

In consideration of the mutual covenants of the parties contained herein and the premises, the parties mutually agree as follows:



Contract Number: BF-20536856

- 1) All cost records of the RAILROAD pertaining to the Project will be open to inspection and audit at any reasonable time by representatives of the AGENCY (including the legislative auditor and fiscal analyst for the AGENCY) for a period of one (1) year from the date of the final RAILROAD invoice under this Agreement.
- 2) Upon completion of the installation of the Crossing Signal Equipment, the RAILROAD, will, at its sole cost and expense, operate and maintain the Crossing Signal Equipment and the new crossing surface in proper condition.
- 3) Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the AGENCY or any other appropriate governmental or legislative authority increase the AGENCY'S portion of maintenance costs under this Agreement, RAILROAD will receive the benefit of any such regulations, ordinances, acts, rules or other laws and the AGENCY'S increased portion of maintenance costs will be incorporated into and made a part of this Agreement.
- 4) If a railway or a highway improvement project necessitates rearrangement, relocation, or alteration of the Crossing Signal Equipment installed hereunder, the costs for such rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.
- 5) If any of the Crossing Signal Equipment is partially or wholly destroyed, then such repair and/or replacement costs must be distributed among the parties as follows:
 - A. In the event the RAILROAD's sole negligence destroys or damages the Crossing Signal Equipment, RAILROAD must reimburse AGENCY for the costs to replace or repair such Crossing Signal Equipment.
 - B. In the event the Crossing Signal Equipment is damaged or destroyed by any other cause, AGENCY must, at its sole cost and expense, replace or repair such Crossing Signal Equipment.
- 6) If the Crossing Signal Equipment installed hereunder cannot, through age, be maintained, or, by virtue of its obsolescence, requires replacement, the cost of installation of new crossing signal equipment will be negotiated by the parties hereto on the basis of the current Federal Aid Railroad Signal Program participation and applicable AGENCY at the time of such replacement is warranted.



Contract Number: BF-20536856

- 7) This Agreement will inure to the benefit of and be binding on the parties hereto, their successors, and assigns.
- 8) In the event any paragraph contained in this Agreement or any item, part, or term within any particular paragraph is determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remaining paragraphs or items will not be affected; and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain that particular paragraph or item held to be invalid or unenforceable.
- 9) This Agreement may be signed in counterparts, any one of which will be deemed to be an original. The parties further agree that any facsimile copy of a party's signature is valid and binding to the same extent as an original signature.

SIGNATURE PAGE FOLLOWS



Contract Number: BF-20536856

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BNSF RAILWAY COMPANY

By: _____

Printed Name: _____

Title: _____

CITY OF SPRINGFIELD

By: _____

Printed Name: _____

Title: _____



Contract Number: BF-20536856

Exhibit "A"

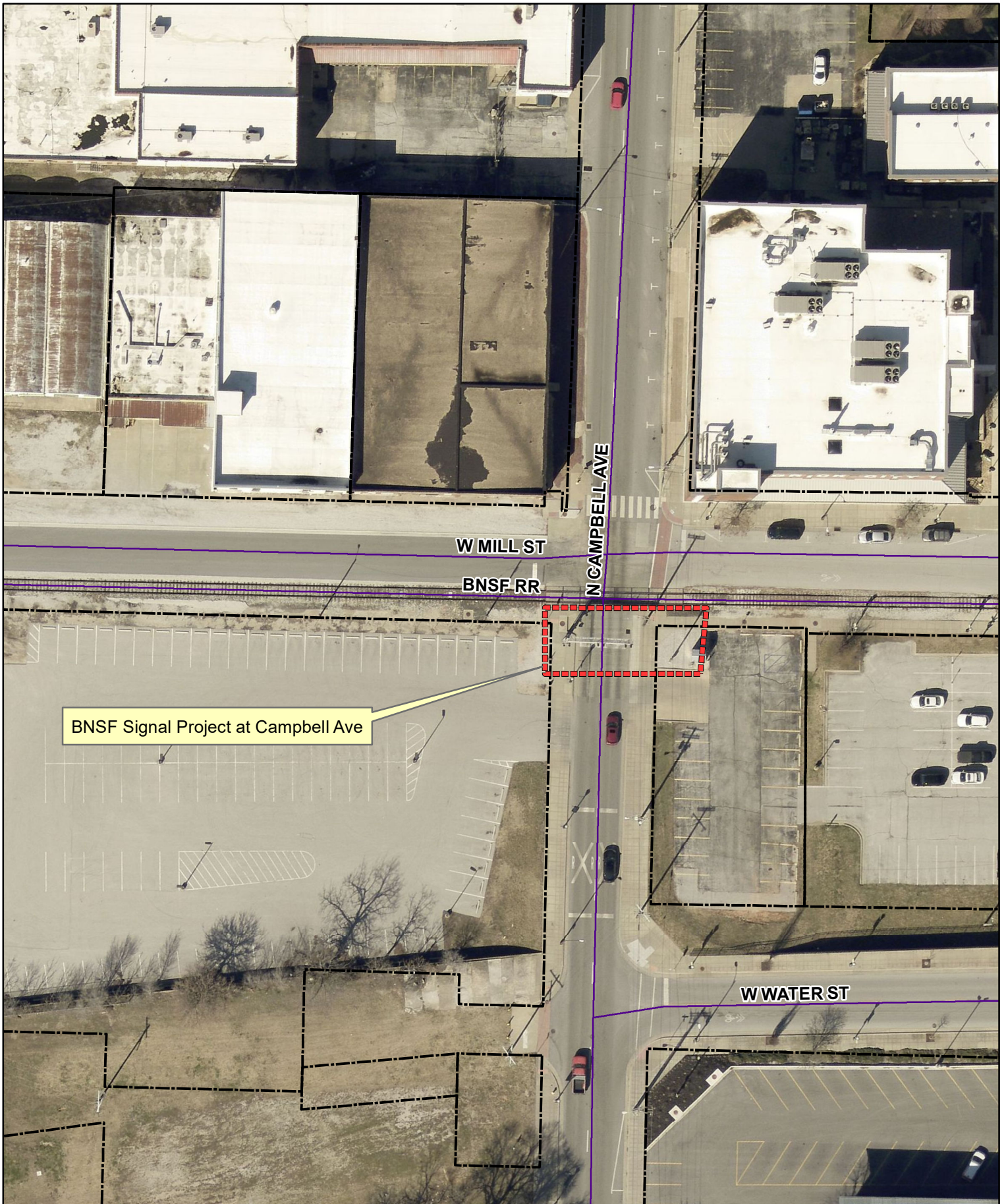
[Insert drawing of crossing here]



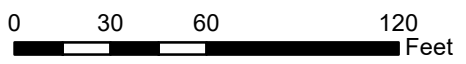
Contract Number: BF-20536856

Exhibit "C"

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****			
BNSF RAILWAY COMPANY FHPM ESTIMATE FOR SPRINGFIELD, MO			
LOCATION	DETAILS OF ESTIMATE	PLAN ITEM :	VERSION :
SPRINGFIELD		000367957	4
PURPOSE, JUSTIFICATION AND DESCRIPTION			
CAMPBELL AVE - SPRINGFIELD, MO; REPLACE FLASHER; HEARTLAND DIV; CUBA SUBDIV; LS 1018; MP 202.13; DOT# 664182X; SEQ# 98345.			
MONTHLY POWER UTILITY COST CENTER : 61697.			
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 CITY OF SPRINGFIELD, MO IS FUNDING 100% OF THIS PROJECT.			
MAINTAIN PROPRIETARY CONFIDENTIALITY. PRIMARY FUNDING SOURCE IS FHWA ** BUY AMERICA(N) APPLIES **			
DESCRIPTION	QUANTITY U/M	COST	TOTAL \$
***** LABOR *****			
SIGNAL FIELD - REPLACE	200.0 MH	9,945	
PAYROLL ASSOCIATED COSTS		6,500	
DA OVERHEADS		14,688	
EQUIPMENT EXPENSES		3,532	
INSURANCE EXPENSES		1,971	
TOTAL LABOR COST		36,636	36,636
***** MATERIAL *****			
BELLS	1.0 EA N	206	
BUNGALOW MATERIAL	1.0 LS N	3,000	
CABLE, 5C/10	250.0 FT N	600	
CABLE, 5C/6	200.0 FT N	1,240	
FLASHER ASSEMBLY, COMPLETE	1.0 EA N	3,884	
FOUNDATION	1.0 EA N	786	
LED LIGHT	6.0 EA N	1,340	
USE TAX		810	
OFFLINE TRANSPORTATION		134	
TOTAL MATERIAL COST		12,000	12,000
***** OTHER *****			
CONTRACT ENGINEERING	1.0 LS N	5,000	
DIRECTIONAL BORING	150.0 FT N	12,750	
TOTAL OTHER ITEMS COST		17,750	17,750
PROJECT SUBTOTAL			66,386
CONTINGENCIES			6,089
BILL PREPARATION FEE			725
GROSS PROJECT COST			73,200
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			73,200



City of Springfield, Missouri



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EXPLANATION TO COUNCIL BILL 2025-008 (HARDINGER)

FILED: 12/18/2024

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A resolution confirming the appointment of Joe Gidman to the Commercial Street Community Improvement District Board of Directors.

PURPOSE: To appoint Joe Gidman to the Commercial Street Community Improvement District Board of Directors. (Staff recommends approval.)

BACKGROUND INFORMATION: As required by the petition establishing the Commercial Street Community Improvement District ("CID"), the Mayor shall appoint Directors to the CID Board of Directors with the consent of the City Council. The CID Board of Directors requests the following individual be appointed to the Board:

Seat	Name	Qualification	Term	Notes
3	Joe Gidman	Business Owner	7/13/2027	New appointment to serve remainder of unexpired term

REMARKS: Staff recommends approval.

Submitted By: Matthew Schaefer, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 1/6/2025

Attachments: 1. Commercial Street CID Board Appts Jan 2025

36 Filed as Resolution _____
37
38 *Laura Vales*
39 Approved as to form: _____, Assistant City Attorney
40
41 *Colin Sykes*
42 Approved for Council action: _____, Interim City Manager



EXPLANATION TO COUNCIL BILL 2025-009 (HOSMER)

FILED: 12/18/2024

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A resolution confirming the appointment of Lacy Bridges and Casey Pyle, and the reappointment of Chris Ball, Kristofer Booth, and Nicole Brown, to the Downtown Springfield Community Improvement District Board of Directors.

PURPOSE: To appoint Lacy Bridges and Casey Pyle, and reappoint Chris Ball, Kristofer Booth, and Nicole Brown to the Downtown Springfield Community Improvement District Board of Directors. (Staff recommends approval.)

BACKGROUND INFORMATION: As required by the petition establishing the Downtown Springfield Community Improvement District ("CID"), the Mayor shall appoint Directors to the CID Board of Directors with the consent of the City Council. The CID Board of Directors requests the following appointments to the Board:

Seat	Name	Qualification	Term	Notes
11	Chris Ball	Property owner	12/31/2028	Reappointment
12	Nicole Brown	Business owner	12/31/2028	Reappointment
13	Kristofer Booth	Tax-exempt property owner representative	12/31/2028	Reappointment
14	Lacy Bridges	Property Owner	12/31/2028	New appointment
15	Casey Pyle	Business Owner Representative	12/31/2028	New appointment

REMARKS: Staff recommends approval.

Submitted By: Matthew Schaefer, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 1/6/2025

Attachments: 1. Downtown Springfield CID Board Appointment Jan 2025

One-rdg. X
P. Hrngs.
Pgs. 3
Filed 01-07-25

Sponsored by Hosmer

COUNCIL BILL 2025-009 RESOLUTION

A RESOLUTION

1 CONFIRMING the appointment of Lacy Bridges and Casey Pyle, and the
2 reappointment of Chris Ball, Kristofer Booth, and Nicole Brown, to the
3 Downtown Springfield Community Improvement District Board of
4 Directors.
5
6

7 WHEREAS, on September 7, 1999, City Council passed General Ordinance
8 4924, approving a petition to establish the Downtown Springfield Community
9 Improvement District ("CID") and thereby establishing the same; and
10

11 WHEREAS, said petition established the qualifications of and process for
12 appointment of members to the Downtown Springfield CID Board of Directors through
13 appointment by the Mayor with confirmation by City Council; and
14

15 WHEREAS, there is currently a need to appoint five (5) members to the
16 Downtown Springfield CID Board of Directors; and
17

18 WHEREAS, the Downtown Springfield CID Board of Directors submitted a slate
19 to the City Clerk recommending the appointment of Lacy Bridges and Casey Pyle, and
20 the reappointment of Chris Ball, Kristofer Booth, and Nicole Brown, to the Downtown
21 Springfield CID Board of Directors.
22

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

26 Section 1 – The Mayor hereby appoints, and City Council hereby confirms such
27 appointment, of Lacy Bridges to the Downtown Springfield Community Improvement
28 District Board of Directors, with her term to expire on December 31, 2028.
29

30 Section 2 – The Mayor hereby appoints, and City Council hereby confirms such
31 appointment, of Casey Pyle to the Downtown Springfield Community Improvement
32 District Board of Directors, with his term to expire on December 31, 2028.
33

34 Section 3 – The Mayor hereby reappoints, and City Council hereby confirms such
35 reappointment, of Chris Ball to the Downtown Springfield Community Improvement
36 District Board of Directors, with his term to expire on December 31, 2028.

37 Section 4 – The Mayor hereby reappoints, and City Council hereby confirms such
38 reappointment, of Kristofer Booth to the Downtown Springfield Community Improvement
39 District Board of Directors, with his term to expire on December 31, 2028.
40

41 Section 5 – The Mayor hereby reappoints, and City Council hereby confirms such
42 reappointment, of Nicole Brown to the Downtown Springfield Community Improvement
43 District Board of Directors, with her term to expire on December 31, 2028.
44

45 Section 6 – This Resolution shall be effective immediately upon adoption.
46

47 Passed at meeting: _____
48

49 _____
50 Mayor
51

52 Attest: _____, City Clerk
53

54 Filed as Resolution _____
55

56
57 Approved as to form: Laura Vales, Assistant City Attorney
58

59
60 Approved for Council action: Colin Sykes Interim City Manager



**EXPLANATION TO CONFIRM THE FOLLOWING REAPPOINTMENTS TO THE
SPRING**

FILED: 12/26/2024

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 CONFIRM THE FOLLOWING APPOINTMENT TO THE
PLANNING**

FILED: 12/26/2024

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