



City of Springfield

Agenda

City Council

Jeff Schrag, Mayor

Zone Councilmembers

Monica Horton, Zone 1
Abe McGull, Zone 2
Brandon Jenson, Zone 3
Bruce Adib-Yazdi, Zone 4

General Councilmembers

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

July 28, 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. July 14, 2025, City Council Meeting, July 15, 2025, Special City Council Meeting, and July 22, 2025, Special 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 2025-146 (Adib-Yazdi)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 47 acres of property generally located at 6217 South Southwood Avenue from Planned Development No. 258 and GI, Government and Institutional Use District with Conditional Overlay No. 36, to GI, Government and Institutional Use District; establishing Conditional Overlay District No. 269; and adopting an updated Official Zoning Map. (By: Tea Properties MO I, LLC; 6217 South Southwood; Z-4-2025 with Conditional Overlay District No. 269).

6.2. Council Bill 2025-147 (Adib-Yazdi)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 7 acres of property generally located at 6323 South Hartley Avenue, also known as South Farm Road 175, from Planned Development No. 258 to GI, Government and Institutional Use District; and adopting an updated Official Zoning Map. (By: Tea Properties MO II, LLC; 6323 South Hartley Avenue; Z-5-2025).

6.3. Council Bill 2025-148 (Adib-Yazdi)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 10 acres of property generally located at 6470 South Farm Road 175 from Planned Development No. 258 to GI, Government and Institutional Use District; establishing Conditional Overlay District No. 270; and adopting an updated Official Zoning Map. (By: Tea Properties MO II, LLC; 6470 South Farm Road 175; Z-6-2025 with Conditional Overlay District No. 270)

6.4. Council Bill 2025-149 (Adib-Yazdi)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 4 acres of property generally located at 3023 East Riverbluff Boulevard from R-SF, Single-Family Residential District, to GI, Government and Institutional Use District; and adopting an updated Official Zoning Map. (By: Tea Properties MO II, LLC; 3023 E. Riverbluff Blvd; Z-7-2025)

6.5. Council Bill 2025-150 (Adib-Yazdi)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 42 acres of property generally located at 3020, 3050, and 3053 East Riverbluff Boulevard from Planned Development No. 302 and GI, Government and Institutional Use District with Conditional Overlay District No. 36, to GI, Government and Institutional Use District; and adopting an updated Official Zoning Map. (By: Tea Properties MO I, LLC and Mercy Health Springfield Communities; 6323 S. Hartley Avenue; 3020, 3050 & 3053 E. Riverbluff Blvd; Z-8-2025).

6.6. Council Bill 2025-151 (Jenson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.1 acres of property generally located at 1414 West Elfindale Street and 1405 West Sunshine Street from Planned Development No. 319, Planned Development No. 46, and Planned Development No. 46 Amendment 2 to GR, General Retail District; and adopting an updated Official Zoning Map. (By: Guaranty Bank & NAP Legacy Real Estate LLC; 1414 West Elfindale Street and 1405 West Sunshine Street; Z-9-2025).

6.7. Council Bill 2025-155 (Hardinger)

A general ordinance amending Springfield City Code, Chapter 10 'Alcoholic Beverages,' Article I 'In General,' Section 10-66 'Exception for Downtown and Commercial Street events,' for the purpose of removing the limitation on the number of permitted events.

6.8. Council Bill 2025-156 (Jenson)

A special ordinance authorizing the City Manager, or designee, to enter into a Box Culvert and Parallel Development Agreement with BNSF Railway Company for the installation of a reinforced concrete box culvert beneath the railroad tracks near the crossing with Boonville Avenue.

6.9. Council Bill 2025-162 (Hardinger, Horton)

A general ordinance suspending enforcement of Sec. 118-124 of the City Code, requiring payment of a vehicle inspection fee for taxicabs; and referring Chapter 118 – Vehicles for Hire, Article II – Taxicabs, Courtesy Cars and Airport Limousines, to the Finance and Administration Committee.

6.10. Council Bill 2025-158 (Horton)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of West Talmage Addition, generally located at 2655 North Grant Avenue and 739 West Talmage Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance.

7. RESOLUTIONS.

Citizens May Speak. May Be Voted On.

7.1. Council Bill 2025-163 (Jenson)

A resolution granting a new liquor license to sell liquor by the drink at retail, including Sunday sales, to Pinecone Developments, LLC, d/b/a Pinecone Developments LLC, for the location at 465 South Grant Avenue.

8. EMERGENCY BILLS.

8.1. Council Bill 2025-170 (Schrag)

A special ordinance calling an election on Tuesday November 4, 2025, in the City of Springfield, Missouri, to submit to the qualified voters the question of whether an additional three percent (3%) license tax shall be imposed on the business of renting, leasing, or letting living quarters, sleeping accommodations, rooms, or a part thereof, in connection with any hotel, motel, tourist court, or short-term rental, derived from or paid by transient guests for sleeping accommodations, for the purpose of attracting travel and tourism, including the construction of a regional convention and event center; and declaring an emergency.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

12.1. Council Bill 2025-164 (Hosmer)

A special ordinance amending the City of Springfield Code Chapter 74 'Nuisance and Housing Code' Article I 'In General' Section 74-1 'Definitions,' Article II 'Enforcement,' Section 74-37 'Decision,' and Section 74-38 'Cost, assessments, and nuisance-abatement lien,' Article VII 'Nuisances,' Division 1 'Generally,' Section 74-382 'Property owner's responsibility for nuisance abatement,' and Division 2 'Weeds and Other Rank Vegetation,' Section 74-401 'Rank vegetation declared hazard to public health, safety and welfare,' Section 74-402 'Authority of city manager to determine existence of nuisance,' Section 74-403 'Weeds over seven inches in height declared nuisance,' and Section 74-406 'Charges for abatement by city,' to revise the sections for clarity, efficiency, and improved nuisance abatement and to add provisions to City of Springfield Code Chapter 38 'Land Development Code,' Article I 'Administration and Enforcement of Codes,' Division 4 'Permits and Fees,' Section 38-134 'Submittal documents' to better regulate construction, small-project construction, and a range of construction components.

12.2. Council Bill 2025-165 (Hardinger)

A general ordinance amending Chapter 36 of the Springfield City Code, 'Land Development Code,' Article III, 'Zoning Regulations,' Division 5, 'Supplemental District Regulations,' Section 36-459, 'Special regulations for retail liquor sales,' for the purpose of removing the requirement to advertise notice of proposed liquor sales in an official newspaper or a newspaper of general circulation in the City of Springfield, Missouri, for at least five consecutive issues to align City Code with state publication requirements.

13. FIRST READING BILLS. Requiring One Reading.

14. FIRST READING BILLS. Requiring Two Readings.

Citizens May Speak. Not Anticipated To Be Voted On.

14.1. Council Bill 2025-166 (Hosmer)

A special ordinance amending the Fiscal Year 2024-2025 operating budget of the City of Springfield in the General Fund by increasing both revenue and expenses in the amount of \$275,643.54, for the purpose of adjusting for certain reimbursements and associated offsetting expenses, adjusting the salary budget for retirement payouts, and adjusting interdepartmental budgets.

14.2. Council Bill 2025-167 (Carroll)

A special ordinance amending the Fiscal Year 2024-2025 operating budget of the City of Springfield by increasing both revenue and expenses in the amount of \$203,698.25, in various Special Revenue Funds, for the purpose of accounting for certain reimbursements and associated offsetting expense items.

14.3. Council Bill 2025-168 (Lee)

A special ordinance amending the Park Board's Fiscal Year 2024-2025 operating budget by increasing revenues by \$450,000 and appropriating \$375,000 of Park's Fund

Balance, for a total of \$825,000, to offset unanticipated expenditures of \$825,000, and increasing both revenues and associated expenses within the Golf Enterprise Fund by \$580,000, for an overall budget adjustment of \$1,405,000.

15. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

16. NEW BUSINESS.

- 16.1. Recommendation from the Plans and Policies Committee regarding referral of Consideration of updated policies addressing utility growth areas surrounding the City of Springfield to the Community Involvement Committee.

17. UNFINISHED BUSINESS.

18. MISCELLANEOUS.

19. CONSENT AGENDA – FIRST READING BILLS.

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

- 20.1. Council Bill 2025-169 (Lee)

A resolution confirming the appointment of Carol McLeod to the Downtown Springfield Community Improvement District Board of Directors.

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

- 21.1. Council Bill 2025-157 (Hosmer)

A special ordinance authorizing the City Manager, or designee, to enter into a mutual aid agreement between the Brookline Fire Protection District and the City of Springfield for the purpose of providing fire protection mutual aid.

- 21.2. Council Bill 2025-159 (McGull)

A special ordinance authorizing the City Manager, or designee, to enter into an Intergovernmental Agreement with the Board of Governors of Missouri State University for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

22. END OF CONSENT AGENDA.

23. ADJOURN.



City of Springfield

Minutes

City Council Meeting

Jeff Schrag, Mayor

Zone Councilmembers

Monica Horton, Zone 1
Abe McGull, Zone 2
Brandon Jenson, Zone 3
Bruce Adib-Yazdi, Zone 4

General Councilmembers

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

July 14, 2025

6:30 PM

Regional Police-Fire

**Training Center
2620 West Battlefield Road
Room 101, 102, and 103**

1. ROLL CALL.

Present: Councilmember Jenson, Councilmember Horton, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Absent: Councilmember McGull.

2. APPROVAL OF MINUTES.

- 2.1. Approval of Minutes. June 23, 2025, City Council Meeting and June 24, 2025, Special City Council Meeting.

Councilmember Carroll moved to approve the minutes of the June 23, 2025, City Council Meeting and June 24, 2025, Special City Council Meeting as presented. Councilmember Jenson seconded the motion, and it was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: Councilmember McGull. 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.

Councilmember Adib-Yazdi requested item 19.2 be removed from the Consent Agenda. Anita Cotter, City Clerk, noted the item would be moved to item 14.4 under First Reading Bills - Requiring Two Readings.

Mayor Schrag disclosed he was a member of the Missouri State University Board of Governors. He noted he would be voting on the Consent Agenda.

The Consent Agenda was approved as amended by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: Councilmember McGull. Abstain: None.

4. CEREMONIAL MATTERS.

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

David Cameron, City Manager, thanked City Council for the opportunity to serve the community.

Mr. Cameron noted receiving a friendly welcome from City staff at the swearing-in ceremony was powerful. He further noted their presence was not only a warm welcome, but also a testament to the strength, dedication, and pride within our team, and it reinforced for him the tremendous potential the City had, and renewed his sense of purpose in leading the organization forward.

Mr. Cameron noted he had the opportunity to attend the Neighborhood Advisory Council (NAC) meeting. He expressed his pleasure in introducing himself to the group and expressed his commitment to strong neighborhood engagement and collaborative problem-solving. Mr. Cameron expressed his appreciation for the warm and welcoming reception. He added the engagement from attendees and the collaborative atmosphere made for a very positive and productive experience.

Mr. Cameron noted the Plans & Policies Committee met last week to discuss the effectiveness and overall implementation process of the new towing ordinance. He further noted the discussion was productive, with several thoughtful questions raised by committee members. Mr. Cameron expressed his belief there were opportunities to address any early-stage implementation challenges or misunderstandings.

Mr. Cameron noted the City would host a storm debris volunteer cleanup day on Thursday, July 17, with more than 200 volunteers signed up. Mr. Cameron added more than 900 people had requested assistance in having debris moved to the curb for Public Works pickup. Dan Smith, Director of Public Works, provided additional details and a timeline of the Public Works pick-ups throughout the rest of July and August. Mr. Smith noted there would be a systematic debris pickup beginning July 22. He added they asked all residents to place tree limbs and brush on the curbside no later than 7:00 a.m. on the first day of their zone pickup. He further noted Zone 1 pickup would be July 21 to July 25, Zone 3 from July 28 to August 1, Zone 2 from August 11 to August 15, and Zone 4 from August 18 to August 22. Mr. Smith added only vegetative debris would be collected.

Mr. Cameron noted representatives from the United Soccer League would be in Springfield this week. He added the City would continue to evaluate the viability of supporting professional soccer teams, and explore opportunities to enhance entertainment options in the City's sports district downtown.

Mr. Cameron noted on Thursday, July 24, U.S. Environmental Protection Agency (EPA) Region 7 would present a \$500,000 award to the City of Springfield, Missouri, at Hammons Field. He added Hammons Field was a good example of a previously successful Brownfields grant project. Mr. Cameron further noted community-wide grant funds would be used to inventory Brownfield sites and conduct environmental site assessments. He added grant funds would also be used to develop four cleanup plans and two area-wide plans, and support community engagement.

Mr. Cameron noted the Springfield-Greene County Health Department would break ground on a new Animal Shelter on July 25. He further noted the new shelter would be located at 3303 W. Division and would help Animal Control better serve our community with larger animal capacity, a convenient location for the public, and space for animals to play outside.

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On. Except Item 6.1. Citizens May Speak on the Amendment Only.

6.1. Amended Council Bill 2025-136 (Adib-Yazdi)

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 Hidden Gem Estates, generally located at 6116 South Farm Road 175, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance; and authorizing gates across private streets.

An opportunity was given for citizens to express their views.

Parker Owens addressed City Council in support of the proposed. Mr. Owens noted he was a representative of the Doran family, and they were in support of the amended Council Bill. He thanked City Council for continuing to discuss the issue while promoting the growth and development of the Springfield area.

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

Ordinance 28175. Amended Council Bill 2025-136 (Adib-Yazdi) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, Mayor Schrag. Nays: None. Absent: Councilmember McGull. Abstain: None.

6.2. Council Bill 2025-139 (Lee)

A general ordinance amending Chapter 36 of the Springfield City Code, 'Land Development Code,' Article III, 'Zoning Regulations,' Division 3, 'Administration, Enforcement, and Review,' Section 36-368, 'Publication and posting of notices,' for the purpose of aligning City Code with state publication requirements.

Ordinance 6934. Council Bill 2025-139 (Lee) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, and Councilmember Adib-Yazdi. Nays: None. Absent: Councilmember McGull. Abstain: None.

6.3. Council Bill 2025-141 (Carroll)

A general ordinance amending Chapter 38 of the Springfield City Code, "Building Development Codes," by deleting Article XV, "Floodplain Management," and enacting a new Article XV, "Floodplain Management," in lieu thereof for the purpose of complying with the Federal Emergency Management Agency's most recent model floodplain management ordinance.

Ordinance 6935. Council Bill 2025-141 (Carroll) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: Councilmember McGull. Abstain: None.

6.4. Council Bill 2025-142 (Jenson)

A special ordinance approving the purchase of real property, commonly known as 4455 West Farm Road 168, for use as buffer land adjacent to the Southwest Wastewater Treatment Plant; and authorizing the City Manager, or designee, to enter a contract and do those things necessary to acquire said property.

Councilmember Hosmer asked if the proposed was a buffer for the treatment facility. Errin Kemper, Director of Environmental Services, responded the City currently owned approximately one-hundred acres south of the Wastewater Treatment Plant. He added the proposed parcel was a small, privately owned piece that came up for sale and an agreement was reached to purchase the parcel to ensure continuity. Councilmember Hosmer asked if the purchase price was \$23,000. Mr. Kemper responded affirmatively.

Ordinance 28176. Council Bill 2025-142 (Jenson) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: Councilmember McGull. Abstain: None.

7. RESOLUTIONS.

Citizens May Speak. May Be Voted On.

7.1. Council Bill 2025-144 (Hosmer)

A resolution adopting the 2025 Capital Improvements Program for the purpose of providing a schedule of public improvements for 2025 through 2030.

Justin Crighton, Assistant Director of Planning and Development, provided a brief overview of the proposed. Mr. Crighton noted the proposed was an update to the Capital Improvements Program, which was a snapshot of all the capital obligations the City has at one point in time and plans on how the capital funds would be expended for the next five years. He added these were the largest expenditure of money the City undertakes. Mr. Crighton noted to be a capital improvement, a project must cost at least \$100,000 and have a useful life of six years or more. Mr. Crighton noted for the 2025 Capital Improvements Program there were 46 new projects added, of which 30 would receive funding. He further noted there were a total of 154 projects listed for a total of \$280 million for 2025. He added the future projects for 2026 to 2030 totaled approximately \$451 million in investment. Mr. Crighton noted within the program there was a list of identified but unfunded projects.

Mr. Crighton noted the program included nine Airport projects, 3 Fire Station Improvement projects, 10 Municipal Building and Ground Improvements, 3 Park Improvements, 38 Sanitary Sewer Improvements, 9 Solid Waste Improvements, 20 Stormwater Improvements, 32 Street Improvements, 10 Targeted Infrastructure Improvements, 6 Traffic Management Improvements, and 14 Walkability, Bicycle, and Safety Improvements.

Councilmember Horton noted the Capital Improvements included rescuing the Grant Avenue Bridge and asked if the MLK Bridge was supposed to be included in the proposed. Dan Smith, Director of Public Works, responded the Grant Avenue Bridge and MLK Bridge were in the plan to rehabilitate, and the Public Works Department was working with the Missouri Department of Transportation (MoDOT) to have those bid late this year, with the majority of the work occurring next year.

Councilmember Jenson expressed his appreciation for the Kansas Avenue Project being included. He expressed his belief this was an important project for that area. He asked if there was a reason street infrastructure was specifically targeted. Mr. Crighton responded he was not sure of a specific reason. Councilmember Jenson noted he would like to see that considered more broadly. Councilmember Jenson asked about project 25-00038 funding, and if any of the funds were available to layer in with projects as they came forward. Mr. Crighton responded the proposed was more of a snapshot of all the ongoing and upcoming projects over the next few years. Mr. Smith responded there was some funding set aside for some cost shares.

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

Resolution 10830. Council Bill 2025-144 (Hosmer) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: Councilmember McGull. Abstain: None.

7.2. Council Bill 2025-145 (Carroll)

A resolution amending Resolution 10663, adopting the City's Comprehensive Plan, Forward SGF, by changing Chapter 9, Transportation & Mobility, to remove a future collector generally located between Farm Road 151 and Farm Road 159.

Justin Crighton, Assistant Director of Planning and Development, provided a brief overview of the proposed. Mr. Crighton noted the proposed was a request to amend the Major Thoroughfare Plan, which was a long-range planning document to lay out where roads exist and the functional classification of roads when they were built. He further noted the proposed would remove an identified collector. Mr. Crighton further noted it was determined the future east and west collector planned to be located between Farm Road 151 and Farm Road 159 was not necessary. He added the Ozarks Transportation Organization identified topographic challenges that would make the connection infeasible.

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

Resolution 10831. Council Bill 2025-145 (Carroll) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: Councilmember McGull. Abstain: None.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

12.1. Council Bill 2025-146 (Adib-Yazdi)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 47 acres of property generally located at 6217 South Southwood Avenue from Planned Development No. 258 and GI, Government and Institutional Use District with Conditional Overlay No. 36, to GI, Government and Institutional Use District; establishing Conditional Overlay District No. 269; and adopting an updated Official Zoning Map. (By: Tea Properties MO I, LLC; 6217 South Southwood; Z-4-2025 with Conditional Overlay District No. 269).

Anita Cotter, City Clerk, read Council Bills 2025-146, 2025-147, 2025-148, 2025-149, and 2025-150 together. The Council Bills were presented together, and the summary was recorded under Council Bill 2025-150.

12.2. Council Bill 2025-147 (Adib-Yazdi)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 7 acres of property generally located at 6323 South Hartley Avenue, also known as South Farm Road 175, from Planned Development No. 258 to GI, Government and Institutional Use District; and adopting an updated Official Zoning Map. (By: Tea Properties MO II, LLC; 6323 South Hartley Avenue; Z-5-2025).

12.3. Council Bill 2025-148 (Adib-Yazdi)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 10 acres of property generally located at 6470 South Farm Road 175 from Planned Development No. 258 to GI, Government and Institutional Use District; establishing Conditional Overlay District No. 270; and adopting an updated Official Zoning Map. (By: Tea Properties MO II, LLC; 6470 South Farm Road 175; Z-6-2025 with Conditional Overlay District No. 270).

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12.5. Council Bill 2025-150 (Adib-Yazdi)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 42 acres of property generally located at 3020, 3050, and 3053 East Riverbluff Boulevard from Planned Development No. 302 and GI, Government and Institutional Use District with Conditional Overlay District No. 36, to GI, Government and Institutional Use District; and adopting an updated Official Zoning Map. (By: Tea Properties MO I, LLC and Mercy Health Springfield Communities; 6323 S. Hartley Avenue; 3020, 3050 & 3053 E. Riverbluff Blvd; Z-8-2025).

Justin Crighton, Assistant Director of Planning and Development, provided a brief overview of the proposed. Mr. Crighton noted the proposed was a request from Mercy Hospital to rezone the five individual parcels to Government and Institutional District (GI). He added a traffic study would be required.

An opportunity was given for citizens to express their views.

Ricky Haase addressed City Council in support of the proposed. Mr. Haase, a representative of Mercy, noted it was recommended that Mercy get the property rezoned to GI, and there were no immediate plans for development.

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

12.6. Council Bill 2025-151 (Jenson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.1 acres of property generally located at 1414 West Elfindale Street and 1405 West Sunshine Street from Planned Development No. 319, Planned Development No. 46, and Planned Development No. 46 Amendment 2 to GR, General Retail District; and adopting an updated Official Zoning Map. (By: Guaranty Bank & NAP Legacy Real Estate LLC; 1414 West Elfindale Street and 1405 West Sunshine Street; Z-9-2025).

Justin Crighton, Assistant Director of Planning and Development, provided a brief overview of the proposed. Mr. Crighton noted the proposed would allow rezoning for the Child Advocacy Center from a Planned Development to a General Retail District.

An opportunity was given for citizens to express their views.

Derrick Estell addressed City Council in support of the proposed. Mr. Estell noted the Center would expand the building and add additional parking for the development.

Councilmember Lee asked about the detention. Mr. Estell responded the site was well-developed, and the proposal would be to provide underground detention on the lot to the south along Sunshine Street.

With no further 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 2025-152 (Lee)

A special ordinance authorizing the City of Springfield, Missouri, to temporarily waive brush disposal fees at all city facilities due to the recent and catastrophic weather event of June 29, 2025, for the purpose of providing an efficient and accessible means of disposing of limbs and brush storm debris; and declaring an emergency pursuant to Section 2.12(1) of the City Charter.

Jan Millington, Deputy City Attorney, provided a brief overview of the proposed. Ms. Millington noted the proposed would allow the City to waive brush disposal fees for all facilities due to the June 29, 2025, storm damage.

Councilmember Jenson asked if there had been discussions of incorporating this into the emergency powers enumerated for the Mayor. Ms. Millington responded this would be possible and this year's circumstances were unique.

Councilmember Adib-Yazdi asked if the City had access to a biochar facility to dispose of debris. Errin Kemper, Director of Environmental Services, responded before the last storm there were over 60,000 cubic yards of debris. He noted he was not aware of a specific facility for that. Mr. Kemper noted there were conversations about what to do with ash from burning and mixing it in with mulch might be a good use.

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

Ordinance 28177. Council Bill 2025-152 (Lee) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: Councilmember McGull. Abstain: None.

13.2. Council Bill 2025-153 (McGull)

A special ordinance authorizing the City Manager, or designee, to enter into a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission for the purpose of funding engineering work to extend the Fassnight Creek Greenway Trail along Bennett Street from west of National Avenue to Glenstone Avenue; amending the Fiscal Year 2025-2026 budget for the Department of Public Works in the amount of \$348,871 to appropriate federal Surface Transportation Block Grant Program funds; and declaring that this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

Brett Foster, Assistant Director of Public Works, provided a brief overview of the proposed. Mr. Foster noted Surface Transportation Block Grants (STBG) were non-competitive Federal funds allocated by the Ozarks Transportation Organization and administered by MoDOT. He added the funds needed a 20-percent match from the City and the agreement would allow use of the funds for multimodal and other safety improvements from the Springfield Art Museum to Glenstone Avenue.

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

Ordinance 28178. Council Bill 2025-153 (McGull) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: Councilmember McGull. Abstain: None.

13.3. Council Bill 2025-154 (Lee)

A special ordinance authorizing the City Manager, or designee, to enter into a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission for the purpose of funding engineering work for improvements at various intersections; amending the Fiscal Year 2025-2026 budget for the Department of Public Works in the amount of \$400,000 to appropriate federal Surface Transportation Block Grant Program funds; and declaring that this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

Brett Foster, Assistant Director of Public Works, provided a brief overview of the proposed. Mr. Foster noted the agreement would allow use of STBG funds for scoping and design of multiple intersections in the City. He further noted the intersections already required signal replacement and the intersections would also be scoped for pedestrian and safety improvement and turn lane improvements.

Councilmember Hosmer asked if installing security cameras would be considered at the intersections. Mr. Foster responded existing camera systems would be included to modernize to the latest standards. Mr. Foster noted the purposed was a scope and design, and they could work with the Transportation Management Center to determine what systems could be put in place. Councilmember Hosmer expressed his belief technology was a force multiplier and should be utilized wherever it could be.

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

Ordinance 28179. Council Bill 2025-154 (Lee) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: Councilmember McGull. Abstain: None.

14. FIRST READING BILLS. Requiring Two Readings.

Citizens May Speak. Not Anticipated To Be Voted On.

14.1. Council Bill 2025-155 (Hardinger)

A general ordinance amending Springfield City Code, Chapter 10 'Alcoholic Beverages,' Article I 'In General,' Section 10-66 'Exception for Downtown and Commercial Street events,' for the purpose of removing the limitation on the number of permitted events.

Cora Scott, Director of Public Information and Civic Engagement, provided a brief overview of the proposed. Ms. Scott noted one item under the purview of the office was the management of special event permits. She further noted they averaged approximately 150 events per year. Ms. Scott noted the proposed would amend the alcoholic beverages code to remove the current cap on the number of permitted events where alcohol could be served in designated downtown and Commercial Street zones. Ms. Scott further noted the current cap was set at twelve. She expressed her belief removing the cap would enable more flexibility to support the growing calendar of community events while ensuring community safety. Ms. Scott added each event would require City Manager approval. Ms. Scott noted service would be restricted to paper, plastic, or aluminum cups up to 16 ounces, for no more than twelve hours per day, and no longer than three days in a week. Ms. Scott further noted the open container prohibition would only be lifted within the controlled event zone.

Councilmember Adib-Yazdi expressed his appreciation for the attention to safety concerns. He expressed his support for the proposed.

Councilmember Hosmer asked where the liquor liability provisions were, and the amount of the liability insurance required. Ms. Scott responded they were a requirement of the special event permit, and the insurance requirement was \$1 million. Councilmember Hosmer expressed his belief bars should have the same liquor liability as special events. He noted he would like to know liquor liability responsibility for bars in the City.

An opportunity was given for citizens to express their views.

J. Chris Ball, Chairman of the Downtown Community Improvement District, addressed City Council in support of the proposed. Mr. Ball noted they staved to keep downtown clean, safe, and friendly. he further noted they had events in as many places as possible to improve interaction. He added the new Life From Downtown series had been popular.

Rachel Munday addressed City Council in support of the proposed. Ms. Munday expressed her appreciation for progress made to create flexible and responsible frameworks for events. She expressed her belief the proposed would remove an arbitrary cap and allow more community building events.

Philip Herzog addressed City Council in support of the proposed. Mr. Herzog expressed his belief there was a special momentum in the City and noted he had served on groups and nonprofits that benefited from serving alcohol responsibly downtown. he expressed his belief the proposed was a great opportunity to say yes to more opportunities for downtown.

Councilmember Adib-Yazdi expressed his agreement with the current moment in the City. He thanked Mr. Herzog for his comments.

Mayor Pro Tem Hardinger noted her enjoyment of the vibrant downtown scene and asked for the economic impact of some of the events. Ms. Scott noted it would be reviewed and expressed her belief it was significant.

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

14.2. Council Bill 2025-156 (Jenson)

A special ordinance authorizing the City Manager, or designee, to enter into a Box Culvert and Parallel Development Agreement with BNSF Railway Company for the installation of a reinforced concrete box culvert beneath the railroad tracks near the crossing with Boonville Avenue.

Brett Foster, Assistant Director of Public Works, provided a brief overview of the proposed. Mr. Foster noted the proposed would allow finalizations of an agreement with Burlington Northern Santa Fe (BNSF) Railway to place a box culvert underneath the BNSF railroad tracks and Boonville Street. He added the box culvert was part of the previously designed and budgeted Renew Jordan Creek project. Mr. Foster further noted the proposed covered the cost to replace the track, and permit and inspection fees for the installation.

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

14.3. Council Bill 2025-162 (Hardinger, Horton)

A general ordinance suspending enforcement of Sec. 118-124 of the City Code, requiring payment of a vehicle inspection fee for taxicabs; and referring Chapter 118 – Vehicles for Hire, Article II – Taxicabs, Courtesy Cars and Airport Limousines, to the Finance and Administration Committee.

Jan Millington, Deputy City Attorney, provided a brief overview of the proposed. Ms. Millington noted the proposed would temporarily suspend enforcement of City Code Section 118-124 which references fees for taxi cabs. She further noted the taxicab regulations had not been reviewed since 2016. Ms. Millington added the proposed would refer the issue to the Finance and Administration Committee for review.

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

14.4. Council Bill 2025-158 (Horton)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of West Talmage Addition, generally located at 2655 North Grant Avenue and 739 West Talmage Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance.

This item was removed from the Consent Agenda and became item 14.4 under First Reading Bills - Requiring Two Readings.

Councilmember Adib-Yazdi noted he requested Council Bill 2025-158 be removed from the Consent Agenda. He expressed his belief the layout was different than what he would normally see for parcelizations and layouts and asked why it was different. Mr. Crighton responded the proposed preliminary plat was a condominium plat and each the units would be built on the footprint of the building itself and the remainder would be a common area. Councilmember

Adib-Yazdi asked how much of it was part of the right-of-way. Mr. Crighton responded it was public right-of-way and the streets would be private and maintained by the development association.

15. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

15.1. Michelle Genovese wishes to address City Council.

Michelle Genovese addressed City Council. Ms. Genovese noted there were four declared disasters citizens could apply for if affected. She further noted the Small Business Administration provided startup funding for local businesses and loans to homeowners, tenants, nonprofits, churches and landlords. Ms. Genovese added the deadline for the disaster assistance were July 22 and August 22 and loans could go as long as 15 to 30 years.

Councilmember Adib-Yazdi asked for clarification on the dates. Ms. Genovese responded the deadline of July 22 was for the storms of March 13 and March 14, and the deadline of August 22 was for the storms of April 29.

15.2. Daryl Baker wishes to address City Council.

Daryl Baker did not appear to address City Council.

15.3. Bobby Justice wishes to address City Council.

Bobby Justice did not appear to address City Council.

15.4. Sean Carrell wishes to address City Council.

Sean Carrell addressed City Council. Mr. Carrell noted the City had a trash issue and expressed his belief the issue was not being corrected. Mr. Carrell further noted he started a business to address the issue and support the community. He asked the City for a partnership and noted he only hires homeless individuals.

Councilmember Jenson thanked Mr. Carrell for sharing and for seeing a problem in the community and working to address the issue. Councilmember Jenson noted the Community Involvement Committee was working through the issue with nonprofit organizations who provide jobs to underprivileged individuals.

15.5. Tim Havens wishes to address City Council.

Tim Havens addressed City Council. Mr. Havens noted the Jenny Lind apartments had two broken elevators and expressed his belief there was little or no cooperation from the landlords regarding making them operable. Mr. Havens further noted an order was given to the Millennia Corporation owner to produce documents to provide proof of action. He expressed his belief the required deposit had not been received as stated. Mr. Havens asked that previous statements regarding the deposit be retracted and asked that ordinances specific to elevators be passed.

Councilmember Hosmer asked if staff could provide an update on the Jenny Lind Apartments. Mr. Cameron responded an update would be provided Friday and another had been sent out.

15.6. Mitchell Budd wishes to address City Council.

Mitchell Budd addressed City Council. Mr. Budd noted he was a street performer, and he wanted to address pedestrian safety. Mr. Budd noted the median next to Walmart on Kansas Expressway was 20-feet wide and the sidewalk next to the median was 6-feet wide. He further noted he could perform on the sidewalk but expressed his belief he was subject to arrest if performing on the median. Mr. Budd noted according to the City website restricted medians were listed as those less than six-feet wide. Mr. Budd asked City Council to update the legal code to ensure the ordinance only applied to medians less than six-feet wide.

Councilmember Jenson thanked Mr. Budd for bringing the issue to their attention and for contributing to the vibrancy of downtown.

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. See Item #3.

19.1. Council Bill 2025-157 (Hosmer)

A special ordinance authorizing the City Manager, or designee, to enter into a mutual aid agreement between the Brookline Fire Protection District and the City of Springfield for the purpose of providing fire protection mutual aid.

19.2. Council Bill 2025-158 (Horton)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of West Talmage Addition, generally located at 2655 North Grant Avenue and 739 West Talmage Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance.

This item was removed from the Consent Agenda and became item 14.4 under First Reading Bills - Requiring Two Readings.

19.3. Council Bill 2025-159 (McGull)

A special ordinance authorizing the City Manager, or designee, to enter into an Intergovernmental Agreement with the Board of Governors of Missouri State University for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

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

20.1. Council Bill 2025-160 (Hardinger)

A resolution confirming the appointment of Matt Blevins and Heidi Herrman-Bacon, and the reappointment of Teresa Emerson and Travis Tindall to the Commercial Street Community Improvement District Board of Directors.

Resolution 10832. Council Bill 2025-160 (Hardinger) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: Councilmember McGull. Abstain: None.

20.2. Council Bill 2025-161 (Carroll)

A special ordinance amending the budget of the City of Springfield for Fiscal Year 2025-2026, in the amount of \$123,473.93, to accept and appropriate funds from the State Homeland Security Grant Program; and declaring that this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

Ordinance 28180. Council Bill 2025-161 (Carroll) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: Councilmember McGull. Abstain: None.

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

21.1. Council Bill 2025-143 (Horton, McGull)

A special ordinance authorizing the City Manager, or designee, to enter into a Memorandum of Understanding with the Missouri Department of Natural Resources for the purpose of installing, operating, and maintaining two streamgages.

Ordinance 28181. Council Bill 2025-143 (Horton, McGull) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: Councilmember McGull. Abstain: None.

21.2. Confirm the following reappointment to the Springfield-Greene County Library Board: Chris Bozarth with term to expire July 1, 2028. Confirmed.

21.3. Confirm the following appointment to the Art Museum Board: Lindsey McDaniel with term to expire June 1, 2028. Confirmed.

21.4. Confirm the following appointment to the Art Museum Board: Misty Tollett with term to expire June 1, 2026. Confirmed.

21.5. Confirm the following appointment to the Art Museum Board: Mark Wheeler with term to expire June 1, 2027. Confirmed.

21.6. Confirm the following reappointments to the Art Museum Board: Nora Cox and Dr. Mitzi Kirkland-Ives with terms to expire June 1, 2028. Confirmed.

22. END OF CONSENT AGENDA.

23. ADJOURN.

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

July 15, 2025
Springfield, Missouri

The City Council met in special session on July 15, 2025, in the Councilman Denny Wayne Conference Room on the 4th Floor of the Busch Municipal Building. The meeting was called to order by Mayor Schrag.

Roll Call

Present: Brandon Jenson, Monica Horton, Heather Hardinger, Callie Carroll, Derek Lee, Craig Hosmer, Bruce Adib-Yazdi, and Jeff Schrag. Absent: Abe McGull.

Closed Session

Councilmember Hardinger moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor pursuant to Section 610.021(2), RSMo.; and this meeting, record, and vote shall be closed, and the City Council shall stand adjourned at the end of the closed session.

Councilmember Jenson seconded the motion, and it was approved by the following vote: Ayes: Hardinger, Carroll, Lee, Adib-Yazdi, Hosmer, Horton, Jenson, and Schrag. Abstain: None. Absent: McGull.

Prepared by
Michelle Kaasa

Anita J. Cotter, MMC/MPCC
City Clerk

**July 22, 2025
Springfield, Missouri**

The City Council met in special session on July 22, 2025, in the Councilman Denny Whayne Conference Room on the 4th Floor of the Busch Municipal Building. The meeting was called to order by Mayor Schrag.

Roll Call

Present: Craig Hosmer, Brandon Jenson, Monica Horton, Heather Hardinger, Derek Lee, Bruce Adib-Yazdi, and Jeff Schrag. Absent: Abe McGull and Callie Carroll.

Closed Session

Councilmember Hosmer moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor pursuant to Section 610.021(2), RSMo.; and this meeting, record, and vote shall be closed, and the City Council shall stand adjourned at the end of the closed session.

Councilmember Adib-Yazdi seconded the motion, and it was approved by the following vote: Ayes: Jenson, Hosmer, Horton, Hardinger, Lee, Adib-Yazdi, and Schrag. Abstain: None. Absent: McGull and Carroll.

Prepared by
Michelle Kaasa

Anita J. Cotter, MMC/MPCC
City Clerk



EXPLANATION TO COUNCIL BILL 2025-146 (ADIB-YAZDI)

FILED: 07/15/2025

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 47 acres of property generally located at 6217 South Southwood Avenue from Planned Development No. 258 and GI, Government and Institutional Use District with Conditional Overlay No. 36, to GI, Government and Institutional Use District; establishing Conditional Overlay District No. 269; and adopting an updated Official Zoning Map. (By: Tea Properties MO I, LLC; 6217 South Southwood; Z-4-2025 with Conditional Overlay District No. 269).

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 47 acres generally located at 6217 South Southwood Avenue from Planned Development No. 258 and GI, Government and Institutional District w/ COD No. 36 to GI, Government and Institutional Use District and establishing Conditional Overlay District No. 269. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-4-2025 CONDITIONAL OVERLAY DISTRICT NO. 269

The applicant is requesting to rezone approximately 47 acres generally located at 6217 South Southwood Avenue from Planned Development No. 258 and GI, Government and Institutional District w/ COD No. 36 to GI, Government and Institutional Use District and establishing Conditional Overlay District No. 269. The applicant, Mercy, is rezoning for future healthcare and institutional development of the subject properties.

REMARKS: The Planning and Zoning Commission held a public hearing on June 12, 2025, and recommended approval, by a vote of 6 to 0. The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Institutional and Employment Center placetype. This placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small

commercial sales and service business, and a mix of community-orientated amenities.

2. This application is consistent with the recommended placetype which lists government, healthcare, and institutional facilities as primary use.
3. The subject property is located near one of Springfield's major intersections of Riverbluff Boulevard and U.S. Highway 65, classified as a primary arterial and freeway, respectively.
4. The proposed COD requires a traffic study at the time of development and identifies the requirements for the future arterials through the property. This will replace the existing Planned Development 258 which allows GR, O-1 and R-LD District uses with improvements for east-west arterial. The GI with COD 36 requires a developer's agreement for the construction of Riverbluff Blvd. to Southwood Ave. prior to development. This requirement has been satisfied.
5. The GI district is established to apply to those lands where federal, state or local government activities are conducted, where governments hold titles to such lands, and to major public and private educational and medical facilities. It is not intended to classify all lands owned by government into this district, but only those uses that are comparatively intensive or which require substantial buildings.
6. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.
7. There are changing conditions in the area affected that make the proposed rezoning necessary. Development of property within the vicinity has been occurring, including an orthopedic hospital.
8. The range of uses in the proposed GI district is compatible with the uses permitted on other property in the immediate vicinity. The property to the north, south and west is zoned GI and is owned by Mercy.
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.
12. 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 Institutional & Employment Center placetype and on the findings of facts above.

Submitted By: Daniel Neal, Senior City Planner

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

- Attachments:**
1. Z-4-2025 COD 269 - 6217 S. Southwood Ave.
 2. Z-4-2025 COD 269_exhA
 3. Z-4-2025 COD 269_exhB
 4. Z-4-2025 COD 269_exhC
 5. Z-4-2025 COD 269_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 25
Filed: 07-08-25

Sponsored by: Adib-Yazdi

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-146

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 47 acres of property generally located at 6217 South Southwood
4 Avenue from Planned Development No. 258 and GI, Government
5 and Institutional Use District with Conditional Overlay No. 36, to GI,
6 Government and Institutional Use District; establishing Conditional
7 Overlay District No. 269; and adopting an updated Official Zoning
8 Map.
9 _____

10
11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located at 6217 South Southwood Avenue from Planned Development No.
13 258 and GI, Government and Institutional Use District with Conditional Overlay No. 36,
14 to GI, Government and Institutional Use District and establishing Conditional Overlay
15 District No. 269; and
16

17 WHEREAS, Conditional Overlay District No. 269 shall modify the requirements of
18 the Springfield Land Development Code Section 36-401, GI – Government and
19 Institutional Use District, by requiring that the property described in "Exhibit B" comply
20 with the requirements described in "Exhibit A," both attached hereto and incorporated
21 herein by this reference; and
22

23 WHEREAS, following proper notice, the Planning and Zoning Commission held a
24 public hearing on June 12, 2025, a copy of the Record of Proceedings from said public
25 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
26 and said Commission made its recommendation of approval with a vote of 6 to 0; and
27

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

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

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

36
37 Section 1 – The property described in "Exhibit B" is hereby rezoned from
38 Planned Development No. 258 and GI, Government and Institutional Use District with
39 Conditional Overlay No. 36, to GI, Government and Institutional Use District, with
40 Conditional Overlay District No. 269. Springfield Land Development Code, Section 36-
41 306, 'Official zoning map and rules for interpretation,' is hereby amended, changed, and
42 modified consistent with this Ordinance.

43
44 Section 2 – City Council hereby establishes Conditional Overlay District No. 269,
45 which shall contain the requirements and standards provided in "Exhibit A." The
46 requirements of Conditional Overlay District No. 270 shall modify the requirements of
47 the Springfield Land Development Code Section 36-401, GI – Government and
48 Institutional Use District, by requiring the property described in "Exhibit B" to comply
49 with the requirements contained in "Exhibit A."

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

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

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

62
63 Passed at meeting: _____

64
65 _____
66 Mayor

67
68 Attest: _____, City Clerk

69
70 Filed as Ordinance: _____

71
72 Approved as to form: Laura Vales, Assistant City Attorney

73
74 Approved for Council action: [Signature], City Manager
75
76

EXHIBIT A
CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-4-2025 COD 269

The requirements of Section 36-401 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. Off-site improvements related directly to the intensity of development shall be required at the time of development and the dedication of the future ROW for mapped streets (future primary arterial, Southwood Avenue, and Riverbluff Boulevard). These streets shall be constructed at the time of development, at a minimum, to current City of Springfield standards for a collector street with sidewalks and open ditches. To determine the additional off-site improvements needed for the intensity of development, a traffic impact study (TIS) that is in a format acceptable to the City shall be submitted at the time of development. Development shall be approved only after the TIS is approved by the City Traffic Engineer, and only after the off-site improvements are incorporated into the approved site plan, public improvement plan, and/or other permits (as applicable). These off-site improvements shall be constructed at no cost to the City and in accordance with the requirements in Section 36-250 and applicable section of the Public Works Design Standards. All public improvements must be constructed and approved, or funds escrowed for such improvements, prior to the issuance of any building permits.

EXHIBIT B
LEGAL DESCRIPTION

ALL THAT PART OF THE FOLLOWING DESCRIBED LYING SOUTH OF E. RIVERBLUFF BLVD., WEST OF S. SOUTHWOOD AVE., AND SOUTH OF E. ANNE STREET:

ALL THAT PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING ALL OF THE TRACT OF LAND DESCRIBED IN THE WARRANTY DEED BY CORPORATION RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE IN BOOK 2535, AT PAGE 1270, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE SOUTH 01°30'26" WEST ALONG THE EAST LINE OF SAID QUARTER QUARTER, A DISTANCE OF 1,276.21 FEET TO THE NORTHEAST CORNER OF THE TRACT OF LAND DESCRIBED IN THE WARRANTY DEED BY CORPORATION RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE IN BOOK 2789, AT PAGE 1032; THENCE DEPARTING SAID EAST LINE NORTH 87°29'08" WEST ALONG THE NORTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 1,332.80 FEET TO THE NORTHWEST CORNER THEREOF, SAID POINT BEING IN THE WEST LINE OF SAID QUARTER QUARTER; THENCE NORTH 01°33'39" EAST ALONG SAID WEST LINE, A DISTANCE OF 1269.46 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 87°46'31" EAST ALONG THE NORTH LINE OF SAID QUARTER QUARTER, A DISTANCE OF 1,331.51 FEET TO THE POINT OF BEGINNING. AND ALSO, ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT LYING SOUTH OF E. ANNE STREET:

ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, IN TOWNSHIP 28 NORTH, RANGE 21 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING A PART OF THE TRACT OF LAND DESCRIBED IN THE GENERAL WARRANTY DEED DULY RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE IN BOOK 2010, AT PAGE 019472-10, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN THE GENERAL WARRANTY DEED DULY RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE IN BOOK 2010, AT PAGE 019472-10, SAID POINT BEING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, IN TOWNSHIP 28 NORTH, RANGE 21 WEST, GREENE COUNTY, MISSOURI; THENCE SOUTH 01 DEGREES 30 MINUTES 26 SECONDS WEST ALONG THE WEST LINE OF SAID QUARTER QUARTER, A DISTANCE OF 605.75 FEET TO A POINT IN THE SAME, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE SOUTH 01 DEGREES 30 MINUTES 26 SECONDS EAST, A DISTANCE OF

732.31 FEET TO A POINT MARKED BY A FOUND IRON PIN WITH CAP STAMPED, "LS 2000-161241", SAID POINT BEING THE NORTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN THE GENERAL WARRANTY DEED RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE IN BOOK 2005, AT PAGE 041139-05; THENCE SOUTH 87 DEGREES 22 MINUTES 09 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT OF LAND, AND BEYOND, ALONG THE NORTH LINE OF THE TRACT OF LAND DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE IN BOOK 2791, AT PAGE 663, A DISTANCE OF 1,211.29 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT BEING IN THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 65, AS NOW ESTABLISHED; THENCE NORTH 05 DEGREES 04 MINUTES 32 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 13.44 FEET TO A POINT IN THE SAME; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE NORTH 08 DEGREES 46 MINUTES 01 SECONDS WEST, A DISTANCE OF 465.97 FEET TO A POINT IN THE SAME; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE NORTH 25 DEGREES 42 MINUTES 20 SECONDS WEST, A DISTANCE OF 309.31 FEET TO A POINT IN THE SAME; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, AN INCLUDED ANGLE OF 21 DEGREES 53 MINUTES 36 SECONDS, A CHORD BEARING OF SOUTH 79 DEGREES 03 MINUTES 12 SECONDS WEST, AND A CHORD LENGTH OF 102.54 FEET, A DISTANCE OF 103.17 FEET TO A POINT OF TANGENCY; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 213.43 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 330.00 FEET AND AN INCLUDED ANGLE OF 24 DEGREES 11 MINUTES 05 SECONDS, A DISTANCE OF 139.29 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET AND AN INCLUDED ANGLE OF 27 DEGREES 57 MINUTES 53 SECONDS, A DISTANCE OF 141.21 FEET TO A POINT OF TANGENCY; THENCE NORTH 84 DEGREES 13 MINUTES 12 SECONDS WEST, A DISTANCE OF 93.29 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET AND AN INCLUDED ANGLE OF 57 DEGREES 59 MINUTES 08 SECONDS, A DISTANCE OF 273.25 FEET TO A POINT; THENCE SOUTH 59 DEGREES 25 MINUTES 14 SECONDS WEST, A DISTANCE OF 103.91 FEET TO THE POINT OF BEGINNING, AND CONTAINING 792,707 SQUARE FEET OR 18.198 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.

EXHIBIT C
RECORD OF PROCEEDINGS
Planning and Zoning Commission – June 12, 2025

COMMISSION ACTION: (combine presentation for Z-4-2025 COD 269, Z-5-2025, Z-6-2025 COD 270, Z-7-2025, and Z-8-2025 but with five separate votes)

Planning and Zoning Commissioner Knuckles moved to combine presentations for Z-4-2025 COD 269, Z-5-2025, Z-6-2025 COD 270, Z-7-2025, and Z-8-2025; Commissioner Scott seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Pauly, Commissioner Gunther, and Commissioner Knuckles. Nays: None. Absent: Commissioner Ridge, Commissioner Hunton, and Commissioner Lebeck. Abstain: None.

Z-4-2025 COD 269

6217 South Southwood Avenue

Applicant: Tea Properties MO I LLC

Mr. Sparlin states that this is a request to rezone approximately 47 acres from Planned Development No. 258 and GI, Government and Institutional District w/ COD No. 36 to GI, Government and Institutional Use District and establishing Conditional Overlay District No. 269.

Mr. Doennig opened the public hearing.

Mr. Ricky Haase, 550 E. St. Louis stated that he is representing Mercy Hospital, and they decided to rezone their properties in the area to get them cleaned up for long term use before the remapping is completed and they have no intention of ever selling these properties.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to approve Z-4-2025 COD 269; Commissioner Pauly seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Pauly, Commissioner Gunther, and Commissioner Knuckles. Nays: None. Absent: Commissioner Ridge, Commissioner Hunton, and Commissioner Lebeck. Abstain: None.



Bob Hosmer, AICP
Planning Manager



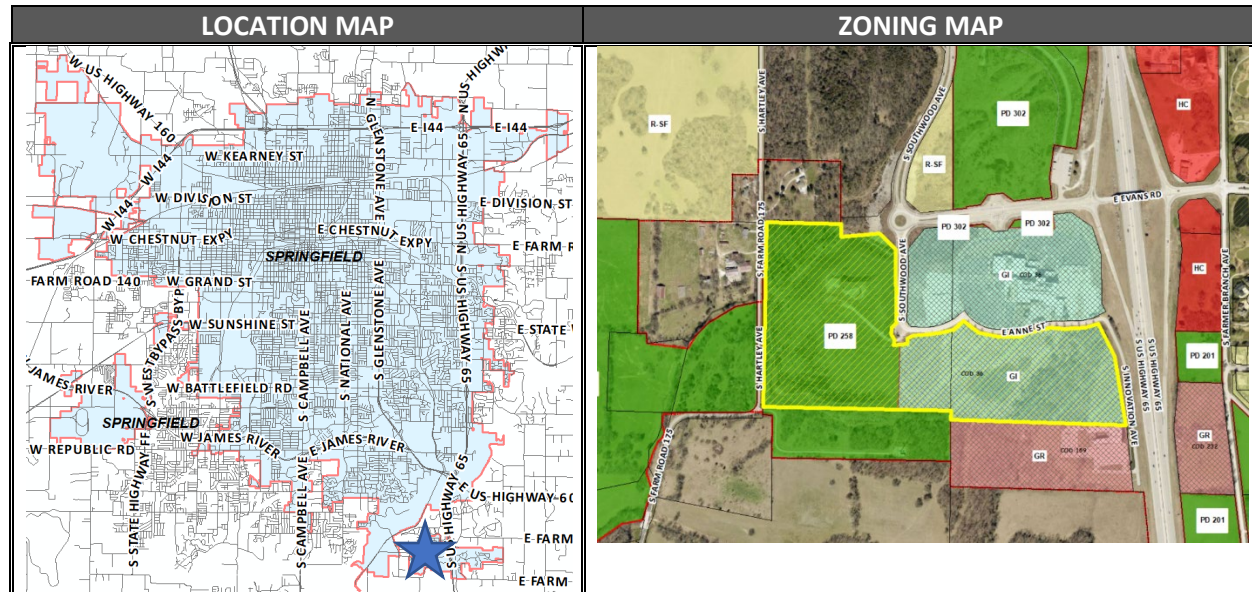
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-4-2025 with Conditional Overlay District No. 269
Location:	6217 S. Southwood Avenue
Total Acres:	47 acres
Applicant:	Tea Properties MO I, LLC
Existing Land Use:	Undeveloped land
Neighborhood Meeting:	May 20, 2025
Planning and Zoning Commission:	June 12, 2025
City Council:	July 14, 2025
Public Notification:	Mail, posted property, and legal in Springfield News-Leader
Staff:	Daniel Neal, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-4-2025 with Conditional Overlay District No. 269 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 47 acres generally located at 6217 South Southwood Avenue from Planned Development No. 258 and GI, Government and Institutional District w/ COD No. 36 to GI, Government and Institutional Use District and establishing Conditional Overlay District No. 269.



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GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE STREETVIEW:



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PROPERTY HISTORY:

The subject property was annexed in 2001, and the western portion was later rezoned to Planned Development No. 258 in 2003 while the eastern portion was rezoned to GI with COD 36 like the Orthopedic Hospital property in 2010.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GI
Use Limitations	(a) No landfill activities shall occur within 1,000 feet of a residential district. (b) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (c) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. (d) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
Maximum 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

DEVELOPMENT REVIEW STAFF REPORT

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the Institutional and Employment Center placetype.

The Institutional and Employment Center placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service business, and a mix of community-orientated amenities. Student housing is also a common component. In the case of universities or colleges, along with mixed housing types located along the fringes and transitional areas, providing housing near major employers is important. Areas within this placetype act as centers of culture, education, and business development, while providing numerous employment opportunities for residents of Springfield and others from the region. As Institutional and Employment Centers provide vital jobs and services to the entire metro area, multimodal accessibility and public transit connectivity are key components of this placetype. Underutilized parcels are assembled and redeveloped into more intense supporting uses or higher density housing developments where appropriate, to increase activity within the center. Planning for Institutional and Employment Center placetype focuses on infrastructure and corridor improvements to facilitate traffic flow, multimodal connectivity, and streetscaping improvements, needed to enhance the character and connectivity of key corridors. As these centers of activity receive high volumes of visitors and commuters into the City, it is essential that the quality of development and visual appeal of the corridors remain attractive and representative of the City's desired image.

Primary Land Uses:

- Universities, colleges, and vocational schools
- Government, healthcare, and institutional facilities

Supporting Land Uses:

- Single-family detached
- Single-family attached
- Multi-family
- Parks, greenways, and open space
- Sports complexes and recreational facilities
- Office, hospitality, retail sales and service
- Maker, artisan, and innovations spaces
- Public and private schools and places of worship

Characteristics

TRANSPORTATION & INFRASTRUCTURE

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

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- 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.
- The pedestrian environment is enhanced with expanded sidewalks and pedestrian infrastructure, such as benches, pedestrian-scaled lighting, and street trees.
- 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.

URBAN DESIGN - BUILDING AND SITE TYPOLOGY:

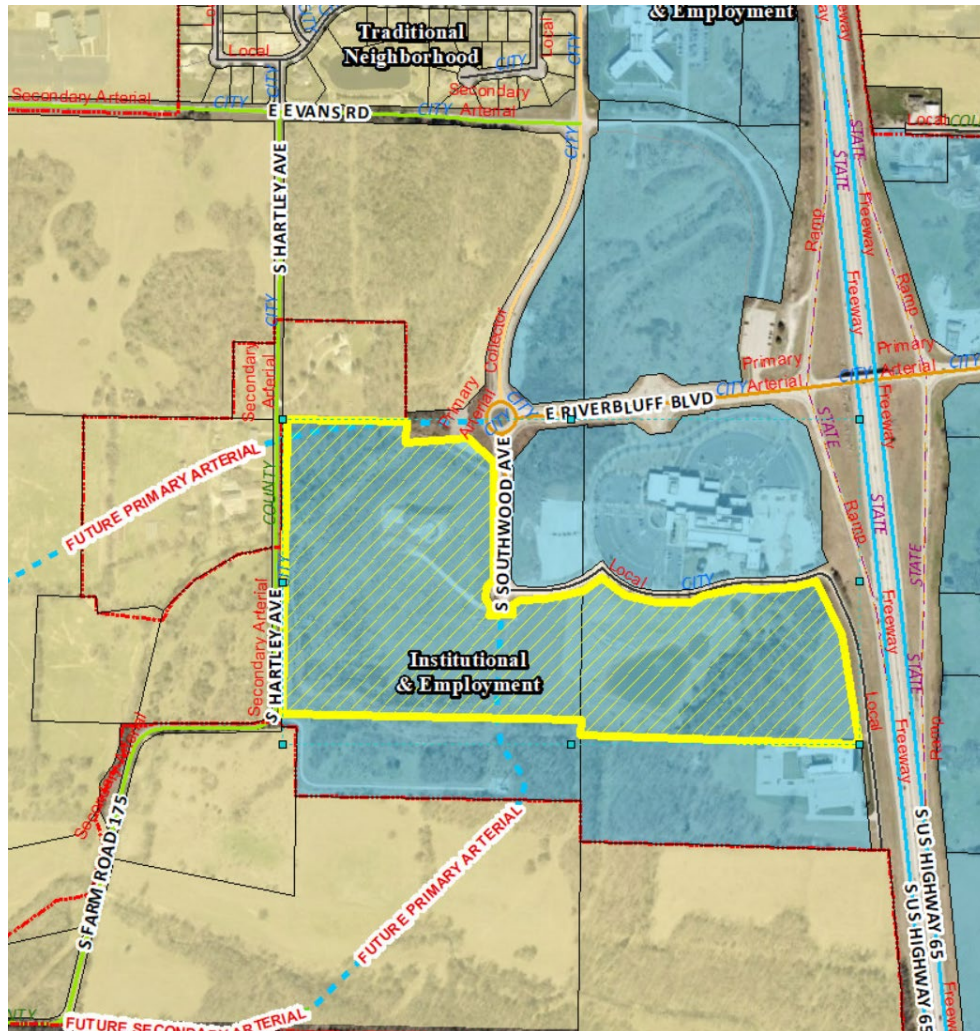
- Parking should be located behind or beside the primary buildings with abundant landscaping and screening to encourage greater interest and interaction between the adjoining street and the building, that contributes to community-wide quality of place.
- Pedestrian pathways within large parking lots provide safe access to business entrances.
- Character is enhanced by gateway features, landscaping, and branding elements, particularly within university, health care campuses, and innovation districts, to identify entry into campus areas.
- 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.
- Lighting, signage, landscaping, mail, and delivery accommodations should also be proactively incorporated into the site design.
- Multi-story buildings designed with active ground floor spaces should be visible and inviting with a high degree of transparency using clear glass windows and doors 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.
- 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.

TRANSITIONS:

- Strong connections to local universities, innovation districts, and neighborhoods are established through branding and connectivity.
- More intense institutional and employment uses and supporting uses are sufficiently separated and buffered from lower intensity residential uses.

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FUTURE PLACETYPE MAP:



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PLACETYPES	LAND USES														
	Single-Family Detached	Single-Family Attached	Multi-Family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Maker, Artisan & Innovation Spokes	Public & Private Schools & Places of Worship	Government, Healthcare & Institutional Facilities	Personal Services, 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		○	○	○	○	○	○	○	○	○	○	○	○	○	○

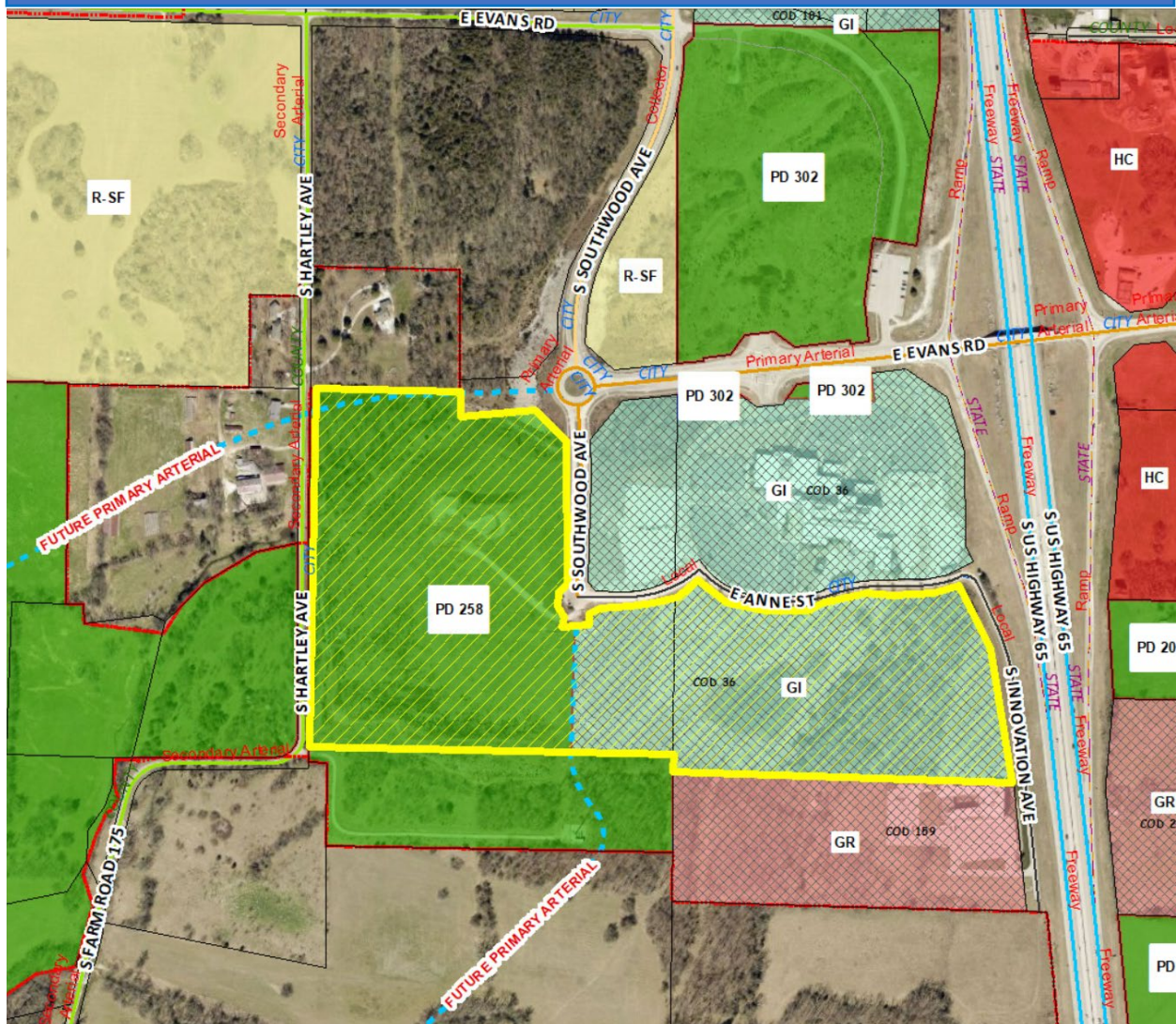
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

○ **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

MAJOR THOROUGHFARE MAP:

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SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF and GI	PD and GR COD 189	GI and U.S. 65	County R-1 & PD
LAND USE	Single-family and hospital	Dental clinic and PD	Vacant/undeveloped	Single-family and vacant land
PLACETYPES	Traditional Neighborhood and Institutional & Employment	Institutional & Employment	Institutional & Employment	Traditional Neighborhood

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with proposed rezoning. The tract west of FR 175 does not currently have access to CU water, but it could be extended as part of a future development, per CU's extension policy. All other tracts have access to CU electric & water.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the rezoning however we have the following comments regarding this site when it develops:

1. This property is subject to a \$0.0075 per sq. ft. trunkline connection fee. This fee is based on the area of property connecting or if the property is subdivided. These fees are typically added to the engineering and inspection fees if installing new public improvements, or to the sewer impact permit fee, whichever comes first.

FIRE DEPARTMENT:

No comments.

MODOT COMMENTS:

No apparent impact to MoDOT R/W at this time.

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	S. Southwood Avenue	Primary Arterial	City	50	40	NA	No	Yes	Yes
Street 2	E. Riverbluff Boulevard	Primary Arterial	City	50	60	NA	No	Yes	No
Street 3	E. Anne Street	Local	City	25	25	NA	No	Yes	Yes
Street 4	S. Innovation Avenue	Local	City	25	25	NA	No	Yes	No
Street 5	S. Hartley Avenue	Secondary Arterial	City/County	35	20	NA	No	Yes	No

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Street 6	Future Southwood Avenue	Primary Arterial	City	50	0	NA	No	Yes	No
Street 7	Future Riverbluff Boulevard	Primary Arterial	City	50	0	NA	No	Yes	No

ACCESS - All new or modified driveway approaches shall comply with the accepted traffic impact study, conditional overlay district, and current City of Springfield standards for the street classification.

- No direct access will be allowed to Southwood Avenue and Riverbluff Boulevard.

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

IMPROVEMENTS - No improvements are required for this rezoning. A Traffic Impact Study (TIS) is required at the time of development. The requirements of said study shall be incorporated in the site plan, public improvement plans, or other permits as applicable. All public improvements required for the development must be constructed or escrowed prior to approval of any building permit or plat.

- Both mapped future primary arterials, Southwood Avenue and Riverbluff Boulevard, shall be constructed, at a minimum, to current City of Springfield standards for a collector street with sidewalks and open ditches.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

	Drainage Basin	Fee in Lieu of Flood Control	Fee in Lieu of Water Quality	Stream Buffer on Site	Sinkhole or Watershed	Floodplain and Floodway
6217 S Southwood Ave	Farmer Branch	No	No	Yes	No	No

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. Future Development on site requires Detention for Flood Control. 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. Downstream properties are within Greene and Christian County. The Farmers Branch stream has only partial floodway on the tributary from this property.

WATER QUALITY REQUIREMENTS

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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. A Category D Small Tributary stream is located on the Property. A Stream Buffer area is required to be dedicated in a Stream Buffer Easement or on a Subdivision Plat. The stream buffer is minimum 60 feet wide with 30 feet wide buffer from top-of-bank on both sides.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 47 acres generally located at 6217 South Southwood Avenue from Planned Development No. 258 and GI, Government and Institutional District w/ COD No. 36 to GI, Government and Institutional Use District and establishing Conditional Overlay District No. 269. The applicant, Mercy, is rezoning for future development of the subject property.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Institutional and Employment Center placetype. This placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service business, and a mix of community-orientated amenities.
3. This application is consistent with the recommended placetype which lists government, healthcare, and institutional facilities as a primary use.
4. The subject property is located near one of Springfield's major intersections of Riverbluff Boulevard and U.S. Highway 65, classified as a primary arterial and freeway, respectively.
5. The proposed COD requires a traffic study at the time of development and identifies the requirements for the future arterials through the property. This will replace the existing Planned Development 258 which allows GR, O-1 and R-LD District uses with improvements for east-west arterial. The GI with COD 36 requires a developer's agreement for the

DEVELOPMENT REVIEW STAFF REPORT

construction of Riverbluff Blvd. to Southwood Ave. prior to development. This requirement has been satisfied.

6. The GI district is established to apply to those lands where federal, state or local government activities are conducted, where governments hold title to such lands, and to major public and private educational and medical facilities. It is not intended to classify all lands owned by government into this district, but only those uses that are comparatively intensive or which require substantial buildings.
7. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.
8. There are changing conditions in the area affected that make the proposed rezoning necessary. Development of property within the vicinity has been occurring including an orthopedic hospital.
9. The range of uses in the proposed GI district is compatible with the uses permitted on other property in the immediate vicinity. The property to the north, south and west is zoned GI and is owned by Mercy.
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:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Institutional & Employment Center 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.

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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.

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ATTACHMENT 1

CONDITIONAL OVERLAY DISTRICT PROVISIONS NO. 269

The requirements of Section 36-401 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. Off-site improvements related directly to the intensity of development shall be required at the time of development and the dedication of the future ROW for mapped streets (future primary arterial, Southwood Avenue, and Riverbluff Boulevard). These streets shall be constructed at the time of development, at a minimum, to current City of Springfield standards for a collector street with sidewalks and open ditches. To determine the additional off-site improvements needed for the intensity of development, a traffic impact study (TIS) that is in a format acceptable to the City shall be submitted at the time of development. Development shall be approved only after the TIS is approved by the City Traffic Engineer, and only after the off-site improvements are incorporated into the approved site plan, public improvement plan, and/or other permits (as applicable). These off-site improvements shall be constructed at no cost to the City and in accordance with the requirements in Section 36-250 and applicable section of the Public Works Design Standards. All public improvements must be constructed and approved, or funds escrowed for such improvements, prior to the issuance of any building permits.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: Planned Development 258 to Government and Institutional Use
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 05/20/2025 from 4:00 PM to 6:30 PM
3. Meeting Location: River Bluff Fellowship - 2655 E Farm Rd 188, Ozark, MO 65721
4. Number of invitations that were sent: 34
5. How the mailing list was generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 1
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

- I spoke with Stephen Cox at 5920 S Belgravia Ave.
- I informed him that there were not development plans at this time and that we are rezoning the property now to set Mercy up for success when they do have a plan.
- He was concerned about traffic once development happens. He wants Evan's Rd widened and I said I would let the City/County know that.
- He really enjoys having Mercy as a neighbor to his east.
- Developer is addressing the traffic concern by providing a traffic study at the time of development.

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

None

I, Ricky Haase (print name), attest that the neighborhood meeting was held on 05/20/2025 (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."

Ricky L Haase

Signature of person completing affidavit

Ricky Haase

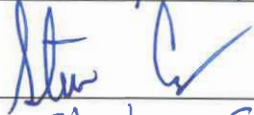
Printed name of person completing affidavit

Neighborhood Meeting

Mercy Property Rezoning

May 20, 2025

4:00 p.m. – 6:30 p.m.

Name	Address	Phone
Ricky Haase	550 E St Louis St	417-890-8802
	5920 S. Belgravia Ave.	417-689-2684
Stephen Cox	5920 S Belgravia Ave	

EXPLANATION TO COUNCIL BILL 2025-147 (ADIB-YAZDI)

FILED: 07/15/2025

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 7 acres of property generally located at 6323 South Hartley Avenue, also known as South Farm Road 175, from Planned Development No. 258 to GI, Government and Institutional Use District; and adopting an updated Official Zoning Map. (By: Tea Properties MO II, LLC; 6323 South Hartley Avenue; Z-5-2025).

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 7 acres generally located at 6323 South Hartley Avenue (Farm Road 175) from Planned Development No. 258 to GI, Government and Institutional Use District. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:**ZONING CASE NUMBER Z-5-2025**

The applicant is requesting to rezone approximately 7 acres generally located at 6323 South Hartley Avenue (Farm Road 175) from Planned Development No. 258 to GI, Government and Institutional Use District. The applicant, Mercy, is rezoning for future development of the subject property.

REMARKS: The Planning and Zoning Commission held a public hearing on June 12, 2025, and recommended approval, by a vote of 6 to 0. The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. Staff have determined that there are factors that would lend these properties to the Institutional & Employment placetype. The existing zoning of the property allows for general retail, office and multi-family uses as part of Planned Development 258. This property is on the edge of the Traditional Neighborhood placetype adjacent to Hartley Avenue (Farm Road 175), which is classified as secondary arterial roadway which will intersect the east-west arterial on the City's Major Thoroughfare Plan. The intersection of Hartley Avenue (Farm Road 175) would be considered a major intersection once built. The other Mercy

properties across Hartley Avenue (Farm Road 175) are designated as Institutional & Employment Placetypes with existing zoning that serve the Mercy hospital and medical clinics and offices in the area.

2. The subject property is also located near one of Springfield's major intersections of Riverbluff Boulevard (primary arterial) and U.S. Highway 65 (freeway) and the intersection of Riverbluff and Southwood which are classified as a primary arterial's.
3. Being within a transition area and meeting transition criteria as described above, the *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Institutional and Employment Center placetype. This placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service business, and a mix of community-orientated amenities.
4. This application is consistent with the recommended placetype which lists government, healthcare, and institutional facilities as primary use.
5. The existing Planned Development 258 which allows O-1 and R-LD District uses with improvements for the east-west arterial (Riverbluff Boulevard); however, because the east-west arterial has been mapped, we know that it won't go through this property.
6. The GI district is established to apply to those lands where federal, state or local government activities are conducted, where governments hold title to such lands, and to major public and private educational and medical facilities. It is not intended to classify all lands owned by government into this district, but only those uses that are comparatively intensive or which require substantial buildings.
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. Development of property within the vicinity has been occurring, including an orthopedic hospital.
9. The range of uses in the proposed GI district is compatible with the uses permitted on other property in the immediate vicinity. The property to the east is zoned GI and is owned by Mercy.

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 Institutional & Employment Center placetype and on the finding of facts above.

Submitted By: Daniel Neal, Senior City Planner

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

Attachments:

1. Z-5-2025 - 6323 S. Hartley Ave.
2. Z-5-2025_exhA
3. Z-5-2025_exhB
4. Z-5-2025_exhC

One-rdg. _____
P. Hrngs. X
Pgs. 21
Filed: 07-08-25

Sponsored by: Adib-Yazdi

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-147

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 7 acres of property generally located at 6323 South Hartley
4 Avenue, also known as South Farm Road 175, from Planned
5 Development No. 258 to GI, Government and Institutional Use
6 District; 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 6323 South Hartley Avenue, also known as South Farm Road 175,
11 from Planned Development No. 258 to GI, Government and Institutional Use District;
12 and
13

14 WHEREAS, following proper notice, the Planning and Zoning Commission held a
15 public hearing on June 12, 2025, a copy of the Record of Proceedings from said public
16 hearing being attached hereto and incorporated herein by this reference as "Exhibit B,"
17 and said Commission made a recommendation of approval by a vote of 6 to 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 6323 South Harley Avenue, also
30 known as South Farm Road 175 and described in "Exhibit A," which is attached hereto
31 and incorporated herein by this reference, is hereby rezoned from Planned
32 Development No. 258 to GI, Government and Institutional Use 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: [Signature], City Manager

EXHIBIT A
LEGAL DESCRIPTION

ALL THAT PART OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY- ONE (21) WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING ALL OF THE TRACT OF LAND DESCRIBED IN THE GENERAL WARRANTY DEED RECORDED IN GREENE COUNTY RECORDER'S OFFICE IN BOOK 2664, AT PAGE 0422, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE NORTH 87°29'07" WEST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER, A DISTANCE OF 618.40 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED IN THE GENERAL WARRANTY DEED RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE IN BOOK 2351, AT PAGE 811; THENCE NORTH 17°57'03" EAST ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 458.65 FEET TO A POINT IN THE SOUTH LINE OF THE TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE IN BOOK 1256, AT PAGE 244; THENCE NORTH 27°53'07" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 91.76 FEET TO A POINT IN THE SAME; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 46°42'38" EAST, A DISTANCE OF 128.17 FEET TO A POINT IN THE SAME; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 60°34'58" EAST, A DISTANCE OF 209.92 FEET TO A POINT IN THE SAME; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 79°55'10" EAST, A DISTANCE OF 181.08 FEET TO A POINT IN THE EAST LINE OF SAID QUARTER QUARTER; THENCE SOUTH 01°33'39" WEST ALONG SAID EAST LINE, A DISTANCE OF 767.53 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
RECORD OF PROCEEDINGS
Planning and Zoning Commission – June 12, 2025

COMMISSION ACTION: (combine presentation for Z-4-2025 COD 269, Z-5-2025, Z-6-2025 COD 270, Z-7-2025, and Z-8-2025 but with five separate votes)

Planning and Zoning Commissioner Knuckles moved to combine presentations for Z-4-2025 COD 269, Z-5-2025, Z-6-2025 COD 270, Z-7-2025, and Z-8-2025; Commissioner Scott seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Pauly, Commissioner Gunther, and Commissioner Knuckles. Nays: None. Absent: Commissioner Ridge, Commissioner Hunton, and Commissioner Lebeck. Abstain: None.

Z-5-2025

6323 South Hartley Avenue

Applicant: Tea Properties MO I LLC

Mr. Sparlin states that this is a request to rezone approximately 7 acres from Planned Development No. 258 to GI, Government and Institutional Use District.

Mr. Doennig opened the public hearing.

Mr. Ricky Haase, 550 E. St. Louis stated that he is representing Mercy Hospital, and they decided to rezone their properties in the area to get them cleaned up for long term use before the remapping is completed and they have no intention of ever selling these properties.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commissioner Scott moved to approve Z-5-2025; Commissioner Pauly seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Pauly, Commissioner Gunther, and Commissioner Knuckles. Nays: None. Absent: Commissioner Ridge, Commissioner Hunton, and Commissioner Lebeck. Abstain: None.



Bob Hosmer, AICP
Planning Manager



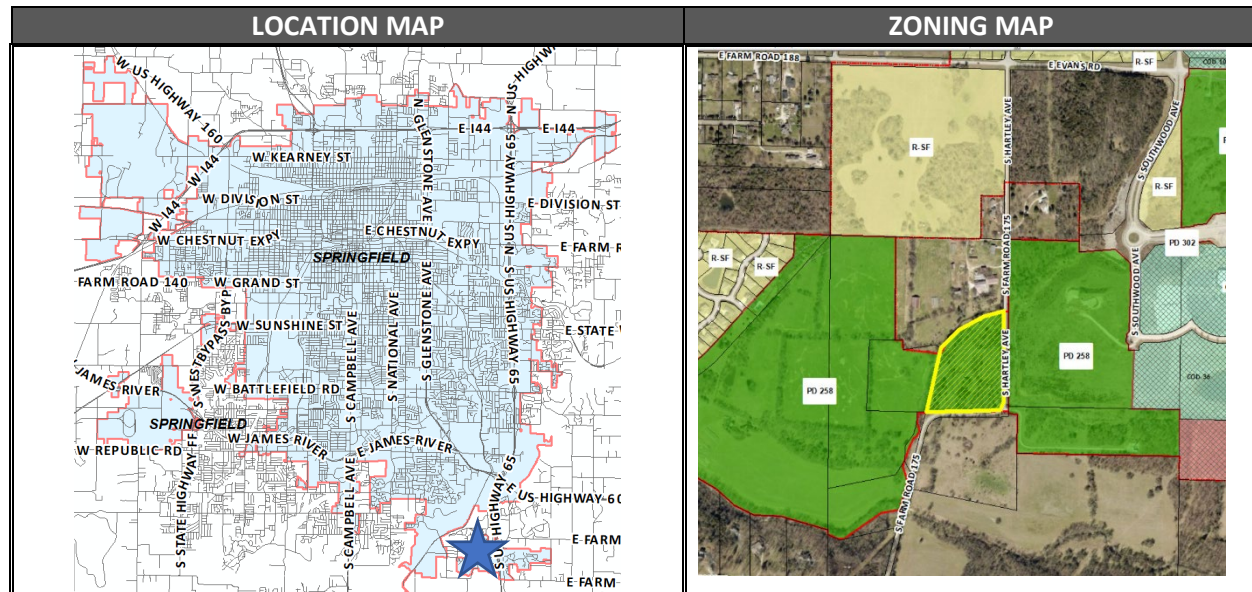
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-5-2025
Location:	6323 S. Hartley Avenue
Total Acres:	7 acres
Applicant:	Tea Properties MO II, LLC
Existing Land Use:	Undeveloped land
Neighborhood Meeting:	May 20, 2025
Planning and Zoning Commission:	June 12, 2025
City Council:	July 14, 2025
Public Notification:	Mail, posted property, and legal in Springfield News-Leader
Staff:	Daniel Neal, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-5-2025 (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

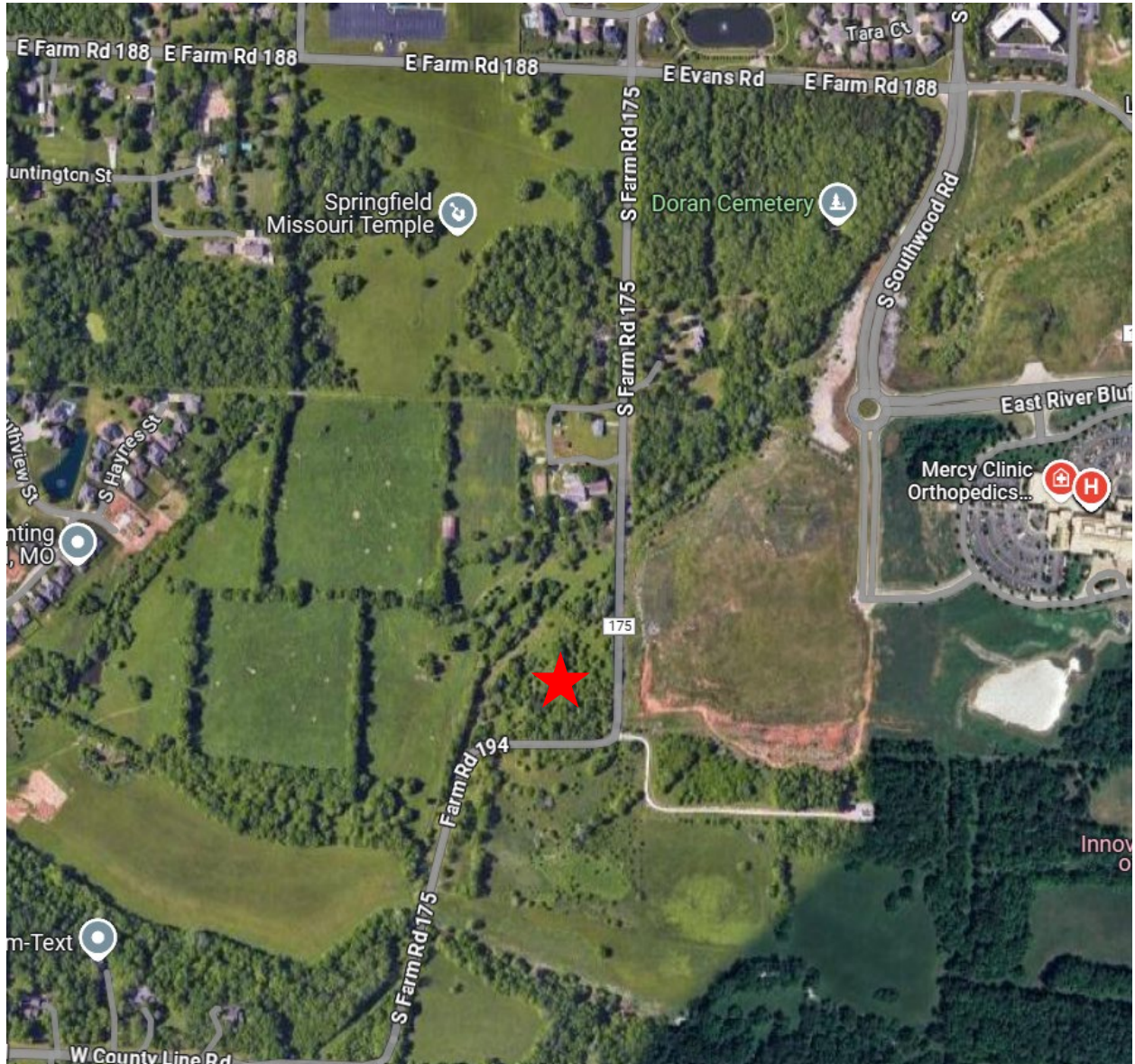
PROJECT SUMMARY:

Request to rezone approximately 7 acres generally located at 6323 South Hartley Avenue (Farm Road 175) from Planned Development No. 258 to GI, Government and Institutional Use District.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE STREETVIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property was annexed in 2001 and rezoned to Planned Development No. 258 in 2003.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

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

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GI
Use Limitations	(a) No landfill activities shall occur within 1,000 feet of a residential district. (b) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (c) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. (d) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
Maximum 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

DEVELOPMENT REVIEW STAFF REPORT

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject properties as the Traditional neighborhood placetype; however, this is considered a transition area that is better suited as an Institutional & Employment placetype (see Staff Analysis and Recommendations).

The Institutional and Employment Center placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service business, and a mix of community-orientated amenities. Student housing is also a common component. In the case of universities or colleges, along with mixed housing types located along the fringes and transitional areas, providing housing near major employers is important. Areas within this placetype act as centers of culture, education, and business development, while providing numerous employment opportunities for residents of Springfield and others from the region. As Institutional and Employment Centers provide vital jobs and services to the entire metro area, multimodal accessibility and public transit connectivity are key components of this placetype. Underutilized parcels are assembled and redeveloped into more intense supporting uses or higher density housing developments where appropriate, to increase activity within the center. Planning for Institutional and Employment Center placetype focuses on infrastructure and corridor improvements to facilitate traffic flow, multimodal connectivity, and streetscaping improvements, needed to enhance the character and connectivity of key corridors. As these centers of activity receive high volumes of visitors and commuters into the City, it is essential that the quality of development and visual appeal of the corridors remain attractive and representative of the City's desired image.

Primary Land Uses:

- Universities, colleges, and vocational schools
- Government, healthcare, and institutional facilities

Supporting Land Uses:

- Single-family detached
- Single-family attached
- Multi-family
- Parks, greenways, and open space
- Sports complexes and recreational facilities
- Office, hospitality, retail sales and service
- Maker, artisan, and innovations spaces
- Public and private schools and places of worship

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.
- The pedestrian environment is enhanced with expanded sidewalks and pedestrian infrastructure, such as benches, pedestrian-scaled lighting, and street trees.
- 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.

URBAN DESIGN - BUILDING AND SITE TYPOLOGY:

- 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.
- Character is enhanced by gateway features, landscaping, and branding elements, particularly within university, health care campuses, and innovation districts, to identify entry into campus areas.
- 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.
- Lighting, signage, landscaping, mail, and delivery accommodations should also be proactively incorporated into the site design.
- Multi-story buildings designed with active ground floor spaces should be visible and inviting with a high degree of transparency using clear glass windows and doors 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.
- 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.

TRANSITIONS:

- Strong connections to local universities, innovation districts, and neighborhoods are established through branding and connectivity.
- More intense institutional and employment uses and supporting uses are sufficiently separated and buffered from lower intensity residential uses.

PLACETYPE ASSIGNMENTS AND TRANSITIONS

DEVELOPMENT REVIEW STAFF REPORT

Assignments

Placetype designations are based on a variety of factors but largely represent desired future land use patterns. Placetype assignments also reflect existing development patterns, take into consideration historical value, as well as the impact and relationship to the built and natural environment. The following conditions and land characteristics should be considered when changes or amendments are proposed to and within a placetype.

Primary use - The predominate historical use and development pattern of a geographic area that exists within the built and natural environment.

Proximity – The location with respect to significant landmarks and geographic places

Edges and boundaries – Natural boundaries and geographic edges, including major roadways, railways, waterways, parks, and geographical land features.

Roadway classifications – Functional use and type of roadways on the edges or at crossroads

Regulatory – Existing zoning, permitted and conditional uses, historic designations, and redevelopment plans.

Forecasts – Anticipated major land use shifts, changes in use, or trends.

Other Considerations –

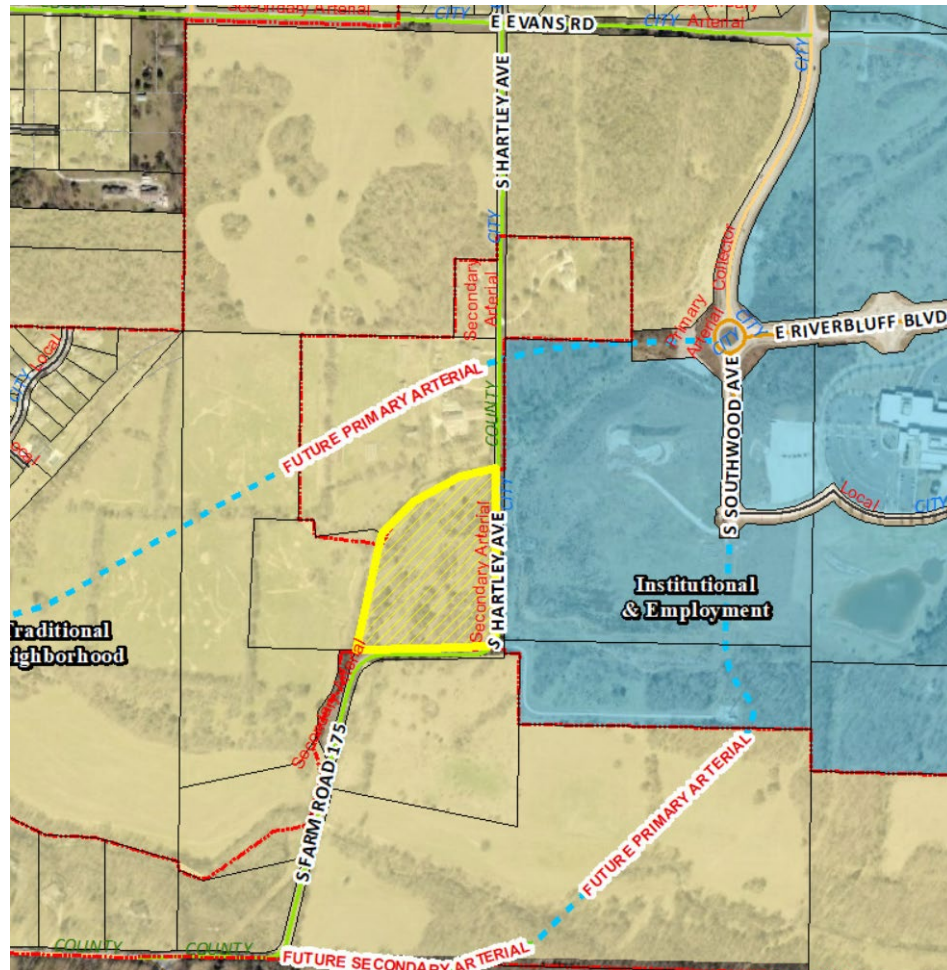
- Decreasing or increasing market demand for commercial or housing in non-traditional districts or corridors
- Greater focus on integrating diverse uses at the edges and areas of transition.
- Community expectations
- More walkable, livable integrated neighborhoods and districts
- Documented increases in nuisances, code violations, disinvestment, and other related trends
- More diversity in housing types, affordability, and availability
- Increased beautification, aesthetics, and identity
- Greater focus on preservation, adaptation, and reuse of existing homes and structures

Transitions

In every city, dissimilar land uses converge at some point. Transitioning within, between, and along the edges is one of the most critical elements to align as Placetypes are implemented, changed, or amended. Typically, a one-to-two-block transition zone on either side of both placetype boundaries would be a practical zone to complete the transition from one placetype to another.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES												
	Single-Family Detached	Single-Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Maker, Artisan & Innovation Spaces	Public & Private Schools & Places of Worship	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	○	○	○	○	○	○	○	○	○	○	○	○	○

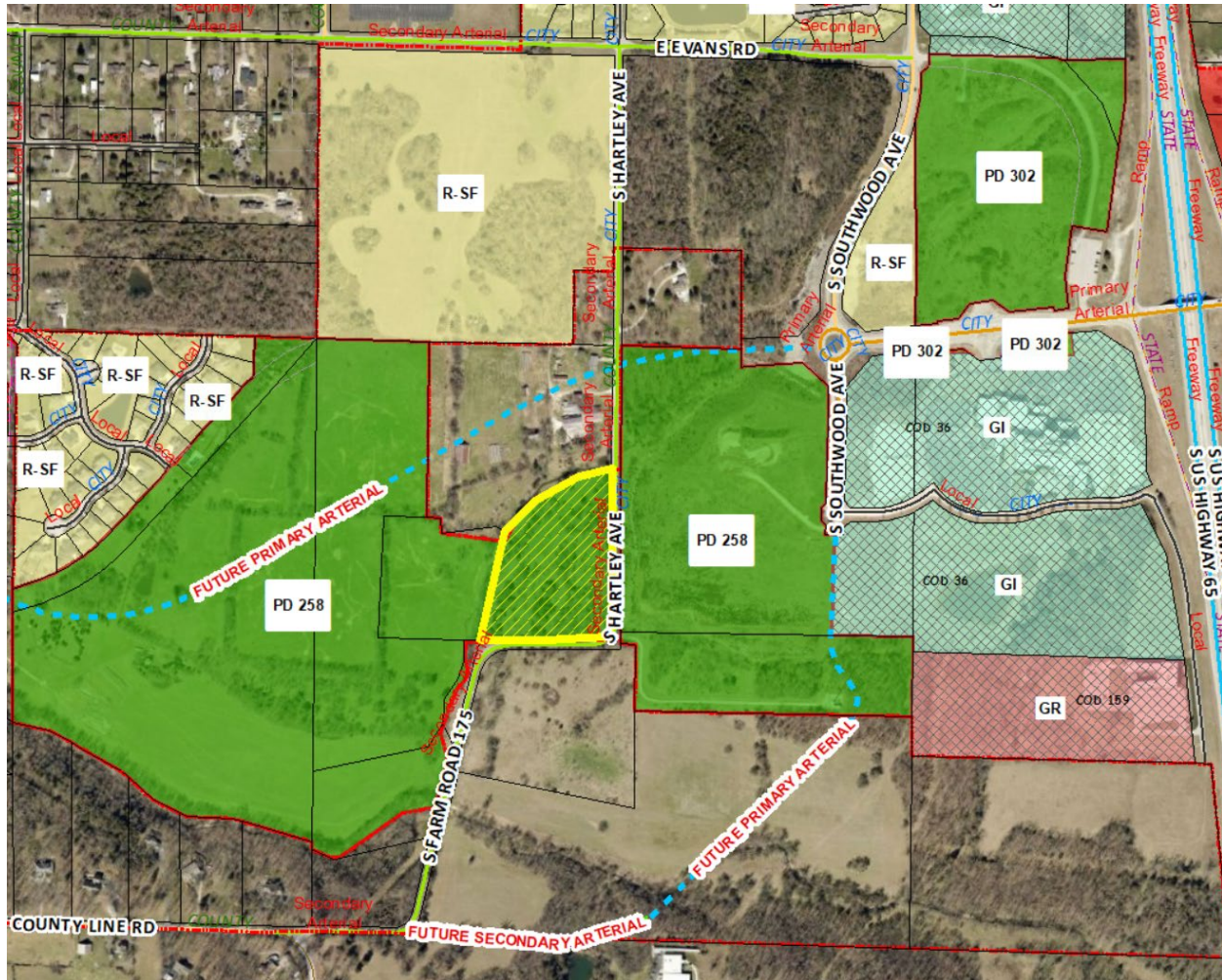
● Primary Land Use: More prominent and play a pivotal role in characterizing that placetype

○ 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	County R-1	County A-1	PD 258	PD 258
LAND USE	Single-family	Vacant/undeveloped	Vacant/undeveloped	Single-family and vacant land
PLACETYPES	Traditional Neighborhood	Traditional Neighborhood	Institutional & Employment	Traditional Neighborhood

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with proposed rezoning. The tract west of FR 175 does not currently have access to CU water, but it could be extended as part of a future development, per CU's extension policy. All other tracts have access to CU electric & water.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the rezoning however we have the following comments regarding this site when it develops:

1. This property is subject to a \$0.0075 per sq. ft. trunkline connection fee. This fee is based on the area of property connecting or if the property is subdivided. These fees are typically added to the engineering and inspection fees if installing new public improvements, or to the sewer impact permit fee, whichever comes first.

FIRE DEPARTMENT:

No comments.

MODOT COMMENTS:

No apparent impact to MoDOT R/W at this time.

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	S. Hartley Avenue	Secondary Arterial	City	35	20	NA	No	Yes	No
Street 2	S. Farm Road 175	Secondary Arterial	County	35	20	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 no bus stops near the property.

DEVELOPMENT REVIEW STAFF REPORT

IMPROVEMENTS - No improvements are required for this rezoning. A Traffic Impact Study (TIS) may be required at the time of development. The requirements of said study shall be incorporated in the site plan, public improvement plans, or other permits as applicable. All public improvements required for the development must be constructed or escrowed prior to approval of any building permit or plat.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

	Drainage Basin	Fee in Lieu of Flood Control	Fee in Lieu of Water Quality	Stream Buffer on Site	Sinkhole or Watershed	Floodplain and Floodway
6217 S Southwood Ave	Farmer Branch	No	No	Yes	No	No

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. Future Development on site requires Detention for Flood Control. 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. Downstream properties are within Greene and Christian County. The Farmers Branch stream has only partial floodway on the tributary from this property.

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. A Category D Small Tributary stream is located on the Property. A Stream Buffer area is required to be dedicated in a Stream Buffer Easement or on a Subdivision Plat. The stream buffer is minimum 60 feet wide with 30 feet wide buffer from top-of-bank on both sides.

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 7 acres generally located at 6323 South Hartley Avenue (Farm Road 175) from Planned Development No. 258 to GI, Government and Institutional Use District. The applicant, Mercy, is rezoning for future development of the subject property.
2. Staff has determined that there are factors that would lend these properties to the Institutional & Employment placetype. The existing zoning of the property allows for general retail, office and multi-family uses as part of Planned Development 258. This property is on the edge of the Traditional Neighborhood placetype adjacent to Hartley Avenue (Farm Road 175) which is classified as secondary arterial roadway which will intersect the east-west arterial on the City's Major Thoroughfare Plan. The intersection of Hartley Avenue (Farm Road 175) would be considered a major intersection once built. The other Mercy properties across Hartley Avenue (Farm Road 175) are designated as Institutional & Employment Placetypes with existing zoning that serve the Mercy hospital and medical clinics and offices in the area.
3. The subject property is also located near one of Springfield's major intersections of Riverbluff Boulevard (primary arterial) and U.S. Highway 65 (freeway) and the intersection of Riverbluff and Southwood which are classified as a primary arterial's.
4. Being within a transition area and meeting transition criteria as described above, the *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Institutional and Employment Center placetype. This placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service business, and a mix of community-orientated amenities.
5. This application is consistent with the recommended placetype which lists government, healthcare, and institutional facilities as a primary use.
6. The existing Planned Development 258 which allows O-1 and R-LD District uses with improvements for the east-west arterial (Riverbluff Boulevard); however, because the east-west arterial has been mapped, we know that it won't go through this property.
7. The GI district is established to apply to those lands where federal, state or local government activities are conducted, where governments hold title to such lands, and to major public and private educational and medical facilities. It is not intended to classify all lands owned by government into this district, but only those uses that are comparatively intensive or which require substantial buildings.
8. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.

DEVELOPMENT REVIEW STAFF REPORT

9. There are few changing conditions in the area affected that make the proposed rezoning necessary. Development of property within the vicinity has been occurring including an orthopedic hospital.
10. The range of uses in the proposed GI district is compatible with the uses permitted on other property in the immediate vicinity. The property to the east is zoned GI and is owned by Mercy.
11. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.
12. The impact 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.
13. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.
14. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Institutional & Employment Center placetype and on the finding of facts above.

PLANNING AND ZONING OPTIONS:

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

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

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: Planned Development 258 to Government and Institutional Use
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 05/20/2025 from 4:00 PM to 6:30 PM
3. Meeting Location: River Bluff Fellowship - 2655 E Farm Rd 188, Ozark, MO 65721
4. Number of invitations that were sent: 5
5. How the mailing list was generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 1
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

- I spoke with Stephen Cox at 5920 S Belgravia Ave.
- I informed him that there were not development plans at this time and that we are rezoning the property now to set Mercy up for success when they do have a plan.
- He was concerned about traffic once development happens. He wants Evan's Rd widened and I said I would let the City/County know that.
- He really enjoys having Mercy as a neighbor to his east.
- Developer is addressing the traffic concern by providing a traffic study at the time of development.

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

None

I, Ricky Haase (print name), attest that the neighborhood meeting was held on 05/20/2025 (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."

Ricky L Haase

Signature of person completing affidavit

Ricky Haase

Printed name of person completing affidavit

Neighborhood Meeting

Mercy Property Rezoning

May 20, 2025

4:00 p.m. – 6:30 p.m.

Name	Address	Phone
Ricky Haase	550 E St Louis St	417-890-8802
Stu C ✓ Stephen Cox	5920 S. Belgravia Ave. 5920 S Belgravia Ave	417-689-2684



EXPLANATION TO COUNCIL BILL 2025-148 (ADIB-YAZDI)

FILED: 07/15/2025

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 10 acres of property generally located at 6470 South Farm Road 175 from Planned Development No. 258 to GI, Government and Institutional Use District; establishing Conditional Overlay District No. 270; and adopting an updated Official Zoning Map. (By: Tea Properties MO II, LLC; 6470 South Farm Road 175; Z-6-2025 with Conditional Overlay District No. 270)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 10 acres generally located at 6470 South Farm Road 175 from Planned Development No. 258 to GI, Government and Institutional Use District and establishing Conditional Overlay District No. 270. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-6-2025 CONDITIONAL OVERLAY DISTRICT NO. 270

The applicant is requesting to Request to rezone approximately 10 acres generally located at 6470 South Farm Road 175 from Planned Development No. 258 to GI, Government and Institutional Use District and establishing Conditional Overlay District No. 270. The applicant, Mercy, is rezoning for future development of the subject property.

REMARKS: The Planning and Zoning Commission held a public hearing on June 12, 2025, and recommended approval, by a vote of 6 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 Request to rezone approximately 10 acres generally located at 6470 South Farm Road 175 from Planned Development No. 258 to GI, Government and Institutional Use District and establishing Conditional Overlay District No. 270. The applicant, Mercy, is rezoning for future development of the subject property.

2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Institutional and Employment Center placetype. This placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service business, and a mix of community-orientated amenities.
3. This application is consistent with the recommended placetype which lists government, healthcare, and institutional facilities as a primary use.
4. The subject property is located near one of Springfield's major intersections of Riverbluff Boulevard and U.S. Highway 65, which are classified as a primary arterial and freeway, respectively.
5. The City's Major Thoroughfare plan has a future arterial, Southwood Ave, that crosses the subject property. Southwood Avenue will be constructed at a minimum to meet the City of Springfield standards to a collector street classification with sidewalks. The proposed COD requires a traffic study at the time of development.
6. The GI district is established to apply to those lands where federal, state or local government activities are conducted, where governments hold title to such lands, and to major public and private educational and medical facilities. It is not intended to classify all lands owned by government into this district, but only those uses that are comparatively intensive or which require substantial buildings.
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. Minor developments within the vicinity have been occurring.
9. The range of uses in the proposed GI district is compatible with the uses permitted on other property in the immediate vicinity. The property to the north, south and west is zoned GI and is owned by Mercy.
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 Institutional & Employment Center 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-6-2025 COD 270 - 6470 S. Farm Road 175
 2. Z-6-2025 COD 270_exhA
 3. Z-6-2025 COD 270_exhB
 4. Z-6-2025 COD 270_exhC
 5. Z-6-2025 COD 270_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 22
Filed: 07-08-25

Sponsored by: Adib-Yazdi

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-148

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 10 acres of property generally located at 6470 South Farm Road
4 175 from Planned Development No. 258 to GI, Government and
5 Institutional Use District; establishing Conditional Overlay District
6 No. 270; 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 6470 South Farm Road 175 from Planned Development No. 258 to
11 GI, Government and Institutional Use District and establishing Conditional Overlay
12 District No. 270; and
13

14 WHEREAS, Conditional Overlay District No. 270 shall modify the requirements of
15 the Springfield Land Development Code Section 36-401, GI – Government and
16 Institutional Use District, by requiring that the property described in "Exhibit B" comply
17 with the requirements described in "Exhibit A," both attached hereto and incorporated
18 herein by this reference; and
19

20 WHEREAS, following proper notice, the Planning and Zoning Commission held a
21 public hearing on June 12, 2025, a copy of the Record of Proceedings from said public
22 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
23 and said Commission made its recommendation of approval with a vote of 6 to 0; and
24

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

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

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

34 Section 1 – The property described in "Exhibit B" is hereby rezoned from
35 Planned Development No. 258 to GI, Government and Institutional Use District, with
36 Conditional Overlay District No. 270. Springfield Land Development Code, Section 36-
37 306, 'Official zoning map and rules for interpretation,' is hereby amended, changed, and
38 modified consistent with this Ordinance.

39
40 Section 2 – City Council hereby establishes Conditional Overlay District No. 270,
41 which shall contain the requirements and standards provided in "Exhibit A." The
42 requirements of Conditional Overlay District No. 270 shall modify the requirements of
43 the Springfield Land Development Code Section 36-401, GI – Government and
44 Institutional Use District, by requiring the property described in "Exhibit B" to comply
45 with the requirements contained in "Exhibit A."

46
47 Section 3 – City Council hereby directs the City Manager, or designee, to update
48 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
49 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
50 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
51 rules of interpretation.'

52
53 Section 4 – The Official Zoning Map herein adopted shall be maintained and
54 archived in the same digital form in which this Council has approved its adoption.

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

58
59 Passed at meeting: _____

60
61 _____
62 Mayor

63
64 Attest: _____, City Clerk

65
66 Filed as Ordinance: _____

67
68 Approved as to form: Laura Vales, Assistant City Attorney

69
70
71 Approved for Council action: [Signature], City Manager
72

EXHIBIT A
CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-6-2025 COD 270

The requirements of Section 36-401 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. Off-site improvements related directly to the intensity of development shall be required at the time of development and the dedication of the future ROW for mapped streets (future primary arterial, Southwood Avenue, and Riverbluff Boulevard). These streets shall be constructed at the time of development, at a minimum, to current City of Springfield standards for a collector street with sidewalks and open ditches. To determine the additional off-site improvements needed for the intensity of development, a traffic impact study (TIS) that is in a format acceptable to the City shall be submitted at the time of development. Development shall be approved only after the TIS is approved by the City Traffic Engineer, and only after the off-site improvements are incorporated into the approved site plan, public improvement plan, and/or other permits (as applicable). These off-site improvements shall be constructed at no cost to the City and in accordance with the requirements in Section 36-250 and applicable section of the Public Works Design Standards. All public improvements must be constructed and approved, or funds escrowed for such improvements, prior to the issuance of any building permits.

**EXHIBIT B
LEGAL DESCRIPTION**

ALL THAT PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4), AND ALL THAT PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING ALL OF THE TRACT OF LAND DESCRIBED IN THE WARRANTY DEED BY CORPORATION RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE IN BOOK 2789, AT PAGE 1032, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE TRACT OF LAND DESCRIBED IN THE WARRANTY DEED BY CORPORATION RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE IN BOOK 2789, AT PAGE 1032, SAID POINT BEING IN THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWENTY- EIGHT (28), TOWNSHIP TWENTY-EIGHT (28) NORTH, RANGE TWENTY-ONE (21) WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE SOUTH 01°30'26" WEST ALONG SAID EAST LINE AND BEYOND, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION TWENTY-EIGHT (28), A DISTANCE OF 349.31 FEET TO THE NORTHEAST CORNER OF THE TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE IN BOOK 2405, AT PAGE 1714; THENCE DEPARTING SAID EAST LINE NORTH 87°22'48" WEST ALONG THE NORTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 1,236.89 FEET TO THE NORTHWEST CORNER THEREOF, SAID POINT BEING IN THE EAST LINE OF THE TRACT OF LAND DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE IN BOOK 2580, AT PAGE 0777; THENCE NORTH 01°31'56" EAST ALONG SAID EAST LINE, A DISTANCE OF 294.53 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT BEING IN THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4); THENCE NORTH 87°29'07" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 96.13 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 01°33'39" EAST ALONG THE WEST LINE OF SAID QUARTER QUARTER, A DISTANCE OF 52.50 FEET TO THE SOUTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN THE WARRANTY DEED BY CORPORATION RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE IN BOOK 2535, AT PAGE 1270; THENCE DEPARTING SAID EAST LINE SOUTH 87°29'08" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 1,332.80 FEET TO THE POINT OF BEGINNING. EXCEPT ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PURPOSES. SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD, AND TO ALL ZONING AND SPECIAL ORDINANCES OF THE CITY OF SPRINGFIELD

EXHIBIT C
RECORD OF PROCEEDING
Planning and Zoning Commission Meeting June 12, 2025

COMMISSION ACTION: (combine presentation for Z-4-2025 COD 269, Z-5-2025, Z-6-2025 COD 270, Z-7-2025, and Z-8-2025 but with five separate votes)

Planning and Zoning Commissioner Knuckles moved to combine presentations for Z-4-2025 COD 269, Z-5-2025, Z-6-2025 COD 270, Z-7-2025, and Z-8-2025; Commissioner Scott seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Pauly, Commissioner Gunther, and Commissioner Knuckles. Nays: None. Absent: Commissioner Ridge, Commissioner Hunton, and Commissioner Lebeck. Abstain: None.

Z-6-2025 COD 270
6470 South Farm Road 160
Applicant: Tea Properties MO II LLC

Mr. Sparlin states that this is a request to rezone to rezone approximately 10 acres from Planned Development No. 258 to GI, Government and Institutional Use District and establishing Conditional Overlay District No. 270.

Mr. Doennig opened the public hearing.

Mr. Ricky Haase, 550 E. St. Louis stated that he is representing Mercy Hospital, and they decided to rezone their properties in the area to get them cleaned up for long term use before the remapping is completed and they have no intention of ever selling these properties.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commissioner Scotts moved to approve Z-6-2025 COD 270; Commissioner Pauly seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Pauly, Commissioner Gunther, and Commissioner Knuckles. Nays: None. Absent: Commissioner Ridge, Commissioner Hunton, and Commissioner Lebeck. Abstain: None.



Bob Hosmer, AICP
Planning Manager



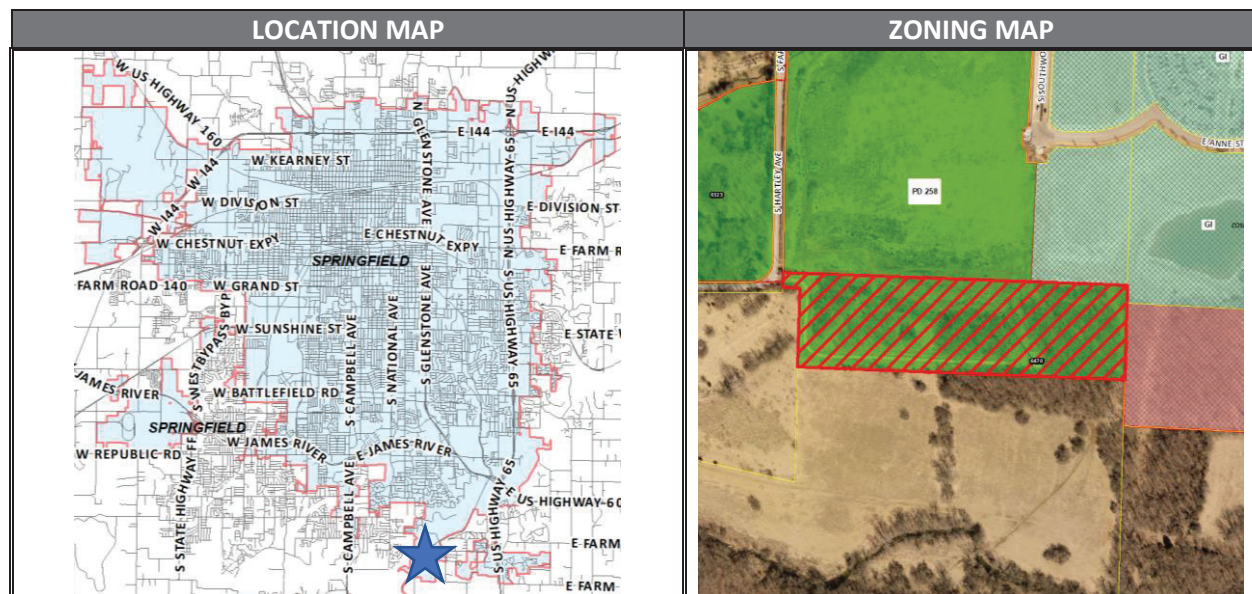
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-6-2025 with Conditional Overlay District No. 270
Location:	6470 South Farm Road 175
Total Acres:	10 acres
Applicant:	Tea Properties MO II, LLC
Existing Land Use:	Undeveloped land
Neighborhood Meeting:	May 20, 2025
Planning and Zoning Commission:	June 12, 2025
City Council:	July 14, 2025
Public Notification:	Mail, posted property, and legal in the Springfield News-Leader
Staff:	Michael Sparlin, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-6-2025 with Conditional Overlay District No. 270 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).

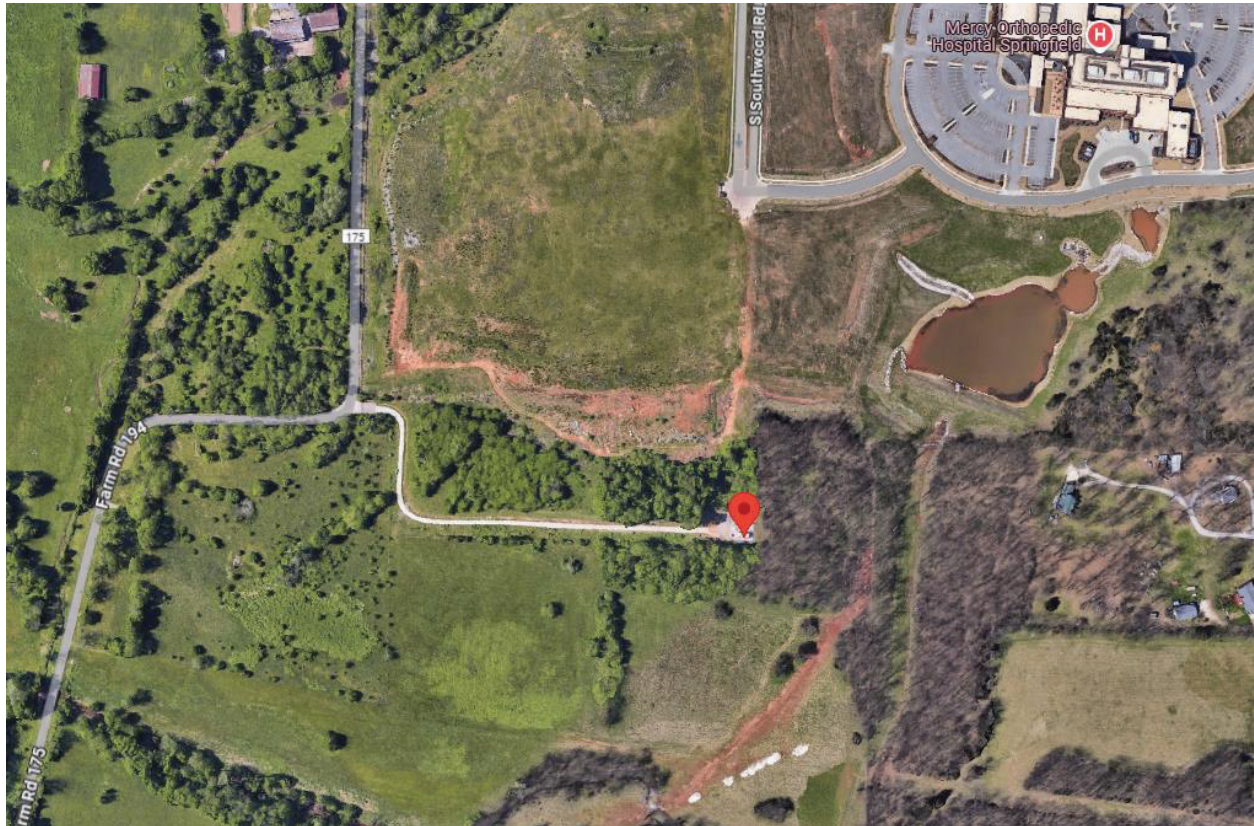
PROJECT SUMMARY:

Request to rezone approximately 10 acres generally located at 6470 South Farm Road 175 from Planned Development No. 258 to GI, Government and Institutional Use District and establishing Conditional Overlay District No. 270.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE STREETVIEW:





DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property was annexed in 2001 and zoned to Planned Development 258 in 2003.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

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

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GI
Use Limitations	(a) No landfill activities shall occur within 1,000 feet of a residential district. (b) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (c) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. (d) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
Maximum 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:



DEVELOPMENT REVIEW STAFF REPORT

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the Institutional and Employment Center placetype.

The Institutional and Employment Center placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service business, and a mix of community-orientated amenities. Student housing is also a common component. In the case of universities or colleges, along with mixed housing types located along the fringes and transitional areas, providing housing near major employers is important. Areas within this placetype act as centers of culture, education, and business development, while providing numerous employment opportunities for residents of Springfield and others from the region. As Institutional and Employment Centers provide vital jobs and services to the entire metro area, multimodal accessibility and public transit connectivity are key components of this placetype. Underutilized parcels are assembled and redeveloped into more intense supporting uses or higher density housing developments where appropriate, to increase activity within the center. Planning for Institutional and Employment Center placetype focuses on infrastructure and corridor improvements to facilitate traffic flow, multimodal connectivity, and streetscaping improvements, needed to enhance the character and connectivity of key corridors. As these centers of activity receive high volumes of visitors and commuters into the City, it is essential that the quality of development and visual appeal of the corridors remain attractive and representative of the City's desired image.

Primary Land Uses:

- Universities, colleges, and vocational schools
- Government, healthcare, and institutional facilities

Supporting Land Uses:

- Single-family detached
- Single-family attached
- Multi-family
- Parks, greenways, and open space
- Sports complexes and recreational facilities
- Office, hospitality, retail sales and service
- Maker, artisan, and innovations spaces
- Public and private schools and places of worship

Characteristics

TRANSPORTATION & 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, 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.



DEVELOPMENT REVIEW STAFF REPORT

- 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.
- The pedestrian environment is enhanced with expanded sidewalks and pedestrian infrastructure, such as benches, pedestrian-scaled lighting, and street trees.
- 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.

URBAN DESIGN - BUILDING AND SITE TYPOLOGY:

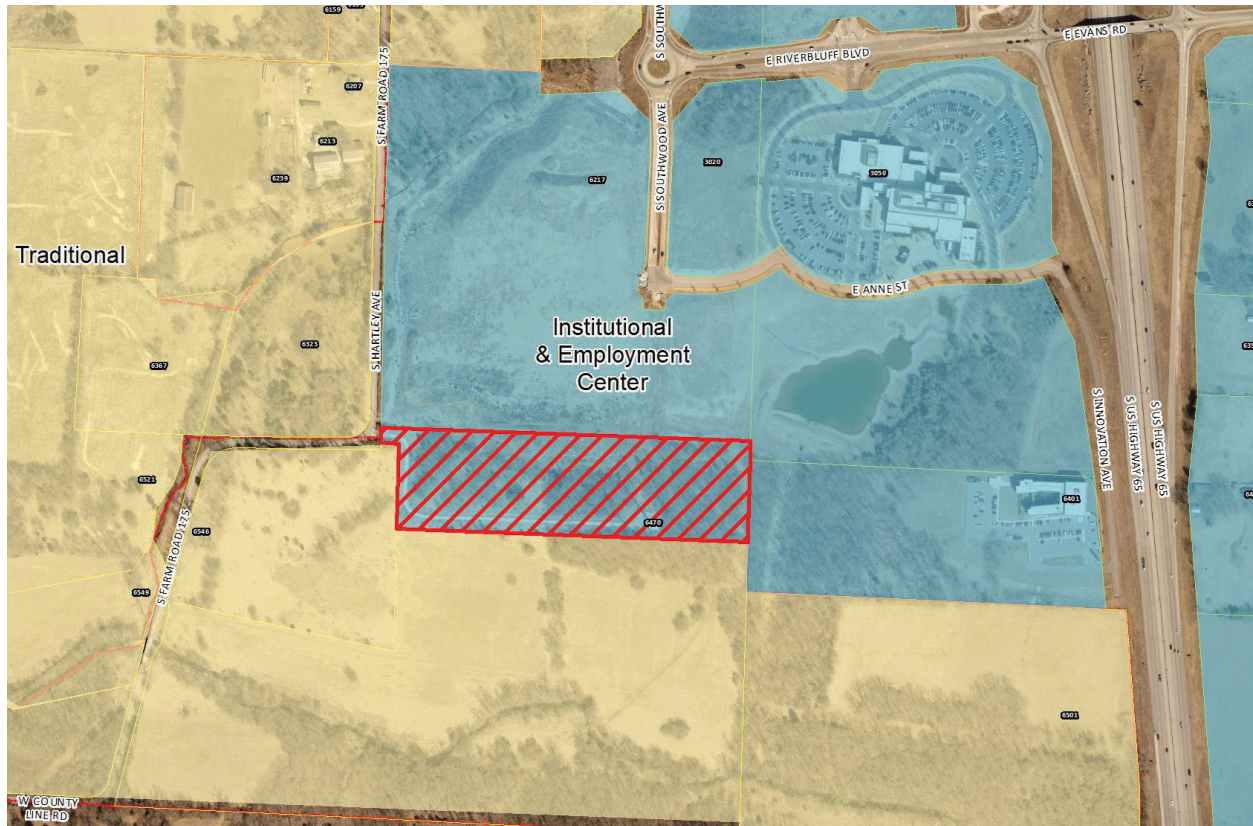
- Parking should be located behind or beside the primary buildings with abundant landscaping and screening to encourage greater interest and interaction between the adjoining street and the building, that contributes to community-wide quality of place.
- Pedestrian pathways within large parking lots provide safe access to business entrances.
- Character is enhanced by gateway features, landscaping, and branding elements, particularly within university, health care campuses, and innovation districts, to identify entry into campus areas.
- 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.
- Lighting, signage, landscaping, mail, and delivery accommodations should also be proactively incorporated into the site design.
- Multi-story buildings designed with active ground floor spaces should be visible and inviting with a high degree of transparency using clear glass windows and doors 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.
- 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.

TRANSITIONS:

- Strong connections to local universities, innovation districts, and neighborhoods are established through branding and connectivity.
- More intense institutional and employment uses and supporting uses are sufficiently separated and buffered from lower intensity residential uses.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



PLACETYPES	LAND USES													
	Single-Family Detached	Single-Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Office & Hospitality	Retail Sales & Service	Neighborhood Commercial	Major, Artisan & Innovation Spaces	Public & Private Schools & Vocational Schools	Universities, Colleges & Places of Worship	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

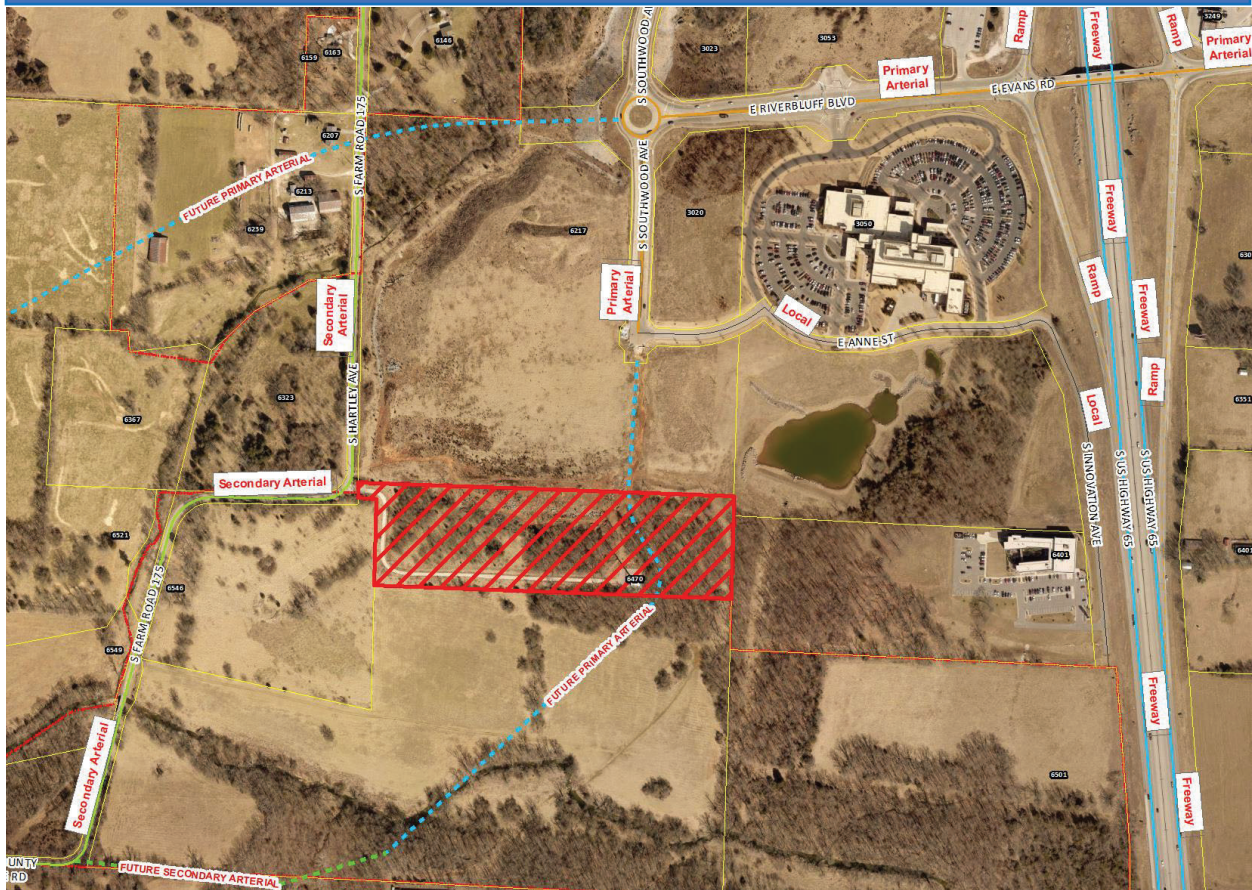
○ **Supporting Land Use:**
Less prevalent and serve to support the primary land use.

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

MAJOR THOROUGHFARE MAP:



DEVELOPMENT REVIEW STAFF REPORT



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	PD 258	County A-1	GI and GR	County A-1, PD 258
LAND USE	Undeveloped land	Undeveloped land	Undeveloped land, dental office	Undeveloped land
PLACETYPES	Institutional & Employment	Traditional Neighborhood	Institutional & Employment	Traditional Neighborhood

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with proposed rezoning. The tract west of FR 175 does not currently have access to CU water, but it could be extended as part of a future development, per CU's extension policy. All other tracts have access to CU electric & water.



DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the rezoning however we have the following comments regarding this site when it develops;

1. This property is subject to a \$0.0075 per sq. ft. trunkline connection fee. This fee is based on the area of property connecting or if the property is subdivided. These fees are typically added to the engineering and inspection fees if installing new public improvements, or to the sewer impact permit fee, whichever comes first.

FIRE DEPARTMENT:

No comments.

MODOT COMMENTS:

No apparent impact to MoDOT R/W at this time.

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 5	S. Farm Rd 175 (Hartley Ave)	Secondary Arterial	City/County	35	20	NA	No	Yes	No
Street 6	Future Southwood Avenue	Primary Arterial	City	50	0	NA	No	Yes	No

ACCESS - All new or modified driveway approaches shall comply with the accepted traffic impact study, conditional overlay district, and 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 near the property.

IMPROVEMENTS - No improvements are required for this rezoning. A Traffic Impact Study (TIS) is required at the time of development. The requirements of said study shall be incorporated in the site plan, public improvement plans, or other permits as applicable. All public improvements required for the development must be constructed or escrowed prior to approval of any building permit or plat.

The mapped future primary arterial, Southwood Avenue, shall be constructed, at a minimum, to current City of Springfield standards for a collector street with sidewalks and open ditches.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:



DEVELOPMENT REVIEW STAFF REPORT

SITE DESCRIPTION & DRAINAGE PATTERN

	Drainage Basin	Fee in Lieu for Flood Control	Fee in Lieu of Water Quality	Stream Buffer on Site	Sinkhole or Watershed	Floodplain and Floodway
6470 S Farm Road 175	Farmer Branch	No	No	No	No	No

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. Future Development on site requires Detention for Flood Control. 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.

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

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to Request to rezone approximately 10 acres generally located at 6470 South Farm Road 175 from Planned Development No. 258 to GI, Government and Institutional Use District and establishing Conditional Overlay District No. 270. The applicant, Mercy, is rezoning for future development of the subject property.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Institutional and Employment Center placetype. This placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service business, and a mix of community-orientated amenities.
3. This application is consistent with the recommended placetype which lists government, healthcare, and institutional facilities as a primary use.



DEVELOPMENT REVIEW STAFF REPORT

4. The subject property is located near one of Springfield's major intersections of Riverbluff Boulevard and U.S. Highway 65, which are classified as a primary arterial and freeway, respectively.
5. The City's Major Thoroughfare plan has a future arterial, Southwood Ave, that crosses the subject property. Southwood Avenue will be constructed at a minimum to meet the City of Springfield standards to a collector street classification with sidewalks. The proposed COD requires a traffic study at the time of development.
6. The GI district is established to apply to those lands where federal, state or local government activities are conducted, where governments hold title to such lands, and to major public and private educational and medical facilities. It is not intended to classify all lands owned by government into this district, but only those uses that are comparatively intensive or which require substantial buildings.
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. Minor developments within the vicinity have been occurring.
9. The range of uses in the proposed GI district is compatible with the uses permitted on other property in the immediate vicinity. The property to the north, south and west is zoned GI and is owned by Mercy.
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:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Institutional & Employment Center placetype and on the finding of facts above.

PLANNING AND ZONING OPTIONS:



DEVELOPMENT REVIEW STAFF REPORT

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

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



DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1

CONDITIONAL OVERLAY DISTRICT PROVISIONS NO. 270

The requirements of Section 36-401 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. Off-site improvements related directly to the intensity of development shall be required at the time of development and the dedication of the future ROW for mapped streets (future primary arterial, Southwood Avenue, and Riverbluff Boulevard). These streets shall be constructed at the time of development, at a minimum, to current City of Springfield standards for a collector street with sidewalks and open ditches. To determine the additional off-site improvements needed for the intensity of development, a traffic impact study (TIS) that is in a format acceptable to the City shall be submitted at the time of development. Development shall be approved only after the TIS is approved by the City Traffic Engineer, and only after the off-site improvements are incorporated into the approved site plan, public improvement plan, and/or other permits (as applicable). These off-site improvements shall be constructed at no cost to the City and in accordance with the requirements in Section 36-250 and applicable section of the Public Works Design Standards. All public improvements must be constructed and approved, or funds escrowed for such improvements, prior to the issuance of any building permits.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: Planned Development 258 to Government and Institutional Use
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 05/20/2025 from 4:00 PM to 6:30 PM
3. Meeting Location: River Bluff Fellowship - 2655 E Farm Rd 188, Ozark, MO 65721
4. Number of invitations that were sent: 7
5. How the mailing list was generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 1
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

- I spoke with Stephen Cox at 5920 S Belgravia Ave.
- I informed him that there were not development plans at this time and that we are rezoning the property now to set Mercy up for success when they do have a plan.
- He was concerned about traffic once development happens. He wants Evan's Rd widened and I said I would let the City/County know that.
- He really enjoys having Mercy as a neighbor to his east.
- Developer is addressing the traffic concern by providing a traffic study at the time of development.

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

None

I, Ricky Haase (print name), attest that the neighborhood meeting was held on 05/20/2025 (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."

Ricky L Haase

Signature of person completing affidavit

Ricky Haase

Printed name of person completing affidavit

Neighborhood Meeting

Mercy Property Rezoning

May 20, 2025

4:00 p.m. – 6:30 p.m.

Name	Address	Phone
Ricky Haase	550 E St Louis St	417-890-8802
Stephen Cox	5920 S. Belgrave Ave.	417-689-2684
	5920 S Belgrave Ave	



EXPLANATION TO COUNCIL BILL 2025-149 (ADIB-YAZDI)

FILED: 07/15/2025

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 4 acres of property generally located at 3023 East Riverbluff Boulevard from R-SF, Single-Family Residential District, to GI, Government and Institutional Use District; and adopting an updated Official Zoning Map. (By: Tea Properties MO II, LLC; 3023 E. Riverbluff Blvd; Z-7-2025)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, Official zoning map and rules for interpretation,' by rezoning approximately 4 acres generally located at 3023 East Riverbluff Blvd. from R-SF, Single-Family Residential District to GI, Government and Institutional Use District. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-7-2025

The applicant is requesting approximately 4 acres generally located at 3023 East Riverbluff Blvd. from R-SF, Single-Family Residential District to GI, Government and Institutional Use District. The applicant, Mercy, is rezoning for future development of the subject property.

REMARKS: The Planning and Zoning Commission held a public hearing on June 12, 2025, and recommended approval, by a vote of 6 to 0. The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Institutional and Employment Center placetype. This placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service business, and a mix of community-orientated amenities.

2. This application is consistent with the recommended placetype which lists government, healthcare, and institutional facilities as a primary use.
3. The subject property is also located near one of Springfield's major intersections of Riverbluff Boulevard (primary arterial) and U.S. Highway 65 (freeway) and the intersection of Riverbluff and Southwood which are classified as a primary arterials.
4. The GI district is established to apply to those lands where federal, state or local government activities are conducted, where governments hold title to such lands, and to major public and private educational and medical facilities. It is not intended to classify all lands owned by government into this district, but only those uses that are comparatively intensive or which require substantial buildings.
5. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.
6. There are few changing conditions in the area affected that make the proposed rezoning necessary. Development of property within the vicinity has been occurring, including an orthopedic hospital.
7. The range of uses in the proposed GI district is compatible with the uses permitted on other property in the immediate vicinity. The property to the south is zoned GI and is owned by Mercy.
8. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.
9. The impact 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.
10. The proposed zoning will not correct an error in the application of this article but rather will provide a viable use of the property subject to the provisions of the zoning district.
11. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION: Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Institutional & Employment Center placetype and on the finding of facts above.



Submitted By: Daniel Neal, Senior City Planner

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

Attachments:

1. Z-7-2025 - 3023 E. Riverbluff Blvd.
2. Z-7-2025_exhA
3. Z-7-2025_exhB
4. Z-7-2025_exhC

One-rdg. _____
P. Hrngs. X
Pgs. 21
Filed: 07-08-25

Sponsored by: Adib-Yazdi

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-149

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 4 acres of property generally located at 3023 East Riverbluff
4 Boulevard from R-SF, Single-Family Residential District, to GI,
5 Government and Institutional Use District; and adopting an updated
6 Official Zoning Map.
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 3023 East Riverbluff Boulevard from R-SF, Single-Family
11 Residential District, to GI, Government and Institutional Use District; and
12

13 WHEREAS, following proper notice, the Planning and Zoning Commission held a
14 public hearing on June 12, 2025, a copy of the Record of Proceedings from said public
15 hearing being attached hereto and incorporated herein by this reference as "Exhibit B,"
16 and said Commission made a recommendation of approval by a vote of 6 to 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 3023 East Riverbluff Boulevard and
29 described in "Exhibit A," which is attached hereto and incorporated herein by this
30 reference, is hereby rezoned from R-SF, Single-Family Residential District, to GI,
31 Government and Institutional Use District. Springfield Land Development Code, Section
32 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed,
33 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: *Natalia L. Davis*, Assistant City Attorney

Approved for Council action: _____, City Manager

EXHIBIT A
LEGAL DESCRIPTION

ALL OF THAT PART OF THE FOLLOWING DESCRIBED TRACT LYING NORTH OF E. RIVERBLUFF BLVD. AND EAST OF S. SOUTHWOOD AVE.

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 TRACT OF LAND DESCRIBED AS TRACT III 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:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, IN TOWNSHIP 28 NORTH, RANGE 21 WEST, GREENE COUNTY, MISSOURI, SAID POINT BEING THE SOUTHEAST CORNER OF THE TRACT OF LAND DESCRIBED AS TRACT III IN THE WARRANTY DEED DULY RECORDED IN THE GREENE COUNTY RECORDER'S OFFICE IN BOOK 2726, AT PAGE 179, SAID POINT BEING THE 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 CORNER 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 A POINT IN THE SAME; 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 IN THE WEST LINE OF SAID TRACT III; THENCE NORTH 02 DEGREES 28 MINUTES 07 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 22.80 FEET TO THE NORTHWEST CORNER

THEREOF, SAID POINT BEING IN THE NORTH LINE OF SAID QUARTER QUARTER; THENCE ALONG SAID NORTH LINE SOUTH 87 DEGREES 31 MINUTES 53 SECONDS EAST, A DISTANCE OF 544.76 FEET TO A POINT IN THE MISSOURI DEPARTMENT OF TRANSPORTATION WEST RIGHT-OF-WAY LINE OF EVANS ROAD, AS NOW ESTABLISHED; THENCE DEPARTING SAID NORTH LINE SOUTH 02 DEGREES 28 MINUTES 07 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 24.89 FEET TO A POINT IN THE SOUTH LINE OF SAID EVANS ROAD RIGHT-OF-WAY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH 79 DEGREES 22 MINUTES 49 SECONDS EAST, A DISTANCE OF 178.62 FEET TO A POINT IN THE SAME; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH 87 DEGREES 17 MINUTES 15 SECONDS EAST, A DISTANCE OF 70.26 FEET TO A POINT IN THE EAST LINE OF SAID QUARTER QUARTER; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE SOUTH 01 DEGREES 34 MINUTES 34 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 1,268.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 395,142 SQUARE FEET OR 9.071 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.

EXHIBIT B
RECORD OF PROCEEDINGS
Planning and Zoning Commission – June 12, 2025

COMMISSION ACTION: (combine presentation for Z-4-2025 COD 269, Z-5-2025, Z-6-2025 COD 270, Z-7-2025, and Z-8-2025 but with five separate votes)

Planning and Zoning Commissioner Knuckles moved to combine presentations for Z-4-2025 COD 269, Z-5-2025, Z-6-2025 COD 270, Z-7-2025, and Z-8-2025; Commissioner Scott seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Pauly, Commissioner Gunther, and Commissioner Knuckles. Nays: None. Absent: Commissioner Ridge, Commissioner Hunton, and Commissioner Lebeck. Abstain: None.

Z-7-2025

3023 East Riverbluff Boulevard

Applicant: Tea Properties MO II LLC

Mr. Sparlin states that this is a request to rezone approximately 4 acres from R-SF, Single-Family Residential District to GI, Government and Institutional Use District.

Mr. Doennig opened the public hearing.

Mr. Ricky Haase, 550 E. St. Louis stated that he is representing Mercy Hospital, and they decided to rezone their properties in the area to get them cleaned up for long term use before the remapping is completed and they have no intention of ever selling these properties.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commissioner Scott moved to approve Z-7-2025; Commissioner Pauly seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Pauly, Commissioner Gunther, and Commissioner Knuckles. Nays: None. Absent: Commissioner Ridge, Commissioner Hunton, and Commissioner Lebeck. Abstain: None.



Bob Hosmer, AICP
Planning Manager



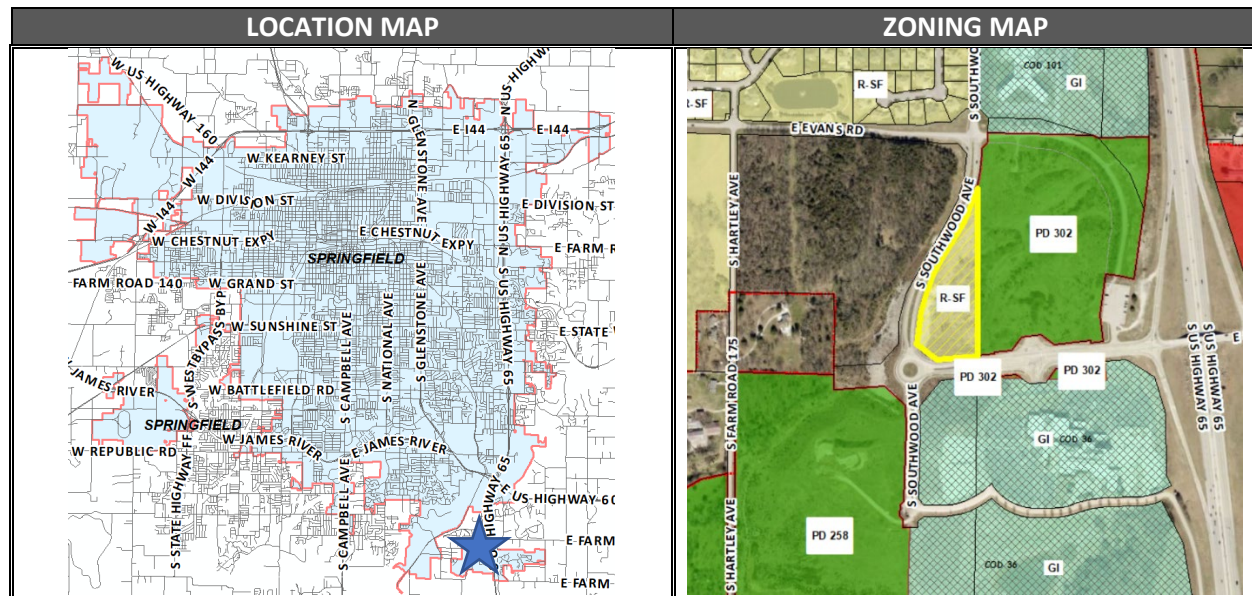
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-7-2025
Location:	3023 E. Riverbluff Blvd.
Total Acres:	4 acres
Applicant:	Tea Properties MO II, LLC
Existing Land Use:	Undeveloped land
Neighborhood Meeting:	May 20, 2025
Planning and Zoning Commission:	June 12, 2025
City Council:	July 14, 2025
Public Notification:	Mail, posted property, and legal in Springfield News-Leader
Staff:	Daniel Neal, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-7-2025 (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

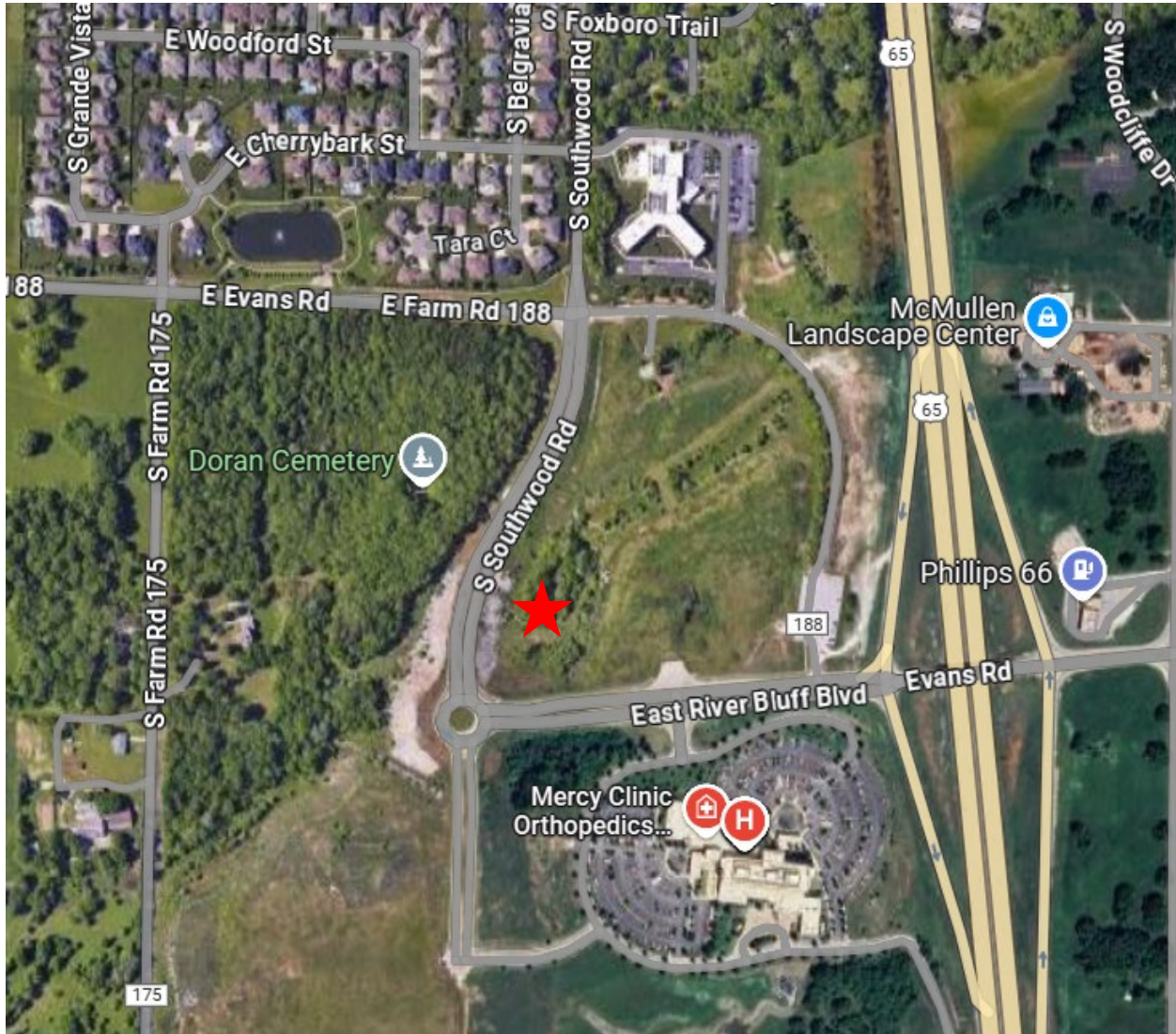
PROJECT SUMMARY:

Request to rezone approximately 4 acres generally located at 3023 East Riverbluff Blvd. from R-SF, Single-Family Residential District to GI, Government and Institutional Use District.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE STREETVIEW:



DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property was annexed and rezoned to R-SF in 2015.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

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

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GI
Use Limitations	(a) No landfill activities shall occur within 1,000 feet of a residential district. (b) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (c) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. (d) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
Maximum 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:

DEVELOPMENT REVIEW STAFF REPORT

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the Institutional and Employment Center placetype.

The Institutional and Employment Center placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service business, and a mix of community-orientated amenities. Student housing is also a common component. In the case of universities or colleges, along with mixed housing types located along the fringes and transitional areas, providing housing near major employers is important. Areas within this placetype act as centers of culture, education, and business development, while providing numerous employment opportunities for residents of Springfield and others from the region. As Institutional and Employment Centers provide vital jobs and services to the entire metro area, multimodal accessibility and public transit connectivity are key components of this placetype. Underutilized parcels are assembled and redeveloped into more intense supporting uses or higher density housing developments where appropriate, to increase activity within the center. Planning for Institutional and Employment Center placetype focuses on infrastructure and corridor improvements to facilitate traffic flow, multimodal connectivity, and streetscaping improvements, needed to enhance the character and connectivity of key corridors. As these centers of activity receive high volumes of visitors and commuters into the City, it is essential that the quality of development and visual appeal of the corridors remain attractive and representative of the City's desired image.

Primary Land Uses:

- Universities, colleges, and vocational schools
- Government, healthcare, and institutional facilities

Supporting Land Uses:

- Single-family detached
- Single-family attached
- Multi-family
- Parks, greenways, and open space
- Sports complexes and recreational facilities
- Office, hospitality, retail sales and service
- Maker, artisan, and innovations spaces
- Public and private schools and places of worship

Characteristics

TRANSPORTATION & 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, 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.

DEVELOPMENT REVIEW STAFF REPORT

- 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.
- The pedestrian environment is enhanced with expanded sidewalks and pedestrian infrastructure, such as benches, pedestrian-scaled lighting, and street trees.
- 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.

URBAN DESIGN - BUILDING AND SITE TYPOLOGY:

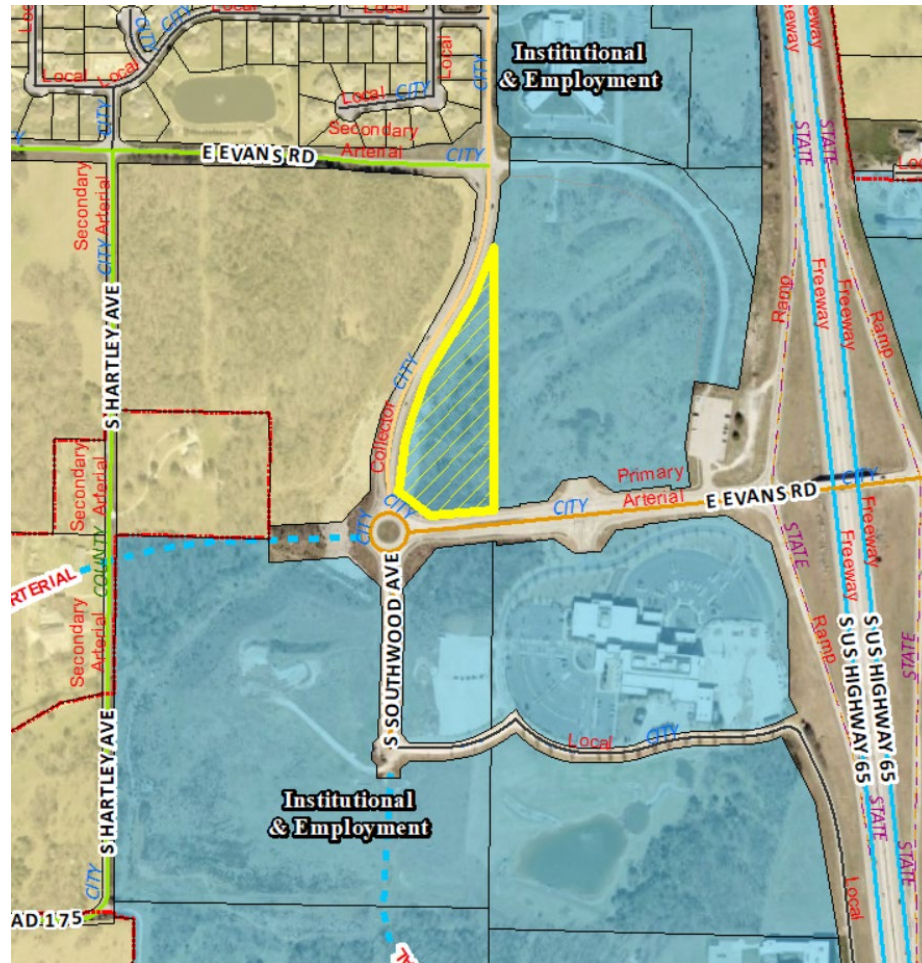
- Parking should be located behind or beside the primary buildings with abundant landscaping and screening to encourage greater interest and interaction between the adjoining street and the building, that contributes to community-wide quality of place.
- Pedestrian pathways within large parking lots provide safe access to business entrances.
- Character is enhanced by gateway features, landscaping, and branding elements, particularly within university, health care campuses, and innovation districts, to identify entry into campus areas.
- 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.
- Lighting, signage, landscaping, mail, and delivery accommodations should also be proactively incorporated into the site design.
- Multi-story buildings designed with active ground floor spaces should be visible and inviting with a high degree of transparency using clear glass windows and doors 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.
- 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.

TRANSITIONS:

- Strong connections to local universities, innovation districts, and neighborhoods are established through branding and connectivity.
- More intense institutional and employment uses and supporting uses are sufficiently separated and buffered from lower intensity residential uses.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:



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

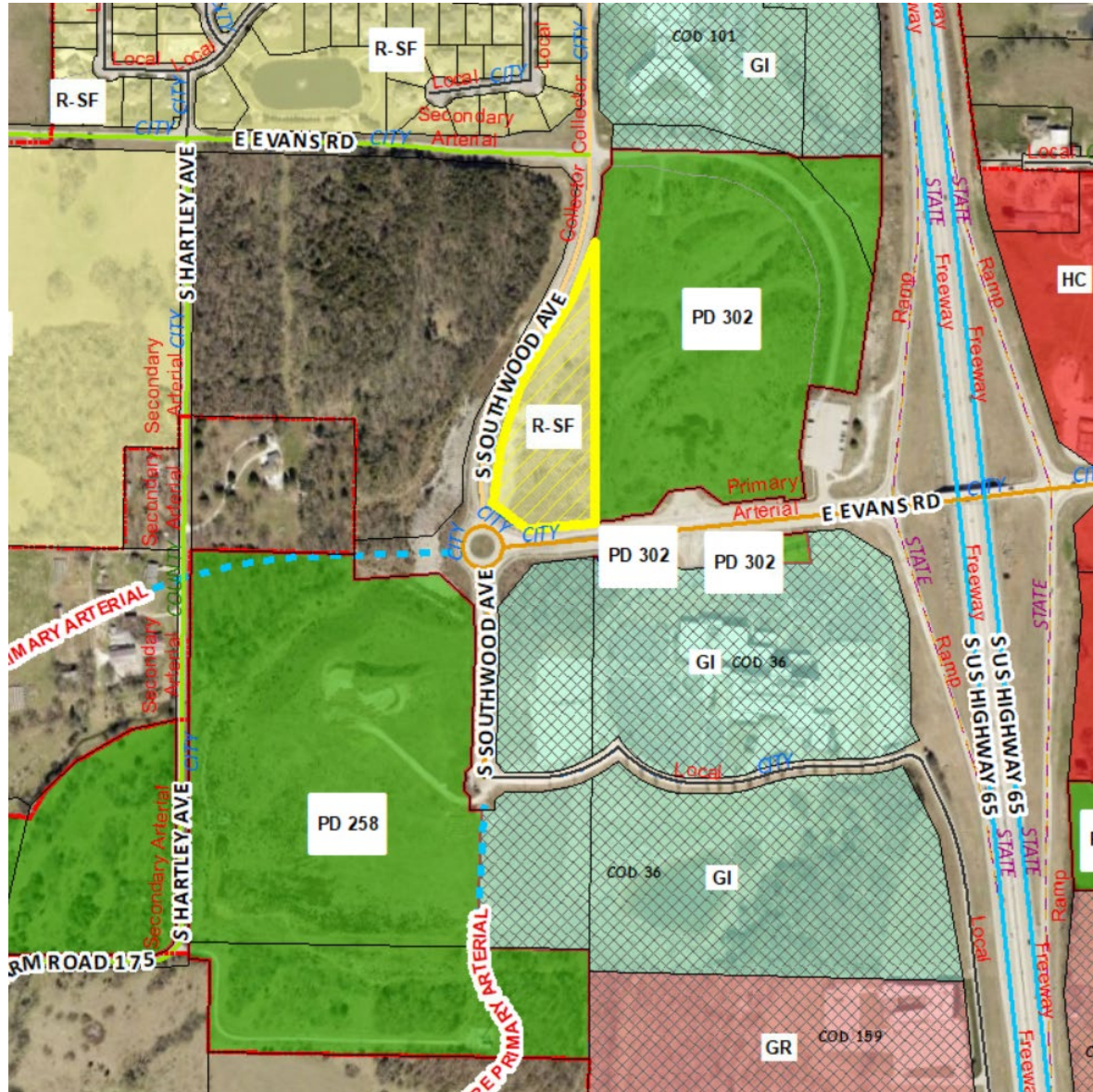
● **Primary Land Use:**
More prominent and play a pivotal role in characterizing that placetype

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

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

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	County R-1	GI COD 36	PD 302	R-SF
LAND USE	Single-family	Vacant/undeveloped	Vacant/undeveloped	Single-family and vacant land
PLACETYPES	Traditional Neighborhood	Institutional & Employment	Institutional & Employment	Traditional Neighborhood

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with proposed rezoning. The tract west of FR 175 does not currently have access to CU water, but it could be extended as part of a future development, per CU's extension policy. All other tracts have access to CU electric & water.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the rezoning however we have the following comments regarding this site when it develops:

1. This property is subject to a \$0.0075 per sq. ft. trunkline connection fee. This fee is based on the area of property connecting or if the property is subdivided. These fees are typically added to the engineering and inspection fees if installing new public improvements, or to the sewer impact permit fee, whichever comes first.

FIRE DEPARTMENT:

No comments.

MODOT COMMENTS:

No apparent impact to MoDOT R/W at this time.

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	S. Southwood Avenue	Collector	City	30	40	NA	No	Yes	Yes
Street 2	E. Riverbluff Boulevard	Primary Arterial	City	50	60	NA	No	Yes	Yes

ACCESS - All new or modified driveway approaches shall comply with current City of Springfield standards for the street classification.

- No direct access will be allowed to Riverbluff Boulevard.
- One (1) access will be allowed to Southwood Avenue directly across from the existing median opening.

DEVELOPMENT REVIEW STAFF REPORT

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

IMPROVEMENTS - No improvements are required for this rezoning. A Traffic Impact Study (TIS) may be required at the time of development. The requirements of said study shall be incorporated in the site plan, public improvement plans, or other permits as applicable. All public improvements required for the development must be constructed or escrowed prior to approval of any building permit or plat.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

	Drainage Basin	Fee in Lieu for Flood Control	Fee in Lieu for Water Quality	Stream Buffer on Site	Sinkhole or Watershed	Floodplain and Floodway
6217 S Southwood Ave	Farmer Branch	No	No	Yes	No	No

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. Future Development on site requires Detention for Flood Control. 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. Downstream properties are within Greene and Christian County. The Farmers Branch stream has only partial floodway on the tributary from this property.

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

DEVELOPMENT REVIEW STAFF REPORT

NATURAL CHANNEL & STREAM BUFFERS

1. A Category D Small Tributary stream is located on the Property. A Stream Buffer area is required to be dedicated in a Stream Buffer Easement or on a Subdivision Plat. The stream buffer is minimum 60 feet wide with 30 feet wide buffer from top-of-bank on both sides.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to approximately 4 acres generally located at 3023 East Riverbluff Blvd. from R-SF, Single-Family Residential District to GI, Government and Institutional Use District. The applicant, Mercy, is rezoning for future development of the subject property.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Institutional and Employment Center placetype. This placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service business, and a mix of community-orientated amenities.
3. This application is consistent with the recommended placetype which lists government, healthcare, and institutional facilities as a primary use.
4. The subject property is also located near one of Springfield's major intersections of Riverbluff Boulevard (primary arterial) and U.S. Highway 65 (freeway) and the intersection of Riverbluff and Southwood which are classified as a primary arterial's.
5. The GI district is established to apply to those lands where federal, state or local government activities are conducted, where governments hold title to such lands, and to major public and private educational and medical facilities. It is not intended to classify all lands owned by government into this district, but only those uses that are comparatively intensive or which require substantial buildings.
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. Development of property within the vicinity has been occurring including an orthopedic hospital.
8. The range of uses in the proposed GI district is compatible with the uses permitted on other property in the immediate vicinity. The property to the south is zoned GI and is owned by Mercy.
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.

DEVELOPMENT REVIEW STAFF REPORT

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.
12. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Institutional & Employment Center 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: Residential Single Family to Government and Institutional Use
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 05/20/2025 from 4:00 PM to 6:30 PM
3. Meeting Location: River Bluff Fellowship - 2655 E Farm Rd 188, Ozark, MO 65721
4. Number of invitations that were sent: 9
5. How the mailing list was generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 1
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

- I spoke with Stephen Cox at 5920 S Belgravia Ave.
- I informed him that there were not development plans at this time and that we are rezoning the property now to set Mercy up for success when they do have a plan.
- He was concerned about traffic once development happens. He wants Evan's Rd widened and I said I would let the City/County know that.
- He really enjoys having Mercy as a neighbor to his east.
- Developer is addressing the traffic concern by providing a traffic study at the time of development.

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

None

I, Ricky Haase (print name), attest that the neighborhood meeting was held on 05/20/2025 (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."

Ricky L Haase

Signature of person completing affidavit

Ricky Haase

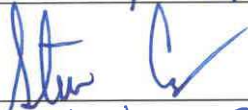
Printed name of person completing affidavit

Neighborhood Meeting

Mercy Property Rezoning

May 20, 2025

4:00 p.m. – 6:30 p.m.

Name	Address	Phone
Ricky Haase	550 E St Louis St	417-890-8802
 Stephen Cox	5920 S. Belgravia Ave. 5920 S Belgravia Ave	417-689-2684

EXPLANATION TO COUNCIL BILL 2025-150 (ADIB-YAZDI)

FILED: 07/15/2025

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 42 acres of property generally located at 3020, 3050, and 3053 East Riverbluff Boulevard from Planned Development No. 302 and GI, Government and Institutional Use District with Conditional Overlay District No. 36, to GI, Government and Institutional Use District; and adopting an updated Official Zoning Map. (By: Tea Properties MO I, LLC and Mercy Health Springfield Communities; 6323 S. Hartley Avenue; 3020, 3050 & 3053 E. Riverbluff Blvd; Z-8-2025).

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 42 acres generally located at 3020, 3050 & 3053 East Riverbluff Blvd. from Planned Development No. 302 and GI, Government and Institutional Use District with COD No. 36 to GI, Government and Institutional Use District. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:**ZONING CASE NUMBER Z-8-2025**

The applicant is requesting to rezone approximately 42 acres generally located at 3020, 3050 & 3053 East Riverbluff Blvd. from Planned Development No. 302 and GI, Government and Institutional Use District with COD No. 36 to GI, Government and Institutional Use District. The applicant, Mercy, is rezoning for future healthcare and institutional development of the subject properties.

REMARKS: The Planning and Zoning Commission held a public hearing on June 12, 2025, and recommended approval, by a vote of 6 to 0. The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Institutional and Employment Center placetype. This placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small

commercial sales and service business, and a mix of community-orientated amenities.

2. This application is consistent with the recommended placetype which lists government, healthcare, and institutional facilities as a primary use.
3. The subject property is located at one of Springfield's major intersections of Riverbluff Boulevard and U.S. Highway 65, which are classified as a primary arterial and freeway, respectively.
4. The proposed COD requires a traffic study at the time of development. This will replace the existing Planned Development 302 which allows GR, O-1 and R-LD District uses with roadway improvements and GI with COD 36 which requires a developer's agreement for the construction of Riverbluff Blvd. to Southwood Ave. prior to development which has been satisfied.
5. The GI district is established to apply to those lands where federal, state or local government activities are conducted, where governments hold title to such lands, and to major public and private educational and medical facilities. It is not intended to classify all lands owned by government into this district, but only those uses that are comparatively intensive or which require substantial buildings.
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. Development of property within the vicinity has been occurring including an orthopedic hospital.
8. The range of uses in the proposed GI district is compatible with the uses permitted on other property in the immediate vicinity. The property to the north and south is zoned GI and is owned by Mercy.
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.



12. 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 Institutional & Employment Center placetype and on the finding of facts above.

Submitted By: Daniel Neal, Senior City Planner

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

- Attachments:**
1. Z-8-2025 - 3053 E. Riverbluff Blvd.
 2. Z-8-2025_exhA
 3. Z-8-2025_exhB
 4. Z-8-2025_exhC

One-rdg. _____
P. Hrngs. X
Pgs. 22
Filed: 07-08-25

Sponsored by: Adib-Yazdi

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-150

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 42 acres of property generally located at 3020, 3050, and 3053
4 East Riverbluff Boulevard from Planned Development No. 302 and
5 GI, Government and Institutional Use District with Conditional
6 Overlay District No. 36, to GI, Government and Institutional Use
7 District; and adopting an updated Official Zoning Map.
8
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 3020, 3050, and 3053 East Riverbluff Boulevard from Planned
12 Development No. 302 and GI, Government and Institutional Use District with
13 Conditional Overlay District No. 36, to GI, Government and Institutional Use District; and
14

15 WHEREAS, following proper notice, the Planning and Zoning Commission held a
16 public hearing on June 12, 2025, a copy of the Record of Proceedings from said public
17 hearing being attached hereto and incorporated herein by this reference as "Exhibit B,"
18 and said Commission made a recommendation of approval by a vote of 6 to 0; and
19

20 WHEREAS, the City has reviewed the applicant's request and prepared a staff
21 report concerning the application, which is attached hereto and incorporated herein by
22 this reference as "Exhibit C"; and
23

24 WHEREAS, proper notice was given of a public hearing before City Council, and
25 said hearing was held in accordance with the law.
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 property generally located at 3020, 3050, and 3053 East
31 Riverbluff Boulevard and described in "Exhibit A," which is attached hereto and
32 incorporated herein by this reference, is hereby rezoned from Planned Development
33 No. 302 and GI, Government and Institutional Use District with Conditional Overlay No.

34 36 to GI, Government and Institutional Use District. Springfield Land Development
35 Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby
36 amended, changed, and modified consistent with this Ordinance.
37

38 Section 2 – City Council hereby directs the City Manager, or designee, to update
39 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
40 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
41 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
42 rules of interpretation.'
43

44 Section 3 – The Official Zoning Map herein adopted shall be maintained and
45 archived in the same digital form in which this Council has approved its adoption.
46

47 Section 4 – This Ordinance shall be in full force and effect from and after
48 passage.
49

50 Passed at meeting: _____
51

52 _____
53 Mayor
54

55 Attest: _____, City Clerk
56

57 Filed as Ordinance: _____
58

59 *Laura Vales*
60 Approved as to form: _____, Assistant City Attorney
61

62 
63 Approved for Council action: _____, City Manager

EXHIBIT A
LEGAL DESCRIPTION

ALL OF THAT PART OF THE FOLLOWING DESCRIBED TRACT LYING NORTH OF E. RIVERBLUFF BLVD.

THAT CERTAIN PARCEL OR TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY- EIGHT (28), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-ONE (21), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION TWENTY-EIGHT (28); THENCE NORTH 01°33' 11" EAST A DISTANCE OF 1270.60 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF FARM ROAD #188; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) DESCRIBED COURSES; THENCE SOUTH 89°05'07" EAST A DISTANCE OF 109.97 FEET; THENCE SOUTH 84°31'27" EAST A DISTANCE OF 157.19 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE RIGHT; THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 98°12'46", AN ARC DISTANCE OF 754.22 FEET ALONG A CHORD BEARING SOUTH 39°58'00" EAST; THENCE SOUTH 07°24'16" WEST A DISTANCE OF 421.05 FEET TO AN EXISTING RIGHT-OF-WAY MARKER; THENCE SOUTH 05°10'17" EAST A DISTANCE OF 361.82 FEET; THENCE NORTH 87°13'01" WEST A DISTANCE OF 707.34 FEET TO THE POINT OF BEGINNING. AND ALSO, ALL THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 21 WEST, GREENE COUNTY, MISSOURI, BEING A PART OF THE VACATED FARM ROAD 188, A.K.A. EVANS ROAD, RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" IRON BAR MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 21 WEST, GREENE COUNTY, MISSOURI; THENCE SOUTH 87 DEGREES 18 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER QUARTER, A DISTANCE OF 45.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 87 DEGREES 18 MINUTES 01 SECONDS EAST, A DISTANCE OF 577.66 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF FARM ROAD 188, A.K.A. EVANS ROAD, AS NOW ESTABLISHED; THENCE SOUTH 71 DEGREES 14 MINUTES 41 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 22.82 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE SOUTH 40 DEGREES 20 MINUTES 06 SECONDS EAST, A DISTANCE OF 259.16 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE SOUTH 19 DEGREES 53 MINUTES 40 SECONDS EAST, A DISTANCE OF 209.62 FEET TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 65, AS NOW ESTABLISHED; THENCE SOUTH 84 DEGREES 55 MINUTES 28 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 32.07 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 10

DEGREES 17 MINUTES 11 SECONDS WEST, A DISTANCE OF 368.83 FEET;
THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE NORTH 79
DEGREES 04 MINUTES 29 SECONDS WEST, A DISTANCE OF 117.65 FEET;
THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE NORTH 08 DEGREES 53
MINUTES 57 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID
FARM ROAD 188. A DISTANCE OF 207.93 FEET TO A POINT OF CURVATURE;
THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE ALONG A
TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 402.50 FEET AND AN
INTERNAL ANGLE OF 98 DEGREES 12 MINUTES 46 SECONDS, A DISTANCE OF
689.94 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF SAID FARM
ROAD 188; THENCE NORTH 78 DEGREES 13 MINUTES 23 SECONDS WEST
ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 158.68 FEET;
THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 87
DEGREES 17 MINUTES 15 SECONDS WEST, A DISTANCE OF 127.58 FEET;
THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE NORTH 02 DEGREES 42
MINUTES 45 SECONDS EAST, A DISTANCE OF 50.52 FEET TO THE POINT OF
BEGINNING, AND CONTAINING 151,457 SQUARE FEET OR 3.477 ACRES OF
LAND, MORE OR LESS. AND ALSO, THAT CERTAIN PARCEL OR TRACT OF LAND
LOCATED IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY- EIGHT
(28), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-ONE (21), BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF
THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-EIGHT (28), THENCE
NORTH 01°33'11" EAST A DISTANCE OF 1322.20 FEET TO AN EXISTING IRON PIN;
THENCE SOUTH 87°19'29" EAST A DISTANCE OF 625.75 FEET; THENCE SOUTH
02°40'31" WEST A DISTANCE OF 5.25 FEET FOR A POINT OF BEGINNING;
THENCE SOUTH 87°41'12" EAST A DISTANCE OF 295.76 FEET TO A POINT ON
THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY #65; THENCE ALONG SAID
WEST RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) DESCRIBED COURSES;
THENCE SOUTH 00° 44' 46" WEST A DISTANCE OF 174.61 FEET; THENCE SOUTH
09°03'19" WEST A DISTANCE OF 215.89 FEET TO A POINT ON THE EAST RIGHT-
OF-WAY LINE OF FARM ROAD 188; THENCE ALONG SAID EAST RIGHT-OF-WAY
THE FOLLOWING FIVE (5) DESCRIBED COURSES; THENCE NORTH 18°15'14"
WEST A DISTANCE OF 198.09 FEET; THENCE NORTH 39°04'49" WEST A
DISTANCE OF 211.21 FEET; THENCE NORTH 80°05'31" WEST A DISTANCE OF
8.87 FEET; THENCE NORTH 40°35'55" WEST A DISTANCE OF 52.32 FEET;
THENCE NORTH 73°15'13" WEST A DISTANCE OF 22.24 FEET TO THE POINT OF
BEGINNING. AND ALSO, ALL OF LOT 1 IN THE FINAL PLAT OF MERCY
ORTHOPEDIC HOSPITAL RECORDED IN THE GREENE COUNTY RECORDERS
OFFICE IN BOOK 2014 AT PAGE 012768-14 PLAT BOOK AAA-314. AND ALSO, ALL
OF LOT 2 IN THE FINAL PLAT OF MERCY COMMONS PHASE 1 RECORDED IN
THE GREENE COUNTY RECORDERS OFFICE IN BOOK 2013 AT PAGE 036180-13
PLAT BOOK AAA-280.

EXHIBIT B
RECORD OF PROCEEDINGS
Planning and Zoning Commission – June 12, 2025

COMMISSION ACTION: (combine presentation for Z-4-2025 COD 269, Z-5-2025, Z-6-2025 COD 270, Z-7-2025, and Z-8-2025 but with five separate votes)

Planning and Zoning Commissioner Knuckles moved to combine presentations for Z-4-2025 COD 269, Z-5-2025, Z-6-2025 COD 270, Z-7-2025, and Z-8-2025; Commissioner Scott seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Pauly, Commissioner Gunther, and Commissioner Knuckles. Nays: None. Absent: Commissioner Ridge, Commissioner Hunton, and Commissioner Lebeck. Abstain: None.

Z-8-2025

3020, 3050 & 3053 East Riverbluff Boulevard

Applicant: Tea Properties MO I LLC

Mr. Sparlin states that this is a request to rezone approximately 42 acres from Planned Development No. 302 and GI, Government and Institutional Use District with COD No. 36 to GI, Government and Institutional Use District.

Mr. Doennig opened the public hearing.

Mr. Ricky Haase, 550 E. St. Louis stated that he is representing Mercy Hospital, and they decided to rezone their properties in the area to get them cleaned up for long term use before the remapping is completed and they have no intention of ever selling these properties.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commissioner Pauly moved to approve Z-8-2025; Commissioner Scott seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Pauly, Commissioner Gunther, and Commissioner Knuckles. Nays: None. Absent: Commissioner Ridge, Commissioner Hunton, and Commissioner Lebeck. Abstain: None.



Bob Hosmer, AICP
Planning Manager



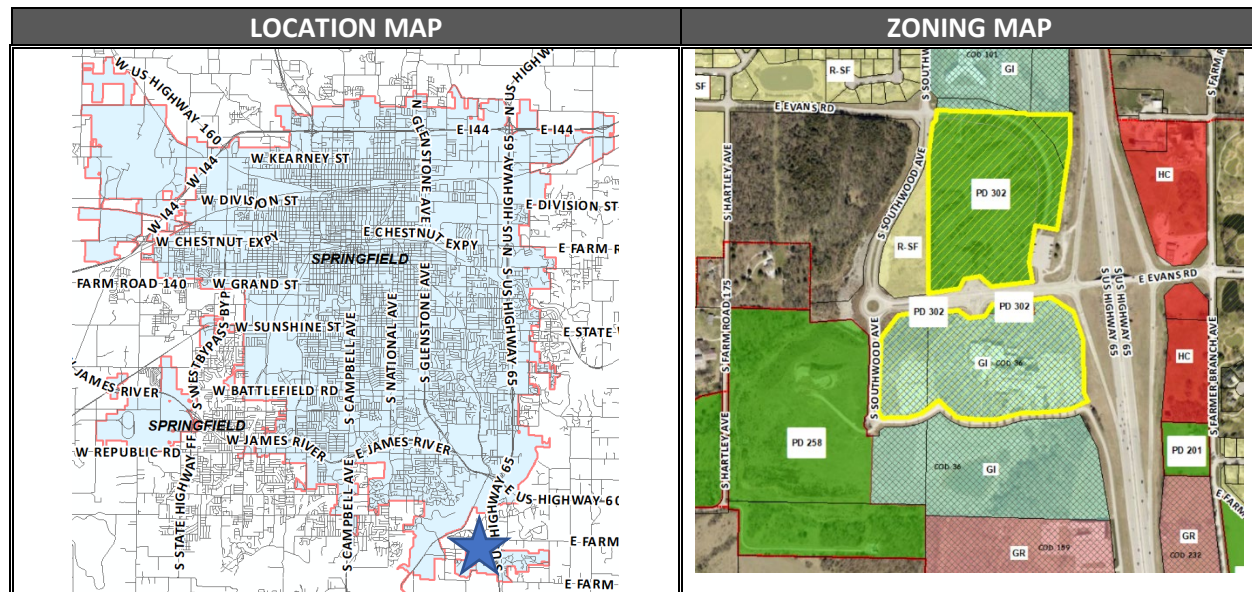
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

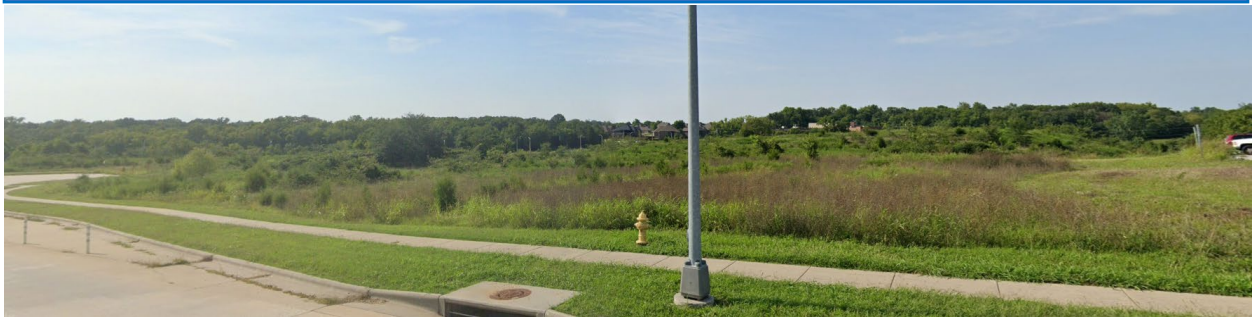
Case Number:	Z-8-2025
Location:	3020, 3050 & 3053 E. Riverbluff Blvd.
Total Acres:	42 acres
Applicant:	Tea Properties MO I, LLC and Mercy Health Springfield Communities
Existing Land Use:	Mercy Orthopedic Hospital and undeveloped land
Neighborhood Meeting:	May 20, 2025
Planning and Zoning Commission:	June 12, 2025
City Council:	July 14, 2025
Public Notification:	Mail, posted property, and legal in Springfield News-Leader
Staff:	Daniel Neal, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-8-2025 (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 42 acres generally located at 3020, 3050 & 3053 East Riverbluff Blvd. from Planned Development No. 302 and GI, Government and Institutional Use District with COD No. 36 to GI, Government and Institutional Use District.



DEVELOPMENT REVIEW STAFF REPORT



PROPERTY HISTORY:

The subject property north of Riverbluff Blvd. and a small sliver south was annexed and rezoned to PD 302 in 2006. The subject property south of Riverbluff Blvd. was rezoned to GI with COD No. 36 in 2010.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

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

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GI
Use Limitations	(a) No landfill activities shall occur within 1,000 feet of a residential district. (b) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards.

DEVELOPMENT REVIEW STAFF REPORT

	(c)No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code. (d)Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22).
Maximum 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 Institutional and Employment Center placetype.

The Institutional and Employment Center placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service business, and a mix of community-orientated amenities. Student housing is also a common component. In the case of universities or colleges, along with mixed housing types located along the fringes and transitional areas, providing housing near major employers is important. Areas within this placetype act as centers of culture, education, and business development, while providing numerous employment opportunities for residents of Springfield and others from the region. As Institutional and Employment Centers provide vital jobs and services to the entire metro area, multimodal accessibility and public transit connectivity are key components of this placetype. Underutilized parcels are assembled and redeveloped into more intense supporting uses or higher density housing developments where appropriate, to increase activity within the center. Planning for Institutional and Employment Center placetype focuses on infrastructure and corridor improvements to facilitate traffic flow, multimodal connectivity, and streetscaping improvements, needed to enhance the character and connectivity of key corridors. As these centers of activity receive high volumes of visitors and commuters into the City, it is essential that the quality of development and visual appeal of the corridors remain attractive and representative of the City's desired image.

Primary Land Uses:

- Universities, colleges, and vocational schools
- Government, healthcare, and institutional facilities

Supporting Land Uses:

- Single-family detached
- Single-family attached
- Multi-family
- Parks, greenways, and open space
- Sports complexes and recreational facilities

DEVELOPMENT REVIEW STAFF REPORT

- Office, hospitality, retail sales and service
- Maker, artisan, and innovations spaces
- Public and private schools and places of worship

Characteristics

TRANSPORTATION & 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, 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.
- The pedestrian environment is enhanced with expanded sidewalks and pedestrian infrastructure, such as benches, pedestrian-scaled lighting, and street trees.
- 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.

URBAN DESIGN - BUILDING AND SITE TYPOLOGY:

- 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.
- Character is enhanced by gateway features, landscaping, and branding elements, particularly within university, health care campuses, and innovation districts, to identify entry into campus areas.
- 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.
- Lighting, signage, landscaping, mail, and delivery accommodations should also be proactively incorporated into the site design.
- Multi-story buildings designed with active ground floor spaces should be visible and inviting with a high degree of transparency using clear glass windows and doors 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.
- 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.

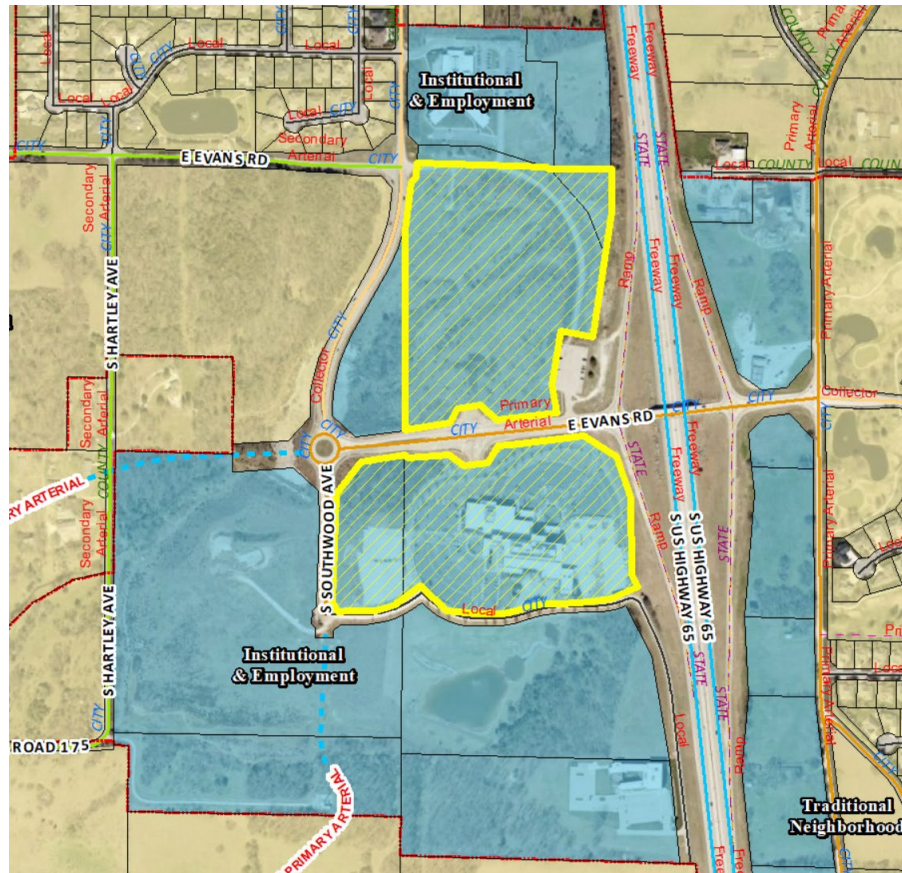
DEVELOPMENT REVIEW STAFF REPORT

TRANSITIONS:

- Strong connections to local universities, innovation districts, and neighborhoods are established through branding and connectivity.
- More intense institutional and employment uses and supporting uses are sufficiently separated and buffered from lower intensity residential uses.

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

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

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

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

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	GI COD 101	GI COD 36	HC, U.S. 65	R-SF and PD
LAND USE	Medical Clinic	Vacant/undeveloped	Commercial uses	Single-family and vacant land
PLACETYPES	Institutional & Employment	Institutional & Employment	Institutional & Employment	Traditional Neighborhood

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with proposed rezoning. The tract west of FR 175 does not currently have access to CU water, but it could be extended as part of a future development, per CU's extension policy. All other tracts have access to CU electric & water.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the rezoning however we have the following comments regarding this site when it develops:

1. This property is subject to a \$0.0075 per sq. ft. trunkline connection fee. This fee is based on the area of property connecting or if the property is subdivided. These fees are typically added to the engineering and inspection fees if installing new public improvements, or to the sewer impact permit fee, whichever comes first.

FIRE DEPARTMENT:

No comments.

MODOT COMMENTS:

No apparent impact to MoDOT R/W at this time.

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	S. Southwood Avenue	Collector	City	30	40	NA	No	Yes	Yes
Street 2	E. Riverbluff Boulevard	Primary Arterial	City	50	60	NA	No	Yes	Yes

ACCESS - All new or modified driveway approaches shall comply with current City of Springfield standards for the street classification.

- No direct access will be allowed to Southwood Avenue and MoDOT Right of Way (commuter parking lot).

DEVELOPMENT REVIEW STAFF REPORT

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

IMPROVEMENTS - No improvements are required for this rezoning. A Traffic Impact Study (TIS) may be required at the time of development. The requirements of said study shall be incorporated in the site plan, public improvement plans, or other permits as applicable. All public improvements required for the development must be constructed or escrowed prior to approval of any building permit or plat.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

	Drainage Basin	Fee in Lieu for Flood Control	Fee in Lieu of Water Quality	Stream Buffer on Site	Sinkhole or Watershed	Floodplain and Floodway
6217 S Southwood Ave	Farmer Branch	No	No	Yes	No	No

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. Future Development on site requires Detention for Flood Control. 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. Downstream properties are within Greene and Christian County. The Farmers Branch stream has only partial floodway on the tributary from this property.

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

DEVELOPMENT REVIEW STAFF REPORT

NATURAL CHANNEL & STREAM BUFFERS

1. A Category D Small Tributary stream is located on the Property. A Stream Buffer area is required to be dedicated in a Stream Buffer Easement or on a Subdivision Plat. The stream buffer is minimum 60 feet wide with 30 feet wide buffer from top-of-bank on both sides.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 42 acres generally located at 3020, 3050 & 3053 East Riverbluff Blvd. from Planned Development No. 302 and GI, Government and Institutional Use District with COD No. 36 to GI, Government and Institutional Use District. The applicant, Mercy, is rezoning for future development of the subject property.
2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Institutional and Employment Center placetype. This placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service business, and a mix of community-orientated amenities.
3. This application is consistent with the recommended placetype which lists government, healthcare, and institutional facilities as a primary use.
4. The subject property is located at one of Springfield's major intersections of Riverbluff Boulevard and U.S. Highway 65, which are classified as a primary arterial and freeway, respectively.
5. The proposed COD requires a traffic study at the time of development. This will replace the existing Planned Development 302 which allows GR, O-1 and R-LD District uses with roadway improvements and GI with COD 36 which requires a developer's agreement for the construction of Riverbluff Blvd. to Southwood Ave. prior to development which has been satisfied.
6. The GI district is established to apply to those lands where federal, state or local government activities are conducted, where governments hold title to such lands, and to major public and private educational and medical facilities. It is not intended to classify all lands owned by government into this district, but only those uses that are comparatively intensive or which require substantial buildings.
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. Development of property within the vicinity has been occurring including an orthopedic hospital.

DEVELOPMENT REVIEW STAFF REPORT

9. The range of uses in the proposed GI district is compatible with the uses permitted on other property in the immediate vicinity. The property to the north and south is zoned GI and is owned by Mercy.
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:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Institutional & Employment Center placetype and on the finding of facts above.

PLANNING AND ZONING OPTIONS:

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

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

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: Planned Development 302 to Government and Institutional Use
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 05/20/2025 from 4:00 PM to 6:30 PM
3. Meeting Location: River Bluff Fellowship - 2655 E Farm Rd 188, Ozark, MO 65721
4. Number of invitations that were sent: 23
5. How the mailing list was generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 1
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

- I spoke with Stephen Cox at 5920 S Belgravia Ave.
- I informed him that there were not development plans at this time and that we are rezoning the property now to set Mercy up for success when they do have a plan.
- He was concerned about traffic once development happens. He wants Evan's Rd widened and I said I would let the City/County know that.
- He really enjoys having Mercy as a neighbor to his east.
- Developer is addressing the traffic concern by providing a traffic study at the time of development.

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

None

I, Ricky Haase (print name), attest that the neighborhood meeting was held on 05/20/2025 (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."

Ricky L Haase

Signature of person completing affidavit

Ricky Haase

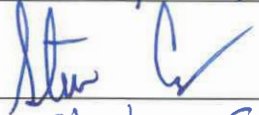
Printed name of person completing affidavit

Neighborhood Meeting

Mercy Property Rezoning

May 20, 2025

4:00 p.m. – 6:30 p.m.

Name	Address	Phone
Ricky Haase	550 E St Louis St	417-890-8802
	5920 S. Belgravia Ave.	417-689-2684
Stephen Cox	5920 S Belgravia Ave	



EXPLANATION TO COUNCIL BILL 2025-151 (JENSON)

FILED: 07/15/2025

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.1 acres of property generally located at 1414 West Elfindale Street and 1405 West Sunshine Street from Planned Development No. 319, Planned Development No. 46, and Planned Development No. 46 Amendment 2 to GR, General Retail District; and adopting an updated Official Zoning Map. (By: Guaranty Bank & NAP Legacy Real Estate LLC; 1414 West Elfindale Street and 1405 West Sunshine Street; Z-9-2025).

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.1 acres generally located at 1414 West Elfindale Street and 1405 West Sunshine Street from PD, Planned Development 319, PD 46, and PD 46 amendment 2 to GR, General Retail District. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-9-2025

The applicant is requesting to rezone approximately 2.1 acres generally located at 1414 West Elfindale Street and 1405 West Sunshine Street. This property currently has portions zoned under Planned Development 319, Planned Development 46, and Planned Development 46 Amendment 2.

REMARKS: The Planning and Zoning Commission held a public hearing on June 12, 2025, and recommended approval by a vote of 6 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 2.1 acres generally located at 1414 West Elfindale Street and 1405 West Sunshine Street from PD, Planned Development 319, PD 46, and PD 46 Amendment 2 to GR, General Retail District.
2. This application is consistent with the City Corridor placetype, which 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.

3. The subject property has three different Planned Development zoning districts. This application, if approved, will consolidate the property under the GR district.
4. 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.
5. There are few known changing conditions in the area affected that make the proposed rezoning necessary.
6. The range of uses in the proposed GR district are compatible with the uses permitted on other property in the immediate vicinity. The GR district has commercial and office uses similar to those permitted in the PDs.
7. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.
8. The impact the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity.
9. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.
10. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied. The property can still develop with the existing zoning, although it will be more cumbersome than rezoning to the GR district.

STAFF RECOMMENDATION: Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's City Corridor placetype and on the finding of facts above.

Submitted By: Michael Sparlin, Senior City Planner

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

- Attachments:**
1. Z-9-2025 - 1414 W. Elfindale St. and 1405 W. Sunshine St.
 2. Z-9-2025_exhA
 3. Z-9-2025_exhB
 4. Z-9-2025_exhC

One-rdg. _____
P. Hrngs. X
Pgs. 21
Filed: 07-08-25

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-151

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official
2 zoning map and rules for interpretation,' by rezoning approximately
3 2.1 acres of property generally located at 1414 West Elfindale
4 Street and 1405 West Sunshine Street from Planned Development
5 No. 319, Planned Development No. 46, and Planned Development
6 No. 46 Amendment 2 to GR, General Retail District; and adopting
7 an updated Official Zoning Map.
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 1414 West Elfindale Street and 1405 West Sunshine Street from
12 Planned Development No. 319, Planned Development No. 46, and Planned
13 Development No. 46 Amendment 2 to GR, General Retail District; and
14

15 WHEREAS, following proper notice, the Planning and Zoning Commission held a
16 public hearing on June 12, 2025, a copy of the Record of Proceedings from said public
17 hearing being attached hereto and incorporated herein by this reference as "Exhibit B,"
18 and said Commission made a recommendation of approval by a vote of 6 to 0; and
19

20 WHEREAS, the City has reviewed the applicant's request and prepared a staff
21 report concerning the application, which is attached hereto and incorporated herein by
22 this reference as "Exhibit C"; and
23

24 WHEREAS, proper notice was given of a public hearing before City Council, and
25 said hearing was held in accordance with the law.
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 property generally located at 1414 West Elfindale Street and
31 1405 West Sunshine Street and described in "Exhibit A," which is attached hereto and
32 incorporated herein by this reference, is hereby rezoned from Planned Development
33 No. 319, Planned Development No. 46, and Planned Development No. 46 Amendment

34 2 to GR, General Retail District. Springfield Land Development Code, Section 36-306,
35 'Official zoning map and rules for interpretation,' is hereby amended, changed, and
36 modified consistent with this Ordinance.

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

43
44 Section 3 – The Official Zoning Map herein adopted shall be maintained and
45 archived in the same digital form in which this Council has approved its adoption.

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

49
50 Passed at meeting: _____

51
52 _____
53 Mayor

54
55 Attest: _____, City Clerk

56
57 Filed as Ordinance: _____

58
59 Approved as to form: Laura Vales, Assistant City Attorney

60
61 [Signature]
62 Approved for Council action: _____, City Manager
63

EXHIBIT A
LEGAL DESCRIPTION

A TRACT OF LAND LYING IN PARTS OF LOTS 11 AND 12 OF ELFINDALE FIRST ADDITION, AMENDED PLAT OF LOTS 1, 3 & 6 OF ELFINDALE, A SUBDIVISION IN SPRINGFIELD, GREENE COUNTY, MISSOURI RECORDED IN BOOK KK, PAGES 35-37 OF THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 55 FEET OF LOT 11, IN SAID ELFINDALE FIRST ADDITION, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY OF ELFINDALE STREET, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 4 COURSES; SOUTH 88°04'16" EAST, 29.19 FEET; THENCE 153.61 FEET ALONG A 1107.69 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 87°42'48" EAST FOR 153.49 FEET; THENCE NORTH 83°52'43" EAST, 12.51 FEET; THENCE NORTH 83°43'18" EAST, 295.34 FEET; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 01°46'32" WEST, 164.43 FEET; THENCE SOUTH 01°22'08" WEST, 10.80 FEET; THENCE SOUTH 83°59'55" WEST, 66.07 FEET; THENCE SOUTH 83°47'30" WEST, 228.46 FEET; THENCE NORTH 01°29'46" EAST, 67.75 FEET; THENCE NORTH 88°34'43" WEST, 194.83 FEET; THENCE NORTH 01°33'58" EAST, 95.46 FEET TO THE POINT OF BEGINNING, CONTAINING 70,230 SQUARE FEET (1.61 ACRES), ALL LYING IN SECTION 26, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

A TRACT OF LAND LYING IN PART OF LOT 12 OF ELFINDALE FIRST ADDITION, AMENDED PLAT OF LOTS 1, 3 & 6 OF ELFINDALE, A SUBDIVISION IN SPRINGFIELD, GREENE COUNTY, MISSOURI RECORDED IN BOOK KK, PAGES 35-37 OF THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 12, IN SAID ELFINDALE FIRST ADDITION, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY OF SUNSHINE STREET, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 3 COURSES; NORTH 88°18'14" WEST, 54.91 FEET; THENCE NORTH 84°26'53" WEST, 137.82 FEET; THENCE NORTH 88°38'37" WEST, 20.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 85°13'03" WEST, 92.97 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 87°38'48" WEST, 11.81 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 01°37'14" EAST, 206.39 FEET; THENCE NORTH 83°47'30" EAST, 109.13 FEET; THENCE SOUTH 02°41'01" WEST, 211.08 FEET TO THE POINT OF BEGINNING, CONTAINING 22,200 SQUARE FEET (0.51 ACRES), ALL LYING IN SECTION 26, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

EXHIBIT B
RECORD OF PROCEEDINGS
Planning and Zoning Commission – June 12, 2025

Z-9-2025

1414 West Elfindale Street and 1405 West Sunshine Street

Applicant: Guaranty Bank and NAP Legacy Real Estate, LLC

Mr. Sparlin states that this is a request to rezone approximately 2.1 acres PD, Planned Development 319, PD 46, and PD 46 amendment 2 to GR, General Retail District.

Mr. Doennig opened the public hearing.

Mr. Shawn Barry, 1550 E. Republic Road from Toth and Associates and representing the applicant and they are looking to expand the Child Advocacy Center and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to approve Z-9-2025; Commissioner Pauly seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Pauly, Commissioner Gunther, and Commissioner Knuckles. Nays: None. Absent: Commissioner Ridge, Commissioner Hunton, and Commissioner Lebeck. Abstain: None.

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

Bob Hosmer, AICP
Planning Manager



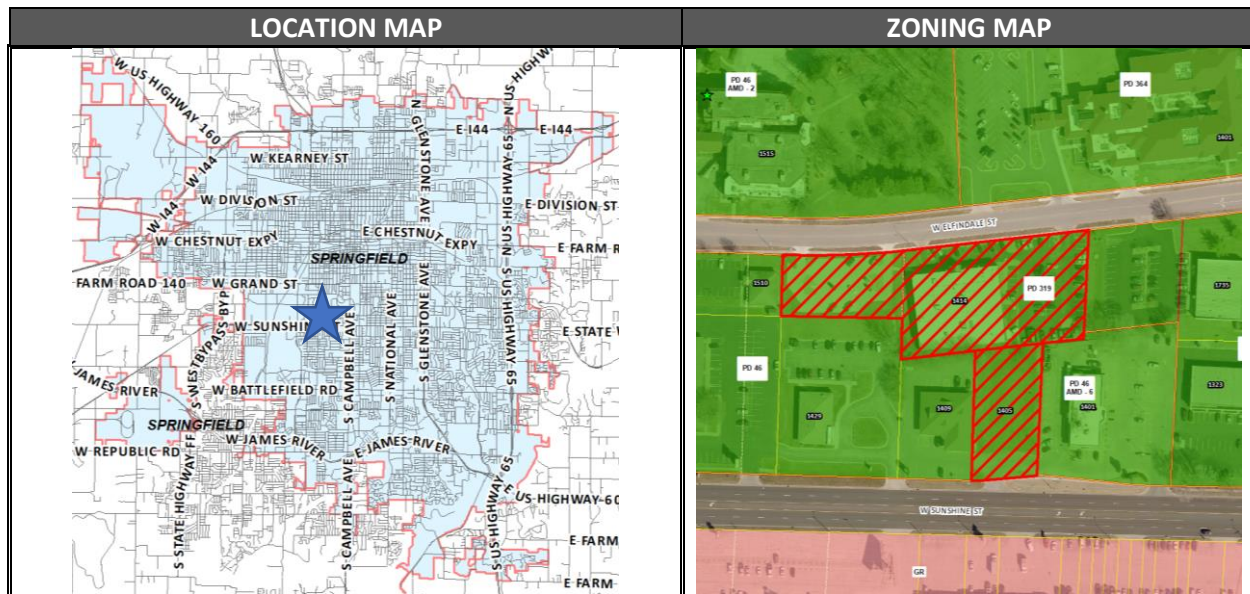
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-9-2025
Location:	1414 West Elfindale Street and 1405 West Sunshine Street
Total Acres:	2.1 acres
Applicant:	Guaranty Bank & NAP Legacy Real Estate LLC
Existing Land Use:	Office use and undeveloped land
Neighborhood Meeting:	May 22, 2025
Planning and Zoning Commission:	June 12, 2025
City Council:	July 14, 2025
Public Notification:	Mail, posted property, and legal in the Springfield News-Leader
Staff:	Michael Sparlin, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-9-2025 (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

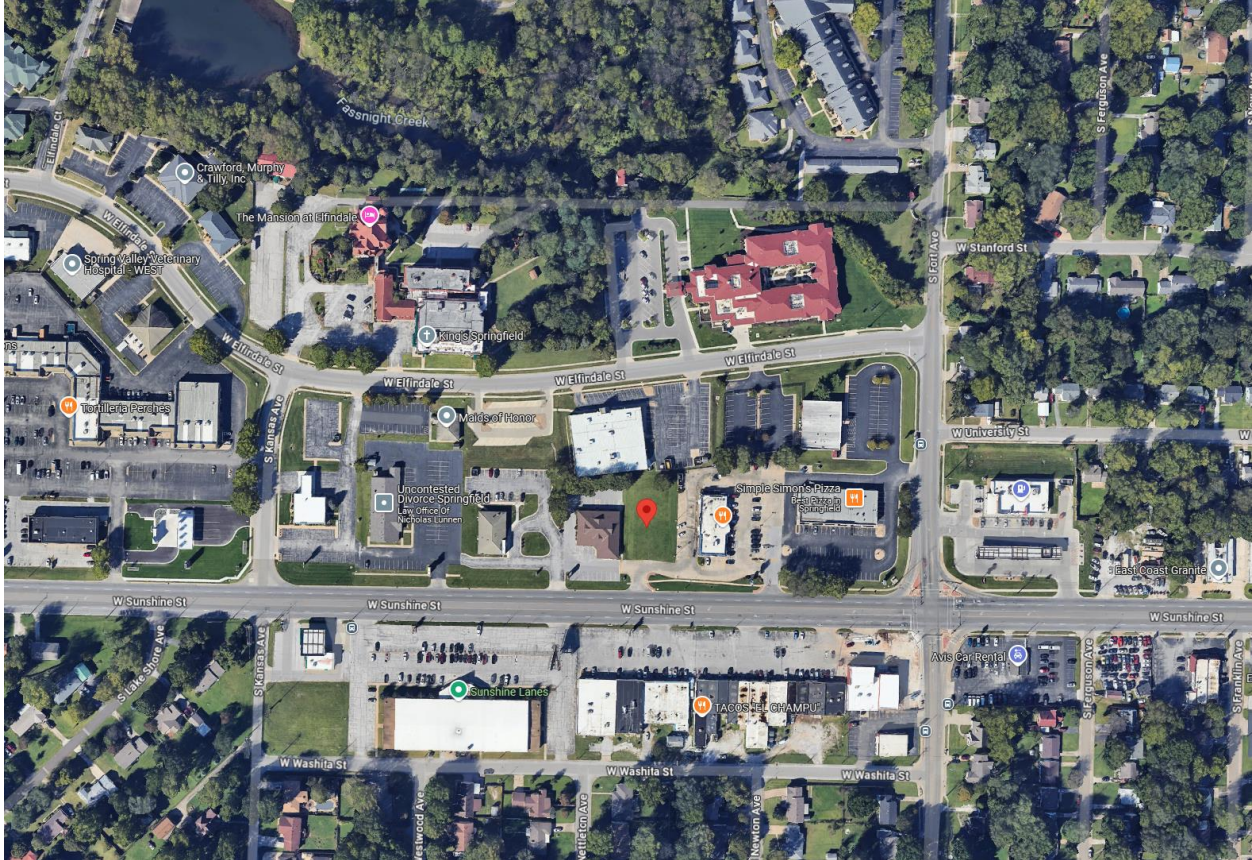
PROJECT SUMMARY:

Request to rezone approximately 2.1 acres generally located at 1414 West Elfindale Street and 1405 West Sunshine Street from PD, Planned Development 319, PD 46, and PD 46 amendment 2 to GR, General Retail District.



DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



DEVELOPMENT REVIEW STAFF REPORT



PROPERTY HISTORY:

The subject property was rezoned to PD 46 in May 1985. 1405 West Sunshine Street was rezoned to PD 46 amendment 6 in 1994. A portion of the subject property was rezoned in January 2001 to PD 319.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

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

DEVELOPMENT REVIEW STAFF REPORT

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GR DISTRICT
Use Limitations	(a) All outdoor automobile parking areas used for the purpose of retail or wholesale storage or sale of motorized or commercial vehicles shall be prohibited. Other outdoor activities that are not specifically permitted may only be allowed as an accessory use to the permitted uses as provided in subsection 36-421(2), permitted uses, as follows: 1. If any portion of the premises abuts any residential zoning district, the outdoor activities may be permitted, provided they meet the provisions of, and a conditional use permit is issued pursuant to Section 36-363, conditional use permits, of this article. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services. 2. If the premises abuts only nonresidential zoning districts, the outdoor activities may be permitted. A conditional use permit will not be required. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services. (b) No outdoor storage except as provided in subsection 36-421(2), permitted uses, and subsection 36-421(3), conditional uses. (c) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (d) No use shall emit an odor that creates a nuisance as determined by Springfield City Code. (e) Uses on parcels not served by public water and public sewer shall meet the requirements of subsection 36-303(22). (f) Streets through an adjacent residential area shall not be used to provide principal access for truck traffic to any nonresidential use in this district except on streets classified as expressways, arterials, or collectors.
Minimum Lot Size	Not applicable to the GR, General Retail District
Maximum Height	Not applicable to the GR, General Retail District
Bulk Plane	All structures shall remain below a 30-degree bulk plane as measured from the boundaries of R-SF or R-TH districts.
Minimum Yard Requirements	Front yards – 25 feet when fronting on a street classified as collector or higher, or as required by Section 36-453, Supplemental open space, and yard regulations. 15 feet when fronting a street classified as local, or as required by Section 36-453. The front yard setback may be reduced

DEVELOPMENT REVIEW STAFF REPORT

	below the minimum required above if a Conditional Use Permit is approved in accordance with Section 36-363, Conditional use permits, or if a preliminary plat is approved in accordance with the City's subdivision regulations. Side yards – None, except as required by Section 36-453 and the bufferyard requirements contained in Section 36-482, Landscaping and bufferyards. Rear yards – None, except as required by the bufferyard requirements contained in Section 36-482.
Minimum Open Space	Not less than 20 percent of the gross site area shall be devoted to open space, including required yards and bufferyards unless modified in accordance with subsection 36-482 (15). Open space shall not include areas covered by buildings, structures, parking, storage, loading and other paved areas and internal streets or areas containing plants for display and sale. Open space shall contain living ground cover and other landscaping materials.
Design Requirements	(a) A site plan, meeting the requirements of Section 36-360, Site plan review, shall be submitted and approved. (b) A landscape plan, meeting the requirements of Sections 36-482 and 36-483, Off-street parking and loading design standards, shall be submitted, and approved. (c) Off-street parking and vehicular use areas shall be screened from all residential uses, in accordance with Section 36-480, Screening and fencing. (d) Refuse storage areas shall be screened from view in accordance with Section 36-480. (e) Mechanical and electrical equipment, including air conditioning units, shall be screened from view in accordance with Section 36-480. (f) Lighting shall be designed to reflect away from any adjacent residential area and in accordance with Section 36-484, Lighting standards. (g) Accessory buildings and structures shall meet the requirements of Section 36-450, Accessory structures and uses.
Buffering and Landscaping	Future development must comply with the interior and perimeter landscaping requirements, as applicable to a future site plan, per subsections 36-482 (9) (a) and (b), unless the property owner opts to utilize the point system described in subsection 36-482 (10) instead. Based on the proposed zoning for the subject area and the zoning of its neighbors, a Bufferyard Type F will be required along the north and west property line where adjacent to property zoned R-SF, Single-Family Residential District.

DEVELOPMENT REVIEW STAFF REPORT

COMPATIBILITY WITH COMPREHENSIVE PLAN:

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.
- 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.

DEVELOPMENT REVIEW STAFF REPORT

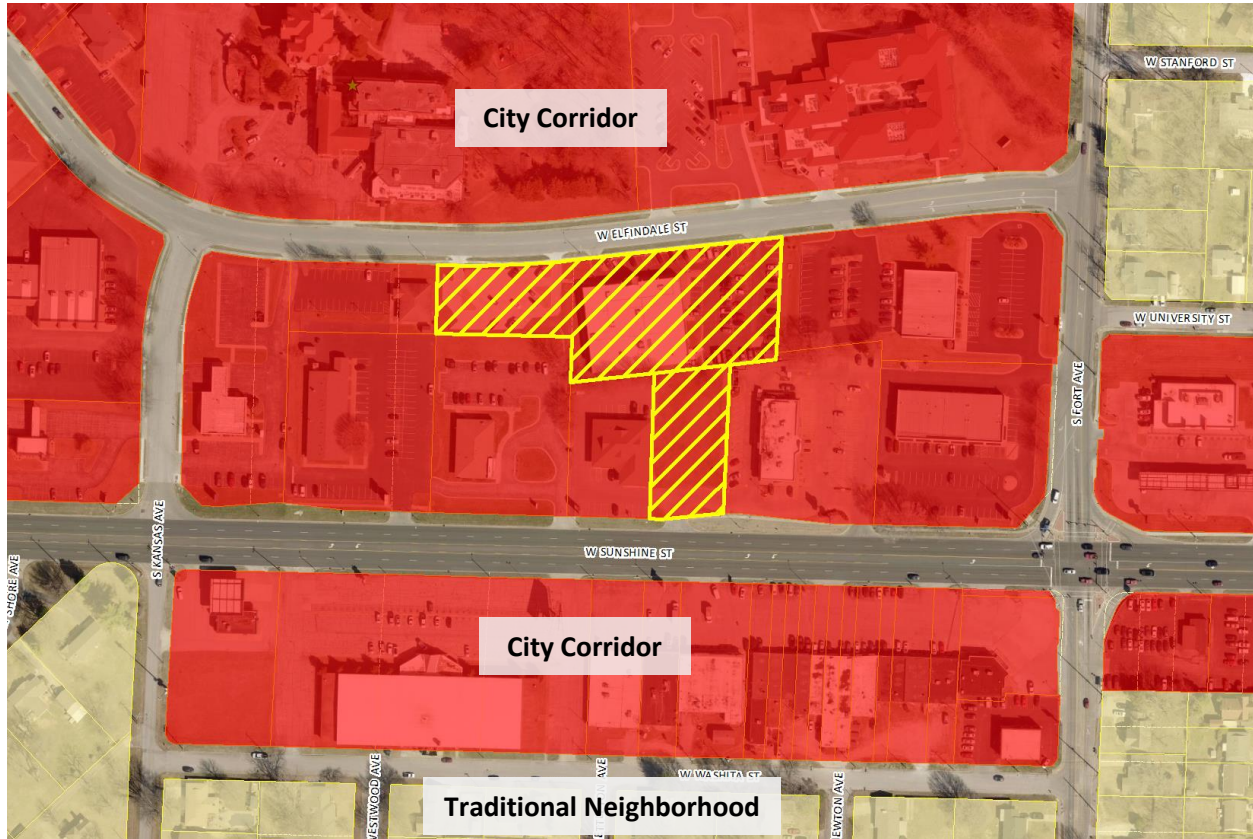
- Pedestrian pathways within large parking lots provide safe access to business entrances.
- A greater focus on site design, parking access, massing, and building orientation are adopted to ensure development that is complementary to adjacent lower density residential development.
- Multi-story buildings 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 & Service	Public & Private Schools & Vocational Schools	Universities, Colleges & Institutional Facilities	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehouse & Distribution Facilities
Residential Neighborhood	●	○	◇	○	○	○	○	○	○	○	○	○	○	○	○
Mixed Residential	●	●	○	○	○	○	○	○	○	○	○	○	○	○	○
Downtown	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Mixed-Use	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
City Corridor	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Institutional & Employment Center	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Business Flex	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Industry & Logistics	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Urban Green Space & Recreation	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○

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

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

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

	NORTH	SOUTH	EAST	WEST
ZONING	PD 46 am 2, PD 364	PD 46, GR	PD 319	PD 46
LAND USE	Church, Senior housing	Office and commercial uses	Restaurant and office use	Office use
PLACETYPES	City corridor	City Corridor	City Corridor	City Corridor

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DEVELOPMENT REVIEW STAFF REPORT

No issues with rezoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

TRAFFIC REPORT

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	W. Elfindale Street	Collector	City	30	30	NA	Yes	Yes	Yes
Street 2	W. Sunshine Street	Primary Arterial	City	50	50	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 are no Greenway Trails near the property. There is one (1) bus stop on Fort 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

	Drainage Basin	Fee in Lieu for Flood Control	Fee in Lieu for Water Quality	Stream Buffer on Site	Sinkhole or Watershed	Floodplain and Floodway
1414 W Elfindale St	Fassnight Creek	No	No	No	No	No

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. Site is provided flood control through the Elfindale Subdivision regional inline basin constructed through public improvements 5PW262.

WATER QUALITY REQUIREMENTS

1. The public improvements do not provide for water quality volume, the future developments disturbing 1 acre will require a water quality stormwater control measure.

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

DEVELOPMENT REVIEW STAFF REPORT

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 2.1 acres generally located at 1414 West Elfindale Street and 1405 West Sunshine Street from PD, Planned Development 319, PD 46, and PD 46 amendment 2 to GR, General Retail District.
2. This application is consistent with the City Corridor placetype which 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.
3. The subject property has three different Planned Development zoning districts. This application, if approved, will consolidate the property under the GR district.
4. 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.
5. There are few known changing conditions in the area affected that make the proposed rezoning necessary.
6. The range of uses in the proposed GR district are compatible with the uses permitted on other property in the immediate vicinity. The GR district has commercial and office uses similar to those permitted in the PDs.
7. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.
8. The impact the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity.
9. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.

DEVELOPMENT REVIEW STAFF REPORT

10. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied. The property can still develop with the existing zoning, although it will be more cumbersome than rezoning to the GR district.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's City Corridor placetype and on the finding of facts above.

PLANNING AND ZONING OPTIONS:

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

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

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: PD 314 & 46 to General Retail
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 5/22/2025 from 4:00-6:30pm
3. Meeting Location: 1414 W. Elfindale Street Springfield, MO 65807
4. Number of invitations that were sent: 87
5. How the mailing list was generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 0
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

See attached.

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

See attached.

I, Derrick J. Estell (print name), attest that the neighborhood meeting was held on 5/22/2025 (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

Derrick J. Estell
Printed name of person completing affidavit



417.888.0645
tothassociates.com
830 E Primrose Suite 200
Springfield Missouri 65807

June 5th, 2025

RE: Child Advocacy Center: Neighborhood Meeting Summary – 1414 Elfindale Street

As a part of the rezoning process for the Child Advocacy Center, a neighborhood meeting was required. Notification was sent to properties within 500 feet of the area proposed to be rezoned. No neighbors attended the neighborhood meeting held at 1414 W. Elfindale Street, Springfield, MO, 65807 on 05/22/2025.

Respectfully,

Derrick Estell, P.E.
Civil Project Manager
destell@tothassociates.com
Office: 417.888.0645



EXPLANATION TO COUNCIL BILL 2025-155 (HARDINGER)

FILED: 07/15/2025

ORIGINATING DEPARTMENT: Public Information and Civic Engagement

TITLE: A general ordinance amending Springfield City Code, Chapter 10 'Alcoholic Beverages,' Article I 'In General,' Section 10-66 'Exception for Downtown and Commercial Street events,' for the purpose of removing the limitation on the number of permitted events.

PURPOSE: A general ordinance amending Springfield City Code, Chapter 10 'Alcoholic Beverages,' Article I 'In General,' Section 10-66 'Exception for Downtown and Commercial Street events,' for the purpose of removing the limitation on the number of permitted events.

BACKGROUND INFORMATION: Over the previous decade, 10-66 has allowed alcohol at special events on public property in a limited number. City Council has increased the number over the years, taking a measured approach which has proven safe and successful. The new ordinance would not cap the number of alcohol events. It allows for alcohol at designated control-zone areas downtown, on Commercial Street, and during specific festivals like Artsfest and Cider Days. These zones are outlined in easy-to-understand maps available at <https://www.springfieldmo.gov/6081/Alcohol-Event-Zone-Maps> and on file with the City Clerk's Office.

With city manager's approval, alcohol may be served in paper, plastic, or aluminum cups (up to 16 ounces) for no more than 12 hours per day and no more than three days per week. Light wines may contain up to 14% alcohol by weight, while other beverages are limited to 5%.

Only individuals 21 or older may possess or purchase alcohol in these zones.

During City-manager-approved events, open containers and public consumption of alcohol are allowed within the designated zones. Usual open container laws (Sec. 78-4) do not apply during these times. All licensees must include proof of insurances (liquor liability and general liability) and a hold-harmless agreement with the City.

Submitted By:

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

- Attachments:**
1. Repeal and Replace 10-66
 2. Alcohol Ord Map_ArtsFest_CiderDays
 3. Alcohol Ord Map_CommercialSt
 4. Alcohol Ord Map_Downtown_Rte66

One-rdg. _____
P. Hrngs. _____
Pgs. 10
Filed: 06-17-25

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025 -155

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Springfield City Code, Chapter 10 'Alcoholic Beverages,' Article I 'In
2 General,' Section 10-66 'Exception for Downtown and Commercial Street
3 events,' for the purpose of removing the limitation on the number of
4 permitted events.
5 _____
6

7 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
8 SPRINGFIELD, MISSOURI, as follows, that:
9

10 Section 1 – Springfield City Code, Chapter 10 'Alcoholic Beverages,' Article I 'In
11 General,' Section 10-66 'Exception for Downtown and Commercial Street events,' is
12 hereby amended as follows:
13

14 (Note: Language to be added is **bolded and underlined**, and language being removed
15 is ~~stricken~~.)
16

17 **Sec. 10-66. - Exception for Downtown and Commercial Street events.**

18
19 (a) Upon prior approval of the city manager, designated organizations or their designee
20 may obtain a picnic or caterers license to provide alcohol not in excess of five percent by
21 weight and light wines containing not in excess of 14 percent of alcohol by weight by the
22 drink at retail for consumption at permitted events as described in this section. The
23 following are designated organizations for the purposes of this section:
24

25 (1) The Downtown Springfield Community Improvement District for permitted
26 events held in areas described in subsections (c)(1), (2), **and (3)**, ~~and (4)~~; and
27

28 (2) The Commercial Street Community Improvement District for permitted events
29 held in the area described in subsection (c)(~~54~~); **and**
30

31 **(3) any other organization designated by the City Manager.**
32

(b) A designated organization shall be limited to offering alcohol for consumption at permitted events during no more than 12 hours per day and for no more than three days per week.

(c) Permitted events shall be limited to one of the following areas:

- (1) ~~The boundary of the area defined as the downtown mall in section 82-61~~ ("Downtown Mall Area") **(figure 1)**;

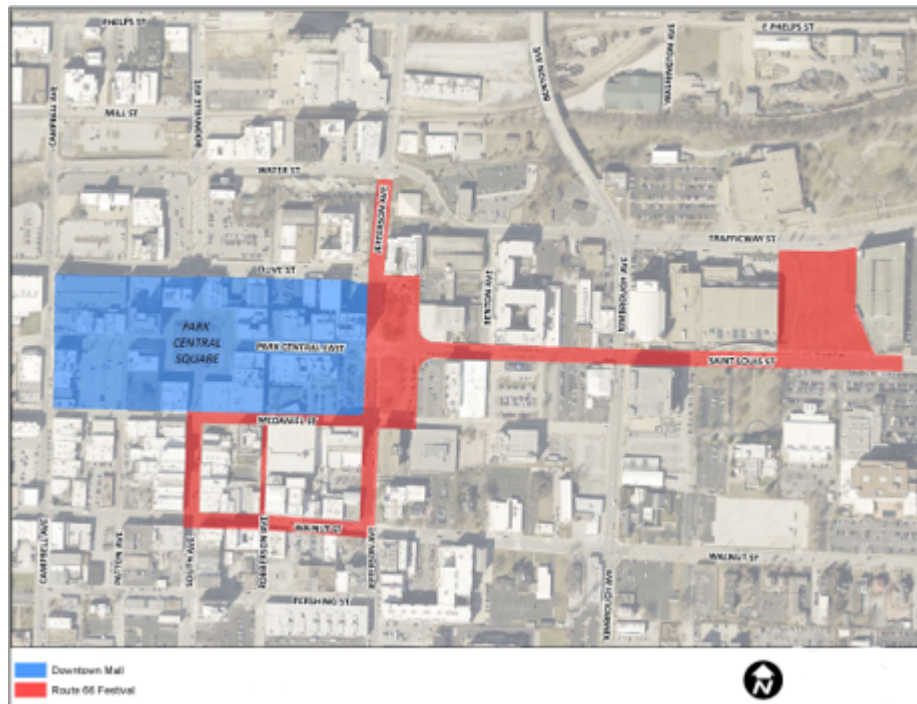


Figure 1: Downtown Mall Area (blue only)

- (2) ~~The boundary of the area defined as the downtown mall in section 82-61 with the addition of the following right-of-way: extending east from the west right-of-way line of Jefferson and Park Central East, continuing along St. Louis Street to the west right-of-way line of John Q. Hammons Parkway, and extending west from the east right-of-way line of Campbell Avenue and Park Central West, continuing along College Street to the east right-of-way line of Grant Avenue; and the right-of-way along Jefferson Street from the south right-of-way line of Water Street to the south right-of-way line of Olive Street, and the area including the right-of-way along Jefferson Street from the south right-of-way line of Olive Street to the north right-of-way line of McDaniel Street and adjacent city property to the east~~ ("Route 66 Festival Area") **(figure 2)**;

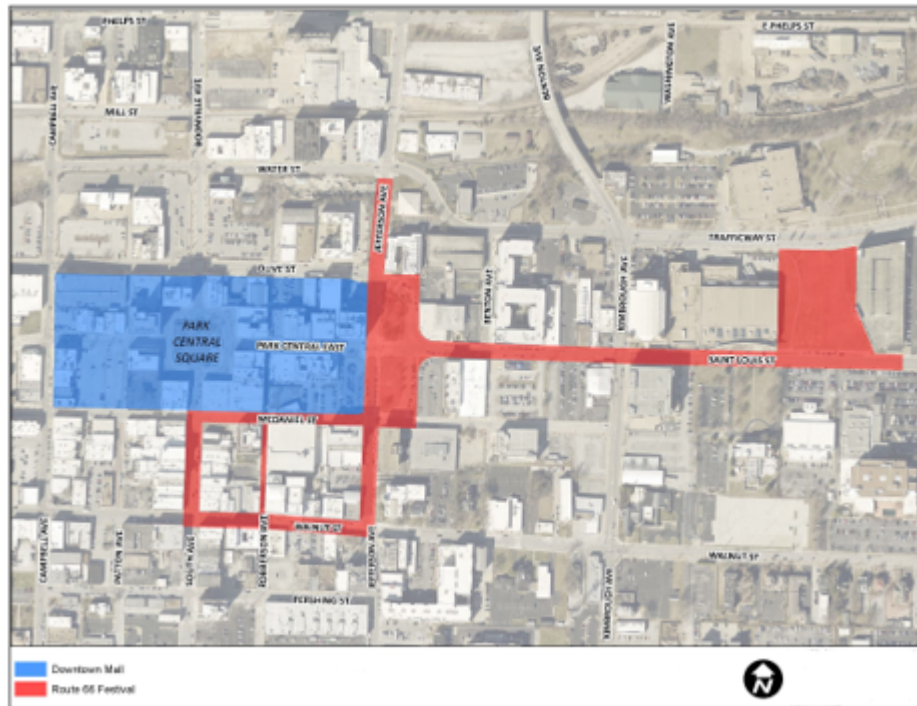


Figure 2: Route 66 Festival Area (blue and red)

~~(3) The area including the right-of-way along Jefferson Street from the south right-of-way line to Olive Street to the north right-of-way line of Park Central East/St. Louis Street;~~

(43) The area including the right-of-way along Walnut Street from the west right-of-way line of National Avenue to the east right-of-way line of Kimbrough Avenue ("Artsfest Area") (**figure 3**); and



Figure 3: Artsfest Area

(54) The area including the right-of-way along Commercial Street from the east right-of-way line of Washington Avenue to the west right-of-way line of Grant Avenue ("Commercial Street Area") (figure 4).



Figure 4: Commercial Street Area

(d) ~~There shall be no more than 12 permitted events per calendar year. The number of events per year shall be limited as follows:~~

~~(1) Downtown Mall Area—No more than seven events during a calendar year;~~

~~(2) Route 66 Festival Area—No more than one event during a calendar year;~~

~~(3) Area defined in subsection (c)(3)—No more than one event during a calendar year;~~

~~(4) Artsfest Area—No more than one event during a calendar year; and~~

~~(5) Commercial Street Area—No more than four events during a calendar year.~~

(ed) All provisions of [sections 82-61](#) through [82-65](#) shall remain in effect during any time the Downtown Mall is closed for an event described in this section.

(fe) During the duration of a permitted event held pursuant to this section, the prohibition on open containers and public consumption of alcohol as set forth in [section 78-4](#) shall not be in effect within the areas defined in this section, subject to rules and regulations established by the city manager, except that any person found guilty of violating the rules and regulations for the areas established by the city manager and on file with the city clerk, is subject to prosecution under [section 78-4](#).

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

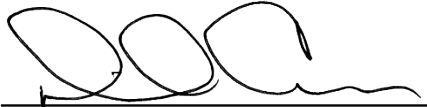
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

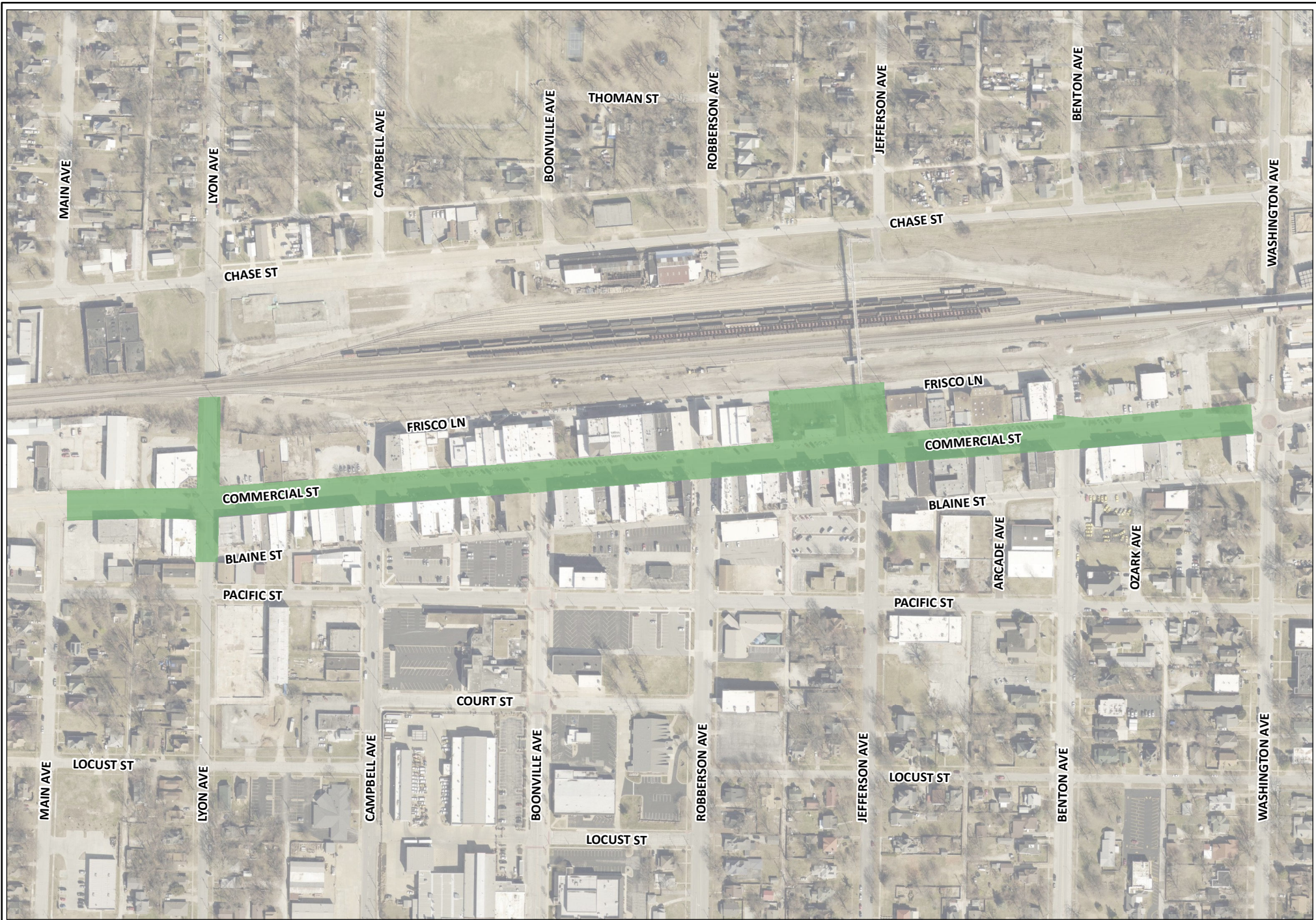


 ArtsFest/Cider Days

ArtsFest/Cider Days- Alcohol Ordinance Boundary



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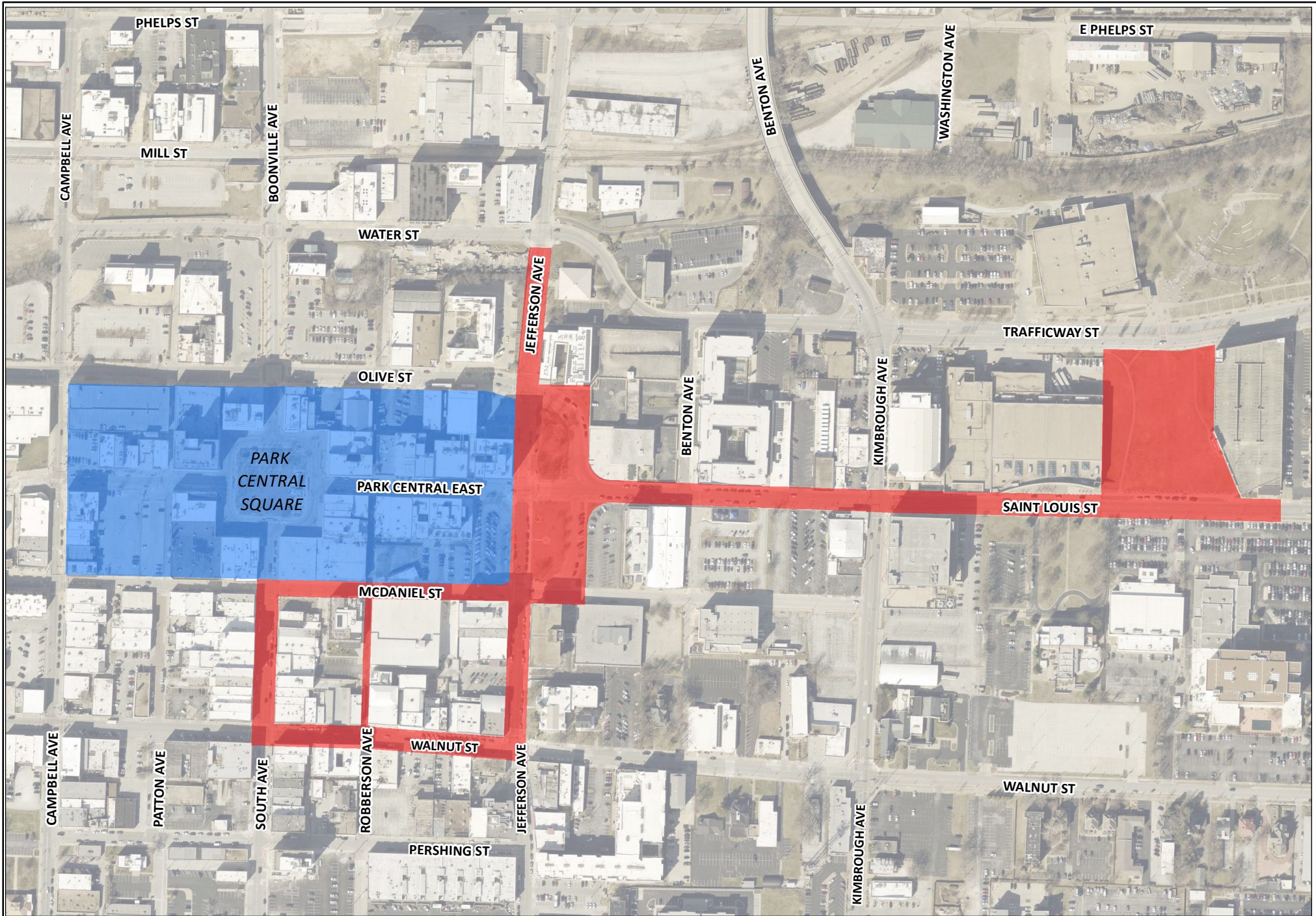


 Commercial Street

Commercial Street- Alcohol Ordinance Boundary



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Created On: 04/07/2025



- Downtown Mall
- Route 66 Festival

Downtown Mall/Route 66- Alcohol Ordinance Boundary



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Created On: 04/07/2025



EXPLANATION TO COUNCIL BILL 2025-156 (JENSON)

FILED: 07/15/2025

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a Box Culvert and Parallel Development Agreement with BNSF Railway Company for the installation of a reinforced concrete box culvert beneath the railroad tracks near the crossing with Boonville Avenue.

PURPOSE: To authorize the City Manager, or designee, to enter into a Box Culvert Agreement with BNSF Railway Company for the purpose of installing and maintaining a new concrete box culvert beneath and parallel to the railroad tracks in the vicinity of the Boonville Road Crossing known as D.O.T. No. 664181R.

BACKGROUND INFORMATION: Downtown Springfield has a long history of flooding dating back over 100 years. As part of a plan to reduce flooding and stimulate economic growth in this area, the City has begun construction on the first phase of the City's Renew Jordan Creek project (2019PW0073). This project includes construction of new concrete box culverts under Boonville Avenue and the BNSF railroad tracks before extending upstream to Phelps Street. This agreement authorizes the City of Springfield to install and maintain the box culvert under the railroad tracks.

If approved by City Council, removal and replacement of the railroad tracks will be funded by the City and performed by BNSF with an estimated cost of \$119,529. In addition, the City will be responsible for inspection costs of \$64,640. Funding for the removal, replacement, and inspection is already budgeted as part of the Renew Jordan Creek Phase 1 project.

Supports the following City Council Priorities:

- Public Safety
- Quality of Place

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:

Attachments: 1. BNSF Box Culvert_ord

2. BNSF Box Culvert_Ex 1

One-rdg. _____
P. Hrngs. _____
Pgs. 69
Filed: 07-08-25

Sponsored by: Jenson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-156

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into a Box Culvert and Parallel
2 Development Agreement with BNSF Railway Company for the
3 installation of a reinforced concrete box culvert beneath the railroad
4 tracks near the crossing with Boonville Avenue.
5 _____
6

7 WHEREAS, as part of the Renew Jordan Creek – Main Avenue to Boonville
8 Avenue project, new box culverts will be installed under Boonville Avenue and the
9 BNSF railroad tracks in the vicinity; and
10

11 WHEREAS, this agreement between the City and BNSF will coordinate the
12 installation and maintenance of the box culverts under the railroad tracks; and
13

14 WHEREAS, removal and replacement of the railroad tracks will be funded by the
15 City and performed by BNSF with an estimated cost of \$119,519, and inspections will
16 be funded by the City with an estimated cost of \$64,640; and
17

18 WHEREAS, the City's obligations have already been budgeted as part of the
19 Renew Jordan Creek – Main Avenue to Boonville Avenue project.
20

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

24 Section 1 – The City Manager, or designee, is hereby authorized to enter into a
25 Box Culvert and Parallel Development Agreement with BNSF Railway Company, in an
26 amount not to exceed \$184,159, that is substantially similar in form as the document
27 attached hereto and incorporated herein by reference as "Exhibit 1."
28

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

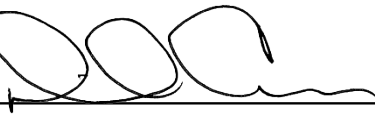
32 Passed at meeting: _____
33

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager



Contract Number: BF-20191574

BOX CULVERT AND PARALLEL DEVELOPMENT AGREEMENT

**BNSF File No.: BF-20191574
Mile Post 202.023 - 202.325
Line Segment 1018
Old Passenger Main
Cuba Subdivision**

This Agreement ("**Agreement**") is executed to be effective as of , 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 desires to install a reinforced concrete box culvert beneath and parallel to the tracks adjacent to the Boonville Road Crossing known as D.O.T. No. 664181R;

WHEREAS, Agency desires to develop an outdoor recreation area adjacent to the railroad tracks between the Boonville Road Crossing known as D.O.T No. 664181R and the Campbell Road Crossing known as D.O.T No. 664182X; and

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 herein includes any and all work related to the construction of the proposed Reinforced Concrete Box Culvert (hereinafter referred to as the "**Structure**") and the adjacent recreation area (hereinafter referred to as the "**Park**"), more particularly described on the Exhibit A attached hereto and incorporated herein, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation. Additionally, temporary controls during construction must be in compliance with Section 8A-5,



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"Traffic Controls During Construction and Maintenance" of the Uniform Traffic Control Devices Manual, U.S. Department of Transportation.

Agency must also install and maintain fencing which will direct pedestrians around the construction site.

ARTICLE II – BNSF OBLIGATIONS

In consideration of the covenants of Agency set forth herein and the faithful performance thereof, BNSF agrees as follows:

- 1)** In consideration of the faithful performance of the Agency's covenants contained herein, BNSF hereby grants to Agency, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Project across or upon the portion of BNSF's right-of-way described further on Exhibit A, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:
 - A.** Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;
 - B.** Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate, provided such facilities do not materially interfere with the Agency's use of the Structure or Park;
 - C.** Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate, provided such use or operations does not materially interfere with the Agency's use of the Structure or Park.

Prior to commencing any work on BNSF's property or right-of-way, Agency must pay BNSF the sum of Zero and No/100 Dollars (\$0.00) as compensation for the Temporary Construction License. The term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Project, or (ii) Twenty four (24) months following the Effective Date. The Temporary Construction License and related rights given by BNSF to Agency in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Project only and shall not be used by



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Agency for any other purpose. Agency acknowledges and agrees that Agency shall not have the right, under the Temporary Construction License, to use the Structure. In the event Agency is evicted by anyone owning, or claiming title to or any interest in said right-of-way, BNSF will not be liable to Agency for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to Agency herein.

Upon receiving the payment from Agency described in the subsequent sentence and provided Agency is in compliance with the terms and conditions of this Agreement, BNSF will grant to Agency, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Structure and Park, substantially in the form of Exhibit B attached to this Agreement. Agency must pay BNSF the sum of Zero and No/100 Dollars (\$0.00) as compensation for the Easement within thirty (30) days of issuing a Notice to Proceed pursuant to Article III, Section 17 of this Agreement. If Agency fails to pay BNSF within the thirty-day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

- 2) BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. 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 D 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. Construction of the Project must include the following railroad work by BNSF:

- A. Procurement of materials, equipment and supplies necessary for the railroad work;
- B. Preliminary engineering, design, and contract preparation;
- C. Furnishing flagging services as required and set forth in further detail on Exhibit C;
- D. Engineering and inspection as required in connection with the construction of the Project;



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- E. Providing a contract project coordinator, at Agency's expense, to serve as a project manager for the Project;
 - G. Placement of the initial six inches of crushed rock ballast on all track roadbeds, and for the permanent replacement of the main track.
 - H. Removal and replacement of approximately 120 feet of each main across the project.
- 3) BNSF will do all railroad work set forth in Article II, Section 2 above on an actual cost basis, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.
- 4) Agency agrees to reimburse BNSF for work of an emergency nature caused by Agency or Agency's contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of Agency and Agency agrees to fully reimburse BNSF for all such emergency work.
- 5) BNSF may charge Agency for insurance expenses, including self-insurance expenses when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.
- 6) During the construction of the Project, BNSF will send Agency progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Agency must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF will send Agency a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 7 herein, Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF 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 BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other



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charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

ARTICLE III – AGENCY OBLIGATIONS

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, Agency agrees as follows:

- 2) Agency must furnish to BNSF plans and specifications for the Project. Four sets of said plans (reduced size 11" x 17"), together with two copies of calculations, and two copies of specifications in **English Units**, must be submitted to BNSF for approval prior to commencement of any construction. BNSF will give Agency final written approval of the plans and specifications substantially in the form of Exhibit E, attached to this Agreement and made a part hereof. Upon BNSF's final written approval of the plans and specifications, said plans and specifications will become part of this Agreement and are hereby incorporated herein. Any approval of the plans and specifications by BNSF shall in no way obligate BNSF in any manner with respect to the finished product design and/or construction. Any approval by BNSF shall mean only that the plans and specifications meet the subjective standards of BNSF, and such approval by BNSF shall not be deemed to mean that the plans and specifications or construction is structurally sound and appropriate or that such plans and specifications meet applicable regulations, laws, statutes or local ordinances and/or building codes.
- 3) Agency must make any required application and obtain all required permits and approvals for the construction of the Project.
- 4) Agency must provide for and maintain minimum vertical and horizontal clearances, as required and approved by BNSF as part of the plans and specifications for the Project.
- 5) Agency must acquire all rights of way necessary for the construction of the Project.
- 6) Agency must make any and all arrangements for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.
- 7) Agency must construct the Project as shown on the attached Exhibit A and do all work ("Agency's Work") provided for in the plans and specifications for the Project, except



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railroad work that will be performed by BNSF hereunder. Agency must furnish all labor, materials, tools and equipment for the performance of Agency's Work. The principal elements of Agency's Work are as follows:

- G.** Construction of the Structure, Park, and all appurtenances;
 - H.** All necessary grading and paving, including backfill of excavations in conformance with BNSF specifications and restoration of disturbed vegetation on BNSF's right-of-way;
 - I.** Provide suitable drainage, both temporary and permanent;
 - J.** Temporary Installation of K-Rail (Jersey) barriers and chain link fencing along Mill Street between the tracks and the traveled roadways;
 - K.** Provide appropriate pedestrian control during construction;
 - L.** Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;
- 8)** Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.
- 9)** For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall require the subcontractors to execute the C documents. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and regulations; require any Agency employee performing maintenance to complete the safety training program at the BNSF's Internet Website "contractororientation.com"; notify BNSF when, pursuant to the requirements of exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.
- 10)** In order to prevent damage to BNSF trains and property, Agency must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager



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of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.

- 11)** Agency or its contractor(s) must submit four (4) copies of any plans (including two sets of calculations in **English Units**) for proposed shoring or cribbing to be used over, under, or adjacent to BNSF's tracks to BNSF's Manager of Public Projects for approval. The shoring or cribbing used by Agency's contractor shall comply with BNSF Bridge Requirements set forth on Exhibit F attached to this Agreement and incorporated herein. Additionally, the shoring and cribbing must comply with all applicable requirements promulgated by state and federal agencies, departments, commissions and other legislative bodies.
- 12)** Agency must include the following provisions in any contract with its contractor(s) performing work on said Project:

 - A.** The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor will be responsible for contacting BNSF's Engineering Representative Rafer Nichols, BNSF's Signal Call Before you Dig 1-800-533-2891 and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.
 - B.** The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.
 - C.** Failure to mark or identify these Lines will be sufficient cause for BNSF's engineering representative to stop construction at no cost to the Agency or BNSF until these items are completed.
 - D.** In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed



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to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.**

- 13) Agency must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III; (ii) the provisions set forth in Article IV; and (iii) the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.
- 14) Except as otherwise provided below in this Section 14, all construction work performed hereunder by Agency for the Project will be pursuant to a contract or contracts to be let by Agency, and all such contracts must include the following:
 - A. All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
 - B. Changes or modifications during construction that affect safety or BNSF operations will be subject to BNSF's approval;
 - C. No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF a letter agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance; and
 - D. To facilitate scheduling for the Project, Agency shall have its contractor give BNSF's representative Case McAdam (case.mcadam@bnsf.com) 6 weeks advance notice of the proposed times and dates for work windows. BNSF and



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Agency's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.

E. The plans and specifications for the Project must be in compliance with the Bridge Requirements set forth on Exhibit F.

- 15) Agency must advise the appropriate BNSF Manager of Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, Agency must notify BNSF's Manager of Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.

TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AGENCY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO AGENCY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AGENCY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AGENCY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION,



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SUBSEQUENT MAINTENANCE OF THE STRUCTURE OR PARK BY AGENCY, OR (VII) AN ACT OR OMISSION OF AGENCY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AGENCY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.

- 17)** Agency must give BNSF's Manager of Public Projects written notice to proceed with the railroad 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 premises, the parties hereto mutually agree to the following:

- 1)** All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications.
- 2)** The work hereunder must be done in accordance with the Bridge Requirements set forth on Exhibit F and the detailed plans and specifications approved by BNSF.
- 3)** Agency must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations (BNSF or its related railroads) or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting



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from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

- 4) BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Agency (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Agency (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner which is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Agency fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by Agency or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

- 5) Agency must supervise and inspect the operations of all Agency contractors to assure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of the BNSF railroad. If BNSF determines that proper supervision and inspection is not being performed by Agency personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed until Agency corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify [] for appropriate corrective action.
- 6) Pursuant to this section and Article II, Section 6 herein, Agency must, out of funds made available to it for the construction of the Project, reimburse BNSF in full for the



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actual costs of all work performed by BNSF under this Agreement, less BNSF's Share as set forth in Article IV, Section 6 herein. BNSF's Share must be paid upon completion of the Project.

- 7) All expenses detailed in statements sent to Agency pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Federal Aid Highway Program Manual, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.
- 8) The parties mutually agree that no construction activities for the Project, nor future maintenance of the Structure or Park once completed, will be permitted during the fourth quarter of each calendar year. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800-832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.
- 9) Subject to the restrictions imposed by Article IV, Section 9 above, the construction of the Project will not commence until Agency gives BNSF's Manager of Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number BF-20225604 and must state the time that construction activities will begin.
- 10) In addition to the terms and conditions set forth elsewhere in this Agreement, including, but not limited to, the terms and conditions stated in Exhibit F, BNSF and Agency agree to the following terms upon completion of construction of the Project:
 - A. BNSF will, at its sole cost and expense, accept, own, and maintain its roadbed, track, any access gates installed pursuant to the Project, railroad drainage, and all other railroad facilities.
 - B. Agency will own and maintain, at its sole cost and expense, the Structure, the Park, and appurtenances thereto, drainage and any access roadways to BNSF gates installed pursuant to this Agreement. BNSF may, at its option, perform maintenance on the Structure in order to avoid conflicts with train operations. BNSF will notify Agency prior to performing any such maintenance on the Structure. In the event such maintenance involves emergency repairs, BNSF will notify Agency at its earliest opportunity. Agency must fully reimburse BNSF for the costs of maintenance caused by the culvert or associated culvert construction work



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that interferes with train operations and/or performed by BNSF pursuant to this subsection (b).

- C. Agency must, at Agency's sole cost and expense, keep the Structure painted and free from graffiti.
- D. Agency agrees to reimburse BNSF for the cost of track surfacing due to settlement caused by the construction of the Structure for a period not to exceed two (2) years from the date of final inspection pursuant to Article III, Section 15.
- E. Agency must provide BNSF with any and all necessary permits and maintain roadway traffic controls, at no cost to BNSF, whenever requested by BNSF to allow BNSF to inspect the Structure or to make emergency repairs thereto.
- F. It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.
- G. Agency must keep the Structure and surrounding areas clean and free from birds, pigeons, scavengers, vermin, creatures and other animals.
- H. If Agency (including its contractors and agents) or BNSF, on behalf of Agency, performs (i) alterations or modifications to the Structure or Park, or (ii) any maintenance or other work on the Structure or Park with heavy tools, equipment or machinery at ground surface level horizontally within 25'-0" of the centerline of the nearest track, or (iii) any maintenance or other work to the superstructure of the Structure, then Agency or its contractors and/or agents must procure and maintain the following insurance coverage:
 - i) Railroad Protective Liability insurance naming only the **Railroad** as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy must be issued on a standard ISO form CG 00 35 10 93 and include the following:
 - (1) Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
 - (2) Endorsed to include the Limited Seepage and Pollution Endorsement.
 - (3) Endorsed to remove any exclusion for punitive damages.



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(4) No other endorsements restricting coverage may be added.

(5) The original policy must be provided to the **Railroad** prior to performing any work or services under this Agreement

As used in this paragraph, "**Railroad**" means "Burlington Northern Santa Fe Corporation", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

In lieu of providing a Railroad Protective Liability Policy, Agency may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy if available to Agency or its contractors. The limits of coverage are the same as above.

- 11) Agency hereby grants to BNSF, at no cost or expense to BNSF, a permanent right of access from Agency property to BNSF tracks for maintenance purposes.
- 12) Agency must provide one set of as built plans (prepared in English Units) to BNSF, as well as one set of computer diskettes containing as built CAD drawings of the Project and identifying the software used for the CAD drawings. The "as built plans" must comply with the Bridge Requirements set forth on Exhibit F and depict all information in BNSF engineering stationing and mile post pluses. The "as built plans" must also include plan and profile, structural bridge drawings and specifications, and drainage plans. All improvements and facilities must be shown.
- 13) Subject to the restrictions imposed by Article IV, Section 9 above, Agency must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **Inspection or Maintenance** purposes, and the BNSF Manager of Public Projects will determine if flagging is required. If the construction work hereunder is contracted, Agency must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. Agency will be responsible for its contractor(s) compliance with such obligations.
- 14) BNSF may, at its expense, make future changes or additions to the railroad components of the Structure if necessary or desirable, in BNSF's sole discretion, including, without limitation the following: (i) the right to raise or lower the grade or change the alignment of its tracks, (ii) the right to lay additional track or tracks, or (iii) the right to build other facilities in connection with the operation of its railroad. Such changes or additions must not change or alter the drainage components of the Structure. If it becomes necessary or desirable in the future to change, alter, widen or reconstruct the drainage components of the Structure to accommodate railroad



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projects, the cost of such work, including any cost incidental to alteration of railroad or drainage facilities made necessary by any such changes to the Structure, will be divided between BNSF and Agency in such shares as may be mutually agreed to by the parties hereto.

- 15)** If, in BNSF's discretion, trespassing incidents adjacent to the Park impede train operations or safety for the public or BNSF employees, BNSF may require the Agency to install additional fencing or other anti-trespass measures at Agency's sole expense.
- 16)** Agency may, at Agency's sole expense, alter or reconstruct the drainage components of the Structure if necessary or desirable, due to change in conditions; provided, however, that any such alteration or reconstruction must not encroach further upon or occupy the surface of BNSF's right-of-way to a greater extent than is contemplated by the plans and specifications to be approved by BNSF pursuant to Article III, Section 1 herein, without obtaining BNSF's prior written consent and the execution of a supplement to this Agreement or the completion of a separate agreement.
- 17)** Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of Arizona and the Federal Highway Administration, for a period of one (1) year from the date of final BNSF invoice under this Agreement for a period of three (3) years from the date of final BNSF invoice under this Agreement".
- 18)** The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.
- 19)** In the event construction of the Project does not commence within 12 months of the Effective Date, this Agreement will become null and void.
- 20)** Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.



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- 21)** To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.
- 22)** This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and Agency with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.
- 23)** Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

SIGNATURE PAGE FOLLOWS



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

BNSF RAILWAY COMPANY

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF SPRINGFIELD

Signature: _____

Printed Name: _____

Title: _____

Date: _____



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Exhibit A

[Insert cross-hatched drawing of the Temporary Construction License and Structure]

[BARTLETT AND WEST TO PREPARE EXHIBIT A]



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EASEMENT AGREEMENT

FOR _____

(C&M Agreement)

THIS EASEMENT AGREEMENT FOR _____ (**"Easement Agreement"**) is made and entered into as of the _____ day of _____ 20__ (**"Effective Date"**), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation (**"Grantor"**), and _____, a _____ (**"Grantee"**).

A. Grantor owns or controls certain real property situated at or near the vicinity of _____, County of _____, State of _____, at Mile Post _____, [Project # _____], as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the **"Premises"**).

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of _____ concerning improvements on or near the Premises (the **"C&M Agreement"**).

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement and in the C&M Agreement incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The **"Easement Purpose"** shall be for the purposes set forth in the C&M Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as **"Improvements"** and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement (**"Easement"**) over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to



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any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantee may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 **Reservations by Grantor.** Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and
- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

Section 2 Term of Easement. The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual. [***If this is a temporary easement, replace the preceding sentence with the following:** The term of this Easement, unless sooner terminated under provisions of this Easement Agreement, shall expire on the date that is after the Effective Date.]

Section 3 No Warranty of Any Conditions of the Premises. Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO



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THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED

UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 Nature of Grantor's Interest in the Premises. GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 Improvements. Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark



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all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

Section 6 Taxes and Recording Fees. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 Environmental.

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to



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investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

7.4 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.5 Evidence of Compliance. Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with the above-stated obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

Section 8 Default and Termination

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.



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8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

Section 9 Surrender of Premises.

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

- (a) remove all or such portion of Grantee's Improvements and all
- (b) appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (c) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;
- (d) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (e) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later,



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the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 10 **Liens.** Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11 **Tax Exchange.** Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 12 **Notices.** Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 **Recordation.** It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. **[*IF LEGAL DESCRIPTION IS NOT AVAILABLE USE THE FOLLOWING IN PLACE OF THE PRIOR SENTENCE: As of the Effective Date, a legal description of the Premises is not available. Grantee and Grantor shall work together in good faith to establish the legal description for the Premises. Once Grantor and Grantee have approved the legal description, Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as Exhibit "B" (the "Memorandum of Easement").]** The Memorandum of Easement shall be



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recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within ____ days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 Miscellaneous.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of **[Texas]** without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement and the C&M Agreement, which is incorporated herein, is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.



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Section 15. Administrative Fee. Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Easement Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of \$_____ over and above the agreed upon acquisition price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

_____,
a _____

By: _____
Name: _____
Title: _____



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EXHIBIT "A"

Premises



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EXHIBIT "B"

MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this _____ day of _____, 201_, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and _____, a _____ ("**Grantee**"), whose address for purposes of this instrument is _____, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in _____ County, _____ as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____, 201_ (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend,



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modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

END OF PAGE – SIGNATURE PAGE FOLLOWS



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IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS

§

COUNTY OF TARRANT

§

§

This instrument was acknowledged before me on the _____ day of _____, 20____,
by _____ (name) as
_____(title) of **BNSF RAILWAY COMPANY**, a Delaware
corporation.

Notary Public

My appointment expires: _____

(Seal)



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GRANTEE:

_____,

By: _____
Name: _____
Title: _____

STATE OF _____

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____ (name) as _____ (title) of _____, a _____.

Notary Public

My appointment expires: _____

(Seal)



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EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1) General

- A. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of
-
-
-
- B. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- C. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- D. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:



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- E. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- F. The Contractor must notify **(Agency)** at () and Railway's Manager Public Projects, telephone number () at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file .
- G. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place



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or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- H. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

2) Contractor Safety Orientation

- A. No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

3) Railway Requirements

- A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- B. The Contractor must notify the Railway's Division Engineer _____ at (_____) _____ and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- C. The Contractor must abide by the following temporary clearances during construction:
- 15'-0" Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts



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- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

D. Upon completion of construction, the following clearances shall be maintained:

- 25' Horizontally from centerline of nearest track
- 23' 6" Vertically above top of rail

E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the (Agency) and must not be undertaken until approved in writing by the Railway, and until the (Agency) has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by (Agency) for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any



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Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

4) Contractor Roadway Worker on Track Safety Program and Safety Action Plan

- A.** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- B.** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.
- i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.eVerifile.com, in addition to any other applicable regulatory requirements.
 - ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.
 - iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards



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set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

- iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

5) Railway Flagger Services

- A.** The Contractor must give Railway's **Roadmaster (telephone _____)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- B.** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - i) When, upon inspection by Railway's Representative, other conditions warrant.
 - ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
 - iii) When work in any way interferes with the safe operation of trains at timetable speeds.
 - iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
 - v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- C.** Flagging services will be performed by qualified Railway flaggers.



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- i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
- ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- iii) The cost of flagger services provided by the Railway will be borne by **(Agency)**. The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
- iv) The average train traffic on this route is _____ freight trains per 24-hour period at a timetable speed _____ MPH and _____ passenger trains at a timetable speed of _____ MPH.

6) Contractor General Safety Requirements

- A.** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- B.** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- C.** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop



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and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

- D. When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- E. Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- F. Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- G. For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- H. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- I. **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE**



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CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.

- J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

7) Excavation

- A. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative (_____)**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of



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underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- C. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- D. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

8) Hazardous Waste, Substances and Material Reporting:

- A. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

9) Personal Injury Reporting

- A. The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



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NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- | | |
|---|--|
| ☐ Passenger on train (C) | ☐ Non-employee (N)
<i>(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)</i> |
| ☐ Contractor/safety | ☐ Contractor/non-safety sensitive (G) |
| ☐ Volunteer/safety sensitive (H) | ☐ Volunteer/other non-safety sensitive (I) |
| ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates | |
| ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates | |
| ☐ Non-trespasser (J) - Off railroad property | |

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:
Fax 1-817-352-7595 or by Phone 1-800-697-6736 or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

(Name)

(Employee No.)

(Phone #)

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING
REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903
AND 83 U.S.C. 490**

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email Safety.IncidentReporting@BNSF.com.

Accident City/State: _____ Date: _____ Time: _____

County: _____ Temperature: _____ Weather: _____
(if non-BNSF location)

Name (Last/First/MI): _____

Age: _____ Gender (if available): _____

Company: _____

eRailsafe Badge Number: _____ Expiration Date: _____

BNSF Contractor Badge Number: _____ Expiration Date: _____

Injury: _____ Body Part: _____
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):

Work activity in progress at time of accident: _____

Tools, machinery, or hazardous materials involved in accident: _____

Treatment:

- ☐ First Aid Only
☐ Required Medical Treatment
☐ Other Medical Treatment: _____

Dr. Name: _____ Date: _____

Dr. Street Address: _____ City: _____ State: _____ Zip: _____

Hospital Name: _____

Hospital Street Address: _____ City: _____ State: _____ Zip: _____

Diagnosis: _____

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT...." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).



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EXHIBIT "C-1"

**Agreement Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR**

Railway File: _____

Agency Project: _____

Maricopa County Department Of Transportation, a/an (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 20____, [*****Drafter's Note: insert the date of the contract between the Agency and the Contractor here**] with [Drafter's Note: insert the name of the **Agency here**] for the performance of certain work in connection with the following project: _____. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for [insert Agency name here] (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

- A.** Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and



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Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

- B. It is mutually negotiated between the parties that the indemnification obligation shall include all claims brought by Contractor's employees against Railway, its agents, servants, employees or otherwise, and Contractor expressly waives its immunity under the industrial insurance act (RCW Title 51) and assumes potential liability for all actions brought by its employees.**
- C. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**
- D. Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.**



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- E. In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**
- F. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

- A. This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:



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- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:



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- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.

A. Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement
- ◆ Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also



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waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.



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Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming **Railway** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railway** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify **Railway** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railway** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by **Railway** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving **Railway** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, **Railway** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.



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4) SALES AND OTHER TAXES

- A.** In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.
- B.** Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; *provided, however*, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.
- C.** Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are



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made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

- A.** The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

6) TRAIN DELAY

- A.** Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.
- B.** For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.
- C.** Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments.



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Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

- D. The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.
- E. Contractor and its subcontractors must give Railway's representative () () weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.
- F. Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS



Contract Number: BF-20225604

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

BNSF RAILWAY COMPANY

**Maricopa County Department Of
Transportation**

Signature:_____

Signature:_____

Printed Name:_____

Printed Name:_____

Title: Manager Public Projects

Title:_____

Date:_____

Date:_____

Accepted and effective this _____ day of 20__.

Contact Person:_____

Address:_____

City:_____

State:_____

Zip:_____

Fax:_____

Phone:_____

E-mail:_____



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EXHIBIT D

[Insert Cost Estimate for Railroad Work here]



Contract Number: BF-20225604

Exhibit E

[Public Projects Manager's letterhead]

Date: _____

Mr./Ms. _____
_____ [Name of Agency Here]
_____ [Address for Agency]

Re: Final Approval of Plans and Specifications dated _____, 20____,
drafted by _____ **[insert name of architecture or
engineering firm here]** (hereinafter called, the "Plans and
Specifications")

Dear _____:

This letter serves as BNSF RAILWAY COMPANY's ("BNSF") final written approval of the Plans and Specifications covering the construction of _____ **[insert description of the project here]**. This final written approval is given to _____ **[insert name of Agency here]** ("Agency") pursuant to Article III, Section 1 of that certain Underpass Agreement between BNSF and Agency, dated _____, 20____. If the Plans and Specifications are revised by Agency subsequent to the date set forth above, this letter shall no longer serve as final written approval of the Plans and Specifications and Agency must resubmit said Plans and Specifications to BNSF for final written approval.

Regards,

[Public Projects Manager's Name]



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EXHIBIT F

Grade Separations

(FOR USE IN ANY C&M AGREEMENT FOR CONSTRUCTION OF AN OVERPASS OR AN UNDERPASS INITIATED BY A PUBLIC AGENCY)

BNSF PROCESS REQUIREMENTS FOR DESIGN & CONSTRUCTION OF GRADE SEPARATION PROJECTS BY A PUBLIC AGENCY ON BNSF RIGHT OF WAY, WHICH IMPACT BNSF PROPERTY OR OPERATIONS

1.01 General:

- 1.01.01 The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of

- 1.01.02 Definitions:
 - **Operationally Critical, (OC):** defined as Work that requires a submittal and acceptance by BNSF, which impacts, or could impact BNSF operations, on BNSF right-of-way or adjacent to it.
 - **Acceptance:** BNSF's response to plan submittals indicating a notice to proceed with work in the field; **Disclaimer for Acceptance:** ***BNSF has reviewed these submittals and no exceptions are taken with regard to BNSF's ability to use or accommodate the project as intended. BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design or execution of the project.**
 - **Inspector/Coordinator, (I/C):** A third party consultant which BNSF hires to assist in the coordination of the project on BNSF's behalf. When referenced, "I/C" refers to the I/C team consisting of I/C-I, I/C-II, and the Resident Engineer (RE). The I/C team's role is to ensure the project is constructed per accepted* plans and specifications for that portion of the project on BNSF right of way, as it affects BNSF. The I/C will monitor



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construction activities to ensure that improvements used by BNSF meet all requirements of BNSF, and accommodate railroad operations.

- 1.01.03 The following submittals and actions are required by BNSF prior to Operationally Critical, (OC) Work being performed on BNSF property or above tracks being operated by BNSF Railway:

2.01 Submittals and Actions Required During the Project Design Phase:

- 2.01.01 The Agency shall be the main contact for BNSF throughout the project. Agency shall be included on all correspondence relating to BNSF.
- 2.01.02 Required Design Submittals: (Allow for 4 weeks for BNSF to review design submittals)

Agency shall refer to the requirements of the UP/BNSF Guidelines on Grade Separation Projects when designing a grade separation which will impact BNSF Railway. Agency will be required to submit plans for BNSF review and comment. Plans shall not be labeled "final" until all comments have been addressed and BNSF has accepted* the plans.

Examples of required design submittals may be, but are not limited to:

Concept, vertical profile of Top of Rail, 30% plans and final plans

The following submittals will require a Professional Engineer, (PE) stamp:

Overpass design

Underpass design



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Hydraulic study

Any non-standard design of a structure which will carry train loading

Work covered by a submittal shall not be performed in field without receiving Acceptance from BNSF.

Work windows will not exceed 6 hours, so project should be designed accordingly.

The following Disclaimer applies to BNSF acceptance of Agency design plans:

**BNSF has reviewed these submittals and no exceptions are taken with regard to BNSF's ability to use or accommodate the project as intended. BNSF has not reviewed the design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design or execution of the project.*

3.01 Submittals and Actions Required During the Construction Phase:

- 3.01.01 The Agency shall be the main contact for BNSF throughout the project. Agency shall be included on all correspondence relating to BNSF. **BNSF will NOT accept submittals directly from the Agency's Contractor.**
- 3.01.02 BNSF will hire a consultant team to perform the duties of an Inspector/Coordinator, (I/C) on behalf of BNSF for the duration of the field construction of the project. The cost of the I/C will be reimbursable to BNSF by the Agency or their Contractor.

BNSF requires the I/C team be involved in the project throughout the construction phase to represent BNSF.



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The I/C has authority to remove a contractor's employee from BNSF property if that employee fails to comply with the BNSF safety policy, does not have proper PPE or otherwise ignores instructions regarding work on BNSF right-of-way. The I/C has authority to shut down work on BNSF right-of-way if the contractor works in a manner that is in violation of BNSF's safety policy or FRA regulations.

Anytime instructions to the contractor by BNSF or the I/C are not complied with, the project may be shut down. All equipment and personnel will be removed from BNSF property until issues causing the shutdown are resolved to BNSF's satisfaction.

- 3.01.03 Agency must hold a pre-construction meeting with contractor and BNSF prior to work beginning on BNSF property.

The Pre-Construction meeting shall not be held until 30 days after I/C has been selected – this allows time for the I/C to become familiar with the project.

Recommend scheduling two weeks prior to construction commencing to allow for adjustment to work plans, if needed.

- 3.01.04 Required Construction Submittals: : (Allow for 4 weeks for BNSF to review submittals)

All submittals should flow from the Contractor to the Agency, to the I/C Consultant, to the BNSF Project Engineer, (PE), and to BNSF Structures with responses back through the same communication chain. **BNSF will not accept submittals directly from the Contractor.**

Any changes to the work governed by a submittal requires that the submittal be re-accepted* by BNSF before the work commences.



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Examples of construction submittals required include but are not limited to:

Contractors Safety Action Plan, Fire Prevention Plan, Proposed Project Schedule, Demolition, Shoring, Falsework and Lifting of Materials.

The following submittals will require a Professional Engineer, (PE) stamp:

Critical Pick Plan (75% of capacity of crane, or multi-crane pick)

Lifted Material Plan (Placement or Removal) – When lift is within temporary construction clearances and when lift is within 25' of the centerline of the nearest track

Demolition Plan

Temporary Shoring Plan

Bracing Design Plan (non-standard only per DOT)

For overpasses, Agency shall submit as-built plans of the structure, including final clearance dimensions to the I/C. Vertical clearance must be measured from the Top of Rail, horizontal clearance must be measured from the nearest track centerline.

OPERATIONALLY CRITICAL WORK AND SUBMITTALS: (4 to 6 weeks review timeline)

All OC work requires a submittal and acceptance* by BNSF.

- Operationally Critical (OC) submittals are those that have the potential to affect the safe operation of trains and will need to be reviewed carefully. Work must be monitored to ensure it conforms to the submitted/accepted* plan.
- In-person safety review meetings will be required with BNSF representative, I/C, Contractor and Agency representative for all OC work and must be documented. The purpose of the meeting is to ensure all parties understand BNSF requirements and are following the applicable submittals. When a track work window is required the meeting shall occur at least 48 hours in advance of work starting.
- **Submittals must meet the requirements of the UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects. Submittals must also follow the requirements outlined in BNSF Review Comment Sheets, Use of Cranes & Lifting of Materials Submittal Schedule, BNSF Guidelines for Preparation of Bridge Demolition &**



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Removal Plan and the BNSF-UPRR Guidelines for Temporary Shoring. Some submittals are required to be sealed by a licensed professional engineer.

- a. See Table 3-1 for Overhead Structures in UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects
- b. See Table 3-2 for Underpass Structures UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects
- c. Examples of OC submittals included in the above are:
 - i. Shoring (Follow BNSF-UPRR Guidelines for Temporary Shoring)
 - ii. Falsework
 - iii. Demolition (Need plans for substructure and superstructure. Follow BNSF Guidelines for Preparation of Bridge Demolition & Removal Plan)
 - iv. Erection (overhead and underpass structures)
 - v. Construction Phasing Plans
- d. Additional OC submittals required, but not included in the Guidelines are:
 - i. All work plans that remove tracks from service (track outage windows require a detailed Gantt chart when greater than 2 hours)
 - ii. Contingency plans
 - iii. Additional OC submittals may be required on a project by project basis.

For underpasses and other railroad bridges, as required in Sections 4.11 and 4.12 of the UP Railroad - BNSF Railway Guidelines for Railroad Grade Separation Projects, a RE will be on site full-time during construction, at the cost of the project. At the discretion of the RE, as accepted by BNSF, an I/C-I or I/C-II maybe assigned for field duties where the work is not critical to ensuring the bridge is built to accepted project plans and specification.



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- BNSF requires temporary and new track and railroad bridges be inspected by an FRA qualified BNSF employee prior to being placed into service. Two week advanced notice to BNSF structures department is required. For underpasses, all pile driving records are to be provided within 3-days of driving to the BNSF PE.
- Agency shall submit an as-built survey of shoo-fly final alignments. Alignments must conform to BNSF Shoo-fly procedures.

- 3.01.05 Prior to any work commencing on BNSF right of way:

Contractors C/C-1 or Right of Entry must be fully executed and their insurance must be approved before they can perform work on BNSF property.

Proof of Contractors insurance approval must be produced to the BNSF PE and the I/C.

- 3.01.06 Contractor must adhere to all other BNSF policies and procedures not specifically mentioned in this agreement.



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EXHIBIT G

Sarival Road Reinforced Concrete Box Culvert Project
Estimated Total Project Cost



EXPLANATION TO COUNCIL BILL 2025-162 (HARDINGER, HORTON)

FILED: 07/15/2025

ORIGINATING DEPARTMENT: Law

TITLE: A general ordinance suspending enforcement of Sec. 118-124 of the City Code, requiring payment of a vehicle inspection fee for taxicabs; and referring Chapter 118 – Vehicles for Hire, Article II – Taxicabs, Courtesy Cars and Airport Limousines, to the Finance and Administration Committee.

PURPOSE:

BACKGROUND INFORMATION: Chapter 118 – Vehicles for Hire, Article II – Taxicabs, Courtesy Cars, and Airport Limousine, creates local regulations for taxicabs, including related fees. The local regulations for taxicabs have not been comprehensively reviewed since 2016.

City Council desires to conduct a full review of the local regulations for taxicabs for the purpose of evaluating what changes, if any, should be made to said regulations. City Council's goal in performing this review is for the local regulations for taxicabs to be consistent with modern technology, encourage passenger safety in a meaningful way, and facilitate an even playing field for taxicabs and transportation network companies (TNCs). City Council desires to refer this review to the Finance and Administration Committee.

City Council further desires to suspend enforcement of Sec. 118-124 of the City Code, requiring payment of a vehicle inspection fee for taxicabs, pending a Committee recommendation regarding the same.

Submitted By: Jordan Paul, City Attorney

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

Attachments:

1. SGF CB RE suspend Sec. 118-124 and refer to F&A - CB
2. Committee Referral Request Form - 118-49 - HH

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-09-2025

Sponsored by: Hardinger, Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-162

GENERAL ORDINANCE _____

AN ORDINANCE

1 SUSPENDING enforcement of Sec. 118-124 of the City Code, requiring payment of
2 a vehicle inspection fee for taxicabs; and referring Chapter 118 –
3 Vehicles for Hire, Article II – Taxicabs, Courtesy Cars and Airport
4 Limousines, to the Finance and Administration Committee.
5 _____
6

7 WHEREAS, Chapter 118 – Vehicles for Hire, Article II – Taxicabs, Courtesy Cars,
8 and Airport Limousine, creates local regulations for taxicabs, including related fees; and
9

10 WHEREAS, the local regulations for taxicabs have not been comprehensively
11 reviewed since 2016; and
12

13 WHEREAS, City Council desires to conduct a full review of the local regulations
14 for taxicabs for the purpose of evaluating what changes, if any, should be made to said
15 regulations; and
16

17 WHEREAS, City Council's goal in performing this review is for the local regulations
18 for taxicabs to be consistent with modern technology, encourage passenger safety in a
19 meaningful way, and facilitate an even playing field for taxicabs and transportation
20 network companies (TNCs); and
21

22 WHEREAS, City Council desires to refer this review to the Finance and
23 Administration Committee; and
24

25 WHEREAS, City Council further desires to suspend enforcement of Sec. 118-124
26 of the City Code, requiring payment of a vehicle inspection fee for taxicabs, pending a
27 Committee recommendation regarding the same.
28

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

32 Section 1 – City Council hereby suspends Sec. 118-124 of the City Code, requiring
33 payment of a vehicle inspection fee for taxicabs. Sec. 118-124 shall not be suspended

for any other vehicle subject to Chapter 118, Article II.

Section 2 – City Council hereby directs the City Manager to suspend enforcement of Sec. 1181-124 of the City Code, requiring payment of a vehicle inspection fee for taxicabs. Sec. 118-124 shall not be suspended for any other vehicle subject to Chapter 118, Article II.

Section 3 – City Council hereby refers the policy issues and substantive changes involved with any changes to Chapter 118 – Vehicles for Hire, Article II – Taxicabs, Courtesy Cars and Airport Limousines, to the Finance and Administration Committee, a City Council Committee Referral Request Form being attached hereto and incorporated by reference as Exhibit A.

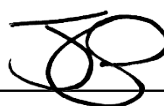
Section 4 – This Ordinance shall become effective immediately upon its passage.

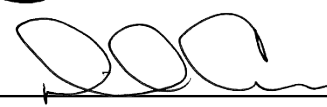
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, City Attorney

Approved for Council action:  _____, City Manager

City Council Committee Referral Request Form

1. Council Member Requesting the Referral: Hardinger

2. Referral Information

- Date of Referral: July 8, 2025 ☒ Citizen Request
- Title of Referral: Review of Chapter 118 - Vehicles for Hire, Article II - Taxicabs, Courtesy Cars and Airport Limousines.
- Description/Purpose of referral and Desired Outcome: (Provide a detailed description of the item to be referred, including background information, objectives, desired outcome, and any relevant context.) (Attachments see #5.)

Chapter 118 – Vehicles for Hire, Article II – Taxicabs, Courtesy Cars and Airport Limousines has not been comprehensively reviewed since 2016. I am requesting that this article be reviewed for the purpose of evaluating what changes, if any, should be made to the City’s regulation of vehicles for hire, including the frequency and scope of inspection, which are the basis for fees. My goal is for this article to be consistent with modern technology, encourage passenger safety in a meaningful way, and facilitate an even playing field for taxicabs and transportation network companies (TNCs).
- Relates to which Adopted City Council Priority Objective: Economic Vitality
- Time Constraints or Pertinent Deadlines for review: (Provide information pertaining to any deadlines or timeframes that may affect what priority this issue is given in Committee.)

N/A

☐ Request recommendation or ☒ Request Draft Ordinance for City Council to review.

3. Requested Committee for Referral:

- ☒ **Finance and Administration Committee** (Areas of Responsibility include Fees and Charges for Services; Financial Policies; Federal and State Assistance Programs; Insurance and Retirement Policies; Oversight of Internal Audit Services; Review of Capital Improvement Projects.)
- ☐ **Plans and Policies Committee** (Areas of Responsibility include Master Planning of all areas, Council goals and procedures; City Code revisions.)
- ☐ **Community Involvement Committee** (Areas of Responsibility include Legislative priorities, neighborhood issues, environmental areas, Economic Development.)
- ☐ **Public Involvement Committee** (Area of Responsibility include Recommendations for appointment to Boards and Commissions.)
- ☐ **Committee of the Whole** (Areas of Responsibility include Recommendations for appointment to Board of Public Utilities and Police Civilian Review Board or any other referred matter.)

Reason for Referral to Selected Committee: (Explain why this item should be referred to the selected

4. Additional Information

- **Additional Notes or Comments:** (Any additional information or special considerations regarding the referral.)

I am making this referral in response to correspondence received from Springfield Yellow Cab.

- **Attachments:**
 - (Include any supporting documents or materials relevant to the item being referred. e.g., reports, data, previous meeting minutes, etc.)

For City Clerk's Office Use Only

Referral Outcome

Referred: _____

Withdrawn: _____

Committee referred to: _____

Committing Meeting Dates Considerations: _____

Recommendation to City Council: _____

Council Action: _____



EXPLANATION TO COUNCIL BILL 2025-158 (HORTON)

FILED: 07/15/2025

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of West Talmage Addition, generally located at 2655 North Grant Avenue and 739 West Talmage Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance.

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of West Talmage Addition, generally located at 2655 North Grant Avenue and 739 West Talmage Street upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of West Talmage Addition dated April 22nd, 2025, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in Exhibit B, Attachment 3.
- B. The Planning and Zoning Commission held a public hearing on June 12th, 2025, and approved the Preliminary Plat by a vote of 6 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the subdivider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the subdivider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

REMARKS: Staff recommends approval.

Submitted By: Andrew Menke, Senior Planner

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

Attachments:

1. Preliminary Plat of West Talmage Addition - 2655 N. Grant Ave. and 739 W. Talmage St.
2. PPlat West Talmage Add_exhA
3. PPlat West Talmage Add_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. 23
Filed: 07-08-25

Sponsored by: Horton

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-158

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, Missouri, as
3 shown on the Preliminary Plat of West Talmage Addition, generally
4 located at 2655 North Grant Avenue and 739 West Talmage Street,
5 upon the applicant filing and recording a final plat that substantially
6 conforms to the preliminary plat; and authorizing the City Clerk to sign
7 the final plat upon compliance with all the terms of this Ordinance.
8
9

10 WHEREAS, an original Preliminary Plat of West Talmage Addition, dated April
11 22, 2025, is on file with the City's Department of Planning and Development; and
12

13 WHEREAS, the Planning and Zoning Commission of the City of Springfield,
14 Missouri, held a public hearing and conditionally approved the Preliminary Plat of
15 Hulston Subdivision on June 12, 2025, by a vote of 6 to 0, a copy of the Record of
16 Proceedings from said public hearing being attached hereto and incorporated herein by
17 this reference as "Exhibit A."
18

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

22 Section 1 – City Council hereby authorizes the Director of Planning and
23 Development, on behalf of the City of Springfield, to accept the land, easements, and
24 improvements dedicated to the City, as shown on the Preliminary Plat of West Talmage
25 Addition, which is generally located at 2655 North Grant Avenue and 739 West Talmage
26 Street, as approved by the Planning and Zoning Commission. The original Preliminary
27 Plat of West Talmage Addition is on file in the Department of Planning and
28 Development ("Approved Preliminary Plat"), a reduced version of which is attached
29 hereto for general reference as "Exhibit B – Attachment 3." All of "Exhibit B," including
30 attachments, is incorporated herein by this reference.
31

32 Section 2 – The Director of Planning and Development shall be authorized to
33 accept the land, easements, and improvements dedicated to the City, as shown on said

plat, upon the applicant filing and recording a final plat in accordance with this Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of all conditions referenced herein and in "Exhibit B – Attachment 2."

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby authorized to endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: [Signature], City Manager

EXHIBIT A
RECORD OF PROCEEDINGS
Planning and Zoning Commission – June 12, 2025

Preliminary Plat of West Talmage Addition
2655 North Grant Avenue and 739 West Talmage Street

Applicant: Baptist Temple of Springfield

Mr. Menke states that this is a request to approve a preliminary plat for 1 lot and 32 condominium units.

Mr. Scott asked about who will be responsible for the maintenance and care of the grounds prior to completion of construction and if the City reviews covenants to make sure they are covered. Mr. Menke noted that the property owner would be responsible at that point in the process, and that staff reviews the covenants with the submitted final plat.

Mr. Colony asked if the stormwater concerns were taken care of and Mr. Menke replied that stormwater has reviewed and approved it, noting that the applicant is designing a detention basin beyond what the City considered standard.

Mr. Doennig opened the public hearing.

Mr. Tim Stalzer, 1580 Center Road and here to answer any questions.

Mr. John Gann, 807 W. Talmage stated that he is against condominiums.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commissioner Knuckles moved to approve Preliminary Plat of West Talmage Addition; Commissioner Pauly seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Pauly, Commissioner Gunther, and Commissioner Knuckles. Nays: None. Absent: Commissioner Ridge, Commissioner Hunton, and Commissioner Lebeck. Abstain: None.



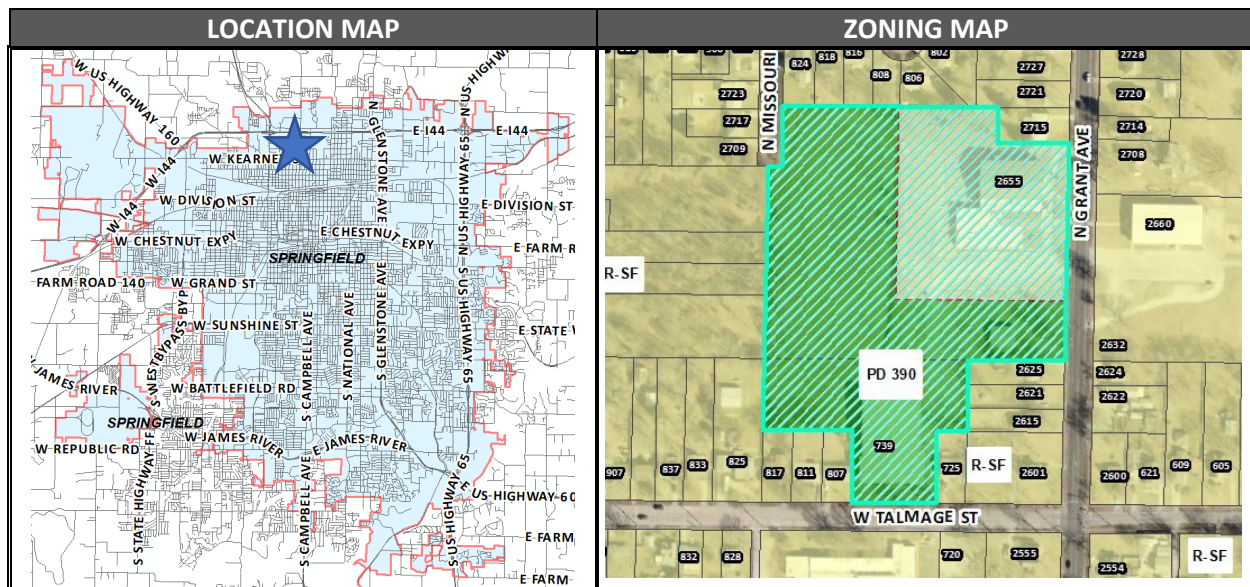
Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Preliminary Plat of West Talmage Addition
Location:	2655 North Grant Avenue & 739 West Talmage Street
Total Acres:	9.37 acres
Applicant:	Baptist Temple of Springfield
Existing Land Use:	Church, Gymnasium, & Undeveloped Property
Neighborhood Meeting:	N/A
Planning and Zoning Commission:	June 12, 2025
City Council:	July 14, 2025
Public Notification:	Posted property
Staff:	Andrew Menke, Senior Planner, (417) 864-1613
Staff recommendation:	Staff recommends approval
Proposed motion:	Move to approve the preliminary plat of West Talmage Addition subject to the conditions listed in Attachment 2 of the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to subdivide approximately 9.37 acres of property generally located at 2655 North Grant Avenue and 739 West Talmage Street into one (1) lot and thirty-two (32) condominium units to facilitate the development of the site.

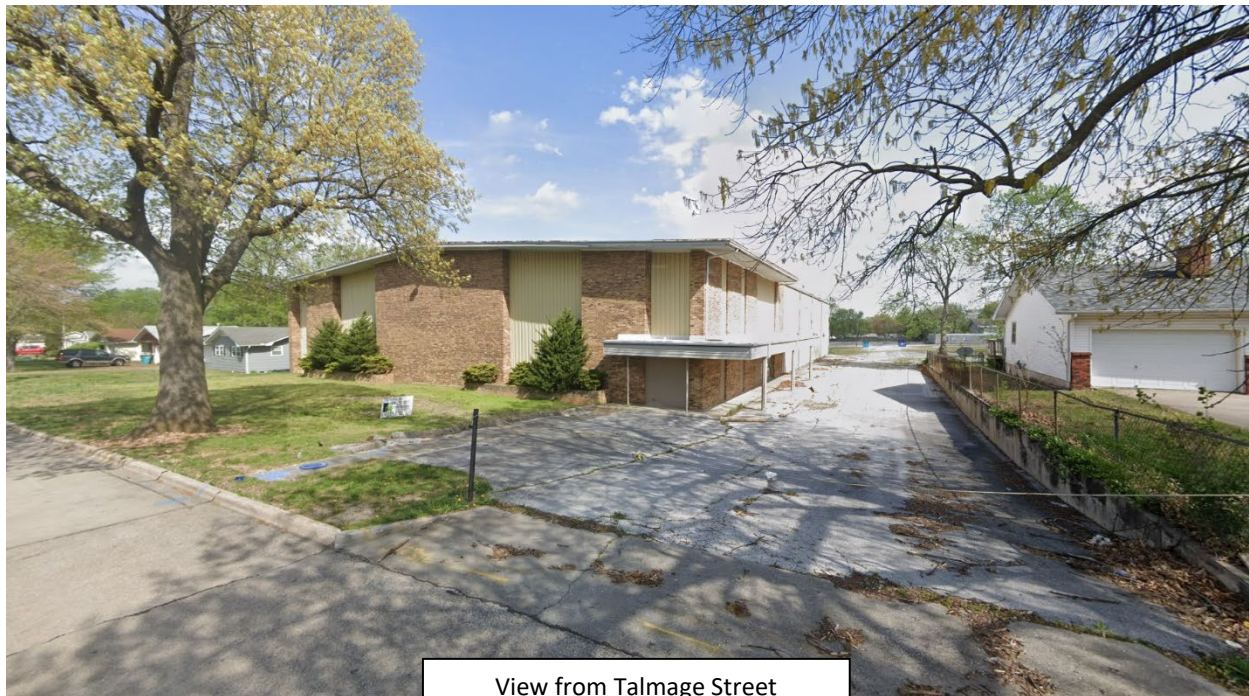


DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:

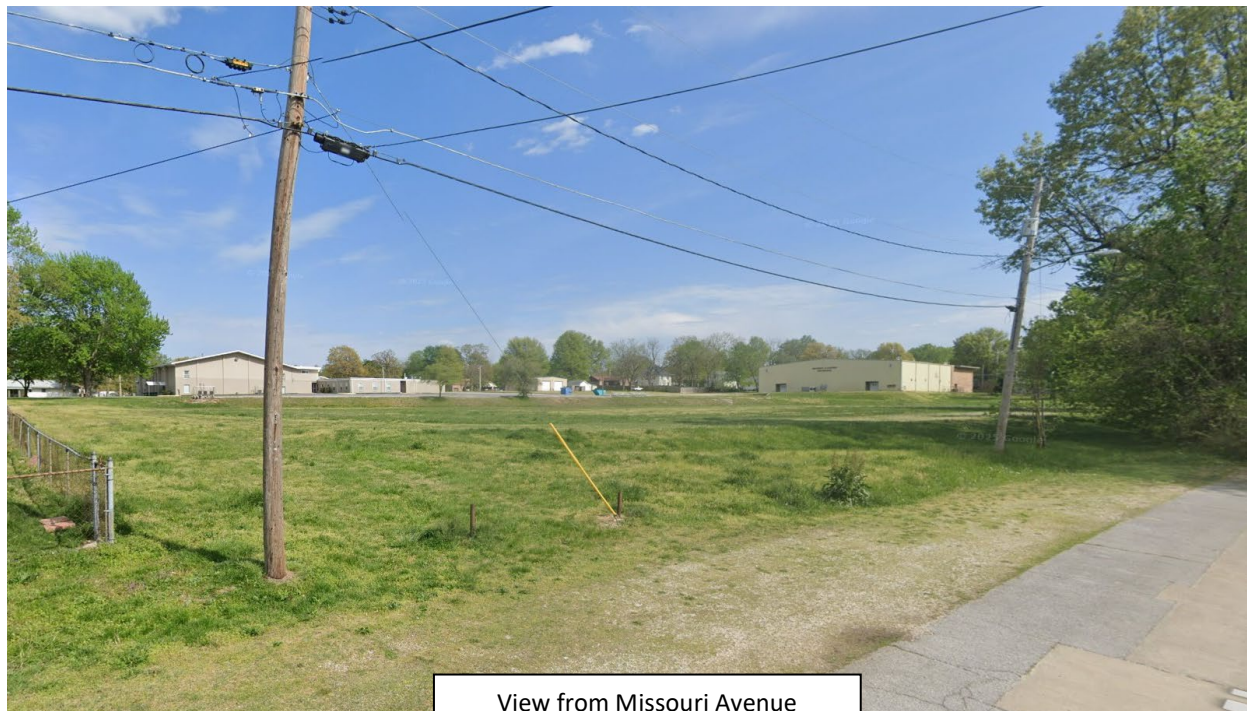


View from Talmage Street

DEVELOPMENT REVIEW STAFF REPORT



View from Grant Avenue
(Northeast corner of site)



View from Missouri Avenue
(Northwest corner of site)

DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The south 170 feet of the subject property was annexed into the city in 1926. The remainder of the property was annexed in 1950. In 1995, the property was certified as a tract of record. The same year, at the time of the citywide remapping, the property was rezoned to R-SF, Single-Family Residential. A portion of the property that corresponds to the boundaries of the proposed common area and condominium units was rezoned to Planned Development No. 390.

PLANNING AND ZONING COMMISSION AUTHORITY:

Action Type: Administrative.

A subdivision is the legal process to divide a surveyed tract of land into lots for the purposes of sale of the property. Platting is the process of mapping those lots and is considered part of the subdivision process. Subdivision is an administrative action. An administrative action is ministerial and non-discretionary. In reviewing a preliminary plat, the role of the Planning and Zoning Commission is to determine whether the plat meets the minimum requirements set forth in the subdivision statutes and the subdivision regulations in the Land Development Code. If the plat meets these standards, approval is required.

Relevant Authority

Revised Statutes of Missouri

Sections 89.400 through 89.470

City Charter

Sec. 11.7. – Legal status of master plan.

- (1) *Master plan to provide general guidelines.* The master plan shall be prepared and maintained as a general guide for the orderly and efficient development and redevelopment of the City of Springfield. The master plan shall be kept current through review not less than every five years. When required by this Charter or otherwise deemed necessary, such review shall include proposed revisions or alterations in the master plan and public hearings thereon.
- (2) *Regulations to generally conform to master plan.* All rezoning of land, subdivision plats, development proposals, and the zoning ordinance, subdivision ordinance and the zoning map should generally conform with the guidelines set forth in the master plan and should be reviewed for consistency with the master plan; provided, however, inconsistencies with the master plan shall not constitute cause to invalidate any such matter. The master plan shall not have the effect of a regulatory ordinance.

DEVELOPMENT REVIEW STAFF REPORT

(3) *Master plan to guide public improvements.* The master plan shall provide guidelines for the location of public streets, parks and other public ways, grounds and spaces, public buildings and structures, facilities of public or private utilities, and the acquisition of real property by the city for public use. To that end the planning and zoning commission shall review the following:

- (a) All proposals to construct or extend public streets.
- (b) All proposals to improve land as a park.
- (c) All proposals to lay out or improve other public ways, grounds or spaces.
- (d) All proposals to construct public buildings and structures.
- (e) All proposals to lay out and construct facilities of public utilities, whether publicly or privately owned.
- (f) All proposals to acquire real property for public purposes.

In reviewing and approving all such proposals, the function of the planning and zoning commission shall be to determine whether they are generally consistent with the master plan of the city. No such proposals shall be constructed or authorized until the location, extent and character thereof has been submitted and approved by the planning and zoning commission.

In case of disapproval, the commission shall communicate its reasons to the city council, and the city council, by vote of not less than two-thirds of its entire membership, may overrule the disapproval and, upon the overruling, the city council or the appropriate board or officer may proceed, except that if the proposal is by an agency other than an agency of the city and the authorization or financing does not fall within the province of the city council, then the submission to the planning commission shall be by the agency having jurisdiction, and the planning commission's disapproval may be overruled by that agency by a vote of not less than two-thirds of its entire membership. The acceptance, widening, removal, extension, relocation, narrowing, vacation, abandonment, change of use, acquisition of land, sale or lease of any street or other public facility is subject to similar submission and approval, and the failure to approve may be similarly overruled.

In the event the commission shall fail to act within thirty days after the date of official submission of a proposal (which date shall be the date that the matter is placed upon the agenda of the commission) to the commission, then the proposal shall be deemed to have been approved by the commission, unless a longer period for review by the commission shall have been authorized by the council or by the public officials submitting the proposal. In any case in which the commission finds that it is not reasonably able to complete its review of a proposal within thirty days, it may extend the time for such review for not more than thirty days.

City of Springfield Land Development Code

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

DEVELOPMENT REVIEW STAFF REPORT

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 - 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.

DEVELOPMENT REVIEW STAFF REPORT

2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

DEVELOPMENT REVIEW STAFF REPORT

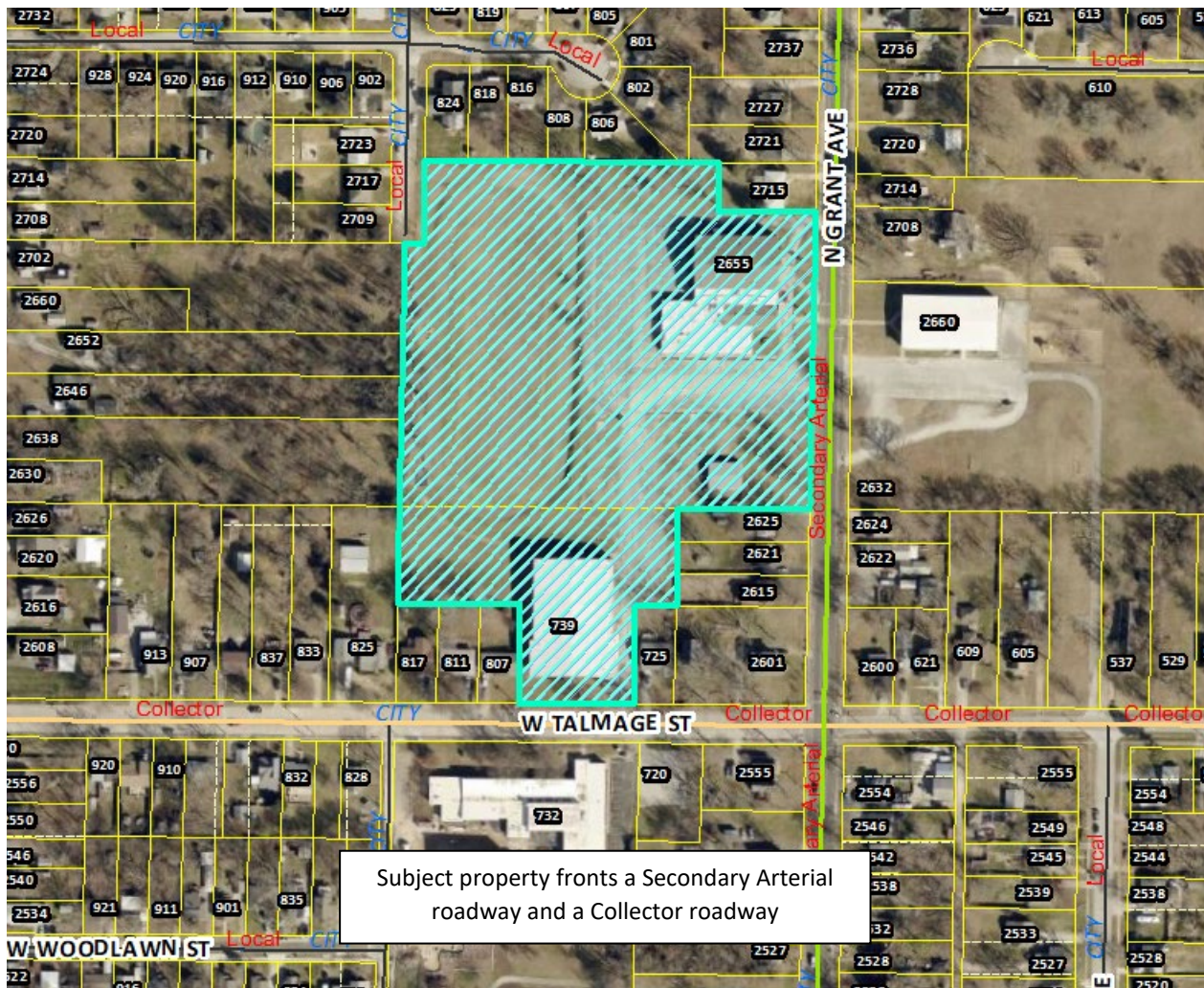
ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR SINGLE-FAMILY RESIDENTIAL
Minimum lot dimension requirements	Lot Area: 6,000 square feet Lot Width: 50 feet Lot Depth: 80 feet
Maximum structure height	- When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. - When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Front yard setback	15 feet along local streets 25 feet along Collector streets or higher
Side yard setback	Five feet or as required by section 36-453, supplemental open space and yard regulations.
Rear yard setback	Ten percent of the lot depth, but may not be less than ten feet nor shall more than 20 feet be required.
Street Classification	N Grant Avenue – Secondary Arterial W Talmage Street – Collector N Missouri Avenue – Local
Sidewalks	Sidewalk is required along the frontage of all adjacent streets. Sidewalk currently exists along Grant Avenue.
Open Space Requirements	The minimum open space ratio on each buildable lot shall be at least 30 percent.

CODE ITEM	REQUIREMENTS FOR PLANNED DEVELOPMENT 390
Minimum lot dimension requirements	Lot Area: 6,000 square feet Lot Width: 50 feet Lot Depth: 80 feet
Maximum structure height	Two floors or thirty-five (35) feet in height
Front yard setback	15 feet along local streets 25 feet along Collector streets or higher
Side yard setback	Five feet or as required by section 36-453, supplemental open space and yard regulations.
Rear yard setback	Ten percent of the lot depth, but may not be less than ten feet nor shall more than 20 feet be required.
Street Classification	N Grant Avenue – Secondary Arterial W Talmage Street – Collector N Missouri Avenue – Local
Sidewalks	Sidewalk is required along the frontage of all adjacent streets. Sidewalk currently exists along Grant Avenue. Internal sidewalks shall connect building entrances to one another and to sidewalks on adjacent public and/or private streets/driveways via a minimum four (4) foot wide sidewalk.
Open Space Requirements	The minimum open space ratio on each buildable lot shall be at least 30 percent.

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is proposing to subdivide approximately 9.37 acres into one (1) lot and thirty-two (32) condominium units in a subdivision named "West Talmage Addition".
2. The portion of the property zoned R-SF, Single-Family Residential District, where the church is located, is to be a traditional subdivision lot. The remainder of the existing parcel is zoned Planned Development District 390 and will be designated as thirty-two (32) condominium units, surrounded by common area.
3. The condominium units will be constructed within the building envelopes designated in this Preliminary Plat. Once constructed, an Administrative Condominium Plat will be submitted to reduce the boundaries of the building envelopes to the location of the exterior walls of the single-family detached structures.
4. An Administrative Final Plat will be submitted to plat Lot 1 of this Preliminary Plat.
5. Per Planned Development 390, vehicular access to Talmage Street is prohibited. Access to Grant Avenue is only allowed after the access to the north, on 2655 North Grant Avenue, is closed.
6. Per Planned Development 390, access to Missouri Avenue will be for emergency purposes only. Access will be gated and locked with a Knox padlock for Fire Department access.
7. All lots meet the minimum requirements of the City's subdivision regulations, the R-SF, Single-Family Residential District, and Planned Development District 390.
8. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.
9. The Land Development Code requires that each lot have adequate public facilities including but not limited to water, sanitary sewer, electricity, gas, open space, storm drainage, access to the public transportation system, and that any existing natural features such as floodplains, stream buffers and sinkholes have been identified on the preliminary plat.
10. The proposed preliminary plat was reviewed by City departments and comments are contained in **Attachment 1**. Conditions of Approval are provided in **Attachment 2**. The Preliminary Plat drawing can be found in **Attachment 3**.

DEVELOPMENT REVIEW STAFF REPORT

STAFF RECOMMENDATION:

1. The proposed subdivision meets all applicable requirements of the City of Springfield's *Land Development Code* for subdivisions and is compatible with the zoning requirements of the R-SF Single-Family Residential District and Planned Development District 390.
2. Staff recommends approval as submitted in the staff report.

PLANNING AND ZONING COMMISSION OPTIONS:

In reviewing a preliminary plat, the role of the Planning and Zoning Commission is to determine whether the plat meets the requirements set forth in the subdivision statutes and the Land Development Code. If the plat meets these minimum standards, approval is required.

The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing.

1. The commission shall approve the preliminary plat.
2. The commission shall conditionally approve the preliminary plat.
3. The commission shall disapprove the preliminary plat and state for the record which requirement or requirements of the *Land Development Code* the preliminary plat fails to meet.

PUBLIC NOTIFICATION AND COMMENTS:

The property was posted by the applicant at least 10 days prior to the public hearing.

No comments were received by citizens for this case at the time of publication.

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

ATTACHMENT 1

1. AT&T:

Approved.

2. CITY UTILITIES:

Revised submittal is acceptable to CU for the prelim plat. CU can provide electric/gas/water to the development, per our extension policy. CU will need utility easements at least 30' wide which can overlay or partially overlay the drive/access easement. These can be added on the final plat, along with an appropriate dedication statement. CU Engineering will determine final routing of CU facilities and necessary easement dimensions. It is unlikely the water main will be designed to be under the drive. We can begin design when we receive construction plans/cad file.

3. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

Approved.

4. DEPARTMENT OF PUBLIC WORKS CONSTRUCTION INSPECTION DIVISION:

All required public improvements must be built OR escrowed prior to approval of the final plat or issuance of building permits. For more information on escrowing the public improvements, please contact Andrew Flippin (417-864-1946; aflippin@springfieldmo.gov).

5. DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING SURVEY DIVISION:

Approved.

6. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

Critical Issues:

1. The property is not in an approved sewer district and will require special connection agreements before sewer permits could be issued or public improvement plans to define a sewer district. Extending public sewer would place the property in a sewer district and would relieve the requirement for special connection agreements. Need to add general notes to specify if the sanitary sewer will be public or private. As far as I know we've never issued a special connection agreement to a condominium development; this may require issuing multiple specials, one for each condo property when obtaining building and sewer permits. Label the sewer as either public or private.

2. If making the sewer public, public sewer 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

DEVELOPMENT REVIEW STAFF REPORT

of Public Improvements.

7. FIRE DEPARTMENT:

Approved.

8. PARKS & GREENWAYS:

Approved.

9. DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING RIGHT-OF-WAY DIVISION:

Approved.

10. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

Site Description and Drainage Pattern

	Drainage Basin	Fee in Lieu of Flood Control	Fee in Lieu of Water Quality	Stream Buffer on Site	Sinkhole or Watershed	Floodplain and Floodway
2655 N Grant Ave / 739 W Talmage St	Pea Ridge Creek	No	No	No	Yes	No

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. No Fee in Lieu of Detention for Flood Control application is supported. PW Stormwater is aware of flooding downstream to properties along Broadway Ave. and Woodridge St.
 - a. The developer agreed in PD390 to design the Detention beyond city design standards and ensuring the runoff is returned to sheet flow before exiting the property. The improvements made on 2655 N Grant Ave at time of development are being designed to not increase the flooding on downstream residences.

Water Quality Requirements

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.
2. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.

DEVELOPMENT REVIEW STAFF REPORT

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 Channels and Stream Buffers

N/A

Sinkholes and Karst Features

N/A

11. DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

Access

All new and existing driveway approaches shall comply with the accepted Traffic Impact Study, requirements of the planned development, and current City of Springfield standards for the street classification. Access from the development to N. Missouri Avenue will be gated for emergency access only. The gate shall not swing towards N. Missouri Avenue.

Trails, Bus Stops, And Additional Information

There are no Greenway Trails near the property. There are two (2) bus stops near the property on N. Grant Avenue.

Improvements

A Traffic Impact Study was completed and accepted for this development. No improvements are required based on the Traffic Impact Study; however, public improvements are required for this planned development. N. Missouri Avenue is required to be constructed to the southern limits of the existing right of way for Missouri Avenue, including a turn-around. All public improvements shall be designed and constructed per City of Springfield Public Works Design Standards for Public Improvements. All required public improvements must be constructed, or funds escrowed prior to approval of a building permit or final plat.

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	N. Grant Avenue	Secondary Arterial	City	35	30	6,936	No	Yes	Yes
Street 2	W. Talmage Street	Collector	City	30	30	1,419	Yes	Yes	No
Street 3	N. Missouri Avenue	Local	City	25	25	NA	Yes	Yes	No

DEVELOPMENT REVIEW STAFF REPORT

CONDITIONS FOR APPROVAL:

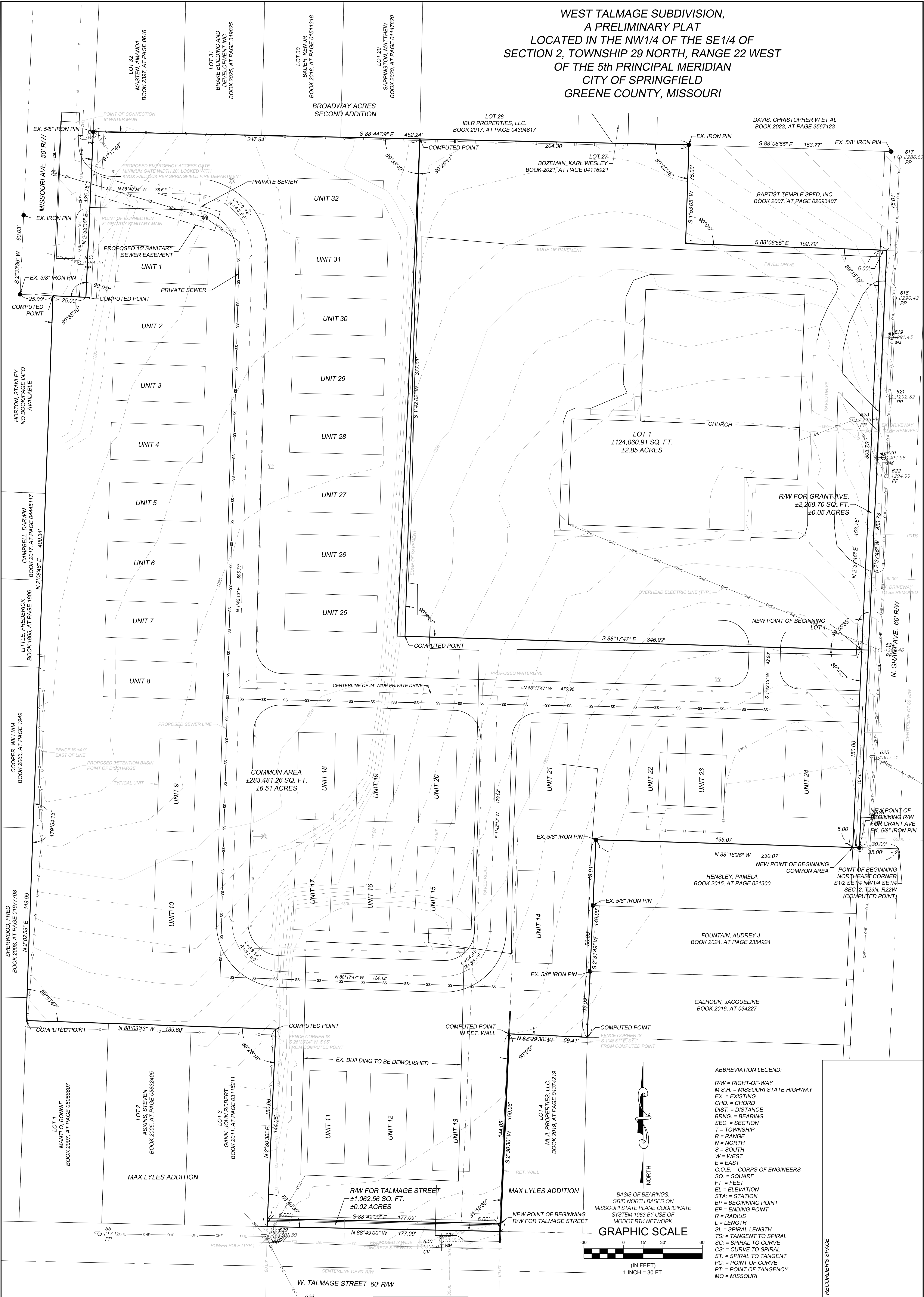
ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is denied by the Commission and the applicant requests appeal to City Council for their consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

WEST TALMAGE SUBDIVISION,
A PRELIMINARY PLAT
LOCATED IN THE NW1/4 OF THE SE1/4 OF
SECTION 2, TOWNSHIP 29 NORTH, RANGE 22 WEST
OF THE 5th PRINCIPAL MERIDIAN
CITY OF SPRINGFIELD
GREENE COUNTY, MISSOURI



<u>SURVEYOR'S CERTIFICATION:</u>		<u>PREPARED FOR:</u>											
KNOWN ALL MEN BY THESE PRESENTS:		MIKE STALZER											
THAT I, JACK E. HOUSEMAN P.L.S. 2005019222 DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED IN ACCORDANCE WITH THE STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS PROMULGATED FOR THE STATE OF MISSOURI BY THE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND PROFESSIONAL LANDSCAPE ARCHITECTS AND THE MISSOURI DEPARTMENT OF AGRICULTURE, AND THAT THIS PLAT CONTAINS ALL INFORMATION REQUIRED BY RSMO SECTION 448.2-109 FOR CONDOMINIUM PLATS. DATE OF PREPARATION: 4/22/2025		<table><tr><td>PROJECT #: 7489</td><td rowspan="8">MONUMENT LEGEND: • - SET 1/2" IRON PIN ◐ - EX. 1/2" IRON PIN • - EX. STONE ◕ - EX. C.O.E. MONUMENT ◐ - EX. R/W MONUMENT ◒ - EX. ALUMINUM MONUMENT </td></tr><tr><td>DRAWING #: 7489 PRE CONDO 1</td></tr><tr><td>DATE: 3/10/2025</td></tr><tr><td>REVISION DATE: 3/27/2025</td></tr><tr><td>DRAWN BY: <i>Jack E. Houseman</i></td></tr><tr><td>CHECKED BY: J. HOUSEMAN</td></tr><tr><td>SHEET: 1 OF 2</td></tr><tr><td>SCALE: 1" = 30'</td></tr><tr><td>MO COA #2022043688</td></tr></table>		PROJECT #: 7489	MONUMENT LEGEND: • - SET 1/2" IRON PIN ◐ - EX. 1/2" IRON PIN • - EX. STONE ◕ - EX. C.O.E. MONUMENT ◐ - EX. R/W MONUMENT ◒ - EX. ALUMINUM MONUMENT	DRAWING #: 7489 PRE CONDO 1	DATE: 3/10/2025	REVISION DATE: 3/27/2025	DRAWN BY: <i>Jack E. Houseman</i>	CHECKED BY: J. HOUSEMAN	SHEET: 1 OF 2	SCALE: 1" = 30'	MO COA #2022043688
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SHEET: 1 OF 2													
SCALE: 1" = 30'													
MO COA #2022043688													
 JACK E. HOUSEMAN P.L.S. 2005019222 PLATS THAT DO NOT SHOW A SEAL IMPRINT IN BLUE INK MAY HAVE BEEN FRAUDULENTLY ALTERED. DISREGARD ALL INFORMATION UNLESS VERIFIED BY THE PROFESSIONAL LAND SURVEYOR WHOSE SIGNATURE APPEARS ABOVE.		101 STATE DRIVE, SUITE 200 HOLLISTER, MO 65672 PHONE: 417-544-1147											

DESCRIPTION: (LOT 1):

A TRACT OF LAND BEING SITUATED IN PART OF THE NW1/4 OF THE SE1/4 OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 22 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE S1/2 OF THE SE1/4 OF THE NW1/4 OF THE SE1/4 OF SAID SECTION 2; THENCE N 88°18'26" W, ALONG THE NORTH LINE OF SAID S1/2 OF THE SE1/4 OF THE NW1/4 OF THE SE1/4, A DISTANCE OF 30.00 FEET, TO AN EXISTING 5/8" IRON PIN ON THE WESTERLY RIGHT-OF-WAY LINE OF N. GRANT AVENUE; THENCE CONTINUING N 88°18'26" W, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG SAID NORTH LINE, A DISTANCE OF 5.00 FEET; THENCE N 2°37'46" E, LEAVING SAID NORTH LINE, A DISTANCE OF 150.00 FEET, TO THE NEW POINT OF BEGINNING; THENCE N 88°17'47" W, A DISTANCE OF 346.92 FEET; THENCE N 1°42'02" E, A DISTANCE OF 377.61 FEET; THENCE S 88°44'09" E, A DISTANCE OF 204.30 FEET, TO AN EXISTING IRON PIN; THENCE S 1°53'05" W, A DISTANCE OF 75.00 FEET; THENCE S 88°00'55" E, A DISTANCE OF 147.78 FEET; THENCE S 2°37'46" W, A DISTANCE OF 303.75 FEET, TO THE NEW POINT OF BEGINNING, SAID TRACT CONTAINING 2.79 ACRES OF LAND, MORE OR LESS.

DESCRIPTION: (COMMON AREA):

A TRACT OF LAND BEING SITUATED IN PART OF THE NW1/4 OF THE SE1/4 OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 22 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE S1/2 OF THE SE1/4 OF THE NW1/4 OF THE SE1/4 OF SAID SECTION 2; THENCE N 88°18'26" W, ALONG THE NORTH LINE OF SAID S1/2 OF THE SE1/4 OF THE NW1/4 OF THE SE1/4, A DISTANCE OF 30.00 FEET, TO AN EXISTING 5/8" IRON PIN ON THE WESTERLY RIGHT-OF-WAY LINE OF N. GRANT AVENUE; THENCE CONTINUING N 88°18'26" W, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG SAID NORTH LINE, A DISTANCE OF 5.00 FEET, TO THE NEW POINT OF BEGINNING; THENCE CONTINUING N 88°18'26" W, A DISTANCE OF 195.07 FEET, TO AN EXISTING 5/8" IRON PIN; THENCE S 2°31'49" W, LEAVING SAID NORTH LINE, A DISTANCE OF 149.99 FEET; THENCE N 87°29'30" W, A DISTANCE OF 59.41 FEET; THENCE S 2°30'30" W, A DISTANCE OF 144.05 FEET; THENCE N 88°49'00" W, A DISTANCE OF 177.09 FEET; THENCE N 2°30'30" E, A DISTANCE OF 144.05 FEET; THENCE N 88°03'13" W, A DISTANCE OF 189.60 FEET; THENCE N 2°02'59" E, A DISTANCE OF 149.99 FEET; THENCE N 2°08'46" E, A DISTANCE OF 400.34 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MISSOURI AVENUE; THENCE S 87°26'24" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 25.00 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MISSOURI AVENUE; THENCE N 2°33'36" E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 125.75 FEET, TO AN EXISTING 5/8" IRON PIN; THENCE S 88°44'09" E, A DISTANCE OF 247.94 FEET; THENCE S 1°42'02" W, A DISTANCE OF 377.61 FEET; THENCE S 88°11'47" E, A DISTANCE OF 346.92 FEET; THENCE S 2°37'46" W, A DISTANCE OF 150.00 FEET, TO THE NEW POINT OF BEGINNING, SAID TRACT CONTAINING 6.51 ACRES OF LAND, MORE OR LESS.

DESCRIPTION: (R/W FOR TALMAGE STREET):

A TRACT OF LAND BEING SITUATED IN PART OF THE NW1/4 OF THE SE1/4 OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 22 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE S1/2 OF THE SE1/4 OF THE NW1/4 OF THE SE1/4 OF SAID SECTION 2; THENCE N 88°18'26" W, ALONG THE NORTH LINE OF SAID S1/2 OF THE SE1/4 OF THE NW1/4 OF THE SE1/4, A DISTANCE OF 230.07 FEET, TO AN EXISTING 5/8" IRON PIN; THENCE S 2°31'49" W, LEAVING SAID NORTH LINE, A DISTANCE OF 149.99 FEET; THENCE N 87°29'30" W, A DISTANCE OF 59.41 FEET; THENCE S 2°30'30" W, A DISTANCE OF 144.05 FEET TO THE NEW POINT OF BEGINNING; THENCE CONTINUING S 2°30'30" W, A DISTANCE OF 6.00 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF TALMAGE STREET; THENCE N 88°49'00" W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 177.09 FEET; THENCE N 2°30'30" E, LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 6.00 FEET; THENCE S 88°49'00" E, A DISTANCE OF 177.09 FEET, TO THE NEW POINT OF BEGINNING, SAID TRACT CONTAINING 1,062.56 SQ. FT. (0.02 ACRE) OF LAND, MORE OR LESS.

DESCRIPTION: (R/W FOR GRANT AVE.):

A TRACT OF LAND BEING SITUATED IN PART OF THE NW1/4 OF THE SE1/4 OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 22 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE S1/2 OF THE SE1/4 OF THE NW1/4 OF THE SE1/4 OF SAID SECTION 2; THENCE N 88°18'26" W, ALONG THE NORTH LINE OF SAID S1/2 OF THE SE1/4 OF THE NW1/4 OF THE SE1/4, A DISTANCE OF 30.00 FEET, TO AN EXISTING 5/8" IRON PIN ON THE WESTERLY RIGHT-OF-WAY LINE OF N. GRANT AVENUE, FOR A NEW POINT OF BEGINNING; THENCE CONTINUING N 88°18'26" W, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG SAID NORTH LINE, A DISTANCE OF 5.00 FEET; THENCE N 2°37'46" E, LEAVING SAID NORTH LINE, A DISTANCE OF 453.75 FEET; THENCE S 88°00'55" E, A DISTANCE OF 5.00 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF GRANT AVENUE; THENCE S 2°37'46" W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 453.73 FEET, TO THE NEW POINT OF BEGINNING, SAID TRACT CONTAINING 2,268.70 SQ. FT. (0.05 ACRE) OF LAND, MORE OR LESS.

ALL OF THE ABOVE BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS AND RESERVATIONS OF RECORD, IF ANY.

SURVEYOR:

JACK E. HOUSEMAN P.L.S. 2005019222
HOUSEMAN LAND SURVEY, LLC
101 STATE DRIVE, SUITE 200
HOLLISTER, MO 65672

DEVELOPER:

MICHAEL STALZER, PE
MO REG. PROF. ENGINEER No.: 26709
5216 S. FARM ROAD 137
SPRINGFIELD, MO 65810

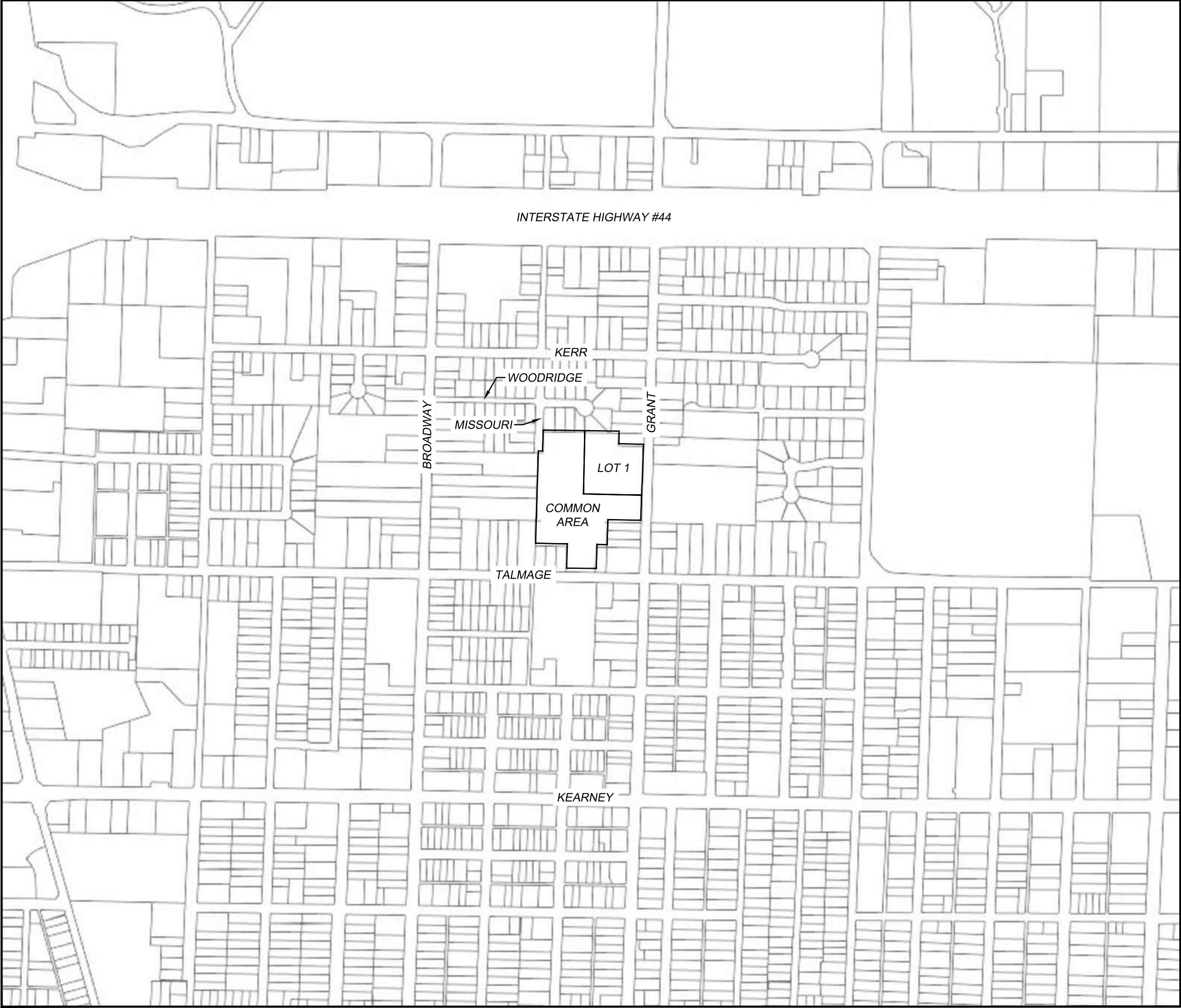
OWNER:

BAPTIST TEMPLE OF SPRINGFIELD
2655 N GRANT AVE
SPRINGFIELD, MO 65810

PLAT NOTES:

1. THE AREA SHOWN HEREON IS NOT LOCATED IN A STORM SEWER DISTRICT AS OF THE DATE OF RECORDING AND MAY BE SUBJECT TO FUTURE ASSESSMENT COST IF INCLUDED IN FUTURE STORM WATER BENEFIT DISTRICT DEEMED NECESSARY RESULTING FROM PROBLEMS CREATED BY SURFACE WATER RUNOFF. THIS IS DO TO THE FACT THAT THE SURFACE WATER RUNOFF IS PRESENTLY BEING ACCOMMODATED BY STREET AND OPEN DRAINAGE FACILITIES.
2. ALL COMMON AREAS SHALL BE CONSIDERED DRAINAGE EASEMENTS. ALL COMMON AREAS ARE TO BE MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION.
3. THE UNITS AS SHOWN HEREON ARE CONDOMINIUM UNITS.
4. ALL COMMON AREA AND COMMON ELEMENT AMENITIES WILL BE MAINTAINED BY THE CONDOMINIUM OWNERS ASSOCIATION.
5. THE CURRENT ZONING OF LOT 1 IS R-SF, SINGLE FAMILY RESIDENTIAL AND THE CURRENT ZONING OF THE COMMON AREA AND UNITS 1-32 ARE PLANNED DEVELOPMENT DISTRICT #390.
6. THE BUILDING SETBACKS FOR LOT 1 ARE DETERMINED BY THE ZONING DISTRICT AT THE TIME OF DEVELOPMENT.

WEST TALMAGE SUBDIVISION,
A PRELIMINARY PLAT
LOCATED IN THE NW1/4 OF THE SE1/4 OF
SECTION 2, TOWNSHIP 29 NORTH, RANGE 22 WEST
OF THE 5th PRINCIPAL MERIDIAN
CITY OF SPRINGFIELD
GREENE COUNTY, MISSOURI



VICINITY MAP SCALE 1" = 500'

SURVEYOR'S CERTIFICATION:

KNOWN ALL MEN BY THESE PRESENTS:

THAT I, JACK E. HOUSEMAN P.L.S. 2005019222 DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED IN ACCORDANCE WITH THE STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS PROMULGATED FOR THE STATE OF MISSOURI BY THE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND PROFESSIONAL LANDSCAPE ARCHITECTS AND THE MISSOURI DEPARTMENT OF AGRICULTURE, AND THAT THIS PLAT CONTAINS ALL INFORMATION REQUIRED BY RSMO SECTION 448.2-109 FOR CONDOMINIUM PLATS.

DATE OF PREPARATION: 4/22/2025



JACK E. HOUSEMAN P.L.S. 2005019222
PLATS THAT DO NOT SHOW A SEAL IMPRINT IN BLUE INK MAY HAVE BEEN FRAUDULENTLY ALTERED. DISREGARD ALL INFORMATION UNLESS VERIFIED BY THE PROFESSIONAL LAND SURVEYOR WHOSE SIGNATURE APPEARS ABOVE.

PREPARED FOR:

MIKE STALZER

PROJECT #: 7489
DRAWING #: 7489 PRE CONDO 1
DATE: 3/10/2025
REVISION DATE: 5/5/2025
DRAWN BY: J. E.
CHECKED BY: J. HOUSEMAN
SHEET: 2 OF 2
SCALE: 1" = N/A
MO COA #2022043688

MONUMENT LEGEND:

- - SET 1/2" IRON PIN
- - EX. 1/2" IRON PIN
- - EX. STONE
- ▲ - EX. C.O.E. MONUMENT
- ▲ - EX. R/W MONUMENT
- ▽ - EX. ALUMINUM MONUMENT

RECORDERS SPACE

 **Houseman
Land Survey**
Missouri • Arkansas
101 STATE DRIVE, SUITE 200
HOLLISTER, MO 65672
PHONE: 417-544-1147



EXPLANATION TO COUNCIL BILL 2025-163 (JENSON)

FILED: 07/11/2025

ORIGINATING DEPARTMENT: Finance

TITLE: A resolution granting a new liquor license to sell liquor by the drink at retail, including Sunday sales, to Pinecone Developments, LLC, d/b/a Pinecone Developments LLC, for the location at 465 South Grant Avenue.

PURPOSE: To grant a new liquor license to sell liquor by the drink at retail, including Sunday sales, to Pinecone Developments, LLC, d/b/a Pinecone Developments LLC, for the location at 465 South Grant Avenue, Springfield, Missouri.

BACKGROUND INFORMATION: Applicant, Pinecone Developments, LLC (Thane H. Kifer, LLC, member), d/b/a Pinecone Developments, LLC, applied for a license to sell retail liquor by the drink, including Sunday sales, at its location at 465 South Grant Avenue. The applicant's business is located with 200 feet of property owned by Springfield Public Schools at 506 South Grant Avenue.

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

Submitted By: Quincy Covert, Licensing Supervisor

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Interim City Manager 07/18/2025

Attachments: 1. Retail Liquor License - 465 South Grant Avenue

One-rdg. X
P. Hrngs.
Pgs. 3
Filed: 07-22-25

Sponsored by: Jenson

COUNCIL BILL 2025-163 RESOLUTION

A RESOLUTION

1 GRANTING a new liquor license to sell liquor by the drink at retail, including
2 Sunday sales, to Pinecone Developments, LLC, d/b/a Pinecone
3 Developments, LLC, for the location at 465 South Grant Avenue.
4 _____
5

6 WHEREAS, Pinecone Developments, LLC (Thane H. Kifer, LLC, member), d/b/a
7 Pinecone Developments, LLC, filed an application for a license to sell liquor by the drink
8 at retail, including Sunday sales, at the location at 465 South Grant Avenue in the City
9 of Springfield; and
10

11 WHEREAS, said location is within 200 feet of Springfield Public Schools property
12 located at 506 South Grant Avenue; and
13

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

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

22 Section 1 – City Council consents to granting Pinecone Developments, LLC
23 (Thane H. Kifer, LLC, member), d/b/a Pinecone Developments, LLC, a license to sell
24 liquor by the drink at retail, including Sunday sales, at the location at 465 South Grant
25 Avenue, Springfield, Missouri.
26

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

30 Passed at meeting: _____
31
32

33 _____
34 Mayor

35 Attest: _____, City Clerk

36

37 Filed as Resolution: _____

38

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

41

42

43 Approved for Council action: [Signature], City Manager



EXPLANATION TO COUNCIL BILL 2025-170 (SCHRAG)

FILED: 07/23/2025

ORIGINATING DEPARTMENT: Law

TITLE: A special ordinance calling an election on Tuesday November 4, 2025, in the City of Springfield, Missouri, to submit to the qualified voters the question of whether an additional three percent (3%) license tax shall be imposed on the business of renting, leasing, or letting living quarters, sleeping accommodations, rooms, or a part thereof, in connection with any hotel, motel, tourist court, or short-term rental, derived from or paid by transient guests for sleeping accommodations, for the purpose of attracting travel and tourism, including the construction of a regional convention and event center; and declaring an emergency.

PURPOSE: Calling an election on Tuesday November 4, 2025, in the City of Springfield, Missouri, to submit to the qualified voters the question of whether an additional three percent (3%) license tax shall be imposed on the business of renting, leasing, or letting living quarters, sleeping accommodations, rooms, or a part thereof, in connection with any hotel, motel, tourist court, or short-term rental, derived from or paid by transient guests for sleeping accommodations, for the purpose of attracting travel and tourism, including the construction of a regional convention and event center; and declaring an emergency.

BACKGROUND INFORMATION: In 1979, prior to Missouri's adoption of the Hancock Amendment, the City adopted by ordinance a license tax for hotels, motels, and tourist courts based on gross receipts.

In 1998 and 2004, voters authorized increasing the license tax by two and one-half percent and one-half percent respectively, so that since 2004, the license tax has totaled five percent. The 1998 increase of two and one-half percent was authorized to be used to develop Jordan Valley Park and other specified projects. The 2004 increase was authorized to be used to attract sporting events and conventions and to retain a tourist information center.

In 2023, voters authorized continuation of the tax at the amount currently leveled, five percent, and refinement of the uses of the tax, which is currently allocated as follows: forty-seven percent to promote travel and tourism, four and one-half percent to attract and host sporting events, four and one-half percent to support the arts and cultural tourism, and the balance to pay debt service for bonds issued under the prior license tax and to fund capital improvements to attract travel and tourism.

At the City Council Lunch held on July 8, 2025, City Council received a Market Demand, Financial Feasibility & Impact Study regarding a Convention Center & Hotel



prepared by Hunden Partners (“the 2025 Hunden Report”). The 2025 Hunden Report determined that a full-service convention center would maximize Springfield’s impact now and in the future, estimating such a project to generate \$1.3 billion in net new visitor spending over 30 years and \$68.7 million in net new fiscal impact over 30 years.

City Council desires to submit to the qualified voters the question of whether an additional three percent (3%) license tax shall be imposed on the business of renting, leasing, or letting living quarters, sleeping accommodations, rooms, or a part thereof, in connection with any hotel, motel, tourist court, or short-term rental, derived from or paid by transient guests for sleeping accommodations for the purpose of attracting travel and tourism, including the construction of a regional convention and event center at an election to be held on Tuesday November 4, 2025.

Submitted By: Jordan Paul, City Attorney

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

Collin Quigley, Interim City Manager 07/23/2025

Attachments: 1. 2025 hotel motel tax ballot q - CB

One-rdg. X
P. Hrngs.
Pgs. 4
Filed: 7-23-2025

Sponsored by: Schrag

First Reading: Second Reading:

COUNCIL BILL 2025-170 SPECIAL ORDINANCE

AN ORDINANCE

1 CALLING an election on Tuesday November 4, 2025, in the City of Springfield,
2 Missouri, to submit to the qualified voters the question of whether an
3 additional three percent (3%) license tax shall be imposed on the
4 business of renting, leasing, or letting living quarters, sleeping
5 accommodations, rooms, or a part thereof, in connection with any
6 hotel, motel, tourist court, or short-term rental, derived from or paid
7 by transient guests for sleeping accommodations, for the purpose of
8 attracting travel and tourism, including the construction of a regional
9 convention and event center; and declaring an emergency.

10
11
12 WHEREAS, in 1979, prior to Missouri's adoption of the Hancock Amendment, the
13 City adopted by ordinance a license tax for hotels, motels, and tourist courts based on
14 gross receipts; and

15
16 WHEREAS, in 1998 and 2004, voters authorized increasing the license tax by two
17 and one-half percent and one-half percent respectively, so that since 2004, the license
18 tax has totaled five percent. The 1998 increase of two and one-half percent was
19 authorized to be used to develop Jordan Valley Park and other specified projects. The
20 2004 increase was authorized to be used to attract sporting events and conventions and
21 to retain a tourist information center; and

22
23 WHEREAS, in 2023, voters authorized continuation of the tax at the amount
24 currently leveled, five percent, and refinement of the uses of the tax, which is currently
25 allocated as follows: forty-seven percent to promote travel and tourism, four and one-half
26 percent to attract and host sporting events, four and one-half percent to support the arts
27 and cultural tourism, and the balance to pay debt service for bonds issued under the prior
28 license tax and to fund capital improvements to attract travel and tourism; and

29
30 WHEREAS, at the City Council Lunch held on July 8, 2025, City Council received
31 a Market Demand, Financial Feasibility & Impact Study regarding a Convention Center &
32 Hotel prepared by Hunden Partners ("the 2025 Hunden Report"); and
33

WHEREAS, the 2025 Hunden Report determined that a full-service convention center would maximize Springfield's impact now and in the future, estimating such a project to generate \$1.3 billion in net new visitor spending over 30 years and \$68.7 million in net new fiscal impact over 30 years; and

WHEREAS, City Council desires to submit to the qualified voters the question of whether an additional three percent (3%) license tax shall be imposed on the business of renting, leasing, or letting living quarters, sleeping accommodations, rooms, or a part thereof, in connection with any hotel, motel, tourist court, or short-term rental, derived from or paid by transient guests for sleeping accommodations for the purpose of attracting travel and tourism, including the construction of a regional convention and event center at an election to be held on Tuesday November 4, 2025.

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

Section 1 – An election is hereby called and ordered to be held in the City of Springfield, Missouri, on November 4, 2025, for the purpose of submitting to the qualified voters of the City the question of whether an additional three percent (3%) license tax shall be imposed on the business of renting, leasing, or letting living quarters, sleeping accommodations, rooms, or a part thereof, in connection with any hotel, motel, tourist court, or short-term rental, derived from or paid by transient guests for sleeping accommodations for the purpose of attracting travel and tourism, including the construction of a regional convention and event center.

Section 2 – The ballot to submit the issue referenced in Section 1 shall be in substantially the same form as the following:

OFFICIAL BALLOT
CITY ELECTION
CITY OF SPRINGFIELD, MISSOURI

Shall the City of Springfield, Missouri, impose an additional three percent (3%) license tax on the business of renting, leasing, or letting living quarters, sleeping accommodations, rooms, or a part thereof, in connection with any hotel, motel, tourist court, or short-term rental, derived from or paid by transient guests for sleeping accommodations for the purpose of attracting travel and tourism, including the construction of a regional convention and event center?

- → Yes - → No

INSTRUCTIONS TO VOTERS:

To vote FOR the question, complete the arrow opposite YES.

To vote AGAINST the question, complete the arrow opposite NO.

Section 3 – The Greene County Clerk is hereby authorized to conduct an election in a manner consistent with the provisions of Chapter 115, RSMo.

Section 4 – The City Clerk is hereby authorized and directed to notify the Greene County Clerk of the adoption of this Ordinance as soon as practicable, but no later than 5:00 p.m. on the tenth Tuesday prior to November 4, 2025, and to include in said notification all of the terms and provisions required by Chapter 115, RSMo. or any other law. The City Clerk is authorized to do all things necessary and convenient to ensure that the question is properly submitted to the qualified voters on November 4, 2025.

Section 5 – City Council finds and declares, in accordance with City Charter Section 2.12, that this Ordinance qualifies as an emergency because it relates to the calling of an election and may be approved by the City Council on the same day as its introduction.

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 become effective immediately upon its passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2025-164 (HOSMER)

FILED: 07/02/2025

ORIGINATING DEPARTMENT: Building Development

TITLE: A special ordinance amending the City of Springfield Code Chapter 74 'Nuisance and Housing Code' Article I 'In General' Section 74-1 'Definitions,' Article II 'Enforcement,' Section 74-37 'Decision,' and Section 74-38 'Cost, assessments, and nuisance-abatement lien,' Article VII 'Nuisances,' Division 1 'Generally,' Section 74-382 'Property owner's responsibility for nuisance abatement,' and Division 2 'Weeds and Other Rank Vegetation,' Section 74-401 'Rank vegetation declared hazard to public health, safety and welfare,' Section 74-402 'Authority of city manager to determine existence of nuisance,' Section 74-403 'Weeds over seven inches in height declared nuisance,' and Section 74-406 'Charges for abatement by city,' to revise the sections for clarity, efficiency, and improved nuisance abatement and to add provisions to City of Springfield Code Chapter 38 'Land Development Code,' Article I 'Administration and Enforcement of Codes,' Division 4 'Permits and Fees,' Section 38-134 'Submittal documents' to better regulate construction, small-project construction, and a range of construction components.

PURPOSE: This Ordinance proposes amendments to Chapters 74 and 38 of the City of Springfield Code to enhance enforcement capabilities and improve permitting efficiency. Updates to Chapter 74 strengthen the Department of Building Development Services' ability to address nuisance and overgrowth issues on private property by clarifying definitions, simplifying notification procedures, and aligning responsibilities and workflows with current practices. Simultaneously, revisions to Section 38-134 streamline the permitting process by establishing clear, consistent submittal requirements and defining criteria for "qualifying small projects" that do not require sealed construction documents. Together, these changes support effective code enforcement, improve operational efficiency, and reduce unnecessary burdens on property owners and applicants while maintaining public safety and compliance.

BACKGROUND INFORMATION: This Ordinance introduces targeted amendments to Chapters 74 and 38 of the City of Springfield Code aimed at strengthening code enforcement and improving permitting processes. The proposed changes to Chapter 74 enhance the Department of Building Development Services' ability to address nuisance and overgrowth issues by clarifying definitions, streamlining notification procedures, and aligning enforcement practices with current operations. Concurrent updates to Section 38-134 refine the permitting process by establishing clear submittal standards and identifying "qualifying small projects" that may proceed without sealed construction documents. Collectively, these updates promote more effective enforcement, greater efficiency, and reduced administrative burdens for property owners and applicants, all while upholding public safety and regulatory compliance.



Submitted By: Brad Musick, Assistant Director

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

Maurice S. Jones, Deputy City Manager 07/23/2025

- Attachments:**
1. Revising 74 and 38_ord
 2. Exhibit A - Chapter 74
 3. Exhibit B - Chapter 38

One-rdg. _____
P. Hrngs. X
Pgs. 17
Filed: 07-22-25

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-164

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the City of Springfield Code Chapter 74 'Nuisance and Housing Code'
2 Article I 'In General' Section 74-1 'Definitions,' Article II 'Enforcement,'
3 Section 74-37 'Decision,' and Section 74-38 'Cost, assessments, and
4 nuisance-abatement lien,' Article VII 'Nuisances,' Division 1 'Generally,'
5 Section 74-382 'Property owner's responsibility for nuisance abatement,'
6 and Division 2 'Weeds and Other Rank Vegetation,' Section 74-401 'Rank
7 vegetation declared hazard to public health, safety and welfare,' Section
8 74-402 'Authority of city manager to determine existence of nuisance,'
9 Section 74-403 'Weeds over seven inches in height declared nuisance,'
10 and Section 74-406 'Charges for abatement by city,' to revise the sections
11 for clarity, efficiency, and improved nuisance abatement and to add
12 provisions to City of Springfield Code Chapter 38 'Land Development
13 Code,' Article I 'Administration and Enforcement of Codes,' Division 4
14 'Permits and Fees,' Section 38-134 'Submittal documents' to better
15 regulate construction, small-project construction, and a range of
16 construction components.
17 _____

18
19 WHEREAS, amendments to Chapters 74 and 38 of the Springfield City Code will
20 enhance nuisance enforcement and permitting efficiency; and
21

22 WHEREAS, updates to Chapter 74, specifically Sections 74-1, 74-37, 74-38, 74-
23 382, 74-401, 74-402, 74-403, and 74-406, will enable the Department of Building
24 Development Services to address nuisance and overgrowth issues on private property
25 by clarifying definitions, simplifying notification procedures, and aligning responsibilities
26 and workflows with current practices; and
27

28 WHEREAS, revisions to Section 38-134 will streamline the permitting process by
29 establishing clear and consistent submittal requirements and defining criteria for
30 "qualifying small projects" that do not require sealed construction documents; and

31 WHEREAS, it is advisable to support effective code enforcement, improve
32 operational efficiency, and reduce unnecessary burdens on property owners and
33 applicants while maintaining public safety and compliance.

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

37
38 Section 1 – City Code Chapter 74 ‘Nuisance and Housing Code,’ Article I ‘In
39 General,’ Section 74-1 ‘Definitions,’ Article II ‘Enforcement,’ Section 74-37 ‘Decision,’
40 and Section 74-38 ‘Cost, assessments, and nuisance-abatement lien,’ Article VII
41 ‘Nuisances,’ Division 1 ‘Generally,’ Section 74-382 ‘Property owner’s responsibility for
42 nuisance abatement,’ and Division 2 ‘Weeds and Other Rank Vegetation,’ Section 74-
43 401 ‘Rank vegetation declared hazard to public health, safety and welfare,’ Section 74-
44 402 ‘Authority of city manager to determine existence of nuisance,’ Section 74-403
45 ‘Weeds over seven inches in height declared nuisance,’ and Section 74-406 ‘Charges
46 for abatement by city,’ is hereby amended as set forth in “Exhibit A,” attached hereto
47 and incorporated herein by reference.

48
49 Section 2 – City Code Chapter 38 Land Development Code, Article I
50 ‘Administration and Enforcement of Codes,’ Division 4 ‘Permits and Fees,’ Sec. 38-134
51 ‘Submittal documents’ is hereby amended as set forth in “Exhibit B,” attached hereto
52 and incorporated herein by reference.

53
54 Section 3– Savings Clause. Nothing in this Ordinance shall be construed to affect
55 any suit or proceeding now pending in any court or any rights acquired or liability
56 incurred nor any cause or causes of action occurred or existing, under any act or
57 ordinance repealed hereby. Nor shall any right or remedy of any character be lost,
58 impaired, or affected by this Ordinance.

59
60 Section 4– Severability Clause. If any section, subsection, sentence, clause, or
61 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
62 affect the validity of the remaining portions of this Ordinance. City Council hereby
63 declares that it would have adopted the Ordinance and each section, subsection,
64 sentence, clause or phrase thereof, irrespective of the fact that any one or more
65 sections, subsections, sentences, clauses, or phrases be declared invalid.

66
67 Section 5 – This Ordinance shall be in full force and effect from and after
68 passage.

69
70 Passed at meeting: _____

71
72 _____
73 Mayor

74 Attest: _____, City Clerk

75 Filed as Ordinance: _____

76

77
78 Approved as to form: , Assistant City Attorney

79

80

81 Approved for Council action: , City Manager

Exhibit A

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

Sec. 74-1. Definitions.

(a) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Apartment house means a building which contains two or more rental apartment units.

Approved residential solid waste containers means containers of not more than 35 gallons which are leakproof, waterproof and fitted with a flytight lid. Such containers shall be properly covered at all times except when depositing waste therein or removing the contents thereof. The containers shall have handles, bails or other suitable lifting devices or features. Containers shall be of a type originally manufactured for residential solid waste, with tapered sides for easy emptying. They shall be of light weight and sturdy construction. The weight of any individual container and contents to be manually lifted shall not exceed 60 pounds. Galvanized metal containers, or rubber, fiberglass or plastic containers which do not become brittle in cold weather, may be used. Disposable solid waste containers with suitable frames or containers also may be used for storage of residential solid waste, provided such containers are kept, used and maintained in such a way that they do not become ruptured, punctured or torn or the contents contained therein exposed to the air. Notwithstanding these provisions, residential solid waste may be stored in containers exceeding 35 gallons in capacity and 60 pounds in weight when such containers are designed, constructed, used and maintained so that they are mechanically emptied. Such containers shall comply with all other provisions. Plastic bags may be used to store solid waste temporarily for collection, provided the plastic bag is not ripped, does not leak, and is sealed to prevent the contents from being dispersed. Such bags shall not be placed at the curb earlier than the evening preceding collection and shall be removed within 24 hours after being placed at the curb.

Basement means a portion of a building located partly underground, but having less than half its clear floor-to-ceiling height below the average grade of the adjoining ground.

Cellar means a portion of a building located partly or wholly underground, and having one-half or more than one-half of its clear floor-to-ceiling height below the average grade of the adjoining ground.

Chewable surface means any exposed surface readily accessible to small children and any surface with chipping, cracked, checked or flaking paint less than 48 inches from the floor or ground or other walking surfaces.

City attorney means the city attorney, or the city attorney's designee.

City clerk means the city clerk, or the city clerk's designee.

City manager means the city manager, or the city manager's designee.

Day care facility means any structure or building subject to the child day care regulations of article XI of the land development code.

Director of building development services means the director of building development services of the city, or the director's designee.

Director of environmental services means the environmental services director of the city, or the director's designee.

Director of finance means the finance director of the city, or the director's designee.

Director of public health and welfare means the director of public health and welfare of the city, or the director's designee.

Director of public works means the public works director of the city, or the director's designee.

Dwelling unit means any room or group of rooms located within a structure and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating.

Exposed surface means:

- (1) Any interior surface of a dwelling unit, day care facility, or school;
- (2) Any exterior surface of a dwelling unit, day care facility, or school; or
- (3) Any article or substance to which children may be commonly exposed.

Extermination means the control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating or trapping; or by any other recognized and legal pest elimination methods approved by the city manager.

Graffiti means any inscription, word, figure, design, symbol or insignia which is determined to be related to gang activity and is marked, etched, scratched, drawn, painted or otherwise affixed to or placed upon public or private property located within the city.

Handbill means any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, newspaper, magazine, paper or booklet, or any other printed or otherwise reproduced original or copies of any matter or literature.

Infestation means the presence, within or around a dwelling unit, of any insects, rodents or other pests in sufficient numbers to create a real or potential health threat.

Lead-bearing substance means the same as that term is defined under state law in RSMo ch. 701.

Lead hazard means the same as that term is defined under state law in RSMo ch. 701.

Litter means garbage, refuse and rubbish and all other waste material which the city council finds, if thrown or deposited as prohibited in this chapter, tends to create a danger to public health, safety and welfare.

Occupant means any person living, sleeping, cooking or eating in, or having actual possession of, a dwelling unit, day care facility or school.

Owner means any person who alone, jointly or severally with others:

- (1) Shall have legal title to any dwelling unit, structure or property, with or without accompanying actual possession thereof; or
- (2) Shall have charge, care or control of any dwelling unit, structure or property as owner or agent of the owner, or as executor, administrator, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this chapter, and of rules and regulations adopted pursuant thereto, to the same extent as if that person were the owner.

Park means a park, reservation, playground, beach, recreation center or any other public area in the city, owned and/or used by the city and developed for active or passive recreation.

Person means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, institution, city, county or other political subdivision, authority, state or federal agency or institution, or organization of any kind, or their legal representatives, agents or assigns.

Plumbing means all of the following supplied facilities and equipment: gas pipes, gas-burning equipment, water pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, showerbaths, installed clothes-washing machines, catchbasins, drains, vents and any other similar supplied fixtures, together with all connections to water, sewer or gas lines.

Private premises means any dwelling unit, house, building or other structure, designed or used either wholly or in part for private purposes, whether inhabited or temporarily or continuously uninhabited or vacant, and includes any yard, grounds, walk, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such dwelling unit, house, building or other structure.

Refuse means solid waste.

Residential solid waste means solid waste resulting from the maintenance and operation of dwelling units, excluding multiple dwelling facilities which use containers required for commercial solid waste.

School means any educational facility, including but not limited to any public or private preschool, kindergarten, grade school or high school.

Solid waste means waste materials in a solid or semisolid state resulting from industrial, commercial, agricultural, governmental and domestic activities, including but not limited to garbage, ashes, street refuse, rubbish, dead animals, animal and agricultural wastes, yard wastes, discarded appliances, special wastes, industrial wastes, and demolition and construction wastes, but does not include overburden, rock, tailings, matte, slag or other waste material resulting from mining, milling or smelting.

Solid waste container means a receptacle used by any person to store solid waste during the interval between solid waste collections.

Solid waste disposal area means any area used for the disposal of solid waste from more than one residential premises, or one or more commercial, industrial, manufacturing, recreational or governmental operations.

Supplied means paid for, furnished or provided by or under the control of the owner or operator.

Temporary housing means any tent, trailer or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure or to any utilities system on the same premises for more than 30 consecutive days.

Vehicle means every device in, upon, or by which any person or property is, or may be, transported or drawn upon a highway, including devices used exclusively upon stationary rails or tracks.

Sec. 74-37. Decision.

- (a) In deciding each case, the hearing officer will issue "Findings of Fact, Conclusions of Law, and Order." The order may authorize the chief of police, the director of public health and welfare, the public works director, the director of environmental services, or the director of building development services to abate nuisance conditions if the hearing officer finds that:
 - (1) The nuisance conditions exist;
 - (2) Notices have been properly given; and
 - (3) The property owner has not abated the nuisance conditions.
- (b) Each decision will be distributed to the property owner, others with an interest affecting title in the property, and interested city personnel by:
 - (1) Personal delivery; or
 - (2) Postage prepaid United States certified mail, return receipt requested, and regular first-class mail; or
 - (3) FedEx, UPS, or a similar delivery; or
 - (4) E-mail, upon request; and,
 - (5) ~~Posting the notice in a conspicuous location on the property where the violation exists, unless there has been personal or email delivery.~~
- (c) Each decision will be final 30 days after distribution unless there is an appeal to circuit court under RSMo Ch. 536.

Sec. 74-38. - Costs, assessments, and nuisance-abatement lien.

- (a) The city manager will itemize and total all nuisance-abatement costs, including, but not limited to, title reports, administrative fees, certified deeds, and contractor charges in a certificate of costs and deliver the certificate to the property owner by:
 - (1) Personal delivery; or
 - (2) ~~Postage prepaid United States certified mail, return receipt requested, and regular first class mail; or~~
 - (3) FedEx, UPS, or similar carrier.
- (b) The finance director may include nuisance-abatement costs in:
 - (1) The annual real estate taxes for the property, which, if unpaid, may be collected under laws applicable to delinquent real estate taxes; or
 - (2) A special tax bill, which:
 - a. Is a debt against the property owner, a lien against the property, and valid until paid;
 - b. Bears interest until paid at the legal rate, and may be foreclosed upon by the city through appropriate proceedings in circuit court; and
 - c. Shall be prima facie evidence of the regularity of the proceedings for such special assessment, the validity of the bill, the doing of the work stated in the bill, and the liability of the property and the owner for the charges stated in the bill.

- (c) The procedures set forth in subsection 74-406(b) shall also apply to the director of finance's issuance of a special tax bill or certification of costs, except that the issues on any appeal to the finance director shall be limited to the abatement costs to be charged.

Sec. 74-382. Property owner's responsibility for nuisance abatement.

A property owner has an ongoing obligation to remove or abate nuisances from all the owner's lots or lands. Listed by category, a nuisance includes, but is not limited to, the following items:

(1) *Rubbish, trash and debris.*

- a. Debris of any kind, which means the remains of something broken down or destroyed or an accumulation or scattering of fragments of something broken down or destroyed;
- b. Trash, which means litter, refuse, solid waste, matter in a broken condition or mass, and all other waste material;
- c. Garbage, which means decayable animal, fruit, or vegetable wastes resulting from handling, preparing, cooking, serving, or consuming food;
- d. Rubbish, which means combustible or non-combustible solid wastes that may or may not putrefy, like paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery, and similar materials;
- e. Broken kitchenware;
- f. Discarded apparel, cloth materials, or rags;
- g. Garbage not deposited in solid-waste containers, which are fitted with a fly-tight lid and covered;
- h. Old bottles, broken glass; or
- i. Paper, magazines, cardboard, and cardboard boxes.

(2) *Brush, downed limbs, and hazardous trees.*

- a. Downed limb(s), brush piles;
- b. Cut, fallen, or hazardous trees and shrubs; or
- c. Weed cuttings or yard waste.

(3) *Rot, decay, and excrement.*

- a. All sorts of decaying animal matter;
- b. Decaying fruits or vegetables;
- c. Ashes, excrement, soot, stagnant water, sewage; or
- d. Any grounded compost pile not maintained and contained to prevent rodent or vermin harborage.

- (4) *Lumber, construction material, firewood, and bricks/blocks.*
- Lumber that is not stacked a minimum of six inches off the ground;
 - Firewood that is not stacked a minimum of six inches off the ground;
 - Bricks and or concrete blocks that are not stacked; or
 - Any lumber, construction material, or wood that is rotten or deteriorating.
- (5) *Furniture.*
- Furniture manufactured only for indoor use located on porches and other exterior areas open to the elements; or
 - Broken furniture.
- (6) *~~Derelict automobiles~~ vehicles, equipment, machines, or scrap metal.*
- ~~Wrecked automobiles~~ Vehicles, equipment, or other machines in disrepair;
 - Parts of equipment, ~~automobiles~~ parts of vehicles, or parts of other machines; or
 - Tin, steel, aluminum, copper, scrap iron, or other metals.
- (7) *Potential harborage.*
- Outdoor storage of material that:
 - Creates a potential mosquito breeding area by collecting and holding water;
 - Creates a potential rodent or vermin harborage; or
 - Has weeds, grass, brush, trees, or other vegetation growing in, or through, stored material.
 - Ponds or pools of unclean water.
- (8) *Dilapidated fences, barns, sheds, or other buildings.*
- Dilapidated barns, sheds, or other buildings that:
 - Are open and contain a substantial amount of trash, rubbish, or solid waste; ~~or~~
 - Made of scrap materials; or
 23. Harbor, or could harbor or breed mosquitoes, ants, flies, rats, mice, or other insects, animals, or vermin.
- (9) *Appliances, electronics, and indoor items.*
- Appliances manufactured only for indoor use located on porches and other exterior areas open to the elements;
 - Electronic components, devices, or equipment manufactured only for indoor use located on porches and other exterior areas open to the elements; or
 - Items manufactured only for indoor use located on porches and other exterior areas open to the elements.
- (10) *Vehicles, water craft, and trailers used for storage.*
- Vehicles containing items listed in this section that:
 - Occupy more than one-half of the vehicle's passenger compartment; or
 - Are piled on the hood, roof, or trunk of any vehicle.
 - Water craft and trailers containing items listed in this section.
 - Vehicles, water craft, and trailers may be used for storage if located in a:
 - Vehicle, water-craft, or trailer sales or service business;

2. Towing or storage facility;
3. Junkyard; or
4. Garage or similar fully-enclosed structure.

(11) Tents, Tarps, and Similar Materials

- a. Tents on private property.
- b. Tarps, tents, or similar materials used as fencing, screening, or makeshift structures.
- c. This section does not apply to:
 1. Tents with an approved permit;
 2. Licensed campgrounds; or,
 3. Recreational camping by minors on residential property.

Sec. 74-401. Rank vegetation declared hazard to public health, safety and welfare.

(1) ~~The presence of h~~ High grass, weeds, brush, and other rank vegetation, excluding shade trees, ornamental shrubs, fruit trees, domesticated berry bushes and vines, cover crops and domestic grains and plantings on lots and pieces of land within the city, constitute a menace to the public safety, health and welfare by reason that such conditions may: on lots and pieces of land within the city are hazardous to public health, safety, and welfare because they may:

- (1)(a) Cause a fire hazard;
- (2) (b) Furnish cover for prowlers;
- (3) (c) Create a nuisance with potential danger of injury on rocks, debris, holes, etc., covered by excess growth;
- (4) (d) Obstruct visibility at street intersections;
- (5) (e) Result in the aAggravateion allergies; or
- (6) (f) Furnish a potential harborage or breeding place for disease-carrying insects, arthropods, animals and poisonous snakes.

(2) Shade trees, ornamental shrubs, fruit trees, domesticated berry bushes and vines, cover crops, domestic grains and cultivated and stewarded plantings within a bordered landscaped area on lots and pieces of land within the city are not hazardous to public health, safety, and welfare.

Sec. 74-402. ~~Authority of city manager to determine existence of nuisance.~~

Property owner's responsibility to manage overgrowth.

The growth of weeds, brush or rank vegetation shall constitute a public nuisance when, in the opinion of the city manager, any such growth on a lot or piece of land may substantially endanger the health, safety or welfare of the public, having considered those hazards enumerated in section 74-401.

A property owner has an ongoing obligation to manage nuisance overgrowth on all the owner's lots or lands, including that area of the right-of-way up to the street curb, or edge of pavement where no curb is present, and any area between the lot line and the centerline of any adjacent alley.

Sec. 74-403. - Weeds over seven inches in height declared nuisance.

The growth of Grass, weeds, brush, or other rank vegetation more than seven inches in height is declared to be a high are a public nuisance per se, and detrimental to

the public health, safety, and welfare of the public. This does not apply to cultivated and stewarded plantings within a bordered, landscaped area.

Sec. 74-406. Charges for abatement by city.

- (a) Whenever the director of building development services abates a nuisance under the provisions of this article, there shall be a minimum charge for the expenses incurred by the city for the abatement of the nuisance. The charge for abatement shall be as established in section 2-425.
- (b) In weed abatement cases under 74-405, the director of building development services shall certify the costs of abatement of weeds and other rank vegetation to the director of finance. The director of finance may include such costs in a special tax bill or seek to have them added to the annual real estate taxes for the tract of land.
- (c) If a special tax bill is issued, the owner of the property at the time the nuisance was abated shall be personally liable to the city for the cost of the abatement, which shall be a lien upon the tract of land where the nuisance was abated until paid in full. Any special tax bill issued shall be enforceable until paid, shall bear interest until paid at the legal rate, and may be foreclosed upon by the city through appropriate proceedings in the circuit court. Costs of collection, including attorney fees, shall be added thereto, in the event a lawsuit is required to enforce the tax bill.
- (d) If the certified cost is added to the annual real estate tax bill for the property and not paid, the real estate taxes shall be considered delinquent, and the collection thereof shall be governed by the laws applicable to delinquent real estate taxes.
- (e) By 1) personal delivery; or 2) United States regular first class mail, postage prepaid; and ~~3) posting the notice in a conspicuous location on the property where the violation exists, unless there has been personal delivery,~~ the director of finance building development services shall notify the owner of the tract of land of the issuance of the special tax bill or the direction that the costs of the abatement be added to the annual real estate taxes assessed against the property. ~~The notice shall provide that the determination of the costs of abatement and the assessment shall become final, unless the owner of the tract of land files a written request for a hearing within ten days after the giving of the notice, which request shall set forth the grounds upon which the owner contends that the assessment is invalid or erroneous. If a hearing is requested, the director of finance shall hold an informal meeting with a representative of the city and the owner. The parties shall be given the opportunity to present information to the director concerning the assessment. After such informal hearing, the director may cancel or modify any assessment, or may affirm the assessment. The director shall give the owner notice of his decision in writing.~~
- (f) If extraordinary weed maintenance procedures are required to abate a nuisance under the provisions of this article, the actual expenses incurred by

the city for the abatement of the nuisance shall be charged to the person in charge of the parcel of land as set out in this article.

- (g) For purposes of this section, the term "extraordinary weed maintenance procedures" shall be deemed to mean the required use of heavy construction equipment such as motor graders, crawler-tractors, wheel loaders and/or track-type loaders. Actual expenses shall be deemed to include all administrative costs, including costs incurred in renting such equipment; the cost of fuel, oil, lubrication, filters, and repair or replacement of parts, including tires, when such repair or replacement is not a result of normal wear and tear; the per-mile cost of dump trucks used in hauling away the rank vegetation; and all labor costs.

Exhibit B

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

Sec. 38-134. - Submittal documents.

- (a) For projects not governed by the residential code, submittal documents consisting of construction documents, statement of special inspections, geotechnical report where required, compliance certificates, and other data required by administrative ruling or otherwise by the building official shall be submitted ~~in two or more sets with each permit application, or~~ electronically using the city's ProjectDox system where required. The construction documents for projects not governed by and conforming to the adopted residential code and which do not qualify as small projects described in Sec. 38-134 (b)1 below, shall be prepared, sealed and signed by a registered design professional consistent with the professional registration laws of the State of Missouri, and submitted electronically using the city's ProjectDox system. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared, sealed, and signed by a registered design professional.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this Code.

- (b) For projects governed by the residential code, and qualifying small projects meeting the requirements of Sec. 38-134 (b)1, submittal documents consisting of construction documents, and other data required by administrative ruling or otherwise by the building Code official shall be submitted ~~in two or more sets with each permit application, or~~ electronically using the city's ePlans – ProjectDox system.

~~Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this Code.~~

1. Applications for qualifying small projects that do not require the submittal of construction documents prepared, sealed, and signed by a design professional include:
 - a. Modification to existing fire alarm systems that include only:
 - I. Addition or removal of no more than five (5) devices;
 - II. Modification of the communication system;
 - III. Replacement of Fire Alarm Control Panel or annunciator;
 - IV. Replacement of a sprinkler electric bell with a horn/strobe device;
 - V. Addition of hood suppression system monitoring ;

- VI. Other modifications to fire alarm system as approved by SFD-Developer Services:
 - 1. As a condition of approval, a drawing must be submitted clearly detailing all associated existing systems, the proposed modifications, and the location of all modified equipment. A written description of the alterations, manufacturer specification sheets, and other relevant documentation must also be provided.
- b. Modifications to existing fire sprinkler systems that include only:
 - I. Addition or removal of no more than six (6) heads
 - II. Addition or removal of system valves
 - III. Replacement/repair of free standing/remote Fire Department Connection
 - IV. Other modifications to fire sprinkler system as approved by SFD-Developer Services
 - 1. As a condition of approval, a drawing must be submitted clearly detailing the existing system, proposed changes, and all modified equipment. A written description of the scope of work and supporting documentation such as manufacturer specifications as applicable must be included.
- c. Repairs to buildings.
 - I. Repair of a building due to fire, smoke, or water damage may not impact any structural components or alter elements of the means of egress. As a condition of permit issuance, a letter from a licensed design professional must be submitted with the permit application, confirming that no structural components were damaged.
- d. Mechanical, Electrical, Plumbing, and Gas Projects.
 - I. Repair or replacement of electrical service equipment must have the same ampacity and be installed in the same location as the existing equipment.
 - 1. As a condition of approval, a drawing must be submitted clearly indicating the location, the ampacity, and description of the electrical equipment being repaired or replaced.
 - II. Repair or replacement of a domestic water heater must be of the same size, rating, and be installed in the same location as the existing unit.
 - 1. As a condition of approval, a drawing must be submitted clearly indicating the location, size, and type of water heater being replaced.
 - III. Repair or replacement of a furnace, air conditioner, heater, or air handler must be of the same size and rating and be installed in the same location as the existing equipment.

1. As a condition of approval, a drawing must be submitted clearly indicating the location, the size, and type of furnace or heater being replaced.

IV. Repair or replacement of a Roof Top HVAC Unit (RTU) must be of the same size and rating and be installed in the same location as the existing equipment.

1. As a condition of approval, a drawing must be submitted clearly indicating the gross weight of the existing RTU and the proposed RTU along with the location, size, and type of rooftop unit being replaced. If the gross weight of the new RTU exceeds the gross weight of the existing RTU, a letter prepared, sealed, and signed by a design professional is required confirming the existing structure will support the additional load of the new RTU.

V. Replacement of fuel gas piping for maintenance purposes with piping that complies with the International Fuel Gas Code.

1. As a condition of approval, a drawing must be submitted clearly indicating the location, size, and type of fuel gas pipe being replaced.

2. Any alteration that results in an increase in gas demand requires drawings prepared, sealed, and signed by a registered design professional.

EXPLANATION TO COUNCIL BILL 2025-165 (HARDINGER)

FILED: 07/09/2025

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending Chapter 36 of the Springfield City Code, 'Land Development Code,' Article III, 'Zoning Regulations,' Division 5, 'Supplemental District Regulations,' Section 36-459, 'Special regulations for retail liquor sales,' for the purpose of removing the requirement to advertise notice of proposed liquor sales in an official newspaper or a newspaper of general circulation in the City of Springfield, Missouri, for at least five consecutive issues to align City Code with state publication requirements.

PURPOSE: Amending Chapter 36 of the Springfield, Missouri, City Code, known as the 'Land Development Code,' Article III, 'Zoning Regulations,' Division 5, Section 36-459 Special regulations for retail liquor sales, would remove the requirement to advertise in an official newspaper or a newspaper of general circulation in the City of Springfield, Missouri, for at least five straight consecutive issues. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:**ZONING ORDINANCE TEXT AMENDMENT: Special regulations for retail liquor sales**

Planning and Zoning Commission initiated this amendment at their June 12, 2025, meeting. This amendment to Section 36-459 Special regulations for retail liquor sales, would remove the requirement to advertise in an official newspaper or a newspaper of general circulation in the City of Springfield, Missouri, for at least five straight consecutive issues.

FINDINGS FOR STAFF RECOMMENDATION:

1. The proposed amendment would remove the requirement to advertise in an official newspaper or a newspaper of general circulation in the City of Springfield, Missouri, for at least five straight consecutive issues. The change is being requested to bring the local requirements into alignment with Missouri State law, and to reduce the overall cost of advertising per application. Previously required public notices were published for a flat fee. That option is no longer available and the remaining eligible publishers charge by the word or the line of text.
2. Forward SGF supports a Comprehensive City Code Update. This Plan calls for a full update to the City's Land Development Code and Ordinances to align regulations with the recommendations contained in each chapter. The

Comprehensive Plan is a policy guide that should inform decision making for years to come.

3. Before an amendment shall be approved by ordinance, the Planning and Zoning Commission shall have first had a public hearing regarding the proposed amendment and made an official report to the City Council regarding the Planning and Zoning Commission's recommendation regarding said amendment. Once the Planning and Zoning Commission has made its official report, any further review by the Planning and Zoning Commission shall not be required unless City Council elects to refer a matter back to the Planning and Zoning Commission for further review.
4. The Growth and Development Advisory Committee (GDAC), Downtown Springfield Association (DSA), Commercial Club and all Registered Neighborhood Associations were notified of this amendment and public hearing dates for comment.

REMARKS: The Planning and Zoning Commission held a public hearing on, July 17, 2025, and recommended **approval**, by a vote of 7 to 0, of the proposed amendments.

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

FINDINGS FOR STAFF RECOMMENDATION: Staff recommends approval of the text amendment based on its consistency with the *Comprehensive Plan*.

Submitted By: Bob Hosmer, Planning Manager

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

Maurice S. Jones, Deputy City Manager 07/22/2025

Attachments:

1. Retail Liquor Sales Publication Text Amendment
2. Retail Liquor Sales Publication Amendment AM_exhA
3. Retail Liquor Sales Publication Amendment AM_exhB

One-rdg. _____
P. Hrngs. X
Pgs. 13
Filed: 07-22-25

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-165

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Chapter 36 of the Springfield City Code, 'Land Development Code,'
2 Article III, 'Zoning Regulations,' Division 5, 'Supplemental District
3 Regulations,' Section 36-459, 'Special regulations for retail liquor
4 sales,' for the purpose of removing the requirement to advertise
5 notice of proposed liquor sales in an official newspaper or a
6 newspaper of general circulation in the City of Springfield, Missouri,
7 for at least five consecutive issues to align City Code with state
8 publication requirements.
9 _____

10
11 WHEREAS, the City of Springfield currently requires applicants for retail liquor
12 sales at locations within 200 feet of property zoned R-SF, Single-family residential
13 district; R-TH, Residential townhouse district; or R-MHC, Manufactured home
14 community district, or designated to single-family or two-family residential use in a
15 planned development district, to advertise notice of such application in an official
16 newspaper or a newspaper of general circulation in the City of Springfield, Missouri, in
17 five (5) consecutive issues; and
18

19 WHEREAS, the State of Missouri does not require such publication; and
20

21 WHEREAS, following proper notice, the Planning and Zoning Commission held a
22 public hearing regarding the proposed amendment to Section 36-459 of the Springfield
23 City Code on July 17, 2025, a copy of the Record of Proceedings from said public
24 hearing being attached hereto and incorporated herein by this reference as "Exhibit A,"
25 and recommended approval of the proposed change by a vote of 7 to 0; and
26

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

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

33 Section 1 – Chapter 36 of the Springfield City Code, 'Land Development Code,'

Article III, 'Zoning Regulations,' Division 5, 'Supplemental District Regulations,' Section 36-459, 'Special regulations for retail liquor sales,' is hereby amended to read as follows:

(Note: Language to be added is **bolded and underlined**, and language being removed is stricken.)

Section 36-459. Special regulations for retail liquor sales.

- (1) *Applicability.* No license shall be issued for the sale of intoxicating liquor at retail in any form notwithstanding that the proposed establishment is within the zone appropriate therefore under this article nor shall any such use be conducted in any zone of the city unless the following procedures shall be followed.
- (2) *Location with regard to R-SF, R-TH, R-MHC, or PD districts.* Whenever any application shall be received by the city for the establishment of a place for the sale of intoxicating liquor at retail in any form, it shall be determined by the officer charged with the responsibility of issuing such licenses whether or not the proposed establishment is located within 200 feet of any property zoned R-SF, R-TH, R-MHC or designated for single-family or two-family residential use in a PD district under this article. In the event there shall be no such property within 200 feet from the proposed location and the application shall otherwise be appropriate and authorized by the laws of the city, then the license may be issued.
- (3) *Application fee.* If the proposed establishment is within 200 feet of property zoned R-SF, R-TH, R-MHC, or designated for single-family or two-family residential use in a PD district, then the person charged with the responsibility of accepting applications for such establishments on behalf of the city shall require to be filed therewith a fee of \$107.00 plus the actual costs of ~~publication and other~~ legal notices required by law for the processing of said application, which fee is in addition to the license fee required by ordinances of the city. The additional fee shall be for the costs of processing the application and providing the necessary notifications described herein.
- (4) *Public notice.* Thereupon, the applicant shall cause to be posted in four places in the vicinity of the property which is so zoned R-SF, R-TH, R-MHC or designated for single-family or two-family residential use in a PD district, and which is within 200 feet of the proposed establishment a notice setting forth the proposed application and advising that persons within said 200 feet owning or occupying property zoned R-SF, R-TH, R-MHC or designated for single-family or two-family residential use in a PD district, shall have the right within 21 days from the date that the notice shall first be posted in which to protest the granting of a license for the establishment and the use of the land therefore, including instructions for filing said protest. In addition, said notice

80 shall be mailed to all persons within said 200 feet owning or occupying
81 property zoned R-SF, R-TH, R-MHC or designated for single-family or two-
82 family residential use in a PD district, said mailing to occur by first-class mail
83 no later than three days prior to the posting described herein. Deposit in the
84 United States mail, with postage prepaid, shall constitute proof of compliance
85 with the mailing notice requirement. ~~In addition, said notice shall be~~
86 ~~advertised in an official newspaper or a newspaper of general circulation in~~
87 ~~the City of Springfield, Missouri, said notice to be given for at least five~~
88 ~~straight consecutive issues and the time to protest shall commence with the~~
89 ~~date of the first said publication and shall terminate on the twenty-first day~~
90 ~~thereafter.~~

- 91
- 92 (5) *Protest requirements.* If within the 21 days aforesaid there shall be filed with
93 the officer of the city charged with receiving applications for liquor licenses a
94 protest to granting the license for the proposed establishment signed by at
95 least 50 percent of the owners and/or occupants of the land so zoned R-SF,
96 R-TH, R-MHC or designated for single-family or two-family residential use in a
97 PD district, and located within 200 feet of the proposed establishment, then
98 the application shall be forwarded to city council for its resolution in favor or
99 against said application. If, however, no such protest shall be filed within 21
100 days or if the same shall be insufficient, thereupon the license may issue, all
101 other requirements of the law of the City of Springfield having been met and
102 complied with.

103

104 For the purpose of this section, only one signature per land parcel,
105 whether property owner or occupant, shall be counted in determining whether
106 the 50-percent threshold for protest has been satisfied. In the event of conflict
107 between the owner and occupant, the owner shall prevail. In the event that an
108 occupant files a protest, but the owner does not, the owner shall be notified of
109 said protest. The notice shall be mailed by first-class mail no later than three
110 days after the deadline to file a protest. Deposit in the United States mail, with
111 postage prepaid, shall constitute proof of compliance with this notice
112 requirements. The owner shall have seven days from the date of mailing to
113 file with the officer of the city charged with receiving applications for liquor
114 licenses a withdrawal of the occupant's protest.

115

116 The official of the City of Springfield charged with the responsibility of
117 accepting applications for licenses for the sale of intoxicating liquor at retail
118 shall have the authority from time to time to prepare forms to implement this
119 section including protest forms, application forms, and forms for notice, forms
120 for proof of ownership and/or occupancy, and other appropriate requirements.
121 Forms of protest shall in any event be acknowledged by some person other
122 than a protesting owner or occupant located with the 200 feet area
123 acknowledging the signatures of the persons contained thereon to be the free
124 act and deed of the persons so signing. In determining those persons entitled
125 to be counted in such protest, only those persons who are owners of

occupants of the land of record on the date that the application shall have been filed shall be entitled to protest.

Notwithstanding the provisions of this section, the director of finance may issue a license for the same location to any purchaser of a retail liquor establishment which was duly licensed at the time of the purchase providing the purchaser makes proper application and is qualified and eligible to hold a license and providing that the provisions of section 10-36 [of the] Springfield City Code shall have been complied with; nor shall the provisions of this section prohibit the reissuance of licenses for previously existing duly licensed establishments.

(6) *Exemption from notice.* The applicant shall be exempted from the notice and publication requirements herein, and only those requirements, if 100 percent of all owners and occupants of residential property as set forth herein, file a notarized waiver of protest setting forth the case or license number, address of establishment, and indicating they have no opposition to the proposed use, and the license may issue providing the applicant has complied with all other applicable requirements.

Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby, 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: _____

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

173

174

175 Approved for Council action: [Signature], City Manager

EXHIBIT A
RECORD OF PROCEEDINGS
Planning and Zoning Commission – July 12, 2025

Amendments to the Publication / Posting Retail Liquor Sales
Citywide

Applicant: City of Springfield

Mr. Hosmer stated that this is a request to amend Section 36-459 publication of Retail Liquor Sales to remove the requirement to advertise in an official newspaper or a newspaper of general circulation in the City of Springfield, Missouri, for at least five straight consecutive issues.

Mr. Doennig opened the public hearing.

No speakers.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Planning and Zoning Commissioner Scott moved to approve Amendments to the Publication / Posting Retail Liquor Sales; Commissioner Lebeck seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Pauly, Commissioner Gunther, Commissioner Hunton, Commissioner Lebeck. Nays: None. Absent: Commissioner Knuckles and Commissioner Ridge. Abstain: None.

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

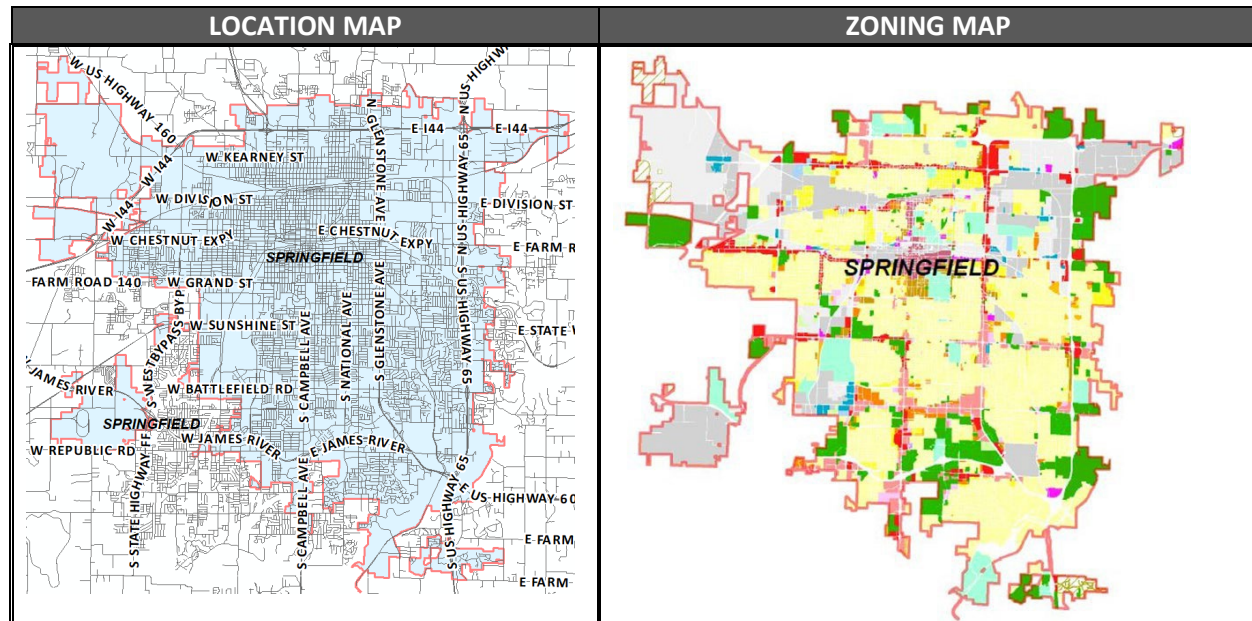
Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION:	
Case Number:	Retail Liquor Sales Publication Amendment
Location:	Citywide
Applicant:	City of Springfield
Neighborhood Meeting:	NA
Planning and Zoning Commission:	July 17, 2025
City Council:	July 28, 2025
Public Notification:	Springfield News Leader
Staff:	Bob Hosmer, Planning Manager
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of the text amendment to Section 36-459 Retail Liquor Sales Publications as set forth in Attachment 1 to the staff report on this item. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to amend Section 36-459 publication of Retail Liquor Sales to remove the requirement to advertise in an official newspaper or a newspaper of general circulation in the City of Springfield, Missouri, for at least five straight consecutive issues.



DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) *Text amendments.* If the request is for an amendment of the text of this article, the recommendation of the planning and zoning commission may consider:

1. Whether the proposed text amendment is consistent with the Springfield Comprehensive Plan;
2. Whether the proposed text amendment is consistent with the intent and purpose of this article;
3. The areas of the city that are most likely to be affected by the proposed text amendment and the manner in which those areas will be affected;
4. Whether the proposed text amendment is necessitated by a change in conditions in the zoning districts affected and the nature of such changed conditions;
5. Information submitted at the public hearing.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

1. Forward SGF supports a Comprehensive City Code Update. This Plan calls for a full update to the City's Land Development Code and Ordinances to align regulations with the recommendations contained in each chapter. The Comprehensive Plan is a policy guide that should inform decision making for years to come, but it is not regulatory. The City needs to update its development regulations to support the Plan's vision.
2. Development Regulations. Increased use flexibility that promotes redevelopment and revitalization will need to be balanced by regulatory codes that promote and emphasize quality design and construction that is pedestrian focused and has a greater experience factor. The city's guiding principle of Quality of Place emphasizes the need for more public and private amenities and features. Future code changes will need to support the implementation of planning that promotes the development of places with a wide array of convenient services in proximity to amenity-rich, attractive, inviting, integrated corridors and districts that are within walking distance of neighborhood, trails, parks, and mixed-use centers with diverse housing options. Likewise, neighborhoods that can support low-intensity commercial hubs surrounded by diverse housing types will require codes to keep development intensity in-check at a neighborhood-scale. Plans and code changes will also need to champion alignment of subsidies and other public investments and improvements with land planning to ensure housing and economic development projects are permitted and supported in places where they are best suited and equitably dispersed across the city.

STAFF ANALYSIS AND RECOMMENDATION:

1. The Planning and Zoning Commission at their, June 12, 2025, meeting, directed City staff to prepare amendments to Section 36-459 Special regulations for retail liquor sales publications.

DEVELOPMENT REVIEW STAFF REPORT

2. The proposed amendment would remove the requirement to advertise in an official newspaper or a newspaper of general circulation in the City of Springfield, Missouri, for at least five straight consecutive issues. The change is being requested to bring the local requirements into alignment with Missouri State law, and to reduce the overall cost of advertising per application. Previously required public notices were published for a flat fee. That option is no longer available and the remaining eligible publishers charge by the word or the line of text.
3. Before an amendment shall be approved by ordinance, the Planning and Zoning Commission shall have first had a public hearing regarding the proposed amendment and made an official report to the City Council regarding the Planning and Zoning Commission's recommendation regarding said amendment. Once the Planning and Zoning Commission has made its official report, any further review by the Planning and Zoning Commission shall not be required unless City Council elects to refer a matter back to the Planning and Zoning Commission for further review.
4. The Growth and Development Advisory Committee (GDAC), Downtown Springfield Association (DSA), Commercial Club and all Registered Neighborhood Associations were notified of this amendment and public hearing dates for comment.

STAFF RECOMMENDATION:

1. Staff recommends approval of the text amendment.

PLANNING AND ZONING OPTIONS:

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

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

DEVELOPMENT REVIEW STAFF REPORT

PROPOSED AMENDMENT:

Attachment 1

Note: The existing language is in black. Language to be added is underlined and to be removed is ~~stricken~~.

Sec. 36-459. Special regulations for retail liquor sales.

- (1) *Applicability. No license shall be issued for the sale of intoxicating liquor at retail in any form notwithstanding that the proposed establishment is within the zone appropriate therefore under this article nor shall any such use be conducted in any zone of the city unless the following procedures shall be followed.*
- (2) *Location with regard to R-SF, R-TH, R-MHC, or PD districts. Whenever any application shall be received by the city for the establishment of a place for the sale of intoxicating liquor at retail in any form, it shall be determined by the officer charged with the responsibility of issuing such licenses whether or not the proposed establishment is located within 200 feet of any property zoned R-SF, R-TH, R-MHC or designated for single-family or two-family residential use in a PD district under this article. In the event there shall be no such property within 200 feet from the proposed location and the application shall otherwise be appropriate and authorized by the laws of the city, then the license may be issued.*
- (3) *Application fee. If the proposed establishment is within 200 feet of property zoned R-SF, R-TH, R-MHC, or designated for single-family or two-family residential use in a PD district, then the person charged with the responsibility of accepting applications for such establishments on behalf of the city shall require to be filed therewith a fee of \$107.00 plus the actual costs ~~of publication and other~~ legal notices required by law for the processing of said application, which fee is in addition to the license fee required by ordinances of the city. The additional fee shall be for the costs of processing the application and providing the necessary notifications described herein.*
- (4) *Public notice. Thereupon, the applicant shall cause to be posted in four places in the vicinity of the property which is so zoned R-SF, R-TH, R-MHC or designated for single-family or two-family residential use in a PD district, and which is within 200 feet of the proposed establishment a notice setting forth the proposed application and advising that persons within said 200 feet owning or occupying property zoned R-SF, R-TH, R-MHC or designated for single-family or two-family residential use in a PD district, shall have the right within 21 days from the date that the notice shall first be posted in which to protest the granting of a license for the establishment and the use of the land therefore, including instructions for filing said protest. In addition, said notice shall be mailed to all persons within said 200 feet owning or occupying property zoned R-SF, R-TH, R-MHC or designated for single-family or two-family residential use in a PD district, said mailing to occur by first-class mail no later than three days prior to the posting described herein. Deposit in the United States mail, with postage prepaid, shall constitute proof of compliance with the mailing notice requirement. ~~In addition, said notice shall be advertised in an official newspaper or a newspaper of general circulation in the City of Springfield, Missouri, said notice to be given for at least five straight consecutive issues and the time to protest shall commence with the date of the first said publication and shall terminate on the twenty-first day thereafter.~~*
- (5) *Protest requirements. If within the 21 days aforesaid there shall be filed with the officer of the city charged with receiving applications for liquor licenses a protest to granting the license for the proposed establishment signed by at least 50 percent of the owners and/or occupants of the land so zoned R-SF, R-TH, R-MHC or designated for single-family or two-family residential use in a PD district, and located within 200 feet of the proposed establishment, then the application shall be forwarded to city council for its resolution in favor or against said application. If, however, no such protest shall be filed within 21 days or if the same shall be*

DEVELOPMENT REVIEW STAFF REPORT

insufficient, thereupon the license may issue, all other requirements of the law of the City of Springfield having been met and complied with.

For the purpose of this section, only one signature per land parcel, whether property owner or occupant, shall be counted in determining whether the 50-percent threshold for protest has been satisfied. In the event of conflict between the owner and occupant, the owner shall prevail. In the event that an occupant files a protest, but the owner does not, the owner shall be notified of said protest. The notice shall be mailed by first-class mail no later than three days after the deadline to file a protest. Deposit in the United States mail, with postage prepaid, shall constitute proof of compliance with this notice requirement. The owner shall have seven days from the date of mailing to file with the officer of the city charged with receiving applications for liquor licenses a withdrawal of the occupant's protest.

The official of the City of Springfield charged with the responsibility of accepting applications for licenses for the sale of intoxicating liquor at retail shall have the authority from time to time to prepare forms to implement this section including protest forms, application forms, and forms for notice, forms for proof of ownership and/or occupancy, and other appropriate requirements. Forms of protest shall in any event be acknowledged by some person other than a protesting owner or occupant located within the 200 feet area acknowledging the signatures of the persons contained thereon to be the free act and deed of the persons so signing. In determining those persons entitled to be counted in such protest, only those persons who are owners or occupants of the land of record on the date that the application shall have been filed shall be entitled to protest.

Notwithstanding the provisions of this section, the director of finance may issue a license for the same location to any purchaser of a retail liquor establishment which was duly licensed at the time of the purchase providing the purchaser makes proper application and is qualified and eligible to hold a license and providing that the provisions of section 10-36 [of the] Springfield City Code shall have been complied with; nor shall the provisions of this section prohibit the reissuance of licenses for previously existing duly licensed establishments.

- (6) *Exemption from notice. The applicant shall be exempted from the notice ~~and publication~~ requirements herein, and only those requirements, if 100 percent of all owners and occupants of residential property as set forth herein, file a notarized waiver of protest setting forth the case or license number, address of establishment, and indicating they have no opposition to the proposed use, and the license may issue providing the applicant has complied with all other applicable requirements.*



EXPLANATION TO COUNCIL BILL 2025-166 (HOSMER)

FILED: 06/26/2025

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance amending the Fiscal Year 2024-2025 operating budget of the City of Springfield in the General Fund by increasing both revenue and expenses in the amount of \$275,643.54, for the purpose of adjusting for certain reimbursements and associated offsetting expenses, adjusting the salary budget for retirement payouts, and adjusting interdepartmental budgets.

PURPOSE: Amending the City's Fiscal Year 2024-2025 operating budget in the General Fund by increasing both revenue and expenses in the amount of \$275,643.54.

BACKGROUND INFORMATION: During the fiscal year, various events occurred resulting in revenue and expenses which were not anticipated at the time the budget was developed. Some of the most common events are insurance proceeds for damaged equipment and the corresponding cost to repair the equipment, sale of assets, and reimbursements for various City services. Each revenue adjustment has a corresponding increase in expense. For efficiency purposes, these adjustments to the budget are typically handled toward the end of the fiscal year. Although Fiscal Year 2024-2025 ended on June 30, 2025, the books remain open for year-end entries. The Fiscal Year 2024-2025 year-end budget adjustment includes a revenue and expense adjustment of \$275,643.54 for reimbursements. This year's reimbursements include funds from Greene County, Republic, and Nixa for Niche software, reimbursement for the Police training apprenticeship program, sale of City gear and event merchandise items, sale of scrap metal and a small amount of donations.

Actual year-end salary expense often varies from budget due to sick leave and vacation payments that are paid at retirement. These payouts are not budgeted. Overall, salary expense in the General Fund did not exceed the budget in Fiscal Year 2024-2025; however, it is necessary to adjust appropriations between departments. Some departments may need additional funds due to numerous retirees, while other departments have funds available due to vacancies. Finally, the distribution of city-wide contingency, and other adjustments between departments, are included for funding shortfalls and emergencies experienced throughout the budget year.

The purpose of this budget adjustment is to adjust the Fiscal Year 2024-2025 budget for reimbursements and associated offsetting expense items as well as adjust the salary budget for retirement payouts. This is separate from and different than a carryover budget adjustment which appropriates available funds in excess of the operating reserve. The information for the carryover budget adjustment is not available until the financial statements for the fiscal year are complete. This generally occurs in



November following the close of the fiscal year in June. It is not known at this time the amount of carryover funds from the Fiscal Year 2024-2025 budget.

Submitted By: Tammy Beeman, Financial Analyst

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

Collin Quigley, Interim City Manager 07/18/2025

Attachments:

1. FY 24-25 Year-End General Fund Budget Adjustment
2. Exhibit A - 078 FIN General Fund Year-End FY25 Budget Adjustment

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 07-22-25

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-166

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fiscal Year 2024-2025 operating budget of the City of Springfield in
2 the General Fund by increasing both revenue and expenses in the amount
3 of \$275,643.54, for the purpose of adjusting for certain reimbursements
4 and associated offsetting expenses, adjusting the salary budget for
5 retirement payouts, and adjusting interdepartmental budgets.
6 _____
7

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

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

14 WHEREAS, the Fiscal Year 2024-2025 operating budget for the General Fund
15 needs to be adjusted for revenue and expenses of \$275,643.54 for reimbursements,
16 salary budget adjustments for retirement payouts, and interdepartmental adjustments.
17

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

21 Section 1 – The budget of the City of Springfield for Fiscal Year 2024-2025 is
22 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
23 No. 078, a copy of which is attached hereto and incorporated herein by this reference
24 as “Exhibit A.”
25

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

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

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

36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46 Approved as to form: Laura Vales, Assistant City Attorney

47
48 [Signature]
49 Approved for Council action: _____, City Manager
50

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
078

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	10	15050	414110	000000	00000	321.00	Fire - Sale of Scrap Metal
10110	10	15050	414110	000000	00000	1,983.77	Fire - Insurance Reimbursement
10110	10	15070	414110	000000	00000	275.00	Fire - Insurance Reimbursement
10110	10	15050	414110	000000	00000	911.69	Fire - Insurance Reimbursement
10110	10	15020	414110	000000	00000	823.01	Fire - Insurance Reimbursement
10110	12	16010	414110	000000	00000	10,000.00	Human Resources - MetLife Incentives
10110	18	90100	414110	000000	00000	75,078.62	Police - Insurance Reimbursements
10110	18	97580	414110	000000	00000	24,000.00	Police - Apprenticeship Training
10110	18	97510	413030	000000	00000	118,437.55	Police - Niche Reimbursement
10110	19	20010	413010	000000	00000	20,500.00	Public Information - Advertising
10110	19	20010	414110	000000	00000	20,812.90	Public Information - Reimbursement
10110	19	20010	414070	000000	00000	2,500.00	Public Information - Donation
Net Revenue Adjustment						275,643.54	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
Reimbursements:							
10110	10	15050	501260	000000	00000	3,216.46	Fire - Operating Supplies
10110	10	15020	501260	000000	00000	823.01	Fire - Operating Supplies
10110	10	15070	501260	000000	00000	275.00	Fire - Operating Supplies
10110	12	16010	501260	000000	00000	5,000.00	Human Resources - Operating Supplies
10110	12	16010	502390	000000	00000	5,000.00	Human Resources - Printshop Charges
10110	18	90100	501260	000000	00000	75,078.62	Police - Operating Supplies
10110	18	97580	501260	000000	00000	24,000.00	Police - Operating Supplies
10110	18	97510	504580	000000	00000	73,195.38	Police - Other Professional Services
10110	18	97510	504580	000000	00000	14,855.80	Police - Other Professional Services
10110	18	97510	504580	000000	00000	25,732.75	Police - Other Professional Services
10110	18	97510	504580	000000	00000	4,653.62	Police - Other Professional Services
10110	19	20010	502515	000000	00000	43,812.90	Public Information - Operating Supplies
Reallocate salaries/supplies by department:							
10110	04	11030	500110	000000	00000	50,000.00	City Attorney- Salaries
10110	04	11030	504530	000000	00000	(25,000.00)	City Attorney-Consulting
10110	12	16010	504580	000000	00000	40,000.00	Human Resources Fire - Other Professional Services
10110	10	15020	500110	000000	00000	275,000.00	Fire-Salaries
10110	23	60210	500110	000000	00000	50,000.00	Economic Vitality-Salaries
10110	19	20010	500110	000000	00000	45,000.00	Public Information Office - Salaries
10110	06	13120	502780	000000	00000	(40,000.00)	City Manager - Contingency
10110	13	17010	500110	000000	00000	(100,000.00)	
10110	20	71010	500110	000000	00000	(320,000.00)	Public Works-Salaries
10110	15	18010	501260	000000	00000	45,000.00	Mayor & City Council - Operating Supplies
10110	14	19020	504580	000000	00000	65,000.00	Municipal Court - Other Professional Services
10110	20	71010	504580	000000	00000	(85,000.00)	Public Works-Other Professional Services
Distribute contingency funds by department:							
10110	06	13120	502780	000000	00000	(35,000.00)	Human Resources - City Manager Contingency
10110	12	16010	504580	000000	00000	35,000.00	Human Resources - City Manager Search
10110	06	13120	502780	000000	00000	(93,000.00)	Finance- City Manager Contingency
10110	09	14120	504580	000000	00000	68,000.00	Finance - TIF Buyout & ARPA Forvis Increases
10110	09	14110	504580	000000	00000	25,000.00	Finance - WFD Forvis Increase
10110	06	13120	502780	000000	00000	(1,500.00)	Public Information Office- City Manager Contingency
10110	19	18050	504580	000000	00000	1,500.00	Public Information Office - Other Professional Fees
Net Expenditure Adjustment						275,643.54	

Explanation: To amend the fiscal year end 2024-25 budget for the General Fund.

Requested By:



Department Head

07-22-2025

Date

Approved By:



Director of Finance

07-22-2025

Date

Authorization:

Council Bill No. 2025-166

Ordinance No. _____

1st Reading _____

2nd Reading _____

Journal Imp No. _____

City Manager

Date



EXPLANATION TO COUNCIL BILL 2025-167 (CARROLL)

FILED: 06/26/2025

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance amending the Fiscal Year 2024-2025 operating budget of the City of Springfield by increasing both revenue and expenses in the amount of \$203,698.25, in various Special Revenue Funds, for the purpose of accounting for certain reimbursements and associated offsetting expense items.

PURPOSE: Amending the City's Fiscal Year 2024-2025 operating budget by increasing both revenue and expenses in the amount of \$203,698.25 in various Special Revenue Funds.

BACKGROUND INFORMATION: During the fiscal year, various events occur resulting in revenue and expenses which were not anticipated at the time the budget was developed. Some of the most common events are insurance proceeds for damaged equipment and the corresponding cost to repair the equipment, sale of assets, and reimbursements from other agencies. For efficiency purposes, these adjustments to the budget are typically handled toward the end of the fiscal year. Although Fiscal Year 2024-2025 ended on June 30, 2024, the books remain open for year-end entries. The Fiscal Year 2024-2025 year-end budget adjustment includes \$190,189.28, which was paid out of the fire escrow funds held by the City. Often, an insurance company will issue checks for reimbursement of fire damage to both the City and the property owner. The City holds the funds in escrow until the property damage is cleaned up and the property meets the requirements of City code. The Fire department received \$3,672.81 from Pi Kappa Alpha as a donation and \$48.00 for training reimbursement. The Police department received \$9,681.28, for the sale of brass from spent ammunition. Environmental Services received unrestricted interest income \$106.88 that was not anticipated during the budget process.

The purpose of this budget adjustment is to adjust the Fiscal Year 2024- 2025 budget for reimbursements and associated offsetting expense items. This budget adjustment includes special revenue funds. These funds are designated for a specific purpose and must be used only for this purpose.

Submitted By: Tammy Beeman, Financial Analyst

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Interim City Manager 07/18/2025

Attachments: 1. FY 24-25 Year-End Special Revenue Budget Adjustment

2. Exhibit A- 079 FIN Year-End FY25 Budget Adjustment

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 07-22-25

Sponsored by: Carroll

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-167

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fiscal Year 2024-2025 operating budget of the City of Springfield by
2 increasing both revenue and expenses in the amount of \$203,698.25, in
3 various Special Revenue Funds, for the purpose of accounting for certain
4 reimbursements and associated offsetting expense items.
5 _____
6

7 WHEREAS, during a fiscal year, various events occur resulting in revenue and
8 expenses which were not anticipated at the time the budget was developed; and
9

10 WHEREAS, for efficiency purposes these adjustments to the budget are typically
11 handled toward the end of the fiscal year or shortly thereafter; and
12

13 WHEREAS, the Fiscal Year 2024-2025 operating budget for various Special
14 Revenue Funds needs to be adjusted for reimbursements and associated offsetting
15 expense items by increasing both revenue and expenses in the amount of \$203,698.25.
16

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

20 Section 1 – The budget of the City of Springfield for Fiscal Year 2024-2025 is
21 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
22 No. 079, a copy of which is attached hereto and incorporated herein by this reference
23 as “Exhibit A.”
24

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

30 Section 3 – City Council hereby directs the City Manager, or designee, to cause
31 the appropriate accounting entries to be made in the books and records of the City.
32

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

35
36 Passed at meeting: _____

37
38 _____
39 Mayor

40
41 Attest: _____, City Clerk

42
43 Filed as Ordinance: _____

44
45
46 Approved as to form: Laura Vales, Assistant City Attorney

47
48
49 Approved for Council action: [Signature], City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
079

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22110	03	10010	414110	000000	00000	190,189.28	BDS - Fire Escrow Fund payouts
22620	10	15080	414070	000000	00000	3,672.81	FIRE - Donation
25070	10	15010	414100	000000	00000	48.00	FIRE - Training
25060	18	90130	414110	000000	00000	2,382.80	Police Special Revenue Fund- Sale of brass
25060	18	97580	414110	000000	00000	2,724.03	Police Special Revenue Fund- Sale of brass
25060	18	97580	414100	000000	00000	2,626.40	Police Special Revenue Fund- Sale of brass
25060	18	97580	414100	000000	00000	1,948.05	Police Special Revenue Fund- Sale of brass
47110	08	35020	410020	000000	00000	106.88	ES - Interest Earnings
Net Revenue Adjustment						203,698.25	

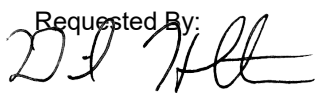
Expenditures:

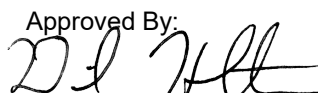
Fund	Dept	Org	Account	P&G	Location	Amount	Description
22110	03	10010	502210	000000	00000	190,189.28	BDS - Fire Escrow Fund payouts
22620	10	15080	501260	000000	00000	3,672.81	Fire - Operating Supplies
25070	10	15010	501260	000000	00000	48.00	Fire - Training
25060	18	90130	501190	000000	00000	2,382.80	Police Special Revenue Fund- Sale of brass
25060	18	97580	501190	000000	00000	2,724.03	Police Special Revenue Fund- Sale of brass
25060	18	97580	501190	000000	00000	2,626.40	Police Special Revenue Fund- Sale of brass
25060	18	97580	501190	000000	00000	1,948.05	Police Special Revenue Fund- Sale of brass
47110	08	35020	509110	101948	00000	106.88	ES - Interest Earnings
Net Expenditure Adjustment						203,698.25	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the fiscal year end 2024-25 budget for reimbursements received for various funds.

Requested By: 
Department Head 07-22-2025
Date

Approved By: 
Director of Finance 07-22-2025
Date

City Manager _____
Date

Authorization:
Council Bill No. 2025-167
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____



EXPLANATION TO COUNCIL BILL 2025-168 (LEE)

FILED: 06/26/2025

ORIGINATING DEPARTMENT: Parks

TITLE: A special ordinance amending the Park Board's Fiscal Year 2024-2025 operating budget by increasing revenues by \$450,000 and appropriating \$375,000 of Park's Fund Balance, for a total of \$825,000, to offset unanticipated expenditures of \$825,000, and increasing both revenues and associated expenses within the Golf Enterprise Fund by \$580,000, for an overall budget adjustment of \$1,405,000.

PURPOSE: Amending the Park Board's Fiscal Year 2024-2025 operating budget by increasing revenues by \$450,000 and utilization of \$375,000 in Parks Fund Balance appropriation to offset unanticipated expenditures of \$825,000 in the Parks 2001 Sales Tax Fund and Parks 2006 Sales Tax Fund and amending the Golf Fund's operating budget by increasing revenues by \$580,000 to offset associated expense items within the Golf Enterprise Fund, respectively.

BACKGROUND INFORMATION: During the fiscal year, actual revenues and expenditures can vary from the operating budget estimates developed prior to the start of the fiscal year. As a result, a budget adjustment is typically submitted to City Council to recognize these differences and adjust the Parks Budget at or near the close of each fiscal year. During the Fiscal Year 2024-2025, unanticipated expenditures are expected to exceed budgeted expenditures by \$825,000 in the Parks 2001 Sales Tax Fund and the Parks 2006 Sales Tax Fund. This amount includes an emergency repair of the Dickerson Park Zoo's Lake Road Embankment Project as well as funding expenditures for repairs and maintenance to park buildings and equipment. These repairs which were under budgeted in our Park Operations Division resulted in the budget adjustment necessary to appropriate Parks Sales Tax revenues received in excess of budget by \$450,000 and utilization of \$375,000 in Parks Fund Balance.

In addition, the Golf Fund revenues are anticipated to exceed the amount budgeted by Parks by approximately \$750,000 (rounded estimate). \$580,000 of this additional revenue will be used to offset expenditure items in the Golf Enterprise Fund, which includes the additional cost from the increase in minimum wage, as well as bank charges and inventory purchases due to increased revenues. In addition, funding is necessary within the budget for the increase in the cost of operating supplies and chemicals associated with the turf restoration project at Rivercut Golf Course as well as funding for the overall increase in the cost of repairs and maintenance at all four golf courses.

Submitted By: Jerry Mitchell, Superintendent of Parks Business Operations



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

Maurice S. Jones, Deputy City Manager 07/22/2025

- Attachments:**
1. Parks FY2025 Budget Adj_ord
 2. Exhibit A - 077 PRKS FY25 Parks Year End Budget Adjustment

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 07-22-25

Sponsored by: Lee

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025 -168

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Park Board's Fiscal Year 2024-2025 operating budget by increasing
2 revenues by \$450,000 and appropriating \$375,000 of Park's Fund
3 Balance, for a total of \$825,000, to offset unanticipated expenditures of
4 \$825,000, and increasing both revenues and associated expenses within
5 the Golf Enterprise Fund by \$580,000, for an overall budget adjustment of
6 \$1,405,000.
7 _____
8

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

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

15 WHEREAS, the Fiscal Year 2024-2025 operating budget for the Park Board
16 needs to be adjusted for reimbursements and associated offsetting expense items.
17

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

21 Section 1 – The Park Board's Budget for Fiscal Year 2024-2025 is hereby
22 amended in the accounts and in the amounts as shown on Budget Adjustment No. 077,
23 a copy of which is attached hereto and incorporated herein by this reference as “Exhibit
24 A.”
25

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

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

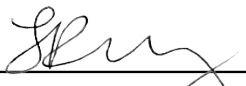
33 Section 4 – This Ordinance shall be in full force and effect from and after
34 passage.

35
36 Passed at meeting: _____

37
38 _____
39 Mayor

40
41 Attest: _____, City Clerk

42
43 Filed as Ordinance: _____

44
45
46 Approved as to form:  _____, Assistant City Attorney

47
48
49 Approved for Council action:  _____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
077

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20120	16	80020	401510	00000	00000	\$ 225,000	Parks 2001 Sales Tax Revenue
20130	16	80030	401510	00000	00000	225,000	Parks 2006 Sales Tax Revenue
57010	16	25010	412020	00000	10410	300,000	Bill and Payne Stewart Golf Course Revenues
57010	16	25010	412020	00000	10355	200,000	Rivercut Golf Course Revenues
57010	16	25010	412020	00000	10170	80,000	Horton Smith Golf Course Revenues
Net Revenue Adjustment						\$ 1,030,000	

Expenditures:

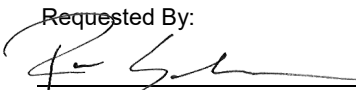
Fund	Dept	Org	Account	P&G	Location	Amount	Description
20120	16	87510	504580	000000	10099	\$131,975	Dickerson Park Zoo Other Professional Services
20120	16	80550	502710	000000	00000	53,025	Service Center Repairs and Maintenance
20120	16	80550	502740	000000	00000	100,000	Service Center Motor Vehicle Repairs
20120	16	80520	504580	000000	00000	20,000	Construction and Repairs Other Professional Services
20120	16	80520	501110	000000	00000	25,000	Construction and Repairs Building Materials
20120	16	80510	504580	000000	00000	20,000	Park Operations General Services Other Professional Services
20120	16	80510	505560	000000	00000	62,500	Park Operations General Services Water
20130	16	80510	500130	000000	00000	50,000	Park Operations Temporary Wages
20130	16	80570	501260	000000	00000	42,500	Turf Management Operating Supplies
20130	16	80570	500130	000000	00000	20,000	Turf Management Temporary Wages
20130	16	80520	501260	000000	00000	50,000	Construction and Repairs Operating Supplies
20130	16	80520	501110	000000	00000	50,000	Construction and Repairs Building Materials
20130	16	80520	501280	000000	00000	50,000	Construction and Repairs Plumbing and Electrical
20130	16	80520	504580	000000	00000	100,000	Construction and Repairs Other Professional Services
20130	16	80540	504620	000000	00000	50,000	Park Operations Second Shift Specialty Services
57010	16	25010	501130	000000	10409	50,000	Bill and Payne Stewart Golf Course-Chemical Supplies
57010	16	25010	501280	000000	10409	20,000	Bill and Payne Stewart Golf Course-Plumbing and Electrical
57010	16	25010	501130	000000	10354	100,000	Rivercut Golf Course-Chemical Supplies
57010	16	25010	501260	000000	10354	35,000	Rivercut Golf Course-Operating Supplies
57010	16	25010	502740	000000	10354	25,000	Rivercut Golf Course-Motor Vehicle Repairs
57010	16	25010	501280	000000	10354	50,000	Rivercut Golf Course-Plumbing and Electrical
57010	16	25010	508170	000000	10169	55,000	Horton Smith Golf Course-Other Equipment
57010	16	25010	501130	000000	10169	40,000	Horton Smith Golf Course-Chemical Supplies
57010	16	25010	500130	000000	10355	30,000	Rivercut Pro Shop-Temporary Wages
57010	16	25010	502080	000000	10355	25,000	Rivercut Pro Shop-Bank Charges
57010	16	25010	502080	000000	10410	30,000	Bill and Payne Stewart Pro Shop-Bank Charges
57010	16	25010	500130	000000	10410	45,000	Bill and Payne Stewart Pro Shop-Temporary Wages
57010	16	25010	507520	000000	10410	35,000	Bill and Payne Stewart Pro Shop-Inventory Purchases
57010	16	25010	500130	000000	10170	30,000	Horton Smith Pro Shop-Temporary Wages
57010	16	25010	502080	000000	10170	10,000	Horton Smith Pro Shop-Bank Charges
Net Expenditure Adjustment						\$ 1,405,000	

Fund Balance Appropriation:

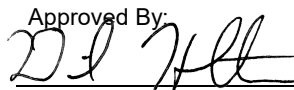
Fund		Title	Amount
20120	16	Parks 2001 Sales Tax Fund	(187,500)
20130	16	Parks 2006 Sales Tax Fund	(187,500)

Explanation: To amend the FY2024-25 budget by appropriating Parks 2001 and 2006 Sales Tax Revenue and Golf Enterprise Fund Revenue to offset unanticipated expenditures in excess of budget for the fiscal year ending June 30, 2025.

Requested By:

 07-22-2025
Department Head Date

Approved By:

 07-22-2025
Director of Finance Date

Authorization:

Council Bill No. 2025-168
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

City Council Plans and Policies Committee Recommendation

To: Springfield City Council

From: Plans and Policies Committee

Date: July 23, 2025

Subject: Recommendation for Committee Reassignment – Utility Growth Area Policy Review

Referral Overview

Original Referral Topic: Consideration of updated policies addressing utility growth areas surrounding the City of Springfield.

Date of Referral: March 10, 2025

Referred By: Councilmember Lee

Original Committee Assignment: Plans and Policies Committee

Referral Status: Accepted without objection by City Council at the March 10, 2025 meeting.

Committee Discussion and Deliberation

The referral was listed for discussion on the July 9, 2025 agenda of the Plans and Policies Committee. The agenda item was submitted as follows:

“Discuss Chair's recommendation to City Council to refer consideration of adoption of policies to provide staff guidance when considering specific utility growth areas to encourage growth in the County to the Community Involvement Committee.”

During deliberation, the committee reviewed the policy implications and cross-jurisdictional impact of the proposed utility growth policies. While the referral originated within the scope of land use and strategic planning—typically under the Plans and Policies Committee—members recognized the policy’s strong alignment with the Community Involvement Committee’s purview, especially in terms of its direct impact on:

- Economic vitality within Greene County and the region
- Opportunities for equitable development in the County’s growth corridors
- Broader community planning engagement efforts

These factors more appropriately reflect the focus areas and ongoing initiatives of the Community Involvement Committee.

Committee Action

Following discussion, Mayor Pro Tem Hardinger moved to reassign the referral to the Community Involvement Committee for further evaluation and policy development.

The motion was seconded by Councilmember Carroll and was approved without objection by the committee.

Recommendation

The Plans and Policies Committee respectfully recommends that the Springfield City Council formally reassign the referral regarding utility growth area policy development to the Community Involvement Committee.

This reassignment will ensure that the referral is evaluated through a lens that centers on community engagement, intergovernmental coordination, and strategic support for regional economic growth.

City Council Committee Referral Request Form

1. Council Member Requesting the Referral: Derek Lee

2. Referral Information

- Date of Referral: 2/25/2025 ☐ Citizen Request
- Title of Referral: Consideration of Updated Policies which address Utility Growth Areas surrounding the City of Springfield
- Description/Purpose of referral and Desired Outcome: (Provide a detailed description of the item to be referred, including background information, objectives, desired outcome, and any relevant context.) (Attachments see #5.)

Consideration of adoption of policies to provide staff guidance when considering specific utility growth areas (sewer, water, and electricity) to encourage growth in the County. This will require the Committee to consider the following: 1) Annexation Policy, 2) Sewer Extension Policy, 3) City Utilities Coordination, and 4) Specific Utility Growth Areas.

- Relates to which Adopted City Council Priority Objective: Economic Vitality and Fiscal Sustainability and Accountability
- Time Constraints or Pertinent Deadlines for review: (Provide information pertaining to any deadlines or timeframes that may affect what priority this issue is given in Committee.)

These policies should be considered as soon as practicable based on the City's ongoing annexation efforts.

☒ Request recommendation or ☐ Request Draft Ordinance for City Council to review.

3. Requested Committee for Referral:

- ☐ **Finance and Administration Committee** (Areas of Responsibility include fees and charges for City services; Economic Development; Federal and State assistance programs, supervises Internal Auditor, Monitors Internal Audit plan, makes Recommendations to Council regarding Audit findings.)
- ☒ **Plans and Policies Committee** (Areas of Responsibility include Master Planning, of all areas, Council goals and procedures; City Code revisions.)
- ☐ **Community Involvement Committee** (Areas of Responsibility include Legislative priorities, neighborhood issues, environmental issues.)
- ☐ **Public Involvement Committee** (Area of Responsibility include Recommendations for appointment to Boards and Commissions.)
- ☐ **Committee of the Whole** (Areas of Responsibility include Recommendations for appointment to Board of Public Utilities and Police Civilian Review Board or any other referred matter.)

Reason for Referral to Selected Committee: (Explain why this item should be referred to the selected City Council Committee.)

The Plans and Policies Committee's area of responsibility includes Master Planning and code revisions which may be necessary.

4. Additional Information

- **Additional Notes or Comments:** (Any additional information or special considerations regarding the referral.)

As these potential processes and procedures are considered it is imperative that all stakeholders are brought into the conversations. These stakeholders may include but are not limited to, City Utilities and Greene County.

5. Supporting Documents

- **Attachments:**
 - (Include any supporting documents or materials relevant to the item being referred. e.g., reports, data, previous meeting minutes, etc.)

For City Clerk's Office Use Only

.....

Referral Outcome

Referred: _____

Withdrawn: _____

Committee referred to: _____

Committing Meeting Dates Considerations: _____

Recommendation to City Council: _____

Council Action: _____



EXPLANATION TO COUNCIL BILL 2025-169 (LEE)

FILED: 07/11/2025

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A resolution confirming the appointment of Carol McLeod to the Downtown Springfield Community Improvement District Board of Directors.

PURPOSE: To confirm the appointment of Carol McLeod to the Downtown Springfield Community Improvement District Board of Directors.

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 appointment to the Board:

Seat	Name	Qualification	Term	Notes
6	Carol McLeod	Property Owner	12/31/2026	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 07/22/2025

Attachments: 1. Downtown Springfield CID Board Appointment July 2025

37 Approved as to form: Laura Vales, Assistant City Attorney
38

39
40 Approved for Council action: [Signature], City Manager



EXPLANATION TO COUNCIL BILL 2025-157 (HOSMER)

FILED: 07/15/2025

ORIGINATING DEPARTMENT: Fire

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a mutual aid agreement between the Brookline Fire Protection District and the City of Springfield for the purpose of providing fire protection mutual aid.

PURPOSE: To enter into an intergovernmental agreement between the City of Springfield and the Brookline Fire Protection District for the purpose of providing mutual aid.

BACKGROUND INFORMATION: The City of Springfield Fire Department and the Brookline Fire Protection District have adjoining jurisdictional boundaries, but are unable to efficiently assist one another when emergency incidents overwhelm available resources due to the absence of a formal intergovernmental agreement between departments. This reciprocal agreement provides the foundation and authorization for mutual aid to occur, and includes established standardized procedures to ensure safe and efficient emergency operations.

The provision of mutual aid is always contingent upon adequate resource availability within the department providing assistance.

Submitted By: David Pennington, Fire Chief

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

Attachments:

1. SFD-Brookline Fire Agree_ord
2. Brookline Mutual Aid Agreement_ExA
3. Brookline Mutual Aid Agreement_Ex1A

One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed: 07-08-25

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-157

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into a mutual aid
2 agreement between the Brookline Fire Protection District and the
3 City of Springfield for the purpose of providing fire protection mutual
4 aid.
5 _____
6

7 WHEREAS, the Springfield Fire Department ("SFD") and the Brookline Fire
8 Protection District ("BFPD") have adjoining jurisdictional boundaries; and
9

10 WHEREAS, under the proposed mutual aid agreement, SFD and BFPD would be
11 able to provide assistance to one another when an emergency incident overwhelms the
12 available resources of either agency; and
13

14 WHEREAS, SFD has similar mutual aid agreements for many other neighboring
15 jurisdictions, but does not currently have any agreement for mutual aid with BFPD; and
16

17 WHEREAS, the proposed agreement would establish standardized procedures
18 for the provision of mutual aid, subject to each agency's available resources.
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 Council hereby authorizes the City Manager, or designee, to
24 enter into the Operational Response of Mutual Aid between Brookline Fire Protection
25 District and City of Springfield, attached hereto and incorporated herein by reference as
26 "Exhibit 1" and the Mutually Agreed upon Procedures between Brookline Fire Protection
27 District and Springfield Fire Department, attached hereto and incorporated herein by
28 reference as "Exhibit 1A."
29

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

33 Passed at meeting: _____

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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

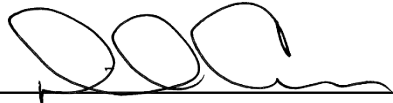
Approved for Council action:  _____, City Manager

EXHIBIT A

OPERATIONAL RESPONSE OF MUTUAL AID
Between
Brookline Fire Protection District
and
City of Springfield

PURPOSE

This document is to serve as the operational plan to facilitate Mutual Aid between the Brookline Fire Protection District and Springfield Fire Department. This plan will include the following items:

1. General provisions
2. Areas of response
3. Guidelines governing responses
4. Types of response
5. Communications/dispatch
6. Resource availability
7. Jurisdictional responsibility
8. Joint training
9. Scene operations

1. General Provisions

1.1 It is recognized that the interest herein are mutual and the contract is entered into for the common good of the general public of the parties hereto, and for a strictly governmental purpose.

1.2 It is understood that no party to this agreement by the execution of said agreement or by the providing of assistance under this agreement has assumed any binding legal responsibility to provide the resources, equipment, facilities, or personnel of such responding jurisdiction outside its geographic area of jurisdiction, by virtue of the mutual aid response provisions of this agreement except as provided herein or as may have been previously agreed upon by the parties through written agreement or policy adoption. This agreement is intended as a supplement to any other such written agreement or policy and is not intended to replace or terminate such other agreements or policies.

1.3 It is understood that each party, in consideration of this agreement to provide assistance, does waive any and all claims against each other party hereto for damages or compensation for any loss, damage, personal injury, death, or any other matter occurring as a consequence of performance under this agreement.

1.4 Both parties signing this agreement agree to keep and maintain in full force and effect workers compensation insurance.

1.5 The jurisdictions receiving aid shall not be responsible for providing any insurance coverage's for the responding jurisdiction or their personnel.

1.6 It is understood that no parties to this agreement shall be under any obligation to reimburse the other party for any costs or services incurred pursuant to rendering of or acceptance of equipment or staffing under the terms of this agreement. The responsible jurisdiction shall reimburse the responding jurisdiction providing assistance for consumables utilized at the incidents.

In the event other funding sources of a qualified event provide said funding for reimbursement of services provided for the mitigation of the event to the responsible agency, the party rendering aid, services, consumables or equipment shall be entitled to the amount of reimbursement as dictated by the declaration of Federal Disaster, spiller pay, SARA Title III events, or other laws/agreements.

1.7 Each agency shall be responsible for adequately equipping and training all personnel responding under this agreement. All responding personnel shall be duly certified by such agency to provide the level of emergency services commensurate with the rank and duties assigned to such personnel by the responding agency. The responsible agency shall have no liability for the failure of any equipment supplied by a responding agency nor the failure of any personnel to properly use such equipment in accordance with standard emergency response practices.

1.8 This Mutual Aid Agreement shall commence upon signature of all parties and continue in force until terminated by formal act of the parties to this agreement, and, if terminated by one or both parties, thirty (30) days notice in writing of intention to terminate shall be given to all parties involved.

1.9 Nothing in this agreement shall limit the ability of any or all of the parties from agreeing to participate in more specific contracts for services, or mutual assistance; nor shall this prohibit any party from providing assistance to another jurisdiction that is not a party to this agreement.

1.10 Definitions

Accountability system:

Accountability System will provide enhanced personnel safety for the individual firefighter and will provide the incident command organization staff an improved means to track and account for all personnel and their whereabouts within the danger area.

Agency:

The division of a jurisdiction that provides emergency response to fires, rescues, and medical emergencies, among other services.

Automatic Mutual aid:

Is a type of mutual aid occurring in the area designated as the dual response area and involves the initial dispatch of both the responsible agency and the responding agency to the same incident.

Consumables:

Disposable items such as firefighting foam, latex gloves and hazardous material dike and damming materials that may not be re-used on subsequent events.

Dual response area:

The area in which both agencies will be dispatched under the conditions set forth in this Mutual Aid Agreement.

Engine:

An apparatus consisting of a crew of at least three trained personnel that carries hose, has a water tank of at least 400 gallons and a fire pump with at least 1,000 GPM capability that is designed to put water on the fire. This may include a quint if it normally performs engine functions and meets the requirements above.

Evacuation signal:

A universal notification signal used on an emergency scene to call for immediate evacuation of the structure because of the determination of unsafe working conditions.

Incident Command System:

An accepted standard of span and control evolving from the National Incident Management System (NIMS), to effectively and efficiently control and mitigate emergencies.

Truck:

An apparatus consisting of a crew of at least three trained personnel that carries a full complement of ground ladders, has an aerial device that is at least 65' in height, and the standard equipment to provide truck company functions. This may include a quint that normally performs truck company operations and meets the requirements above. These vehicles are also known as Ladders.

Mayday:

The term used by a lost, trapped, or injured firefighter, or any personnel reporting the knowledge of a lost, trapped, or injured firefighter or when a firefighter is experiencing a malfunctioning SCBA when operating within a hazardous atmosphere.

Mutual Aid:

Aid that is intended to occur within any area of another jurisdiction and involves the dispatch of the responding agency upon the request of the responsible agency.

Responding agency:

The agency responding to an incident within the jurisdiction of the responsible agency for the purpose of assisting the responsible agency in a manner to be determined by the responsible agency.

Responsible agency:

Is the agency responsible for providing fire and/or emergency services where the incident is located.

Run Card:

A computer-aided dispatch database that lists the order that stations will be dispatched for incidents within a geographic area.

Water Tender:

An apparatus with at least one trained personnel that is designed to haul water to the scene, has a minimum tank capacity of at least 1,500 gallons and the capability to quickly offload the water. In this area, these vehicles are often known as Tankers.

2. Areas of Response

2.1.1 The responding agency will provide mutual aid to all areas within the responsible agency's jurisdiction as otherwise provided in this agreement.

3. Guidelines Governing Responses

3.1 This agreement covers emergency and non-emergency responses required to ensure safe and efficient operations to support the mission of the agencies, including the backfilling of stations.

3.2 The responsible agency agrees not to call for assistance unless it is necessary for the safe and efficient operations of the agency.

3.3 The Fire Chief, or the designated representative, of the responding agency shall be the sole judge of how much assistance can be furnished under the circumstances of each particular case. It is agreed that the participating agencies shall not be liable in any way to the other, or its inhabitants or any other person, firm or corporation for failure to give assistance.

3.4 The responding agency shall be released by the responsible agency when, in the judgment of the incident commander, the services of the responding agency are no longer needed. Provided however, it is mutually recognized that each party hereto owes its primary allegiance and service to its own citizens. Therefore, the responding agency may be recalled by its Fire Chief or the designated representative, if in that officer's opinion, a need exists for the responding agency to render services within its normal service area.

4. Types of Response

4.1 The agencies will mutually agree upon the types of equipment, levels of staffing, and the types of assistance that will be provided.

4.2 During periods of extreme emergencies, the participating agencies may provide one piece of fire apparatus for emergency response or to fill a station for the other for a limited period of time, provided sufficient resources are available in the responding jurisdiction.

5. Communications/Dispatch

5.1 Reports of emergencies shall be directed to the jurisdictional dispatch center.

5.2 Plain talk without 10 Codes or special codes shall be used at all incidents.

5.3 Participating agencies will utilize a mutually agreed upon radio interoperability communications plan.

5.4 All resources should be ordered on the command channel through the Communication Center at jurisdiction dispatch.

6. Resource Availability

6.1 Neither agency, acting as a responding agency is obligated to send resources to an incident if it depletes resources below an acceptable level as determined by that agency at the time of request. Upon requests for mutual aid assistance, the responding agency will send equipment, personnel, and other resources to any area within the requestor's jurisdiction, provided however, that response is to be given only when the responding agency, in the judgment of the Fire Chief or the designated representative, can reasonably furnish such assistance without imperiling the safety of the citizens served by the agency.

7. Jurisdictional Responsibility

7.1 When both agencies are responding to an emergency along a common border, and jurisdictional responsibility has been identified by first arriving units, the agency providing aid in accord with this agreement shall work under the direction of the responsible agency.

7.2 It is understood and agreed that the responding agency shall operate under the direction of command or other authorized person in control of emergency operations for the agency receiving aid. It is agreed to that both agencies will operate under standard Incident Command System guidelines including an accountability system, communication, and requesting assistance or resources.

7.3 It is also understood that in the event an emergency occurs along the border between the two agencies, the Emergency Communications Center (ECC) will use its best judgment in determining the proper jurisdiction and then dispatch that jurisdiction to the incident. If additional information is received by the ECC that the incident is actually in the other jurisdiction, the other agency will be dispatched and notified of the other's status. The responsible jurisdiction can determine whether to respond or have the originally dispatched agency handle the situation. In instances where no additional information is received by the ECC and the responding agency determines it is in the other agency's jurisdiction, they will notify the other jurisdiction who can determine whether to respond or have the originally dispatched agency handle the situation. The goal of this section is to reduce the duplication of resources responding to an incident over concern about jurisdictional boundaries.

8. Scene Operations

8.1 Upon determining the agency responsible for the incident and the resource needs for the incident, the agency responsible may recall or suspend the responding agency assistance response.

8.2 The agencies will utilize a mutually agreed upon emergency evacuation signal.

8.3 The agencies will comply with the 2 in/2 out standard for conducting firefighter operations through the use of a rapid intervention team when required.

8.4 The agencies will utilize a mutually agreed upon Mayday procedure.

8.5 The agencies will utilize an accountability system to track personnel.

9. Mutually Agreed Upon Procedures

9.1 Both parties agree to comply with all Mutually Agreed Upon Procedures promulgated jointly by the Fire Chiefs of each respective party to address the activities

under this Agreement. The initial procedures approved by the Fire Chiefs is attached for reference as Exhibit 1A. The Fire Chiefs shall modify such Procedures in writing as deemed necessary throughout the term of this agreement.

10. Implementation

10.1.1 Agencies will conduct at least one joint training exercise prior to a mutual aid response to either jurisdiction. In the event that minimum training objectives are not met, a second joint training exercise will be conducted. If minimum training objectives are not met during the second joint training exercise, the implementation of response and mutual aid will be suspended until objectives are satisfactorily met.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Brookline Fire Protection District:

City of Springfield Missouri:

By: _____

By: _____

Date: _____

Date: _____

Approved as to form:

City Attorney, City of Springfield

EXHIBIT 1A

MUTUALLY AGREED UPON PROCEDURES

Between Brookline Fire Protection District and Springfield Fire Department

Responses:

When mutual aid is requested, the responding department will notify the responsible department of the type of apparatus and the staffing on the unit.

A fire unit other than an engine may be sent in place of an engine as per standard practice for that type of emergency.

A Chief Officer may respond with the initial company as determined by the responding agency.

Personal vehicles will not be used for the purpose of providing emergency assistance to the requestor's jurisdiction.

During extreme emergencies, the responsible agency may request a unit to provide for emergency incident response or fire station backfill to protect the jurisdiction, provided adequate resources exist in the responding agency.

Training:

Each party must conduct at least four (4) training exercises per calendar year. At least one of these training exercises shall include operations of a trapped firefighter (Mayday). Joint training exercises are encouraged but not required.

Interoperability Communications Plan:

Each agency will be dispatched on their normal dispatch channel. The responsible agency will conduct incident operations on the assigned operations channel. The first arriving unit will give a size-up of the incident on the assigned operations channel. Responding agencies will be assigned to the same operations channel by the Communications Center. If determined necessary, the Incident Commander may alter the communications plan during an incident after notifying all responding agencies.

When contacting another unit, the unit that is being contacted should be identified first and the calling unit should be identified second. This is commonly known as the "hey you, it's me" method. For example, "Tower 2, this is Engine 2".

Responsible agencies will use their normal call signs throughout the incident. Responding agencies will precede their normal call signs with their jurisdiction name. For example, if Springfield responds into Brookline's district, and Springfield's Engine 8 would like to contact the Fire Chief of Brookline, they would say, "Brookline Chief 1, this is Springfield Engine 8". This includes when they communicate with their own units. For example, "Springfield Engine 8, this is Springfield Battalion 8".

Emergency Evacuation Signal:

Each agency shall use an emergency evacuation signal of three 5 second blast using fire apparatus air horns and

the communications center will be directed to provide a "warble" tone and make an evacuation notification over the dispatch and operations channels.

An accountability check will be conducted of all personnel once evacuation has occurred.

Mayday Procedure:

When a mayday is called, the Incident Commander should transmit on the assigned OPS channel, "All companies on [name] incident, this is [name] command. A May-Day has been transmitted. All companies hold non-emergency traffic". Fire Dispatch should be notified that a "May-Day" has been transmitted.

The IC will communicate directly on the OPS channel with the company or member calling the May-Day to determine "WWW":

- a. Who is calling the May-Day?
- b. Where are they located?
- c. What is their condition or need?

An accountability check will be conducted to account for all personnel.

Said provisions may be subject to change by written mutual agreement of the Fire Chief of each agency.

Brookline Fire Protection District:

Springfield Fire Department:

James T. Kilburn, Fire Chief

David A. Pennington, Fire Chief



EXPLANATION TO COUNCIL BILL 2025-159 (MCGULL)

FILED: 07/15/2025

ORIGINATING DEPARTMENT: Police

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into an Intergovernmental Agreement with the Board of Governors of Missouri State University for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

PURPOSE: To authorize the City Manager, or designee, to enter into an agreement with the Board of Governors of Missouri State University for the purpose of continuing to provide policing services within and around the Missouri State University campus.

BACKGROUND INFORMATION: For 30 years, the City of Springfield has partnered with Missouri State University ("MSU") to staff a Springfield Police Department ("SPD") substation on the MSU campus to promote public safety, prevent crime and to foster the coordination of policing-related services in order to enhance the quality of life in and around the expanded MSU campus. This agreement is an annual renewal of that partnership, designed to meet the evolving needs of the SPD Substation located at MSU and the community it serves.

Submitted By: Paul Williams, Police Chief

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

Attachments:

1. MSU Substation 2025-2026 ordinance
2. Exhibit A - INTERGOVERNMENTAL AGREEMENT

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 07-08-25

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2025-159

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into an Intergovernmental
2 Agreement with the Board of Governors of Missouri State
3 University for the purpose of continuing to provide enhanced law
4 enforcement services within and around the Missouri State
5 University campus.
6 _____
7

8 WHEREAS, the need exists to staff a police substation on the campus of
9 Missouri State University ("MSU") on a continuous basis to promote public safety,
10 prevent crime and enhance the quality of life in and around the expanding MSU
11 campus; and
12

13 WHEREAS, the City of Springfield, Missouri, ("City") and MSU have worked
14 together for over 25 years in a partnership to meet that need by locating a substation of
15 the Springfield Police Department ("SPD") on the MSU campus; and
16

17 WHEREAS, the City and MSU wish to continue working together to provide a
18 safe community in and around the MSU campus by renewing the Intergovernmental
19 Agreement Regarding Law Enforcement Services ("IGA") for a police substation on the
20 MSU campus; and
21

22 WHEREAS, this IGA outlines the terms for the continued operation of the SPD
23 substation on the MSU campus.
24

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

28 Section 1 – The City Manager, or designee, is hereby authorized to enter into an
29 Intergovernmental Agreement with the Board of Governors of Missouri State University
30 to continue providing enhanced law enforcement services, said agreement to be
31 substantially in the form and content as that document attached hereto and incorporated
32 herein by reference as "Exhibit A."
33

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

36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

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

47
48
49 Approved for Council action:  _____, City Manager
50

Exhibit A

ROUTING	(1) ORIGINATING DEPARTMENT	(2) MISSOURI STATE UNIVERSITY	(3) FINANCE DEPARTMENT
ORDER	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE JULY 1, 2025	TERMINATION DATE JUNE 30, 2026	CONTRACT NUMBER:	
☐ NEW CONTRACT ☒ RENEWAL OF CONTRACT No. _____			
CITY		BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY	
CITY OF SPRINGFIELD 840 BOONVILLE, PO Box 8368 SPRINGFIELD, MO 65802 PHONE (417) 836-7612 FAX (417) 836-4663 ATTN: SGT. JOSH STEELE DEPT: MISSOURI STATE UNIV. POLICE SUBSTATION		BOARD OF GOVERNORS MISSOURI STATE UNIVERSITY 901 SOUTH NATIONAL SPRINGFIELD, MO 65897 PHONE (417) 836-4590 FAX (417) 836-7669 ATTN: VICE PRESIDENT- ADMINISTRATIVE SERVICES	

**INTERGOVERNMENTAL AGREEMENT REGARDING
LAW ENFORCEMENT SERVICES**

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by the parties identified above.

WHEREAS, the City of Springfield, Missouri ("City"), a municipal corporation organized and operating under the Constitution and Laws of the State of Missouri and the Springfield City Charter, and the Board of Governors ("Board") of Missouri State University, a university organized and operating under the Constitution and Laws of the State of Missouri, are mutually desirous of revising, renewing, and extending the period of the preexisting intergovernmental agreement for providing police services within and around the immediate campus area of Missouri State University ("MSU"); and

WHEREAS, the City and the Board are resolved that an agreement providing for enhanced law enforcement services within and around the campus of MSU will be of mutual benefit to the parties to this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS HEREIN STATED, THE CITY AND THE BOARD HEREBY ENTER INTO THE FOLLOWING AGREEMENT REGARDING LAW ENFORCEMENT SERVICES TO BE PROVIDED WITHIN AND AROUND THE CAMPUS OF MSU:

A. STAFFING OF THE POLICE SUBSTATION

1. The Board agrees to provide, at its expense, a facility deemed suitable by the City for a police substation, to be located on the MSU campus as defined in Section B.1. of this agreement.

2. The City agrees to staff the police substation located on the MSU campus as promised herein. The Springfield Police Department expressly reserves and retains the right to direct and supervise all police personnel assigned to the police substation at all times this agreement is in effect. If requested, the Board agrees to provide approximately 2 hours per week of clerical assistance for the substation operation. The City will provide personnel and equipment for the purpose of staffing the police substation in accordance with the following schedule:

a. The City agrees to staff the MSU substation with ten (10) full-time police officers. The minimum staffing of the MSU substation shall not fall below eight (8) full-time police officers, unless officers are reassigned pursuant to Section B, Paragraph 5 below. Those ten (10) police officers shall consist of: eight (8) police officers, one (1) police sergeant, and one (1) police corporal. In the event that the staffing is reduced to eight (8) full-time police officers, the officers shall consist of: seven (7) police officers, one (1) police sergeant or acting sergeant. The City agrees to provide 24-hour, 7-days per week police services on the campus. This will be accomplished through the assigned staff and the use of overtime. At the request of MSU, one (1) additional police officer may be added to bring the MSU substation to eleven (11) full-time police officers to reduce the overtime cost, provided sufficient notice is given to the Springfield Police Department to allow for the inclusion of the additional position into the recruit academy.

b. The division of costs for the ten (10) police officers provided to MSU under the terms of this agreement shall be that MSU fund 80% and the City fund 20% of the combined total of the salaries of the ten full-time officers assigned to the substation. The term "salaries" as used in this paragraph shall include: the officers' base salary and benefits. Should the parties agree in writing to increase the staffing of the substation to more than ten (10) officers, MSU shall be responsible for the entire salary of any additional officer assigned to the substation. If the staffing shall fall below ten (10) police officers pursuant to Section B, Paragraph 6 below for a period in excess of fourteen (14) days, MSU shall only be responsible for 80% of the total salaries of the remaining officers. (See Exhibit B attached hereto and incorporated herein by reference.)

c. Officers of the MSU substation who participate in special safety and enforcement projects agreed to between MSU safety and security staff and the Police MSU Substation Supervisor within and around the campus of MSU will be compensated at the guaranteed rate of time and one-half (money or compensatory time) for the actual time during which the officer is engaged in the performance of the special project. The cost of such compensation shall be reimbursed by the Board. Assignment of officers to such MSU special safety or enforcement projects is at the discretion of the Police MSU Substation Supervisor.

d. FISCAL YEARS SUBSEQUENT TO FY 13-14

(1) The parties may reassess the staffing needs for the police substation on an annual basis, or more frequently if either party deems it necessary to do so.

(2) The parties agree that the staffing levels designated in paragraph A.2.a will be continued for so long as this agreement is in effect, provided the staffing levels are not adjusted or revised in accordance with the terms and conditions of this agreement.

e. The City agrees to require all officers working on the MSU campus to attend MSU's Campus Security Authority training in compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act). In addition, the City agrees to notify MSU of incidents being investigated by the SPD that pose an imminent or impending threat to the campus. The notification will be made in a timely manner that allows MSU to notify the campus community to take protective actions as required in the Clery Act.

3. The City agrees to designate one (1) substation officer to participate in the University's Behavioral Intervention Team (BIT) meeting, occurring weekly on Wednesdays at 10:00 a.m. in room 415 of Plaster Student Union, and as may be otherwise modified from time to time. Such dedicated officer shall liaison with the University's BIT at no additional cost to the University and consistent to the University's obligations under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR § 99 et seq. ("FERPA").

B. LAW ENFORCEMENT SERVICES TO BE PROVIDED BY THE CITY

1. The parties agree and understand that the primary purpose of the police substation is to bring the police and the campus community together in a unified effort to: (1) enhance public safety, (2) prevent crime, and (3) to make this, as a neighborhood, a better place to live. The parties therefore commit to exercise their best efforts to cooperate and communicate regarding matters of obvious concern. Recognizing the University may have helpful information, both parties are committed to open communication and, as appropriate, exchange of information. Nothing in this paragraph should be construed to require the divulgence of confidential or privileged information. The objective will be to create positive interaction and to establish a partnership between police and the campus community as defined in this section in the process of problem identification and problem resolution. MSU authorizes City of Springfield to enforce City of Springfield ordinances as well as state law on the campus.

a. The MSU campus is identified and delineated in the map, Exhibit A, and incorporated herein by reference. The MSU campus is generally described as two adjoining sections with the first area bounded by one block east of National Avenue on the east; Loren Street on the south; Kimbrough Avenue to the west; and St. Louis Street on the north; with the second area bounded by Benton Avenue/Kimbrough Avenue on the east; Walnut Street on the south; Main Avenue on the west and Tampa Street on the north. In addition, it is agreed that SPD officers assigned to the MSU Police Substation will routinely patrol and provide police services to all other satellite facilities owned or leased by MSU within the corporate city limits of the city of Springfield.

b. In addition to the defined area just described, the term "in and around the MSU campus area" shall include the perimeter streets, and shall also include all recognized Greek fraternity and sorority houses, without regard to their location, whether inside or outside the defined area.

2. Springfield police officers assigned to the police substation will work flexible shifts in accordance with the calls for service and crime-problem identification demands, based upon a 40 hour work week for each officer assigned.
3. The Springfield Police Department will assign an extra officer to the substation when requested, on designated Friday and Saturday nights, such as at the beginning and end of the school year, as determined by the substation supervisor.
4. Springfield police officers assigned to the police substation will provide a visible police presence to the MSU campus area.
5. The Springfield Police Department will investigate all accidents involving MSU and Bearline vehicles within the City of Springfield or on MSU property when requested.
6. The parties expressly agree and stipulate that, notwithstanding any other provision of this agreement to the contrary, the Springfield Police Department reserves and retains the right to temporarily reassign police officers assigned to the police substation to other duties in the following situations:
 - a. Emergency situations. In cases of emergency, or extraordinary needs for service in other locations the Springfield Police Department reserves and retains the right to utilize those officers assigned to the MSU substation as needed, for the duration of the emergency, including below the minimum staffing noted in Section A.2.A, if needed.
 - b. Staffing shortage reassignment. Staffing shortage reassignment shall mean reassignment of up to two (2) of the ten (10) police officer positions to a location other than the MSU substation on a full-time basis. In the event of reassignment, the City expressly agrees to restore the staffing of the police substation to the levels set out in Section A of this agreement as soon as possible in light of existing circumstances. Any reassignment will adhere to the minimum staffing levels agreed to in Section A.2.A.
 - c. Temporary reassignment. Temporary reassignment shall mean reassignment of MSU substation police officer positions to a location other than the MSU substation which reduces the MSU substation staffing below eight (8) positions on a full-time basis. Temporary reassignment may only be done by mutual agreement and for a specified amount of time.
7. The parties agree and understand that police officers assigned to the police substation will on occasion be absent from their duties as a result of illness, vacation leave, personal leave, funeral leave, compensatory time, training time, court appearances, military leave, and other similar causes of absence. In such cases the existing workload will be assumed by other members of the police substation staff. In the event an absence of any officer assigned to the police substation exceeds fourteen (14) days, the City will review the staffing needs of the police substation and will assign such additional personnel as may be necessary to the effective functioning of the unit depending upon availability of personnel.
8. The parties agree and understand that assignment to the MSU Substation will not penalize assigned employees and will not in any way threaten employment rights, promotional opportunities, training opportunities, or fringe benefits.
9. The Chief of the Springfield Police Department and the MSU President, or their designees, shall be responsible for developing all necessary procedures for the coordination of services between the two agencies.
10. The substation will maintain records which are available to the President (or his designee) to include but not limited to:
 - a. Substation payroll records.
 - b. Time sheet and detailed billing information sufficient for invoice reconciliation.
 - c. Work schedule of substation officers.
 - d. Calls For Service data within the designated substation area as defined by this contract.
 - e. Appropriate crime statistic information sufficient for Federal Clery reporting.
 - f. Provide information consistent with legal restrictions from police reports.
 - g. Equipment purchase orders.

h. Data by city service center.

C. RESPONSIBILITIES OF THE BOARD OF GOVERNORS

1. The Board agrees to provide and maintain a facility mutually deemed suitable by the City and the Board for a police substation, to be located in the MSU campus area as defined in Section B.1. of this agreement. The Board agrees to bear sole responsibility for the cost of operating and maintaining such facility for so long as this agreement is in effect.
2. The Board agrees to pay for services provided by the City in a total amount not to exceed One Million One Hundred Forty-Four Thousand Seven Hundred Ninety-Four Dollars and Twenty Cents (\$1,144,794.20) based on the cost projections set forth in Exhibit B and C attached hereto and incorporated herein by reference.
3. The Board agrees to pay the cost of the overtime, uniform allowance, equipment depreciation, transportation, software and training costs of all full-time officers assigned to the substation based on the cost projections set forth in the attached Exhibits B and C, attached hereto and incorporated herein by reference.
4. The City will bill the Board on a monthly basis for law enforcement services provided pursuant to this agreement. The Board shall remit to the city, money owed to the City under the terms of this agreement, on or before thirty (30) days after the date of the invoice, unless there is a dispute regarding the amount of the invoice in which case the parties agree to meet and discuss in good faith the invoice amount.
5. The Board agrees to provide an e-bicycle for each substation officer. The e-bicycle will meet the Springfield Police Department's specifications and will be replaced on a three-year cycle.

D. OTHER TERMS AND CONDITIONS

1. Conflicts. No salaried officer or employee of the City, and no member of the City Council or the Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void.
2. Liability. The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to all actions of its police officers undertaken on the MSU campus. The Board hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. Nothing herein shall be construed to waive any sovereign, official or governmental immunity applicable to either party, its board or council members, officers or employees.
3. Notices. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to the Springfield City Manager, 840 Boonville, Springfield, Missouri 65802, and to the Board of Governors, Missouri State University, 901 South National, Springfield, Missouri 65897. The date of delivery of any notice shall be the date falling on the second full day after the date of its mailing.
4. Jurisdiction. This agreement and every question arising thereunder shall be construed and determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
5. Termination of Agreement. Either party shall have the right to terminate this agreement upon giving written notice of intent to terminate to the other party at least 180 days prior to the date of termination.
6. Failure of Appropriations and Cancellation of Agreement. The parties mutually agree and understand that continuation of this agreement is subject to annual budget appropriations. Subject to the requirements of Section D.5., should the Springfield City Council or the Board fail to appropriate funds to continue staffing of the police substation, this agreement may be terminated by either party as of the last date upon which appropriated funds are available to either or both parties for continuation of staffing under the agreement.
7. Nondiscrimination. The parties agree not to discriminate on the basis of age, sex, religion, disability, race, national origin, ancestry, veteran status, sexual orientation, gender identity, or color, in employment, accommodation or provision of services in carrying out the terms and provisions of this agreement.
8. Term of the Agreement. Subject to all of the foregoing terms and conditions, the term of this Agreement shall be from July 1, 2025 through June 30, 2026. Thereafter, the parties may annually renew the Agreement for successive periods under such terms and conditions as may be agreed to at that time. Each addendum or renewal of the Agreement shall be in written form, executed by the Springfield City Manager and the President for MSU, on such terms and conditions as may be agreed

to by the City Manager and the President for MSU. Should the term of this contract end without a renewal being timely enacted, parties shall continue to follow these contract terms on a month-to-month basis until such time a new contract can be executed or one of the parties terminates the contract pursuant to Paragraph D.5 above.

9. **Compliance with all laws.** The parties agree to abide and follow all federal, state, and local laws in performing the duties set forth in this contract including, without limitation, Mo. Rev. Stat § 173.2050, which requires the parties to establish and follow certain policies and protocols regarding sexual assault, domestic violence, dating violence, and stalking involving Students and other members of MSU's campus community. Said policies and protocols are shown in Exhibit D, which is attached hereto and incorporated herein by reference.

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

APPROVED AS TO FORM

The Board of Governors of Missouri State University

By: _____
Attorney for Board of Governors

By: _____
President of the University or designee

APPROVED AS TO FORM

The City of Springfield, Missouri

By: _____
City Attorney or designee

By: _____
City Manager or designee

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or his designee

EXHIBIT A MSU CAMPUS MAP

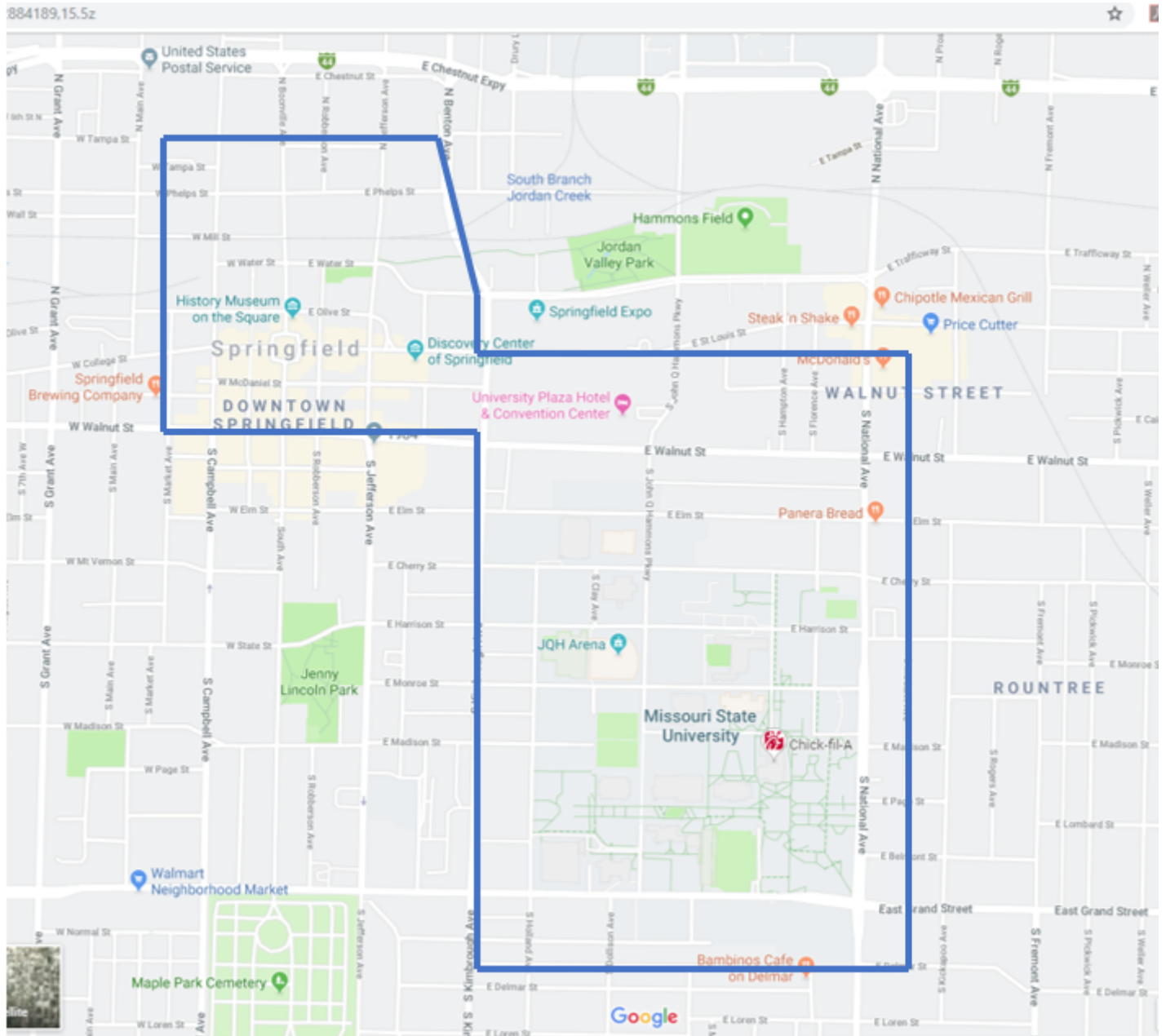


EXHIBIT B
Cost of MSU Substation Account
FY 2025-2026

	Totals
SALARIES / BENEFITS*	
Sergeant (1), Corporal (1), and Officers (8)	
MSU Cost – 80% of Total Cost _____	\$973,484
OVERTIME _____	\$106,553.00
Subtotal: _____	\$1,080,037.00
OVERHEAD:	
UNIFORM ALLOWANCE (10 Officers) _____	\$14,500.00
TRAINING COST _____	\$4,400.00
TRANSPORTATION AND SOFTWARE COST ** _____	\$45,857.20
Subtotal: _____	\$64,757.20
Total Contract Amount _____	\$1,144,794.20

* Salary information is calculated at actual officer's salaries and top step for vacant positions and includes longevity pay, education incentive, pension contribution, Medicare, workers' comp, etc.
Salaries and Benefits above is 80% of cost.

** (See Exhibit C)

EXHIBIT C
MSU Substation Transportation, Equipment and Software Cost
FY 2025-2026

Transportation

	2025 (2501)	2021 (2158)	2017 (2720)	2016 (2111)
	Ford Interceptor	Ford Interceptor	Ford Explorer	Ford Explorer
Purchase cost	78,607.58	48,017.43	\$48,048	\$38,350.00
7 Year Depreciation	11,229.65	6,859.63	Fully Depreciated	Fully Depreciated

Annual Depreciation for two (2) vehicle	\$18,089.28
Fuel Cost **	\$2,902.14
Maintenance and Repair Cost **	\$17,404.68
Vehicle Subtotal	\$38,396.10

Equipment

Ten (10) Body Worn Cameras

	10 Body Worn Cameras
Purchase Cost Per Camera	\$2,551.57
5 Year Depreciation (Year 5 of 5)	\$510.31
Annual Depreciation for (10) Body Worn Cameras	\$5,103.10
Body Worn Camera Subtotal	\$5,103.10

Note: Five (5) e-Bikes are fully depreciated.

Software

Ten (10) Office 365 annual software license fees	\$235.80 each
Software Subtotal	\$2,358.00

Total Annual Transportation, Equipment and Software Cost	\$45,857.20
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* Cost of the vehicle with standard law enforcement, including mobile data terminal and emergency equipment. All equipment will be maintained in good working order.

**Figure based on actual and averages for FY25 (July 2024-June 2025). Figures from Fleet Administrator.

EXHIBIT D
Policies and Protocols Regarding
Sexual Assault, Domestic Violence, Dating Violence, and Stalking

Consistent with the provisions of Title IX of the Education Amendments of 1972, 20 U.S.C.A. § 1681, *et seq.* ("Title IX"), and the Violence Against Women Act ("VAWA"), MSU will investigate all reports of sexual assault, domestic violence, dating violence and stalking that are brought to MSU's attention, regardless as to where the conduct is alleged to occur, which involve member(s) of the MSU campus community. (Note: Such reports will be investigated by MSU regardless as to where the conduct is alleged to have occurred, in that MSU is obligated to determine whether the alleged conduct occurred in the context of an educational program or activity, or has continuing effects on the MSU campus or in an off-campus educational program or activity.)

Consistent with the requirements of Title IX and VAWA, and the directives of the Department of Education's Office for Civil Rights ("OCR"), MSU will honor the wishes of a complainant/victim as to whether to notify the Springfield Police Department of an incident of alleged sexual assault, domestic violence, dating violence and or stalking. The reporting of any such offense will be the choice and the responsibility of the complainant/victim. Notwithstanding the foregoing, nothing in this Exhibit D shall be construed so as to preclude the Springfield Police Department from investigating any and all allegations of criminal activity – including allegations of sexual assault, domestic violence, dating violence, or stalking – that are reported to the Springfield Police Department or otherwise come to the attention of the Springfield Police Department.

Subject to its obligations under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR § 99 *et seq.* ("FERPA"), MSU will cooperate with the Springfield Police Department, in terms of any law enforcement investigation of sexual assault, domestic violence, dating violence and or stalking involving members of the MSU campus community, if authorized by the complainant/victim or pursuant to a lawfully issued search warrant, subpoena, or court order. The Springfield Police Department agrees to use best efforts to communicate with MSU regarding investigations or reports of sexual assault, domestic violence, dating violence and or stalking involving members of MSU's campus community, provided that such communication, in the reasonable estimation of the Springfield Police Department or the Greene County Prosecuting Attorney, will not jeopardize the integrity of an investigation, or subsequent prosecution, of sexual assault, domestic violence, dating violence and or stalking.

Depending on the facts and circumstances of an individual case, one or both parties may have jurisdiction to investigation incident of sexual assault, domestic violence, dating violence and or stalking involving members of the MSU campus community. The term jurisdiction, as used herein, means that MSU shall have jurisdiction to conduct investigations consistent with its Title IX/VAWA obligations and its educational interests, whereas SPD shall have jurisdiction to conduct investigations from a law enforcement/criminal perspective. Both parties understand and agree that such investigations are independent and may happen simultaneously, and agree to provide one another with as much courtesy and communication as may be possible, given the facts and circumstances of the individual case.

The parties acknowledge and agree that this Exhibit D is intended fully conform to the requirements of Mo. Rev. Stats. § 173.2050. The parties further acknowledge that, pursuant to Mo. Rev. Stat. § 173.2050.3, the Missouri Department of Public Safety has been charged with promulgating rules and regulations by August 28, 2016, to facilitate the implementation of the requirements of Mo. Rev. Stat. § 173.2050. Thus, the parties agree to evaluate any and all such promulgating rules and regulations, and to work together in good faith to modify their collaborative practices and, as necessary, this Exhibit D, to ensure continued legal compliance.