



# Agenda City Council Meeting

City Council Chambers  
Historic City Hall, 830 Boonville

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**Robert Stephens, Mayor**

**Zone Councilmembers**

Phyllis Ferguson, Zone 1  
Justin Bumett, Zone 2  
Mike Schilling, Zone 3  
Craig Fishel, Zone 4

**General Councilmembers**

Jan Fisk, General A  
Craig Hosmer, General B  
Kristi S. Fulnecky, General C  
Ken McClure, General D

## **Upcoming Council Meeting Agenda April 4, 2016 - 6:30 p.m.**

**Speakers must sign up with the City Clerk to speak to an issue on the agenda.  
Speakers are to limit their remarks to three to five minutes.**

**Note: Sponsorship does not denote Council member approval or support.**

- 1. ROLL CALL.**
- 2. APPROVAL OF MINUTES. March 21, 2016 And March 24, 2016 - Special**
- 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 MEETINGS.**
- 6. SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On. Except Item No. 15. Public Hearing Continued. Citizens May Speak. May Be Voted On.**
- 7. Council Bill 2016-056. (McClure)**

A special ordinance authorizing the City Manager, or his designee, to make application to the U.S. Department of Housing and Urban Development (HUD) for the Federal Fiscal Year 2016 Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds under the Consolidated Plan. to accept CDBG and HOME funds: to enter into

any necessary agreements to carry out the grants; to exercise any and all powers necessary to implement selected projects; and to select projects for funding for the City of Springfield Fiscal Year 2016-2017; and reaffirming the Community Development Objectives and Priorities set out in "Exhibit C." (Staff and Citizen Advisory Committee for Community Development recommend approval.)

Documents: [2016-056.PDF](#)

**8. Council Bill 2016-057. (Ferguson)**

A general ordinance amending Springfield Land Development Code, Section 36-306, Zoning Maps, by rezoning approximately 0.62 acres of property generally located at 540 & 550 East Chestnut Expressway from an HM, Heavy Manufacturing District to a GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: William P. Brandt Properties, LLC; 540 & 550 East Chestnut Expressway; Z-2-2016.)

Documents: [2016-057.PDF](#)

**9. Council Bill 2016-058. (Schilling)**

A special ordinance authorizing the issuance of Conditional Use Permit No.420 to allow a brewery within a CC, Center City District generally located at 522 West McDaniel Street.

Documents: [2016-058.PDF](#)

**10. Council Bill 2016-059. (McClure)**

A general ordinance amending Chapter 36 of the Springfield City Code, known as the Land Development Code, Article III, Division IV, Subdivision III, Section 36-425(7), Design Requirements, of the COM, Commercial Street District in the Zoning Ordinance to clarify Blaine Street Frontage and new construction requirements.

Documents: [2016-059.PDF](#)

**11. Council Bill 2016-060. (Fishes)**

A general ordinance amending Chapter 36 of the Springfield, Missouri City Code, known as the Land Development Code, by adding a new section, to be known as Section 36-336, Reasonable Accommodation Policy and Procedure, to Article III, Division 3, Subdivision I.

Documents: [2016-060.PDF](#)

**12. Council Bill 2016-061. (Fisk)**

A general ordinance amending Chapter 36 of the Springfield City Code, known as the Land Development Code, Article III, Zoning Regulations, Division 3, Administration, Enforcement, and Review, Subdivision II, Commissions and Boards, Section 36-350, Planning and Zoning Commission, subsection (1), Composition of Commission.

Documents: [2016-061.PDF](#)

**13. Council Bill 2016-062. (Fulnecky)**

A general ordinance amending Chapter 36 of the Springfield City Code, known as the Land Development Code, Article III, Zoning Regulations, Division 3, Administration, Enforcement, and Review, Subdivision II, Commissions and Boards, Section 36-353, Landmarks Board by amending subsection (3), Terms of membership.

Documents: [2016-062.PDF](#)

**14. Council Bill 2016-063. (Schilling)**

A special ordinance declaring the area generally located along the east side of South Market Avenue, between West Mount Vernon Street and West Harrison Street, as a blighted area pursuant to the Land Clearance for Redevelopment Authority Law. (The Land Clearance for

pursuant to the Land Clearance for Redevelopment Authority Law. (The Land Clearance for Redevelopment Authority (LCRA) recommends denial. Staff recommends approval.)

Documents: [2016-063.PDF](#)

15. **Council Bill 2016-068. (Hosmer) Public Hearing Continued. Citizens May Speak. May Be Voted On.**

A special ordinance authorizing the City Manager, or designee, to enter into a Real Estate Transfer Agreement with BNSF Railway Company (BNSF), to transfer certain property underlying the West Wye Connector project (the "Project") to BNSF, and finding that the Project supports the public purposes of improving public safety, providing a more efficient rail system, and promoting economic development in central Springfield.

Documents: [2016-068.PDF](#)

16. **RESOLUTIONS. Citizens May Speak. May Be Voted On.**

17. **Council Bill 2016-074. (Fisk)**

A resolution amending the Transportation Plan element of the Springfield-Greene County Comprehensive Plan of the City of Springfield, Missouri, by adopting new Figures 20-2 and 20-9 to update the Major Thoroughfare Plan. (Planning and Zoning Commission and staff recommend approval.)

Documents: [2016-074.PDF](#)

18. **EMERGENCY BILLS.**

19. **PUBLIC IMPROVEMENTS.**

20. **GRANTS.**

21. **AMENDED BILLS.**

22. **COUNCIL BILLS FOR PUBLIC HEARING.**

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

24. **Council Bill 2016-075. (Burnett)**

A special ordinance authorizing the City Manager, or his designee, on behalf of the City of Springfield, Missouri, to enter into an agreement with Missouri State University (MSU), Greene County, and the Watershed Committee of the Ozarks (WCO) to participate in supporting and implementing Project Water Education for Teachers (WET), a water quality education program for Springfield and Greene County, Missouri.

Documents: [2016-075.PDF](#)

25. **Council Bill 2016-076. (Fisk)**

A general ordinance amending the Springfield City Code by repealing language contained in Chapter 98 Streets, Sidewalks and Public Places, Article I in General, Section 98-8 Outdoor Sculptures; and adding new regulations for Sculpture Walk.

Documents: [2016-076.PDF](#)

26. **PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.**

Mr. Phillip Benton wishes to address City Council.

27. **NEW BUSINESS.**

Refer to the Plans and Policies Committee the issue of public notification and remediation costs in conjunction with the use of coal tar parking lot sealant.

28. **UNFINISHED BUSINESS.**

28. **UNFINISHED BUSINESS.**

29. **MISCELLANEOUS.**

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

31. **Council Bill 2016-077. (Ferguson)**

A special ordinance authorizing the City Manager, or his designee, to enter into a cost apportionment agreement with the Missouri Highways and Transportation Commission (MHTC), to share costs associated with the improvement of both Route EE and North Airport Boulevard.

Documents: [2016-077.PDF](#)

32. **Council Bill 2016-078. (Fishe)**

A special ordinance authorizing the City Manager, or his designee, to enter into an addendum to contract number 2015-0720 with Environmental Works, Inc., to install and maintain one additional monitoring well on public right-of-way to monitor groundwater conditions at no cost to the City.

Documents: [2016-078.PDF](#)

33. **Council Bill 2016-079. (Ferguson)**

A special ordinance approving the plans and specifications for the Mt. Vernon Street Widening (Orchard Crest Avenue to Suburban Avenue) project, Plan No. 2013PW0039T; accepting the bid of Hartman and Company, Inc., for that project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents: [2016-079.PDF](#)

34. **Council Bill 2016-080. (Burnett)**

A special ordinance approving the sale of real property at 1102 North Rogers Avenue to Affording Housing Action Board for \$12,500 and authorizing the issuance of a deed for same.

Documents: [2016-080.PDF](#)

35. **Council Bill 2016-081. (Burnett)**

A special ordinance approving the sale of real property at 1410 East Pacific Street to Affordable Housing Action Board for \$12,500 and authorizing the issuance of a deed for same.

Documents: [2016-081.PDF](#)

36. **CONSENT AGENDA – ONE READING BILLS. See Item #3.**

37. **Council Bill 2016-082. (Ferguson)**

A special ordinance to establish and define the boundaries and adopt the plat, plans, specifications, and sealed estimate of construction costs, and authorize acquisition of necessary right(s)-of-way, by purchase or condemnation thereof, for Sanitary Sewer District No. 182 of Section No. 16 of the main sewers of the City, located in the general vicinity of West Bypass and Division Street; further providing that all labor shall be paid the prevailing wages; and directing the City Manager, or his designee, to advertise for bids for the construction of said sewers.

Documents: [2016-082.PDF](#)

38. **CONSENT AGENDA – SECOND READING BILLS. Citizens Have Spoken. May Be Voted On.**

39. **Council Bill 2016-066. (Burnett)**

A special ordinance approving the plans and specifications for the Stormwater Improvements Atlantic Street (West of Glenstone Avenue) project, Plan No. 2015PW0005WT, accepting the bid of Hartman and Company, Inc., for that project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents: [2016-066.PDF](#)

**40. Council Bill 2016-067. (Ferguson)**

A special ordinance declaring the necessity to condemn right-of-way over, under, and through the property located at 1705 North Colgate Avenue for the Homeland Subdivision Stormwater Improvement Project.

Documents: [2016-067.PDF](#)

**41. Council Bill 2016-069. (Fulnecky)**

A special ordinance approving the final development plan of Planned Development District No. 228 Amended, Lot 21, generally located at 1320 East McClemon Street (Planning and Zoning Commission and Staff recommend approval).

Documents: [2016-069.PDF](#)

**42. END OF CONSENT AGENDA.**

**43. ADJOURN.**

*Persons addressing City Council are asked to step to the microphone and clearly state their name and address before speaking.*

*All meetings are recorded.*

*In accordance with ADA guidelines, if you need special accommodations when attending any City meeting, please notify the City Clerk's Office at 864 -1443 at least 3 days prior to the scheduled meeting.*

One-rdg. \_\_\_\_\_  
P. Hrngs.   X    
Pgs.   9    
Filed:   03-15-16  

Sponsored by:   McClure  

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO.   2016- 056  

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to make application to the U.S.  
2 Department of Housing and Urban Development (HUD) for the  
3 Federal Fiscal Year 2016 Community Development Block Grant  
4 (CDBG) and HOME Investment Partnership Program (HOME) funds  
5 under the Consolidated Plan, to accept CDBG and HOME funds; to  
6 enter into any necessary agreements to carry out the grants; to  
7 exercise any and all powers necessary to implement selected  
8 projects; and to select projects for funding for the City of Springfield  
9 Fiscal Year 2016-2017; and reaffirming the Community Development  
10 Objectives and Priorities set out in "Exhibit C." (Staff and Citizen  
11 Advisory Committee for Community Development recommend  
12 approval.)  
13 \_\_\_\_\_  
14

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

17  
18 Section 1 – The City Manager, or his designee, is authorized to make application  
19 for and to do all things necessary to carry out the grant, including the execution of  
20 contracts, provided the form of the contract is approved by the City Attorney, with HUD  
21 for grant funding in the amount of \$1,284,591 in CDBG funds and \$712,642 in HOME  
22 funds under the Housing and Urban-Rural Recovery Act of 1983, for those projects set  
23 out in "Exhibits A and B," said exhibits being attached hereto and incorporated herein by  
24 this reference.

25  
26 Section 2 – The City Manager, or his designee, is hereby authorized to obtain  
27 funding and implement those projects set out in "Exhibits A and B," upon the  
28 acceptance and approval by HUD of such application and agreement.

29  
30 Section 3 - The City Council authorizes the City Manager, or his designee, to file  
31 a final statement of Community Development Objectives and a HOME Program  
32 Description with HUD as set out in Section 1 of this ordinance.  
33

34           Section 4 - The City Council hereby authorizes the City Manager, or his  
35 designee, to exercise any and all powers necessary to obtain Community Development  
36 funding and implement those projects set out in "Exhibits A and B," including the right to  
37 execute a subgrant agreement or agreements for the administration of said projects.  
38

39           Section 5 - The City Council hereby reaffirms the Community Development  
40 Objectives and Priorities, attached hereto as "Exhibit C" and incorporated herein by this  
41 reference.  
42

43           Section 6 - This ordinance shall be in full force and effect from and after passage.  
44

45 Passed at meeting: \_\_\_\_\_  
46

47 \_\_\_\_\_  
48 Mayor  
49

50 Attest: \_\_\_\_\_, City Clerk  
51

52 Filed as Ordinance: \_\_\_\_\_  
53

54 Approved as to form: A. Chalcraft, Weder, Assistant City Attorney  
55

56 Approved for Council action: D. Burnett, City Manager

## EXPLANATION TO COUNCIL BILL NO: 2016- 056

FILED: 3-15-16

ORIGINATING DEPARTMENT: Planning and Development Department

**PURPOSE:** To adopt an ordinance authorizing the City Manager to make application (Annual Action Plan) to the Department of Housing and Urban Development (HUD) for federal fiscal year 2016 Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds; to exercise any and all powers necessary to obtain such funding and to select and implement projects for fiscal year 2016; and to reaffirm the Community Development Objectives and Priorities. (Staff and the Citizens Advisory Committee for Community Development (CACCD) recommend approval.)

### BACKGROUND INFORMATION:

The City will receive \$1,284,591 in CDBG funds and \$712,642 for HOME for the next fiscal year beginning July 1, 2016. The CDBG funds will go to those projects listed on "Exhibit A." "Exhibit B," is the HOME Program Description for the use of HOME funds, which principally is dedicated to rental housing rehabilitation and new infill rental housing construction. The Community Development Objectives and Priorities for the program are listed on "Exhibit C."

CDBG proposals were received and a public hearing was held on January 26, 2016 before the City Council and the CACCD. Staff prepared recommendations on discretionary project funding which was reviewed by CACCD at their February 22, 2016 meeting. "Exhibit A," is an itemized listing of staff recommended priority and discretionary projects shown as FY2016 RECOMMENDED. The CACCD met to evaluate staff recommendations and unanimously endorsed the staff recommendation.

Supports the following Field Guide 2030 goal(s): Chapter 2, Early Childhood Development; Major Goal 7, Establish a community priority for quality, affordable housing for families. Chapter 3, Economic Development; Major Goal 2, Aggressively use Economic Development Incentives to encourage investment in the community and to encourage job creation and retention; Major Goals\_3, Plan for and develop infrastructure needed for sustainable quality growth; Major Goal 4, Create and nurture a diversified workforce; Major Goal 6, Ensure that sufficient, suitable, infrastructure-served land and buildings are available for industrial, warehouse, and distribution facilities; Major Goal 7, Continue the development and revitalization of center city Springfield. Chapter 7, Housing; Major Goal 1, Establish a Housing and Neighborhoods Office. This office would be comprised of local government, non-profits, public, and private entities acting as a coordinating body for the purpose of identifying unmet housing and neighborhood needs and implementing solutions. Major Goal 2, Promote diversity of housing types in development and re-development patterns; Major Goal 3, Initiate and implement

meaningful regulation and certification reform; Major Goal 5, Expand incentives and means for funding effective efficiency improvements of the area's housing stock; Major Goal 7, Pursue and expand assistance programs for residents to obtain and maintain housing that is affordable; Major Goal 8, Encourage consortium and other private models to expand availability of affordable housing. Chapter 10, Public Health; Major Goal 5, Develop and ensure safe and healthy environments both indoors and outdoors. Chapter 12, Transportation; Major Goal 2, Operations and Maintenance – The City of Springfield should continue to maintain streets, sidewalks, trails, and the airport, using the most effective strategies to maximize the efficient operation of the existing systems, keeping in mind safety, accessibility, sustainability, and collaboration; Major Goal 3, Economic Development – Encourage economic growth and vitality for Springfield and the region by providing transportation infrastructure and facilities that ensure opportunities for future economic development and promote desire growth; Major Goal 4, Multi-Modal, Interconnected System – The City of Springfield should work within the region to develop, implement, and maintain a multi-modal transportation system that supports housing, education, accessibility, recreation, clean air, water conservation and sustainability; Major Goal 5, Quality of Life and Livability – The City of Springfield should work to improve quality of life and livability by enhancing effectiveness and aesthetics and improving the connectivity and accessibility of the street, pedestrian, bicycle, and light rail/monorail networks, the efficiency and convenience of the existing public transit system.

REMARKS:

The Citizens Advisory Committee for Community Development met and recommended approval on February 22, 2016.

Submitted by:



Brendan K. Griesemer, AICP  
Planning and Development Manager

Recommended by:



Mary Lilly Smith, Director

Approved by:



Greg Burris, City Manager

# Exhibit A

PROJECT #	PROJECT NAME	SPONSOR	FY2016 RECOMMENDED	CHAP REVOLVING INCOME OR PY GRANT	CLP REVOLVING INCOME
<b>PRIORITIES</b>					
AP-1	CDBG Administration	Dept of Planning and Development	284,045.00		
AP-2	Planning and Neighborhood Conservation	Dept of Planning and Development	178,198.00		
H-5	Comprehensive Housing Assistance Program (CHAP)	Dept of Planning and Development	533,610.00		
ED-1	Commercial Loan Program (CLP)	Dept of Planning and Development	0.00		3,615,000.00
PS-15	One Door	Community Partnership of the Ozarks, Inc	89,468.00		
<b>Total Priorities</b>			<b>\$ 1,085,321.00</b>	<b>\$ -</b>	<b>\$ 3,615,000.00</b>
*H-1	Weatherization	OACAC Weatherization Program	6,544.00	68,456.00	
*H-2	Emergency Home Repairs	Council of Churches of the Ozarks		75,000.00	
*H-3	Emergency Home Repairs	Catholic Charities of Southern MO, Inc		75,000.00	
*H-4	Emergency Home Repairs	Habitat for Humanity of Springfield, MO		75,000.00	
<b>Total Housing</b>			<b>\$ 6,544.00</b>	<b>\$ 293,456.00</b>	<b>\$ -</b>
<b>DISCRETIONARY</b>					
PS-1	Weekend Backpack Program	Ozarks Food Harvest	20,169.00		
PS-2	The Salvation Army Emergency Social Services Program	The Salvation Army	22,410.00		
PS-3	Forensic Interviewer	The Child Advocacy Center, Inc	20,169.00		
PS-4	Community Education Enrichment Project (CEEP)	McGregor Elementary, Campbell, & the Boys and Girls Clubs of Springfield, MO	0.00		
PS-5	ORYMCA's Next Generation Workforce & STEM Initiative	Ozarks Regional YMCA	0.00		
PS-6	Lunch Buddies and Meal Time Buddies	Big Brothers Big Sisters of the Ozarks	0.00		
PS-7	OACAC Foster Grandparent Program	Ozarks Area Community Action Corporation	0.00		
PS-8	LifeStrengths	I Pour Life	0.00		
PS-9	The Fairbanks: A Community Hub in the Grant Beach Neighborhood	Drew Lewis Foundation	0.00		
PS-10	Empowering Youth 2016-2017	Great Circle	22,410.00		
PS-11	C.A.S.H. (Come And See How) Financial Literacy Initiative	Community Partnership of the Ozarks	20,169.00		
PS-12	LifeHouse Crisis Maternity Home and After Care Program	Catholic Charities of Southern MO, Inc	22,410.00		
PS-13	Strengthening Empowering Families	Isabel's House, The Crisis Nursery of the Ozarks	22,410.00		
PS-14	Harmony House Emergency Shelter Program	Family Violence Center dba Harmony House	22,410.00		
PS-16	Local Food Access and Development Project	Springfield Community Gardens	0.00		
PS-17	Spotlight on Neighborhood	Hand In Hand Multicultural Center	0.00		
PS-18	Financial Education for Northwest Project	Consumer Credit Counseling of Springfield, MO	0.00		
PS-19	Rare Breed Transitional Housing	The Kitchen, Inc	20,169.00		
<b>Total Discretionary</b>			<b>\$ 192,726.00</b>		
<b>Grand Total</b>			<b>\$ 1,284,591.00</b>		

\* Expenditures may begin upon passage of the Ordinance.

## Exhibit B

	Original Estimate
LOANS FOR HOUSING REHABILITATION & NEW INFILL CONSTRUCTION	\$ 498,778.00
CHDO SET-ASIDE*	\$ 107,000.00
CHDO OPERATING EXPENSES*	\$ 35,600.00
HOME ADMINISTRATION	\$ 71,264.00
TOTAL	\$ 712,642.00
HOME PROGRAM INCOME MAY BE USED FOR ELIGIBLE HOME ACTIVITIES (ESTIMATE)	\$ 975,000.00

\*Community Housing Development Organizations (CHDO) are required by statute to receive approximately 15% of the total HUD appropriation. An additional approximate 5% shown above is to be utilized for operating expenses for the CHDO to maintain its development capacity.

## COMMUNITY DEVELOPMENT OBJECTIVES

The consolidated Plan subscribes to a program which furthers the following federally initiated objectives:

The establishment of a viable community by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income through activities designed to meet the specific objectives of:

- the elimination of slum and blight
- the elimination of conditions which are detrimental to health, safety, and public welfare
- principally benefitting persons of low and moderate income

The following local objectives shall be utilized in selecting projects and activities for funding:

**Leveraging:** Priority is given to the use of community development funds and resources to leverage direct private investment and to stimulate spin-off and ancillary development and activities consistent with established community development objectives and targets. The degree of leveraging will be considered in the evaluation of projects and progress.

**Cost-Benefit:** All allocations of community funds and resources should produce a benefit level measured in terms of community objectives and targets that justifies the expenditure. Projects and programs should demonstrate a high degree of benefit to cost.

**Targeting:** The allocation of community development funds and resources is most effective when an array of tools, projects and program is directed toward a specific geographic area or particular sphere of concern consistent with prior planning and systematic needs assessment. Priority is thus given to programs and projects that demonstrate a high degree of benefit to cost.

**Citizen Involvement:** Community Development efforts are most apt to prove effective where there is active involvement by those citizens affected by and benefiting from such efforts. Such involvement should begin in the earliest stages of program formulation and continue through implementation and organization and commitment for sustained and continuing involvement.

**Self-Sufficiency:** The establishment of sustained community development program depends at least in part upon reliable and predictable revenue sources. Reduced reliance on outside funding sources is a high priority management objective.

Preference is thus given to revolving programs or programs that produce revenues to the community development program.

### **General Evaluation Criteria**

**Project Implementation:** A project should provide a clear plan to alleviate community needs and the applicant should be able to provide performance measures for carrying out **the plan**.

**Project Readiness:** A project should be ready to proceed as defined in the proposal. The ability to start a project and bring to completion is emphasized by HUD.

### **COMMUNITY DEVELOPMENT PRIORITIES**

1. Funding commitments necessary to satisfy goals established in the Comprehensive Housing Assistance Program are given highest priority.
2. Commercial property rehabilitation and assistance to small business in targeted areas shall remain a priority.
3. Priority shall be given to maintenance of a policy planning and management capacity in order to determine needs, establish short and long term goals and objectives, and evaluate progress on programs and activities in accomplishing overall goals and objectives. The focus shall be neighborhood conservation, business revitalization and commercial viability, historic preservation and affordable housing in the older, built environment of the City.
4. Staff funding shall continue to (a) implement specifically assigned community development projects, (b) provided technical assistance in the planning, formulation and implementation of public-private partnerships, particularly in relation to affordable housing and other activities of principal benefit to persons of low and moderate income, (c) pursue funds and resources to further enhance the community development program, and (d) administer the CDBG Program and meet other necessary and unavoidable program requirements.
5. The following target areas shall be priorities for channeling fiscal resources for housing and economic development:
  - Residential Rehabilitation Loan Area:  
Area bounded by Grand, West Bypass, Kearney and (principally) National
  - Commercial Property Rehabilitation and Assistance Areas:  
Citywide

- Legally Designated Redevelopment Areas:  
Silver Springs, Sherman Avenue and Grant Avenue  
Playground Redevelopment Projects
6. Prior funding commitments for the Central Intake Office (now known as One Door) shall continue.
  7. Priority consideration shall also be given to projects which contribute to environmental sustainability; housing accessibility; employment and business opportunities for low income and minority residents; support for fair housing; and, emergency home repair.

One-rdg. \_\_\_\_\_  
P. Hrngs.   X    
Pgs.   13    
Filed:   03-15-16  

Sponsored by:   Ferguson  

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO.   2016- 057  

GENERAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AMENDING Springfield Land Development Code, Section 36-306, Zoning Maps, by  
2 rezoning approximately 0.62 acres of property generally located at 540 &  
3 550 East Chestnut Expressway from an HM, Heavy Manufacturing District  
4 to a GR, General Retail District; and adopting an updated Official Zoning  
5 Map. (Staff and Planning and Zoning Commission recommend approval.)  
6  
7

8 WHEREAS, an application has been filed for a zoning change of the property  
9 described on "Exhibit B" of this Ordinance, generally located at 540 & 550 East  
10 Chestnut Expressway from an HM, Heavy Manufacturing District to a GR, General  
11 Retail District; and  
12

13 WHEREAS, following proper notice, a public hearing was held before the  
14 Planning and Zoning Commission, a copy of the Record of Proceedings from said public  
15 hearing being attached hereto as "Exhibit A;" and said Commission made its  
16 recommendation; and  
17

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

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

24 Section 1 – property described on "Exhibit B" of this Ordinance be, and the same  
25 hereby is, rezoned from an HM, Heavy Manufacturing District, or such zoning district as  
26 is designated on the Official Zoning Map adopted by the City Council, to a GR, General  
27 Retail District; and the Springfield Land Development Code, Section 36-306 thereof,  
28 Zoning Maps, is hereby amended, changed and modified accordingly.  
29

30 Section 2 – The City Council hereby directs the City Manager, or his designee, to  
31 update the City's digital zoning map to reflect this rezoning, and City Council adopts the  
32 map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided  
33 for in the Springfield Land Development Code, Section 36-306, Official Zoning Maps

34 and Rules of Interpretation.

35

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

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39 Section 4 – This ordinance shall be in full force and effect from and after  
40 passage.

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42 Passed at meeting: \_\_\_\_\_

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\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_, City Clerk

Filed as Ordinance: \_\_\_\_\_

Approved as to form: A. Charles J. Wiedner, Assistant City Attorney

Approved for Council action: Greg B. Smith, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 057**

FILED: 03-15-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To rezone approximately 0.62 acres of property generally located at 540 & 550 East Chestnut Expressway from a HM, Heavy Manufacturing District to a GR, General Retail District (Staff and Planning and Zoning Commission both recommend approval).

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-2-2016

The applicant is proposing to rezone the subject property from a HM, Heavy Manufacturing District to a GR, General Retail District.

The *Growth Management and Land Use Plan* Element of the *Comprehensive Plan* identifies this area within the Greater Downtown land use district. This district, which pertains to the downtown and University Plaza portions of Center City, promotes high-intensity office, retail and housing, preferably in mixed-use buildings with strong pedestrian orientation.

Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner; Objective 4a, Increase density in activity centers; and Objective 4b, Increase mixed-use development areas.

REMARKS:

The Planning and Zoning Commission held a public hearing on, March 3, 2016, and recommended approval, by a vote of 5 to 0, of the proposed zoning on the tract of land described on the attached sheet (see "Exhibit B," Record of Proceedings).

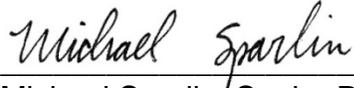
The Planning and Development staff recommends the application be approved (see "Exhibit C," Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* Element of the *Comprehensive Plan* identifies this area as Greater Downtown and appropriate for high-intensity office, retail and housing, preferably in mixed-use buildings with strong pedestrian orientation.

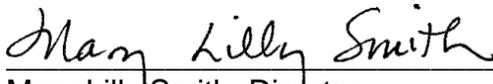
2. Approval of this application will allow a more compatible zoning district in relation to the existing uses of the subject property. The existing restaurant will be a conforming use within the proposed GR district.

Submitted by:



Michael Sparlin, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Greg Burris, City Manager

**EXHIBITS:**

Exhibit A, Legal Description

Exhibit B, Record of Proceedings

Exhibit C, Development Review Staff Report

**ATTACHMENTS:**

Attachment 1: Department Comments

Attachment 2: Neighborhood Meeting Summary

**Exhibit A**

LEGAL DESCRIPTION  
ZONING CASE Z-2-2016

BEGINNING AT THE SOUTHEAST CORNER OF LOT 38, BLOCK "H" IN HARWOOD LISEBY AND BOYD'S ADDITION, A SUBDIVISION IN SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. THENCE NORTH ALONG THE EAST LINE OF LOTS 38 AND 39, A DISTANCE OF 123.46 FEET TO AN IRON PIN SET ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BUSINESS HIGHWAY #44 (CHESTNUT EXPRESSWAY); THENCE WESTERLY ALONG THE SOUTHERLY RIGHT-OF- WAY LINE OF SAID CHESTNUT EXPRESSWAY, A DISTANCE OF 218.91 FEET TO AN EXISTING RIGHT-OF-WAY MARKER ON THE WEST LINE OF SAID LOT 39; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 39 AND THE WEST LINE OF LOT 38, A DISTANCE OF 124.12 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF SAID LOT 38: THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 38, A DISTANCE OF 217.28 TO THE POINT OF BEGINNING CONTAINING 0.62 ACRES. EXCEPT ANY PART DEEDED TAKEN OR USED FOR HIGHWAY PURPOSES. ALL IN SPRINGFIELD, GREENE COUNTY, MISSOURI.

Reference Book and Page: Book 2005 page 54947-05

**Exhibit B**

**RECORD OF PROCEEDINGS  
Planning and Zoning Commission March 3, 2016**

Z-2-2016

550 East Chestnut Expressway

**Applicant:** William Brandt Properties, LLC

Mr. Hosmer stated that this is a request to rezone 0.62 acres of property located at 540 and 550 East Chestnut Expressway from a HM, Heavy Manufacturing District to a GR, General Retail District. The subject property is within the Center City Activity Center as shown in the Growth Management and Land Use Plan element of the Comprehensive Plan. Activity Centers are identified as areas of significant business and high-density housing. The IDEA Commons Plan identifies this property within the General Mixed-Use future land use category. There is an existing restaurant on the property as a legal non-conforming use in the HM, Heavy Manufacturing District. If the rezoning is approved, it would allow the existing restaurant use to be considered a permitted use. Sidewalks are required to be constructed on Chestnut Expressway frontage at the time of redevelopment. Staff recommends approval.

Mr. William Brandt, 540 E. Chestnut Expressway, asking for rezoning from heavy manufacturing to general retail. The land was purchased in 1995 with the intent to operate a restaurant. In 2004 some of the old duplexes were torn down and replaced with an office building and now would like to operate a restaurant.

Mr. Ray opened the public hearing.

No member of the public spoke.

Mr. Ray closed the public hearing.

**COMMISSION ACTION:**

Mr. Baird motions that we approve Z-2-2016 (550 East Chestnut Expressway). Mr. Doennig seconded the motion. The motion **carried** as follows: Ayes: Ray, Doennig, Baird, Shuler, and Cox. Nays: None. Abstain: None. Absent: Cline, Rose, and Edwards

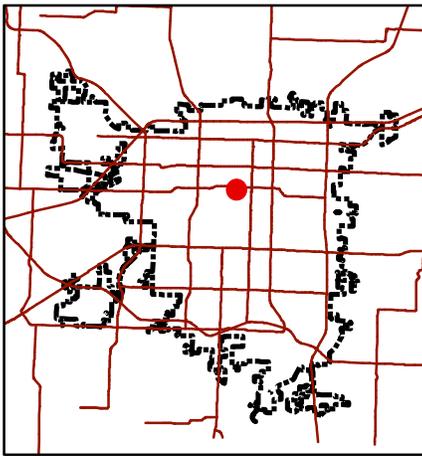


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Bob Hosmer, AICP  
Principal Planner

# Development Review Staff Report

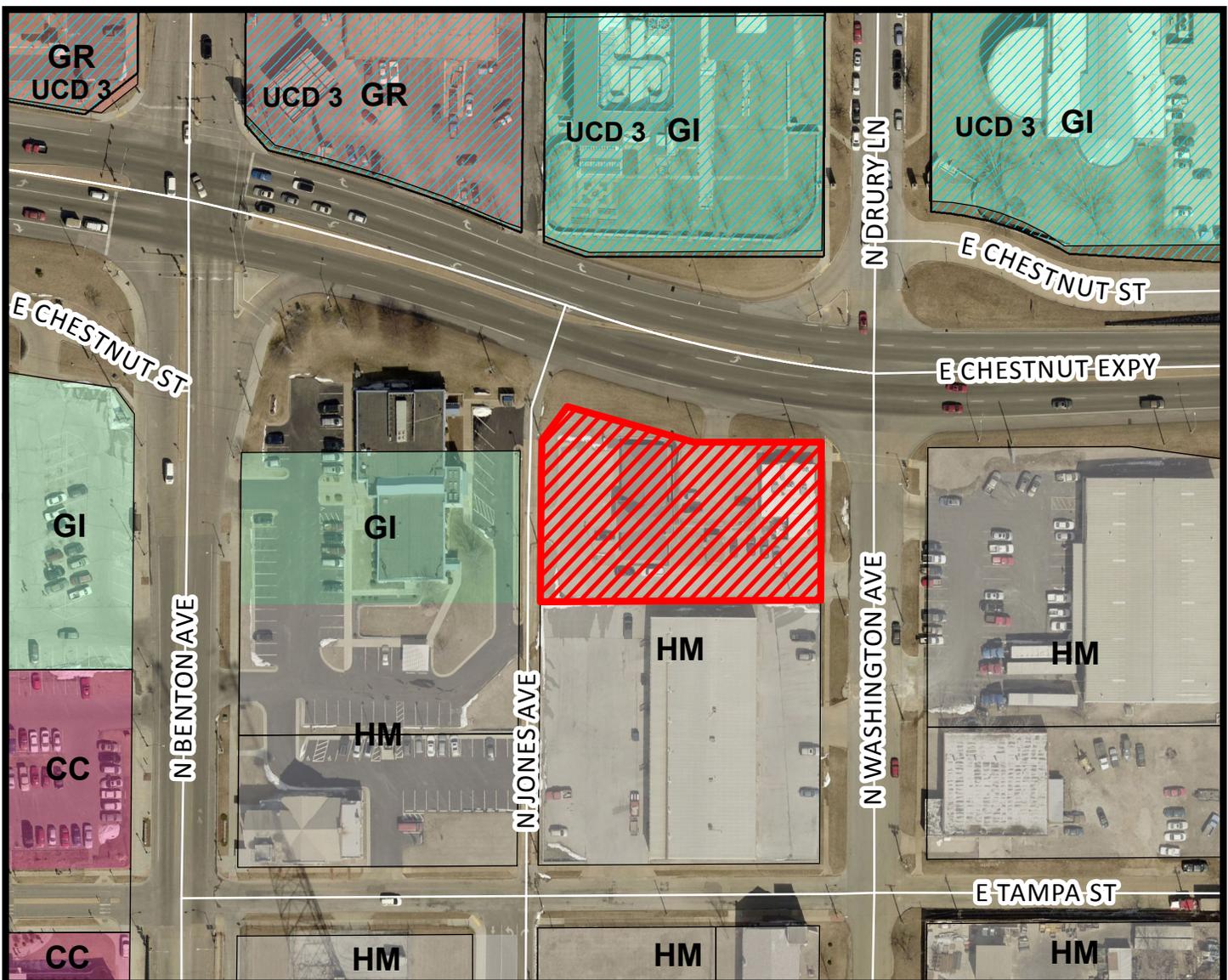
Department of Planning & Development - 417-864-1031  
840 Boonville - Springfield, Missouri 65802



## Z-2-2016

LOCATION: 540 & 550 E. Chestnut Expressway  
CURRENT ZONING: HM, Heavy Manufacturing  
PROPOSED ZONING: GR, General Retail

### LOCATION SKETCH



- Area of Proposal



1 inch = 125 feet

DEVELOPMENT REVIEW STAFF REPORT  
ZONING CASE Z-2-2016

PURPOSE: To rezone approximately 0.62 acres of property generally located at 540 & 550 East Chestnut Expressway from a HM, Heavy Manufacturing District to a GR, General Retail District

REPORT DATE: February 18, 2016

LOCATION: 540 & 550 East Chestnut Expressway

APPLICANT: William P Brandt Properties, LLC

TRACT SIZE: Approximately 0.62 acres

EXISTING USE: Office use & vacant restaurant

PROPOSED USE: Office use & restaurant

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* Element of the *Comprehensive Plan* identifies this area as Greater Downtown and appropriate for high-intensity office, retail, housing, academic and public land uses.
2. Approval of this application will allow a more compatible zoning district in relation to the existing uses of the subject property. The existing restaurant will be a conforming use within the proposed GR district.

RECOMMENDATION:

Staff recommends approval of this request.

SURROUNDING LAND USES:

AREA	ZONING	LAND USE
North	GI	Drury University
East	HM	OTC Center for Workforce Development
South	HM	Warehouse & commercial uses
West	GI	Medical & Dental Clinic

## COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* element designates this area within the Greater Downtown land use district. This district, which pertains to the downtown and University Plaza portions of Center City, promotes high-intensity office, retail and housing, preferably in mixed-use buildings with strong pedestrian orientation.

## STAFF COMMENTS:

1. The applicant is requesting to rezone the subject property from a HM, Heavy Manufacturing District to a GR, General Retail District. The subject property is within the Center City Activity Center as shown in the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject property would fit within these criteria. The *IDEA Commons Plan* identifies this property within the General Mixed-Use future land use category.
2. The existing restaurant is considered a legal non-conforming use in the current HM, Heavy Manufacturing District. If the rezoning is approved, it would allow the existing restaurant use to be considered a permitted use. The GR district will be a more compatible zoning district in relation to the existing restaurant and office uses on the subject property.
3. Sidewalks will be required to be constructed on Chestnut Expressway frontage at time of redevelopment.
4. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

## NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on February 11, 2016 regarding the rezoning request. A summary of the meeting is attached (Attachment 2).

## PUBLIC COMMENTS:

The property was posted by the applicant at least 10 days prior to the public hearing. The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet. Seven (7)

property owners within one hundred eighty-five (185) feet of the subject property were notified by mail of this request.

CITY COUNCIL MEETING:

March 21, 2016

STAFF CONTACT PERSON:

Michael Sparlin  
Senior Planner  
864-1091

**Attachment 1**

DEPARTMENT COMMENTS

ZONING CASE Z-2-2016

BUILDING DEVELOPMENT SERVICES COMMENTS:

Building Development Services does not have any objections to this request.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

Traffic has no issues with the rezoning request.

MODOT COMMENTS:

Need sidewalks along Chestnut Expressway at time of redevelopment.

FIRE DEPARTMENT COMMENTS:

No issues with fire department.

STORMWATER COMMENTS:

There are no stormwater issues with rezoning this property. Please note, however, that any re-development of the property will be subject to the following conditions at the time of development:

1. Any increase in impervious area will require the development to meet current detention and water quality requirements. Existing impervious surfaces currently in good condition can be credited as existing impervious surface. Existing gravel surfaces meeting the above definition are eligible for 50% credit.
2. Concentrated points of discharge from these improvements will be required to drain into a certified natural surface-water channel, public right-of-way, or a drainage easement.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning. Tract is served by public sewer.

CITY UTILITIES:

No objection to rezoning request.

NEIGHBORHOOD MEETING SUMMARY

- 1. Request change to zoning from: HEAVY MANUFACTURING to GENERAL RETAIL  
(existing zoning) (proposed zoning)
- 2. Meeting Date & Time: FEB 11, 2016
- 3. Meeting Location: 540 E. CHESTNUT EXPY #111 SPRINGFIELD, MO 65806
- 4. Number of invitations that were sent: 42
- 5. How was the mailing list 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 of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

NO NEIGHBORS ATTENDED THE MEETING. HOWEVER, PRIOR TO THE MEETING, A REPRESENTATIVE FROM SOUTHERN MATERIALS COMPANY, CALLED TO INQUIRE ABOUT THE USAGE. WHEN HE WAS TOLD THAT THE INTENT WAS TO CONTINUE THE LOCATION AS A RESTAURANT, HE STATED HE HAD NO OBJECTION TO THE ZONING CHANGE.

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

N/A

on this 17<sup>th</sup> day of February 2016

SUBMITTED BY WILLIAM P. BRANDT

W P 2/17/16

Sarah Rogers  
Notary Public

My Commission Expires 7-31-16

SARAH ROGERS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Greene County  
My Commission Expires July 31, 2016  
Commission #12374881



One-rdg. \_\_\_\_\_  
P. Hrngs.   X    
Pgs.   26    
Filed:   03-15-16  

Sponsored by:   Schilling  

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO.   2016- 058  

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the issuance of Conditional Use Permit No.420 to allow a brewery  
2 within a CC, Center City District generally located at 522 West  
3 McDaniel Street.  
4  
5

6 WHEREAS, by the authority of Section 36-363 of the Land Development Code of  
7 the City of Springfield, Missouri, the City Council may grant conditional permits for  
8 certain types of uses in certain zoning districts; and  
9

10 WHEREAS, application, notices, and hearings have been held as provided in  
11 said provision prior to the granting of such use permit, and the Planning and Zoning  
12 Commission has found the necessary conditions to exist; and  
13

14 WHEREAS, the City Council finds the following conditions to exist:  
15

- 16 1. The application is complete and does not contain or reveal violations of this  
17 provision or other applicable regulations which the applicant has failed or refused to  
18 supply or correct;  
19
- 20 2. The site plan meets the standards required by this Article or other applicable  
21 regulations with respect to such development or use;  
22
- 23 3. The proposed site plan does not interfere with easements, roadways, rail lines,  
24 utilities, and public or private rights-of-way;  
25
- 26 4. The proposed site plan does not destroy, damage, detrimentally modify or interfere  
27 with the enjoyment and function of significant natural topographic or physical  
28 features of the site;  
29
- 30 5. The proposed site plan is not injurious or detrimental to the use and enjoyment of  
31 surrounding property;  
32

- 33 6. The circulation elements of the proposed site plan do not create hazards to safety on  
34 or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or  
35 undue interferences and inconveniences to vehicular and pedestrian travel;  
36  
37 7. The screening of the site provides adequate shielding for nearby uses which may be  
38 incompatible with the proposed use;  
39  
40 8. The proposed structures or landscaping are not lacking amenity in relation to, or are  
41 not incompatible with nearby structures and uses;  
42  
43 9. The proposed site plan does not create drainage or erosion problems on or off the  
44 site; and  
45

46 WHEREAS, the granting of such permit is deemed proper and beneficial to the  
47 welfare of the City of Springfield, Missouri.  
48

49 NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
50 SPRINGFIELD, MISSOURI, as follows, that:  
51

52 Section 1 – Permission is hereby granted to use the tract of land generally  
53 located at 522 West McDaniel Street, and more fully described in “Exhibit B,” which is  
54 attached hereto and incorporated herein as if copied verbatim, to permit a brewery  
55 within a CC, Center City District on certain conditions in accordance with Section 36-  
56 363 of the Land Development Code of the City of Springfield, Missouri.  
57

58 Section 2 – Such use shall be subject to the conditions set forth in the  
59 explanation and “Exhibit A” to this ordinance, both of which are attached hereto and  
60 made a part hereof by reference.  
61

62 Section 3 – Building permits and certificates of occupancy may be issued by the  
63 proper authorities pursuant to the permission granted by this ordinance.  
64

65 Section 4 – This permit shall be in full force and effect only so long as the use of  
66 said premises and any improvements thereon conform with the use herein granted and  
67 are in accordance with the application and plans herein approved and referred to,  
68 unless special exceptions shall have been granted by the Board of Adjustment, and any  
69 violation of the requirements of this ordinance may be grounds for the revocation of this  
70 permit by the City Council after a hearing before said City Council.  
71

72 Passed at meeting: \_\_\_\_\_  
73

74 \_\_\_\_\_  
75 Mayor  
76

77 Attest: \_\_\_\_\_, City Clerk  
78

79 Filed as Ordinance: \_\_\_\_\_

80

81

82 Approved as to form: *A. Charles T. Wiedner*, Assistant City Attorney

83

84

85 Approved for Council action: *Gregory B. Smith*, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 058**

FILED: 03-15-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To allow a brewery within a CC, Center City District generally located at 522 West McDaniel Street.

BACKGROUND INFORMATION: USE PERMIT NUMBER 420

This is a request to allow a brewery within a CC, Center City District generally located at 522 West McDaniel Street. The Zoning Ordinance requires a conditional use permit in the CC, Center City District for "any manufacturing, production, processing, cleaning, servicing, testing, repair, or storage of materials, goods or products which is not allowed as a permitted use" and, "warehouses, storage and distribution centers." A brewery is required to obtain a conditional use permit at this location because it is considered to be the manufacturing and production of a product. Approval of this use permit will allow the warehousing and distribution of the product on site.

The site is an appropriate location for a brewery. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies this property as an appropriate area for high-intensity office, retail, housing, academic and public land uses. Approval of this request will provide for the productive use of the subject property where investments have been made in public infrastructure and services. Staff has reviewed the applicant's request for a Conditional Use Permit and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363(10) of the Zoning Ordinance.

Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner; Objective 4a, Increase density in activity centers; and 4b, Increase mixed-use development areas.

CONDITIONS:

1. The regulations and standards listed on "Attachment 2" and "Attachment 3" shall govern and control the use and development of the land in Use Permit Number 420 in a manner consistent with the attached site plan "Attachment 5."

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies this area as Greater Downtown and appropriate for high-intensity office, retail, housing, academic and public land uses.

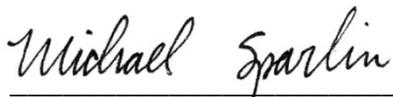
2. Approval of this request will provide for the productive use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
3. This application meets the approval standards for a Conditional Use Permit and is in conformance with the *Comprehensive Plan*, which identifies this area as appropriate for a variety of high-intensity commercial uses.

REMARKS:

The Planning and Zoning Commission held a public hearing on March 3, 2016, and recommended approval, by a vote of 5 to 0, of the proposed conditional use permit on the tract of land described on the attached sheet (see the attached "Exhibit C," Record of Proceedings).

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

Submitted by:



Michael Sparlin, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Greg Burris, City Manager

EXHIBITS:

- Exhibit A, Requirements for Conditional Use Permit 420
- Exhibit B, Legal Description
- Exhibit C, Record of Proceedings
- Exhibit D, Development Review Staff Report

ATTACHMENTS:

- Attachment 1, Department Comments
- Attachment 2, Requirements for Conditional Use Permit 420
- Attachment 3, Standards and Responses for Conditional Use Permits
- Attachment 4, Neighborhood Meeting Summary
- Attachment 5, Site Plan

## **Exhibit A**

### REQUIREMENTS FOR CONDITIONAL USE PERMIT 420

1. A Brewery is permitted in conformance with Attachment 5.
2. An Administrative Lot Combination shall be approved for the two properties.
3. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

## **Exhibit B**

LEGAL DESCRIPTION  
USE PERMIT NUMBER 420

ALL OF LOT THREE (3) OF THE FINAL PLAT OF THE BREWERY DISTRICT, A  
SUBDIVISION IN SPRINGFIELD, GREENE COUNTY, MISSOURI.

## Exhibit C

### RECORD OF PROCEEDINGS Planning and Zoning Commission March 3, 2016

Conditional Use Permit 420  
522 West McDaniel Avenue

**Applicant:** Bryan Bevel

Mr. Hosmer stated that this is a request to allow a conditional use permit for brewery production in the CC, Center City District generally located at 522 West McDaniel Street. The Zoning Ordinance requires a use permit for breweries in the CC, Center City District. A brewery is required to obtain a use permit because it is considered to be the manufacturing and production of a product. A Use Permit was approved by Resolution Number 8472 in June 1997 that allows the existing pub and brewery at 305 South Market Avenue. The Growth Management and Land Use Plan of the Comprehensive Plan identifies this property as an appropriate area for high-intensity office, retail, housing, academic and public land uses. The conditions are that an Administrative Lot Combination shall be approved for the two properties. Staff recommends approval.

Mr. Bryan Bevel, 885 South Farm Road 197 wants to expand for storage.

Mr. Ray opened the public hearing.

No member of the public spoke.

Mr. Ray closed the public hearing.

#### **COMMISSION ACTION:**

Mr. Doennig motions that we approve Conditional Use Permit 420 (522 West McDaniel Avenue). Ms. Cox seconded the motion. The motion **carried** as follows: Ayes: Ray, Doennig, Baird, Shuler, and Cox. Nays: None. Abstain: None. Absent: Cline, Rose, and Edwards

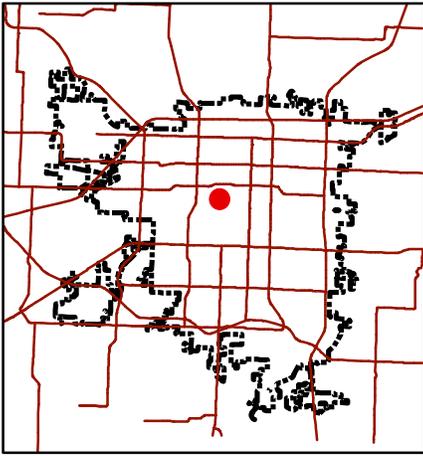


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Bob Hosmer, AICP  
Principal Planner

# Development Review Staff Report

Department of Planning & Development - 417-864-1031  
840 Boonville - Springfield, Missouri 65802



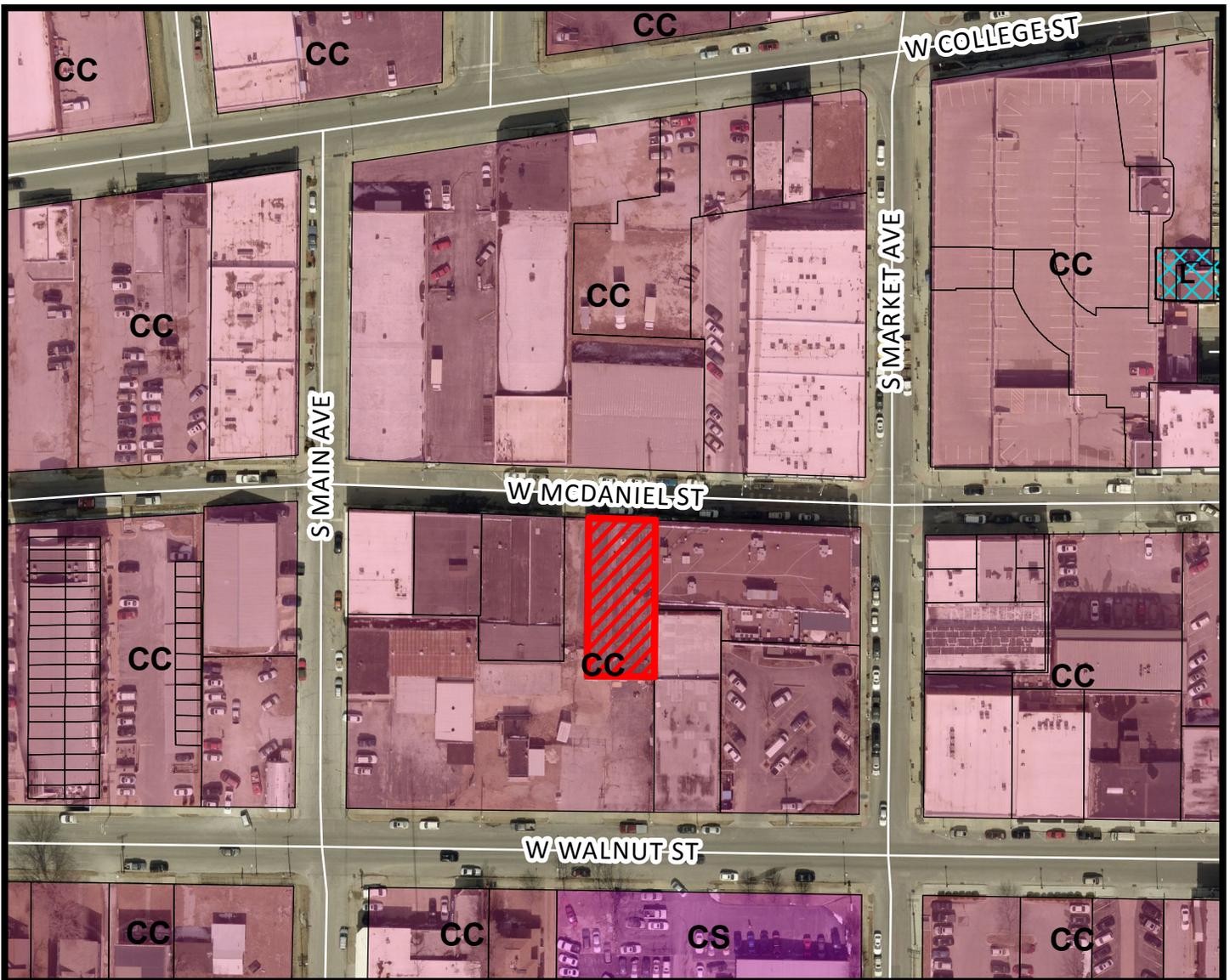
## Use Permit 420

LOCATION: 522 W. McDaniel Street

CURRENT ZONING: CC, Center City

PROPOSED ZONING: CC, Center City with a Conditional Use Permit to allow Brewery Production (Any manufacturing, production, processing, cleaning, servicing, testing, repair, or storage of materials, goods or products which is not allowed as a permitted use & Warehouses, storage and distribution centers)

### LOCATION SKETCH



- Area of Proposal



1 inch = 125 feet

DEVELOPMENT REVIEW STAFF REPORT  
CONDITIONAL USE PERMIT 420

PURPOSE: To allow a brewery within a CC, Center City District generally located at 522 West McDaniel Street

REPORT DATE: February 19, 2016

LOCATION: 522 West McDaniel Street

APPLICANT: Front Row Property LLC

TRACT SIZE: Approximately 0.14 acres

EXISTING USE: Small-scale brewery accessory to the restaurant use

PROPOSED USE: Brewery

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies this area as Greater Downtown and appropriate for high-intensity office, retail, housing, academic and public land uses.
2. Approval of this request will provide for the productive use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
3. This application meets the approval standards for a Conditional Use Permit and is in conformance with the *Comprehensive Plan*, which identifies this area as appropriate for a variety of high-intensity commercial uses.

RECOMMENDATION:

Staff recommends approval of this request with the following conditions:

1. The regulations and standards listed on Attachment 2 and Attachment 3 and shall govern and control the use and development of the land in Use Permit Number 420 in a manner consistent with the attached site plan (Attachment 5).

SURROUNDING LAND USES:

AREA	ZONING	LAND USE
North	CC	Commercial uses
East	CC	Brewery and pub/restaurant
South	CC	Parking Lot and Distillery
West	CC	Commercial uses

ZONING ORDINANCE REQUIREMENTS:

1. The conditional use permit procedure is designed to provide the Planning and Zoning Commission and the City Council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. In granting a conditional use, the Planning and Zoning Commission may recommend, and the City Council may impose such conditions, safeguards and restrictions upon the premises benefited by the conditional use as may be necessary to comply with the standards set out in the Zoning Ordinance to avoid, or minimize, or mitigate any potentially adverse or injurious effect of such conditional uses upon other property in the neighborhood. The general standards for conditional use permits are listed in Attachment 3.
2. No conditional use permit shall be valid for a period longer than 18 months from the date City Council grants the conditional use permit, unless within this 18 months:
  - a. A building permit is obtained and the erection or alteration of a structure is started; or
  - b. An occupancy permit is obtained and the conditional use is begun.

COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan of the Comprehensive Plan* identifies this area as Greater Downtown and appropriate for high-intensity office, retail, housing, academic and public land uses, preferably in mixed-use buildings with a strong pedestrian orientation.

STAFF COMMENTS:

1. The applicant is requesting approval of a Conditional Use Permit for a Brewery on the subject property within a CC, Center City District. The Zoning Ordinance requires a use permit in the CC, Center City District for "any manufacturing, production, processing, cleaning, servicing, testing, repair, or storage of

materials, goods or products which is not allowed as a permitted use" and "warehouses, storage and distribution centers." A brewery is required to obtain a use permit at this location because it is considered to be the manufacturing and production of a product. Approval of this use permit will allow the warehousing and distribution of the product on site.

2. The subject property was identified by the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this area as Greater Downtown and appropriate for high-intensity office, retail, housing, academic and public land uses. The subject property is within the Center City Activity Center. Activity Centers are identified as areas of significant business and high-intensity housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used.
3. The applicant is requesting to expand an existing pub and brewery at 305 South Market Avenue to an adjacent existing structure at 522 West McDaniel Street. A Use Permit was approved by Resolution Number 8472 in June 1997 that allows the existing pub and brewery at 305 South Market Avenue.
4. The approval of this request will provide for the productive use of a commercial structure and allow for the adjacent pub and brewery an opportunity for on-site expansion of the business.
5. Staff has reviewed the applicant's request for a Conditional Use Permit and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363 (10) (Attachment 3) of the Zoning Ordinance. Any development of this property must also follow the CC, Center City District requirements.
6. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

#### NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on February 1, 2016 regarding the request for a conditional use permit. A summary of the meeting is attached (Attachment 4).

#### PUBLIC COMMENTS:

The property was posted by the applicant on February 22, 2016 at least 10 days prior to the public hearing. The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet.

Ten (10) property owners within one hundred eighty-five (185) feet of the subject property were notified by mail of this request.

CITY COUNCIL PUBLIC HEARING: March 21, 2016

STAFF CONTACT PERSON:

Michael Sparlin  
Senior Planner  
864-1091

ATTACHMENT 1  
DEPARTMENT COMMENTS  
CONDITIONAL USE PERMIT 420

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues with the use permit.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

No issues with the use permit.

STORMWATER COMMENTS:

No issues with the use permit. The building exists and site is all impervious.

CLEAN WATER SERVICES COMMENTS:

No issues with the use permit.

CITY UTILITIES:

City Utilities has no issue with proposed use permit.

FIRE DEPARTMENT:

No issues with the use permit.

ATTACHMENT 2  
REQUIREMENTS FOR CONDITIONAL USE PERMIT 420

1. A Brewery is permitted in conformance with Attachment 5.
2. An Administrative Lot Combination shall be approved for the two properties
3. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

ATTACHMENT 3  
STANDARDS FOR CONDITIONAL USE PERMITS  
CONDITIONAL USE PERMIT 420

An application for a conditional use permit shall be granted only if evidence is presented which establishes the following:

1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan;
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site;
3. The proposed conditional use will adequately provide for safety from fire hazards, and have effective measures of fire control;
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage;
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district;
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent possible such lights will be visible from any residential district, measures to shield or direct such lights so as to eliminate or mitigate such glare as proposed;
7. The location, lighting and type of signs and the relationship of signs to traffic control is appropriate for the site;
8. Such signs will not have an adverse effect on any adjacent properties;
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use;
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic

conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare.

11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to:
  - a. The location, nature and height of buildings, structures, walls and fences on the site; and
  - b. The nature and extent of landscaping and screening on the site;
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site;
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance;
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards;
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public;
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect.
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.

19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way;
20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield, and;
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.

APPLICATION FOR CONDITIONAL USE PERMIT  
**PROPERTY LOCATION: 305 S Market Ave (Expansion into 522 W McDaniel Building)**

Attachment A – **RESPONSES**

**STANDARDS FOR ALL CONDITIONAL USE PERMITS**

36-363 (10) **Standards.** An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:

With respect to all proposed conditional uses, to the extent applicable:

1. The proposed conditional use will be consistent with the adopted policies in the *Springfield Comprehensive Plan*;

**RESPONSE: THE PROPOSED CONDITIONAL USE IS CONSISTENT WITH ALL ADOPTED POLICIES.**

2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site;

**RESPONSE: THE PROPOSED CONDITIONAL USE WILL NOT ADVERSELY AFFECT THE SAFETY OF THE MOTORING PUBLIC AND PEDESTRIANS AS THE STREET IS ALREADY MARKED OFF FOR LOADING AND UNLOADING. NO CHANGE PROPOSED.**

3. The proposed conditional use will adequately provide for safety from fire hazards, and have effective measures of fire control;

**RESPONSE: THE PROPOSED CONDITIONAL USE WILL NOT AFFECT SAFETY OF THE SURROUNDING PROPERTY AND MEETS ALL LOCAL CODES.**

4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage;

**RESPONSE: THE PROPOSED CONDITIONAL USE DOES NOT AFFECT THE ADJACENT PROPERTY AND WILL NOT CAUSE FLOOD OR WATER DAMAGE.**

5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district;

**RESPONSE: THE PROPOSED CONDITIONAL USE DOES NOT CREATE ANY OUTSIDE NOISES.**

6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights so as to eliminate or mitigate such glare are proposed;

**RESPONSE: THE PROPOSED CONDITIONAL USE DOES NOT AFFECT THE CHARACTER OF THE NEIGHBORHOOD. THE EXISTING STREET ON MCDANIEL IS**

**ALREADY SET UP FOR LOADING/UNLOADING AS ESTABLISHED WITH THE CITY OF SPRINGFIELD.**

7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site;

**RESPONSE: THERE IS NO CHANGE TO EXISTING AND NONE PROPOSED.**

8. Such signs will not have an adverse effect on any adjacent properties;

**RESPONSE: THE PROPOSED CONDITIONAL USE DOES NOT AFFECT ADJACENT PROPERTIES.**

9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use;

**RESPONSE: THE PROPOSED CONDITIONAL USE DOES NOT CHANGE THE STREET RIGHT OF WAY OR PAVEMENT WIDTH.**

10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare;

**RESPONSE: THE PROPOSED CONDITIONAL USE IS CONSISTENT WITH SURROUNDING BUSINESSES AND DOES NOT AFFECT THE SURROUNDING PROPERTIES OR PUBLIC SAFETY.**

11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to:

a. The location, nature and height of buildings, structures, walls and fences on the site; and b. The nature and extent of landscaping and screening on the site;

**RESPONSE: THE PROPOSED CONDITIONAL USE WILL NOT CHANGE THE BUILDING STRUCTURE OR ITS HEIGHT. THE BUILDING WILL BE USED IN ITS EXISTING CAPACITY AND WILL ADD ONE ADDITIONAL OVERHEAD DOOR.**

12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site;

**RESPONSE: THE PROPOSED CONDITIONAL USE DOES NOT CHANGE THE SURROUNDING TOPOGRAPHICS OR PHYSICAL FEATURES AS IT IS AN EXISTING BUILDING.**

13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance;

**RESPONSE: THE PROPOSED CONDITIONAL USE WILL NOT AFFECT THESE ITEMS.**

14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards;

**RESPONSE: THE PROPOSED CONDITIONAL USE IS CONSISTENT WITH ALL REGULATIONS OF THE CITY'S ORDINANCE AND CODES.**

15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public;

**RESPONSE: THE PROPOSED CONDITIONAL USE WILL CONTRIBUTE TO AND PROMOTE THE WELFARE OR CONVENIENCE OF THE PUBLIC.**

16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect;

**RESPONSE: THERE IS NO ADDITIONAL PARKING REQUIRED FOR THIS DEVELOPMENT AS IT IS IN CENTER CITY AND THE FUNCTION DOES NOT REQUIRE THE NEED FOR ANY ADDITIONAL PARKING.**

17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys;

**RESPONSE: THERE ARE NO ADDITIONAL ACCESS ROADS OR ENTRANCE/EXIT DRIVES REQUIRED OR TO BE PROVIDED.**

18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel;

**RESPONSE: THE PROPOSED CONDITIONAL USE DOES NOT AFFECT VEHICULAR CIRCULATION ELEMENTS OR CREATE HAZARDS TO SAFETY OF VEHICLES OR PEDESTRIANS.**

19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way;

**RESPONSE: THE PROPOSED CONDITIONAL USE DOES NOT INTERFERE WITH THESE ITEMS AS THE BUILDING IS EXISTING.**

20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield; and

**RESPONSE: THE PROPOSED CONDITIONAL USE IS CONSISTENT WITH ALL CITY CODES AND ORDINANCES.**

21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.

**RESPONSE: THE PROPOSED CONDITIONAL USE IS EXISTING AND IS ALREADY SERVED BY PUBLIC STREETS AND PUBLIC SERVICES LISTED ABOVE.**

**AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY**

1. Conditional Use Permit for: 305 S Market Ave expanding into 522 W McDaniel
2. Meeting Date & Time: Monday, February 1, 2016 4:00pm - 6:30pm
3. Meeting Location: Springfield Brewing Company - 305 S Market
4. Number of invitations that were sent: 129
5. How was the mailing list generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): See attached Sign-In Sheet
7. List the verbal comments and how you plan to address any issues:  
(City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

"Very excited for your expansion"  
"Will only make my property worth more"  
"No issue with this at all"

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

No negative comments received. Nothing to address.

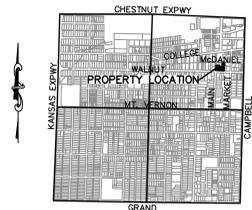
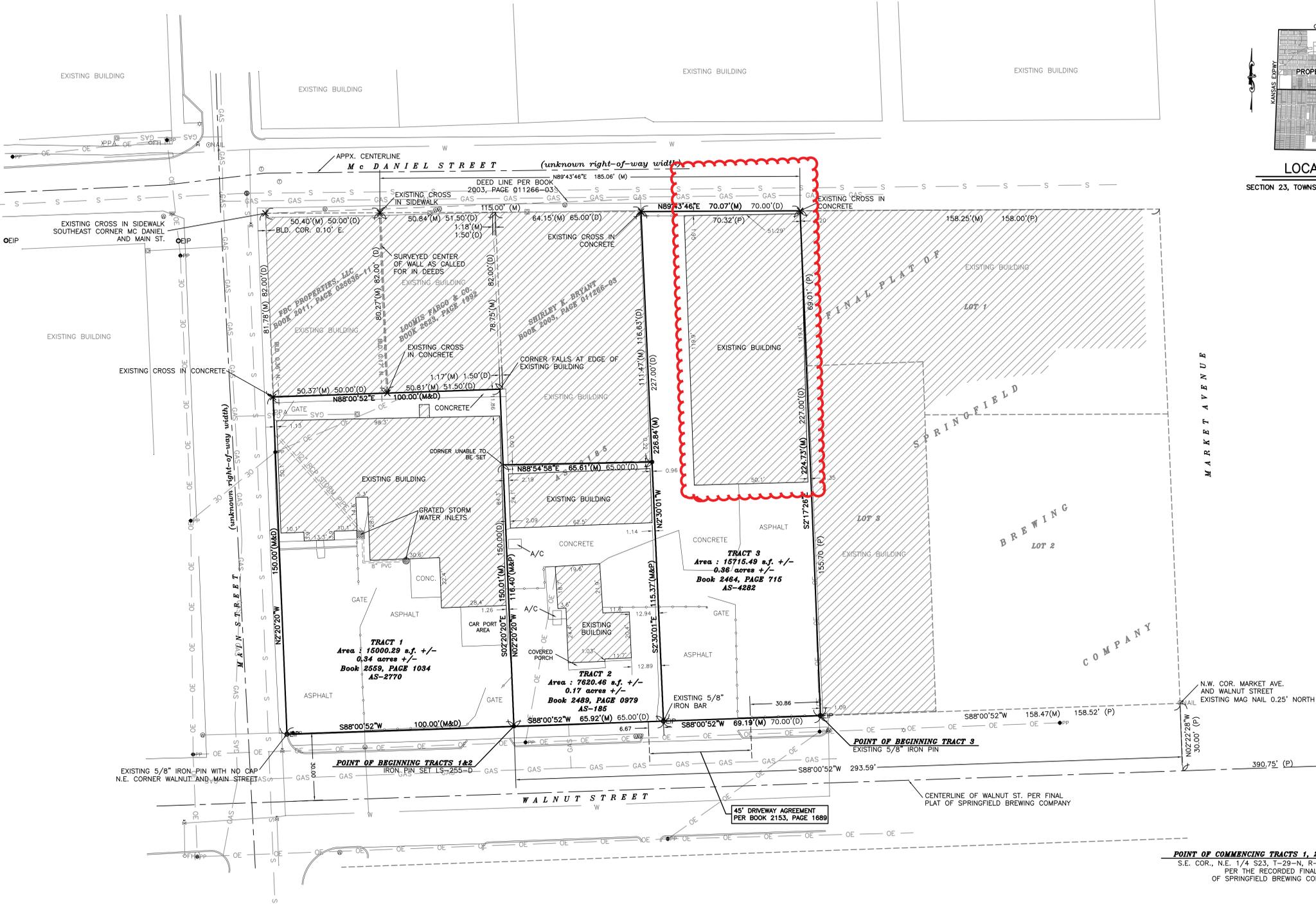
I, Bryan Bevel (print name), attest that the neighborhood meeting was held on 2-1-16 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

  
Signature of person completing affidavit

Bryan Bevel  
Printed name of person completing affidavit







BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF McDANIEL STREET AS N89°43'46"E, PER THE FINAL PLAT OF SPRINGFIELD BREWING COMPANY, A RECORDED FINAL PLAT IN SPRINGFIELD, MO.

**NOTES**

1. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND EVIDENCE, LOCAL UTILITY COMPANY MAPS AND MARKINGS PAINTED ON THE GROUND BY UTILITY LOCATE PERSONNEL. THE SURVEYOR MAKES NO GUARANTEE THAT UNDERGROUND UTILITY LOCATIONS SHOWN ON THIS SURVEY ACTUALLY EXIST. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THE FIELD WORK TO FIND OR VERIFY UNDERGROUND UTILITY LOCATIONS.
2. THE PROPERTY SURVEYED IS LOCATED IN THE PHYSIOGRAPHIC REGION OF MISSOURI KNOWN AS THE OZARK PLATEAU. DUE TO KARST CONDITIONS IN THIS AREA, SUBSURFACE FEATURES, SUCH AS SINKHOLES, ARE COMMON AND MAY EXIST ON THIS PROPERTY. THE SURVEYOR ENCOUNTERED NO APPARENT SURFACE EVIDENCE OF SINKHOLES DURING THE PROCESS OF THE FIELD WORK, HOWEVER, SINKHOLES MAY EXIST WHEN SURFACE EVIDENCE IS NOT APPARENT. A GEOTECHNICAL EXPERT SHOULD BE CONSULTED IF CONCERNS SHOULD ARISE REGARDING SINKHOLES ON THIS PROPERTY.
3. THE PROPERTY SHOWN HEREON IS NOT LOCATED IN A FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP PANEL NUMBER 0333E; MAP NO. 29077C0333E, DATED DECEMBER 17, 2010 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
4. VISIBLE IMPROVEMENTS AND CONDITIONS SHOWN WERE AS THEY EXISTED ON AUGUST 7, 2012. CERTAIN AREAS WERE OBSCURED BY PARKED AUTOMOBILES AND THEREFORE INACCESSIBLE. IT WAS NOT CLEAR WHETHER THERE WERE PERMANENT STRUCTURES IN THESE AREAS. THERE MAY BE EXISTING STRUCTURES THAT ARE NOT SHOWN HEREON FOR THIS REASON. APPARENT OWNERSHIP LINES AS SHOWN, WERE BASED ON INFORMATION BY OTHERS AND DO NOT REPRESENT AN OPINION AS TO TITLE.
5. ALL PROPERTY SHOWN HEREON IS ZONED CENTER CITY (CC).

**DEED DESCRIPTIONS**

- TRACT 1:** Beginning at the Northeast corner of Walnut and Main Streets; thence East 100 feet; thence North 150 feet; thence West 100 feet; thence South 150 feet to the place of beginning, in the City of Springfield, Greene County, Missouri.
- TRACT 2:** Beginning 228 feet and 4 inches West of the Northwest corner of Market Avenue and West Walnut Street, in the City of Springfield, Greene County, Missouri; thence West 65 feet; thence North 116.4 feet; thence East 65 feet; thence South 115.37 feet to the place of beginning.
- TRACT 3:** Beginning 158 feet and 4 inches West of the Northwest corner of Market Avenue and West Walnut Streets in the City of Springfield, Greene County, Missouri; thence West along the North line of West Walnut Street, 70 feet to the Southeast corner of a tract recorded in Book 1962 Page 1993; thence North 227 feet to the Northeast corner of a tract described in Book 1920 Page 1327; thence East 70 feet to the Northwest corner of the First tract recorded in Book 1393 Page 25; thence South 225 feet to the point of beginning.

THESE DESCRIPTIONS ARE PER CHICAGO TITLE INSURANCE COMPANY TITLE POLICY FILE NUMBER 1202311-970, DATED JULY 9, 2012.

**LEGEND**

- GNAIL EXISTING NAIL AS MONUMENT
- OEIP EXISTING IRON PIN (TYPE AS NOTED)
- X EXISTING CROSS IN CONCRETE (NOTED)
- (P) PLATTED COURSE AND DISTANCE
- (M) MEASURED COURSE AND DISTANCE
- (D) DEEDED COURSE AND DISTANCE
- +/- MORE OR LESS
- W- APPX. LOCATION WATER LINE
- GAS- APPX. LOCATION GAS LINE
- S- APPX. LOCATION SANITARY SEWER LINE
- OE- OVERHEAD ELECTRIC
- X- EXISTING CHAIN LINK FENCING
- ⊗ WATER METER
- ⊗ EXISTING GAS METER
- ⊗ EXISTING STREET SIGN
- ⊗ EXISTING WATER METER
- ⊗ EXISTING WATER VALVE
- ⊗ EXISTING SWBT MANHOLE
- ⊗ EXISTING SANITARY SEWER MANHOLE

**REFERENCES**

THE SURVEYOR USED THE FOLLOWING REFERENCES IN THE DETERMINATION OF BOUNDARY LINES SHOWN HEREON:

- A. THE RECORDED FINAL PLAT OF SPRINGFIELD BREWING COMPANY
- B. THE RECORDED FINAL PLAT OF ABBOTTS SUBDIVISION
- C. RECORDED DEED DESCRIPTIONS AT THE GREENE COUNTY COURTHOUSE (NOTED)
- D. AS-185, AS-2197, AS-2768, AS-4282, AS-2770

AT THE TIME OF SURVEY, NO RELIABLE INFORMATION WAS AVAILABLE ON THE WIDTH OF McDANIEL STREET AND MAIN AVENUE.

**SURVEYOR'S CERTIFICATION**

I, DAVID D. DRUMM DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY WAS PREPARED UNDER MY PERSONAL DIRECT SUPERVISION AND THAT IT IS IN COMPLIANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. THIS IS AN URBAN CLASS SURVEY.

David D. Drumm  
MO P.L.S. No. 2007017958  
Date: August 9, 2012

HOOD-RICH, INC.  
Land Surveying Corp.  
LS-255-D

**SURVEYOR'S DESCRIPTION TRACT 1**

A PARCEL OF LAND BEING A PART OF THE NORTHEAST QUARTER OF SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH ALONG THE EAST LINE THEREOF, A DISTANCE OF 1083.50 FEET TO A POINT BEING ON THE CENTERLINE OF WALNUT STREET, AS IT NOW EXISTS; THENCE LEAVING SAID EAST LINE AND WEST ALONG SAID CENTERLINE, A DISTANCE OF 390.75 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 02°-22'-28" WEST, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF MARKET STREET, AS IT NOW EXISTS AND SAID WALNUT STREET; THENCE SOUTH 88 DEGREES 00 MINUTES 52 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF WALNUT STREET, A DISTANCE OF 293.59 FEET TO AN IRON PIN SET FOR THE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 00 MINUTES 52 SECONDS WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO AN EXISTING IRON PIN BEING THE NORTHEAST CORNER OF SAID WALNUT STREET AND MAIN STREET, AS IT NOW EXISTS; THENCE NORTH 02 DEGREES 20 MINUTES 20 SECONDS WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MAIN STREET, A DISTANCE OF 150.00 FEET TO AN EXISTING CROSS IN CONCRETE; THENCE NORTH 88 DEGREES 00 MINUTES 52 SECONDS EAST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO A POINT FOR CORNER; THENCE SOUTH 02 DEGREES 20 MINUTES 20 SECONDS EAST, A DISTANCE OF 150.01 FEET TO THE POINT OF BEGINNING, CONTAINING 15,000.29 SQUARE FEET, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**SURVEYOR'S DESCRIPTION TRACT 2**

A PARCEL OF LAND BEING A PART OF THE NORTHEAST QUARTER OF SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH ALONG THE EAST LINE THEREOF, A DISTANCE OF 1083.50 FEET TO A POINT BEING ON THE CENTERLINE OF WALNUT STREET, AS IT NOW EXISTS; THENCE LEAVING SAID EAST LINE AND WEST ALONG SAID CENTERLINE, A DISTANCE OF 390.75 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 02°-22'-28" WEST, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF MARKET STREET, AS IT NOW EXISTS AND SAID WALNUT STREET; THENCE SOUTH 88 DEGREES 00 MINUTES 52 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF WALNUT STREET, A DISTANCE OF 293.59 FEET TO AN IRON PIN SET FOR THE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 00 MINUTES 52 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF WALNUT STREET, A DISTANCE OF 293.59 FEET TO AN EXISTING IRON PIN FOR THE POINT OF BEGINNING;

THENCE NORTH 02 DEGREES 20 MINUTES 20 SECONDS WEST, A DISTANCE OF 116.40 FEET TO A POINT FOR CORNER; THENCE NORTH 88 DEGREES 00 MINUTES 58 SECONDS EAST, A DISTANCE OF 65.61 FEET TO AN IRON PIN SET; THENCE SOUTH 02 DEGREES 30 MINUTES 01 SECONDS EAST, A DISTANCE OF 115.37 FEET TO AN EXISTING IRON PIN BEING A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF WALNUT STREET; THENCE SOUTH 88 DEGREES 00 MINUTES 52 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 65.92 FEET TO THE POINT OF BEGINNING, CONTAINING 7,820.46 SQUARE FEET, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

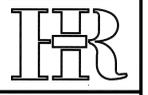
**SURVEYOR'S DESCRIPTION TRACT 3**

A PARCEL OF LAND BEING A PART OF THE NORTHEAST QUARTER OF SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH ALONG THE EAST LINE THEREOF, A DISTANCE OF 1083.50 FEET TO A POINT BEING ON THE CENTERLINE OF WALNUT STREET, AS IT NOW EXISTS; THENCE LEAVING SAID EAST LINE AND WEST ALONG SAID CENTERLINE, A DISTANCE OF 390.75 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 02°-22'-28" WEST, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF MARKET STREET, AS IT NOW EXISTS AND SAID WALNUT STREET; THENCE SOUTH 88 DEGREES 00 MINUTES 52 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF WALNUT STREET, A DISTANCE OF 158.47 FEET TO AN IRON PIN SET FOR THE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 00 MINUTES 52 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF WALNUT STREET, A DISTANCE OF 158.47 FEET TO AN EXISTING IRON PIN FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 00 MINUTES 52 SECONDS WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 69.19 FEET TO AN EXISTING IRON PIN; THENCE NORTH 02 DEGREES 30 MINUTES 01 SECONDS WEST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 226.84 FEET TO AN EXISTING CROSS IN CONCRETE BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MC DANIEL STREET, AS IT NOW EXISTS; THENCE NORTH 89 DEGREES 43 MINUTES 46 SECONDS EAST, A DISTANCE OF 70.07 FEET TO AN EXISTING CROSS IN CONCRETE; THENCE SOUTH 02 DEGREES 17 MINUTES 26 SECONDS EAST, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 224.73 FEET TO THE POINT OF BEGINNING, CONTAINING 15,715.49 SQUARE FEET, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**HOOD-RICH, INC.**  
801 SOUTH GLENSTONE  
SPRINGFIELD, MISSOURI 65802  
(417)-862-4483



COMM.NO. 12-109

EXPANSION FOR  
SPRINGFIELD BREWING COMPANY  
522 WEST McDANIEL STREET  
SPRINGFIELD, MISSOURI

SCALE  
1"=20'

SHEET  
1 OF 1

DATE  
August 9, 2012

REV. DATE

One-rdg. \_\_\_\_\_  
P. Hrngs.  X   
Pgs.  15   
Filed:  03-15-16

Sponsored by:  McClure

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO.  2016- 059

GENERAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AMENDING Chapter 36 of the Springfield City Code, known as the Land Development  
2 Code, Article III, Division IV, Subdivision III, Section 36-425(7), Design  
3 Requirements, of the COM, Commercial Street District in the Zoning  
4 Ordinance to clarify Blaine Street Frontage and new construction  
5 requirements.  
6  
7

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

10 Note: Underlined language is to be added. ~~Stricken~~ language is to be removed.

11  
12  
13 Section 1 – Chapter 36 of the Springfield, Missouri City Code, known as the Land  
14 Development Code, Article III - Zoning Regulations, Division IV - District Regulations,  
15 Subdivision III - Commercial Districts, Section 36-425 - Commercial Street District, is  
16 hereby amended as follows:

17  
18 Sec. 36-425. - COM - Commercial street district.

19  
20 (7) Design requirements.

21 (a) A site plan meeting the requirements of section 36-360, site plan review, shall  
22 be submitted and approved.

23 (b) If required, a landscape plan, meeting the requirements of sections 36-482,  
24 landscaping and buffer yards, and 36-483, off-street parking and loading area  
25 design standards, shall be submitted and approved.

26 (c) All off-street parking and vehicular use areas shall be screened from all  
27 residential uses in accordance with section 36-480, screening and fencing.

28 (d) Refuse storage areas shall be screened from view in accordance with section  
29 36-480, screening and fencing.

30 (e) Mechanical and electrical equipment, including air conditioning units shall be  
31 screened from view in accordance with section 36-480, screening and fencing.

- 32 (f) Lighting shall be designed to reflect away from any adjacent residential area  
33 and in accordance with section 36-484, lighting standards.
- 34 (g) Accessory buildings and structures shall meet the requirements of section 36-  
35 450, accessory structures and uses.
- 36 (h) The COM-1 district's purpose is to protect the unique nature and architectural  
37 character of the existing historic structures, and to protect it from infringing  
38 influences that may diminish or dilute the historic ambience. The COM-1 district  
39 should also promote new uses and development within the zoning district that  
40 provide an element of consistency and similarity of intensity, use, building  
41 heights, and materials used with the existing structures. These elements are  
42 described as follows:
- 43 1. Building façades. All sides of buildings visible to the public, whether viewed  
44 from the public right-of-way or a nearby property, shall display a similar  
45 level of quality and architectural finish. This shall be accomplished by  
46 integrating architectural variations and treatments such as windows and  
47 other decorative features into all sides of a building design. Two or more of  
48 the following design elements shall be incorporated for each 40 horizontal  
49 feet of a building façade or wall:
    - 50 a. Changes in color, texture, and material; or
    - 51 b. Projections, recesses and reveals expressing structural bays,  
52 entrances, or other aspects of the architecture; or
    - 53 c. Groupings of windows or fenestration.
  - 54 2. On each lot, the building façade shall be built to the district minimum  
55 setback line for at least 80 percent of the street frontage. This does not  
56 include Blaine Street frontage.
  - 57 3. The building façade shall be built to the district minimum setback line within  
58 30 feet of a block corner. This does not include Blaine Street frontage.
  - 59 4. The portions of the building façade required to be built at the district  
60 minimum setback line may include jogs of not more than 18 inches in depth  
61 except as otherwise necessary to allow bay windows, shop fronts and  
62 balconies.
  - 63 5. Blank lengths of wall exceeding 20 linear feet are prohibited on all street  
64 frontages. This does not include Blaine Street frontage.
  - 65 6. Fenestration on the ground floor facades shall comprise a least 40 percent,  
66 but not more than 90 percent of the façade area, measured as a  
67 percentage of the façade between floor levels.
  - 68 7. Fenestration on the upper floor facades shall comprise a least 20 percent,  
69 but not more than 60 percent of the façade area, measured as a  
70 percentage of the façade between floor levels.
  - 71 8. The ground floor of any new construction shall have at least 12 feet of clear  
72 interior height (floor to ceiling) contiguous to the required building line

73 frontage for a minimum depth of at least 25 feet. This does not include  
74 Blaine Street frontage.

- 75 9. The maximum story height for the ground story is 20 feet.
- 76 10. The maximum floor-to-floor story height for stories other than the ground  
77 floor is 12 feet.
- 78 11. Building materials and colors.
- 79 a. Metal shall not be used as a primary exterior surface material, except  
80 for metal roofs. Metal trim can be used but not to exceed 15 percent of  
81 the exterior surface. The following exterior finishes shall be allowed on  
82 all exterior walls of the building:
- 83 (i) Customary brick masonry;
- 84 (ii) Natural or cast stone;
- 85 (iii) Oversized brick;
- 86 (iv) Split-faced block;
- 87 (v) Architectural pre-cast concrete; and
- 88 (vi) Accent materials such as glass block and ceramic tiles.
- 89 b. Façade colors shall have low reflectance. High-intensity, metallic, black  
90 or fluorescent colors are prohibited. Natural and recycled materials may  
91 be utilized to enhance the building façade and promote sustainable  
92 development.
- 93 12. The use of galvanized chain link fencing shall be prohibited. The use of  
94 vinyl-coated chain-link fencing shall be allowed in green, black, and brown.  
95 No fencing shall be allowed in the front yard of the building.

96  
97 Section 2 – Savings Clause. Nothing in this ordinance shall be construed to  
98 affect any suit or proceeding now pending in any court or any rights acquired or liability  
99 incurred nor any cause or causes of action accrued or existing, under any act or  
100 ordinance repealed hereby, or shall any right or remedy of any character be lost,  
101 impaired, or affected by this ordinance.

102  
103 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or  
104 phrase of this ordinance is for any reason held to be invalid, such decision shall not  
105 affect the validity of the remaining portions of this ordinance. The Council hereby  
106 declares that it would have adopted the ordinance and each section, subsection,  
107 sentence, clause, or phrase thereof, irrespective of the fact that any one or more  
108 sections, subsections, sentences, clauses, or phrases be declared invalid.

109  
110 Section 4 - This ordinance shall be in full force and effect from and after passage.

111  
112 Passed at meeting: \_\_\_\_\_

113

114

115

116

117

118

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120

121

122

123

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_, City Clerk

Filed as Ordinance: \_\_\_\_\_

Approved as to form: Richard J. Weder, Assistant City Attorney

Approved for Council action: Greg Bunn, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 059**

FILED: 03-15-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To amend Subsection 36-425(7), Design Requirements, of the COM, Commercial Street District in the Zoning Ordinance to clarify Blaine Street frontage and new construction requirements. (Staff recommends approval)

BACKGROUND INFORMATION:

**ZONING ORDINANCE TEXT AMENDMENT – COM-1 DESIGN REQUIREMENTS AMENDMENTS**

Planning and Zoning Commission initiated amendments to the COM-1 District Design Requirements at their meeting on March 6, 2014.

There have been some recent development issues in the COM-1, Commercial Street District, pertaining to the design requirements and how they are applied to new construction/additions. Staff is proposing to clarify that Blaine Street was not intended to be used as a street frontage for design requirement purposes along other streets and that certain design requirements for interior building heights shall only apply to new construction. Blaine Street is currently built and functions as a public alley and development with frontage along Blaine should not be subject to the same design requirements as other streets. The original intent of the COM-1 District Design Requirements were to protect the unique nature and architectural character of the existing historic structures, and to protect it from infringing influences that may diminish or dilute the historic character. The Blaine Street frontages have little, if any, historic character since they are the rear frontages of buildings facing Commercial Street. Staff believes that the proposed amendments are in-line with the original intent of the design requirements and further clarify Blaine Street's status. The COM-1 Zoning District encompasses all of the properties along Commercial Street between Washington and Lyon Avenues. Blaine Street runs parallel and to the south of Commercial Street (see "Exhibit C").

The Development Issues Input Group (DIIG), Downtown Springfield Association (DSA), Environmental Advisory Board (EAB), Commercial Club and all registered neighborhood associations were notified of these amendments and have made no objections to date.

Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner.

FINDINGS FOR STAFF RECOMMENDATION:

1. The proposed amendments will clarify the intent of the existing design requirements and allow them to be applied to the appropriate development.

2. The Growth Management and Land Use Element of the Comprehensive Plan encourage innovative development and redevelopment through the use of incentives and appropriate regulations, to achieve desired residential and nonresidential development patterns.

REMARKS:

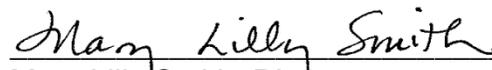
The Planning and Zoning Commission held a public hearing on March 3, 2016, and recommended approval, by a vote of 5 to 0, of the proposed changes to the Zoning Ordinance described in "Exhibit A."

The Planning and Development Staff recommends approval of the proposed amendments in "Exhibit A."

Submitted by:

  
\_\_\_\_\_  
Daniel Neal, Senior Planner

Recommended by:

  
\_\_\_\_\_  
Mary Lilly Smith, Director

Approved by:

  
\_\_\_\_\_  
Greg Burris, City Manager

EXHIBITS:

- Exhibit A-1, Proposed Changes to Zoning Ordinance (Redlined Version)
- Exhibit A-2, Final Language after Proposed Changes (Clean Version)
- Exhibit A-3, Existing Language in Zoning Ordinance (Current Text)
- Exhibit B, Record of Proceedings
- Exhibit C, Blaine Street Location Map

## Exhibit A

### EXHIBIT A-1 PROPOSED CHANGES TO ZONING ORDINANCE COM-1 DESIGN REQUIREMENTS AMENDMENTS

Note: Language to be added is underlined.

Sec. 36-425. - COM - Commercial street district.

(7) Design requirements.

- (a) A site plan meeting the requirements of section 36-360, site plan review, shall be submitted and approved.
- (b) If required, a landscape plan, meeting the requirements of sections 36-482, landscaping and buffer yards, and 36-483, off-street parking and loading area design standards, shall be submitted and approved.
- (c) All off-street parking and vehicular use areas shall be screened from all residential uses in accordance with section 36-480, screening and fencing.
- (d) Refuse storage areas shall be screened from view in accordance with section 36-480, screening and fencing.
- (e) Mechanical and electrical equipment, including air conditioning units shall be screened from view in accordance with section 36-480, screening and fencing.
- (f) Lighting shall be designed to reflect away from any adjacent 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.
- (h) The COM-1 district's purpose is to protect the unique nature and architectural character of the existing historic structures, and to protect it from infringing influences that may diminish or dilute the historic ambience. The COM-1 district should also promote new uses and development within the zoning district that provide an element of consistency and similarity of intensity, use, building heights, and materials used with the existing structures. These elements are described as follows:
  1. Building façades. All sides of buildings visible to the public, whether viewed from the public right-of-way or a nearby property, shall display a similar level of quality and architectural finish. This shall be accomplished by integrating architectural variations and treatments such as windows and other decorative features into all sides of a building design. Two or more of the following design elements shall be incorporated for each 40 horizontal feet of a building façade or wall:
    - a. Changes in color, texture, and material; or
    - b. Projections, recesses and reveals expressing structural bays, entrances, or other aspects of the architecture; or
    - c. Groupings of windows or fenestration.
  2. On each lot, the building façade shall be built to the district minimum setback line for at least 80 percent of the street frontage. This does not include Blaine Street frontage.

3. The building façade shall be built to the district minimum setback line within 30 feet of a block corner. This does not include Blaine Street frontage.
4. The portions of the building façade required to be built at the district minimum setback line may include jogs of not more than 18 inches in depth except as otherwise necessary to allow bay windows, shop fronts and balconies.
5. Blank lengths of wall exceeding 20 linear feet are prohibited on all street frontages. This does not include Blaine Street frontage.
6. Fenestration on the ground floor facades shall comprise a least 40 percent, but not more than 90 percent of the façade area, measured as a percentage of the façade between floor levels.
7. Fenestration on the upper floor facades shall comprise a least 20 percent, but not more than 60 percent of the façade area, measured as a percentage of the façade between floor levels.
8. The ground floor of any new construction shall have at least 12 feet of clear interior height (floor to ceiling) contiguous to the required building line frontage for a minimum depth of at least 25 feet. This does not include Blaine Street frontage.
9. The maximum story height for the ground story is 20 feet.
10. The maximum floor-to-floor story height for stories other than the ground floor is 12 feet.
11. Building materials and colors.
  - a. Metal shall not be used as a primary exterior surface material, except for metal roofs. Metal trim can be used but not to exceed 15 percent of the exterior surface. The following exterior finishes shall be allowed on all exterior walls of the building:
    - (i) Customary brick masonry;
    - (ii) Natural or cast stone;
    - (iii) Oversized brick;
    - (iv) Split-faced block;
    - (v) Architectural pre-cast concrete; and
    - (vi) Accent materials such as glass block and ceramic tiles.
  - b. Façade colors shall have low reflectance. High-intensity, metallic, black or fluorescent colors are prohibited. Natural and recycled materials may be utilized to enhance the building façade and promote sustainable development.
12. The use of galvanized chain link fencing shall be prohibited. The use of vinyl-coated chain-link fencing shall be allowed in green, black, and brown. No fencing shall be allowed in the front yard of the building.

EXHIBIT A-2  
FINAL LANGUAGE AFTER PROPOSED CHANGES  
COM-1 DESIGN REQUIREMENTS AMENDMENTS

Sec. 36-425. - COM - Commercial street district.

(7) Design requirements.

- (a) A site plan meeting the requirements of section 36-360, site plan review, shall be submitted and approved.
- (b) If required, a landscape plan, meeting the requirements of sections 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted and approved.
- (c) All off-street parking and vehicular use areas shall be screened from all residential uses in accordance with section 36-480, screening and fencing.
- (d) Refuse storage areas shall be screened from view in accordance with section 36-480, screening and fencing.
- (e) Mechanical and electrical equipment, including air conditioning units shall be screened from view in accordance with section 36-480, screening and fencing.
- (f) Lighting shall be designed to reflect away from any adjacent 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.
- (h) The COM-1 district's purpose is to protect the unique nature and architectural character of the existing historic structures, and to protect it from infringing influences that may diminish or dilute the historic ambience. The COM-1 district should also promote new uses and development within the zoning district that provide an element of consistency and similarity of intensity, use, building heights, and materials used with the existing structures. These elements are described as follows:
  - 1. Building façades. All sides of buildings visible to the public, whether viewed from the public right-of-way or a nearby property, shall display a similar level of quality and architectural finish. This shall be accomplished by integrating architectural variations and treatments such as windows and other decorative features into all sides of a building design. Two or more of the following design elements shall be incorporated for each 40 horizontal feet of a building façade or wall:
    - a. Changes in color, texture, and material; or
    - b. Projections, recesses and reveals expressing structural bays, entrances, or other aspects of the architecture; or
    - c. Groupings of windows or fenestration.
  - 2. On each lot, the building façade shall be built to the district minimum setback line for at least 80 percent of the street frontage. This does not include Blaine Street frontage.
  - 3. The building façade shall be built to the district minimum setback line within 30 feet of a block corner. This does not include Blaine Street frontage.

4. The portions of the building façade required to be built at the district minimum setback line may include jogs of not more than 18 inches in depth except as otherwise necessary to allow bay windows, shop fronts and balconies.
5. Blank lengths of wall exceeding 20 linear feet are prohibited on all street frontages. This does not include Blaine Street frontage.
6. Fenestration on the ground floor facades shall comprise a least 40 percent, but not more than 90 percent of the façade area, measured as a percentage of the façade between floor levels.
7. Fenestration on the upper floor facades shall comprise a least 20 percent, but not more than 60 percent of the façade area, measured as a percentage of the façade between floor levels.
8. The ground floor of any new construction shall have at least 12 feet of clear interior height (floor to ceiling) contiguous to the required building line frontage for a minimum depth of at least 25 feet. This does not include Blaine Street frontage.
9. The maximum story height for the ground story is 20 feet.
10. The maximum floor-to-floor story height for stories other than the ground floor is 12 feet.
11. Building materials and colors.
  - a. Metal shall not be used as a primary exterior surface material, except for metal roofs. Metal trim can be used but not to exceed 15 percent of the exterior surface. The following exterior finishes shall be allowed on all exterior walls of the building:
    - (i) Customary brick masonry;
    - (ii) Natural or cast stone;
    - (iii) Oversized brick;
    - (iv) Split-faced block;
    - (v) Architectural pre-cast concrete; and
    - (vi) Accent materials such as glass block and ceramic tiles.
  - b. Façade colors shall have low reflectance. High-intensity, metallic, black or fluorescent colors are prohibited. Natural and recycled materials may be utilized to enhance the building façade and promote sustainable development.
12. The use of galvanized chain link fencing shall be prohibited. The use of vinyl-coated chain-link fencing shall be allowed in green, black, and brown. No fencing shall be allowed in the front yard of the building.

EXHIBIT A-3  
EXISTING LANGUAGE IN ZONING ORDINANCE  
COM-1 DESIGN REQUIREMENTS AMENDMENTS

Sec. 36-425. - COM - Commercial street district.

(7) Design requirements.

- (a) A site plan meeting the requirements of section 36-360, site plan review, shall be submitted and approved.
- (b) If required, a landscape plan, meeting the requirements of sections 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted and approved.
- (c) All off-street parking and vehicular use areas shall be screened from all residential uses in accordance with section 36-480, screening and fencing.
- (d) Refuse storage areas shall be screened from view in accordance with section 36-480, screening and fencing.
- (e) Mechanical and electrical equipment, including air conditioning units shall be screened from view in accordance with section 36-480, screening and fencing.
- (f) Lighting shall be designed to reflect away from any adjacent 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.
- (h) The COM-1 district's purpose is to protect the unique nature and architectural character of the existing historic structures, and to protect it from infringing influences that may diminish or dilute the historic ambience. The COM-1 district should also promote new uses and development within the zoning district that provide an element of consistency and similarity of intensity, use, building heights, and materials used with the existing structures. These elements are described as follows:
  - 1. Building façades. All sides of buildings visible to the public, whether viewed from the public right-of-way or a nearby property, shall display a similar level of quality and architectural finish. This shall be accomplished by integrating architectural variations and treatments such as windows and other decorative features into all sides of a building design. Two or more of the following design elements shall be incorporated for each 40 horizontal feet of a building façade or wall:
    - a. Changes in color, texture, and material; or
    - b. Projections, recesses and reveals expressing structural bays, entrances, or other aspects of the architecture; or
    - c. Groupings of windows or fenestration.
  - 2. On each lot, the building façade shall be built to the district minimum setback line for at least 80 percent of the street frontage.
  - 3. The building façade shall be built to the district minimum setback line within 30 feet of a block corner.

4. The portions of the building façade required to be built at the district minimum setback line may include jogs of not more than 18 inches in depth except as otherwise necessary to allow bay windows, shop fronts and balconies.
5. Blank lengths of wall exceeding 20 linear feet are prohibited on all street frontages.
6. Fenestration on the ground floor facades shall comprise a least 40 percent, but not more than 90 percent of the façade area, measured as a percentage of the façade between floor levels.
7. Fenestration on the upper floor facades shall comprise a least 20 percent, but not more than 60 percent of the façade area, measured as a percentage of the façade between floor levels.
8. The ground floor shall have at least 12 feet of clear interior height (floor to ceiling) contiguous to the required building line frontage for a minimum depth of at least 25 feet.
9. The maximum story height for the ground story is 20 feet.
10. The maximum floor-to-floor story height for stories other than the ground floor is 12 feet.
11. Building materials and colors.
  - a. Metal shall not be used as a primary exterior surface material, except for metal roofs. Metal trim can be used but not to exceed 15 percent of the exterior surface. The following exterior finishes shall be allowed on all exterior walls of the building:
    - (i) Customary brick masonry;
    - (ii) Natural or cast stone;
    - (iii) Oversized brick;
    - (iv) Split-faced block;
    - (v) Architectural pre-cast concrete; and
    - (vi) Accent materials such as glass block and ceramic tiles.
  - b. Façade colors shall have low reflectance. High-intensity, metallic, black or fluorescent colors are prohibited. Natural and recycled materials may be utilized to enhance the building façade and promote sustainable development.
12. The use of galvanized chain link fencing shall be prohibited. The use of vinyl-coated chain-link fencing shall be allowed in green, black, and brown. No fencing shall be allowed in the front yard of the building.

## EXHIBIT B

### RECORD OF PROCEEDINGS Planning and Zoning Commission March 3, 2016

COM-1 District Amendments  
Citywide

**Applicant:** City of Springfield

Mr. Hosmer stated that this is a request to amend subsection 36-425 (7) Design Requirements in the COM-1 Commercial Street District. There have been issues in the COM-1, Commercial Street District, pertaining to the design requirements and how they are applied to new construction/additions along Blaine Street. Blaine Street is currently built and functions as a public alley for access to the back of properties along Commercial Street. Staff is proposing to clarify that Blaine Street was not intended to be used as a street frontage for design requirement purposes and that certain design requirements for interior building heights shall only apply to new construction. The original intent of the COM-1 Commercial Street District Design Requirements was to protect the unique nature and architectural character of the existing historic structures, and to protect it from infringing influences that may diminish or dilute the historic character.

- On each lot, the building façade shall be built to the district minimum setback line for at least 80 percent of the street frontage. This does not include Blaine Street frontage.
- The building façade shall be built to the district minimum setback line within 30 feet of a block corner. This does not include Blaine Street frontage.
- Blank lengths of wall exceeding 20 linear feet are prohibited on all street frontages. This does not include Blaine Street frontage.
- The ground floor of any new construction shall have at least 12 feet of clear interior height (floor to ceiling) contiguous to the required building line frontage for a minimum depth of at least 25 feet. This does not include Blaine Street frontage.

Mr. Baird and Ms. Cox asked about the text and language for Blaine Street and about the inclusion of Pacific Street.

Mr. Hosmer stated that Blaine Street is currently built and functions as a public alley for access to the back of properties along Commercial Street. Staff wanted to clarify that Blaine Street was not intended to be used as a street frontage for design requirement purposes. Staff indicated that Pacific Street was not included in the COM-1 District.

(Staff clarification: The COM-1 district does front along the north side of Pacific Street. However, in our discussions staff does want Pacific Street as well as other streets to meet the design requirements i.e., buildings built up to the setback to address the street. Alleys do not have to meet the requirements. Again the main reason we wanted to remove Blaine Street is that it functions as an alley access to the backs of the buildings facing Commercial Street. This would also be the case if buildings were built

along Pacific Street. The backs of buildings along Pacific Street would face Blaine Street. This could also allow buildings built along the frontage of Pacific Street to have parking in the back along Blaine Street.)

Mr. Ray opened the public hearing.

No member of the public spoke.

Mr. Ray closed the public hearing.

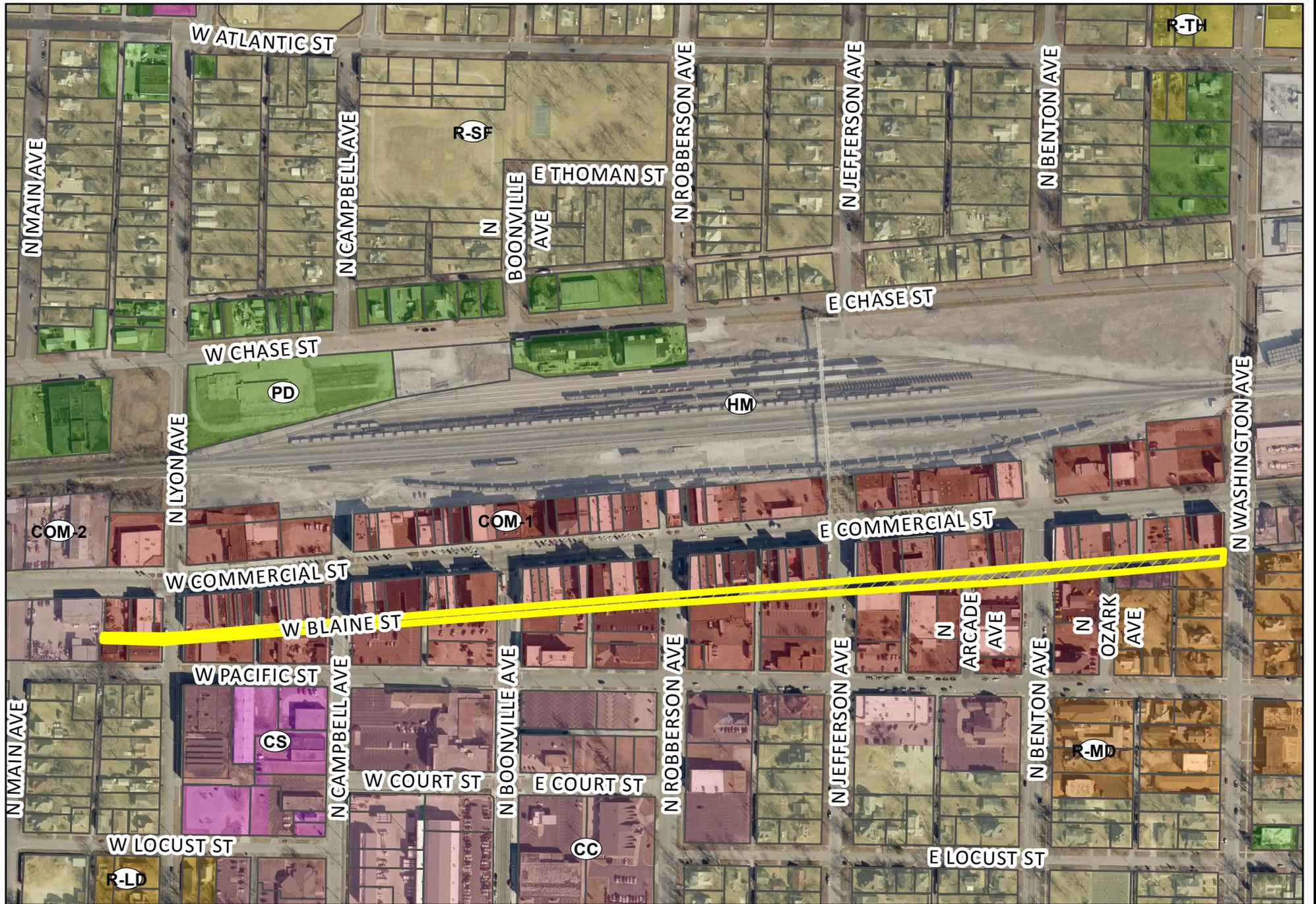
**COMMISSION ACTION:**

Mr. Doennig motions that we approve COM-1 District Amendments (Citywide). Ms. Cox seconded the motion. The motion **carried** as follows: Ayes: Ray, Doennig, Baird, Shuler, and Cox. Nays: None. Abstain: None. Absent: Cline, Rose, and Edwards



---

Bob Hosmer, AICP  
Principal Planner



 - Blaine Street



SCALE:

118,6005

**Exhibit C**



DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

One-rdg. \_\_\_\_\_  
P. Hrngs.  X   
Pgs.  17   
Filed:  03-15-16

Sponsored by:  Fishel

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO.  2016- 060

GENERAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AMENDING Chapter 36 of the Springfield, Missouri City Code, known as the Land  
2 Development Code, by adding a new section, to be known as Section 36-  
3 336, Reasonable Accommodation Policy and Procedure, to Article III,  
4 Division 3, Subdivision I.  
5  
6

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

10 Section 1 – Chapter 36 of the Springfield, Missouri City Code, known as the Land  
11 Development Code, Article III - Zoning Regulations, Division 3 - Administration,  
12 Enforcement, and Review, Subdivision I - Administration and Enforcement, is hereby  
13 amended as follows  
14

15 (Note: Underlined language is to be added. ~~Stricken~~ language is to be removed):  
16

17 36-336. Reasonable Accommodation Policy and Procedure.  
18

19 (1) Purpose and Scope. This Section implements the policy of the City of  
20 Springfield, Missouri on requests for reasonable accommodation in its  
21 rules, policies and procedures for persons with disabilities. Any person  
22 with a disability may request a reasonable accommodation with respect to  
23 the land use or zoning laws, rules, policies, practices or procedures of the  
24 City pursuant to this Section. Nothing in this Section requires persons with  
25 disabilities or operators of group homes for persons with disabilities which  
26 are operating in accordance with applicable zoning, licensing, and land  
27 use laws, to seek reasonable accommodation under this Section.  
28

29 (2) Definitions. For the purposes of this Section the following definitions shall  
30 apply, unless specifically defined in this section all terms have the same  
31 meaning as contained in 36-321:  
32

33 (a) Applicant. An individual, group or entity making a request for

34 reasonable accommodation pursuant to this Section. This definition  
35 shall also include the disabled person making said request or a  
36 person acting on behalf of, and at the request of said disabled  
37 person.

38 (b) City. The City of Springfield, Missouri.

39 (c) Department. The Department of Building Development Services of  
40 the City.

41 (d) Disabled Person. Any individual: (1) with a physical or mental  
42 impairment that substantially limits one or more major life activities;  
43 (2) individuals who are regarded as having such an impairment; and  
44 (3) individuals with a record of such an impairment.

45 (e) Major Life Activity. Those activities that are of central importance to  
46 daily life, such as seeing, hearing, walking, breathing, performing  
47 manual tasks, caring for one's self, learning, and speaking. This list  
48 of major life activities is not exhaustive.

49 (f) Physical or Mental Impairment. Includes, but is not limited to,  
50 orthopedic, visual, speech, and hearing impairments, cerebral palsy,  
51 autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer,  
52 heart disease, diabetes, Human Immunodeficiency Virus infection,  
53 mental retardation, emotional illness, drug addiction (other than  
54 addiction caused by current, illegal use of a controlled substance),  
55 and alcoholism.

56 (g) Reasonable Accommodation. Means a change, exception, or  
57 adjustment to a rule, policy, practice, or service that may be  
58 necessary for a person with a disability to have an equal opportunity  
59 to use and enjoy a dwelling.

60 (h) Substantially Limits. Means that an individual's limitation is  
61 "significant" or to a "large degree".

62 (i) Zoning Ordinance. The City of Springfield, Missouri Zoning  
63 Ordinance, as defined in 36-300.

64  
65 (3) Requesting Reasonable Accommodations.

66  
67 (a) In order to make a dwelling available to one or more individuals with  
68 disabilities, an applicant may request a reasonable accommodation  
69 relating to the various land use or zoning rules, policies, practices or  
70 procedures of the City applicable to such housing.

71  
72 1. A request by an applicant for reasonable accommodation made  
73 pursuant to this Section shall be made in writing or orally to the  
74 Director of the Department.

75 2. When making a request for a reasonable accommodation  
76 pursuant to this section, an applicant shall provide:

77  
78 a. the name and address of the owner of the property, if  
79 other than the applicant; and

- b. explain the type of accommodation requested; and
- c. explain the relationship between the requested accommodation and the disability, if the need for the accommodation is not readily apparent.

(b) All requests for reasonable accommodation made pursuant to this Section shall be made in a manner that a reasonable person would understand to be a request for an exception, change, or adjustment to a rule, policy, practice, or service because of a disability.

(c) The Department shall provide reasonable assistance necessary to an applicant in making a request for reasonable accommodation throughout the process.

(4) Procedure.

(a) The Director of the Department shall make an initial review of the request for reasonable accommodation upon receipt of such a request. The Director may approve a request for reasonable accommodation upon the information provided in the application, if all the requirements needed to grant a request for reasonable accommodation are met by the application. The Director may make such investigation or request such information from the applicant, as provided herein, to determine the disposition of the application.

1. The request for reasonable accommodation shall be forwarded to the Administrative Review Committee (ARC) when:

- a. the Director does not have the authority to grant the request for reasonable accommodation, or
- b. the Director fails to grant the request for reasonable accommodation within thirty (30) days of the receipt of the request.

2. Nothing in this section shall prohibit the Director from consulting with the ARC regarding requests for reasonable accommodation or from consulting with the applicant to supplement their application, if possible.

(b) The ARC, as established in Section 36-352, shall have the authority to consider and act on requests for reasonable accommodation. The ARC shall issue a written determination within thirty (30) after receiving the request for reasonable accommodation from the Director of the Department, and may: (1) grant the accommodation request; or, (2) deny the request.

1. ARC may approve a request for reasonable accommodation

126 upon the information provided in the application, if all the  
127 requirements of the request for a reasonable accommodation  
128 are met by the application, without meeting with the applicant.

129 2. In no event shall the ARC deny a request for reasonable  
130 accommodation without the applicant being afforded an  
131 opportunity to meet with the ARC.

132  
133 (c) If reasonably necessary to reach a determination on the request for  
134 reasonable accommodation, the ARC may, prior to the end of said  
135 thirty (30) day period, request additional information from the  
136 applicant, specifying in detail what information is required. The  
137 applicant shall have fifteen (15) days after the date of the request for  
138 additional information to provide such information. In the event a  
139 request for additional information is made, the thirty (30) day period  
140 to issue a written determination shall be stayed. The ARC shall  
141 issue a written determination within thirty (30) days after receipt of  
142 the additional information. If the applicant fails to provide the  
143 requested additional information within said fifteen (15) day period,  
144 the ARC shall issue a written determination within thirty (30) days  
145 after expiration of said fifteen (15) day period.

146 (d) The ARC is entitled to obtain information that is necessary to  
147 evaluate if a requested reasonable accommodation may be  
148 necessary because of a disability.

149  
150 1. If an applicant's disability is obvious, or otherwise known to the  
151 ARC, and if the need for the requested accommodation is also  
152 readily apparent or known, then the ARC shall not request any  
153 additional information about the applicant's disability or the  
154 disability-related need for accommodation.

155 2. If the applicant's disability is known or readily apparent to the  
156 ARC, but the need for the accommodation is not readily  
157 apparent or known, the ARC may request only information that  
158 is necessary to evaluate the disability-related need for the  
159 accommodation.

160 3. If the applicant's disability is not obvious, the ARC may request  
161 reliable disability-related information that:

162  
163 a. is necessary to verify that the person meets the definition  
164 of disability,

165 b. describes the needed accommodation, and

166 c. shows the relationship between the person's disability  
167 and the need for the requested accommodation.

168  
169 (e) Information provided to ARC for a request for accommodation under  
170 this section, shall be kept confidential, as permitted by law. The  
171 Department shall provide written notice to the applicant, and any

172 person designated by the applicant to represent the applicant in the  
173 application process, of any request received by the Department for  
174 disclosure of any information or documentation which the applicant  
175 submitted in applying for a reasonable accommodation pursuant to  
176 this section. The Department will provide reasonable cooperation  
177 with the applicant, to the extent allowed by law, in actions initiated  
178 by the applicant to oppose the disclosure of such information or  
179 documentation.

180  
181 (5) Findings for Reasonable Accommodation.

182  
183 (a) The following findings, while not exhaustive of all considerations and  
184 findings that may be relevant, shall be made before any action is  
185 taken to approve or deny a request for reasonable accommodation  
186 and shall be incorporated into the record relating to such approval or  
187 denial:

188  
189 1. whether the accommodation requested may be necessary to  
190 afford one or more persons with disabilities equal opportunity to  
191 use and enjoy a specific dwelling;

192  
193 a. to show that a requested accommodation is necessary;  
194 there must be an identifiable relationship, or nexus,  
195 between the requested accommodation and the  
196 applicant's disability.

197  
198 2. Whether the requested accommodation would impose undue  
199 financial or administrative burdens on the City;

200  
201 (b) a request for reasonable accommodation, made pursuant to this  
202 section, shall be denied if it is found that:

203  
204 1. the request for reasonable accommodation was not made by or  
205 on behalf of a person with a disability, or

206 2. there is no disability-related need for the accommodation, or  
207 3. the requested reasonable accommodation is not reasonable.

208  
209 a. A request for reasonable accommodation is not  
210 reasonable if:

211  
212 i. the requested reasonable accommodation would  
213 impose an undue financial or administrative burden  
214 on the City, or

215 ii. the requested reasonable accommodation would  
216 require a fundamental alteration to the City's zoning  
217 regulations.

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(c) When a request for reasonable accommodation is denied, reasonable efforts shall be made to cooperate with the applicant to provide an alternative reasonable accommodation that will address the applicant's disability-related needs without resulting in a fundamental alteration to the City's zoning regulations or the imposition of an undue financial and administrative burden on the City.

1. If, after reasonable efforts, an alternative reasonable accommodation is not approved, the applicant's request for a reasonable accommodation shall be denied.

(d) Findings made, whether approving or denying the request for reasonable accommodation, shall be in writing and shall state the grounds thereof. All written determinations shall give notice of the right to appeal. The notice of determination shall be sent to the applicant by certified mail, return receipt requested and by regular mail.

(6) Appeals.

(a) Within thirty (30) days after the date the ARC mails a written adverse determination to the applicant, the applicant may appeal the adverse determination.

(b) Appeals shall be to the Board of Adjustment pursuant to Section 36-364. All determinations on appeal shall address and review the findings made by the ARC pursuant to this section.

(c) The Department shall provide reasonable assistance necessary to an applicant wishing to appeal a denial of a request for reasonable accommodation to the Board of Adjustment. The applicant is entitled to be represented at all stages of the proceedings identified in this Section by a person designated by the applicant.

(7) Fees. The City shall not impose any fees or costs in connection with a request for reasonable accommodation under the provisions of this Section or an appeal of a denial of such request by the ARC. Nothing in this ordinance obligates the City to pay an applicant's attorney fees or costs.

(8) Stay of Enforcement. While an application for reasonable accommodation or appeal of a denial of said application is pending, the City will not enforce the zoning ordinance against the applicant.

(9) Record-keeping. The City shall maintain records of all oral and written requests submitted under the provisions of this Section, and the City's

264 responses thereto, as required by state law.

265

266 Section 2 – Savings Clause. Nothing in this ordinance shall be construed to  
267 affect any suit or proceeding now pending in any court or any rights acquired or liability  
268 incurred nor any cause or causes of action accrued or existing, under any act or  
269 ordinance repealed hereby, or shall any right or remedy of any character be lost,  
270 impaired, or affected by this ordinance.

271

272 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or  
273 phrase of this ordinance is for any reason held to be invalid, such decision shall not  
274 affect the validity of the remaining portions of this ordinance. The Council hereby  
275 declares that it would have adopted the ordinance and each section, subsection,  
276 sentence, clause, or phrase thereof, irrespective of the fact that any one or more  
277 sections, subsections, sentences, clauses, or phrases be declared invalid.

278

279 Section 4 – This ordinance shall be in full force and effect from and after  
280 passage.

281

282 Passed at meeting: \_\_\_\_\_

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284 \_\_\_\_\_  
285 Mayor

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287 Attest: \_\_\_\_\_, City Clerk

288

289 Filed as Ordinance: \_\_\_\_\_

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291 Approved as to form: *Richard T. Wieden*, Assistant City Attorney

292

293 Approved for Council action: *Greg Burt*, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 060**

FILED: 03-15-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To add a new Section 36-336, Reasonable Accommodation Policy and Procedure, to Division 3, Subdivision I., Administration and Enforcements, of the Zoning Ordinance that will provide a reasonable accommodation policy and procedure for persons with disabilities (Staff recommends approval).

BACKGROUND INFORMATION:

**ZONING ORDINANCE TEXT AMENDMENT – REASONABLE ACCOMMODATION POLICY AND PROCEDURE AMENDMENTS**

Planning and Zoning Commission initiated amendments to the off-street parking requirements and other related sections of the Zoning Ordinance to allow review and consideration for persons with disabilities at their meeting on October 3, 2013.

The Federal Fair Housing Act requires the City to apply its regulations in a manner that does not discriminate against persons with disabilities. The City is required by Federal law to provide “reasonable accommodation”, and Building Development Services currently applies that standard to requests received for modification to single-family dwellings for medical needs. The City has informally handled these on a case by case basis. The implementation of this procedure brings us into compliance with accepted practice.

The proposed amendment will allow the Director of Building Development Services and/or the Administrative Review Committee (ARC) the ability to grant exemptions to the Zoning Ordinance requirements to make reasonable accommodations for persons with disabilities following the requirements in Exhibit A. These amendments will replace the current Administrative Ruling (2011) and City Council resolution (2004) that BDS currently uses in these situations. Any appeals of ARC’s decisions would go to the Board of Adjustment for a public hearing.

The Development Issues Input Group (DIIG), Downtown Springfield Association (DSA), Environmental Advisory Board (EAB) and all registered Neighborhood Associations were notified of these amendments.

Supports the following Field Guide 2030 goal(s): Chapter 7, Housing; Major Goal 2, Promote diversity of housing types in development and redevelopment patterns; Objective 2a, Remove barriers to innovative design concepts.

FINDINGS FOR STAFF RECOMMENDATION:

1. The proposed amendment will allow staff the ability to make reasonable accommodations for persons with disabilities following certain requirements.
2. Objective 17 of the Growth Management and Land Use element of the Comprehensive Plan states that Springfield should work to ensure a wide range of choices in living arrangements throughout the urbanized area.

REMARKS:

The Planning and Zoning Commission held a public hearing on March 3, 2016, and recommended approval, by a vote of 5 to 0, of the proposed changes to the Zoning Ordinance described in "Exhibit A."

The Planning and Development Staff recommends approval of the proposed amendments in "Exhibit A."

Submitted by:

  
\_\_\_\_\_

Recommended by:

  
\_\_\_\_\_

Mary Lilly Smith, Director

Approved by:

  
\_\_\_\_\_

Greg Burris, City Manager

Exhibit A, Proposed Changes to Zoning Ordinance Redlined Version  
Exhibit B, Record of Proceedings

## Exhibit A

### PROPOSED CHANGES TO ZONING ORDINANCE REDLINED VERSION REASONABLE ACCOMMODATION POLICY AND PROCEDURE AMENDMENTS

NOTE: Language to be added is underlined.

#### **36-336.** Reasonable Accommodation Policy and Procedure.

- (1) *Purpose and Scope.* This Section implements the policy of the City of Springfield, Missouri on requests for reasonable accommodation in its rules, policies and procedures for persons with disabilities. Any person with a disability may request a reasonable accommodation with respect to the land use or zoning laws, rules, policies, practices or procedures of the City pursuant to this Section. Nothing in this Section requires persons with disabilities or operators of group homes for persons with disabilities which are operating in accordance with applicable zoning, licensing, and land use laws, to seek reasonable accommodation under this Section.
  
- (2) *Definitions.* For the purposes of this Section the following definitions shall apply, unless specifically defined in this section all terms have the same meaning as contained in 36-321:
  - (a) *Applicant.* An individual, group or entity making a request for reasonable accommodation pursuant to this Section. This definition shall also include the disabled person making said request or a person acting on behalf of, and at the request of said disabled person.
  - (b) *City.* The City of Springfield, Missouri.
  - (c) *Department.* The Department of Building Development Services of the City.
  - (d) *Disabled Person.* Any individual: (1) with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; and (3) individuals with a record of such an impairment.
  - (e) *Major Life Activity.* Those activities that are of central importance to daily life, such as seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, and speaking. This list of major life activities is not exhaustive.
  - (f) *Physical or Mental Impairment.* Includes, but is not limited to, orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance), and alcoholism.

- (g) Reasonable Accommodation. Means a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling.
- (h) Substantially Limits. Means that an individual's limitation is "significant" or to a "large degree".
- (i) Zoning Ordinance. The City of Springfield, Missouri Zoning Ordinance, as defined in 36-300.

(3) Requesting Reasonable Accommodations.

- (a) In order to make a dwelling available to one or more individuals with disabilities, an applicant may request a reasonable accommodation relating to the various land use or zoning rules, policies, practices or procedures of the City applicable to such housing.
  - 1. A request by an applicant for reasonable accommodation made pursuant to this Section shall be made in writing or orally to the Director of the Department.
  - 2. When making a request for a reasonable accommodation pursuant to this section, an applicant shall provide:
    - a. the name and address of the owner of the property, if other than the applicant; and
    - b. explain the type of accommodation requested; and
    - c. explain the relationship between the requested accommodation and the disability, if the need for the accommodation is not readily apparent.
- (b) All requests for reasonable accommodation made pursuant to this Section shall be made in a manner that a reasonable person would understand to be a request for an exception, change, or adjustment to a rule, policy, practice, or service because of a disability.
- (c) The Department shall provide reasonable assistance necessary to an applicant in making a request for reasonable accommodation throughout the process.

(4) Procedure.

- (a) The Director of the Department shall make an initial review of the request for reasonable accommodation upon receipt of such a request. The Director may approve a request for reasonable accommodation upon the information provided in the application, if all the requirements needed to grant a request for reasonable accommodation are met by the application. The Director may make such investigation or request such information from the applicant, as

provided herein, to determine the disposition of the application.

1. The request for reasonable accommodation shall be forwarded to the Administrative Review Committee (ARC) when:

- a. the Director does not have the authority to grant the request for reasonable accommodation, or
- b. the Director fails to grant the request for reasonable accommodation within thirty (30) days of the receipt of the request.

2. Nothing in this section shall prohibit the Director from consulting with the ARC regarding requests for reasonable accommodation or from consulting with the applicant to supplement their application, if possible.

(b) The ARC, as established in Section 36-352, shall have the authority to consider and act on requests for reasonable accommodation. The ARC shall issue a written determination within thirty (30) after receiving the request for reasonable accommodation from the Director of the Department, and may: (1) grant the accommodation request; or, (2) deny the request.

1. ARC may approve a request for reasonable accommodation upon the information provided in the application, if all the requirements of the request for a reasonable accommodation are met by the application, without meeting with the applicant.

2. In no event shall the ARC deny a request for reasonable accommodation without the applicant being afforded an opportunity to meet with the ARC.

(c) If reasonably necessary to reach a determination on the request for reasonable accommodation, the ARC may, prior to the end of said thirty (30) day period, request additional information from the applicant, specifying in detail what information is required. The applicant shall have fifteen (15) days after the date of the request for additional information to provide such information. In the event a request for additional information is made, the thirty (30) day period to issue a written determination shall be stayed. The ARC shall issue a written determination within thirty (30) days after receipt of the additional information. If the applicant fails to provide the requested additional information within said fifteen (15) day period, the ARC shall issue a written determination within thirty (30) days after expiration of said fifteen (15) day period.

(d) The ARC is entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation may be

necessary because of a disability.

1. If an applicant's disability is obvious, or otherwise known to the ARC, and if the need for the requested accommodation is also readily apparent or known, then the ARC shall not request any additional information about the applicant's disability or the disability-related need for accommodation.
2. If the applicant's disability is known or readily apparent to the ARC, but the need for the accommodation is not readily apparent or known, the ARC may request only information that is necessary to evaluate the disability-related need for the accommodation.
3. If the applicant's disability is not obvious, the ARC may request reliable disability-related information that:
  - a. is necessary to verify that the person meets the definition of disability,
  - b. describes the needed accommodation, and
  - c. shows the relationship between the person's disability and the need for the requested accommodation.

(e) Information provided to ARC for a request for accommodation under this section, shall be kept confidential, as permitted by law. The Department shall provide written notice to the applicant, and any person designated by the applicant to represent the applicant in the application process, of any request received by the Department for disclosure of any information or documentation which the applicant submitted in applying for a reasonable accommodation pursuant to this section. The Department will provide reasonable cooperation with the applicant, to the extent allowed by law, in actions initiated by the applicant to oppose the disclosure of such information or documentation.

(5) Findings for Reasonable Accommodation.

(a) The following findings, while not exhaustive of all considerations and findings that may be relevant, shall be made before any action is taken to approve or deny a request for reasonable accommodation and shall be incorporated into the record relating to such approval or denial:

1. whether the accommodation requested may be necessary to afford one or more persons with disabilities equal opportunity to use and enjoy a specific dwelling;
  - a. to show that a requested accommodation is necessary;

there must be an identifiable relationship, or nexus, between the requested accommodation and the applicant's disability.

2. Whether the requested accommodation would impose undue financial or administrative burdens on the City;

(b) a request for reasonable accommodation, made pursuant to this section, shall be denied if it is found that:

1. the request for reasonable accommodation was not made by or on behalf of a person with a disability, or
2. there is no disability-related need for the accommodation, or
3. the requested reasonable accommodation is not reasonable.

a. A request for reasonable accommodation is not reasonable if:

- i. the requested reasonable accommodation would impose an undue financial or administrative burden on the City, or
- ii. the requested reasonable accommodation would require a fundamental alteration to the City's zoning regulations.

(c) When a request for reasonable accommodation is denied, reasonable efforts shall be made to cooperate with the applicant to provide an alternative reasonable accommodation that will address the applicant's disability-related needs without resulting in a fundamental alteration to the City's zoning regulations or the imposition of an undue financial and administrative burden on the City.

1. If, after reasonable efforts, an alternative reasonable accommodation is not approved, the applicant's request for a reasonable accommodation shall be denied.

(d) Findings made, whether approving or denying the request for reasonable accommodation, shall be in writing and shall state the grounds thereof. All written determinations shall give notice of the right to appeal. The notice of determination shall be sent to the applicant by certified mail, return receipt requested and by regular mail.

(6) Appeals.

- (a) Within thirty (30) days after the date the ARC mails a written adverse determination to the applicant, the applicant may appeal the adverse determination.
  - (b) Appeals shall be to the Board of Adjustment pursuant to Section 36-364. All determinations on appeal shall address and review the findings made by the ARC pursuant to this section.
  - (c) The Department shall provide reasonable assistance necessary to an applicant wishing to appeal a denial of a request for reasonable accommodation to the Board of Adjustment. The applicant is entitled to be represented at all stages of the proceedings identified in this Section by a person designated by the applicant.
- (7) *Fees.* The City shall not impose any fees or costs in connection with a request for reasonable accommodation under the provisions of this Section or an appeal of a denial of such request by the ARC. Nothing in this ordinance obligates the City to pay an applicant's attorney fees or costs.
- (8) *Stay of Enforcement.* While an application for reasonable accommodation or appeal of a denial of said application is pending, the City will not enforce the zoning ordinance against the applicant.
- (9) *Record-keeping.* The City shall maintain records of all oral and written requests submitted under the provisions of this Section, and the City's responses thereto, as required by state law.

**Exhibit B**

**RECORD OF PROCEEDINGS  
Planning and Zoning Commission March 3, 2016**

Reasonable Accommodation Amendments  
Citywide

**Applicant:** City of Springfield

Mr. Hosmer stated that this is a request to add a new section 36-336, Reasonable Accommodation Policy Procedure to Division 3, Subsection 1, Administration and Enforcement of the Zoning Ordinance. Planning and Zoning Commission initiated amendments to the off-street parking requirements and other related sections of the Zoning Ordinance to allow review and consideration for persons with disabilities at their meeting on October 3, 2013. The Federal Fair Housing Act requires the City to apply its regulations in a manner that does not discriminate against persons with disabilities. The City is required by Federal law to provide "reasonable accommodation", and Building Development Services currently applies that standard to requests received for modification to single-family dwellings for medical needs. The City has informally handled these on a case by case basis. The implementation of this procedure brings us into compliance with accepted practices. The proposed amendment will allow the Director of Building Development Services and/or the Administrative Review Committee (ARC) the ability to grant exemptions to the Zoning Ordinance requirements to make reasonable accommodations for persons with disabilities following the requirements.

These amendments will replace the current Administrative Ruling (2011) and City Council resolution (2004) that BDS currently uses in these situations. Any appeals of ARC's decisions would go to the Board of Adjustment for a public hearing.

Ms. Cox asked if all requests for reasonable accommodations have to be accompanied by an official statement, i.e., doctor, prescription, or other prescribed requirements that allow for that accommodation and how long is the process.

Mr. Hosmer stated that it would be on a case by case basis and would need to meet ADA requirements and the process could take as little as a few minutes.

Mr. Baird asked where the language came from.

Mr. Hosmer stated that Greene County had adopted a similar procedure, but the City has worked with the Law Department for the appropriate language.

Mr. Ray opened the public hearing.

No member of the public spoke.

Mr. Ray closed the public hearing.

**COMMISSION ACTION:**

Ms. Cox motions that we approve Reasonable Accommodation Amendments (Citywide). Mr. Baird seconded the motion. The motion **carried** as follows: Ayes: Ray, Doennig, Baird, Shuler, and Cox. Nays: None. Abstain: None. Absent: Cline, Rose, and Edwards



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Bob Hosmer, AICP  
Principal Planner

One-rdg. \_\_\_\_\_  
P. Hrngs.   X    
Pgs.   7    
Filed:   03-15-16  

Sponsored by:   Fisk  

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO.   2016- 061   GENERAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AMENDING Chapter 36 of the Springfield City Code, known as the Land Development  
2 Code, Article III, Zoning Regulations, Division 3, Administration,  
3 Enforcement, and Review, Subdivision II, Commissions and  
4 Boards, Section 36-350, Planning and Zoning Commission,  
5 subsection (1), Composition of Commission.  
6  
7

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

10 Note: Underlined language is to be added. ~~Stricken~~ language is to be removed.

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12  
13 Section 1 – Chapter 36 of the Springfield City Code, known as the Land  
14 Development Code, Article III, Zoning Regulations, Division 3, Administration,  
15 Enforcement, and Review, Subdivision II, Commissions and Boards, Section 36-350 is  
16 hereby amended as follows:

17  
18 Sec. 36-350. - Planning and zoning commission.

19  
20 (1) *Composition of commission.* The planning and zoning commission shall be  
21 constituted in accordance with Section 11.1, Article XI, Springfield City Charter.  
22 Members shall be appointed by the city council and shall serve without  
23 compensation. Members appointed on or after October 12, 2015, shall hold office  
24 for a term of four years. Members may be reappointed ~~for a maximum of two,~~  
25 ~~four year terms.~~ however, no person shall be appointed for more than two  
26 consecutive four-year terms. The commission shall elect a chairman from its  
27 appointed members.  
28

29 Section 2 – Savings Clause. Nothing in this ordinance shall be construed to  
30 affect any suit or proceeding now pending in any court or any rights acquired or liability  
31 incurred nor any cause or causes of action accrued or existing, under any act or  
32 ordinance repealed hereby, nor shall any right or remedy of any character be lost,  
33 impaired, or affected by this ordinance.

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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. The Council hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 4 – This ordinance shall be in full force and effect from and after passage.

Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_, City Clerk

Filed as Ordinance: \_\_\_\_\_

Approved as to form: Achalee T. Weder, Assistant City Attorney

Approved for Council action: Greg Burt, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 061**

FILED: 03-15-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To amend Subsection 36-350 (1) term limits for Planning and Zoning Commission. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

**ZONING ORDINANCE TEXT AMENDMENT – TERM LIMITS FOR PLANNING AND ZONING COMMISSION**

Planning and Zoning Commission initiated the amendments to the term limits for Planning and Zoning Commission at their meeting on February 4, 2016.

Currently, the Planning and Zoning Commission members shall be appointed for a maximum of two, four year terms (see attached Zoning Ordinance language).

Staff proposes removing the maximum two term limit. Currently there are no limits on the number of terms citizens may serve on some of the other City boards and commissions. This amendment will provide for consistency in term limits across City boards and commissions as well as eliminate the lifetime two-term limit for the Planning and Zoning Commission.

The Development Issues Input Group (DIIG), Downtown Springfield Association (DSA), Environmental Advisory Board (EAB) and all registered neighborhood associations were notified of these amendments and have made no objections to date.

Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner.

RECOMMENDATIONS:

The Planning and Zoning Commission held a public hearing on March 3, 2016, and recommended approval, by a vote of 5 to 0, of the proposed changes to the Zoning Ordinance described in "Exhibit A-2."

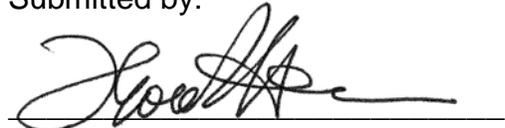
The Planning and Development Staff recommends approval of the proposed amendments on "Exhibit A-2."

FINDINGS FOR STAFF RECOMMENDATION:

1. The proposed amendments will bring the Planning and Zoning Commission term limits into compliance with other boards and commission membership in the City.

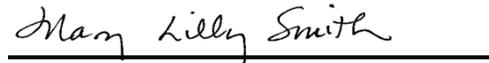
Staff recommends approval.

Submitted by:



Bob Hosmer, AICP Principal Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Greg Burris, City Manager

EXHIBITS:

- Exhibit A-1, Amendments to the term limits for Planning and Zoning Commission proposed changes redlined version
- Exhibit A-2, Amendments to the term limits for Planning and Zoning Commission final language after proposed changes
- Exhibit A-3, Amendments to the term limits for Planning and Zoning Commission existing language in Zoning Ordinance

## **EXHIBIT A-1**

### AMENDMENTS TO THE TERM LIMITS FOR PLANNING AND ZONING COMMISSION PROPOSED CHANGES TO ZONING ORDINANCE REDLINED VERSION

Note: Language to be added is underlined, language to be removed is ~~strikethrough~~

#### **Sec. 36-350. - Planning and zoning commission.**

(1) *Composition of commission.* The planning and zoning commission shall be constituted in accordance with Section 11.1, Article XI, Springfield City Charter. Members shall be appointed by the city council and shall serve without compensation. Members appointed on or after October 12, 2015, shall hold office for a term of four years. Members may be reappointed ~~for a maximum of two, four-year terms.~~ , however, no person shall be appointed for more than two consecutive four-year terms. The commission shall elect a chairman from its appointed members.

## **EXHIBIT A-2**

### AMENDMENTS TO THE TERM LIMITS FOR PLANNING AND ZONING COMMISSION FINAL LANGUAGE AFTER PROPOSED CHANGES

#### **Sec. 36-350. - Planning and zoning commission.**

(1) *Composition of commission.* The planning and zoning commission shall be constituted in accordance with Section 11.1, Article XI, Springfield City Charter. Members shall be appointed by the city council and shall serve without compensation. Members appointed on or after October 12, 2015, shall hold office for a term of four years. Members may be reappointed, however, no person shall be appointed for more than two consecutive four-year terms. The commission shall elect a chairman from its appointed members.

## **EXHIBIT A-3**

### AMENDMENTS TO THE TERM LIMITS FOR PLANNING AND ZONING COMMISSION EXISTING LANGUAGE IN ZONING ORDINANCE

#### **Sec. 36-350. - Planning and zoning commission.**

*(1) Composition of commission.* The planning and zoning commission shall be constituted in accordance with Section 11.1, Article XI, Springfield City Charter. Members shall be appointed by the city council and shall serve without compensation. Members appointed on or after October 12, 2015, shall hold office for a term of four years. Members may be reappointed for a maximum of two, four-year terms. The commission shall elect a chairman from its appointed members.

One-rdg. \_\_\_\_\_  
P. Hrngs.   X    
Pgs.   7    
Filed:   03-15-16  

Sponsored by:   Fulnecky  

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO.   2016- 062  

GENERAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AMENDING Chapter 36 of the Springfield City Code, known as the Land Development  
2 Code, Article III, Zoning Regulations, Division 3, Administration,  
3 Enforcement, and Review, Subdivision II, Commissions and Boards,  
4 Section 36-353, Landmarks Board by amending subsection (3), Terms  
5 of membership.  
6  
7

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

10 Note: Underlined language is to be added. ~~Stricken~~ language is to be removed

11  
12  
13 Section 1 – Chapter 36 of the Springfield City Code, known as the Land  
14 Development Code, Article III - Zoning Regulations, Division 3 - Administration,  
15 Enforcement, and Review, Subdivision II - Commissions and Boards, Section 36-353  
16 Landmarks board, Subsection (3), Terms of Membership, is hereby amended as  
17 follows:

18 Sec. 36-353. - Landmarks board.

19  
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21 (3) *Terms of membership.* Each board member may shall serve a ~~maximum of~~  
22 ~~two, three-year terms.~~ Members may be reappointed; however, no person shall  
23 be appointed for more than two consecutive three-year terms. Members may  
24 also be appointed to fill the remainder of vacant terms.  
25

26 Section 2 – Savings Clause. Nothing in this ordinance shall be construed to  
27 affect any suit or proceeding now pending in any court or any rights acquired or liability  
28 incurred nor any cause or causes of action accrued or existing, under any act or  
29 ordinance repealed hereby, nor shall any right or remedy of any character be lost,  
30 impaired, or affected by this ordinance.  
31

32 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or  
33 phrase of this ordinance is for any reason held to be invalid, such decision shall not

34 affect the validity of the remaining portions of this ordinance. The Council hereby  
35 declares that it would have adopted the ordinance and each section, subsection,  
36 sentence, clause, or phrase thereof, irrespective of the fact that any one or more  
37 sections, subsections, sentences, clauses, or phrases be declared invalid.

38  
39 Section 4 – This ordinance shall be in full force and effect from and after  
40 passage.

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42  
43 Passed at meeting: \_\_\_\_\_

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45 \_\_\_\_\_  
46 Mayor

47  
48 Attest: \_\_\_\_\_, City Clerk

49  
50 Filed as Ordinance: \_\_\_\_\_

51  
52 Approved as to form: Richard T. Widen, Assistant City Attorney

53  
54 Approved for Council action: Greg Burt, City Manager

## EXPLANATION TO COUNCIL BILL NO: 2016- 062

FILED: 03-15-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To amend Subsection 36-353 (3) term limits for Landmarks Board members. (Staff and Planning and Zoning Commission recommend approval.)

### BACKGROUND INFORMATION: ZONING ORDINANCE TEXT AMENDMENT – TERM LIMITS FOR LANDMARKS BOARD MEMBERS

Planning and Zoning Commission initiated the amendments to the terms limits for Landmarks Board members at their meeting on February 4, 2016.

Currently, Landmarks Board members may serve a maximum of two, three-year terms (see attached Zoning Ordinance language).

Staff proposes removing the maximum two term limits. Currently there is no limit on the number of terms citizens may serve on some City boards and commissions. This amendment will provide for consistency in term limits across City boards and commissions as well as eliminate the lifetime two-term limit.

The Development Issues Input Group (DIIG), Downtown Springfield Association (DSA), Environmental Advisory Board (EAB) and all registered neighborhood associations were notified of these amendments and have made no objections to date.

Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner.

### RECOMMENDATIONS:

The Planning and Zoning Commission held a public hearing on March 3, 2016, and recommended approval, by a vote of 5 to 0, of the proposed changes to the Zoning Ordinance described in “Exhibit A-2.”

The Planning and Development Staff recommends approval of the proposed amendments on “Exhibit A-2.”

### FINDINGS FOR STAFF RECOMMENDATION:

1. The proposed amendments will bring the Landmarks Board term limits into compliance with other boards and commission membership in the City.

REMARKS:

Staff recommends approval.

Submitted by:

  
\_\_\_\_\_  
Bob Hosmer, AICP Principal Planner

Recommended by:

  
\_\_\_\_\_  
Mary Lilly Smith, Director

Approved by:

  
\_\_\_\_\_  
Greg Burris, City Manager

EXHIBITS:

Exhibit A-1, Amendments to the term limits for landmarks board members proposed changes redlined version

Exhibit A-2, Amendments to the term limits for landmarks board members final language after proposed changes

Exhibit A-3, Amendments to the term limits for Landmarks Board members existing language in Zoning Ordinance

## **EXHIBIT A-1**

### AMENDMENTS TO THE TERM LIMITS FOR LANDMARKS BOARD MEMBERS PROPOSED CHANGES TO ZONING ORDINANCE REDLINED VERSION

Note: Language to be added is underlined, language to be removed is ~~striketrough~~

#### **Sec. 36-353. - Landmarks board.**

(3) *Terms of membership.* Each board member ~~may~~ shall serve a ~~maximum of two,~~ three-year terms. Members may be reappointed, however; no person shall be appointed for more than two consecutive three-year terms. Members may also be appointed to fill the remainder of vacant terms.

## **EXHIBIT A-2**

### AMENDMENTS TO THE TERM LIMITS FOR LANDMARKS BOARD MEMBERS FINAL LANGUAGE AFTER PROPOSED CHANGES

#### **Sec. 36-353. - Landmarks board.**

*(3) Terms of membership.* Each board member shall serve a three-year term. Members may be reappointed; however, no person shall be appointed for more than two consecutive three-year terms. Members may also be appointed to fill the remainder of vacant terms.

## **EXHIBIT A-3**

### AMENDMENTS TO THE TERM LIMITS FOR LANDMARKS BOARD MEMBERS EXISTING LANGUAGE IN ZONING ORDINANCE

#### **Sec. 36-353. - Landmarks board.**

(3) *Terms of membership.* Each board member may serve a maximum of two, three-year terms. Members may also be appointed to fill the remainder of vacant terms.

One-rdg. \_\_\_\_\_  
P. Hrngs.  X   
Pgs.  61   
Filed:  03-15-16

Sponsored by:  Schilling

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO.  2016- 063

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 DECLARING the area generally located along the east side of South Market Avenue,  
2 between West Mount Vernon Street and West Harrison Street, as a  
3 blighted area pursuant to the Land Clearance for Redevelopment  
4 Authority Law. (The Land Clearance for Redevelopment Authority (LCRA)  
5 recommends denial. Staff recommends approval.)  
6  
7

8 WHEREAS, the City, pursuant to Section 99.300, RSMo, et seq., (the "Act") has  
9 duly created the LCRA of the City of Springfield, Missouri, (the "Authority") and vested  
10 in `said Authority the powers authorized by State law; and  
11

12 WHEREAS, the Authority is authorized by the Act to prepare development plans  
13 for the elimination of slums and urban blight and to improve social and economic  
14 conditions; and  
15

16 WHEREAS, a Blight Report dated February 17, 2016, attached hereto and  
17 incorporated herein as "Attachment 1," has been prepared and submitted to the  
18 Authority for their consideration; and  
19

20 WHEREAS, City staff recommended to the Authority to declare the area  
21 generally located along the east side of South Market Avenue, between West Mount  
22 Vernon Street and West Harrison Street as blighted; and  
23

24 WHEREAS, after duly considering the Blight Report, the Board of  
25 Commissioners of the Authority recommended denial of a declaration of blight at its  
26 meeting of March 1, 2016, with a vote of 3 in favor of recommending denial of the  
27 declaration of blight and 0 against; and  
28

29 WHEREAS, City Council held a public hearing on March 21, 2016, for which  
30 notice was properly given in accordance with Section 99.430.1(8), RSMo, and all  
31 interested parties, including affected political subdivisions, were given the opportunity to  
32 be heard on such request; and  
33

34 WHEREAS, City Council, after all interested parties were given an opportunity to  
35 be heard, has elected to approve a declaration of blight for the area generally located  
36 along the east side of South Market Avenue, between West Mount Vernon Street and  
37 West Harrison Street.

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

41  
42 Section 1 – It is hereby found, determined, and declared that the area generally  
43 located along the east side of South Market Avenue, between West Mount Vernon  
44 Street and West Harrison Street and more particularly described in the Blight Report  
45 attached as “Attachment 1,” which is incorporated herein by reference, contains and has  
46 a predominance of insanitary or unsafe conditions, deterioration of site improvements,  
47 obsolete platting, the existence of unsafe conditions which endanger life or public health  
48 including the danger of fire, and generally insanitary, blighted, deteriorated real estate  
49 as described in the Act for the reasons set forth in said Blight Report, and that the area  
50 is therefore blighted.

51  
52 Section 2 – City Council is cognizant of the requirement of the Act pertaining to a  
53 workable program for community improvement by utilizing public and private resources  
54 to eliminate and prevent slums and the spread of blight within the City.

55  
56 Section 3 - Therefore, this ordinance shall be in full force and effect from and  
57 after 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: Achalee J. Weder, Assistant City Attorney

69  
70 Approved for Council action: Greg B. Smith, City Manager

## EXPLANATION TO COUNCIL BILL NO. 2016- 063

FILED: 03-15-16

ORIGINATING DEPARTMENT: Planning and Development

**PURPOSE:** To adopt an ordinance declaring an area generally located along the east side of South Market Avenue between West Mount Vernon Street and West Harrison Street a blighted area, pursuant to Sections 99.300-99.715, RSMo, of the Land Clearance for Redevelopment Authority Law (LCRA Law). (The Land Clearance for Redevelopment Authority (LCRA) recommends denial. Staff recommends approval.)

**BACKGROUND:** In December 2015, WPV, LLC (the “Applicant”) acquired a 0.197 acre parcel of land generally located along the east side of South Market Avenue between West Mount Vernon Street and West Harrison Street (616 South Market Avenue) with the intent of redeveloping it for low-density multi-family residential use. The property is currently occupied by a dilapidated three-unit apartment building that was originally constructed in 1888 as a single-family residential structure. It has a well-documented history of nuisance complaints and code violations, which include broken windows and doors, vermin, trash, tall weeds, and squatters. The prevalence and severity of such violations have resulted in the City declaring the property a dangerous building and issuing an abatement order requiring the property to be demolished by no later than May 3, 2016.

The Applicant plans to submit a redevelopment plan pursuant to Sections 99.300-99.715, RSMo, the LCRA Law, in order to facilitate redevelopment of the subject property. The LCRA Law provides incentives to encourage investment and the removal of blight within Council-approved redevelopment areas. Pursuant to the Law, the LCRA may authorize partial real property tax abatement for projects that conform to an approved redevelopment plan and are located within an area that City Council has declared as blighted. Partial real property tax abatement is based on 100% of the increase in the assessed value of land and improvements for 10 years.

The Applicant is currently in the process of preparing the redevelopment plan for the subject property and acquiring the necessary permits and approvals for the pending demolition, as ordered by the City. In the meantime, the Applicant has submitted a blight report for the subject property “Attachment 1,” and requests that it be declared a blighted area.

Section 99.320 (3), RSMo defines a “blighted area” as:

*An area which, by reason of the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence*

*of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use.*

The blight report provides evidence, including photographs and documentation of ongoing City code enforcement, to support a designation of blight. It identifies instances of deterioration of site improvements, insanitary and unsafe conditions, and conditions that endanger life or property by fire or other causes. The report claims the presence of these conditions retards the provision of housing accommodations and constitutes an economic and social liability and a menace to the public health, safety, morals, and welfare.

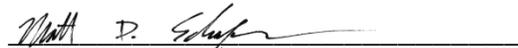
The LCRA reviewed the blight report at their March 1, 2016 meeting and recommended against declaring this area a blighted area by a vote of 3 to 0. The LCRA recommended denial primarily on the basis that the property can be deemed "vacant land," since the structure is scheduled for demolition by May 3, 2016 as per the City's abatement order, and the Applicant acquired the property knowing that the building would soon be demolished.

Staff believes the blight report sufficiently demonstrates that subject property meets the definition of a blighted area in its present condition and use, as the statute requires. The fact that the City has declared it a dangerous building and ordered it to be demolished further reinforces the claim that it is blighted. The demolition order must be carried out at the property owner's expense, just like the demolitions of many other dilapidated structures, which take place after blight designations are approved by City Council. Such demolition is often necessary to facilitate redevelopment, which is the intent of the LCRA.

This Bill supports the following *Field Guide 2030* goal(s): Chapter 3, Economic Development; Major Goal 7, Continue the development and revitalization of center city Springfield.

REMARKS: The LCRA recommends denial. Staff recommends approval.

Submitted by:



Matt D. Schaefer  
Senior Planner

  
\_\_\_\_\_  
Mary Lilly Smith  
Director, Planning and Development

  
\_\_\_\_\_  
Greg Burris  
City Manager

**Attachment 1**

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**BLIGHT REPORT**  
**FOR 616 SOUTH MARKET Ave.**  
**SPRINGFIELD, MISSOURI**

February 17, 2016

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**BLIGHT REPORT**

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**Blight Report**  
**for 616 South Market**

**I. General:**

The Land Clearance for Redevelopment Authority Law (the “LCRA Law”) is set forth in Sections 99.300 through 99.660 of the Missouri Revised Statutes and was enacted in 1951 to help local municipalities eradicate “blighted areas” in the community and to encourage rehabilitation and redevelopment of those areas by private enterprise. Through the LCRA Law, municipalities and private citizens are able to work together to achieve the goal of fostering economic opportunities and improving property values in cities throughout Missouri.

The LCRA Law defines “blighted area” as an area which, by reason of the predominance of (1) defective or inadequate street layout, (2) insanitary or unsafe conditions, (3) deterioration of site improvements, (4) improper subdivision or obsolete platting, or (5) the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, (a) hinders the provision of housing accommodations, (b) constitutes an economic or social liability, or (c) constitutes a menace to the public health, safety, morals, or welfare in its present condition and use.<sup>1</sup> Missouri courts have determined that a finding of blight is proper where, when considering an area in its present condition and use, a predominance of factors listed in the first half of Section 99.320(3) above results in one of the circumstances named in the second half of this Section.<sup>2</sup>

**II. Introduction:**

This Blight Report for 616 South Market Ave., Springfield, Missouri 65806 (the “Property”) is being submitted by WPV, LLC, a Missouri limited liability company (the “Developer”), for the purpose of demonstrating that the Property should be declared blighted pursuant to the LCRA Law. This Blight Report will demonstrate that the Property is a “blighted area” under the LCRA Law due to the predominance of (1) deterioration of site improvements; (2) insanitary and unsafe conditions; and (3) the existence of conditions which endanger life and property by fire or other causes. Because of the aforementioned conditions, the Property constitutes an economic and social liability and a menace to the public health, safety, morals, and welfare in its present condition and use.

**III. Background:**

In December 2015, the Developer acquired the Property and improvements. The Developer will remediate blight and redevelop the area. There is one aging residential structure located on the Property (the “House”). The House was constructed in 1888 and consists of approximately 2,000 square feet. Prior to the Developer’s ownership, the House was an income producing rental property and subdivided into a triplex, but has been vacant since approximately December 2014.

<sup>1</sup> See Mo. Rev. Stat. § 99.320(3).

<sup>2</sup> See *Land Clearance for Redevelopment Auth. of City of St. Louis v. Inserra*, 284 S.W.3d 641, 647-48 (Mo. App. E.D. 2009).

Although the Property is not currently blighted, the Property lies immediately adjacent to the South Central “A” Urban Renewal Area. This Urban Renewal Area has been blighted since 1964 when pursuant to Resolution No. 4282, the Springfield City Council (the “City Council”) blighted an area generally bounded on the south by East Grand Street, on the east generally by the back lot lines of properties that face South Kimbrough Avenue, on the north by the Downtown Redevelopment Plan Area (with some portions that overlap), and on the west by South Market Avenue and then South Campbell Avenue. The City Council reaffirmed the blight for the Blighted Area pursuant to Resolution No. 4794 which was adopted in 1967. This Area includes the property immediately to the north of the Property, 424 W. Mount Vernon Street, and the properties immediately to the east of the Property, including 617 S. Campbell Avenue and 621 S. Campbell Avenue.

In addition to the close proximity of the Property to the blighted area within the South Central “A” Urban Renewal Area, less than a block to the south of the Property is the Grant Avenue Playground Urban Renewal Area. The Grant Avenue Playground Urban Renewal Area, which is generally bounded by W. State Street to the north, W. Grand Street to the south, S. Patton Avenue to the west, and S. Douglas Avenue to the west, was blighted in 1968 pursuant to Resolution No. 4909 and reaffirmed in 1976 pursuant to Special Ordinance No. 17406.

#### **IV. Property Description:**

The Property is approximately 0.1970 acres located on S. Market Ave., south of Mt. Vernon Street and north of Harrison Street. A map identifying the Property is attached hereto and incorporated herein as **Exhibit A** and the Property is legally described on **Exhibit B** attached hereto and incorporated herein.

#### **V. Evidence in Support of Blight:**

The Property is made up of one tract of land that is zoned Residential Low Density (R-LD) and consists of the vacant House. In addition to the close proximity of the Property to the blighted areas within the South Central “A” Urban Renewal Area and the Grant Avenue Playground Urban Renewal Area, the City of Springfield has recognized the decrepit state of the House. Chris Straw, Director of Building Development Services, notified the Developer in an Abatement Order dated December 30, 2015 (the “Abatement Order”) <sup>3</sup>, that the House “is detrimental to city residents’ health, safety, or welfare and is a public nuisance.” Because the House is in such bad shape, the Abatement Order requires the demolition of the House by May 3, 2016.

Several additional factors evidencing the Property as a “blighted area” under section 99.320(3) of the Missouri Revised Statutes are discussed in detail below. Photographs demonstrating some of these factors are included in the Property Inspection Report (defined herein).

<sup>3</sup> The Notice of Public Nuisance and Order of Abatement is attached hereto as Exhibit C and Findings of Fact, Conclusions of Law and Order is attached hereto as Exhibit D.

A. *Deterioration of Site Improvements.*

In general, deterioration refers to any physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair. Deterioration may be evident in basically sound buildings containing minor defects, such as lack of painting, loose or missing floor tiles or ceiling panels, or holes and cracks over limited areas. Deterioration which is not easily curable and which cannot be accomplished in the course of normal maintenance includes defects in primary and secondary building components. Primary building components include the foundation, exterior walls, floors, roof, wiring, etc. Secondary building components include doors, windows, frames, fascia materials, etc. Deterioration of sidewalks, parking areas, and other similar site improvements is evidenced by settled areas, gravel sections, cracks, overgrowth, or depressed curb areas.

As reflected by the Property Inspection Report February 2, 2016 and prepared by A-1 Home Inspection (the "Property Inspection Report"),<sup>4</sup> the Property as a whole suffers from deterioration, which is exhibited by defects in both primary and secondary building components.

For example, the foundation exhibits areas of deterioration and signs of past water intrusion and requires repair.<sup>5</sup> Other primary building components of the House show similar signs of deterioration. The roof is "badly deteriorated and shingles are beyond their normal life" requiring replacement.<sup>6</sup> Holes are present throughout areas of the floor, and require immediate repair for safety purposes.<sup>7</sup> Moreover, the House contains active knob and tube wiring and exposed wiring is present throughout.<sup>8</sup> Secondary building components are in a similar state of disrepair as the main level exterior door has been damaged beyond repair<sup>9</sup>, every window is damaged and has broken glass requiring replacement<sup>10</sup>, and the sidewalk is "badly damaged & deteriorated."<sup>11</sup>

B. *Unsanitary/ Unsafe Conditions.*

In addition to the general physical deterioration discussed above, the Property is also afflicted with a variety of insanitary and unsafe conditions. There is evidence of water damage in the House.<sup>12</sup> The dampness and moisture evidenced by the stains inside the Houses have likely facilitated the growth of mold which requires cleaning/removal by a professional.<sup>13</sup>

The basement stairs have insufficient railing, requiring the addition of covering/balusters for safety<sup>14</sup>. The hot water heater in the House also exhibits unsafe conditions, including cut

<sup>4</sup> The Property Inspection Report is attached hereto and incorporated herein as Exhibit E.

<sup>5</sup> Property Inspection Report at 8.

<sup>6</sup> Property Inspection Report at 11.

<sup>7</sup> Property Inspection Report at 24.

<sup>8</sup> Property Inspection Report at 18-19.

<sup>9</sup> Property Inspection Report at 21.

<sup>10</sup> Property Inspection Report at 21.

<sup>11</sup> Property Inspection Report at 4.

<sup>12</sup> Property Inspection Report at 8, 22, 25.

<sup>13</sup> Property Inspection Report at 10.

<sup>14</sup> Property Inspection Report at 10.

supply and gas lines, and a displaced flue pipe which will require significant repair.<sup>15</sup> The sewer lines in portions of the House are open and exposed.<sup>16</sup>

In addition, the House exhibits peeling, holes, cracks and other defects in the siding.<sup>17</sup> Dirt, insects, and vermin can enter the House through such openings, creating insanitary conditions. In addition, the House contains trash and debris<sup>18</sup> contributing to the insanitary condition of the structure and creating a potential fire hazard.

Furthermore, there is no furnace in the House, as it appears to have been stolen.<sup>19</sup> All supply and return vent piping has also been removed from the property.<sup>20</sup> Significant construction would be necessary to use any type of utility service at the House.

C. *Conditions that Endanger Life or Property by Fire or other Causes.*

Endangerment by fire and other causes is typically prevalent in structures below minimum building code standards. Such code standards include building, property maintenance, fire, environmental or other governmental codes applicable to a particular property. The principal purpose of such codes is to require buildings to be constructed and maintained so that they will have the capacity to support the type of occupancy and necessary fire and similar hazard protection or to establish the minimum standards essential for safe and sanitary use, occupation, and/or habitation.

The Property exhibits several conditions that may endanger life or property. As noted above, there are visible materials in the House showing mold/fungal growth. In addition, the exterior of the walls may contain lead paint.<sup>21</sup> Since the House was constructed long before 1978 when the use of lead based paint was banned in the United States, it is likely that layers of lead based paint are present. Lead is a highly toxic metal that may cause a range of health problems, especially in young children. When lead is absorbed into the body, it can cause damage to the brain and other vital organs, like the kidneys, nerves and blood.

The House also contains active knob and tube wiring.<sup>22</sup> Knob and tube was an early method of electrical wiring in buildings in North America from about 1880 to the 1940s. It is an ungrounded system, which creates a risk of electrical shock or fire. Today, this system is considered obsolete and can be a safety hazard, especially when improper modifications are made to the wiring. Due to the risk of fire associated with knob and tube wiring, many insurance companies will not insure houses containing this type of wiring. To fully eliminate these dangers, all of the existing knob and tub wiring must be removed and new wiring installed.

<sup>15</sup> Property Inspection Report at 15.

<sup>16</sup> Property Inspection Report at 14.

<sup>17</sup> Property Inspection Report at 5.

<sup>18</sup> Property Inspection Report at 9.

<sup>19</sup> Property Inspection Report at 15.

<sup>20</sup> Property Inspection Report at 16.

<sup>21</sup> Property Inspection Report at 5.

<sup>22</sup> Property Inspection Report at 18-19.

In addition to the dangerous disrepair of the House, it is also known to be frequently occupied by certain homeless individuals.<sup>23</sup> Combined with the unsanitary conditions of the House and the absence of utility services therein, the presence of these individuals makes the House highly susceptible to fire.

## **VI. Impact of the Property's Blighted Conditions:**

Missouri law only requires that the current condition of a property produce one (1) of the three (3) following circumstances for a finding of blight: (1) it hinders the provision of housing accommodations, (2) it constitutes an economic or social liability, or (3) it is a menace to public health, safety, morals, and welfare. However, the combination of blighting factors plaguing the Property creates all three (3) of these circumstances.

The Property, which consists of a single vacant structure, a structure which the City has required its demolition, is significantly underutilized. This underutilization prevents the area from being used to maximize the number of residents who may live in the area. Because of the single-family structure located within the Property, the Property is incapable of supporting its highest and best use, which due to its proximity to MSU and downtown Springfield, is higher density housing. This hinders the provision of the housing accommodations that the area is capable of supporting, which in turn creates an economic liability for the City in that the Property is not generating the amount of taxes that it could otherwise produce. It also drastically limits the number of residents who could otherwise live within the area and contribute to the area's level of activity and growth.

The insanitary/unsafe site conditions present in the Property, which include mold, defective heating elements, and extensive dirt and debris create the potential to negatively impact the health, safety, and welfare of the public, which is specifically recognized in the Abatement Order. The presence of hazardous conditions, such as lead paint, mold, outdated knob and tube wiring, and open doors and windows poses a serious menace to public safety and health. Each of these factors contribute to the economic and social liability created by the area in that they cause a risk of physical injury to the City's citizens and damage to surrounding property. Furthermore, the downtrodden and deteriorated site conditions and underutilization of the Property diminish the public morale and welfare with respect to the perception of this portion of the City.

Due to the condition and layout of the Property, substantial capital investment will be necessary to remove the House and redevelop the area with multi-family housing. Without such an investment, the Property will further deteriorate and its economic efficiency will continue to decline and become an even greater liability to the economic independence of the City. This underutilization combined with the unsafe conditions in the Property hampers the economic vitality of the City by failing to generate property tax revenues for the City to its full potential and significantly limiting the number of people who can reside in the Property.

<sup>23</sup> A copy of the Service Call Report from Building Development Services dated August 20, 2015, is attached hereto and incorporated herein as Exhibit F.

## **VII. Conclusion:**

Due to the predominance of insanitary and unsafe conditions, deterioration of site improvements, and the existence of conditions that endanger life and property by fire and other causes, the Property hinders the provision of housing accommodations, constitutes an economic and social liability, and is a menace to the public health, safety, morals, and welfare in its present condition and use. The Property qualifies as a "blighted area" as defined in section 99.320(3) of the Missouri Revised Statutes. Accordingly, the City of Springfield should declare the Property a blighted area which will in turn help to facilitate rehabilitating and renewing this portion of the City.

# Exhibit A - Map of Property



- Map of Property

## EXHIBIT B – LEGAL DESCRIPTION

A TRACT OF LAND BEING A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 23. TOWNSHIP 29 NORTH, RANGE 22 WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT AN EXISTING IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF MT. VERNON STREET AND THE EAST RIGHT OF WAY LINE OF SAID MARKET AVENUE; THENCE SOUTH, 149.85 FEET (150.00 FEET DEEDED), ALONG THE EAST RIGHT OF WAY LINE OF SAID MARKET AVENUE, TO AN IRON PIN FOR A POINT OF BEGINNING; THENCE EAST AT A 91°09'41" ANGLE LEFT FROM THE LAST DESCRIBED COURSE, 155.00 FEET, TO AN IRON PIN; THENCE SOUTH, PARALLEL TO THE EAST RIGHT OF WAY LINE OF SAID MARKET AVENUE, 55.00 FEET, TO AN IRON PIN; THENCE WEST 155.00 FEET, TO AN IRON PIN ON THE EAST RIGHT OF WAY LINE OF SAID MARKET STREET; THENCE NORTH ALONG SAID EAST RIGHT OF WAY LINE OF MARKET STREET, 54.62 FEET, TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD. ALL IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MO.

EXHIBIT C – NOTICE OF PUBLIC NUISANCE AND ORDER OF ABATEMENT



NOTICE OF PUBLIC NUISANCE AND ORDER OF ABATEMENT  
(Springfield City Code § 26-65)

October 20, 2015

Kendrick Properties LLC  
1703 Windmill Way  
Republic, MO 65738-2622



RE: 616 S. MARKET AVE.  
SVC2015-06186

The building or structure at the above-stated property violates Springfield’s “Dangerous, Blighted, and Nuisance Building Code” (Springfield City Code §§ 26-61 through 26-84) because of these conditions:

1. Structure is vacant and open at doors and windows.
2. Structure boarded without required permit.

These conditions are detrimental to city residents’ health, safety, or welfare and are a public nuisance. Specifically, these conditions violate the following paragraphs under *Springfield City Code § 26-62*:

*26-62(5)* Those which are unoccupied and are open at door, window, wall or roof. As used herein an "unoccupied" building is one which is not being continuously and lawfully inhabited for residential or any non-residential purpose. As used herein an unoccupied building is "open" at door, window, wall or roof when, because of removal, breakage, deterioration, destruction, or disrepair of original or replacement materials, the interior has become exposed to the elements or has become accessible for entry by animals, trespassers or others acting without the building owner's consent.

*26-62(13)* Those boarded buildings, as defined by Section 36-1218 of the Springfield City Code, that do not have a valid boarded building permit issued by the City of Springfield in accordance with Section 36-1229.

All of the above conditions must be corrected in accordance with all adopted building codes and ordinances. **Permits are required prior to any work done to correct these violations. The minimum permit fee will be \$200.00.**

You must:

- a) obtain a permit if you choose to recondition or repair your building or structure; or
- b) apply for a permit if you choose to demolish your building or structure.

Additional permits may be required.

**Department of Building Development Services**  
840 Boonville Avenue, P.O. Box 8368 • Springfield, Missouri 65801  
417-864-1059 • Fax: 417-864-2042 • springfieldmo.gov



Notice of Public Nuisance and Order of Abatement

Re: 616 S. MARKET AVE.

October 20, 2015

Page 2

(Property owners may obtain building permits, but only licensed, certified contractors may obtain electrical, plumbing, and mechanical permits.)

Once you have the permit(s), you must begin reconditioning; repairing, or removing these conditions by **December 4, 2015**, and you must proceed continuously, without unnecessary delay. If you don't, an Administrative Hearing will be held in accordance with *Springfield City Code §§ 26-68*.

The structure must remain vacant until all of the above conditions are abated.

A "Notice of Administrative Hearing Affecting Real Estate" has been recorded in the Greene County Recorder's Office, which could have an effect on any future sale of the property.

Respectfully,



Bruce Gorman  
Building Inspector

Notice of Public Nuisance and Order of Abatement

Re: 616 S. MARKET AVE.

October 20, 2015

Page 3

Cc: Houston M. Kendrick  
(Borrower on DOT @ 2844/201)  
9385 N. Springfield Valley Dr.  
Pleasant Hope, MO 65725

Malinda K. Kendrick  
(Borrower on DOT @ 2844/201)  
9385 N. Springfield Valley Dr.  
Pleasant Hope, MO 65725

Gary E. Bishop  
(Trustee on DOT @ 2844/201)  
1112 E. Walnut St.  
Springfield, MO 65801-1072

Guaranty Federal Savings Bank  
(Lender on DOT @ 2844/201)  
1341 W. Battlefield  
Springfield, MO 65807

Mackenzie Kay Kendrick  
(Beneficiary Deed @ 2934/2471)  
1714 Windmill Way  
Republic, MO 65738

BG:ce

EXHIBIT D – FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

December 30, 2015

WPV LLC  
Philip Wieneke, Registered Agent  
PO Box 2903  
Springfield, MO 65801

RE: 616 S. MARKET AVE.  
SVC2015-06186

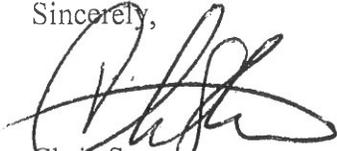
The Abatement Order, including Findings of Fact and Conclusions of Law, for the above-referenced property is enclosed. Please keep in mind that this order is based on the evidence provided on the day of the hearing. Since then, you may have already started or finished the work required to comply with this order.

**Please read this order carefully and thoroughly.** It sets out compliance time frames and it lets you know what will happen to your property if you do not comply with this order.

Before you start any work, you must obtain all necessary permits. Property owners may get building permits, but only licensed, certified contractors can get electrical, plumbing, and mechanical permits. Demolition permits have a waiting period.

If you have any questions or do not understand the order, please contact Christi Edwards at 417-864-1068 before the end of your compliance time.

Sincerely,



Chris Straw  
Hearing Officer

## FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

---

I, Chris Straw, am the Department of Building Development Services hearing officer in this case. I held a public hearing to determine whether the structure(s) or building(s) at 616 S. MARKET AVE., Springfield, Missouri is detrimental to city residents' health, safety, or welfare and is a public nuisance. I held the Hearing in Room #152 in Building Development Services, in the Busch Municipal Building, 840 Boonville Avenue, Springfield, Missouri I held the hearing at 3:00 PM on December 17, 2015. I made the following findings of fact, conclusions of law, and order.

### FINDINGS OF FACT

1. BDS Clerk Susan Smith mailed a "Notice of Public Nuisance and Order of Abatement" on October 20, 2015:
  - a. by certified mail;
  - b. to owners of, and parties interested in, the above-stated structure(s) or building(s); and,
  - c. at the addresses shown on the above-stated notices.
2. BDS Clerk Susan Smith mailed a "Notice of Hearing" on October 20, 2015:
  - a. by certified mail;
  - b. to owners of, and parties interested in, the above-stated structure(s) or building(s); and,
  - c. at the addresses shown on the above-stated notices.
3. For those certified mailings that came back "unclaimed" or that the post office could not otherwise deliver:

- a. BDS Clerk Susan Smith again mailed the "Hearing Notice" and "Notice of Public Nuisance and Order of Abatement":
    - 1) by regular mail;
    - 2) to owners of, and parties interested in, the above-stated structure(s) or building(s); and,
    - 3) at the addresses shown on the above-stated notices; and,
  - b. BDS Inspector Bruce Gorman posted the above-stated structure with the Notice to Abate and Hearing Notice.
4. BDS Inspector Bruce Gorman posted the above-stated structure or building with a "Dangerous Building Warning" placard on September 16, 2015.
  5. The building or structure at 616 S. MARKET AVE. has these conditions:
    - a) Structure is vacant and open at doors and windows.
    - b) Structure boarded without required permit.
  6. In the above-stated notices, BDS Inspector Bruce Gorman ordered the above-stated property owners to:
    - a. Begin reconditioning, repairing, or removing the conditions listed in paragraph 5 by December 4, 2015; and,
    - b. Proceed continuously, without unnecessary delay; and,
  7. Nobody has corrected all the conditions listed in paragraph 5 above.

#### CONCLUSIONS OF LAW

- A. BDS's mailings and property postings gave owners and interested parties proper notice. *Springfield City Code § 26-65*. The notice afforded them due process of law.
- B. BDS substantially followed proper procedure throughout this case under *Springfield City Code Chapter 26, Article III, §§26-61 through 26-78* and *Rev. Mo. Stat. §§67.400 et seq.*

C. The conditions listed in paragraph 5 above are detrimental to city residents' health, safety, or welfare and are a public nuisance. Specifically, the building(s) or structure(s) at the above stated property violate(s) the following code provisions:

26-62(5) Those which are unoccupied and are open at door, window, wall or roof. As used herein an "unoccupied" building is one which is not being continuously and lawfully inhabited for residential or any non-residential purpose. As used herein an unoccupied building is "open" at door, window, wall or roof when, because of removal, breakage, deterioration, destruction, or disrepair of original or replacement materials, the interior has become exposed to the elements or has become accessible for entry by animals, trespassers or others acting without the building owner's consent.

26-62(13) Those boarded buildings, as defined by Section 36-1218 of the Springfield City Code, that do not have a valid boarded building permit issued by the City of Springfield in accordance with Section 36-1229.

D. BDS Inspector Bruce Gorman's abatement order was reasonable and within *Springfield City Code Chapter 26, Article III's* standards.

### ORDER

WHEREFORE, I order:

1. The above-stated owners or interested parties of the building(s) or structure(s) at the above-stated property:

A. Complete the process for the application that has been submitted and obtain the required dangerous building wrecking permit by March 4, 2016;

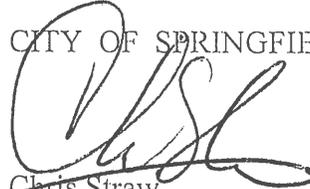
AND

B. Complete the demolition work and receive a final inspection by May 3, 2016.

The City will abate the conditions listed in paragraph 5 above if the above-stated owners or interested parties do not get all necessary permits and complete the abatement by the specified date. Any money the City spends on this will become a lien on the property and a basis for a personal judgment against the property owner(s).

2. The effective date of this order is:
  - a. 31 days from the issuance date if there are no appeals; or,
  - b. the date that the courts finally establish, if there are appeals.

CITY OF SPRINGFIELD, MISSOURI



Chris Straw  
Hearing Officer

Issuance Date: December 30, 2015

CS:ce

## EXHIBIT E – INSPECTION REPORT

# *A1 Home Inspection*

## Property Inspection Report



616 S. Market, Springfield, MO  
Inspection prepared for: Phil Wienke  
Real Estate Agent: N/A -

Date of Inspection: 2/2/2016 Time: 1:30 PM  
Age of Home: 1888 Size: ~2000 sq ft  
Weather: Sunny & 60 degrees

Inspector: Todd Kirkpatrick  
ASHI Certified Inspector #202340  
2857 S. Chantilly, Springfield, MO 65804  
Phone: 880-4663  
Email: A1inspectr@yahoo.com  
A-1inspections.com

## Report Summary

<b>Grounds</b>		
Page 4 Item: 3	Covers	<ul style="list-style-type: none"> <li>Moisture damage found around base of several posts. Needs attention/repair.</li> </ul>
<b>Exterior</b>		
Page 5 Item: 2	Exterior Walls	<ul style="list-style-type: none"> <li>Heavy peeling paint on most all of exterior siding. Paint may be lead. Needs remediation by a qualified contractor.</li> </ul>
Page 5 Item: 3	Trim	<ul style="list-style-type: none"> <li>Holes and many moisture damaged areas of soffit and trim need repair by a professional.</li> <li>Heavy peeling areas of suspected lead based paint on all areas of soffit and trim need remediation by a licensed contractor.</li> </ul>
Page 6 Item: 4	Chimney	<ul style="list-style-type: none"> <li>Areas of missing mortar observed at top of chimney. Needs tuck pointing by mason.</li> </ul>
Page 7 Item: 6	Gutters and Downspouts	<ul style="list-style-type: none"> <li>Guttering is in poor condition. Several areas are loose &amp; missing. Needs repair/replacement for proper drainage and control of roof water.</li> </ul>
<b>Foundation</b>		
Page 8 Item: 2	Foundation	<ul style="list-style-type: none"> <li>Cracks in mortar joints at east foundation walls need tuck pointing/repair.</li> <li>Areas of deterioration and signs of past water intrusion present on areas of foundation walls. Needs repair by a qualified contractor.</li> <li>Black mold and fungal growth present on walls and ceilings in basement. Needs complete tear out and remediation by a qualified mold contractor.</li> </ul>
Page 10 Item: 3	Floor Construction	<ul style="list-style-type: none"> <li>Mold/fungal growth on many areas of the floor structure need cleaning/removal by a professional.</li> </ul>
<b>Roof(s)</b>		
Page 11 Item: 5	Main Roof	<ul style="list-style-type: none"> <li>Roof is badly deteriorated and shingles are beyond their normal life. Needs complete tear off and replacement by a qualified roofer.</li> <li>Improper repair and active leakage found at south field just east of the dormer. Needs repair by a roofer ASAP.</li> </ul>
Page 12 Item: 6	Porch Roof	<ul style="list-style-type: none"> <li>The porch roof is actively leaking and has an area of moisture damaged decking at front middle edge. Needs repair by a qualified roofer.</li> </ul>
Page 12 Item: 7	Addition Roof	<ul style="list-style-type: none"> <li>Shingles on back addition are beyond their normal life and in need of complete replacement.</li> </ul>
Page 12 Item: 8	Basement Door	<ul style="list-style-type: none"> <li>Shingles are improperly installed on a flat surface. Needs replacement with the proper type of material for low/flat surfaces.</li> </ul>
<b>Plumbing</b>		
Page 13 Item: 4	Supply Lines	<ul style="list-style-type: none"> <li>Water was off at time of inspection. Many lines are cut and damaged in basement. Needs complete evaluation/repair by a qualified plumber.</li> </ul>
Page 14 Item: 5	Waste Lines	<ul style="list-style-type: none"> <li>Open sewer lines in basement bathroom and upstairs laundry area need repair by a plumber.</li> </ul>

Page 14 Item: 6	Fuel System	<ul style="list-style-type: none"> <li>• Home had no gas at time of inspection; meter was missing on north side.</li> </ul>
Page 15 Item: 9	Size and Brand	<ul style="list-style-type: none"> <li>• Water heater had cut supply lines, gas line, and displaced flue pipe. Needs repair by a qualified plumber.</li> </ul>
<b>Heating #1</b>		
Page 15 Item: 3	Condition	<ul style="list-style-type: none"> <li>• Furnace appears to have been stolen; missing at time of inspection. Needs complete replacement by an HVAC technician.</li> </ul>
Page 16 Item: 7	Distribution	<ul style="list-style-type: none"> <li>• All supply and return vent piping was missing at time of inspection.</li> </ul>
<b>Heating #2</b>		
Page 17 Item: 3	Condition	<ul style="list-style-type: none"> <li>• Baseboard heaters were missing in upstairs bedroom and bath.</li> </ul>
<b>Electrical</b>		
Page 18 Item: 4	Conductors	<ul style="list-style-type: none"> <li>• Knob &amp; tube wiring is still present in many areas of home. Needs evaluation/removal by a licensed electrician.</li> </ul>
Page 18 Item: 5	Panel Notes	<ul style="list-style-type: none"> <li>• Basement and upstairs panel covers were missing and exposed wiring is present; unsafe. Needs repair by an electrician.</li> <li>• All three electrical panels appear improperly installed. All wires coming into the panels lack bushing/wire clamps installed and neutral and ground wires are improperly connected together.</li> </ul>
Page 19 Item: 6	Wiring Notes	<ul style="list-style-type: none"> <li>• Several improper and exposed wiring observed in all areas of home. Needs repair/protection by a qualified contractor.</li> <li>• Several improper, open air splices in basement and attic need protection in junction boxes for safety.</li> </ul>
<b>Interior</b>		
Page 21 Item: 3	Doors (exterior)	<ul style="list-style-type: none"> <li>• Main level exterior door was damaged beyond repair. Needs replacement.</li> </ul>
Page 21 Item: 4	Windows	<ul style="list-style-type: none"> <li>• Most every window is damaged and has broken glass. Needs repair/replacement.</li> </ul>
Page 22 Item: 5	Walls	<ul style="list-style-type: none"> <li>• Water damage present from active roof leakage at south wall in SE mail level room. Needs repair.</li> </ul>
Page 24 Item: 7	Floors	<ul style="list-style-type: none"> <li>• Holes are present in many areas of flooring at main level and upstairs hallway. Needs repair for safety.</li> </ul>

## Additional Notes

### 1. Additional Notes

Red Items need evaluation/repair by a qualified contractor

Black items warrant your review and some of these items may need repair/attention. Recommend evaluation/repair/correction by a qualified professional

Additional information/details are provided in picture captions as well.

Mold or air quality tested is not a part of this inspection

Note: Some of the pictures at the end of the report are FYI

## Inspection Details

### 1. House faces:

Direction: West

### 2. Attendance

In Attendance: Client Present at start

### 3. Home Type

Triplex

### 4. Occupancy

Vacant

### 5. Additions or Alterations

Yes (back of home)

## Grounds

### 1. Driveway

Materials: Gravel

Observations:

- Appears serviceable for age

### 2. Sidewalks

Materials: Concrete

Observations:

- Sidewalk is badly damaged & deteriorated. Needs complete replacement.



Sidewalk is badly damaged & deteriorated

### 3. Covers

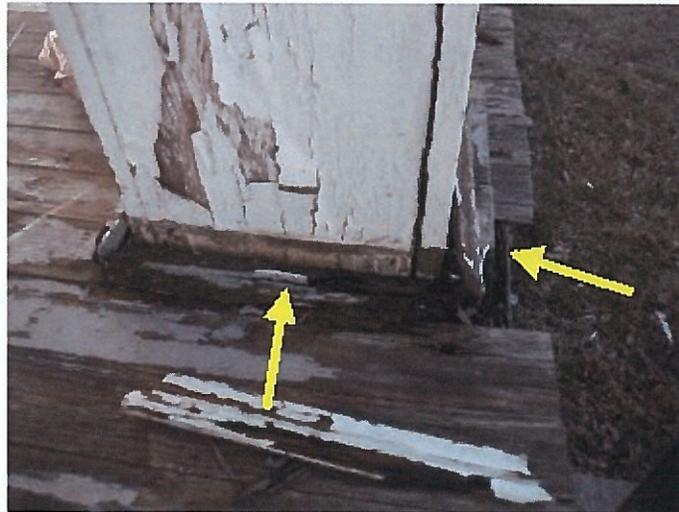
Location:

- Front Porch
- Basement stairway

Type: Composition Shingles

Observations:

- **Moisture damage found around base of several posts. Needs attention/repair.**



### 4. Deck/Porch

Location: Front Porch

Materials:

- Wood

Observations:

- Railings are serviceable
- Some weathered/moisture damaged wood decking pieces at front and north edges.

Exterior

## 1. Exterior Stairs

Location:

- Porch
- Back doors

Observations:

- Appears serviceable
- Railing is serviceable

## 2. Exterior Walls

Construction:

- Wood frame

Type:

- Wood

Observations:

- Areas of damaged and poorly patched siding at NE corner.
- Heavy peeling paint on most all of exterior siding. Paint may be lead. Needs remediation by a qualified contractor.



Heavy peeling paint on all sides of exterior

## 3. Trim

Materials:

- Wood

Observations:

- Holes and many moisture damaged areas of soffit and trim need repair by a professional.
- Heavy peeling areas of suspected lead based paint on all areas of soffit and trim need remediation by a licensed contractor.



Moisture damaged soffit at front porch



Moisture damage at lower SW corner



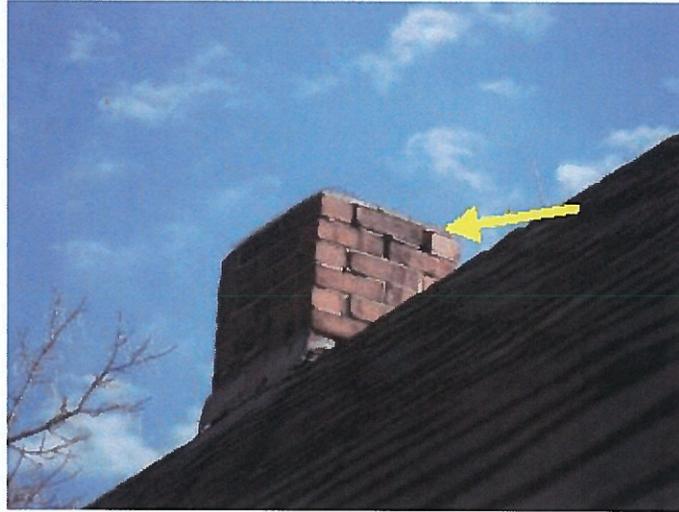
Suspected lead based peeling paint on all soffit, fascia, and trim

#### 4. Chimney

Brick

Observations:

- Rain cap/spark screen recommended
- FYI: Chimney is the flue for the water heater and furnace.
- Areas of missing mortar observed at top of chimney. Needs tuck pointing by mason.



Areas of missing mortar observed at top of chimney

### 5. Hose Faucets

Observations:

- Non-frost free type
- Water was off; unable to test

### 6. Gutters and Downspouts

Installed: Full

Observations:

- **Guttering is in poor condition. Several areas are loose & missing. Needs repair/replacement for proper drainage and control of roof water.**



Guttering at front porch is loose/displaced



Missing downspout elbow at SE corner



Missing downspout at SW corner



No guttering is installed on the north side

## Foundation

### 1. Grading/Drainage

#### Grading:

- Slope minor

#### Observations:

- Grading and drainage around the home is poor. Repaired guttering and controlling roof water should help solve moisture penetration in future.

### 2. Foundation

#### Type:

- Basement

#### Materials:

- Stone
- Wood columns

#### Observations:

- Trash and debris is present on floor at west 1/2 of basement. Needs cleaning.
- Moisture stains and signs of past water observed at base of walls in middle of basement.
- Most every basement window was damaged and boarded up with wood.
- Cracks in mortar joints at east foundation walls need tuck pointing/repair.
- Areas of deterioration and signs of past water intrusion present on areas of foundation walls. Needs repair by a qualified contractor.
- Black mold and fungal growth present on walls and ceilings in basement. Needs complete tear out and remediation by a qualified mold contractor.



Mold growth on ceiling at SE room in basement



Mold/fungal growth on ceiling at middle east part of basement



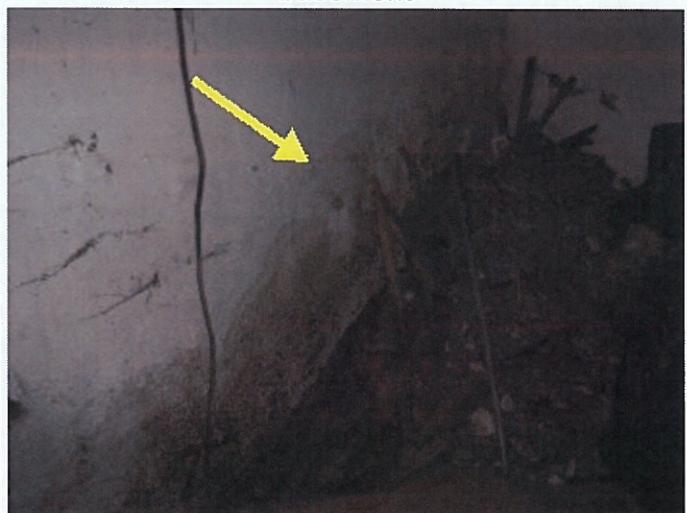
Black mold on base of wall at NE basement room



Fungal growth on ceiling in middle part of basement



Trash and debris at west room in basement



Insulation and debris at NE corner of basement



Evidence of past water penetration at south foundation wall and main water line



Water damaged wall at basement bathroom area

### 3. Floor Construction

Type: Joists • 2x10

Conventional wood framing

Observations:

- Not fully visible @ finished areas

- **Mold/fungal growth on many areas of the floor structure need cleaning/removal by a professional.**

### 4. Crawl space

Observations:

- Crawl area is limited to the rear addition. Space appeared satisfactory.

## Basement Stairs

### 1. Basement Stairs

Observations:

- Basement stairway appeared serviceable for age
- Openings in railing need covering/balusters added for safety.

## Roof(s)

### 1. Layers:

Layers: 3

Approximate Age: 25+ years

### 2. Roof Style

Type: Gable

### 3. Covering

Composition Shingles

## 4. How Inspected

- Walked (porch roof)
- Viewed from ground/ladder/with binoculars (these inspections are limited)

## 5. Main Roof

Roof is in poor condition; at/beyond the end of its normal life.

Observations:

- Missing shingles at NW hip need repair/replacement.
- Roof is badly deteriorated and shingles are beyond their normal life. Needs complete tear off and replacement by a qualified roofer.
- Improper repair and active leakage found at south field just east of the dormer. Needs repair by a roofer ASAP.



Missing hip shingles at NW corner



Shingles are beyond the end of their normal life



Inadequate repair to south field just east of dormer

## 6. Porch Roof

Composition Shingles

Observations:

- The porch roof is actively leaking and has an area of moisture damaged decking at front middle edge. Needs repair by a qualified roofer.



Moisture damaged decking from active leakage and deteriorated shingles

## 7. Addition Roof

Composition Shingles

Observations:

- Shingles on back addition are beyond their normal life and in need of complete replacement.



## 8. Basement Door

Composition shingles

Observations:

- Shingles are improperly installed on a flat surface. Needs replacement with the proper type of material for low/flat surfaces.



Shingles are improperly installed on a flat surface above the basement entry

## 9. Exposed Flashings

Observations:

- Flashings were not completely visible

## 10. Roof Notes

All roof areas are badly worn and beyond their normal life. All areas need replacement.

# Plumbing

## 1. Main Line Type:

Materials: Galvanized  
Size: 3/4"

## 2. Pressure (PSI):

Approximate PSI: Water off; unable to test.

## 3. Condition

Observations:

- Valve was not tested.
- Main water line is the original and is at/beyond its normal life. May need replacement at any time.

## 4. Supply Lines

Materials:

- Galvanized
- CPVC plastic

Observations:

- **Water was off at time of inspection. Many lines are cut and damaged in basement. Needs complete evaluation/repair by a qualified plumber.**

## 5. Waste Lines

Materials: Cast iron • Galvanized • Plastic (PVC)

Observations:

- Water was off at time of inspection. Unable to test drain piping.
- **Open sewer lines in basement bathroom and upstairs laundry area need repair by a plumber.**



Open sewer lines at basement bathroom



Improper open drain pipe at upstairs laundry area

## 6. Fuel System

Shut off Valve Location: North side

Observations:

- **Home had no gas at time of inspection; meter was missing on north side.**



## 7. Water Heater Location:

Basement

Type: Natural gas

## 8. Age of Water Heater

Age:

- 2011

## 9. Size and Brand

Gallons: 40

Brand: GE

Observations:

- Combustion air is adequate
- TPR valve installed on tank
- **Water heater had cut supply lines, gas line, and displaced flue pipe. Needs repair by a qualified plumber.**



Water heater flue is displaced from heater



Gas line was cut/disconnected

## Heating #1

### 1. Location and Size

Location: Basement

### 2. Heating Type:

Type: Forced Air

Fuel Type: Natural gas or electric

### 3. Condition

Observations:

- **Furnace appears to have been stolen; missing at time of inspection. Needs complete replacement by an HVAC technician.**



Furnace appears to have been stolen; missing at time of inspection

#### 4. Venting

Observations:

- N/A

#### 5. Combustion Air

Observations:

- No combustion air is provided

#### 6. Burners

Observations:

- N/A

#### 7. Distribution

Observations:

- All supply and return vent piping was missing at time of inspection.

#### 8. Normal Controls

Observations:

- None

#### 9. Air Filters

Observations:

- N/A

## Heating #2

#### 1. Location

Location: Upstairs rooms

BTUs: N/A (Electric)

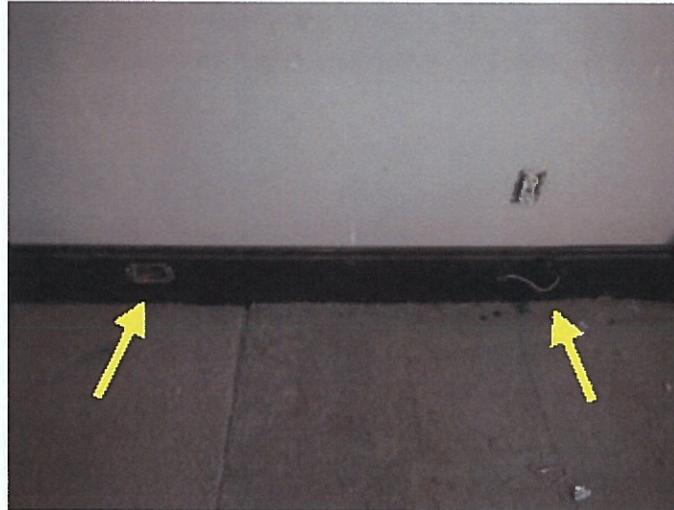
## 2. Heating Type:

Type: Baseboard heaters  
Fuel Type: Electric

## 3. Condition

Observations:

- No power; unable to test
- Baseboard heaters were missing in upstairs bedroom and bath.



## 4. Normal Controls

Observations:

- N/A

## A/C #1

## 1. Condition

Observations:

- No cooling systems were installed in any of the units at time of inspection.

## Electrical

## 1. Service

Description: 240V/120V • Overhead

Size: 200 AMPS

Observations:

- Ground clamp/system not visible
- No electrical service was provided at time of inspection



Electric service was off at time of inspection

## 2. Main Disconnect

At the main panels

## 3. Main Panel 1

Location: Each unit

Panel Rating: 125 AMPS

Observations:

- Defects; see panel notes.

## 4. Conductors

Service Conductors: Copper

Branch Wire material:

- Copper
- Knob and Tube

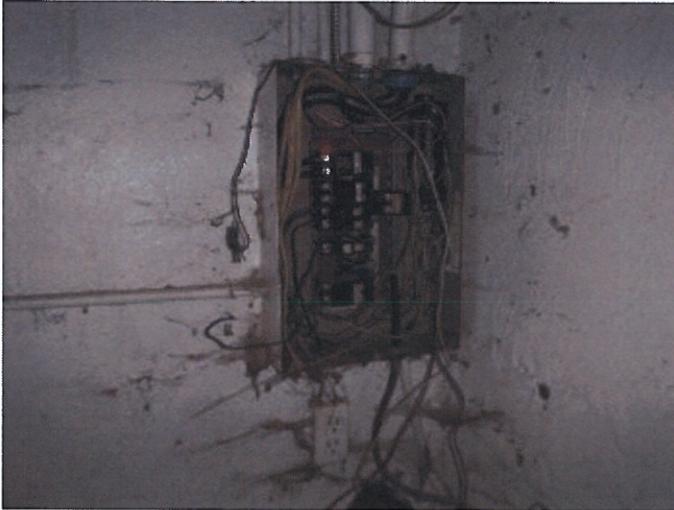
Branch wire type: Non - Metallic Cable • Knob & tube wiring is still present in many areas of home. Needs evaluation/removal by a licensed electrician.

## 5. Panel Notes

Overcurrent Protection Devices Inspected • Breakers

Observations:

- Basement and upstairs panel covers were missing and exposed wiring is present; unsafe. Needs repair by an electrician.
- All three electrical panels appear improperly installed. All wires coming into the panels lack bushing/wire clamps installed and neutral and ground wires are improperly connected together.



Exposed wiring and missing cover at panel in basement



All wires enter upstairs panel without bushings/wire clamps



Upstairs panel cover was missing and all wires enter panel without bushings



Improper wiring inside main level panel

## 6. Wiring Notes

### Observations:

- No electricity was provided at inspection; unable to test outlets/lights.
- Several improper and exposed wiring observed in all areas of home. Needs repair/protection by a qualified contractor.
- Several improper, open air splices in basement and attic need protection in junction boxes for safety.



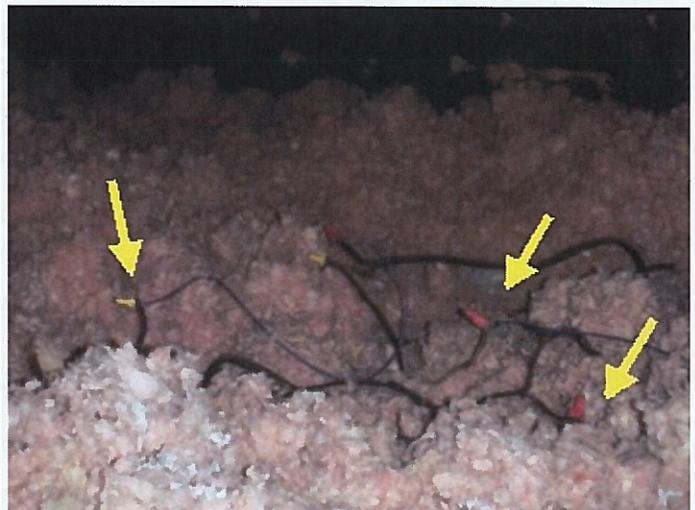
Exposed knob and tube spliced wiring at middle east part of basement



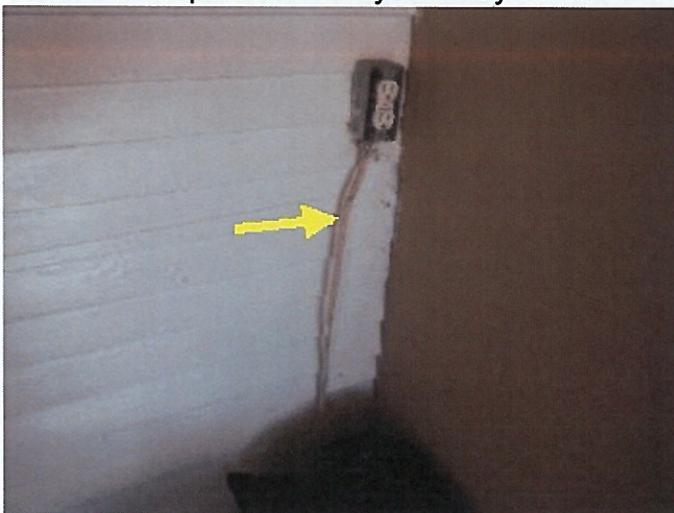
Improper fixture at rear main sunroom



Exposed wiring from missing light fixtures at upstairs hallway/stairway



Improper exposed splices at middle west part of attic



Exposed wiring and uncovered outlet at NW corner of upstairs sunroom



Exposed wiring at ceiling of main level sunroom

# Interior

## 1. Doors (Entry)

Observations:

- Front doors appeared serviceable

## 2. Interior doors

Observations:

- Several doors and door trim were missing at time of inspection

## 3. Doors (exterior)

Observations:

- Main level exterior door was damaged beyond repair. Needs replacement.



## 4. Windows

Type of Windows:

- Wood

Observations:

- Most every window is damaged and has broken glass. Needs repair/replacement.



Boarded up broken south living room window

## 5. Walls

Materials:

- Plaster
- Wallpaper
- Paneling

Observations:

- Areas of missing plaster at wall between entry and main level kitchen.
- Water damage present from active roof leakage at south wall in SE mail level room. Needs repair.



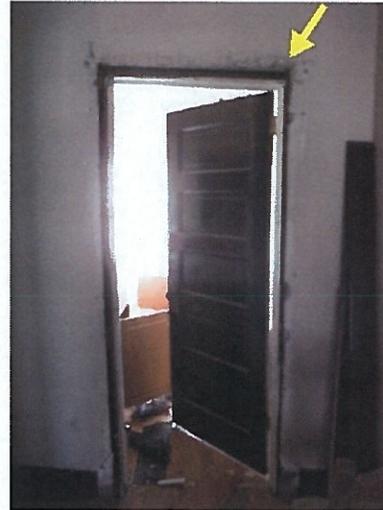
Damaged wall between kitchen and entryway



Water damaged wall from active roof leakage at SE main level bedroom



Damaged east wall in front entry



Door to the upstairs bathroom is out of plumb

## 6. Ceilings

### Materials:

- Drywall
- Acoustic Spray
- Plaster

### Observations:

- The SE main level room is completely covered with plastic. Appears to be some type of containment from active roof leakage.
- Stains and signs of plumbing leakage at SE corner of SW main level room.
- Many areas of missing plastic from probable active roof leakage at east closets in upstairs room.



Stains and holes in ceiling in SW main level room



Ceiling in SE main level room is covered with plastic



Damaged ceiling tiles at SW corner of main level kitchen    Damage from active leakage at SE upstairs closet



Damaged/missing plastic at upstairs SW closet

## 7. Floors

Materials:

- Carpet
- Wood
- Vinyl

Observations:

- Holes are present in many areas of flooring at main level and upstairs hallway. Needs repair for safety.



Several holes in main level flooring from lack of ductwork



Holes in floor at upstairs hallway

## 8. Additional Interior Features

### Observations:

- Stairs appear serviceable
- Railing appears serviceable

## 9. Smoke Detectors

### Observations:

- No detectors were found anywhere in home. Needs repair for fire safety.

# Attic

## 1. Access Location

Access Location: Upstairs hallway

Type: Full

## 2. Rafter Frame:

- Rafter framing
- 2x4
- Joist framing
- 2x6
- Not fully visible

## 3. Observations

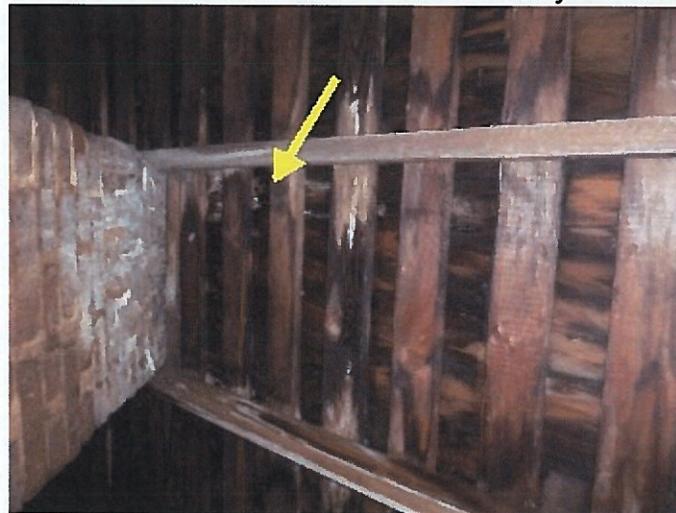
- Appears serviceable
- Entered
- Minimal ventilation provided
- Roof decking still consists of the original cedar shingles.
- Moisture stains and signs of past leakage at south side of chimney.



Partial view in middle of attic looking west



Original wood shingles are still present below two layers of comp shingles



Moisture stains below chimney indicating past leakage

#### 4. Insulation

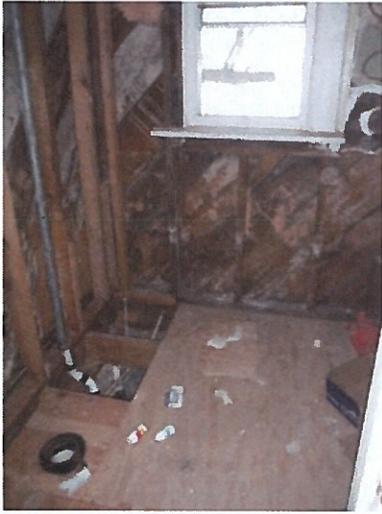
Type: Blown fiberglass

Approximate depth: 12-14"

Observations:

- Attic is very well insulated!

Photos



Main level NE bathroom appeared to be a work in progress



Upstairs kitchen has no countertop and is in poor condition

EXHIBIT F – BUILDING DEVELOPMENT SERVICE CALLS

SVC# SVC2014-07498

Reporting Dept: PIO

Creator: ccrigho

Name: ANON

Responsible Dept: BDS

updater: aeddy

updated: 12/12/2014 08:06:51

reqType: TRASH

Received: 11/05/2014

st#	pxf	stName	stType	stUnit	frac	sfx
616	S	MARKET	AVE			
Addr Desc:						
Intersection:						
Geocode?						

Target: 12/05/2014

Final: 12/05/2014

Status: CLO

Health	PIO	PLANNING	BDS
Inspector: ?	Council zone: 3	Neighborhood association: WEST CENTRAL	structure type:
Census tract: ?	PIO Closure? <input checked="" type="checkbox"/>	Neighborhood team report? <input type="checkbox"/>	posted date:
Self Initiated? <input type="checkbox"/>	Internet Request? <input type="checkbox"/>	Neighborhood Assessment? <input type="checkbox"/>	zoning district:
	COP Report? <input type="checkbox"/>		BDS inspector: dgateley
Storm Water			
Existing storm system failure: <input type="checkbox"/>	Channel or Erosion: <input type="checkbox"/>	Problem Corrected? <input type="checkbox"/>	Major Flood Event:
Structure Flooding: <input type="checkbox"/>	Sinkhole: <input type="checkbox"/>		Flood Zone:
Yard / Parking Lot Flooding: <input type="checkbox"/>	Street Flooding: <input type="checkbox"/>		Easement:

Description:

Trash

Additional Property Info:

Primary?	Name	Role	Address	Phone
	KENDRICK PROP LLC	Property Owner	1703 WINDMILL WAY, REPUBLIC MO 65738-262	
	KENDRICK PROP LLC	Property Owner	1703 WINDMILL WAY, REPUBLIC MO 65738-262	
	HOUSTON KENDRICK	OCC	616 S MARKET AVE, SPRINGFIELD MO 65738-2	
	HOUSTON KENDRICK	OCC	616 S MARKET AVE, SPRINGFIELD MO 65738-2	
Y	ANON	Complainant	, SPRINGFIELD MO	

Disp	Date1	Date2	Date3	Action Description	Reviewed By	Created By
	11/05/2014			Complaint Received		ccrigho

	11/05/2014			Route - BDS		ccrigho
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	11/06/2014			Inspection Requested	dgateley	sgriffith
--	------------	--	--	----------------------	----------	-----------

TRASH

	11/06/2014			Inspection		dgateley
--	------------	--	--	------------	--	----------

photos show trash scattered through around the property. light fixtures in trees, dryer hose in tree trash in trailer over flowing. Mattress' in between out buildings and brush.

	11/07/2014	11/20/2014		BDS letter, Violation		sgriffith
--	------------	------------	--	-----------------------	--	-----------

Sent to: KENDRICK PROP LLC  
1703 WINDMILL WAY  
REPUBLIC MO 65738-2622

	11/07/2014	11/20/2014		BDS letter, Violation		sgriffith
--	------------	------------	--	-----------------------	--	-----------

Sent to: HOUSTON KENDRICK  
616 S MARKET AVE  
SPRINGFIELD MO 65738-2622

	11/21/2014			Inspection Requested	dgateley	sgriffith
--	------------	--	--	----------------------	----------	-----------

TRASH

	11/21/2014			Miscellaneous action		sgriffith
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Letter for Kendrick Prop LLC, 1703 windmill way, came back in the mail today.

	11/21/2014			Reinspection		dgateley
--	------------	--	--	--------------	--	----------

trailer of trash still there! piles of brush, trash under the side of porch on the south side of house.

	11/21/2014	12/05/2014		BDS letter, Violation		dgateley
--	------------	------------	--	-----------------------	--	----------

Sent to: HOUSTON KENDRICK  
616 S MARKET AVE  
SPRINGFIELD MO 65738-2622

	12/05/2014			Complaint Closed		dgateley
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Re-inspection of property showed violation abated!

SVC# SVC2015-02712

Reporting Dept: PIO

Creator: ccrighto

Name: 911 JOEL @

Responsible Dept: BDS

updater: aeddy

updated: 06/12/2015 10:20:24

reqType: DANGEROUS BUILDING

Received: 05/18/2015

Target: 06/06/2015

Final: 06/08/2015

Status: CLO

st#	pxf	stName	stType	stUnit	frac	sfx
616	S	MARKET	AVE			
Addr Desc:						
Intersection:						
Geocode? <input type="checkbox"/>						

Health	PIO	PLANNING	BDS
Inspector: ?	Council zone: 3	Neighborhood association: WEST CENTRAL	structure type:
Census tract: ?	PIO Closure? <input checked="" type="checkbox"/>	Neighborhood team report? <input type="checkbox"/>	posted date:
Self Initiated? <input type="checkbox"/>	Internet Request? <input type="checkbox"/>	Neighborhood Assessment? <input type="checkbox"/>	zoning district:
	COP Report? <input type="checkbox"/>		BDS inspector: bgorman

Storm Water			
Existing storm system failure: <input type="checkbox"/>	Channel or Erosion: <input type="checkbox"/>	Problem Corrected? <input type="checkbox"/>	Major Flood Event: <input type="checkbox"/>
Structure Flooding: <input type="checkbox"/>	Sinkhole: <input type="checkbox"/>		Flood Zone: <input type="checkbox"/>
Yard / Parking Lot Flooding: <input type="checkbox"/>	Street Flooding: <input type="checkbox"/>		Easement: <input type="checkbox"/>

Description:

Police reported to 911 that this abandoned property has open windows and doors, trash inside and out and had people gaining access over the weekend.

Additional Property Info:

Primary?	Name	Role	Address	Phone
Y	JOEL @ 911	Complainant	, SPRINGFIELD MO	865-3617

Disp	Date1	Date2	Date3	Action Description	Reviewed By	Created By
	05/18/2015			Complaint Received		ccrighto

	05/18/2015			Route - BDS		ccrighto
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	05/19/2015			Inspection Requested	bgorman	cedwards
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COMPLAINT

	05/19/2015			Miscellaneous action		bgorman
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Send LOC per 26-62 (5,13) open vacant and boarded. F/U 14 days.

	05/22/2015	06/06/2015		Miscellaneous action		cedwards
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Sent LOC. FU 6/6/15-BG

	05/29/2015			Miscellaneous action		cedwards
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LOC returned

	06/08/2015			Inspection Requested	bgorman	cedwards
--	------------	--	--	----------------------	---------	----------

F/U LTR OF CONDITION

	06/08/2015			Complaint Closed		bgorman
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Property appears to be secure as observed from R.O.W inspection, close for lack of evidence.

SVC# **SVC2015-02713**

Reporting Dept: **PIO**

Creator: **ccrighto**

Name: **911 JOEL**

Responsible Dept: **BDS**

updater: **aeddy**

updated: **07/10/2015 08:45:00**

reqType: **RODENTS, TRASH**

Received: **05/18/2015**

st#	pxf	stName	stType	stUnit	frac	sfx
616	S	MARKET	AVE			
Addr Desc:						
Intersection: &						
Geocode? <input type="checkbox"/>						

Target: **06/30/2015**

Final: **07/06/2015**

Status: **CLO**

**Health**

**PIO**

**PLANNING**

**BDS**

Inspector: <input type="checkbox"/>	Council zone: <b>3</b>	Neighborhood association: <b>WEST CENTRAL</b>	structure type: <input type="checkbox"/>
Census tract: <input type="checkbox"/>	PIO Closure? <input checked="" type="checkbox"/>	Neighborhood team report? <input type="checkbox"/>	posted date: <input type="checkbox"/>
Self Initiated? <input type="checkbox"/>	Internet Request? <input type="checkbox"/>	Neighborhood Assessment? <input type="checkbox"/>	zoning district: <input type="checkbox"/>
	COP Report? <input type="checkbox"/>	BDS inspector: <b>kwilliam</b>	

**Storm Water**

Existing storm system failure: <input type="checkbox"/>	Channel or Erosion: <input type="checkbox"/>	Problem Corrected? <input type="checkbox"/>	Major Flood Event: <input type="checkbox"/>
Structure Flooding: <input type="checkbox"/>	Sinkhole: <input type="checkbox"/>		Flood Zone: <input type="checkbox"/>
Yard / Parking Lot Flooding: <input type="checkbox"/>	Street Flooding: <input type="checkbox"/>		Easement: <input type="checkbox"/>

Description:

Police report trash all around this house, inside and out. Also a report of rats coming from this house.

Additional Property Info:

Primary?	Name	Role	Address	Phone
Y	JOEL 911	Complainant	, SPRINGFIELD MO	
	KENDRICK PROP LLC	Property Owner	1703 WINDMILL WAY, REPUBLIC MO 65738-262	
	VACANT	OCC	, SPRINGFIELD MO	
	KENDRICK PROP LLC	Property Owner	1703 WINDMILL WAY, REPUBLIC MO 65738-262	
	HOUSTON KENDRICK	Complainant	9385 N. SPRING VALLEY DR. , PLEASANT HOP	

Disp	Date1	Date2	Date3	Action Description	Reviewed By	Created By
	05/18/2015			Complaint Received		ccrighto

	05/18/2015			Route - BDS		ccrighto
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	05/19/2015			Inspection Requested	kwilliam	sgriffith
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**RODENTS, TRASH**

	05/20/2015			Inspection Requested	kwilliam	sgriffith
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**Inspection Requested ROLLOVER**

	05/20/2015		05/20/2015	Inspection		kwilliam
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Could not see from right of way but will send letter in folder based on police complaint.

	05/21/2015	06/10/2015		BDS letter, Violation		sgriffith
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Sent to: KENDRICK PROP LLC  
1703 WINDMILL WAY  
REPUBLIC MO 65738-2622

	05/21/2015			Miscellaneous action		sgriffith
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Initial letter of violation drafted, packaged and mailed to: Kendrick Prop LLC (Owner) by Samantha Griffith. F/U 06/10/2015

	06/01/2015			Miscellaneous action		kwilliam
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Letter returned. Updated address for owner, new letter will be sent.

	06/01/2015	06/21/2015		BDS letter, Violation		kwilliam
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Sent to: HOUSTON KENDRICK  
9385 N. SPRING VALLEY DR.  
PLEASANT HOPE MO 65725

	06/16/2015	06/30/2015	06/12/2015	Reinspection		kwilliam
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Small brush pile on north side of house and one bag of trash in back that I can see. Called owner. He is out of town but will get remainder on it but needs an extension.

	07/06/2015			Complaint Closed		kwilliam
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Removed. closing picture.

SVC# SVC2015-05508

Reporting Dept: PIO

Creator: ccrigho

Name: ANON

Responsible Dept: BDS

updater: aeddy

reqType: WEEDS

updated: 08/24/2015 08:31:09

Received: 07/31/2015

Target: 08/18/2015

Final: 08/20/2015

Status: CLO

st#	pxf	stName	stType	stUnit	frac	sfx
616	S	MARKET	AVE			
Addr Desc:						
Intersection:						
Geocode?						

Health	PIO	PLANNING	BDS
Inspector: ?	Council zone: 3	Neighborhood association: WEST CENTRAL	structure type:
Census tract: ?	PIO Closure? <input checked="" type="checkbox"/>	Neighborhood team report? <input type="checkbox"/>	posted date:
Self Initiated? <input type="checkbox"/>	Internet Request? <input type="checkbox"/>	Neighborhood Assessment? <input type="checkbox"/>	zoning district:
	COP Report? <input type="checkbox"/>	BDS inspector: dwneal	
Storm Water			
Existing storm system failure: <input type="checkbox"/>	Channel or Erosion: <input type="checkbox"/>	Problem Corrected? <input type="checkbox"/>	Major Flood Event:
Structure Flooding: <input type="checkbox"/>	Sinkhole: <input type="checkbox"/>		Flood Zone:
Yard / Parking Lot Flooding: <input type="checkbox"/>	Street Flooding: <input type="checkbox"/>		Easement:

Description:

tall grass

Additional Property Info:

Primary?	Name	Role	Address	Phone
Y	ANON	Complainant	, SPRINGFIELD MO	
	KENDRICK PROP LLC	Property Owner	1703 WINDMILL WAY, REPUBLIC MO 65738-262	

Disp	Date1	Date2	Date3	Action Description	Reviewed By	Created By
	07/31/2015			Complaint Received		ccrigho

	07/31/2015			Route - BDS		ccrigho
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	08/03/2015			Inspection Requested	dwneal	sgriffith
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WEEDS

	08/03/2015	08/18/2015	08/03/2015	Inspection		dwneal
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High weeds front and back. Person mowing property across street said he'd try to contact him about mowing it. Posted. Photos in file.

	08/03/2015			Miscellaneous action		dwneal
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Copy of notice sent to Kendrick Prop LLC 1703 Windmill way Republic, MO 65738-2622.

	08/20/2015		08/19/2015	Reinspection		dwneal
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Property mowed. Photos in file.

	08/20/2015			Complaint Closed		dwneal
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No current weed violations.

SVC# SVC2015-06186

Reporting Dept: PIO

Creator: ccrighto

Name: TEAL OFFICER C

Responsible Dept: BDS

Updater: cedwards

Updated: 01/12/2016 16:18:58

reqType: DANGEROUS BUILDING

Received: 08/20/2015

Target: 05/04/2016

Final: 00/00/0000

Status: PEN

st#	pxf	stName	stType	stUnit	frac	sfx
616	S	MARKET	AVE			
Addr Desc:						
Intersection:						
Geocode?						

Health	PIO	PLANNING	BDS
Inspector: ?	Council zone: 3	Neighborhood association: WEST CENTRAL	structure type:
Census tract: ?	PIO Closure?	Neighborhood team report? <input checked="" type="checkbox"/>	posted date:
Self Initiated?	Internet Request?	Neighborhood Assessment? <input type="checkbox"/>	zoning district:
	COP Report?	BDS inspector: bgorman	

Storm Water			
Existing storm system failure: <input type="checkbox"/>	Channel or Erosion: <input type="checkbox"/>	Problem Corrected? <input type="checkbox"/>	Major Flood Event: <input type="checkbox"/>
Structure Flooding: <input type="checkbox"/>	Sinkhole: <input type="checkbox"/>		Flood Zone: <input type="checkbox"/>
Yard / Parking Lot Flooding: <input type="checkbox"/>	Street Flooding: <input type="checkbox"/>		Easement: <input type="checkbox"/>

Description:

Mrs. Crighton,  
 I have been assigned an issue regarding a problem house on 616 S Market. I was told that you are the liaison for me to contact to get to the Health Department.  
 The house itself has been boarded up, but some windows are broken out for people to get inside. It seems that our homeless population in the downtown area are gaining entry to the house and squatting there. There have been a few calls for service regarding the homeless population recently.

The following was sent to me via email regarding one instance:

On 8/11, we were dispatched for a report of people going inside, 15-30986. We talked two individuals out, both regular homeless we deal with. The residence still contains a lot of property, making it difficult to walk through. There was a strong odor of some time that made us cough every time we stuck our heads in the window to yell at the individuals inside. Not sure if it's just the accumulated junk inside, the fact that they have apparently used the bathroom inside, but it was a hazard.

I was also dispatched to a call in reference 616 S Market to check a person. When I arrived at the location I recognized 3 individuals from our homeless population sitting beside the house with an open container of alcohol.

It seems that even with the house being closed with boards, the homeless population seems to gain entry to the house. I stopped by the residence on 08/17/2015, and looked through one of the windows that was broken out. The smell was overwhelming when I tried to look into the house.

Please let me know what further action can be taken to try to fix this issue.

Thank you for your time,

Officer Teal 1754

Additional Property Info:

Primary?	Name	Role	Address	Phone
Y	OFFICER C TEAL	Complainant	, SPRINGFIELD MO	

Disp	Date1	Date2	Date3	Action Description	Reviewed By	Created By
	08/20/2015			Complaint Received		ccrighto

	08/20/2015			Route - BDS		ccrighto
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	08/24/2015			Inspection Requested	bgorman	cedwards
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COMPLAINT

	08/24/2015			Miscellaneous action		bgorman
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Send LOC per 26-62 (5,13) open and vacant at windows and walls also boarded up. LOC required permits. F/U 14 days.

Disp	Date1	Date2	Date3	Action Description	Reviewed By	Created By
	09/01/2015	09/16/2015		Miscellaneous action		cedwards
Sent LOC. FU 9/16/15-BG						
	09/16/2015			Inspection Requested	bgorman	cedwards
F/U LTR OF CONDITION						
	09/16/2015			Inspection		bgorman
Made site inspection found structure open and vacant at doors and windows, also boarded W/O required permits. Send NTA per 26-62 (5,13) posted DB and photos taken. Set hearing date.						
	10/01/2015	11/01/2015		Title search		cedwards
	10/01/2015			Miscellaneous action		cedwards
Permit restricted						
	10/10/2015	12/17/2015		Notice to hearing		cedwards
Sent by certified mail. Hearing scheduled for Thursday, December 17, 2015. FU with Notice to Abate December 5, 2015-BG						
	10/20/2015			Notice to abate		cedwards
Sent by certified mail. FU 12/5/15-BG						
	10/23/2015			Miscellaneous action		cedwards
Met with owner at permit counter. He will obtain permit, secure structure and call for inspection						
	10/23/2015			Miscellaneous action		bdouglas
Owner obtained BLD2015-00981						
	10/23/2015			Lis pendens filed		cedwards
	11/10/2015			Inspection Requested	bgorman	cedwards
POST HEARING NOTICE						
	11/10/2015			Inspection Requested	bgorman	cedwards
POST NOTICE TO ABATE						
	11/10/2015			Inspection		bgorman
Posted NTA and Hearing notice, photos taken.						
	11/16/2015			Miscellaneous action		cedwards
Met with Phil (Aaron Properties) regarding his possibility of purchasing this property. I suggested he attend DB Hearing. He also was interested in boarding the structure. He can obtain a permit to do so according to Chris Straw						
	12/07/2015			Inspection Requested	bgorman	cedwards
F/U NOTICE TO ABATE						
	12/07/2015			Inspection Requested	bgorman	cedwards
F/U FOR HEARING						
	12/07/2015			Inspection		bgorman
No change proceed to hearing, follow up photos taken						
	12/17/2015			Inspection Requested	bgorman	cedwards
DB HEARING @ 3:00						
	12/18/2015			Miscellaneous action		bdouglas
WRK APPLICATION SUBMITTED PRJ2015-01795						
	12/30/2015	05/04/2016		Findings of fact		cedwards
Sent by certified mail. FU 3/5/16 and 5/4/16-BG CS-HO						
A. Complete the process for the application that has been submitted and obtain the required dangerous building wrecking permit by March 4, 2016; AND						
B. Complete the demolition work and receive a final inspection by May 3, 2016.						
	01/12/2016			Additional Complaint Recei		ccrighto
No address numbers on the house. Charis, mattresses, etc. in the back.						
	01/12/2016			Miscellaneous action		cedwards
Entered trash complaint for LUI based on additional complaint. (SVC2016-00204)						

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 27  
Filed: 03-15-16

Sponsored by: Hosmer

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016- 068

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to enter into a Real Estate Transfer  
2 Agreement with BNSF Railway Company (BNSF), to transfer certain  
3 property underlying the West Wye Connector project (the "Project") to  
4 BNSF, and finding that the Project supports the public purposes of  
5 improving public safety, providing a more efficient rail system, and  
6 promoting economic development in central Springfield.  
7  
8

9 WHEREAS, the City commissioned the *Railroad Reconfiguration and Grade*  
10 *Separation Study* to determine how best to reconfigure, relocate, and replace the  
11 capacity of rail operations for the purpose of developing the West Meadows area and to  
12 provide alternate rail routes for coal delivery for the purpose of reducing at-grade  
13 railroad crossings within Springfield; and  
14

15 WHEREAS, the 2006 *Railroad Reconfiguration and Grade Separation Study*  
16 identified and recommended the Project as a way to improve traffic safety, provide  
17 additional public open space, and allow for more economic development in and around  
18 the West Meadows area; and  
19

20 WHEREAS, on August 24, 2015, City Council approved the Construction and  
21 Maintenance Agreement for the project by Special Ordinance No. 26611.  
22

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

26 Section 1 – City Council finds that the Project supports the public purposes of  
27 providing an expanded open space system in the West Meadows area, provides safer  
28 pedestrian and vehicular traffic environments, reduces noise and fuel pollution, diverts  
29 coal trains which use the Ft. Scott and Cherokee Subdivisions from entering central  
30 Springfield and improves coal delivery to the Southwest Power Plant, and provides an  
31 enhanced environment of economic development within the center city.  
32



Recommended by:

Mary Lilly Smith

Mary Lilly Smith,  
Director of Planning and Development

Approved by:

Greg Burris

Greg Burris, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 068**

FILED: 03-15-16

ORIGINATING DEPARTMENT: Planning and Development

**PURPOSE:** Authorizing the City Manager, or his designee, to enter into a Real Estate Transfer Agreement with BNSF Railway Company (BNSF) for the public purposes of improving safety, efficiency, and promoting economic development in central Springfield by transferring the property underlying the West Wye Connector project, which is a relocated BNSF railroad line connecting the Fort Scott and Cherokee Subdivisions.

**BACKGROUND INFORMATION:** The transfer of the West Wye property authorized by this ordinance is an important step in a program to create a more efficient and safe rail system through the City and will support the redevelopment of Central Springfield. Ultimately, when the overall program goal identified in the *2006 Rail Reconfiguration and Grade Separation Study* is reached, there will be an expanded open space system; safer pedestrian and vehicular environments; improved railcar interchange between BNSF and the Missouri & Northern Arkansas (M&NA) railroad; improved coal delivery to the Southwest Power Plant; and enhanced economic development opportunities for residential, business, and recreational facilities within the Center City due to these transportation safety enhancements.

The West Wye project enables the removal of track within the western portion of the West Meadows area, by diverting coal train activity from the Ft. Scott and Cherokee subdivisions out of BNSF's Main Yard, thus freeing up space in the Main Yard for tracks that are currently located in West Meadows.

**REMARKS:** The Real Estate Transfer Agreement will transfer from the City to BNSF a 2.614 acre, curved strip of land, where the West Wye Connector facility is scheduled to be constructed in April 2016. City Council approved the construction agreement for the West Wye facility by Special Ordinance No. 26611 on August 24, 2015. In exchange for transferring the property to BNSF, the City will receive credit towards future land purchases from BNSF or construction work to be performed by BNSF. This is valuable consideration, as the City acquires property and construction services from BNSF on a regular basis.

The exact amount of credit the City will receive in exchange for this property will be based on actual City expenditures to acquire the property and construct the West Wye facility. This amount is estimated to be \$752,079.20, but it could vary slightly based on construction costs. The total budget for the project looks like this:

**West Wye Project Total Budget**

	<b>Federal Funds</b>	<b>State Funds</b>	<b>Local Funds</b>	<b>Total</b>
<b>Acquisition</b>	\$ 500,000.00		\$110,523.20	\$ 610,523.20
<b>Construction</b>	\$ 1,898,444.00	\$150,000.00	\$641,556.00	\$ 2,690,000.00
<b>Total</b>	<b><u>\$2,398,444.00</u></b>	<b><u>\$150,000.00</u></b>	<b><u>\$752,079.20</u></b>	<b><u>\$3,300,523.20</u></b>

The West Wye portion of the project accomplishes the public purposes of traffic safety, added public open space, and economic development, as identified in Railroad Reconfiguration and Grade Separation Study. Specific public benefits include reduction of train, pedestrian, and vehicular encounters and reduction of noise and fuel pollution, because train traffic will be able to deliver coal directly to the site of the power plant without entering central Springfield to reach the North Yard of the railway and reconfiguring the train, thus providing for an efficient and cost effective method of delivering coal and reducing rail congestion on the main line. Further, the project provides economic development benefits by making center Springfield a more attractive place to develop residential, business, and recreational facilities due to reduced train traffic and reduced pollution. This project and the consideration being provided to the City by BNSF in exchange for the property serve a legitimate public purpose, overriding any incidental private benefit which accrues to BNSF in relation to the project.

The City commissioned the Railroad Reconfiguration and Grade Separation Study in 2005. The two identified goals of the Study, which was published in 2006, were to determine a track arrangement that would provide for the continued expansion of the Jordan Valley Park initiative named West Meadows, and to determine alternative routes for coal-delivery to eliminate at-grade railroad crossings within Springfield. The West Wye Connector was one recommendation from that study. In 2008, the City and BNSF entered into a Cooperative Non-Binding Memorandum of Understanding to address development issues in West Meadows, and have worked cooperatively to achieve the goals of the study since then.

This project supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner.

Submitted by:

  
 Sarah Kerner,  
 Interim Economic Development Director

Recommended by:

Mary Lilly Smith

MARY LILLY SMITH,  
Director of Planning and Development

Approved by:

Greg Burris

Greg Burris, City Manager

## PURCHASE AND SALE CONTRACT

THIS PURCHASE AND SALE CONTRACT ("Contract") is entered into as of the Effective Date (defined below) by and between **THE CITY OF SPRINGFIELD MISSOURI** ("Seller"), and **BNSF RAILWAY COMPANY**, a Delaware corporation ("Purchaser").

In consideration of the mutual covenants set forth in this Contract and for other valuable consideration, which the parties acknowledge receiving, Seller and Purchaser agree as follows:

### **Section 1. Sale and Purchase.**

(a) Subject to the terms and conditions set forth in this Contract, Seller agrees to sell and convey to Purchaser (or its designee), and Purchaser (or its designee) agrees to purchase and accept from Seller, for the Purchase Price (defined below):

(1) That certain tract of land (the "Land") in Greene County, Missouri commonly known as a tract of land located in the Northeast Quarter of the Southeast Quarter of Section 18 Township 29 North Range 22 West consisting of approximately 2.614 acres in Greene County, Missouri more particularly described in the attached **Exhibit "A"** and to be more particularly described as provided in Section 3 of this Contract, together with all strips and gores, easements, rights-of-way, licenses, interests, rights, and appurtenances appertaining to the Land, if any, except for Permitted Encumbrances (as hereinafter defined).

(2) All rights, titles, and interests of Seller in and to any easements, rights-of-way, or other interests in, on, or to any alley, highway, or street in, on, across or adjoining the Land, except for Permitted Encumbrances.

(3) All site plans, surveys, soil and substrata studies, environmental assessments, plans and specifications, engineering plans and studies, landscape plans, and other plans, studies or reports of any kind in Seller's or its contractors' or agents' possession that relate to the Property ("Plans and Studies").

(4) Any and all other rights, titles, interests, privileges, and appurtenances owned by Seller and in any way related to, or used in connection with, the ownership of the Land; provided that Purchaser desires to receive assignment of the same.

(b) The above listed items are collectively called the "Property." The Property must be conveyed, assigned, and transferred to Purchaser (or its designee) at the Closing (defined below) free and clear of all liens, claims, easements, covenants, conditions, rights-of-way, reservations, restrictions, encroachments, tenancies, mineral interests, royalty interests, oil, gas or mineral leases, and any other type of encumbrance (collectively, the "Encumbrances"), except the Encumbrances appearing in the Title Commitment (defined below) that either are not objected to, or, if objected to, are not cured and that are subsequently waived in accordance with Section 3 ("Permitted Encumbrances"). Without limiting the generality of the foregoing, the parties acknowledge and agree that the Permitted Encumbrances shall include any recorded

easements affecting the Property which exist as of the Effective Date of this Agreement and were previously granted to Seller in connection with Seller's operations of electric, gas, water, sewer and other utilities.

(c) At the Closing hereunder, Seller will reserve a non-exclusive easement over that portion of the Property which intersects with the existing Farm to Junction Road (the "Crossing Easement Area"), solely for Seller's use of a public roadway crossing and related improvements (collectively, the "Crossing"). The Crossing will be built and maintained after the Closing by Seller under the terms set forth in the Construction and Maintenance Agreement previously entered into by the Seller and Purchaser. Seller's use of the Crossing Easement Area and the Crossing shall be subject to Purchaser's right to use the Property in any manner as the Purchaser in its sole discretion deems appropriate; provided that Purchaser uses all commercially reasonable efforts to avoid material interference with the use of the Crossing Easement Area by Seller for its use of the Crossing. The reservation of the above-referenced easement by Seller shall be contained in the Deed (as hereinafter defined) in the form attached hereto as Exhibit B.

(d) At the Closing hereunder, Purchaser will grant to Seller certain easement rights to use and maintain certain existing utility facilities, electrical, water and sewer of Seller located on the Property, pursuant to that certain Utility Easement Agreement ("Utility Easement") in form attached hereto as Exhibit E. The Utility Easement shall not be in recordable form and shall not be placed on public record; provided that the parties shall execute and record a Memorandum of Easement pursuant to the terms of the Utility Easement, in the form attached as approved by the parties.

## **Section 2. Purchase Price.**

(a) The purchase price ("Purchase Price") for the Property is approximately **Ten Dollars (\$10.00)**, and other good and valuable consideration, including but not limited to the following:

(i) At the conclusion of the project, the City will have spent approximately Seven Hundred Fifty Two Thousand Seventy Nine Dollars and Twenty Cents (\$752,079.20) in acquisition of and construction on the Property. BNSF agrees that it will credit the City's actual costs on this project toward future land purchases from BNSF or construction work (including rail relocation work) from BNSF.

(b) The Purchase Price is payable in cash at the Closing (defined below).

## **Section 3. Title Commitment and Survey.**

(a) As soon as practicable, but no later than twenty-five (25) days after the Effective Date, Purchaser, at its expense, will obtain the following:

(1) An ALTA Owner's Commitment for Title Insurance (or other comparable form if the Land is located in a jurisdiction which does not employ ALTA or TLTA standards) ("Title Commitment") from Nebraska Title Company, 5601 South 59th Street,

Suite C, Lincoln, NE 68516, 402-476-8818 ("Title Company"). The Title Commitment will set forth the status of title to the Property and will show all Encumbrances and other matters, if any, relating to the Property.

(2) Legible copies of all documents referred to in the Title Commitment, including but not limited to lien instruments, plats, reservations, restrictions, and easements.

(3) Copies of the tax statements covering the Property.

(b) Within twenty-five (25) days after the Effective Date, Purchaser, at its expense, will obtain a survey ("Survey") consisting of a plat and to the extent available, field notes describing the Property. The Survey must be a current, on-the-ground, staked survey performed by a registered public surveyor or engineer satisfactory to Purchaser and Title Company. The Survey must comply with the standards of an ALTA survey and must (i) reflect the actual dimensions of the Land and the number of gross square feet and net square feet contained in it; (ii) identify any rights-of-way, easements, or other Encumbrances by applicable recording reference; and (iii) include the surveyor's registered number and seal, the date of the Survey, and a narrative certificate acceptable to Purchaser in favor of Purchaser, Title Company and if Purchaser requests, Purchaser's lender. Subject to the provisions of Sections 3(c) and 3(d), the description of the Land shown on the Survey shall be used in all transaction documents requiring a legal description of the Land and Purchaser and Seller shall execute a supplement to this Contract inserting the legal description in Exhibit A.

(c) Purchaser must give Seller written notice of any objections ("Objections") to the Title Commitment or the Survey (including, but not limited, to the legal description) within fifteen (15) business days after receiving the Title Commitment, the Survey, and all documents referred to in the Title Commitment and the Survey. At the Closing, Seller will provide releases for any deed-of-trust liens, judgment liens, mechanic's liens, delinquent taxes, or any other monetary liens encumbering the Property; provided, however, that if any such liens also encumber other property owned by Seller, Seller will not be required to obtain releases as to such other property, so long as Seller appropriately subdivides such other property from the Property.

(d) If Purchaser gives notice of the Objections, then Seller may (i) cure the Objections; (ii) cause the Title Commitment and the Survey to be amended to reflect cured matters; and (iii) give Purchaser a written response concerning the Objections within five (5) business days after receiving the notice from Purchaser. If Seller does not respond as described, then Purchaser is entitled either:

(1) To terminate this Contract by written notice to Seller and Title Company at any time within ten (10) business days after receipt of written notice from Seller stating that Seller will not or cannot cure the Objections. Upon termination, neither party will have any further rights or obligations under this Contract; or

(2) To waive the Objections that Seller will not or cannot cure and consummate the purchase of the Property subject to those Objections, which will be deemed to be Permitted Encumbrances.

(3) Notwithstanding the foregoing Sections, if Seller has commenced curing the Objections and is diligently prosecuting the same, as determined by Purchaser in Purchaser's sole discretion, then Purchaser in Purchaser's sole discretion may extend the Feasibility Period for an amount of time Purchaser deems necessary for Seller to cure the Objections.

(e) In the event the Title Commitment and/or Survey are revised after Purchaser's initial receipt of the same so as to include any additional exemptions or Encumbrances not shown on the initial Title Commitment and Survey ("New Encumbrances"), the provisions above shall be applicable to any such New Encumbrance and Purchaser shall have the right to deliver Objections with respect thereto in the same manner as Objections to the initial Title Commitment and Survey except that (i) the Objection Period with respect to any such New Encumbrance shall terminate ten (10) days after Purchaser's receipt of the revised Title Commitment or Survey which first refers to or discloses such New Encumbrance and (ii) the Cure Period with respect to such New Encumbrance shall terminate five (5) days after Seller's receipt of Purchaser's Objections with respect thereto.

#### **Section 4. Feasibility Period.**

(a) As used in this Contract, "Feasibility Period" means the period beginning on the Effective Date and ending at 6:00 p.m. Central Time, on April 15th, 2016. Purchaser may, at Purchaser's sole discretion, extend the Feasibility Period up to 3 time(s) for 30 days each by providing Seller written notification on or before the expiration date of the Feasibility Period, as it may be extended.

(b) At the commencement of the Feasibility Period, Seller will deliver to Purchaser copies of all Plans and Studies.

(c) Purchaser may terminate its obligation to purchase the Property at any time during the Feasibility Period in its sole discretion. Purchaser must exercise its termination rights under this Section 4(c) by delivering written notice to Seller at any time during the Feasibility Period. Upon termination of this Contract during the Feasibility Period, neither party will have any further rights or obligations under this Contract. If Purchaser does not send such a notice during the Feasibility Period, it will be deemed to have elected to proceed with purchasing the Property.

(d) During the Feasibility Period, Purchaser may apply with the appropriate governmental authorities to obtain necessary governmental approvals, variances, or permits for Purchaser's contemplated use. Seller will cooperate with Purchaser's efforts to obtain these approvals.

(e) During the Feasibility Period, Seller will permit Purchaser and its contractors and agents to enter the Property to inspect and test the Property (including systems and structural inspections, soil borings, and environmental tests) as Purchaser deems necessary or desirable. Seller will cooperate with Purchaser in arranging the inspections and tests. Purchaser must repair any damages to the Property resulting from any inspection or testing conducted by it or at its direction, and will hold Seller harmless from any and all activities of Purchaser, its agents or contractors for such inspections or testing.

**Section 5. Termination, Default and Remedies.**

(a) Purchaser will be in default under this Contract if (i) it fails or refuses to purchase the Property at the Closing, or (ii) it fails to perform any of its other obligations either before or at the Closing, and such failure is not cured within five (5) business days after written notice of default from Seller. Purchaser will not be in default, however, if it terminates this Contract when it has an express right to terminate or when Seller fails to perform its obligations under this Contract. If Purchaser is in default, then Seller, as its exclusive remedy, is entitled to terminate this Contract by giving written notice to Purchaser before or at the Closing. Following the termination notice, neither party will have any further rights or obligations under this Contract.

(b) Seller will be in default under this Contract if (i) it fails or refuses to sell the Property at the Closing, or (ii) it fails to perform any of its other obligations either before or at the Closing and such failure is not cured within five (5) business days after written notice from Purchaser. Seller will not be in default, however, if it terminates this Contract when it has an express right to terminate or when Purchaser fails to perform its obligations under this Contract, and such failure is not cured within the cure period described above. If Seller is in default, then Purchaser is entitled either (i) to enforce specific performance of Seller's obligations under this Contract with respect to the Property; or (ii) to terminate this Contract by giving written notice to Seller before or at the Closing, whereupon neither party will have any further rights or obligations under this Contract. Nothing herein shall limit any remedy at law, in equity or otherwise that Purchaser may have against Seller in the event of a breach by Seller of (a) any warranty of Seller set forth herein that is first discovered by Purchaser after the Closing, or (b) an obligation to be performed by Seller after Closing.

**Section 6. Closing.**

(a) The closing ("Closing") of the sale of the Property by Seller to Purchaser will occur in the Title Company's office on or before April 30th, 2016 ("Closing Date"). Purchaser may, at Purchaser's sole discretion, extend the Closing Date up to 3 time(s) for 30 days each by providing Seller written notification on or before the then-scheduled Closing Date.

(b) At the Closing, all of the following must occur, all of which are concurrent conditions:

(1) Seller, at its expense, shall deliver or cause to be delivered to Purchaser the following:

(i) A Quit Claim Deed ("Deed") in the form attached hereto as Exhibit "B" and incorporated herein by reference.

(ii) All other documents required to be given to secure and convey any electrical, water or sewer easements as set forth in Section 1 (b) of this contract.

(iii) Evidence satisfactory to Purchaser and the Title Company that the person executing the Closing documents on behalf of Seller has full right, power, and authority from the Planning and Zoning Commission and the City Council of Springfield to do so.

(iv) Seller's affidavit setting forth its U.S. Taxpayer Identification Number, its office address, and its statement that it is not a "foreign person" as defined in Internal Revenue Code §1445, as amended.

(v) The original of each statement for current real estate and personal property taxes that Seller possesses, together with proof of payment of taxes.

(vi) Any other document or instrument that may be necessary or reasonably required by Purchaser or the Title Company to consummate the transaction.

(2) Purchaser, at its expense, shall deliver or cause to be delivered to Seller the following:

(i) Immediately available funds via wire transfer in an amount equal to the Purchase Price.

(ii) All other documents required to be given to secure and convey any electrical, water or sewer easements as set forth in Section 1 (b) of this contract.

(iii) Evidence reasonably satisfactory to Seller and the Title Company that the person executing the Closing documents on behalf of Purchaser has full right, power, and authority to do so.

(3) Seller and Purchaser shall each pay their respective attorneys' fees. Purchaser shall pay all closing costs, including all escrow and recording fees.

(4) Purchaser, at its sole cost, will obtain an **ALTA** Owner's Extended Coverage Policy of Title Insurance with all endorsements required by Purchaser ("Owner Policy") issued by Title Company to Purchaser for the Purchase Price insuring that, upon Closing, Purchaser is the owner of good and marketable fee simple title to the Property

subject only to the Permitted Encumbrances, and to the lien of current, non-delinquent real property taxes and assessments for the year in which the Closing occurs.

(c) Ad valorem and similar taxes and assessments relating to the Property will be prorated between Seller and Purchaser as of the Closing Date, based on estimates of the amount of taxes and assessments that will be due and payable for the Property during the year in which the Closing Date occurs. As soon as the amount of taxes and assessments on the Property for such year is known, Seller and Purchaser will readjust the amount of taxes and assessments due from each party with the result that Seller is responsible for those taxes and assessments applicable to the Property before the Closing Date and Purchaser is responsible for those taxes and assessments applicable to the Property on and after the Closing Date. All prior years' taxes and assessments will be Seller's obligations. This Section 6(c) will survive the Closing.

(d) Any taxes levied as a result of a change in land usage or ownership by virtue of the Property having received any agricultural, open-space or other special use valuation (such taxes being referred to herein as "Roll-Back Taxes") shall be the sole responsibility of Seller and Seller shall indemnify and hold Purchaser harmless from and against any Roll-Back Taxes, to the extent allowed by law. Purchaser may change the use of the Property at any time and shall have no obligation to continue any existing special use valuation for any period of time. At the Closing, if Purchaser so requests, Seller shall execute written requests to the appropriate taxing authorities notifying such authorities that a change in use and ownership has occurred as of the Closing Date and requesting that such Roll-Back Taxes be calculated and a statement delivered therefor. The parties shall reasonably estimate the amount of Roll-Back Taxes which will become due and payable as a result of a change in use and ownership of the Property on the Closing Date ("Estimated Amount").

(e) All utility charges and the charges under any service contracts or insurance premiums that Purchaser elects to assume will be prorated between the parties as of the Closing Date.

(f) Upon completion of the Closing, Seller shall deliver to Purchaser possession of the Property free and clear of all tenancies and parties in possession.

(g) The provisions of Sections 6(d) and (e) above shall survive Closing.

**Section 7. Seller's Covenants, Representations and Warranties.**

(a) Seller covenants and agrees with Purchaser that:

(1) At all times before Closing, Seller shall maintain in force property and liability insurance with respect to damage or injury to person or property occurring on the Property.

(2) At all times before Closing, Seller shall maintain the Property in as good a condition and repair as exists on the Effective Date, except for normal wear and tear.

Seller shall advise Purchaser of any significant repair or improvement it makes to keep the Property in such condition.

(3) Before Closing, Seller may not create -- or voluntarily permit to be created -- any liens, easements or other conditions affecting all or part of the Property without Purchaser's prior written consent, which Purchaser may withhold in its sole discretion.

(b) Seller represents and warrants to Purchaser that:

(1) Seller is a Missouri Municipal Corporation duly organized, validly existing, and in good standing under Missouri law.

(2) Seller has all requisite power and authority to own the Property, enter into this Contract, and consummate the transaction contemplated in this Contract. Seller has duly authorized the execution and delivery of this Contract such that all documents to be executed by Seller are its valid, legally binding obligations and are enforceable against it in accordance with their terms.

(3) The persons executing this Contract and any and all documents on behalf of Seller have the legal power, right, and actual authority to bind Seller.

(4) Seller has the full right to sell the Property in accordance with this Contract.

(5) Seller has no notice and to the best of Seller's knowledge, there are no actions, suits, or proceedings pending, threatened or asserted against Seller relating to or against the Property, before or by any federal, state, municipal, or other governmental department, court, commission, board, bureau, agency, or instrumentality.

(6) Seller has no notice and to the best of Seller's knowledge, there are no pending or threatened condemnation actions, special assessments, or increases in assessed valuation with respect to the Property.

(7) Seller has not received any notice that, and to the best of its knowledge there are no, ordinances, regulations, laws, or statutes of any governmental agency pertaining to the Property which the Property violates.

(8) At Closing, there will be no unpaid bills or claims in connection with any work performed or material purchased in connection with the Property.

(9) No person, firm, corporation or other entity has or at the Closing shall have (i) any right or option to acquire the Property, or any part thereof, from Seller, or (ii) have any leasehold, tenancy, or other possessory rights or interests in the Property, or any part thereof.

(10) Seller has not, and at the Closing will not have, entered into any agreement affecting the Property, other than this Contract.

(11) Seller's execution of this Contract and its consummation of the transaction do not, and at the Closing Date will not, breach any agreement or constitute a default or a condition that would ripen into a default under any agreement to which Seller is a party or by which all or part of the Property is bound. Furthermore, Seller's execution of this Contract and its consummation of the transaction do not, and at the Closing will not, violate any order, rule, or regulation applicable to Seller or the Property of any court or any federal, state, or municipal regulatory body or administrative agency or other governmental body.

(12) No permission, approval, or consent by third parties or governmental authorities is required for Seller to consummate this transaction.

(13) No representation, warranty, or statement of Seller in this Contract or in any document or Information to be furnished to Purchaser misstates or omits any material fact necessary to make the statements or facts contained therein not materially misleading. Seller knows of no situation on or about the Property not disclosed to Purchaser in writing which Seller reasonably should know would affect Purchaser's consideration of the Property.

(14) (A) Seller has no notice and to the best of Seller's knowledge, no material amount of Hazardous Substances has been disposed of, released, or identified on, under, in the vicinity of, or at the Property.

(B) Seller has no notice and to the best of Seller's knowledge, neither the Property nor any occupant using it is in violation of any Environmental Laws relating to the Property, including, but not limited to, soil and surface and ground water conditions or the manufacture, generation, or storage of Hazardous Substances on the Property.

(C) Seller has no notice and to the best of Seller's knowledge, there are no asbestos-containing materials, underground storage tanks, above-ground storage tanks, or other containers of Hazardous Substances located on the Property. The Property is not now--and has not been--used as a landfill.

(D) Seller has no notice and to the best of Seller's knowledge, no actions, suits, proceedings, orders, inquiries, or investigations are pending or are threatened against, involving, or affecting the Property, at law or in equity, or before or by any federal, state, municipal, or other governmental department, court commission, board, bureau, agency, or instrumentality, alleging the violation of any federal, state, or local law, statute, ordinance, rule, regulation, decree, order, and/or permit relating to Environmental Matters or the release of any Hazardous Substances.

(E) (i) "Environmental Laws" means all applicable laws (including regulations, by-laws, codes, international treaties, and agreements) with respect to the Property, now or hereafter in existence, relating to the environment, health and safety matters, Hazardous Substances, pollution, or protection of the environment.

(ii) "Environmental Matters" means matters relating to the generation, manufacture, use, storage, handling, transportation, and/or disposal of Hazardous Substances, or conditions with respect to the atmosphere, soil, surface and ground waters, wetlands, stream sediments, vegetation, endangered species, and stormwater runoff or discharge.

(iii) "Hazardous Substances" means any substance that is -- or is deemed under Environmental Laws to be, alone or in any combination -- hazardous, hazardous waste, toxic, radioactive, a pollutant, a deleterious substance, a contaminant, a dangerous good, or a source of pollution or contamination, or which, when released into the environment, is likely to cause, at some immediate or future time, material harm or degradation to the environment or material risk to human health, whether or not such substance is defined as "hazardous" under Environmental Laws.

(c) Seller's representations, warranties, and covenants in this Contract are subject to the following terms and conditions:

(1) Seller's representations, warranties, and covenants are (i) material and being relied upon, and (ii) continuing, made both as of the Effective Date and as of the Closing Date, except to the extent that Seller otherwise notifies Purchaser in writing at or before Closing. If Seller so notifies Purchaser in writing at or prior to Closing -- or if Purchaser independently discovers on or prior to the Closing -- that any material representation, warranty, or covenant is no longer true, Purchaser may either (i) terminate this Contract by written notice to Seller, and neither party will have any further rights or obligations under it; or (ii) waive the representation, warranty, or covenant and close the purchase of the Property. If Purchaser discovers after the Closing that any representation or warranty was not true when made then Purchaser shall be entitled to any remedy available at law or in equity.

(2) Seller's representations, warranties, and covenants will survive the Closing for a period of two (2) years.

**Section 8. Conditions to Closing.**

(a) Notwithstanding anything to the contrary in this Contract, until Closing the following matters are conditions precedent to Purchaser's obligations under this Contract.

(1) All of Seller's representations and warranties must be true and correct as of Closing in all material respects.

(2) Seller must deliver, perform, observe, and comply with all of the items, instruments, documents, covenants, agreements, and conditions required of it by this Contract.

(3) Seller must not be in receivership or dissolution, nor have made any assignment for the benefit of creditors, nor admitted in writing its inability to pay its debts as they mature, nor have been adjudicated a bankrupt, nor have filed a petition in voluntary bankruptcy, or a petition or answer seeking reorganization or an arrangement with creditors under state or federal bankruptcy law or any other similar law or statute, nor may any such petition have been filed against it.

(b) Purchaser may waive any of the conditions set forth in Section 8(a) in its sole discretion, at or before Closing. If any of the conditions are not satisfied or waived, Purchaser may terminate this Contract by giving written notice to Seller at or before Closing, and neither party will have any further rights or obligations under this Contract.

**Section 9. Brokers.** Each Party represents and warrants to the other that it has not engaged, or become liable to, any agent, broker, or other similar party in connection with this transaction.

**Section 10. Notices.**

(a) Any notice under this Contract must be written. Notices must be either (i) hand-delivered to the address set forth below for the recipient; or (ii) placed in the United States certified mail, return receipt requested, addressed to the recipient as specified below; (iii) deposited with an overnight delivery service, addressed to the recipient as specified below; or (iv) telecopied by facsimile transmission to the party at the telecopy number listed below, provided that the transmission is followed with a copy sent by overnight delivery or regular mail to the address specified below. Any notice is effective upon deposit with the U.S. Postal Service or with the overnight delivery service, as applicable; all other notices are effective when received.

(b) Seller's address for all purposes under this Contract is:

CITY OF SPRINGFIELD  
840 Boonville Ave.  
Springfield, MO 65801  
Attention: City Manager's Office  
Telephone: 417-864-1006  
Telecopy: 417-864-1912

with a copy to:

CITY OF SPRINGFIELD  
840 Boonville Ave.  
Springfield, MO 65801  
Attention: City Attorney's Office  
Telephone: 417-864-1645  
Telecopy: 417-864-1551

(c) Purchaser's address for all purposes under this Contract is:

BNSF RAILWAY COMPANY  
301 Lou Menk Drive, GOB-3W  
Fort Worth, Texas 76131-2830  
Attention: Charles Keltner  
Telephone: (817) 352-6464  
Email: Charles.Keltner@bnsf.com

with a copy to:

BNSF RAILWAY COMPANY  
2500 Lou Menk Drive, AOB-3  
Fort Worth, TX 76131  
Attention: Shanna Cargill  
Telephone: (817) 352-3304  
Email: Shanna.Cargill@bnsf.com

(d) Either party may designate another address for this Contract by giving the other party at least five (5) business days' advance notice of its address change. A party's attorney may send notices on behalf of that party, but a notice is not effective against a party if sent only to that party's attorney.

**Section 11. Entire Agreement.** This Contract (including its exhibits) contains the entire agreement between Seller and Purchaser. Oral statements or prior written matter not specifically incorporated into this Contract has no force or effect. No variation, modification, or

change to this Contract binds either party unless set forth in a document signed by the parties or their duly authorized agents, officers, or representatives.

**Section 12. Assigns.** This Contract inures to the benefit of and binds the parties and their respective legal representatives, successors, and permitted assigns. Purchaser may assign its rights or obligations under this Contract to an affiliate, subsidiary or other Purchaser related entity without Seller's consent, but with notice to Seller. Purchaser may assign its rights or obligations under this Contract to its 1031 Tax Exchange Entity without the consent of Seller.

**Section 13. Effective Date.** The date on which the last of Seller and Purchaser signs this Contract is the "Effective Date" of this Contract.

**Section 14. Time of the Essence.** Time is of the essence in this Contract. Whenever a date specified in this Contract falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day.

**Section 15. Destruction, Damage, or Taking Before Closing.** If, before the Closing, the Property or any substantial portion of it is damaged or destroyed or becomes subject to a taking by eminent domain, Purchaser may either (i) terminate this Contract, and neither party will have any further rights or obligations under this Contract; or (ii) proceed with the Closing of the Property, and Seller will assign to Purchaser all condemnation or insurance proceeds available as a result of such damage, destruction, or taking.

**Section 16. Tax-Deferred Exchange Under I.R.C. § 1031.** Purchaser may assign its rights (but not its obligations) under this Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Purchaser to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Purchaser shall provide Seller with a "Notice of Assignment," attached hereto as Exhibit "C", and Seller shall execute an acknowledgement of receipt of such notice. Seller may also assign its rights (but not its obligations) under this Agreement to an exchange intermediary in order for Seller to effect an exchange under Section 1031 of the Internal of Revenue Code. Seller agrees to fully cooperate with Purchaser to permit Purchaser to accomplish a tax-deferred exchange, but at no additional expense or liability to Seller for such tax-deferred exchange, and with no delay in the Closing. Seller's cooperation will include, without limitation, executing such supplemental documents as Purchaser may reasonably request. Seller agrees that Purchaser may use its standard form of "Assignment of Rights," attached hereto as Exhibit "D", in connection with any tax deferred exchange.

**Section 17. Terminology.** The captions beside the section numbers of this Contract are for reference only and do not modify or affect this Contract. Whenever required by the context, any gender includes any other gender, the singular includes the plural, and the plural includes the singular.

**Section 18. Governing Law.** This Contract is governed by and must be construed in accordance with Missouri law.

**Section 19. Severability.** If any provision in this Contract is found to be invalid, illegal, or unenforceable, its invalidity, illegality, or unenforceability will not affect any other provision, and this Contract must be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

**Section 20. Rule of Construction.** Each party and its counsel have reviewed and revised this Contract. The parties agree that the rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Contract or its amendments or exhibits.

**Section 21. Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret this Contract, Seller and Purchaser shall each be responsible for their own attorneys' fees, costs, and necessary disbursements.

**Section 22. Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgement of, or on behalf of, each part, or that the signature of all persons required to bind any party or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

**Section 23. “As-Is”.** Purchaser is purchasing the Property solely in reliance on Purchaser’s own investigation, inspection and testing of the property and except for the express representations and warranties contained in this Agreement, no representations, claims or warranties of any kind whatsoever, express or implied, concerning the Property or its fitness, condition or suitability for any use or purpose, including without limitation the environmental condition of the Property, have been made by Seller or any party acting on behalf of Seller. Except as specifically provided in the agreement, Purchaser is acquiring the Property “as is” and “where is” with any and all damage, faults and defects.

EXECUTED as of the Effective Date.

**SELLER**

City of Springfield, Missouri

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

**PURCHASER**

BNSF RAILWAY COMPANY,  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ (Title Company) acknowledges  
receipt of this Contract on \_\_\_\_\_, 201\_\_.

\_\_\_\_\_,

a(n) \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Exhibit B

**QUITCLAIM DEED WITH RESERVATION OF EASEMENTS AND RIGHT OF WAY INTERESTS**

THIS INDENTURE, made on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, A.D., by and between the City of Springfield, Missouri, a municipal corporation, of the County of Greene in the State of Missouri, Grantor, and BNSF RAILWAY COMPANY, a Delaware corporation, whose mailing address is: \_\_\_\_\_, Grantee.

WITNESSETH; that the said Grantor, in consideration of the sum of Ten Dollars(s) (\$10.00) and other valuable considerations paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents remise, release and forever quit claim unto the said Grantee the following described lots, tracts or parcels of land, lying, being and situate in the County of Greene and State of Missouri, and subject to reservations as set forth herein, to wit:

Tract A, consisting of the north portion of the arc of land to be conveyed to the Grantee, and more particularly described in Exhibit A, attached hereto and incorporated by reference as though fully set forth; and

Tract B, consisting of the south portion of the arc of land to be conveyed to the Grantee, and more particularly described in Exhibit B, attached hereto and incorporated by reference as though fully set forth; and

Tract C, consisting of the center of said arc and containing a road, as more particularly described in Exhibit C, attached hereto and incorporated herein by reference as though fully set forth.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee, and its successors, and assigns forever,

so that neither the Grantor, nor its successors and assigns, nor any other person or persons for it or in its name or on its behalf, shall or will hereafter claim or demand any right, except as herein reserved, or title to the aforesaid premises or any part thereof, but they, and every one of them shall by these presents be excluded and forever barred.

GRANTOR RESERVES herein to itself, its successors, assigns, four interests in said land described and attached hereto as Exhibits 1 - 4; said Exhibits being respectively, Utility Easement, Sewer Easement running parallel to and contiguous to Junction Street, South Sewer Easement and Right-of-Way Deed.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed on the date first above written.

(Signatures Appear on the Next Page)

ATTEST:

CITY OF SPRINGFIELD

\_\_\_\_\_  
Anita Cotter, City Clerk

\_\_\_\_\_  
Robert L. Stephens, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Thomas E. Rykowski, Assistant City Attorney

ACKNOWLEDGMENT

STATE OF MISSOURI            )  
                                          ) ss  
COUNTY OF GREENE         )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared Robert L. Stephens, to me personally known, who, being duly sworn did say that he is the Mayor of the city of Springfield, Missouri, a municipal corporation of the state of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and said Mayor, Robert L. Stephens, acknowledged said instrument to be the free act and deed of said corporation.

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



One-rdg.   X    
P. Hrngs.             
Pgs.   27    
Filed:   03-29-16  

Sponsored by:   Fisk  

COUNCIL BILL NO.   2016- 074   RESOLUTION NO.                                   

A RESOLUTION

1 AMENDING the Transportation Plan element of the Springfield-Greene County  
2 Comprehensive Plan of the City of Springfield, Missouri, by adopting new  
3 Figures 20-2 and 20-9 to update the Major Thoroughfare Plan. (Planning  
4 and Zoning Commission and staff recommend approval.)  
5  
6

7 WHEREAS, the City Council adopted the Transportation Plan as an element of  
8 the Comprehensive Plan on June 11, 2001, which is the master plan for development of  
9 the City of Springfield, Missouri; and  
10

11 WHEREAS, Article XI, Section 11.6 of the City Charter provides that the  
12 Commission may adopt the master plan as a whole by a single resolution, or may by  
13 successive resolutions, adopt successive parts of the plan, said parts corresponding to  
14 major geographical sections of the City or to functional divisions of the subject matter of  
15 the plan, and may adopt any amendment or extension thereof or addition thereof; and  
16

17 WHEREAS, Figure 20-2 and 20-9 (Exhibit A) was adopted as part of the  
18 Springfield Major Thoroughfare Plan, an element of the Transportation Plan; and  
19

20 WHEREAS, revisions to Figure 20-2 and 20-9 are desired to document the  
21 location of existing roads, proposed roads and roads scheduled to be removed (Exhibit  
22 B); and  
23

24 WHEREAS, a current and updated version of the Springfield Major Thoroughfare  
25 Plan is necessary to keep the public on notice, as changes related to City transportation  
26 and expansion occur; and  
27

28 WHEREAS, the Planning and Zoning Commission held a public hearing on  
29 March 3, 2016 and recommended approval of the above revisions; and  
30

31 WHEREAS, after due notice, the City Council has received public comment at a  
32 public hearing on April 4, 2016.  
33

34 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF  
35 SPRINGFIELD as follows, that:  
36

37           Section 1 - The City Council hereby amends the Transportation Plan of the  
38 Springfield-Greene County Comprehensive Plan by substituting the amended layout  
39 attached and incorporated herein as "Exhibit B" for Figure 20-2 and 20-9 of the  
40 Springfield Major Thoroughfare Plan.

41  
42           Section 2 - The Director of Planning and Development and the City Clerk are  
43 directed to maintain official copies of this Plan in their offices.

44  
45           Section 3 - This resolution shall be in full force and effect from and after  
46 passage.

47  
48 Passed at meeting: \_\_\_\_\_

49  
50 \_\_\_\_\_  
51 Mayor

52  
53 Attest: \_\_\_\_\_, City Clerk

54  
55 Filed as Resolution \_\_\_\_\_

56  
57 Approved as to form: , Assistant City Attorney

58  
59 Approved for Council action: , City Manager

## EXPLANATION TO COUNCIL BILL NO: 2016- 074

FILED: 3-29-16

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To amend the Transportation Plan of the City of Springfield, Missouri, Figure 20-2 and Figure 20-9, and to adopt updates to the existing Major Thoroughfare Plan.

BACKGROUND INFORMATION: The Major Thoroughfare Plan is in the Transportation Plan section of the City of Springfield's Comprehensive Plan. It is intended to provide an overall framework for making decisions on thoroughfare improvements and extensions; identifies locations of future major transportation corridors and serves as a general guide for securing street right(s)-of-way. As stated in the goals of the Transportation Plan, the City should work with the Ozarks Transportation Organization (OTO), to review and update the plan every 5 years in conjunction with their Long Range Transportation Plan Review and Update. The maps included in this Council bill reflect the suggestions and recommendations developed during this year's review of the Major Thoroughfare Plan.

REMARKS: Things that may change during an update of the plan, include a street being reclassified because the function has changed or it is planned to function differently in the future, a future street is added or removed based on how the land use has changed or developed, a new street has been constructed, or a corridor that was previously mapped has been cleaned-up. New roads have been constructed establishing alignments that are different than what was previously mapped.

Supports the following Field Guide 2030 goal(s): Chapter 12, Transportation; Major Goal 1, Transportation Advocacy and Needs Assessment. The transportation network should be monitored periodically, providing feedback for the support of the most comprehensive solution for transportation demand, safety, quality of life, economic development, availability of applicable funding, and the maximizing of beneficial returns on transportation investments. Transportation improvements should be based on this assessment and the network's relationship with the surrounding land use; Objective 1d, The City of Springfield should work with the OTO to develop a composite transportation map of the region that identifies the key elements vital to a cooperative, regional, transportation planning and decision making process, such as regional activity centers, principal transportation corridors and facilities, and designated "green space." Major Goal 3, Economic Development Encourage economic growth and vitality for Springfield and the region by providing transportation infrastructure and facilities that ensure opportunities for future economic development and promote desired growth; Objective 3b, Continue the development of north/south and east/west corridors that would facilitate linkages and relief routes within Springfield and between the surrounding communities. Develop a process for the continued planning and preservation of new roadway corridors and alignments in anticipation of future development, to improve connectivity, and to relieve congestion. Developing connections between Springfield and the surrounding communities should be a high priority and collaborative effort, specifically through the coordination of each

community's Major Thoroughfare Plan. Major Goal 5, Quality of Life and Livability The City of Springfield should work to improve quality of life and livability by enhancing effectiveness and aesthetics and improving the connectivity and accessibility of the street, pedestrian, bicycle, and light rail/monorail networks, promoting urban density and efficient development patterns, and increasing the efficiency and convenience of the existing public transit system.

FINANCIAL: There is no financial impact to the City with the adoption of the updated plan.

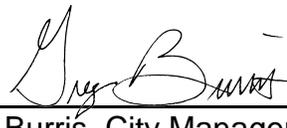
RECOMMENDATION: Public Works and Planning and Zoning Commission (see "Attachment 1," Development Review Staff Report) recommend passage of this Council bill.

Submitted by:



Martin Gugel,  
Assistant Director of Public Works

Approved by:

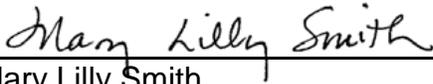


Greg Burris, City Manager

Recommended by:



Dan Smith,  
Director of Public Works



Mary Lilly Smith,  
Director of Planning and Development

## ATTACHMENT 1

### DEVELOPMENT REVIEW STAFF REPORT MAJOR THOROUGHFARE PLAN MAP AMENDMENT

DATE: January 25, 2016

PURPOSE: To amend Figure 20-2 and 20-9 in the City of Springfield Transportation Plan by adopting updates to the Major Thoroughfare Plan.

LOCATION: Various locations throughout the City of Springfield

APPLICANT: City of Springfield

#### FINDINGS FOR STAFF RECOMMENDATION:

1. The Springfield-Greene County Comprehensive Plan Transportation Plan Element was adopted by City Council on June 11, 2001. A portion of this document identifies the Major Thoroughfares within the City.
2. The Major Thoroughfare Plan represents future roadway functions. It is intended to provide an overall framework for making decisions on thoroughfare improvements and extensions. It identifies locations of future major transportation corridors and serves as a general guide for securing rights-of-ways. Future roads are shown in general locations, the actual location may vary.
3. The Major Thoroughfare Plan map currently exists as Figure 20-2 and Figure 20-9 in the Transportation Plan.
4. The proposed amendments are in compliance with the goals set forth in the Transportation Plan which are:
  - i. Identify and establish future thoroughfare systems that integrates land uses with transportation system needs.
  - ii. Recognize a distinct hierarchy of street classification as thoroughfare improvements and development definitions are made.
  - iii. Work with Ozarks Transportation Organization to review and update the plan every 5 years in conjunction with their Long Range Transportation Plan review/update.
5. Missouri State Statute Chapter 89.400.1 requires a municipality to file a certified copy of any adopted major street plan in the office of the county recorder. The city will file a copy of the Major Thoroughfare Plan with the Greene County Recorder's office upon adoption by the Planning & Zoning Commission and the Springfield City Council.

**RECOMMENDATION:**

Staff recommends adoption of the amended Major Thoroughfare Plan and subsequently amending Figure 20-2 and 20-9 in the Transportation Plan.

**PUBLIC COMMENTS:**

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing.

**CITY COUNCIL PUBLIC HEARING:**

April 4, 2016

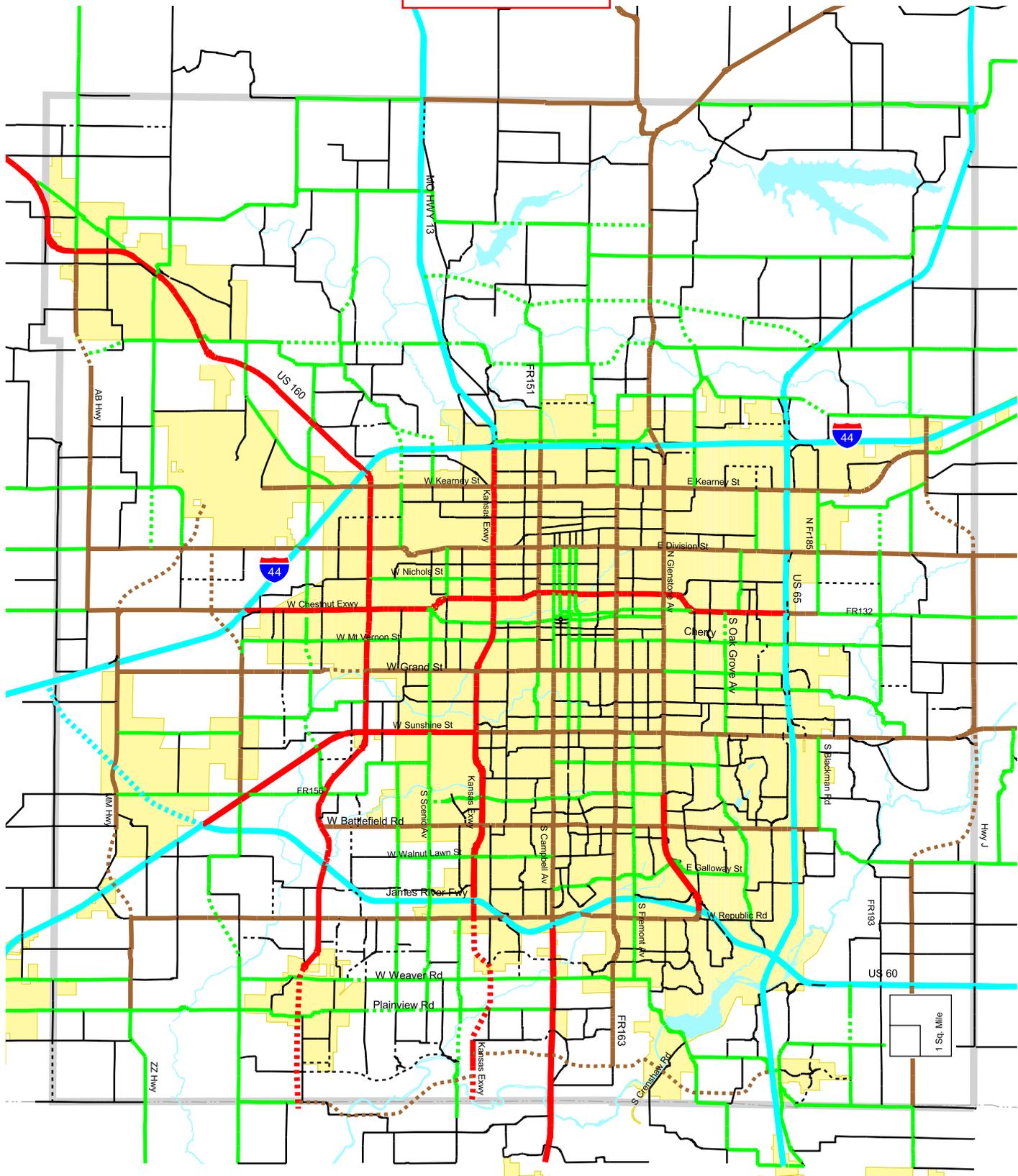
**STAFF CONTACT:**

Dawne Gardner, AICP  
Transportation Planner  
417-864-1863

**EXHIBITS:**

- Exhibit A: Existing Major Thoroughfare Plan Map
- Exhibit B: Major Thoroughfare Plan Map with proposed amendments
- Exhibit C: Description of each change to the map

**EXHIBIT A**



- |  |                    |  |                   |
|--|--------------------|--|-------------------|
|  | COLLECTOR          |  | EXPRESSWAY        |
|  | FUTURE COLLECTOR   |  | FUTURE EXPRESSWAY |
|  | SECONDARY ARTERIAL |  | FREEWAY           |
|  | FUTURE SECONDARY   |  | FUTURE FREEWAY    |
|  | PRIMARY ARTERIAL   |  | MPO Boundary      |
|  | FUTURE ARTERIAL    |  |                   |

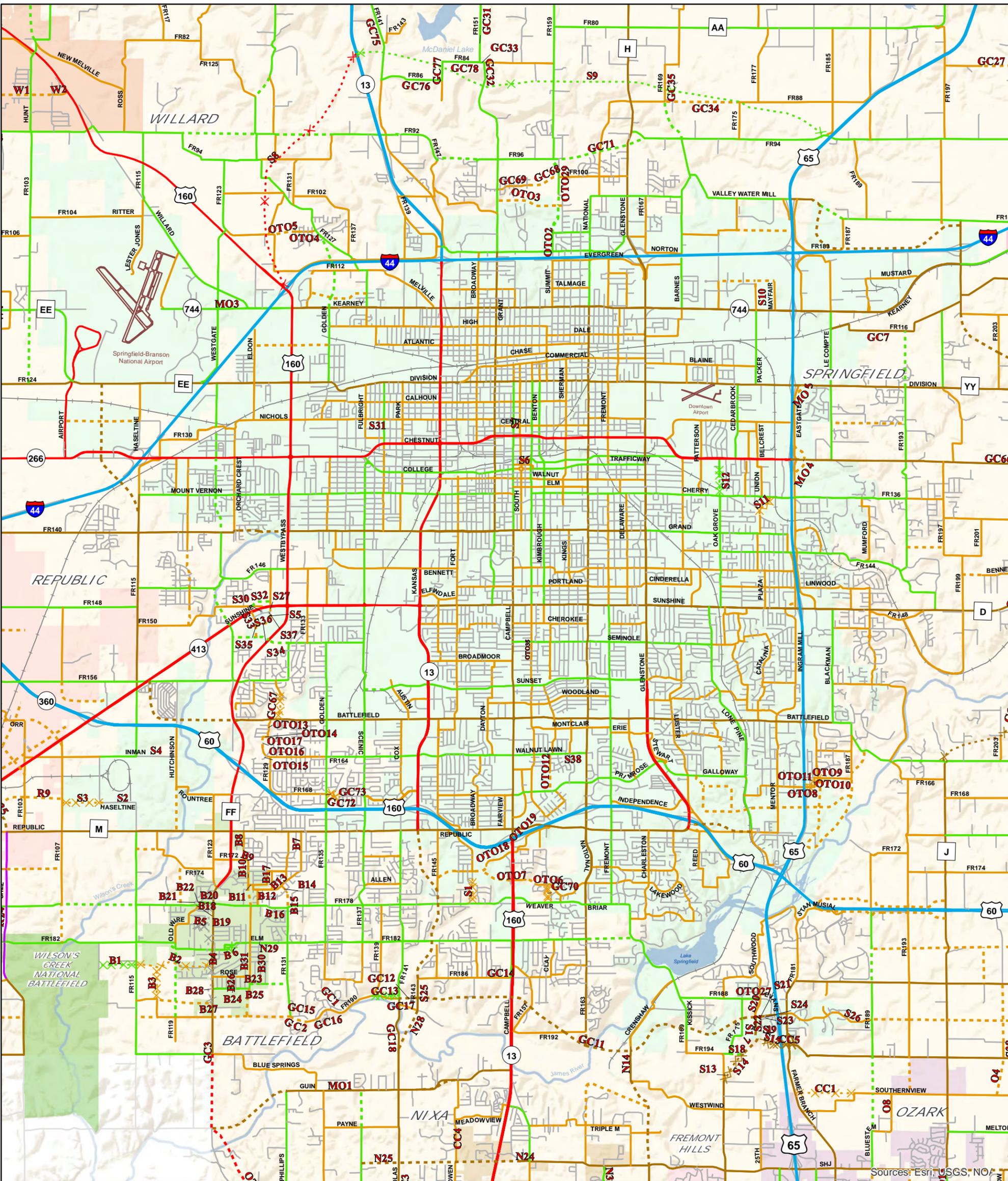
Figure 20-2 and 20-9  
Major Thoroughfare Plan

Recommended 6-lane facilities:  
 \* Campbell from JRF to Christian County line  
 \* US 65 from I-44 to Christian County line  
 \* Kansas Expressway connection from I-44 to Christian County line



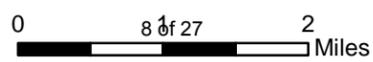
# Springfield Major Thoroughfare Plan

## New Figure 20-2 and 20-9



Sources: Esri, USGS, NOAA

Existing Roads	Proposed Roads	Removals
Freeway	Future Expressway	Future Expressway
Expressway	Future Primary Arterial	Future Primary Arterial
Primary Arterial	Future Secondary Arterial	Future Secondary Arterial
Secondary Arterial	Future Collector	Future Collector
Collector	Future Local Street	Future Local Street
Boulevard		Collector
Local Street		
Railroad		
		<b>Other Boundaries</b>
		OTO Area



### DISCLAIMER

The Ozarks Transportation Organization is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the Missouri Department of Transportation (MoDOT), or the Ozarks Transportation Organization. This map does not constitute a standard, specification, or regulation.

The FHWA, FTA, OR MoDOT acceptance of this map does not constitute endorsement or approval of the need for any recommended improvements nor does it constitute approval of their location and design or a commitment to fund any such improvements. Additional project level environmental impact assessments and/or studies of alternatives may be necessary.

As each of the projects in the Major Thoroughfare Plan (MTP) is implemented, coordination, agreement, and independent approval of the participating local jurisdiction is required. No part of this MTP is to be interpreted as to diminish the authority of local jurisdictions in the area of land use and transportation.

## MTP Updates by Jurisdiction

**Battlefield**

- B1. Remove the future Secondary Arterial between South Farm Road 115 and South Farm Road 111.
- B2. Remove the future Collector between South Farm Road 115 and a point approximately 83 feet west of South State Highway FF.
- B3. Remove the future Collector between West Farm Road 190 and a future Collector (B2).
- B4. Remove the future Local Street that would serve as an outer road for South State Highway FF.
- B5. Remove the future Local Street between South Lewis Street and the future Local Street (B4).
- B6. Remove the future Secondary Arterial between West 3<sup>rd</sup> Street and West Elm Street.
- B7. Reclassify South Ridgecrest Drive between West Sexton Street and West Republic Street: Local Street to Collector.
- B8. Reclassify South Farm Road 125 between West Republic Street and West Farm Road 172: Local Street to Collector. Remove the future Collector that runs the same length.
- B9. Reclassify West Farm Road 172 between South Farm Road 125 and South Ridgeview Avenue: Local Street to Collector. Remove the future Collector that runs the same length.
- B10. Reclassify South Ridgeview Avenue between West Farm Road 172 and a point approximately 138 feet south of West Eagle Crest Street: Local Street to Collector. Remove the future Collector the runs the same length.
- B11. Reclassify West Eagle Crest Street between South Ridgeview Avenue and South Hemlock Avenue: Local Street to Collector.
- B12. Reclassify West Randall Road between South Ridgecrest Drive and South Prairie View Avenue: Local Street to Collector.
- B13. Reclassify South Ridgecrest Drive between West Randall Road and South Western Avenue: Local Street to Collector.
- B14. Reclassify South Farm Road 131 between South Ridgecrest Drive and a point approximately 170 feet south of West Blakey Street: Local Street to Collector.
- B15. Realign the future Collector between West Farm Road 178 and South Ridgecrest Drive to connect South Farm Road 131 and West Farm Road 178.
- B16. Realign the intersections of West Farm Road 178/South Farm Road 131 and West Farm Road 178/South Ridgecrest Drive to match the updated aerials.
- B17. Reclassify South Mary Ann Avenue between West Sexton Street and West Randall Road: Local Street to Collector.

- B18. Remove the future Secondary Arterial between West Farm Road 178 and West Weaver Road.
- B19. Reclassify West Coach Drive between West Farm Road 178 and South Old Wire Road: Local Street to Secondary Arterial.
- B20. Reclassify South Old Wire Road between West Coach Drive and West Weaver Road: Collector to Secondary Arterial.
- B21. Reclassify South Lewis Road between West Weaver Road and West Farm Road 178: Secondary Arterial to Local Street.
- B22. Reclassify West Weaver Road Between South Gold Road and South Old Wire Road: Secondary Arterial to Local Street.
- B23. Realign future Secondary Arterial between West Apple Blossom Terrace and South Cloverdale Lane.
- B24. Add a Secondary Arterial to extend West Azalea Street to South Geranium Lane.
- B25. Add portion of West Azalea Street between South Morning Glory Lane and a point approximately 0.06 miles east of South Honeysuckle Lane: Secondary Arterial.
- B26. Add South Geranium Lane as an existing Local Street.
- B27. Remove the future Local Street west of the intersection of West Azalea Street/South State Highway FF.
- B28. Realign the future Collector between West Farm Road 190 and the removed future Local Street west of South State Highway FF (B4) to extend to South State Highway FF.
- B29. Add a Local Street connecting South Aspen Drive from the intersection of West Carnation Lane/South Aspen Drive and the intersection of West Elm Street/South Aspen Drive.
- B30. Add a Local Street between West Cloverleaf Terrace and West Apple Blossom Terrace named Cottonwood.
- B31. Extend South Cloverdale Lane south from West Cloverleaf Terrace to West Azalea Street. The portion between West Cloverleaf Terrace and West Apple Blossom Terrace is a Collector and the portion between West Apple Blossom Terrace and West Azalea Street is a Secondary Arterial. This change will also remove the proposed Collector and Secondary Arterial spanning the same distances.

### **Nixa**

- N1. Remove the future Expressway between Rosedale and State Highway 14.
- N2. Add a future Collector between Inman and Rosedale.
- N3. Reclassify Rosedale between Gregg and US Highway 160: Expressway to Secondary Arterial.
- N4. Reclassify Rosedale west of Gregg: Expressway to Secondary Arterial.

- N5. Reclassify Scott Wayne between Main and Walleye: Collector to Local Street.
- N6. Reclassify Tracker between Old Castle and a point approximately 0.85 miles west of the intersection of Tracker and Old Castle, and remove the future secondary arterial: Local Street to Secondary Arterial.
- N7. Remove the future Secondary Arterial between a point on North approximately 76 feet west of Old Castle and a point on State Highway 14 approximately 913 feet east of Ridgecrest.
- N8. Remove the future Collector approximately 464 feet north of the Weldon/Taylor/Walleye. Reclassify Weldon between the intersection of Taylor/Walleye and Roubidoux: Local Street to Collector.
- N9. Remove the portion of the future Secondary Arterial that runs along South Elegant Drive from Ozark to a point approximately 170 feet north of Crystal. Reclassify South Elegant Drive from the same points: Local Street to Secondary Arterial.
- N10. Remove the future Collector between a point on Cheyenne approximately 0.23 miles north of State Highway 14 and a future Secondary Arterial (N7).
- N11. Realign the future Collector between a point on Fremont approximately 180 feet north of McGuffey and Cheyenne to swing south below the southern tip of Fremont Hills.
- N12. Realign the future Collector between Roubidoux and a point on Cheyenne approximately 0.5 miles north of North.
- N13. Reclassify North between Cheyenne and Main: Primary Arterial to Secondary Arterial.
- N14. Reclassify Westwind between Crenshaw and a point approximately 0.38 miles south of Crenshaw: Collector to Primary arterial.
- N15. Reclassify State Highway F between Aven Spring and Riverdale: Local Street to Collector. Remove the future Collector between the same points.
- N16. Reclassify Itaska: Local Street to Secondary Arterial. Remove portion of future Secondary Arterial over Itaska.
- N17. Reclassify West between Bryant and a point approximately 140 feet south of Livingston: Local Street to Secondary Arterial. Remove portion of future Secondary Arterial covering the same portion of West.
- N18. Reclassify Inman between Gregg and Shamrock: Local Street to Secondary Arterial. Remove portion of future Secondary Arterial that covers the same portion of Inman.
- N19. Remove the future Secondary Arterial between Inman/Firefly intersection and a point on State Highway M approximately 838 feet northeast of Inman.
- N20. Realign future Secondary Arterial between Inman and US Highway 160 to align with Inman.
- N21. Reclassify Shamrock between Gooch and West Rosedale: Local Street to Secondary Arterial. Remove Portion of future Secondary Arterial the runs the same portion of Shamrock.

- N22. Reclassify Bedrock between Dewberry and a point approximately 219 feet north of Dewberry: Local Street to Secondary Arterial. Remove future Secondary Arterial that spans the same portion of Bedrock.
- N23. Reclassify Jerico between North and Roubidoux: Local Street to Collector. Remove portion of future collector that covers the same length.
- N24. Reclassify Cedar between Main and approximately 149 feet east of Lake Shore: Local Street to Primary Arterial. Remove future Primary Arterial that spans the same distance.
- N25. Realign the future Primary Arterial between Emerald Hills and Cedar.
- N26. Reclassify State Highway F between the intersection of McClean/Riverdale and the west end of McClean: Local Street to Expressway. Remove portion of future Expressway the covers the same portion of road.
- N27. Realign the future Expressway between Rosedale and State Highway F to line up with the McClean/HWY F intersection. Reclassify the same stretch of road: future Expressway to future Primary Arterial.
- N28. Realign the future Primary Arterial (Kansas Expressway extension) between West Farm Road 190 and Nicholas to the Nicholas alignment.
- N29. Remove future Primary Expressway (Kansas Expressway extension western alignment) portion that intersects Dewberry at a point approximately 656 feet east of bedrock.
- N30. Realign the future Secondary Arterial between Gregg and Nicholas to connect to Nicholas approximately 0.25 miles north of Dewberry and to the intersection of Gregg/Northview.
- N31. Add a Secondary Arterial on Cheyenne between State Highway 14 and a point approximately 430 feet south of Timber Springs.
- N32. Realign Timber Springs between Cheyenne and Timberhill to connect with Cheyenne.
- N33. Reclassify Old Castle between State Highway CC and Tracker: Local Street to Secondary Arterial. Remove the future Secondary arterial that covered the same span of Old Castle.
- N34. Reclassify Old Castle between North and E Meridian Avenue: Local Street to Secondary Arterial. Remove the future Secondary Arterial that covered the same span of Old Castle.
- N35. Realign the future Secondary Arterial between Tracker and E Meridian Avenue to align to Old Castle.
- N36. Realign the future Collector to connect to the east/west future collector (N11) swinging south of the southern tip of Fremont Hills.
- N37. Remove portion of future Secondary Arterial that intersects Nicholas at a point approximately 0.26 miles north of Dewberry to stop at the future Primary Arterial (Kansas Expressway Extension/Nicholas) approximately 0.17 miles northeast of where it runs into Nicholas.
- N38. Realign the future Collector between Norton and Truman to connect with Truman.

- N39. Reclassify Truman between a points approximately 121 feet south of Livingston and approximately 187 feet north of Baily: Local Street to Collector.
- N40. Reclassify Truman between State Highway 14 and a point approximately 132 feet south of Heather Glen: Local Street to Collector.
- N41. Realign the future Collector between the northern (N40) and southern (N39) portions of Truman to connect the two portions.
- N42. Realign the future Collector between Bryant and the future Collector (N41) to connect the two.
- N43. Reclassify Dustin between Truman and the western end of Chestnut Bend: Local Street to Collector. Remove portion of future Collector spanning the same portion.
- N44. Add a future Collector between Pembroke and Silver Oak.
- N45. Remove future Secondary Arterial between Butterfield and Old Bittersweet.
- N46. Remove future Secondary Arterial between West and Rosedale.
- N47. Add future Local Street between West and Harrison. Intersecting US Highway 160 at a point approximately 0.26 miles south of South Street.
- N48. Add a future Local Street between West and City Del.
- N49. Add a future Local Street between Butterfield and the future Local Street between West and City Del (N48).
- N50. Add a future Local Street headed east approximately 488 feet and turning south approximately 880 feet, from a point on the future local street (N48) approximately 480 feet south of it's intersection with West Street.
- N51. Add a future Local Street between Harrison and Trail Point.
- N52. Reclassify Firefly between Inman and State Hwy M: Local Street to Collector.
- N53. Remove portion of the future Collector between Walleye and Tracker north of Tracker.
- N54. Reclassify Roubidoux between Jerico and the future Collector connecting to Cheyenne (N12).

**Ozark**

- O1. Reclassify North Hidden Creek Drive between East County Line and Heather: Local Street to Collector.
- O2. Reclassify North 22<sup>nd</sup> Street between points approximately 780 feet south of West Jackson and 1,273 feet south of West Jackson: Local Street to Collector.
- O3. Reclassify North 17<sup>th</sup> Street between West Clay and West Lakeland: Local Street to Secondary Arterial. Remove portion of the future Secondary Arterial that ran the length of the same segment.

- O4. Realign future Collector between East County Line and East Southernview to connect to South Farm Road 203.
- O5. Add East Houghton Drive as a Collector and remove a portion of the future collector that spans the length of East Houghton Drive.
- O6. Realign the future Collector between North 22<sup>nd</sup> Street and McCauley to connect the two.
- O7. Add Summit between Sandstone and Stargrass as a Rural Collector.
- O8. Reclassify North Bluestem between West Merle and East Southernview: Local Street to Collector.
- O9. Add a future Secondary Arterial as a replacement for North Riverside between Greenbridge and a point on North Smallin approximately 0.38 miles east of East Riverbluff, intersecting North Riverside just at the end of the North side of the Bridge.
- O10. Reclassify Cottonwood between East Farm Road 194 and south along Cottonwood approximately 0.69 miles: Local Street to Rural Collector.
- O11. Reclassify Heather between East Blue Sky and North Hidden Creek Drive: Local Street to Collector.
- O12. Reclassify North Smallin between North Pheasant and Houghton/East Hemlock and a point approximately 0.41 miles east of East Riverbluff: Primary Arterial to Secondary Arterial.
- O13. Reclassify North Pheasant between East Stone Brook and State Highway NN: Primary Arterial to Secondary Arterial.
- O14. Reclassify the future Primary Arterial between North Pheasant and East Cardinal: future Primary Arterial to future Secondary Arterial.
- O15. Reclassify the future Primary Arterial between North Smallin and East Hemlock: future Primary Arterial to future Secondary Arterial.
- O16. Reclassify East Greenbridge between North Hawkins and North Riverside: Primary Arterial to Secondary Arterial.
- O17. Reclassify North Hawkins between East Greenbridge and approximate 0.64 miles south: Primary Arterial to Secondary Arterial.

**Republic**

- R1. Reclassify West Farm Road 178 between South Farm Road 71 and South Martone Lane: Secondary Arterial to Collector.
- R2. Reclassify West Farm Road 178 between South Farm Road 59 and South Marton Lane: Local Street to Collector.

- R3. Reclassify West Farm Road 174 between South Wilsons Creek Boulevard and North Oakwood Avenue: Secondary Arterial to Collector.
- R4. Reclassify East Miller Road between South State Highway ZZ and South Main Street: Secondary Arterial to Collector.
- R5. Realign the future Collector between East Rosewood Street and a point along US Highway 60 East approximately 303 feet south of South Morningside Avenue.
- R6. Reclassify East Rosewood Street between points approximately 100 feet west of South Morningside Avenue and 62 feet east of South Linwood Avenue: Local Street to Collector.
- R7. Reclassify East Kentwood Street between the northern and southern portions of North Oakwood Avenue: Local Street to Secondary Arterial.
- R8. Reclassify North Oakwood Avenue between East Kentwood Street and East Elm Street: Local Street to Secondary Arterial.
- R9. Realign the future Collector between South Farm Road 103 and South Farm Road 107.
- R10. Reclassification of East Williamsburg Walk between South Farm Road 89 and West Farm Road 194: Local Street to Secondary Arterial.
- R11. Add a future Collector between West Frisco Boulevard and West Farm Road 194.
- R12. Add a future Secondary Arterial between South Farm Road 67 and the future Collector connecting West Farm Road 194 and West Frisco Boulevard (R11).
- R13. Reclassify the future Secondary Arterial west off of State Highway MM approximately 0.5 miles south of West Farm Road 144: future Secondary Arterial to future Collector.
- R14. Add a future Collector between a point along West Farm Road 144 approximately 0.45 miles west of State Highway MM and the future Collector headed west off of State Highway MM approximately 0.5 miles south of West Farm Road 144 (R13).
- R15. Reclassify East Freedom Street between North Lynn Avenue and North Liberty Avenue: Local Street to Secondary Arterial
- R16. Reclassify North Liberty Avenue between East Freedom Street and East Independence Street: Local Street to Secondary Arterial.
- R17. Reclassify East Independence Street between North Liberty Avenue and US 60 East: Local Street to Secondary Arterial.
- R18. Realign the future Secondary Arterial between South Bailey Street and US 60 East.
- R19. Reclassify the portion of South Bailey Street between West North Street and West Wade Street: Local Street to Secondary Arterial.
- R20. Realign the future Collector between West Farm Road 182 and East Hines Street to run into the south end of North Jester Avenue.

- R21. Realign the future Collector between East Hines Street and West Farm Road 170 to run into North White Rock Avenue instead of Hines.
- R22. Add a future Collector between points approximately 0.25 miles north of West Farm Road 188 on South Farm Road 67 and South Kansas Avenue.
- R23. Add a future Collector between the intersection of North Main Street/East Lapis Street and South Farm Road 71/West Farm Road 174.
- R24. Reclassify South Wilsons Creek Boulevard between West Republic Road and West Farm Road 186: Primary Arterial to Boulevard.
- R25. Realign the future Primary Arterial between West Republic Road and South State Highway MM.
- R26. Realign the future Primary Arterial between Farm Road 97 and the ZZ extension (R25).
- R27. Realign the future Secondary Arterial between the ZZ extension (R25) and the intersection of South Farm Road 99/West Farm Road 168.
- R28. Realign the future Collector between South Farm Road 103 and South Rhine Circle to stop at West Farm Road 170.
- R29. Add a future Collector between West Farm Road 144 and West Farm Road 140.
- R30. Realign the future Collector between South Colorado Avenue and West Miller Road to connect at the west end of Miller.
- R31. Realign South Colorado Avenue to extend to Civic Boulevard and remove the portion of future Collector that spans the same distance.
- R32. Add a future Local Street between points along South Illinois Avenue approximately 456 feet east of Civic Boulevard and 511 feet east of the end point of South Colorado Avenue along the future Collector.
- R33. Remove portion of West Miller Road that connects to US 60 West.
- R34. Add a future Local Street between the intersection of South Illinois Avenue/Civic Boulevard and the future Collector that would be the extension of Frisco Boulevard.
- R35. Add a future Local Street between points approximately 290 feet south of US 60 West along South Colorado Avenue and 600 feet north of South Colorado Avenue along the future Collector (R30) between South Colorado Avenue and West Miller Road.
- R36. Add a future Local Street between the intersection of South Colorado Avenue/Civic Boulevard and a point approximately 313 feet northwest of that intersection.
- R37. Add a future Local Street between the future Collector (R30) and the future Local Street (R38), running parallel to South Colorado Avenue and the future collector that extends Colorado.
- R38. Add a future Local Street connecting the future Local Street running parallel to South Colorado Avenue (R37) and the future Collector that would be the extension of South Colorado Avenue.

- R39. Reclassify future Secondary Arterial between West Farm Road 178 and South Farm Road 59: Secondary Arterial to Collector.
- R40. Reclassify East Rosewood Street between South Pinewood Ave and South Brasswood Ave: Local Street to Collector.
- R41. Reclassify South Brasswood Ave between East Elm Street and West Farm Road 186: Local Street to Collector.

### **Springfield**

- S1. Remove the Future Collector between Weaver Road and Quail Creek Avenue
- S2. Reclassify South Farm Road 115/ South Haseltine Road from West Farm Road 164 to West State Highway M: Secondary Arterial to Local Street.
- S3. Remove the Future Collector between South Haseltine Road/South Farm Road 115 and S Farm Road 107.
- S4. Reclassify West Inman Road from South Hutchinson Road to South Haseltine Road: Collector to Local Street.
- S5. Realign the Future Collector from Zimmer Avenue to the Future Collector connecting to the Future Collector that will be McCurry Avenue.
- S6. Reclassify East Olive Street between East Saint Louis Street and North Campbell Avenue: Secondary Arterial to Collector.
- S7. Reclassify North Boonville Avenue between Park Central North and West Division Street: Secondary Arterial to Collector.
- S8. Remove the Future Expressway between I44/US160 intersection and North State Highway 13.
- S9. Remove the Future Secondary Arterial between North State Highway 13 and East Farm Road 94.
- S10. Reclassify the Future Collector between East Kearney Street and approximately 1/10 of a mile South of East Jean Street: Future Collector to Existing Collector.
- S11. Remove the Future Collector between East Cherry Street and South Devonshire Dr.
- S12. Remove the Future Secondary Arterial between East Cherry Street and the intersection of North Oak Grove Avenue/East Saint Louis Street.
- S13. Remove the Future Collector at a point on North Fremont approximately 530 feet north of East Sun Valley.
- S14. Remove the Future Primary Arterial between the intersection of North Fremont/East Sun Valley and the Future Secondary Arterial that extends east from South Farm Road 175.
- S15. Remove the Future Primary Arterial intersecting US Highway 65 at a point approximately 0.41 miles south of East Evans Road.

- S16. Remove the Primary Arterial between South Glenstone Avenue and the intersection of East Republic Street/South Lone Pine Avenue.
- S17. Realign the future Primary Arterial between South Southwood Road and the future Secondary Arterial that intersects South Farm Road 175 (S18).
- S18. Realign the future Secondary Arterial intersecting South Farm Road 175 at a point approximately 511 feet east of North Fremont to avoid a body of water.
- S19. Realign East Farm Road 188 to connect to South Southwood Road.
- S20. Add South Southwood Road between East Evans Road and the roundabout at East Riverbluff Boulevard: Collector. Remove the future Collector in the along the same roadway.
- S21. Add East Riverbluff Boulevard between East Evans Road and the roundabout at South Southwood Road: Primary Arterial. Remove the future Primary Arterial along the same roadway.
- S22. Add South Southwood Road South of the roundabout at South Southwood Road and East Riverbluff Boulevard: Primary Arterial. Remove portion of future Primary Arterial over the same portion of the roadway.
- S23. Add Local Street between points approximately 0.08 miles east and 0.23 miles east of South Southwood Road along East Farm Road 188.
- S24. Add Local Street between East Riverbluff Boulevard and Local Street surrounding the Mercy Medical Center.
- S25. Reclassify South Farm Road 143 between West Twin Bridges Lane and East Farm Road 186: Collector to Primary Arterial.
- S26. Reclassify East Millwood Drive between South Farm Road 189 and South Lookout Ridge Drive: Local Street to Collector.
- S27. Reclassify South Walmart Access road at the intersection of East Sunshine Street and South Farm Road 129: Local Street to Collector.
- S28. Reclassify South Farm Road 203 between East County Line Road and East Farm Road 192: Local Street to Collector.
- S29. Remove the future Collector between what was the Republic Road extension and South Glenstone Avenue.
- S30. Add a Future Local Street connecting Washita Street to West Sunshine Street.
- S31. Reclassify West Nichols Street between South West By Pass and North Kansas Expressway: Secondary Arterial to Collector.
- S32. Add a future Secondary Arterial between South Farm Road 129 and West Farm Road 148.
- S33. Add McCurry Avenue as a completed Collector between West Sunshine Street and Washita St.

- S34. Add a Future Collector connecting the future extension of Zimmer Avenue to the future extension of McCurry Avenue.
- S35. Add a Future Collector extending McCurry Avenue south to the Future Secondary Arterial that connects West Seminole Street to South Farm Road 123.
- S36. Add an existing Local Street named Washita Street between McCurry Avenue and approximately 164 feet west of Zimmer Avenue.
- S37. Add a Future Local Street extending Washita Street east to Zimmer Ave.

### **Strafford**

- ST1. Reclassify North Farm Road 249 between East Farm Road 104 and East State Highway OO: Local Street to Collector.
- ST2. Reclassify East Farm Road 104 between North Farm Road 249 and the OTO border (Greene and Webster County Borders): Collector to Local Street.
- ST3. Reclassify Bumgarner Boulevard between South Madison Avenue and a point approximately 0.15 miles west of South Lincoln Avenue: Local Street to Collector.
- ST4. Add a future Collector between South State Highway 125 and Bumgarner Boulevard.

### **Willard**

- W1. Add a future Collector between East Hughes Road and East Granite Road.
- W2. Reclassify East Hughes Road between U.S. Highway 160 East and a point approximately 156 feet west of South Megan Lane: Local Street to Collector
- W3. Reclassify East Granite Road between East Hughes Road and a point approximately 100 feet east of South Red Rock Court: Local Street to Collector.
- W4. Add a future Collector between points along North Farm Road 101 approximately 0.46 miles south of West State Highway EE and approximately 0.49 miles north of West State Highway EE. Also intersecting West State Highway EE at a point approximately 0.23 miles west of North Farm Road 101.
- W5. Realign the future Secondary Arterial between West Farm Road 68 and South Hunt Road to run into the intersection of South Hunt Road and West Farm Road 84.

## **Christian County**

- CC1. Remove the future Collector between North Farmer Branch and East Southernview. The proposed route goes through the quarry.
- CC2. Remove the future Collector between Parch Corn and Cottonwood.
- CC3. Reclassify Nicholas Road between a point approximately 0.56 miles north of State Highway AA and State Highway 14: Collector to Primary Arterial.
- CC4. Reclassify Owens Road between State Highway AA and Tracker Road: Secondary Arterial to Collector.
- CC5. Remove the future Primary Arterial between North US 65 and East Farm Road 194.
- CC6. Reclassify Quarry Road between Bornemann and State Highway JJ: Collector to Rural Collector.
- CC7. Reclassify Bornemann between Quarry Road and Arbour: Collector to Rural Collector.
- CC8. Reclassify Arbour between Bornemann and State Highway JJ: Collector to Rural Collector.
- CC9. Reclassify Rochester between State Highway JJ and Arbour: Collector to Rural Collector.
- CC10. Reclassify Smyrna west of State Highway 125 to the intersection of Smyrna/Parched Corn: Collector to Rural Collector.
- CC11. Reclassify Parched Corn between Smyrna and North State Highway 125: Collector to Rural Collector.
- CC12. Reclassify Hunter between Parched Corn and Cypress: Collector to Rural Collector.
- CC13. Reclassify Glade between State Highway 125 and Briar: Collector to Rural Collector.
- CC14. Reclassify Briar between Glade and State Highway 125: Collector to Rural Collector.
- CC15. Reclassify the future Collector between East Farm Road 194 and Cypress: future Collector to future Rural Collector.
- CC16. Reclassify Cottonwood between Parched Corn and a point approximately 0.69 miles south of East Farm Road 194: Collector to Rural Collector.
- CC17. Reclassify State Highway OO between State Highway 14 and Summit: Collector to Rural Collector.
- CC18. Reclassify Davis between State Highway 14 and Summit: Collector to Rural Collector.
- CC19. Reclassify Summit between the State Highway OO and Sandstone: Collector to Rural Collector.
- CC20. Reclassify the future Collector between Summit and State Highway W: future Collector to future Rural Collector.

## **Greene County**

- GC1. Reclassify South Overlook Trail between South Riverbend Road and West Farm Road 190: Collector to Local Street.
- GC2. Add a future Collector between West Farm Road 190 and South Farm Road 131.
- GC3. Realign State Highway FF to run straight south into West Blue Springs.
- GC4. Remove the future Primary Arterial between South State Highway J and South Farm Road 205.
- GC5. Reclassify North Farm Road 209 between East State Highway OO and East Farm Road 116: Local Street to Secondary Arterial.
- GC6. Add a new future Secondary Arterial between the intersection of North Farm Road 209/East Farm Road 116 and a point along East Division Street approximately 0.62 miles east of North Farm Road 203.
- GC7. Reclassify East Farm Road 116 between North Le Compte Road and North Farm Road 99: Secondary Arterial to Primary Arterial.
- GC8. Reclassify East Farm Road 112 between North Farm Road 99 and North State Highway 125: Collector to Primary Arterial.
- GC9. Reclassify South Farm Road 213 between East Farm Road 170 and East Farm Road 185: Local Street to Secondary Arterial.
- GC10. Add a new future Secondary Arterial between the intersection of East Farm Road 164/South State Highway J and the intersection of East Farm Road 170/South Farm Road 213.
- GC11. Realign the future Primary Arterial between South Farm Road 143 and South U.S. 65.
- GC12. Realign the future Secondary Arterial between South Farm Road 141 and South Farm Road 141.
- GC13. Remove the future Secondary Arterial between South Farm Road 141 and South Farm Road 139.
- GC14. Reclassify West Farm Road 186 between South Fairview Avenue and South 160 Outer Road: Local Street to Collector.
- GC15. Reclassify West Farm Road 190 east of South Farm Road 131: Secondary Arterial to Local Street.
- GC16. Reclassify West Farm Road 190 west of South Farm Road 139: Secondary Arterial to Collector.
- GC17. Reclassify the future Secondary arterial between South Farm Road 141 and South Farm Road 143: future Secondary Arterial to future Primary Arterial.
- GC18. Reclassify South Farm Road 141 between West Farm Road 190 and a point approximately 0.20 miles south of West Farm Road 192: Secondary Arterial to Primary Arterial.
- GC19. Reclassify South Farm Road 69 between West Farm Road 168 and West State Highway TT: Local Street to Collector.

- GC20. Add a future Secondary Arterial between the intersection of West Farm Road 168/South Farm Road 97 and West Farm Road 170.
- GC21. Add a future Primary Arterial between the intersection of North State Highway B/West State Highway 226 and a point along North State Highway AB approximately 0.86 miles north of West State Highway 226.
- GC22. Realign the future Primary Arterial straightening out North State Highway AB at West Farm Road 94.
- GC23. Realign the future Secondary Arterial connecting East Herbert Lane and the future Primary Arterial straightening out North State Highway AB (GC22).
- GC24. Reclassify East Herbert Lane west of East Hughes Road: Local Street to Secondary Arterial.
- GC25. Reclassify West Farm Road 76 between North Farm Road 129 and North Farm Road 137: Local Street to Collector.
- GC26. Reclassify North Farm Road 137 between West Farm Road 76 and West State Highway O: Local Street to Collector.
- GC27. Add a future Collector between East Farm Road 84 and the intersection of East Farm Road 84/North Farm Road 205.
- GC28. Reclassify North Farm Road 205 north of East Farm Road 84: Local Street to Collector.
- GC29. Add a future Collector between North Farm Road 205 and East State Highway C.
- GC30. Reclassify North Farm Road 175 between East State Highway AA and East Farm Road 66: Local Street to Collector.
- GC31. Reclassify North Farm Road 151 between West Farm Road 76 and West Farm Road 84: Collector to Secondary Arterial.
- GC32. Reclassify North Farm Road 151 between West Farm Road 84 and a point approximately 0.27 miles south: Collector to Secondary Arterial.
- GC33. Reclassify West Farm Road 84 between the north and south portions of North Farm Road 151: Collector to Secondary Arterial.
- GC34. Add a future Collector between the intersections of East Farm Road 88/North Farm Road 175 and East Farm Road 88/North Farm Road 169.
- GC35. Reclassify North Farm Road 169 from East Farm Road 88 north approximately 0.17 miles: Secondary Arterial to Collector.
- GC36. Add a future Collector between East Farm Road 68 and East State Highway C.
- GC37. Reclassify North Farm Road 215 between East Farm Road 94 and the OTO border: Local Street to Collector.

- GC38. Reclassify North Farm Road 239 from North State Highway 125 to the OTO border: Local Street to Collector.
- GC39. Reclassify North Farm Road 223 from East Farm Road 84 north to the OTO border: Local Street to Collector.
- GC40. Reclassify East Farm Road 80 between North Farm Road 223 and North Farm Road 215: Local Street to Collector.
- GC41. Reclassify North Farm Road 227 between East State Highway C and North State Highway 125: Local Street to Collector.
- GC42. Reclassify North Farm Road 243 between East State Highway DD and East Farm Road 80: Local Street to Collector.
- GC43. Reclassify East Farm Road 80 between North Farm Road 243 and North State Highway 125: Local Street to Collector.
- GC44. Reclassify North Farm Road 237 between East Farm Road 112 and East Division Street: Local Street to Collector.
- GC45. Reclassify East Farm Road 116 between North Farm Road 241 and North Farm Road 237: Local Street to Collector.
- GC46. Reclassify North Farm Road 241 between East Farm Road 116 and East Farm Road 112: Local Street to Collector.
- GC47. Reclassify North Farm Road 227 between East Division Street and East Farm Road 112: Local Street to Collector.
- GC48. Reclassify North Farm Road 213 between East Division Street and East Farm Road 116: Local Street to Collector.
- GC49. Reclassify North Farm Road 213 between East Farm Road 112 and East State Highway OO: Local Street to Collector.
- GC50. Reclassify East Farm Road 128 between North Farm Road 205 and North Farm Road 217: Local Street to Collector.
- GC51. Reclassify North Farm Road 217 between East Farm Road 128 and East Division Street: Local Street to Collector.
- GC52. Reclassify South Farm Road 221 between East Farm Road 138 and East Farm Road 132: Local Street to Collector.
- GC53. Reclassify South Farm Road 219 between East Farm Road 156 and East Farm Road 170: Local Street to Collector.
- GC54. Reclassify East Farm Road 168 between South Farm Road 205 and South Farm Road 219: Local Street to Collector.

- GC55. Reclassify South Farm Road 227 between East Farm Road 156 and East Farm Road 174: Local Street to Collector.
- GC56. Reclassify East Farm Road 174 between South State Highway 125 and South Farm Road 227: Local Street to Collector.
- GC57. Reclassify South Farm Road 229 between U.S. Highway 60 and East Farm Road 174: Local Street to Collector.
- GC58. Reclassify South Farm Road 223 between East Farm Road 164 and East Farm Road 170: Local Street to Collector.
- GC59. Reclassify East Farm Road 146 between East State Highway D and East Farm Road 148: Local Street to Collector.
- GC60. Reclassify East Farm Road 148 between South State Highway 125 and East Farm Road 146: Local Street to Collector.
- GC61. Reclassify South Farm Road 219 between East Farm Road 150 and East Farm Road 148: Local Street to Collector.
- GC62. Reclassify East Farm Road 170 between South State Highway J and South State Highway 125: Collector to Secondary Arterial.
- GC63. Reclassify East Farm Road 62 from North Farm Road 223 north to the OTO border: Local Street to Collector.
- GC64. Reclassify East Farm Road 62 from North Farm Road 239 east to the OTO border: Local Street to Collector.
- GC65. Reclassify East Farm Road 148 from East State Highway D to a point approximately 0.41 miles east: Collector to Local Street.
- GC66. Reclassify East Farm Road 132 east of North Farm Road 185: Secondary Arterial to Primary Arterial.
- GC67. Remove the Future Collector between South Marlborough Avenue and West Battlefield Road.
- GC68. Add a Future Collector connecting East Farm Road 100 and East Beverly Hills Drive.
- GC69. Reclassify East Beverly Hills Drive east of North Farm Road 151: Local Street to Collector.
- GC70. Remove the future Collector between Weaver Road and East Lakewood Street.
- GC71. Realign the future Secondary Arterial extending East Farm Road 96 east to East Farm Road 94.
- GC72. Remove the future Collector connecting West Westview Street and West Farm Road 168.
- GC73. Reclassify West Westview Street between South Walnut Hill Avenue and South Scenic Avenue: Collector to Local Street.
- GC74. Reclassify West Farm Road 76 between North Farm Road 145 and North Farm Road 141: Secondary Arterial to Collector.

- GC75. Reclassify North Farm Road 141 between West Farm Road 76 and West Farm Road 86: Collector to Secondary Arterial.
- GC76. Reclassify West Farm Road 86 between North Farm Road 145 and North Farm Road 141: Collector to Secondary Arterial.
- GC77. Reclassify North Farm Road 145 between West Farm Road 86 and West Farm Road 84: Collector to Secondary Arterial.
- GC78. Reclassify West Farm Road 84 between North Farm Road 145 and North Farm Road 151: Collector to Secondary Arterial.

### **MODOT**

- MO1. Reclassify State Highway AA between Shoemaker and Phillips: Collector to Primary Arterial.
- MO2. Reclassify South State Highway MM between West Farm Road 160 and a point approximately 456 feet north of West Morning Star Lane: Local Street to Primary Arterial.
- MO3. Reclassify West Kearney Street between Springfield Branson National Airport and U.S. Highway 160: Primary Arterial to Secondary Arterial.
- MO4. Add a future Collector for the realignment of North Eastgate Avenue at the intersection with West Chestnut Expressway.
- MO5. Add a future Collector for the realignment of North Eastgate Avenue at the intersection with East Division Street.
- MO6. Reclassify East Evergreen Street east of North State Highway 125: Local Street to Collector.
- MO7. Reclassify Rosedale between U.S. Highway 160 and a point approximately 0.25 miles east of South Main Street: Expressway to Primary Arterial.

### **OTO Staff Changes**

- OTO1. Remove the future Secondary Arterial that would connect West Farm Road 76 over McDaniel Lake.
- OTO2. Reclassify North Summit Avenue between North Norton Road and East Smith Street: Local Street to Secondary Arterial. Remove portion of future Secondary Arterial to end at the intersection of North Summit Avenue/East Smith Street.
- OTO3. Realign the future Collector running east located approximately 0.18 miles north of West Farm Road 102 along North Farm Road 151.
- OTO4. Reclassify West Smith Street between North Ohara Avenue and a point approximately 126 feet west of North Western Avenue: Local Street to Collector.

- OTO5. Realign the future Collector between West Smith Street and the intersection of West Farm Road 106/North Farm Road 125.
- OTO6. Reclassify East Lakewood Street between South Roanoke Avenue and a point approximately 170 feet east of South Holland Ave: Local Street to Collector. Realign the future Collector to line up with East Lakewood Street.
- OTO7. Reclassify the portion of West 160 Outer Road the spans approximately 233 feet west of West Lakewood Street: Local Street to Collector. Realign future Collector to line up with this intersection.
- OTO8. Reclassify East Gasconade Street between South U.S. Highway 65 and South Bedford Avenue: Local Street to Collector.
- OTO9. Reclassify East El Dorado Street between South Bedford Avenue and a point approximately 38 feet east of South Woodstock Drive: Local Street to Collector.
- OTO10. Add a Collector named South Bedford Avenue between East Gasconade Street and East El Dorado Street.
- OTO11. Remove the future Collector runs between South U.S. Highway 65 and East El Dorado Street.
- OTO12. Add an extension segment to South Kimbrough Avenue heading south approximately 126 feet from East Powell Street.
- OTO13. Reclassify South Anabranh Boulevard between West Battlefield Road and West Rockwood Street: Local Street to Collector.
- OTO14. Reclassify West Rockwood Street between South Anabranh Boulevard and South Barrington Avenue: Local Street to Collector.
- OTO15. Reclassify South Barrington Avenue between South Farm Road 129 and a point approximately 643 feet northwest of West Greenway Drive: Local Street to Collector.
- OTO16. Realign future Collector to complete South Barrington Avenue.
- OTO17. Add portion of South Barrington Avenue to connect future Collector (OTO18) and West Rockwood Street.
- OTO18. Reclassify West El Camino Alto Drive between East Monastery Street and a point approximately 0.38 miles west of South Lyon Avenue: Local Street to Collector.
- OTO19. Reclassify East Monastery Street between West El Camino Alto Drive and South Roanoke Avenue: Local Street to Collector.
- OTO20. Reclassify the future Primary Arterial between North Smallin and East Greenbridge: future Primary Arterial to future Secondary Arterial.
- OTO21. Reclassify the future Primary Arterial between North Hawkins and East Hartley: future Primary Arterial to Secondary Arterial.
- OTO22. Reclassify Salers between East Hartley and East South: Primary Arterial to Secondary Arterial.

- OTO23. Realign and reclassify the future Primary Arterial between North Riverside and North State Highway NN to connect to West Stonehill at a point approximately 0.54 miles east of North State Highway NN: future Primary Arterial to future Secondary Arterial.
- OTO24. Reclassify West Stonehill between North State Highway NN and the future Secondary Arterial (OTO25): Local Street to Secondary Arterial.
- OTO25. Reclassify Maynard between State Highway 14 and Union Chapel: Collector to Local Street.
- OTO26. Realign the future expressway that would be the FF extension to connect with State Highway 14 at a point approximately 0.24 miles west of Maynard.
- OTO27. Reclassify East Evans Road between South Southwood Road and East Riverbluff Boulevard: Secondary Arterial to Local Street.
- OTO28. Reclassify Riverdale between Aven Spring and Cave Hollow: Local Street to Secondary Arterial.
- OTO29. Reclassify North Farm Road 159 between points approximately 0.05 miles north of East Farm Road 100 and 0.24 miles south of East Farm Road 100: Local Street to Secondary Arterial.
- OTO30. Reclassify East Palomino Lane east of South Farm Road 205: Local Street to Collector.
- OTO31. Reclassify South Harmony Avenue between points approximately 0.07 and 0.18 miles south of East Tranquility Street: Local Street to Collector.
- OTO32. Add a future Collector between the south end of Countryman to connect to South 21<sup>st</sup> Street.
- OTO33. Realign the future Collector extending east off of East Lark to align with the property line.
- OTO34. Realign the future Collector extending north off of East Hartley.
- OTO35. Remove arrant line work.

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 9  
Filed: 03-29-16

Sponsored by: Burnett

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016- 075

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, on behalf of the City of Springfield,  
2 Missouri, to enter into an agreement with Missouri State University  
3 (MSU), Greene County, and the Watershed Committee of the Ozarks  
4 (WCO) to participate in supporting and implementing Project Water  
5 Education for Teachers (WET), a water quality education program for  
6 Springfield and Greene County, Missouri.  
7  
8

9 WHEREAS, the City of Springfield has an opportunity to partner with MSU,  
10 Greene County and WCO to support and implement water quality education for  
11 Springfield and Greene County, including Project WET, which is an international,  
12 nonprofit environmental educational program for grades K through 12, focusing on all  
13 aspects of water; and  
14

15 WHEREAS, Project WET and the water quality education programs will support  
16 the City's mandated clean water education and public outreach components of both the  
17 City's Municipal Separate Storm Sewer System (MS4) permit and the City's Amended  
18 Consent Judgment, while allowing the City to partner with other entities, thus  
19 maximizing the effective use of the City's resources; and  
20

21 WHEREAS, the City's goal of educating the public on clean water practices will  
22 be advanced and cost to the City will be minimized by participating in this joint effort.  
23

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

27 Section 1 - The City Manager, or his designee, on behalf of the City of  
28 Springfield, Missouri, is hereby authorized to enter into an agreement with MSU,  
29 Greene County, Missouri, and the WCO, in a form substantially similar to that  
30 agreement attached here to as "Exhibit A," for the purpose of supporting and  
31 implementing water quality education programs, including the Project WET  
32 environmental educational program for children in grades K through 12, and to do all

33 things necessary to carry out such agreement.

34

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

37

38

39 Passed at meeting: \_\_\_\_\_

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\_\_\_\_\_

Mayor

Attest: \_\_\_\_\_, City Clerk

Filed as Ordinance: \_\_\_\_\_

Approved as to form: *John Willington*, Assistant City Attorney

Approved for Council action: *Greg Burt*, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 075**

FILED: 03-29-16

ORIGINATING DEPARTMENT: Environmental Services

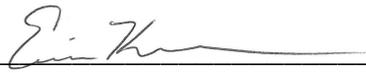
PURPOSE: To authorize the City Manager, or his designee, on behalf of the City, to enter into an agreement with Missouri State University (MSU), Greene County, and Watershed Committee of the Ozarks (WCO), to support and implement Project Water Education for Teachers (WET), a water quality education program for Springfield and Greene County.

BACKGROUND INFORMATION: Water quality education in schools is an important component of the federally mandated City and County Municipal Separate Storm Sewer System (MS4) permits. This partnership agreement began in 2008 when Missouri State University became the State Coordinator for Project WET, an international nonprofit environmental education program for grades K through 12, focusing on all aspects of water. This agreement will continue the City's contribution of \$10,000 per year to MSU to support Project WET and water quality education in schools.

REMARKS: This Council bill will authorize the City Manager to enter into an agreement "Exhibit A," with Missouri State University, Greene County, and WCO. The City's contribution of \$10,000 will be provided through the Department of Environmental Services from funds already budgeted. Environmental Services recommends approval of this council bill.

Supports the following Field Guide 2030 goal(s): Chapter 8, Natural Environment; Major Goal 2; Support local environmental/conservation non-profit organizations; Objective 2a, Ensure Adequate Funding for Non-Profit Organizations. Restore or elevate funding for City/County environmental not-profit partners such as the Watershed Committee of the Ozarks, Ozark Greenways, and James River Basin Partnership; consider funding to support new organizations that would address critical issues like air quality (e.g. Ozarks Clean Air Alliance). Objective 2b, Utilize Community Partners and Collaborations. Facilitate, encourage, and support partnerships and communication between city/county environmental departments and local environmental organizations/non-profits. Major Goal 8, Support environmental/conservation education; Objective 8b, Insure Adequate Education Funding – Maintain and enhance funding and support for existing activities, programs, and projects among city and area environmental/conservation non-profits to address current and emerging issues..

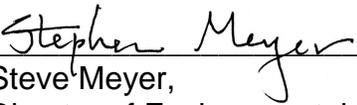
Submitted by:



---

Errin Kemper,  
Assistant Director of Environmental Services

Recommended by:

  
\_\_\_\_\_  
Steve Meyer,  
Director of Environmental Services

Approved by:

  
\_\_\_\_\_  
Greg Burris,  
City Manager

**EDUCATION PROGRAM AGREEMENT**

**THIS AGREEMENT** is by and between The Board of Governors of Missouri State University ("University") with principal place of business at 901 S. National Avenue, Springfield, MO 65897, the Greene County Commissioners ("County") with principal place of business at 933 N. Robberson Avenue, Springfield, MO 65802, the City of Springfield ("City") with principal place of business at 840 Boonville Avenue, Springfield, MO 65802, and the Watershed Committee of the Ozarks ("WCO") with principal place of business at 2400 E. Valley Water Mill Rd., Springfield, MO 65803. The term "Parties" shall be used to refer collectively to these entities.

**WITNESSETH:**

**WHEREAS**, the Parties to this Agreement agree to support and implement Project WET (Water Education for Teachers) and a water quality education program for Springfield and Greene County herein collectively known as 'Programs'; and

WHEREAS, the purpose of promoting the Programs is to encourage and provide useful knowledge to the public regarding water quality protection; and

WHEREAS, each party to the agreement has a vested interest in promoting water quality in the Ozarks and each party has valuable information to provide to the Programs.

**NOW THEREFORE**, for the purpose of promoting the increase of useful knowledge, and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

**Article 1 – Parties agree to the following:**

1.1 Term – The Parties agree that this Agreement will be for a period of two (2) years beginning on/about January 1, 2016. Thereafter the Term can be extended on an annual basis through agreement by the Parties in writing which shall become an addendum to the Agreement. In the event the parties are unable to agree to the terms of such a continuation of the Program beyond the Term, or addendum, the Program shall terminate. It is understood that the discontinuation of this agreement has no effect on the continuation and activities of the Project WET program.

1.2 Termination – A party can terminate its participation in the Agreement by forwarding a notice to the official representatives of the other parties no later than November 1<sup>st</sup> of each year that the Agreement is in force.

1.3 Publicity – A party shall have the right to acknowledge participation in the Program and the involvement of the other parties. In any such statements, the parties shall describe the scope and nature of their participation accurately and appropriately.

1.4 Confidential Information – The Parties agree that no confidential information shall be exchanged in conjunction with the work to be performed under this Agreement.

1.5 Liability

1.5.1. University is, as of the date of execution of this Agreement, subject to the Missouri State Legal Expense Fund, as established by Missouri Statute and administered and interpreted by the Attorney General of the State of Missouri, and that the University has no liability insurance that can extend protection to any other person under this Agreement.

1.5.2 City is, as of the date of the Agreement, a governmental entity entitled to certain immunities under the Doctrines of Sovereign, Official and Governmental Immunity. City assumes any and all risks of personal injury and property damage attributable to the negligent acts of City, its officers employees or agents related to activities resulting from the Agreement to the extent such claims for personal injury or property damage constitute exceptions to Missouri Sovereign Immunity Statutes, Sections 537.600 and 537.610, RSMo.

1.5.3 County is, as of the date of the Agreement, a governmental entity entitled to certain immunities under the Doctrines of Sovereign, Official and Governmental Immunity. County assumes any and all risks of personal injury and property damage attributable to the negligent acts of County, its officers employees or agents

related to activities resulting from the Agreement to the extent such claims for personal injury or property damage constitute exceptions to Missouri Sovereign Immunity Statutes, Sections 537.600 and 537.610, RSMo.

1.5.4 In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of any party's rights or defenses with regards to any party's applicable sovereign, governmental or official immunities and protections as required by federal and state constitution or law.

1.6. Independent Contractor – Each party shall be deemed to be and shall be an independent contractor of the other and, as such, neither party shall be entitled to any benefits applicable to employees of the other. No party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. No party shall be bound by the acts or conduct of the other.

1.7 Non-discrimination – Parties give assurance that each is an equal opportunity employer and does not discriminate against any employee, student, or applicant for employment or registration in a course of study or in its services to people on the basis of race, color, religion, sex, national origin, ancestry, age, disability or veteran status.

1.8 Compliance with Statutes and Regulations – Parties agree to comply with all laws and regulations applicable to this Agreement. This Agreement shall be governed by, construed by, and enforced in accordance with the internal laws of the state of Missouri.

1.9 Assignment – No assignment of this Agreement can be made by any party without the prior written consent of the other parties.

1.10 This Agreement constitutes the entire and only agreement between the parties relating to the Program, and all prior negotiations, representations, agreements, and understandings are superseded hereby with relating to the Program. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

1.11 This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

1.12 Payments – Parties agree to provide payments as designated below.

## **Article 2 – University agrees to the following:**

2.1 Develop and implement a comprehensive education program on water quality and stormwater directed at the general public and school students through working with formal and non-formal educators.

2.2 Work with members of the general public, water quality/stormwater professionals, government agencies, community groups, teachers and non-formal educators to provide education and outreach services supporting the County and City Municipal Separate Storm Sewer System (MS4) stormwater permit requirements.

2.3 Work cooperatively with the Watershed Committee of the Ozarks, James River Basin Partnership, Springfield/Greene County Parks Department, and other groups/organizations toward the goal of water quality education.

2.4 Work cooperatively in the planning and implementation of special education events, such as water festivals, workshops, seminars, tours, demonstration projects, and assisting in the design and staffing of educational displays and booths.

2.5 Designate a qualified person to serve as the "Program Director".

2.6 Hire an Aquatic Education Specialist to implement the Program, and to contribute \$20,000 plus benefits for a full-time staff position for the first year; and at least \$10,000 plus benefits each year thereafter.

2.7 Provide office space, web page space, computer support, and travel funds for the Aquatic Education Specialist.

2.8 Designate the Office of Research Administration as the recipient of official notices pertaining to this Agreement. Such notices are to be mailed to: Office of Research Administration, Missouri State University, 901 South National Avenue, Carrington 405, Springfield, MO 65897.

**Article 3 – City agrees to the following:**

3.1 Designate a Technical Representative for this Program, and coordinate a water quality education program with the Program Director and the Aquatic Education Specialist.

3.2 Pay the University \$10,000 as a fixed cost for support of the Program in the first year and at least \$10,000 each year during the term of this Agreement, with payments due within thirty (30) days after receipt of an invoice from the University that shall be forwarded on or about February 1<sup>st</sup> of each year that this Agreement is in force. Checks are to be made payable to Missouri State University.

**Article 4 – County agrees to the following:**

4.1 Designate a Technical Representative for this Program.

4.2 Pay the University \$10,000 as a fixed cost for support of the Program in the first year and at least \$10,000 each year during the term of this Agreement with payments due within thirty (30) days after receipt of an invoice from the University that shall be forwarded on or about February 1<sup>st</sup> of each year that this Agreement is in force. Checks are to be made payable to Missouri State University.

**Article 5 – WCO agrees to the following:**

5.1 Designate a Technical Representative for this Program.

5.2 Provide field office space for the Aquatic Education Specialist at the Watershed Center.

5.3 Function as a collaborating partner, providing the Watershed Center as educational facility space for educational activities and events, while continually pursuing funding options to provide financial support at some future time.

5.4 Maintain appropriate levels of liability and worker's compensation insurance covering its employees and agents, including any such persons present on University property or otherwise engaged in activities as a result of this Agreement.

5.5 Assume any and all risks of personal injury and property damage attributable to the negligent acts of WCO, its officers, employees or agents related to activities resulting from this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this agreement effective as of the day and year indicated in Section 1.1.

**For the Board of Governors of Missouri State University**

\_\_\_\_\_  
James Baker, Vice President for Research  
and Economic Development

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Janice Greene,  
Director, Bull Shoals Field Station

\_\_\_\_\_  
Date

**Watershed Committee of the Ozarks**

\_\_\_\_\_  
Mike Kromrey, Executive Director

\_\_\_\_\_  
Date

**City of Springfield**

\_\_\_\_\_  
Greg Burris, City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved as to form  
Jan Millington, Assistant City Attorney

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Mary Mannix-Decker, Director of Finance

\_\_\_\_\_  
Date

**Greene County Commission**

\_\_\_\_\_  
Robert Cirtin  
Presiding Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Harold Bengsch  
Commissioner 1<sup>st</sup> District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Roseann Bentley  
Commissioner 2<sup>nd</sup> District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved as to form  
John W. Housley, Greene County Counselor

\_\_\_\_\_  
Date

**AUDITOR CERTIFICATION**

I certify that the expenditure contemplated by this document is within the purpose of the appropriate to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

\_\_\_\_\_  
Cindy Stein  
Greene County Auditor

\_\_\_\_\_  
Date

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 12  
Filed: 03-29-16

Sponsored by: Fisk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016- 076

GENERAL ORDINANCE NO. \_\_\_\_\_

An Ordinance

1 AMENDING the Springfield City Code by repealing language contained in Chapter 98  
2 Streets, Sidewalks and Public Places, Article I In General, Section 98-8  
3 Outdoor Sculptures; and adding new regulations for Sculpture Walk.  
4  
5

6 WHEREAS, the Sculpture Walk Springfield Committee (Sculpture Walk) wishes to  
7 obtain a permit from the City to place sculptures in the right-of-way; and  
8

9 WHEREAS, City Code Section 98-8 currently regulates outdoor sculptures on city  
10 right-of-way; and  
11

12 WHEREAS, the proposed amendments to the existing City Code language will allow  
13 the expansion of the placement of outdoor sculptures in the city right-of-way,  
14 accommodating the Sculpture Walk, while allowing the Director of Public Works to ensure  
15 the sculptures do not interfere with the intended use of the city right-of-way.  
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 Springfield City Code, Chapter 98 Streets, Sidewalks and Public  
21 Places; Article I In General; Section 98-8 Outdoor Sculptures, is hereby amended as  
22 follows:  
23

24 Note: Underlined language has been added and ~~stricken~~ language has been deleted.  
25

26 ARTICLE II. - IN GENERAL  
27

28 Sec. 98-8. - Outdoor Sculptures.

29 The director of public works, or his designee, may issue a permit to use a portion of  
30 the rights-of-way for outdoor sculptures ~~along Commercial Street between the streets of~~  
31 ~~Campbell Avenue and Robberson Avenue, and at the Jefferson Avenue Footbridge Plaza,~~  
32 subject to the following conditions:  
33

34 (1) The permittee shall be required to enter into a contract with the city, approved by  
35 the city manager and approved as to form by the city attorney, outlining the terms

36 and conditions for placing outdoor sculptures in the city's right-of-way. The permittee  
37 shall at all times comply with the contract, ordinances of the city, and the laws of the  
38 state, as well as applicable federal laws, rules and regulations dealing with use of  
39 rights-of-way.

40  
41 (2) A permit shall be granted to a permittee only in conjunction with an approved  
42 footprint for an outdoor sculpture that does not extend beyond the footprint area  
43 designated by the director of public works. ~~No more than four (4) such permits shall~~  
44 ~~be granted and in effect at any one time.~~ Such permits shall be in effect until revoked  
45 by the director of public works at his discretion, ~~or for a period of one (1) year after~~  
46 ~~issuance, whichever occurs first.~~

47  
48 (3) A permit shall be granted only in conjunction with an outdoor sculpture project  
49 conducted by the permittee. A permit may be granted upon a determination that the  
50 placement of an outdoor sculpture does not prevent the reasonable use of the city  
51 sidewalks or streets by the public and that it does not interfere with businesses in the  
52 area. The permittee shall limit the placement of outdoor sculptures to those areas  
53 approved and shall not place any sculpture that contains moving parts, lights or any  
54 other part that may confuse or distract drivers of vehicles. No sculpture may be  
55 placed pursuant to a permit that would violate any other ordinance of the city,  
56 including but not limited to ordinances dealing with signs.

57  
58 ~~(4) The permittee shall submit with the application for a permit a plan showing the~~  
59 ~~manner of disposal of any litter, trash or materials not a part of the outdoor sculpture~~  
60 ~~from the area immediately surrounding the sculpture. The permittee shall make~~  
61 ~~adequate provision for the disposal of litter and extraneous materials on or around~~  
62 ~~the sculptures, and shall maintain the premises used for the sculpture free of litter,~~  
63 ~~trash and extraneous materials. If the permittee does not keep the area of the~~  
64 ~~sculptures free of litter, trash and extraneous materials, the city reserves the right to~~  
65 ~~do so itself and to charge the permittee for the cost of the cleanup. This charge shall~~  
66 ~~be a private debt against the permittee, and failure to pay shall constitute cause to~~  
67 ~~revoke or not renew the permit.~~

68  
69 (5) The permittee shall agree to indemnify and hold harmless the city and its  
70 agents, employees and officers with respect to any claim arising out of the  
71 placement of the sculptures on city property. The permittee shall at all times maintain  
72 insurance or other security to protect the city from any liability which might arise from  
73 the activities in the area of the outdoor sculpture, in an amount to be determined by  
74 the law department of the city. The permittee shall submit copies of the insurance to  
75 the director of public works prior to placement of any sculptures at any permitted  
76 location for approval.

77  
78 (6) Before any work is performed on the sidewalk or street or other city property, the  
79 permittee shall submit a written plan describing the work. No work shall be  
80 performed on city property until the director of public works has authorized the work,  
81 the permittee has entered into a contract with the city, and a permit is issued by the

82 city to do the work. In no event shall the work exceed that which is described in the  
83 permit and/or contract as approved by the city.

84  
85 (7) If the permittee violates any of the conditions of this article or conditions which  
86 are a part of the permit and/or contract, the director of public works shall have the  
87 authority to suspend or revoke the permit with forty-eight (48) hours' notice. The  
88 permittee shall thereafter terminate the use of the street or sidewalk or other city  
89 property and remove any outdoor sculpture at its sole expense. Any person who  
90 violates the conditions of a permit shall also be subject to penalties set forth in  
91 Section 1-7.

92  
93 Section 2 – The section and subsection numbers shown herein shall be used unless  
94 the City Clerk or the codifier of the City Code assign a different section or subsection  
95 number to the language.

96  
97 Section 3 – Savings Clause. Nothing in this ordinance shall be construed to affect  
98 any suit or proceeding now pending in any court or any rights acquired or liability incurred  
99 nor any cause or causes of action occurred or existing, under any act or ordinance repealed  
100 hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this  
101 ordinance.

102  
103 Section 4 – Severability Clause. If any section, subsection, sentence, clause, or  
104 phrase of this ordinance is for any reason held to be invalid, such decision shall not affect  
105 the validity of the remaining portions of this ordinance. The Council hereby declares that it  
106 would have adopted the ordinance and each section, subsection, sentence, clause, or  
107 phrase thereof, irrespective of the fact that any one or more sections, subsections,  
108 sentences, clauses, or phrases be declared invalid.

109  
110 Section 5 – This ordinance shall be in full force and effect from and after passage.

111  
112 Passed at meeting: \_\_\_\_\_

113  
114 \_\_\_\_\_  
115 Mayor

116  
117 Attest: \_\_\_\_\_, City Clerk

118  
119 Filed as Ordinance: \_\_\_\_\_

120  
121 Approved as to form: Amanda R. Callaway, Assistant City Attorney

122  
123 Approved for Council action: Lynn Burt, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 076**

FILED: 03-29-16

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Amending the Springfield City Code by repealing language contained in Chapter 98, Article I, Section 98-8 Outdoor Sculptures to add new regulations to accommodate Sculpture Walk.

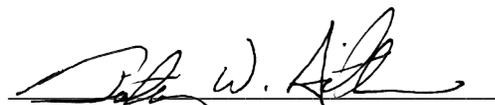
BACKGROUND INFORMATION: The Sculpture Walk Springfield Committee (Sculpture Walk), working with the Springfield Regional Arts Council has a mission "to encourage the artistic transformation of Springfield through outdoor sculpture, thus enhancing our quality of life and promoting economic development." Sculpture Walk will be a privately funded annually rotating exhibit of sculptures from across the nation. Initially 12 pieces will be displayed in center city this spring. Sculpture Walk plans to expand in the future to other compatible areas in Springfield such as historic Route 66, Commercial Street, the Boonville corridor, greenway trails and more. Of the initial 12 pieces, 10 will be located on city right-of-way and two will be located on private property.

City Code Section 98-8 currently allows sculptures in city right-of-way in certain locations. The proposed amendments will remove the geographic limits and allows the Director of Public Works to determine appropriate locations for sculpture placement in the city right-of-way and issue permits therefore. The proposed amendments will also require the permittee to maintain insurance and enter into a contract approved by the City Manager and approved as to form by the City Attorney. A sample contract is attached hereto as "Exhibit A."

Supports the following Field Guide 2030 goal(s): Chapter 1, Arts, Culture, and Tourism; Major Goal 5, Increase opportunities and support for public art and individual artists; Objective 5a: Achieve City Council adoption of inclusion of Public Art in area development plans; Objective 5c, Update inventory of public art in the area; Objective 5g, Continue to foster and build the community of artists and supporters of the arts by encouraging public and private collections and identifying and sustaining space for artists use and reuse community wide.

REMARKS: Staff worked with the Sculpture Walk Springfield Board over the past year to develop a framework to display public sculpture. The process included discussions at monthly committee meetings, extensive research, and smaller sub-committee meetings with staff and public representation. The Springfield Regional Arts Council, Sculpture Walk Springfield Board, Jordan Valley Advisory Committee and staff recommend approval.

Recommended by:

  
Tim Smith, Deputy City Manager

Approved by:

  
Greg Burris, City Manager

**Exhibit A**

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) SRAC	(3) OWNER
	(4) LAW DEPARTMENT	(5) CITY CLERK'S OFFICE	
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
CITY		Springfield Regional Arts Council d/b/a Sculpture Walk Springfield	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802		Name:	
		Address:	
Attention:		Attention:	
Department: <b>CHOOSE</b>		Phone:	Fax:
Phone:	Fax:		

**AGREEMENT FOR PLACEMENT OF  
OUTDOOR SCULPTURES ON CITY RIGHT-OF-WAY**

This Agreement (Agreement) for placement of outdoor sculptures on city right-of-way is made and entered into on this \_\_\_\_ day of \_\_\_\_, 2016, by and between the City of Springfield, Missouri (City), the Springfield Regional Arts Council dba Sculpture Walk Springfield (SRAC/SWS) and the Owner (collectively, the Parties).

City: City of Springfield, Missouri  
840 N. Boonville  
Springfield, Missouri 65802

SRAC/SWS: Springfield Regional Arts Council  
411 N. Sherman Parkway  
Springfield, Missouri, 65802

Owner: \_\_\_\_\_

WHEREAS, the City is interested in fostering appreciation of the arts, and believes it can provide an opportunity to display artwork in public while bringing attention to its downtown area; and

WHEREAS, the SRAC/SWS has a mission of fostering appreciation of the arts, and supporting local Owners, by developing opportunities for them to display their art while supporting and promoting the City's downtown area; and

WHEREAS, Owner appreciates the opportunity to display their art in a public location for better visibility and marketability and agrees, at their own risk and discretion, to voluntarily loan their art for display in the designated public place.

NOW, THEREFORE, in consideration of the following terms and conditions, the parties agree as follows:

## 1. EXHIBITION.

a) The City, for the purpose of fostering appreciation of the arts, bringing attention to its downtown and providing Owners an opportunity to display their work in public, will allow certain outdoor sculptures to be displayed on public property in downtown Springfield. The locations of display will be determined by the City for approximately a ten month period, as defined in the attached Exhibit A, incorporated herein by reference.

b) The Owner of the artwork shall either be the artist that created the artwork or the individual who owns the rights to the artwork. The Owner voluntarily submitted the artwork described in Exhibit A for inclusion in this public exhibition. Owner affirmatively states by signing this Agreement that Owner has the right to display the artwork described in Exhibit A. Owner must provide a waiver of artist's rights if Owner does not own those rights. Further, Owner must provide a waiver complying with paragraph 6(c) of this Agreement from the artist.

c) SRAC/SWS agrees, upon Owner's delivery of selected artwork to the designated location, to pay Owner a One Thousand and 00/100 Dollar (\$1000.00) honorarium which shall constitute complete compensation to Owner for all services and artwork Owner provides under this Agreement.

## 2. INSTALLATION AND REMOVAL.

a) Transportation and delivery of the artwork to and from the designated location, including any associated costs to the City and/or SRAC/SWS, shall be the responsibility of the Owner. Delivery will be complete when the Owner delivers the artwork to the designated location in the city limits specified in Exhibit A. SRAC/SWS is responsible for transportation of the artwork from the designated location to the display location. Return of the artwork to the Owner shall occur on the Release Date, at a designated location within the City of Springfield, Missouri, and transportation on return shall be the responsibility of the Owner.

b) Installation and removal of the artwork in and from public display locations will be provided by SRAC/SWS, with Owner assistance. The City reserves the right to remove the artwork from the exhibition for any reason whatsoever, provided the City has first notified SRAC/SWS as to the reason for the intended removal. The City shall not be liable in any manner for damage to the artwork should the City remove the artwork pursuant to this paragraph.

## 3. DURATION OF LOAN.

a) The term of the Agreement shall be twelve (12) months from the date of execution by all parties; and

b) Release of artwork. The artwork described in this Agreement and Exhibit A will not be released from loan by the SRAC/SWS until the termination of the exhibition plus a reasonable

time allowance for removal from the exhibition, as determined in the SRAC/SWS discretion (the "Release Date"), except by prior written agreement between the Parties.

It is hereby agreed that the SRAC/SWS is entitled to exclusive possession of the artwork until the artwork has been released from loan. Unless otherwise agreed in writing by the Parties, the SRAC/SWS will surrender the artwork directly to the Owner on the Release Date.

c) Artwork retrieval and storage costs. After the exhibition ends, the artwork must be picked up by the Owner on or before the date specified on the Exhibit A. A storage fee of One Hundred and 00/100 Dollars (\$100.00) per week will be charged by the SRAC/SWS to the Owner during the six (6) months after the specified date. If the SRAC/SWS is unable to return the artwork to the Owner within six (6) months after the specified date, and no special arrangements have been made in writing by the Parties, then the SRAC/SWS shall consider the artwork abandoned by the Owner, and the Owner shall have no further claim of title to the artwork described herein. Thereafter, the SRAC/SWS shall have the right to dispose of the artwork in any manner whatsoever. In the event the artwork is considered abandoned by the SRAC/SWS, notice that the SRAC/SWS will dispose of the artwork pursuant to this section shall be provided to the Owner. This Agreement is binding upon and shall inure to the benefit of the Parties, heirs, executors, administrators, representatives, successors, and assigns.

In the event the City or SRAC/SWS incurs any costs associated with removal of the artwork arising out of or relating to the Owner's breach of this Agreement, the Owner shall reimburse the City and/or SRAC/SWS for those costs.

#### 4. CARE AND SAFEKEEPING.

a) SRAC/SWS shall be solely responsible for cleaning the artwork. SRAC/SWS shall notify the City when SRAC/SWS intends on cleaning so that City can work with SRAC/SWS to coordinate any necessary street or sidewalk closure.

b) Repair. In the event that the City, SRAC/SWS, or the Owner decides that the artwork requires repair in order to preserve public safety or to preserve the artwork, the City shall notify the Owner in writing, and the Owner shall be given the first opportunity to make the necessary repairs under City supervision, to coordinate any necessary street or sidewalk closure, and within a reasonable time under the prevailing circumstances. If the Owner has not completed satisfactory repairs in a reasonable amount of time after notification that such repairs are required, or if the repairs must be completed immediately in order to ensure public safety or remove potentially offensive material, then the City and/or SRAC/SWS reserve the right to remove the artwork and SRAC/SWS will place the artwork in a safe location for storage. The City and SRAC/SWS shall not be liable in any manner for damage to the artwork should the City and/or SRAC/SWS remove the artwork pursuant to this paragraph.

#### 5. INSURANCE AND LIABILITY:

a) Risk of loss or damage of/to any of Owner's work by theft, vandalism, loss or damage while in transit to and from City, and while on City property shall rest solely on the Owner and City shall not be responsible for any such loss caused by any factor, even the negligence of the City, natural disaster, or any City employee and/or agent. If Owner desires to have insurance to insure the Owner's work from such risks, Owner will provide a certificate of insurance to the City prior to any delivery of Artwork to the City. In no event shall the City be liable to the Owner for special, indirect, or consequential damages.

b) General Liability Coverage. Without limiting any of the other obligations or liabilities of SRAC/SWS, SRAC/SWS shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractor's Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars (\$2,734,567.00) for all claims arising out of a single accident or occurrence, at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars (\$410,185.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least One Million and 00/100 Dollars(\$1,000,000.00) for all claims to property arising out of a single occurrence, and at least One Hundred Thousand and 00/100 Dollars (\$100,000.00) to any one owner with respect to damages to property. SRAC/SWS agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of SRAC/SWS, its employees, officers or agents. SRAC/SWS agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured party for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of SRAC/SWS to maintain adequate insurance coverage at all times during the term of this Agreement. Failure of SRAC/SWS to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this Agreement.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies shall be filed with the City within ten (10) days after the date of the execution of this Agreement and prior to delivery of the artwork to the City. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to City of Springfield - Public Works, P.O. Box 8368, Springfield, MO 65801-8368.

In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require SRAC/SWS, upon ten (10) days written notice, to execute a contract addendum whereby the SRAC/SWS agrees to provide, at a

price not exceeding SRAC/SWS actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

d) Indemnify and Hold Harmless. Except to the extent of the City's insurance obligations set forth above, SRAC/SWS and Owner shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause of causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with SRAC/SWS's obligations or actions under this Agreement, including but not limited to damage to or destruction of the artwork, injury to the Owner, or any other damage resulting from the installation, location, maintenance, repair, replacement, or removal of the artwork regardless of the cause of said damage or destruction.

## 6. MISCELLANEOUS:

a) SCOPE. This Agreement only covers artwork displayed pursuant to the terms of this Agreement on City property. It is understood by the Parties that any artwork displayed by SRAC/SWS on private property is not part of this Agreement.

b) RIGHTS TO ARTWORK. The undersigned Owner hereby warrants that he/she created all of Owner's artwork and/or that Owner possesses all legal rights in them, and appoints SRAC/SWS as its agent for the purpose of exhibition of the works of art set forth in Exhibit A.

c) VISUAL ARTISTS RIGHTS ACT. The Owner, as the artist of the artwork specifically identified in Exhibit A, waives any rights they have pursuant to 17 U.S. Code § 106A in said artwork for the uses stated in this Agreement, including but not limited to, the outdoor placement of the artwork where the artwork may be exposed to the natural elements. If the Owner is not the artist of the artwork, the Owner shall provide a waiver from the artist of the above stated rights.

d) SALE. The City will not be a part of, or involved in, the private sale of any artwork.

e) PUBLICITY. The City and SRAC/SWS may use the Owner's name, images of the Owner's work, and other pertinent information to promote the exhibition in the media. The Owner grants permission to the City and SRAC/SWS to photograph or reproduce any and all artwork in the exhibition for publicity or documentation, without compensation. It is understood between the Parties that artworks in the exhibition may be photographed by the general public.

f) CONFLICTS. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Owner covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Owner further

covenants that in the performance of this contract no person having such interest shall be employed.

g) NOTICE. Pursuant to this Agreement, notice shall be provided by personal delivery or via First Class, U.S. Mail, postage prepaid, to the addresses set forth at the beginning of this Agreement, or in the case of the Owner, to the address set forth on Exhibit A. Notice shall be effective three (3) calendar days following the date of mailing. The Parties may from time to time change the notice address provided in this section by notifying the other Parties as set forth herein.

h) ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties. Any amendments to this Agreement shall be made in writing and signed by all Parties.

i) APPLICABLE LAW AND VENUE. This Agreement shall be interpreted according to the laws of the State of Missouri. In the event of any dispute or controversy between the Parties, each party agrees that the Circuit Court of Greene County, Missouri, shall have exclusive jurisdiction to determine all issues between them and no cause of action can be brought in any other venue.

j) SEVERABILITY. If any provision of this Agreement is determined to be invalid or unenforceable, that determination will not affect the other provisions of this Agreement, which will be construed in all respects if the invalid or unenforceable provision was omitted.

k) DISCRIMINATION. The Owner and SRAC/SWS agree in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, sexual orientation, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Owner or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The Parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

i. The Owner and any subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

ii. The Owner and any subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

l) COMPLIANCE WITH LAWS. Owner and SRAC/SWS agree to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of

services and products hereunder. Owner affirmatively states that payment of all local, state, and federal taxes and assessments owed by Owner is current.

m) GENERAL INDEPENDENT CONTRACTOR CLAUSE. This agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Owner will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Owner will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Owner's activities and responsibilities hereunder. The Owner agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Owner and the City, and the City will not be liable for any obligation incurred by the Owner, including but not limited to unpaid minimum wages and/or overtime premiums. The Owner shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed on the day and year first written.

CITY OF SPRINGFIELD, MISSOURI

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Nicholas Woodman, Assistant City Attorney

SPRINGFIELD REGIONAL ARTS COUNCIL d/b/a SCULPTURE WALK  
SPRINGFIELD (SRAC/SWS)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Heather Rooney McBride, Board Attorney

OWNER

\_\_\_\_\_

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 11  
Filed: 03-29-16

Sponsored by: Ferguson

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016- 077

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a cost apportionment  
2 agreement with the Missouri Highways and Transportation Commission  
3 (MHTC), to share costs associated with the improvement of both Route  
4 EE and North Airport Boulevard.  
5  
6

7 WHEREAS, the City and MHTC desire to enter into an agreement to share costs  
8 associated with completing improvements of Route EE and North Airport Boulevard; and  
9

10 WHEREAS, this roadway improvement will benefit the citizens of the city and county.  
11

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

15 Section 1 – The City Manager, or his designee, is hereby authorized to enter into a  
16 cost apportionment agreement with the Missouri Highways and Transportation Commission,  
17 said agreement to be in substantially the form as that document attached hereto and  
18 incorporated herein by reference as "Exhibit 1."  
19

20 Section 2 – This ordinance shall be in full force and effect from and after passage.  
21

22 Passed at meeting: \_\_\_\_\_  
23  
24

25 \_\_\_\_\_  
26 Mayor  
27

28 Attest: \_\_\_\_\_, City Clerk  
29

30 Filed as Ordinance: \_\_\_\_\_  
31

32  
33 Approved as to form: Amanda R. Callaway, Assistant City Attorney  
34

35  
36 Approved for Council action: Greg Burt, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016-077**

FILED: 3-29-16

ORIGINATING DEPARTMENT: Public Works & Airport

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Cost Apportionment Agreement "Exhibit 1," with the Missouri Highways and Transportation Commission (MHTC), to share costs associated with improvement of both Route EE and North Airport Boulevard.

BACKGROUND INFORMATION: This Cost Apportionment Agreement shares the estimated \$1,120,000 cost for completing improvements of Route EE and North Airport Boulevard between the City (\$270,210) and MHTC (\$849,790). The improvements are generally located along Route EE from 0.24 miles northwest of the intersection of North Airport Boulevard and Route EE to 0.91 miles southeast of the intersection of North Airport Boulevard and Route EE and along North Airport Boulevard. Improvements on Route EE will consist of resurfacing and constructing shoulders with rumble strips. Improvements on North Airport Boulevard will consist of resurfacing. The City will contribute \$270,210 of which \$63,320 will be funded by the 1/4-Cent Capital Improvement Sales Tax from the Street Stabilization and Major Repaving Program and is already budgeted. The remaining City share of \$206,890 will be funded by Airport funds and will be budgeted as part of the Airport's FY 2017 annual budget.

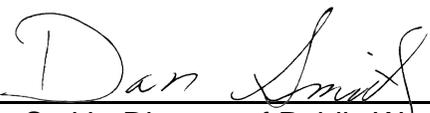
Supports the following Field Guide 2030 goal(s): Chapter 12, Transportation; Major Goal 2, Operations and Maintenance; Objective 2a, Keep streets and sidewalks and trails in good condition with an emphasis on arterial streets; Objective 2d, The City of Springfield should coordinate operations and maintenance efforts with Greene County, the State of Missouri, rail, and transit to ensure a seamless connection to the regional system.

REMARKS: Public Works and the Airport recommend approval of this Council bill.

Submitted by:

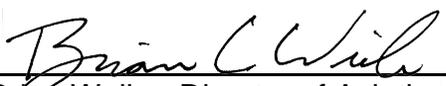
  
Kirk Juranas, Assistant Director of Public Works

Recommended by:

  
Dan Smith, Director of Public Works

Approved by:

  
Greg Burris, City Manager

  
Brian Weiler, Director of Aviation

**Exhibit 1**

CCO Form: DE07  
Approved: 07/97 (DPP)  
Revised: 03/14 (AR)  
Modified:

Cost Apportionment Agreement  
Route: EE  
County: Greene  
Job No.: J8S3058, J8S3058B

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
COST APPORTIONMENT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield, Missouri (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Commission owns and maintains a portion of Route EE in Greene County as part of the State Highway System;

WHEREAS, the parties desire the improvement or reconstruction of Route EE and North Airport Boulevard, extending generally from 0.24 miles northwest of the intersection of North Airport Boulevard and Route EE to 0.91 miles southeast of the intersection of North Airport Boulevard and Route EE; and North Airport Boulevard.

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

(1) PURPOSE: The purpose of this agreement is to coordinate participation by the Entity in the cost of the Commission's public improvement for Route EE, in the County of Greene, designated as Job No. J8S3058 and J8S3058B. This public improvement will involve resurfacing Route EE and constructing shoulders with rumble strips and resurfacing North Airport Boulevard.

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

J8S3058: Route EE Improvement: Beginning at the intersection of Route EE and Route AB in Greene County, run in a generally easterly direction along Route EE to the intersection of Route EE and Route 160. Total length of improvement is 5.6 miles. Job No. J8S3058 will except out the portion of Route EE that is within the City of Springfield limits as described below.

J8S3058B: Improvement within City – Route EE: Beginning at a point 0.24 miles northwest of the intersection of North Airport Boulevard and Route EE, run in a generally southeasterly direction along existing Route EE to a point 0.91 miles southeast of the intersection of North Airport Boulevard and Route EE. Length of improvement within city is approximately 1.14 miles.

J8S3058B: Improvement within City - North Airport Boulevard Improvement: Beginning at the intersection of Route EE and North Airport Boulevard, run in a generally northerly direction, around the loop for the terminal entrance, then run in a generally southerly direction back to the intersection of Route EE and Northern Airport Boulevard. Length of Improvement is approximately 1.7 miles.

The general location of the public improvement is shown in "Exhibit A." The detailed location of the improvement will be shown on the plans prepared by the Commission for the above-designated route and project.

(3) USE OF RIGHT-OF-WAY: The Entity grants the right to use the right-of-way of public roads, streets, and alleys as necessary for construction and maintenance of said public improvements.

(4) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Commission will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will acquire right-of-way as needed for the project in accordance with Commission requirements.

(C) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Commission will solicit bids for the herein improvement in accordance with plans developed by the Commission, or as the plans may from time to time be modified in order to carry out the work as contemplated.

(D) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(6) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The currently estimated cost of project J8S3058 is eight hundred forty-nine thousand, seven hundred ninety dollars (\$849,790). The currently estimated cost of the project J8S3058B is two hundred seventy thousand, two hundred ten dollars (\$270,210). The currently estimated cost of the projects combined is one million, one hundred twenty thousand dollars (\$1,120,000). The details of the estimated cost breakdown may be seen in "Exhibit B," which is incorporated herein and attached hereto. The total project cost will include preliminary engineering, right of way acquisition, utility relocation, project construction, and work inspection.

(B) Commission: The Commission will pay 100% toward the actual project costs of J8S3058, currently estimated \$849,790. The Commission shall have no financial responsibility with regard to Job Number J8S3058B.

(C) Entity: The entity will pay 100% toward the actual project costs of J8S3058B, currently estimated at \$270,210. The entity shall remit a check in the amount of \$270,210 for Job Number J8S3058B at least 12 weeks prior to the project letting. This check should be made payable to *Director of Revenue – Credit State Road Fund*.

(D) If the Entity fails to make the deposit, the Commission is under no obligation to continue with the project. The Entity agrees that all funds deposited by the Entity, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the Road fund. If the amount deposited with the Commission shall be less than the actual obligation of the Entity for this project, the Entity, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds, excluding interest, shall be refunded to the Entity based on its pro rata share of the investment.

(E) The Commission is responsible for the balance of project J8S3058 in excess of \$849,790 that is within Commission owned right of way. The entity is responsible for the balance of project J8S3058B in excess of \$270,210 that is within City owned right of way. Any underruns will be shared equally by the parties in a pro rata share of their investment.

(7) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities

resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

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

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

(10) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(11) APPROVAL OF FHWA AND AVAILABILITY OF FUNDS: This Agreement is entered into subject to the approval of the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

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

(13) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission accepts the portion of the Entity street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The Entity shall perform or cause to be performed normal maintenance on the project site.

(14) CITY TO MAINTAIN: Upon completion of construction of this improvement, the Entity shall accept control and maintenance of their portion of the improved city system described in this Agreement and which was temporarily accepted into the State Highway System pursuant to paragraph (13) above, and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(15) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(16) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(17) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(18) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(19) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(20) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(21) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(22) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(23) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

*[remainder of page intentionally left blank]*

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

Executed by the City this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

**CITY OF SPRINGFIELD**

\_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_  
Title \_\_\_\_\_

Approved as to Form:

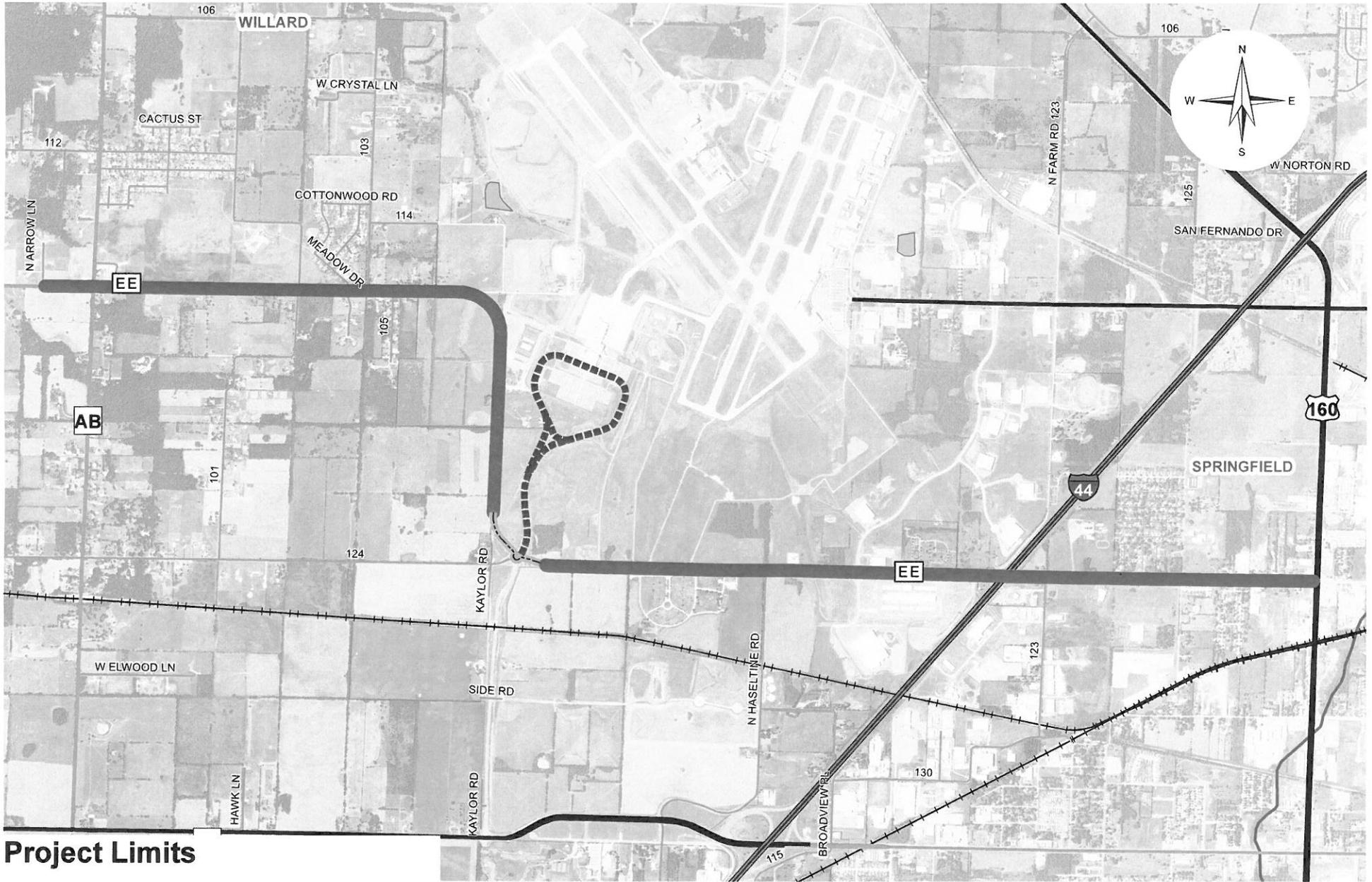
Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Title: \_\_\_\_\_

Ordinance No \_\_\_\_\_

# EXHIBIT "A" FIGURE - 1



## Project Limits

-  MHTC
-  City of Springfield
-  Springfield-Branson National Airport



# EXHIBIT “B” FUNDING

Project Estimate	Amount
Engineering	\$71,000
Right of Way	\$0
Utilities	\$0
Construction	\$982,000
Inspection	\$67,000
<b>Total</b>	<b>\$1,120,000</b>
Funding Responsibilities	Amount
J8S3058 - MHTC	\$849,790
J8S3058B* – City of Springfield	\$270,210
<b>Total</b>	<b>\$1,120,000</b>
*J8S3058B Responsibilities	Amount
City of Springfield	\$63,320
Springfield-Branson National Airport	\$206,890
<b>Total</b>	<b>\$270,210</b>

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 9  
Filed: 03-29-16

Sponsored by: Fishel

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016- 078

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an addendum to contract  
2 number 2015-0720 with Environmental Works, Inc., to install and maintain  
3 one additional monitoring well on public right-of-way to monitor  
4 groundwater conditions at no cost to the City.  
5  
6

7 WHEREAS, City Council passed S.O. 26580 on June 8, 2015, granting permission  
8 for Environmental Works, Inc., to install two monitoring wells as part of an ongoing  
9 environmental investigation that is taking place at the Rapid Roberts fueling station on the  
10 corner of Fremont Avenue and Republic Street; and  
11

12 WHEREAS, the additional monitoring well will assist Environmental Works, Inc., in  
13 this ongoing investigation.  
14

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

18 Section 1 – The City Manager, or his designee, is hereby authorized to enter into an  
19 addendum to contract number 2015-0720 with Environmental Works, Inc., said agreement  
20 to be substantially in the form as that document attached hereto and incorporated herein by  
21 reference as "Exhibit 1."  
22

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

25 Passed at meeting: \_\_\_\_\_  
26  
27

28 \_\_\_\_\_  
29 Mayor  
30

31 Attest: \_\_\_\_\_, City Clerk  
32

33 Filed as Ordinance: \_\_\_\_\_  
34

35 Approved as to form: Amanda R. Callaway, Assistant City Attorney  
36

37  
38  
39

Approved for Council action: , City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 078**

FILED: 3-29-16

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To authorize the City Manager, or his designee, to enter into an addendum to contract number 2015-0720 with Environmental Works, Inc.; to install and maintain one (1) additional monitoring well on public right-of-way to monitor groundwater conditions at no cost to the City.

BACKGROUND INFORMATION: The monitoring well is part of an ongoing environmental investigation that is taking place at the Rapid Roberts fueling station on the corner of Fremont Avenue & Republic Street. This investigation is conducted with the oversight and approval of the Missouri Department of Natural Resources. The proposed monitoring well will be completed to an approximate depth of 25 feet, depending on field conditions. The well is to be installed flush with the ground and approximately 40 feet from the centerline along the north side of east Republic Street within the public right-of-way, as shown on "Exhibit 2."

The addendum, attached as "Exhibit 1," permits the consultant to install and maintain three (3) monitoring wells in the public right-of-way, in a location and manner approved by a designated representative of the Director of Public Works. The City has previously granted permission to install two (2) other wells as part of this particular investigation, located along the south side of east Republic Street (S.O. 26580). Proof of insurance has been submitted.

Supports the following Field Guide 2030 goals: Chapter 8, Natural Environment; Major Goal 16, Maintain or restore the pre-development hydrology of our watersheds and protect our waterways from pollution; Objective 16c, Support State Water Pollution Control Regulations - Support legislation to adequately fund the Missouri Department of Natural Resources to ensure they have the resources necessary to enforce the state's land disturbance program and other water pollution control regulations in areas that are not under the jurisdiction of an effective local program.

FINANCIAL: The cost of installation and maintenance falls to Environmental Works, Inc.

RECOMMENDATION: Public Works recommends passage of this Council bill.

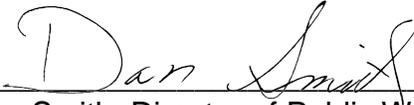
Submitted by:



---

Martin Gugel, Assistant Director of Public Works

Recommended by:

  
\_\_\_\_\_  
Dan Smith, Director of Public Works

Approved by:

  
\_\_\_\_\_  
Greg Burris, City Manager

**Exhibit 1**

ROUTING ORDER	(1) CITY	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE _____, 2016	TERMINATION DATE	ADDENDUM #1 TO CONTRACT # 2015-0720	
<b>CITY</b>		<b>ENVIRONMENTAL WORKS, INC.</b>	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: 417-864-1801 FAX: 417-864-1983 ATTN: MANDY BUETTGEN-QUINN Dept: Public Works, Traffic Operations		ENVIRONMENTAL WORKS, INC. 1455 E. CHESTNUT EXPRESSWAY SPRINGFIELD, MO 65802 PHONE: 417-890-9500 FAX: 417-823-9659 ATTN: KATIE GRAPPONE	

**ADDENDUM**

Entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for good and valuable consideration, the undersigned hereby agree that this Addendum shall become part of that certain Contract executed on the 27<sup>th</sup> day of May, 2015, by the parties identified above.

The parties agree as follows:

1. That paragraph 1 on page 1 shall be replaced by a new paragraph 1, which reads as follows:
  1. License to Install and Maintain Groundwater Monitor Wells: City hereby grants Licensee, its subcontractors, employees and agents, a license to enter upon City property for the purpose of installing, testing, repair and maintenance of three groundwater monitor wells in connection with its environmental site characterization study. Pursuant to the original contract executed on May 27th, 2015, two monitoring wells already exist and have been installed as near as feasible to the location shown on Exhibit A. The third monitoring well shall be installed as near as feasible to the location shown on Exhibit B. Both exhibits are attached hereto and incorporated by reference. The license for the original two monitoring wells commenced on May 27th, 2015. The license for the third additional monitoring well shall commence on the date of the execution of this addendum. All licenses granted under this contract and any addendum shall continue until terminated by either party. Upon termination, all well equipment shall be removed, the wells properly capped and covered by Licensee and the right-of-way premises restored to the satisfaction of City upon termination of this license.
2. That Exhibit B which is attached to this Addendum shall be incorporated by reference to the original contract.
3. That all other provisions of the aforementioned Contract shall remain in full force and effect.
4. That this Addendum together with the Contract contain the entire agreement of the parties. No modification, amendment or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

**[remainder of page intentionally left blank]**

**CITY OF SPRINGFIELD, MISSOURI**

**Environmental Works, Inc.**

By:

\_\_\_\_\_  
Collin Quigley, Assistant City Manager

By: \_\_\_\_\_

Name & Title \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
Amanda R. Callaway, Assistant City Attorney

EXHIBIT A

Two Monitoring Wells for Rapid Roberts, on Republic Street, east of Fremont.

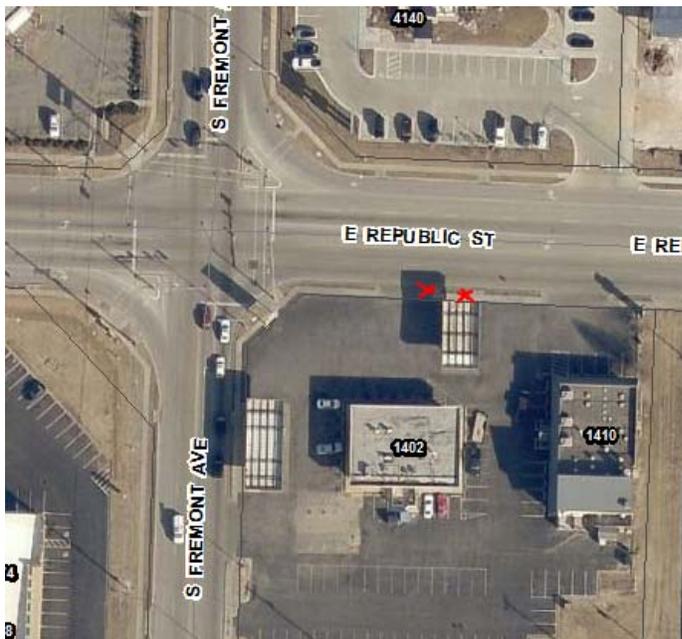
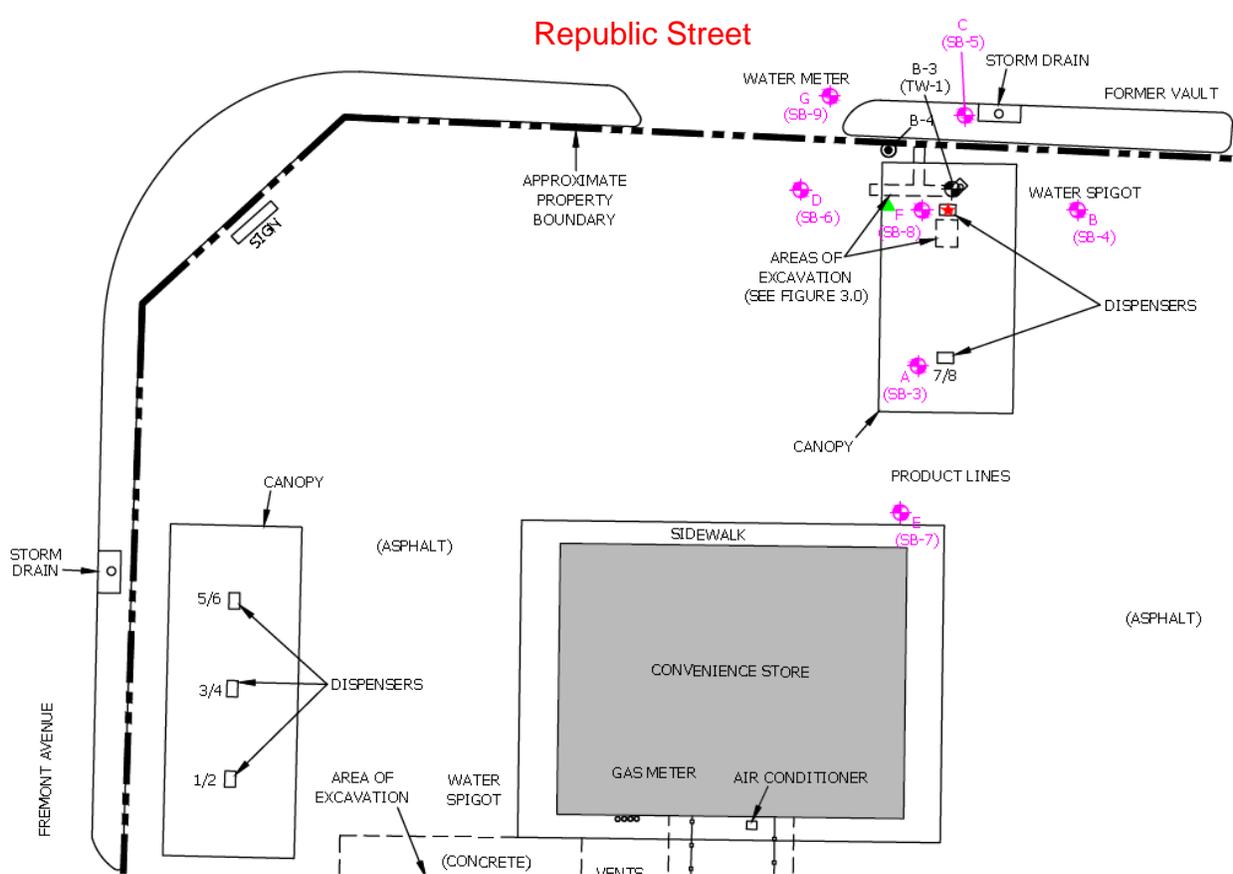
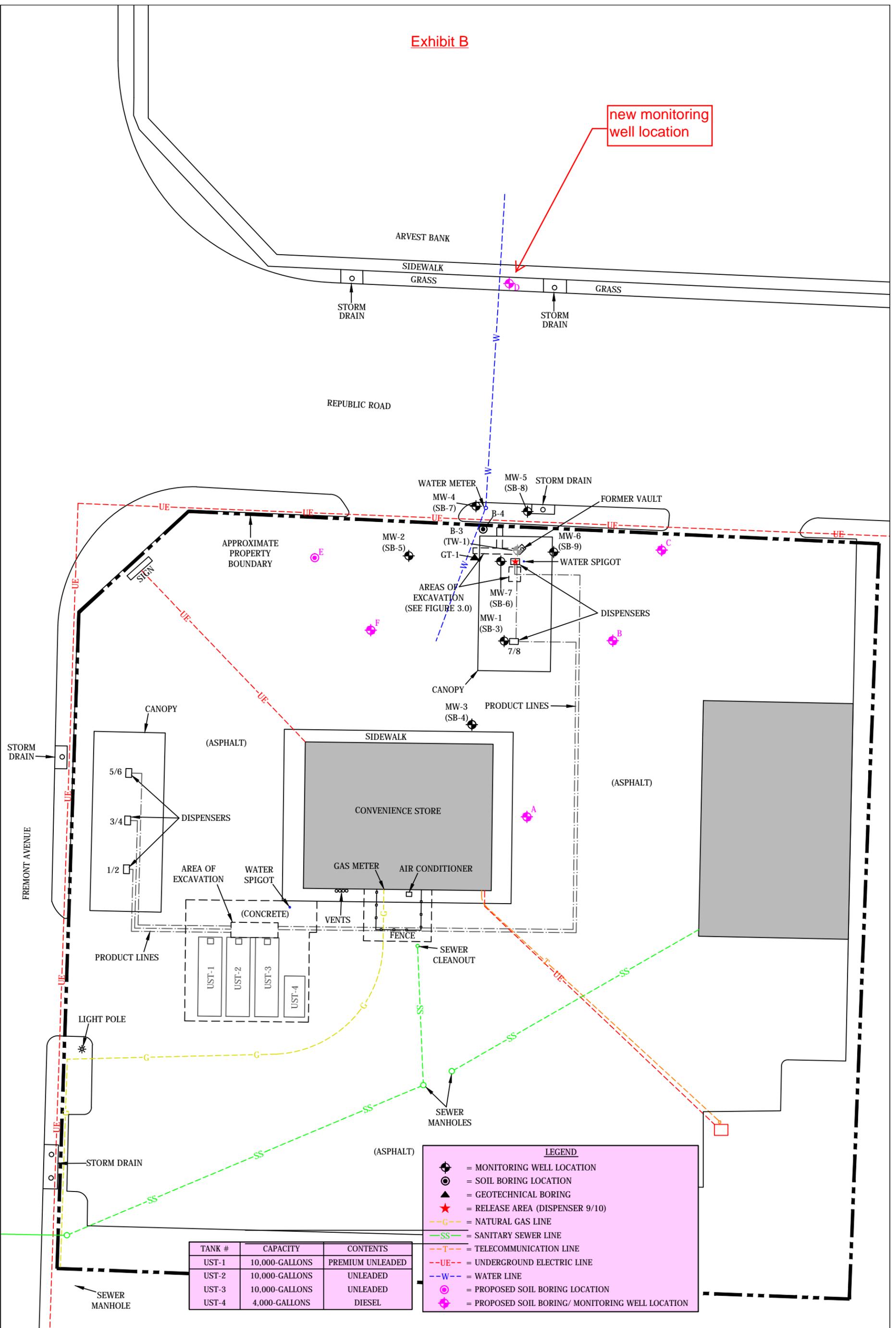


Exhibit B

new monitoring well location



CHECKED BY:  
K. GRAPPONE  
E.W.I. # 140196  
DRAWN BY: ARK  
Oct. 29, 2015

SCALE IN FEET  
0 15 30  
APPROXIMATE



Springfield Office Location:  
1455 E. Chestnut Expressway  
Springfield, MO 65802  
Phone: (417) 890-9500

PROPOSED SOIL BORING/  
MONITORING WELL

RAPID ROBERTS #111  
14002 E. REPUBLIC ROAD  
SPRINGFIELD, GREENE COUNTY, MISSOURI  
ST# 13755, CLAIM# 63382

FIGURE  
6.0

Exhibit 2

1349

S FREMONT AVE

4140

Monitoring Well Location

E REPUBLIC ST

1402

1410



SCALE: 1:8000



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One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 5  
Filed: 03-29-16

Sponsored by: Ferguson

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016- 079

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 APPROVING the plans and specifications for the Mt. Vernon Street Widening  
2 (Orchard Crest Avenue to Suburban Avenue) project, Plan No.  
3 2013PW0039T; accepting the bid of Hartman and Company, Inc., for  
4 that project; and authorizing the City Manager, or his designee, to  
5 enter into a contract with such bidder.  
6 \_\_\_\_\_  
7

8 WHEREAS, Hartman and Company, Inc., is the lowest responsive and  
9 responsible bidder for the Mt. Vernon Street Widening (Orchard Crest Avenue to  
10 Suburban Avenue) project, Plan No. 2013PW0039T.  
11

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

15 Section 1 – The City Council hereby approves the plans and specifications of the  
16 Mt. Vernon Street Widening (Orchard Crest Avenue to Suburban Avenue) project, Plan  
17 No. 2013PW0039T, and accepts the bid of Hartman and Company, Inc., for that project  
18 at the price and sum set forth in said bid, except as said sum may be lawfully increased  
19 or decreased by the actual quantities of work units involved. The City Manager, or his  
20 designee, is hereby authorized to enter into a contract with said bidder for such work in  
21 accordance with the terms of the bid, the plans, and the specifications.  
22

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

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Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_, City Clerk

Filed as Ordinance: \_\_\_\_\_

Approved as to form: Amanda R. Callaway, Assistant City Attorney

Approved for Council action: Greg Burt, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 079**

FILED: 3-29-16

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for the Mt. Vernon Street Widening (Orchard Crest Avenue to Suburban Avenue) project, Plan No. 2013PW0039T; accepting the bid of Hartman & Company, Inc., for that project, and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

BACKGROUND INFORMATION: The project will include widening Mt. Vernon Street from a point east of Orchard Crest Avenue to a point west of Suburban Avenue as shown on the "Exhibit A," project location map. This project will widen Mt. Vernon Street to a three lane section, with a center turn-lane. The project will also include new pavement, new sidewalk, updated storm sewer system and gas and water relocations.

Bids were solicited for this project by advertising in the *Daily Events* from February 22, 2016 through February 26, 2016. Bids were opened on March 15, 2016 at 10:30 a.m., with the following bids received:

<u>Contractor</u>	<u>Bid Amount</u>
Hartman & Company, Inc.	\$1,639,000.00
D&E Plumbing & Heating, Inc.	\$1,930,239.00
Emery Sapp & Sons, Inc.	\$2,628,190.00
Engineer's Estimate	\$2,052,195.00

The low bid, if accepted, will be funded from the 1/4-Cent Capital Improvements Sales Tax and the funds are already budgeted.

Utility Improvements included in the project are estimated at \$418,393.00 and will be reimbursed by City Utilities. This will reduce the net City cost funded by the 1/4-Cent Capital Improvement Sales Tax to \$1,220,607.00.

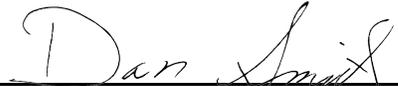
Supports the following Field Guide 2030 goal(s): Chapter 12, Transportation; Major Goal 2, Operations and Maintenance The City of Springfield should continue to maintain streets, sidewalks, trails and the airport, using the most effective strategies to maximize the efficient operation of the existing systems, keeping in mind safety, accessibility, sustainability, and collaboration; Objective 2a, Keep streets and sidewalks and trails in good condition with an emphasis on arterial streets.

REMARKS: Public Works recommends acceptance of the bid of Hartman & Company, Inc. as the lowest responsible bid and passage of this ordinance.

Submitted by:

  
\_\_\_\_\_  
Kirk Juranas, Assistant Director of Public Works

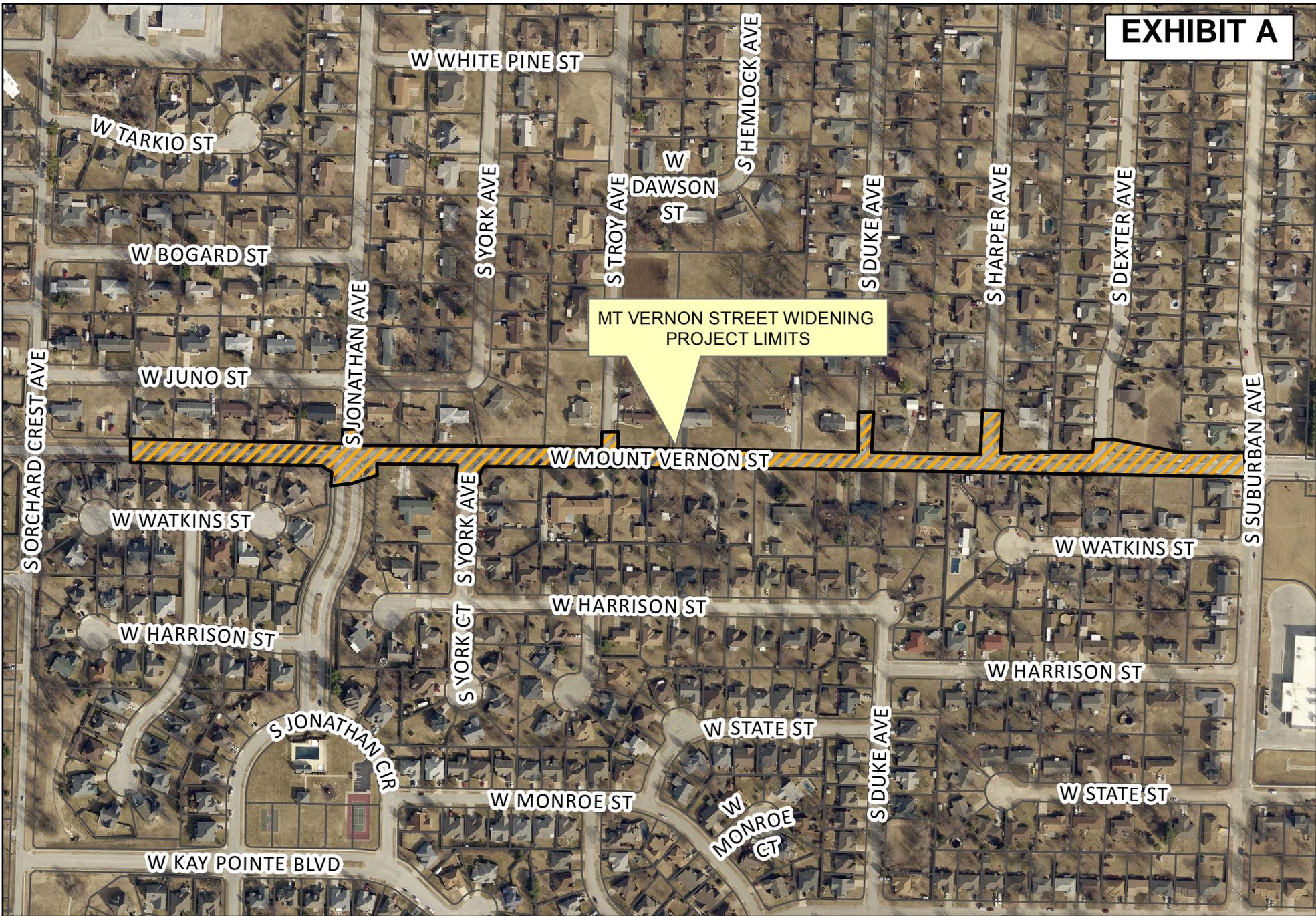
Recommended by:

  
\_\_\_\_\_  
Dan Smith, Director of Public Works

Approved by:

  
\_\_\_\_\_  
Greg Burris, City Manager

**EXHIBIT A**



SCALE: 1:8,000



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One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 5  
Filed 3-29-16

Sponsored by: Burnett

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016 - 080

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 APPROVING the sale of real property at 1102 North Rogers Avenue to Affordable  
2 Housing Action Board for \$12,500 and authorizing the issuance of a  
3 deed for same.  
4 \_\_\_\_\_  
5

6 WHEREAS, the City acquired the real property a 1102 North Rogers Avenue for  
7 \$9,261.86 and put it out for public bid; and  
8

9 WHEREAS, the Affordable Housing Action Board has offered to buy the property  
10 for \$12,500, an offer the City Manager considers acceptable; and  
11

12 WHEREAS, disposition of real property calls for City Council approval; and  
13

14 WHEREAS, the City Council is committed to using all available funds, wherever  
15 possible, to add to the Police-Fire Pension Fund.  
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 City Council hereby approves the sale of the real estate located  
21 at 1102 North Rogers and depicted on “Exhibit A” to Affordable Housing Action Board  
22 for the price and sum of \$12,500.  
23

24 Section 2 – The City Council hereby authorizes the Mayor to execute such  
25 documents as are necessary to convey title to the real estate to the purchaser herein  
26 consistent with the offer and acceptance.  
27

28 Section 3 – The budget of the Department of Building Development Services for  
29 Fiscal Year 2015-2016 is hereby amended in the accounts and in the amounts as  
30 shown on Budget Adjustment No. 0040, a copy of which is attached hereto and  
31 incorporated herein by reference as “Exhibit B.”  
32

33 Section 4 – The City Council hereby finds that the budget adjustment made  
34 above has been recommended by the City Manager.  
35



**EXPLANATION TO COUNCIL BILL NO. 2016 - 080**

FILED: 3-29-16

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To direct the City Manager, or his designee, to accept a \$12,500 bid from Affordable Housing Action Board to buy real property at 1102 North Rogers Avenue and to authorize the Mayor, or his designee, to execute necessary documents to convey title to the property.

BACKGROUND INFORMATION: The City acquired the property for \$9,261.86 and, after putting it out for public bid, received the bid noted above. No city department needs the property and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the properties will be returned to the fund from which each property was purchased, up to the amount of the purchase price. The City Council has stated its intent to put any additional unrestricted proceeds from the sales into the Police-Fire Pension Fund.

The budget of the City for Fiscal Year 2015-2016 is amended in the accounts and the amounts shown on the attached Budget Adjustment No. #0040, "see Exhibit B."

REMARKS: The above council bill originated with the Land Inventory Committee. Under "Administrative Memorandum #5D," the committee has declared the above property as surplus.

Submitted by:

  
\_\_\_\_\_  
Duke McDonald, Assistant City Attorney

Recommended by:

  
\_\_\_\_\_  
Collin Quigley, Assistant City Manager

Approved by:

  
\_\_\_\_\_  
Greg Burris, City Manager



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*City of Springfield, Missouri*

**Exhibit A**

**1102 N. Rogers Ave.**



Printed: Mar 18, 2016

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

Exhibit   B  

BA Number 0040

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	406170	000000	00000	3,238.14	Net proceeds of sale to Police and Fire Pension Fund
Net Revenue Adjustment						3,238.14	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	500240	000000	00000	3,238.14	Net proceeds of sale to Police and Fire Pension Fund
Net Expenditure Adjustment						3,238.14	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To appropriate net proceeds from the sale of property at 1102 N Rogers to the Police and Fire Pension Fund.

Requested By:

*[Signature]*  
Department Head                      3/29/16  
Date

Approved By:

*Mary Mann O'Donoghue*                      3/29/16  
Director of Finance                      Date  
*[Signature]*                      3/29/16  
City Manager                      Date

Authorization:

Council Bill No. 2016-080  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 5  
Filed 3-29-16

Sponsored by: Burnett

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016 - 081

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 APPROVING the sale of real property at 1410 East Pacific Street to Affordable  
2 Housing Action Board for \$12,500 and authorizing the issuance of a  
3 deed for same.  
4 \_\_\_\_\_  
5

6 WHEREAS, the City acquired the real property at 1410 East Pacific Street for  
7 \$6,395.01 and put it out for public bid; and  
8

9 WHEREAS, Affordable Housing Action Board has offered to buy the property for  
10 \$12,500, an offer the City Manager considers acceptable; and  
11

12 WHEREAS, disposition of real property calls for City Council approval; and  
13

14 WHEREAS, the City Council is committed to using all available funds, wherever  
15 possible, to add to the Police-Fire Pension Fund.  
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 City Council hereby approves the sale of the real estate located  
21 at 1410 East Pacific and depicted on “Exhibit A” to Affordable Housing Action Board for  
22 the price and sum of \$12,500.  
23

24 Section 2 – The City Council hereby authorizes the Mayor to execute such  
25 documents as are necessary to convey title to the real estate to the purchaser herein  
26 consistent with the offer and acceptance.  
27

28 Section 3 – The budget of the Department of Building Development Services for  
29 Fiscal Year 2015-2016 is hereby amended in the accounts and in the amounts as  
30 shown on Budget Adjustment No. 0041, a copy of which is attached hereto and  
31 incorporated herein by reference as “Exhibit B.”  
32

33 Section 4 – The City Council hereby finds that the budget adjustment made  
34 above has been recommended by the City Manager.  
35



**EXPLANATION TO COUNCIL BILL NO. 2016 - 081**

FILED: 3-29-16

ORIGINATING DEPARTMENT: City Manager's Office

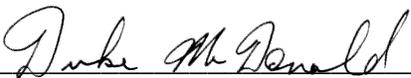
PURPOSE: To direct the City Manager, or his designee, to accept a \$12,500 bid from Affordable Housing Action Board to buy real property at 1410 East Pacific Street and to authorize the Mayor, or his designee, to execute necessary documents to convey title to the property.

BACKGROUND INFORMATION: The City acquired the property for \$6,395.01 and, after putting it out for public bid, received the bid noted above. No city department needs the property and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the properties will be returned to the fund from which each property was purchased, up to the amount of the purchase price. The City Council has stated its intent to put any additional unrestricted proceeds from the sale into the Police-Fire Pension Fund.

The budget of the City for Fiscal Year 2015-2016 is amended in the accounts and the amounts shown on the attached Budget Adjustment No. 0041 "Exhibit B."

REMARKS: The above council bill originated with the Land Inventory Committee. Under "Administrative Memorandum #5D," the committee has declared the above property as surplus.

Submitted by:

  
\_\_\_\_\_  
Duke McDonald, Assistant City Attorney

Recommended by:

  
\_\_\_\_\_  
Collin Quigley, Assistant City Manager

Approved by:

  
\_\_\_\_\_  
Greg Burris, City Manager



*City of Springfield, Missouri*

**Exhibit A**

**1410 E. Pacific St.**



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Printed: Mar 18, 2016

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

Exhibit B

BA Number 0041

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	406170	000000	00000	6,104.99	Net proceeds of sale to Police and Fire Pension Fund
Net Revenue Adjustment						6,104.99	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
70710	09	14260	500240	000000	00000	6,104.99	Net proceeds of sale to Police and Fire Pension Fund
Net Expenditure Adjustment						6,104.99	

Fund Balance Appropriation:

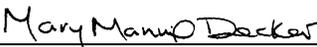
Fund	Title	Amount

Explanation: To appropriate net proceeds from the sale of property at 1410 E Pacific to the Police and Fire Pension Fund.

Requested By:

  
Department Head 3/29/16  
Date

Approved By:

  
Director of Finance 3/29/16  
Date

  
City Manager 3/29/16  
Date

Authorization:

Council Bill No. 2016-081  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

One-rdg.  X   
P. Hrngs. \_\_\_\_\_  
Pgs.  6   
Filed:  03-29-16

Sponsored by:  Ferguson

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO.  2016 -082

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 TO ESTABLISH AND DEFINE the boundaries and adopt the plat, plans, specifications,  
2 and sealed estimate of construction costs, and authorize  
3 acquisition of necessary right(s)-of-way, by purchase or  
4 condemnation thereof, for Sanitary Sewer District No.  
5 182 of Section No. 16 of the main sewers of the City,  
6 located in the general vicinity of West Bypass and  
7 Division Street; further providing that all labor shall be  
8 paid the prevailing wages; and directing the City  
9 Manager, or his designee, to advertise for bids for the  
10 construction of said sewers.  
11  
12

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

15  
16 Section 1 – Sanitary Sewer District No. 182 of Section No. 16 of the main  
17 sanitary sewers of the City of Springfield, Missouri, is hereby established and the plat of  
18 said district is accepted. The Director of Environmental Services is hereby authorized to  
19 acquire necessary right(s)-of-way for the construction of said sewers.  
20

21 Section 2 – The boundaries of said sanitary sewer district are described as  
22 follows: A tract of land in the Southeast Quarter of Section 8, Township 29 North,  
23 Range 22 West in the City of Springfield, Greene County, Missouri, described as  
24 follows: Beginning at the southwest corner of Lot 33 in Hillcrest Subdivision, a  
25 subdivision in the south half of the Southeast Quarter of Section 8, Township 29  
26 North, Range 22 West in the City of Springfield, Greene County, Missouri, according  
27 to the recorded plat thereof, said corner being on the east line of Lot 12 in Hillcrest  
28 Subdivision; thence north along the east line of said Lot 12 and the northerly  
29 extension of said line, 1444.5 feet to the north line of the south 10 acres of the east  
30 39 acres of the Northeast Quarter of the Southeast Quarter of said Section 8; thence  
31 east along said north line, 417 feet to the west right-of-way line of West Bypass (U. S.  
32 Highway 160); thence south along said west right-of-way line, 558.5 feet; thence west  
33 along said right-of-way line, 10 feet; thence south along said right-of-way line, 140

34 feet; thence east along said right-of-way line, 10 feet; thence south along said right-  
35 of-way line, 670 feet; thence west along said right-of-way line, 10 feet; thence south  
36 along said right-of-way line, 196 feet; thence southwesterly along said right-of-way  
37 line, through a curve to the right having a radius of 77.0 feet, an arc distance of 88.6  
38 feet to the north right-of-way line of Division Street (State Highway EE); thence west  
39 along the north right-of-way line of Division Street, 142.5 feet to the east line of Lot 34  
40 in said Hillcrest Subdivision; thence north along the east line of said Lot 34, a  
41 distance of 193 feet to the south line of Lot 33 in said Hillcrest Subdivision; thence  
42 west along said south line, 219 feet to the point of beginning.

43  
44 Section 3 – The City Council hereby declares the necessity of condemning  
45 right(s)-of-way for sanitary sewers over, under, and through the said properties in order  
46 to construct, reconstruct, maintain, or repair said sewers.

47  
48 Section 4 – The plans for construction of Sanitary Sewer District No. 182 of  
49 Section No. 16, consisting of the plat, plan, profile, specifications, and a sealed estimate  
50 of the costs, prepared for the City Manager by the Director of Environmental Services,  
51 are on file in the Director’s office. Said plans are hereby approved by City Council and  
52 a copy of the sealed estimate ordered placed on file with the City Clerk.

53  
54 Section 5 – The City Manager, or his designee, is hereby directed to proceed in  
55 accordance with Chapter 98, Article VI, Division 4, Section 98-286 of the Springfield City  
56 Code, and to advertise by publication in a daily printed newspaper in the City for three  
57 (3) consecutive issues for sealed bids to be submitted in accordance with the plans and  
58 specifications for the cost of labor and materials. All bidders shall be required as a  
59 condition of submitting a bid to agree their bid shall not be withdrawn for a period of 90  
60 days from the date of the bid opening specified in the bid notice. Bidders shall be  
61 notified that payment for the cost of the project shall be from proceeds of a bond issue  
62 to build sanitary sewers and there will be progress payments during the course of the  
63 project with final payment to be made to the contractor upon acceptance of the project  
64 by the City. The City Manager, or his designee, is hereby authorized to publicly open  
65 said bids and shall report to the City Council, at its next meeting, the name and bid of  
66 the lowest responsive bidder.

67  
68 Section 6 – All labor utilized in the construction of the sewers shall be paid a  
69 wage of not less than the prevailing hourly rate of wages for work of a similar character  
70 in this locality as established by the Department of Labor and Industrial Relations for the  
71 State of Missouri.

72  
73 Section 7 – The City of Springfield will not contribute toward the cost of the  
74 improvement except as prescribed under General Ordinance No. 5717 regarding caps  
75 on tax bill sewer projects and Sewer Extension Cost Recovery (SECR) fees, and costs  
76 over the survey, engineering, and plan review fees. The special assessments for the  
77 project shall include all costs of labor, materials, interest, publications, postage,  
78 abstracts, fees for engineering and plan review which shall not exceed 15 percent of the  
79 contract bid price for the project, or of the engineer’s estimated price, whichever is the

80 lesser, the cost of the necessary right(s)-of-way, and a connection fee not to exceed the  
81 connection schedule established by Section 120-246 of the Springfield City Code.

82  
83 Section 8 – The City Council has issued general obligation bonds pursuant to  
84 Article VI, Section 26(d) of the Missouri Constitution to pay all or part of the construction  
85 costs, including interest incurred by the City in financing the project, and the City  
86 Council has or will provide that all the cost of such improvements in the sewer district  
87 shall be assessed and levied on the properties benefited thereby, which will be eligible  
88 for the City Sewer Financial Assistance Program under Chapter 98, Article VI, Section  
89 98-286(4)(b) of the Springfield City Code. The City, or its assignees, shall collect all  
90 special assessments so levied in the manner therein provided and shall use such  
91 collections to reimburse the City for the amount paid or to be paid on the bond of the  
92 City issued for such improvement. Such bonds shall be for a period of 15 years.

93  
94 Section 9 – This ordinance shall be in full force and effect from and after  
95 passage.

96  
97 Passed at meeting: \_\_\_\_\_

98  
99 \_\_\_\_\_  
100 Mayor

101  
102 Attest: \_\_\_\_\_, City Clerk

103  
104 Filed as Ordinance: \_\_\_\_\_

105  
106 Approved as to form: John Middleton, Assistant City Attorney

107  
108 Approved for Council action: Greg Burnett, City Manager

## EXPLANATION TO COUNCIL BILL NO. 2016- 082

FILED: 03-29-16

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To establish and define the boundaries and adopt the plat, plans, specifications, and sealed estimate of construction costs, and authorize acquisition of necessary right(s)-of-way by purchase or condemnation thereof, for Sanitary Sewer District No. 182 of Section No. 16 of the main sewers of the City, located in the general vicinity of West Bypass and Division Street as shown in "Exhibit A;" further providing that all labor shall be paid the prevailing wages; and direct the City Manager, or his designee, to advertise for bids for the construction of said sewers.

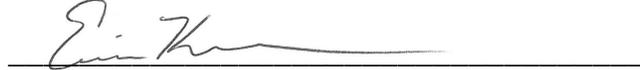
### BACKGROUND:

1. The project is scheduled for construction as part of the City's sewer construction program, as established in Resolution No. 7995, to eliminate septic tanks within the City limits and to encourage infill by providing sanitary sewer service. This project will be funded by sewer improvement bonds that are already budgeted. It will make sewer available to seven tracts which will eliminate seven septic systems from within the City limits of Springfield.
2. Plans, specifications, and a cost estimate have been prepared by the Department of Environmental Services and are on file in the Director's office.
3. Wastewater from this district would flow to the Southwest Treatment Plant.
4. To assist property owners with the costs associated with the sewer tax bills and sewer hookup, several programs are available. The City Sewer Financial Assistance Program provides residential property owners the opportunity to take advantage of a maximum cap per tract on the tax bill amount. A low-interest loan to help with costs for hookup to the sewer is available through the Department of Environmental Services. The Sanitary Sewer Installation and Connection Assistance Program provides two types of assistance for low and moderate income families. One provides a deferred, no-interest loan for sewer hookup costs. The other is a direct grant to offset the cost of the tax bill. The City also provides a 15-year, low-interest payback arrangement for tax bill costs.
5. This ordinance is for a public improvement, where a special tax bill is issued, and should be a one-reading bill under City Charter Section 10.15.
6. This ordinance supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 5, Protect and preserve our natural resources for future generations; Objective 5b, Maintain high water quality and increase water quantity by securing and improving water resources

for future generations; and Objective 5c, Protect our caves and karst ecosystems which contain plants, animals, and natural communities that depend on the surrounding land and water to thrive and survive. Chapter 10, Public Health; Major Goal 5, Develop and ensure safe and healthy environments both indoors and outdoors; Objective 5c, Ensure a clean and sustainable water supply.

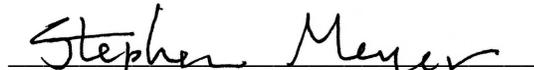
REMARKS: Environmental Services recommends passage of this Council bill.

Submitted by:



Errin Kemper  
Assistant Director of Environmental Services

Recommended by:



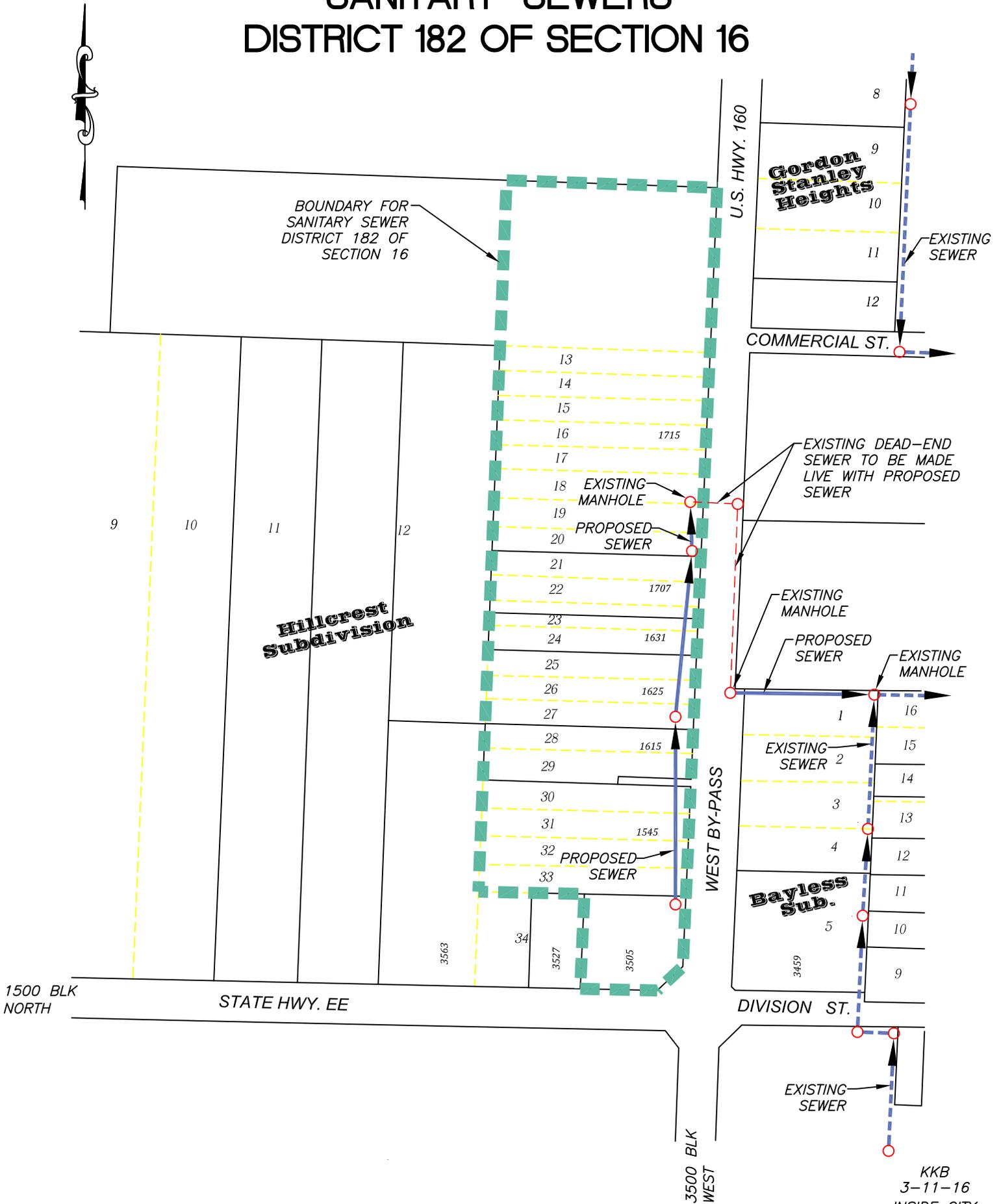
Stephen Meyer  
Director of Environmental Services

Approved by:



Greg Burris  
City Manager

# SANITARY SEWERS DISTRICT 182 OF SECTION 16



One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 5  
Filed: 03-15-16

Sponsored by: Burnett

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016- 066

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 APPROVING the plans and specifications for the Stormwater Improvements Atlantic  
2 Street (West of Glenstone Avenue) project, Plan No. 2015PW0005WT,  
3 accepting the bid of Hartman and Company, Inc., for that project; and  
4 authorizing the City Manager, or his designee, to enter into a contract  
5 with such bidder.  
6  
7

8 WHEREAS, Hartman and Company, Inc., is the lowest responsive and  
9 responsible bidder for the Stormwater Improvements Atlantic Street (West of Glenstone  
10 Avenue) project, Plan No. 2015PW0005WT "Exhibit A;" and  
11

12 WHEREAS, this stormwater project will improve the drainage and infrastructure  
13 along Atlantic Street, west of Glenstone Avenue and south through the property located  
14 at 1933 North Glenstone Avenue.  
15

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

19 Section 1 – The City Council hereby approves the plans and specifications of the  
20 Stormwater Improvements Atlantic Street (West of Glenstone Avenue) project, Plan No.  
21 2015PW0005WT, and accepts the bid of Hartman and Company, Inc., for that project at  
22 the price and sum set forth in said bid, except as said sum may be lawfully increased or  
23 decreased by the actual quantities of work units involved. The City Manager, or his  
24 designee, is hereby authorized to enter into a contract with said bidder for such work in  
25 accordance with the terms of the bid, the plans, and the specifications.  
26

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

30 Passed at meeting: \_\_\_\_\_  
31  
32

33  
34  
35  
36  
37  
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40  
41  
42  
43  
44

\_\_\_\_\_

Mayor

Attest: \_\_\_\_\_, City Clerk

Filed as Ordinance: \_\_\_\_\_

Approved as to form: Amanda R. Callaway, Assistant City Attorney

Approved for Council action: Greg Burt, City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 066**

FILED: 03-15-16

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving plans and specifications for the Stormwater Improvements Atlantic Street (West of Glenstone Avenue) project, and to accept the bid of Hartman and Company, Inc., for that project (Plan No. 2015PW0005WT); and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

BACKGROUND INFORMATION: This Stormwater project will improve the drainage and infrastructure along Atlantic Street, west of Glenstone Avenue, and south through the property located at 1933 North Glenstone Avenue, see "Exhibit A." This area is prone to flooding requiring the closure of Atlantic Street during heavy rain events. City staff collaborated with the owners of 1933 North Glenstone Avenue so that construction of these improvements will coincide with their parking lot improvements thereby saving the City the cost of replacing the pavement. City Utilities (CU) has gas and water facilities in the area that will be renewed as part of this project, and the cost of this work will be fully reimbursed by CU.

Bids were solicited for this project by advertising in the Daily Events from January 29, 2016 through February 2, 2016. Bids were opened on February 23, 2016, at 10:30 a.m., with the following bids received:

<u>Contractor</u>	<u>Bid Amount</u>
Hartman and Company, Inc.	\$447,165.00
Engineer's Estimate	\$473,155.00

Based on bid pricing, CU will reimburse the City an estimated \$204,553.85 for the work related to the gas and water facilities, resulting in an estimated net cost to the City of \$242,611.15. The low bid, if accepted, will be funded by Level Property Tax funds already budgeted for stormwater improvements.

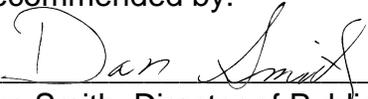
This project supports the following Field Guide 2030 goal(s): Chapter 3, Economic Development; Major Goal 3, Plan for and develop infrastructure needed for sustainable, quality growth; Objective 3a, Prioritize key infrastructure improvements needed to facilitate private investment. Chapter 6, Growth Management and Land Use; Major Goal 1, Promote better collaboration between regional and local governing bodies; Objective 1a, Promote better collaboration and strategic planning between City of Springfield, Greene County and surrounding municipalities to foster a higher level of partnership and communication with all public entities.

REMARKS: Public Works recommends acceptance of the bid of Hartman and Company, Inc., as the lowest responsible bid and passage of this ordinance.

Submitted by:

  
Kirk Juranas, Assistant Director of Public Works

Recommended by:

  
Dan Smith, Director of Public Works

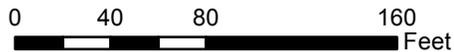
Approved by:

  
Greg Burris, City Manager

Exhibit A



City of Springfield, Missouri



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One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 5  
Filed: 03-15-16

Sponsored by: Ferguson

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016- 067

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 DECLARING the necessity to condemn right-of-way over, under, and through the  
2 property located at 1705 North Colgate Avenue for the Homeland  
3 Subdivision Stormwater Improvement Project.  
4 \_\_\_\_\_  
5

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

9 Section 1 – The City Council hereby declares the necessity of condemning the  
10 following described property for the purpose of constructing and maintaining public  
11 drainage improvements, and for the relocation, construction, maintenance, and  
12 operation of gas, water, electric, telephone, fiber optic, and communications utilities,  
13 including necessary fixtures and appurtenances, for the improvement of the City’s public  
14 drainage system, to-wit:  
15

16 Owner of 1705 North Colgate Avenue (Tract No. 1) is NSI B, LLC. Also claiming an  
17 interest is Leah Betts, Greene County Collector, to the extent of any unpaid taxes and  
18 any other party claiming an interest in or to the property. “Exhibit A” attached hereto  
19 sets out the temporary construction easement sketch for this tract.  
20

21 Tract No. 1: (NSI B, LLC)  
22

23 TEMPORARY CONSTRUCTION EASEMENT BEING DESCRIBED AS FOLLOWS:  
24

25 A temporary construction easement being a part of lots 279, 278, and the south 30 feet  
26 of 277 in Homeland Addition to the City of Springfield, Greene County, Mo, as filed in  
27 Greene County Recorder's Plat Book H, page 29, owned by the grantor as described in  
28 the Greene County, Missouri Recorder's Office in book 2014, page 033747-14; being  
29 more fully described as follows:  
30

31 A temporary construction easement not to encroach on existing permanent structures  
32 being more particularly described as the easterly 25 feet of the southerly 10 feet of said

33 lot 279 containing an area of 250 square feet more or less, to provide a continuous  
34 easement as shown, subject to all easements and/or rights-of-way.

35  
36 Said temporary construction easement will be terminated upon acceptance of the storm  
37 drainage and sidewalk construction by the City of Springfield Public Works Department.  
38

39 Section 2 - The City Manager, or his designee, is hereby authorized to proceed  
40 immediately with condemnation proceedings against the above-described properties as  
41 authorized by Article II, Sections 2.16(3), (7), and (10), and Article XIX, Section 19.18,  
42 of the City Charter.

43  
44 Section 3 - This ordinance shall be in full force and effect from and after passage.  
45

46 Passed at meeting: \_\_\_\_\_  
47

48  
49 \_\_\_\_\_  
50 Mayor  
51

52 Attest: \_\_\_\_\_, City Clerk  
53

54 Filed as Ordinance: \_\_\_\_\_  
55

56  
57 Approved as to form: Amanda R. Callaway, Assistant City Attorney  
58

59  
60 Approved for Council action: [Signature], City Manager

**EXPLANATION TO COUNCIL BILL NO: 2016- 067**

FILED: 03-15-16

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To receive authority to condemn right-of-way over, under and through the property located at 1705 North Colgate Avenue "Exhibit A" for the Homeland Subdivision Stormwater Improvement Project.

BACKGROUND INFORMATION: The right-of-way is necessary for constructing and maintaining a public drainage system and for the construction and maintenance of Americans with Disabilities Act (ADA) compliant sidewalks for the Homeland Subdivision Stormwater Improvement Project, Plan No. 2014PW0061W, funded through the 1/4-Cent Capital Improvement Sales Tax.

This project will provide stormwater and sidewalk improvements to Pacific Street and Hillcrest Avenue which includes constructing a 2.5 foot tall by 6 foot wide underground concrete box culvert along the north side of Pacific Street from Colgate Avenue to Hillcrest Avenue. A 30-inch underground concrete pipe is proposed to be constructed along the east side of Hillcrest Avenue from Pacific Street north to Thoman Street. There will also be several 2-foot by 2-foot grate inlets installed in yards which will capture surface drainage and connect underground to the box culvert and concrete pipe. Americans with Disabilities Act (ADA) compliant sidewalks will be constructed above the concrete box along the north side of Pacific Street and above the concrete pipe along the east side of Hillcrest Avenue.

City staff has been able to reach agreements regarding the necessary right-of-way from 13 of the 14 properties. This ordinance allows the Law Department to file for appointment of commissioners with regard to the remaining property.

Negotiations are continuing with the remaining property owner to obtain the necessary easement and we are hopeful of reaching agreement in the near future. In order to keep this project on schedule for a 2016 letting, it is necessary to gain approval at this time. Should a settlement be reached with a property owner, condemnation will not be pursued on that tract.

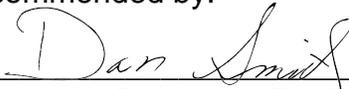
Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 1, Promote better collaboration between regional and local governing bodies; Objective 1a, Promote better collaboration and strategic planning between City of Springfield, Greene County and surrounding municipalities to foster a higher level of partnership and communication with all public entities. Chapter 10, Public Health; Major Goal 5, Develop and ensure safe and healthy environments both indoors and outdoors; Objective 5b, Promote and encourage connectivity between parks, trails, bus routes, residential, and commercial areas.

REMARKS: The Public Works Department recommends passage of this Council bill.

Submitted by:

  
Kirk Juranas, Assistant Director of Public Works

Recommended by:

  
Dan Smith, Director of Public Works

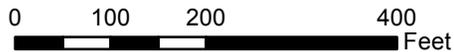
Approved by:

  
Greg Burris, City Manager

# Exhibit A



City of Springfield, Missouri



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One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 12  
Filed: 03-15-16

Sponsored by: Fulnecky

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016- 069

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 APPROVING the final development plan of Planned Development District No. 228  
2 Amended, Lot 21, generally located at 1320 East McClernon Street  
3 (Planning and Zoning Commission and Staff recommend approval).  
4  
5

6 WHEREAS, on March 29, 2004, the City Council of the City of Springfield,  
7 Missouri, passed General Ordinance No. 5357, rezoning a certain parcel of land  
8 described on "Exhibit A," which is attached hereto and incorporated herein as if copied  
9 verbatim, from a Planned Development 228 District to a Planned Development 228  
10 Amended District; and

11  
12 WHEREAS, a final development plan for the above-described tract has been  
13 prepared and submitted; and

14  
15 WHEREAS, on March 3, 2016, the Planning and Zoning Commission conducted  
16 a public hearing and recommended approval of the proposed final development plan.

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

20  
21 Section 1 – The City Council hereby approves the final development plan as  
22 shown in "Attachment 2" of "Exhibit C," which is attached hereto and incorporated  
23 herein by reference, for Planned Development District No. 228 Amended, subject to all  
24 regulations and standards of Planned Development District No. 228.

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

28  
29 Passed at meeting: \_\_\_\_\_

30  
31 \_\_\_\_\_  
32 Mayor  
33

34 Attest: \_\_\_\_\_, City Clerk

35

36 Filed as Ordinance: \_\_\_\_\_

37

38 Approved as to form: Richard T. Weder, Assistant City Attorney

39

40 Approved for Council action: Greg Burt, City Manager

## EXPLANATION TO COUNCIL BILL NO: 2016- 069

FILED: 03-15-2016

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To review the Final Development Plan for Planned Development 228 Amended Lot 21 on approximately 5.36 acres of property generally located at 1320 East McClernon Street (Staff and Planning and Zoning Commission both recommend approval).

BACKGROUND INFORMATION:

### FINAL DEVELOPMENT PLAN FOR PLANNED DEVELOPMENT 228 AMENDED

The applicant is proposing to construct a multi-family elderly housing development on 5.36 acres of property within Planned Development 228 Amended Lot 21. The Planned Development allows for multi-family elderly housing on Lot 21 but requires Planning and Zoning Commission and City Council approval.

The *Growth Management and Land Use Plan* Element of the *Comprehensive Plan* identifies this area as appropriate for Low Density Residential Housing. However, the subject property was rezoned to a Planned Development to allow multi-family uses.

Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner; Objective 4a, Increase density in activity centers and transit corridors; and Objective 4b, Increase mixed-use development areas.

FINDINGS FOR STAFF RECOMMENDATION:

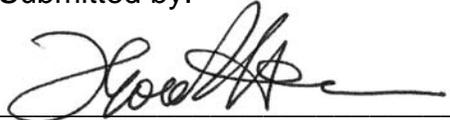
1. The subject property located at 1320 East McClernon Street was rezoned to a Planned Development 228 Amended in March 29, 2004 to permit multi-family elderly housing facilities as defined by the Federal Fair Housing Act.
2. Approval of this application will facilitate development of this property for a 36 unit multi-family elderly development to promote infill development where investments have already been made in public services and infrastructure.
3. The development requirements in Planned Development 228 Amended are adequate for mitigating any potential impacts of development of this property on the adjacent residential properties.

REMARKS:

The Planning and Zoning Commission held a public hearing on, March 3, 2016, and recommended approval, by a vote of 5 to 0, of the proposed zoning on the tract of land described on the attached sheet (see "Exhibit B," Record of Proceedings).

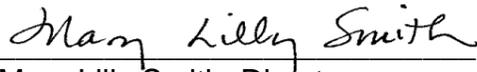
The Planning and Development Staff recommends the application be approved (see "Exhibit C," Development Review Staff Report).

Submitted by:



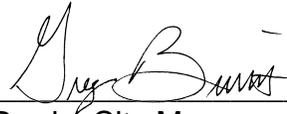
Bob Hosmer, AICP, Principal Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Greg Burris, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Record of Proceedings

Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Final Development Site Plan

**Exhibit A**

LEGAL DESCRIPTION  
FINAL DEVELOPMENT PLAN FOR PLANNED DEVELOPMENT 228 AMENDED

Lot 21 in the Final Plat of McClernon Springs, a subdivision in the City of Springfield,  
Greene County, Missouri

**Exhibit B**

**RECORD OF PROCEEDINGS  
Planning and Zoning Commission March 3, 2016**

Final Development Plan PD 228 Amended  
1320 East McClernon Street  
**Applicant:** Whisker Investments, LLC

Mr. Hosmer stated that this is a request to approve the Final Development Plan for Planned Development 228 for property located at 1320 East McClernon Street. The subject property was rezoned to a Planned Development 228 Amended in March 29, 2004 to permit multi-family elderly housing facilities as defined by the Federal Fair Housing Act. The Planned Development allows for multi-family elderly housing on lot 21 but requires Planning and Zoning Commission and City Council approval provided it is in substantial conformance with the approved Planned Development ordinance. The applicant is proposing to construct a multi-family elderly housing development on 5.36 acres of property within Planned Development 228 Amended lot 21. Approval of this application will facilitate development of this property for a 36 unit multi-family elderly development. Staff recommends approval.

Aaron Hargave, 2045 W. Woodland, owner representative to answer any questions.

Mr. Ray opened the public hearing.

No member of the public spoke.

Mr. Ray closed the public hearing.

**COMMISSION ACTION:**

Mr. Baird motions that we approve Final Development Plan PD 228 Amended. Mr. Doennig seconded the motion. The motion **carried** as follows: Ayes: Ray, Doennig, Baird, Shuler, and Cox. Nays: None. Abstain: None. Absent: Cline, Rose, and Edwards



---

**Bob Hosmer, AICP**  
Principal Planner

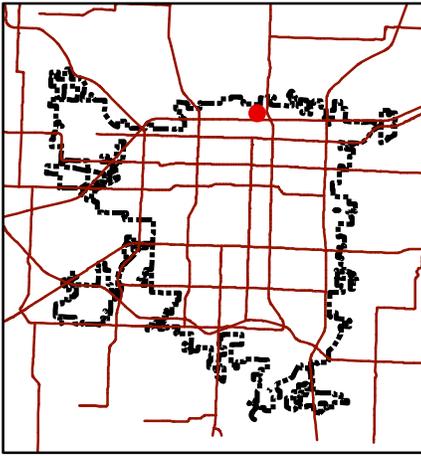
# Development Review Staff Report

Department of Planning & Development - 417-864-1031  
840 Boonville - Springfield, Missouri 65802

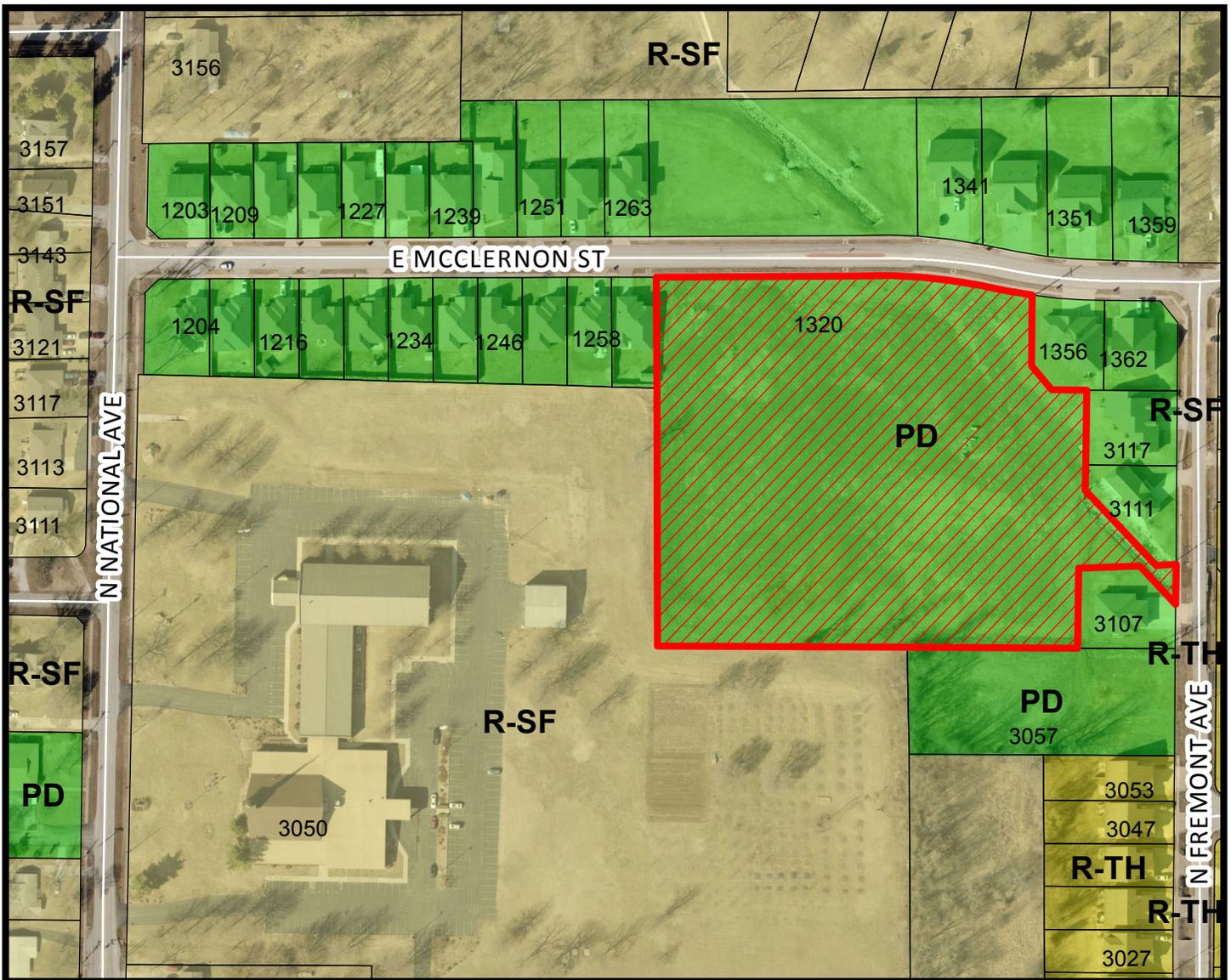
## Final Development Plan

### Planned Development 228 Amended

LOCATION: 1320 East McClernon Street  
CURRENT ZONING: PD 228 Amended  
PROPOSED ZONING: NA



#### LOCATION SKETCH



- Area of Proposal



1 inch = 200 feet

**DEVELOPMENT REVIEW STAFF REPORT  
FINAL DEVELOPMENT PLAN - PLANNED DEVELOPMENT 228 AMENDED**

**PURPOSE:** To review and approve the Final Development Plan for Planned Development 228 Amended Lot 21 per General Ordinance 5357

**REPORT DATE:** February 16, 2016

**LOCATION:** 1320 East McClernon Street

**APPLICANT:** Whiskers Investment LLC

**TRACT SIZE:** Approximately 5.36 acres

**EXISTING USE:** Vacant land

**PROPOSED USE:** Multi-Family Elderly Housing Development

**FINDINGS FOR STAFF RECOMMENDATION:**

1. Planned Development 228 Amended was approved by City Council by General Ordinance 5357 on March 29, 2004. The Ordinance requires the Final Development Plan to be submitted to the Planning and Zoning Commission for review and recommendation to City Council for final approval.
2. Planned Development 228 Amended allows for multi-family elderly housing facilities at this location.
3. The Administrative Review Committee has reviewed the proposed Final Development Plan (Attachment 2) and found that it met the requirements of Planned Development 228 Amended.

**RECOMMENDATION:**

Staff recommends approval of this request.

**SURROUNDING LAND USES:**

AREA	ZONING	LAND USE
North	PD 228 Amd	Single family homes
East	PD 228 Amd	Single family homes
South	R-SF	Church
West	PD 228 Amd/ R-SF	Single family homes and Church

## HISTORY:

The subject property at the 1320 East McClernon Street was zoned to Planned Development District No. 228 Amended on March 29, 2004. The subject property is located on lot 21 which allows for churches and multi-family elderly housing as defined by Federal Fair Housing Act.

## COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* Element of the *Comprehensive Plan* identifies this area as appropriate for Low Density Residential Housing. However, the property was rezoned in 2004 to a Planned Development which allows for multi-family elderly housing at this location.

## STAFF COMMENTS:

1. The applicant is requesting to develop a 36 unit multi-family elderly housing development on 5.36 acres of property.
2. The Planned Development requires architectural exterior building material covering outside walls consisting of brick veneer, pre-case elements, architectural style vinyl siding and/or EIFS. Each of the building frontages facing the street or abutting properties shall have a minimum of 40% of brick, stone or equivalent on exterior walls. All roofs shall contain a shadow line type (or equivalent) architectural shingles with a roof pitch of between 5:12 or 8:12.
3. Upon development of the property a bufferyard is required along the south property line adjacent to the single-family residential uses (Church). The bufferyard required between R-SF zoning and residential uses would be a Bufferyard "Type C" of at least fifteen (15) feet wide. The minimum fifteen (15) foot wide bufferyard with plantings for each one-hundred (100) linear feet of bufferyard would be one (1) canopy tree, two (2) understory tree, two (2) evergreen trees and ten (10) shrubs. There is also an 80 feet platted building setback from all adjacent property lines.
4. The proposed final development plan was reviewed by City departments and comments are contained in Attachment 1.

## CITY COUNCIL MEETING:

March 21, 2016

## STAFF CONTACT PERSON:

Bob Hosmer, AICP Principal Planner  
864-1834

ATTACHMENT 1  
DEPARTMENT COMMENTS  
FINAL DEVELOPMENT PLAN FOR PLANNED DEVELOPMENT 228 AMENDED

**BUILDING DEVELOPMENT SERVICES COMMENTS:**

Building Development Services does not have any objections to this request.

**PUBLIC WORKS TRAFFIC DIVISION COMMENTS:**

Traffic has no issues with the final development plan.

**STORMWATER COMMENTS:**

No stormwater issues with the Final Development Plan. Detention and water quality are provided in the regional detention/water quality basin located on the north side of East McClernon Street.

**FIRE DEPARTMENT:**

Fire has no issues with the final development plan.

**CLEAN WATER SERVICES COMMENTS:**

No objection to the layout of the FDP however we do have the following comments;

- a. There have been wet weather flow issues along the 12 inch main on the east side of lot 21. We would recommend looking at the finish floor elevations of the proposed buildings to address any issues that might arise because of that.
- b. Public sewer is available to lot 21 by the 12 inch trunkline that crosses the northeast corner of the lot and the 8 inch clay line that crosses beneath the storm sewer channel to the east. 100 linear feet of the 8 inch line and easement was retained for use as a lateral for this lot when the property was platted in 2005. The condition of the 8 inch clay line is unknown and it is recommended that the line be inspected prior to use.

**CITY UTILITIES:**

The development as shown on the site plan can be served by City Utilities in conformance with our policies. Recommend approval.

**CAUTION:**  
EXISTING SURFACE FEATURES, STRUCTURES, ETC. AND UNDERGROUND INSTALLATIONS SUCH AS WATER MAINS, GAS MAINS, SEWERS, TELEPHONE LINES, FIBER OPTIC LINES AND BURIED STRUCTURES ARE INDICATED ON THE DRAWING ONLY TO THE EXTENT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO OR DISCOVERED BY THE SURVEYOR IN PREPARING THIS DRAWING. THERE IS NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

**PLANTINGS SUMMARY:**

BUFFERYARD "C"	UNIT/100 LF	LINEAR FT	100 LF	QUANTITY
CANOPY TREES	1	1817	18.2	18
UNDERSTORY TREES	2	1817	18.2	36
EVERGREEN TREES	2	1817	18.2	36
SHRUBS	10	1817	18.2	182

**DEVELOPMENT INFO:**

**BUILDING USE:** MULTI-FAMILY RESIDENTIAL  
 4 DWELLING UNITS: 36 UNITS  
 8-FLEX & 10-FLEX HEIGHT: 17'-3"  
 COMMUNITY BUILDING: 20'-6"  
 FLOOR AREA RATIO: 39,638 SF / 233,325 SF = 17.0%  
 EXTERIOR DESIGN: BRICK WAINSCOTING WITH HARDIE SIDING  
 SIGNAGE: WALL SIGN ON COMMUNITY BUILDING  
 PUBLIC IMPROVEMENTS REQUIRED: NONE, ALL ARE IN PLACE  
 PARKING STALLS PROVIDED: 76 STALLS (INCLUDING 5 HC STALLS)  
 ARCHITECTURAL EXT BLDG MATERIAL: MIN. 40% BRICK  
 REFER TO ELEVATIONS & CALCULATIONS BY WALLACE ARCHITECTS

**IMPERVIOUS COVER:**

TOTAL SITE AREA: 233,325 SQ FT±  
 ALLOWABLE IMP COVER PER PD 228 (80%): 186,660 SQ FT  
 PROVIDED IMP COVER: 107,883 SQ FT  
 IMPERVIOUS SURFACE RATIO: 107,883 SQ FT / 233,325 SQ FT = 46.2%

**OPEN SPACE:**

TOTAL SITE AREA: 233,325 SQ FT±  
 REQUIRED OPEN AREA (20%): 46,665 SQ FT  
 PROVIDED OPEN AREA: 125,442 SQ FT  
 OPEN SPACE RATIO (OSR): 125,442 SQ FT / 233,325 SQ FT = 53.8%

**VEHICULAR USE AREA GREEN SPACE:**

VEHICULAR USE AREA: 53,827 SQ FT  
 REQUIRED GREEN SPACE (5%): 2,691 SQ FT  
 PROVIDED GREEN SPACE: 8,447 SQ FT

**STORMWATER SUMMARY:**

TOTAL AREA: 5.36 AC±

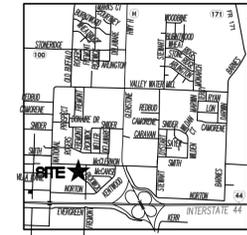
PRE-DEVELOPED SITE: 0 ACRES  
 IMPERVIOUS COVER: 0 ACRES  
 PERVIOUS COVER, GOOD CONDITION GRASS: 5.36 AC±

POST-DEVELOPED SITE: 2.49 AC±  
 IMPERVIOUS COVER: 2.49 AC±  
 PERVIOUS COVER, GOOD CONDITION GRASS: 2.87 AC±

DETENTION & WATER QUALITY CAPACITY FOR THE SITE ARE PROVIDED IN THE REGIONAL BASIN ON NORTH SIDE OF McCLERNON STREET. STORMWATER RUNOFF FROM THE PROPOSED DEVELOPMENT WILL BE DIRECTED TO THE EXISTING STORM SEWER DRAINING TO THE BASIN.

**SITE LIGHTING:**

ON-SITE EXTERIOR SITE LIGHTING WILL BE DESIGNED TO MEET ALL APPLICABLE CITY STANDARDS DURING BUILDING PERMIT APPLICATION REVIEW PROCESS.



**LOCATION SKETCH**  
 SEC. 6, T-29-N, R-21-W  
 NOT TO SCALE

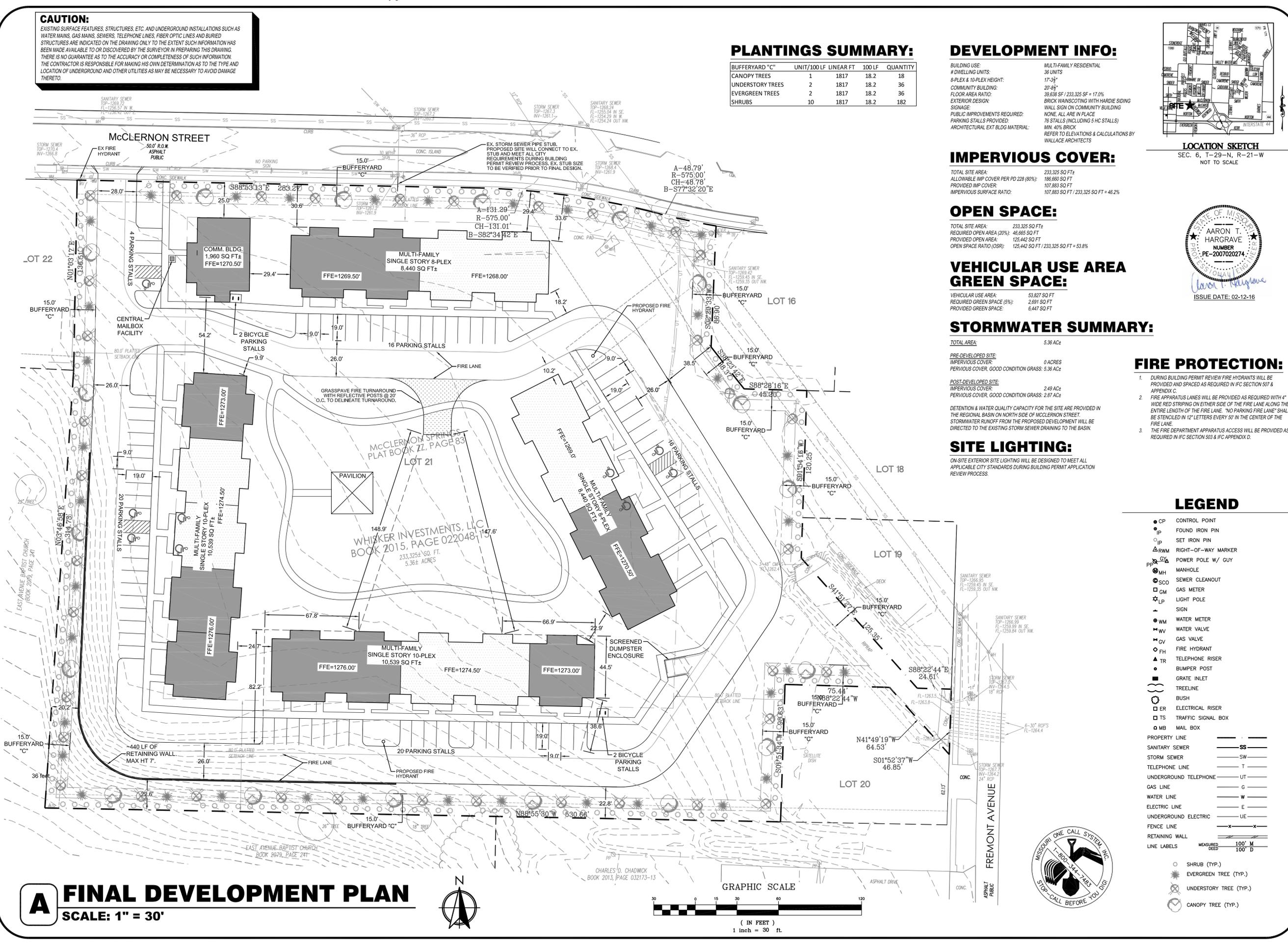


**FIRE PROTECTION:**

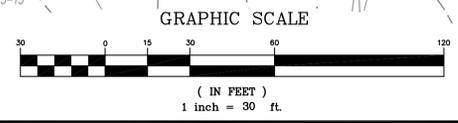
- DURING BUILDING PERMIT REVIEW FIRE HYDRANTS WILL BE PROVIDED AND SPACED AS REQUIRED IN IFC SECTION 507 & APPENDIX C.
- FIRE APPARATUS LANES WILL BE PROVIDED AS REQUIRED WITH 4" WIDE RED STRIPING ON EITHER SIDE OF THE FIRE LANE ALONG THE ENTIRE LENGTH OF THE FIRE LANE. "NO PARKING FIRE LANE" SHALL BE STENCILED IN 12" LETTERS EVERY 50' IN THE CENTER OF THE FIRE LANE.
- THE FIRE DEPARTMENT APPARATUS ACCESS WILL BE PROVIDED AS REQUIRED IN IFC SECTION 503 & IFC APPENDIX D.

**LEGEND**

- CP CONTROL POINT
  - IP FOUND IRON PIN
  - SET IRON PIN
  - ▲ RWM RIGHT-OF-WAY MARKER
  - PP POWER POLE W/ GUY
  - MH MANHOLE
  - SCW SEWER CLEANOUT
  - G M GAS METER
  - LP LIGHT POLE
  - SIGN
  - WM WATER METER
  - WV WATER VALVE
  - GV GAS VALVE
  - FH FIRE HYDRANT
  - TR TELEPHONE RISER
  - BUMPER POST
  - GRATE INLET
  - TREELINE
  - BUSH
  - ER ELECTRICAL RISER
  - TS TRAFFIC SIGNAL BOX
  - MB MAIL BOX
- PROPERTY LINE  
 SANITARY SEWER SS  
 STORM SEWER SW  
 TELEPHONE LINE T  
 UNDERGROUND TELEPHONE UT  
 GAS LINE G  
 WATER LINE W  
 ELECTRIC LINE E  
 UNDERGROUND ELECTRIC UE  
 FENCE LINE X  
 RETAINING WALL X  
 LINE LABELS  
 MEASURED DEED 100' M  
 100' D
- SHRUB (TYP.)
  - EVERGREEN TREE (TYP.)
  - UNDERSTORY TREE (TYP.)
  - CANOPY TREE (TYP.)



**A FINAL DEVELOPMENT PLAN**  
 SCALE: 1" = 30'



**ANDERSON ENGINEERING**  
 EMPLOYEE OWNED

ENGINEERS - SURVEYORS - LABORATORIES - DRILLING  
 2045 W. WOODLAND - SPRINGFIELD, MISSOURI 65807 - PHONE (417) 866-2741  
 ANDERSON COAF 0000052-AARON T. HARGRAVE PEI 200702074

DRAWING INFO.		REVISIONS	
NO.	DESCRIPTION	BY	DATE

FIELD BY:	ATH
DRAWN BY: <td>ATH</td>	ATH
CHECK BY: <td>ATH</td>	ATH
DATE: <td>01/13/16</td>	01/13/16
FIELD BOOK: <td>10002-16</td>	10002-16
JOB NUMBER: <td>10002-16</td>	10002-16

THE KITCHEN INC.

**McCLERNON VILLAS**  
 FINAL DEVELOPMENT PLAN

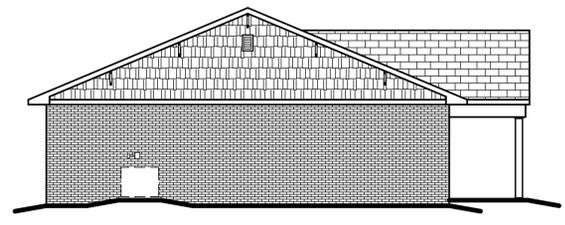
1320 E. McCLERNON STREET  
 SPRINGFIELD, MISSOURI

DRAWING NO.  
**WB 110-519**

SHEET NUMBER  
**1**

OF  
**1**

TOTAL BRICK / TOTAL ELEV. SURFACE AREA = BRICK % CALC.  
 ELEVATION 1/A3.0 = 361 SF / 518 SF = 69.7% BRICK  
 ELEVATION 2/A3.0 = 529 SF / 614 SF = 86.2% BRICK  
 ELEVATION 3/A3.0 = 792.5 SF / 1974 SF = 40.1% BRICK  
 ELEVATION 4/A3.0 = 742.5 SF / 1778 SF = 41.8% BRICK  
 ELEVATION 5/A3.0 = 990 SF / 2465 SF = 40.2% BRICK  
 ELEVATION 6/A3.0 = 990 SF / 2465 SF = 40.2% BRICK



COMMUNITY BUILDING NORTH ELEVATION  
 SCALE: 1/8" = 1'-0" (A3.0)



COMMUNITY BUILDING WEST ELEVATION  
 SCALE: 1/8" = 1'-0" (A3.0)



8-PLEX FRONT ELEVATION (EAST FACING)  
 SCALE: 1/8" = 1'-0" (A3.0)



8-PLEX REAR ELEVATION (McCLERNON FACING)  
 SCALE: 1/8" = 1'-0" (A3.0)



10-PLEX FRONT ELEVATION FACING PROPERTY LINE (WEST FACING)  
 SCALE: 1/8" = 1'-0" (A3.0)



10-PLEX FRONT ELEVATION FACING PROPERTY LINE (SOUTH FACING)  
 SCALE: 1/8" = 1'-0" (A3.0)



MIKE KLEFNER  
 ARCHITECT  
 LICENSE #

McCLERNON VILLAS  
 SPRINGFIELD, GREENE COUNTY, MO

Wallace  
 ARCHITECTS, L.L.C.  
 Sedalia, MO Columbia, MO  
 P: 660-850-7000 F: 660-850-7003

WALLACE ARCHITECTS, L.L.C.  
 MISSOURI STATE CERTIFICATE OF  
 AUTHORITY: 2003019614

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1ST ISSUE  
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REVISIONS	
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SHEET NO.  
**A3.0**

JOB NO.  
 2930

REVIEW SET