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P. Hrngs. \_\_\_\_\_  
Pgs. 7  
Filed 06-26-18

Sponsored by Prater

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

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

COUNCIL BILL 2018- 179

SPECIAL ORDINANCE \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the Acting City Manager, or his designee, to enter into an  
2 Intergovernmental Agreement with the City of Strafford, Missouri, for  
3 the purpose of establishing a mutually-agreed boundary to govern  
4 future growth of both cities.  
5 \_\_\_\_\_  
6

7 WHEREAS, the cities of Springfield and Strafford are interested in establishing a  
8 boundary line for future growth; and  
9

10 WHEREAS, it is agreed that this boundary line will promote orderly growth for  
11 both cities by promoting long-range planning, establishing priorities for capital  
12 expenditures and construction of public infrastructure; and  
13

14 WHEREAS, citizens and businesses will be able make plans based upon the  
15 established future boundary between the two communities.  
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 Manager or his designee is hereby authorized to enter into  
21 an Intergovernmental Agreement with the City of Strafford, Missouri, said agreement to  
22 be in substantially the same form as that document attached hereto and incorporated  
23 herein by reference as “Exhibit 1,” for the purpose of establishing a boundary line for  
24 future growth of the cities of Springfield and Strafford, Missouri.  
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

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44

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

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

Approved as to form: *Achale T. Wade*, Assistant City Attorney

Approved for Council action: *Collin O'Keefe*, Acting City Manager

**EXPLANATION TO COUNCIL BILL 2018-179**

FILED: 06-26-18

ORIGINATING DEPARTMENT: City Manager

PURPOSE: Authorizing the Acting City Manager, or his designee, to enter into an Intergovernmental Agreement with the City of Strafford, Missouri, for the purpose of establishing a mutually-agreed boundary to govern future growth of both cities.

BACKGROUND INFORMATION: The current city limits of Springfield and Strafford are contiguous in certain areas adjoining I-44. However, there remains undeveloped land in unincorporated Greene County that is located within the vicinity of the city limits of both cities. In order to promote orderly growth of the two communities, minimize disputes over future annexations and extensions of utility services, and to provide a predicable framework for citizens and businesses to plan for improvements to their properties, it is beneficial that the Cities of Springfield and Strafford reach mutual agreement on a future growth boundary.

Springfield has previously entered into growth boundary agreements with the cities of Republic, Rogersville and Willard. However, no such agreement has been entered into with the City of Strafford. Discussions have been held with the City Administrator of Strafford and a preliminary agreement reached as to the boundary to be recommended for approval by the governing body of each city. Establishment of this growth boundary will complete the agreements with all cities located within Greene County with which the City of Springfield shares mutual boundaries.

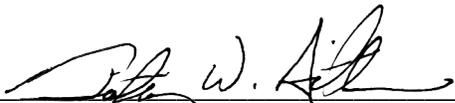
The attached agreement, "Exhibit 1," must be approved by both Springfield City Council and the Strafford Board of Aldermen. It is the intention of the Strafford Board of Alderman to take action on the agreement concurrently with the Springfield City Council. Greene County staff will recommend adopting this boundary into the Greene County Land Use Plan.

This 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.

REMARKS: The City Managers' Office recommends approval of this agreement.

Submitted and recommended by:

Approved by:

  
\_\_\_\_\_  
Tim Smith, City Managers' Office Liaison

  
\_\_\_\_\_  
Collin Quigly, Acting City Manager

# Exhibit 1

## **Intergovernmental Agreement** **between the City of Springfield, Missouri and the City of Strafford, Missouri** **regarding Future Growth Areas**

This Intergovernmental Agreement (“Agreement”), made this \_\_\_\_ day of \_\_\_\_\_, 2018, is entered into by and between the City of Springfield, Missouri, (“Springfield”) and the City of Strafford, Missouri (“Strafford”).

WHEREAS, Springfield and Strafford are interested in establishing a boundary line for future growth; and

WHEREAS, it is agreed that this boundary line will promote long range planning, establish priorities for capital expenditures, and construction of public infrastructure, with the benefit that citizens and businesses can plan based on the future boundaries between the two communities.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, Springfield and Strafford agree as follows:

1. Springfield and Strafford agree that the following description shall denote the intentions of each community concerning future growth of Springfield and Strafford and is described as follows:
  - a. Beginning at the Southeast corner of Section 1, Township 29 North, Range 20 West, said point being on the line between Greene County and Webster County in the State of Missouri; Thence west along the south line of Sections One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) to the southwest corner of the Southeast Quarter of Section Six (6), Township Twenty Nine (29) North, Range Twenty (20) West; Thence north along the west line of the east half of said Section Six (6) to the south right of way of State Route “OO”; Thence southwesterly along the south right-of-way of State Route “OO” to a point at the intersection of the extension of the west line of Sixty-Six Acres Subdivision, a subdivision in Greene County, Missouri; Thence north along the said extension and along the west line of Sixty-Six Acres Subdivision to the south right-of-way of Interstate Highway 44; Thence northeasterly along the south right-of-way of

Interstate Highway 44 to the west line of the east half of said Section Six (6); Thence north along the said west line of the east half to the North Quarter corner of said Section Six (6); Thence west along the north line of Section Six (6) to the southwest corner of Section Thirty Two (32), Township Thirty (30) North, Range Twenty (20) West, Thence north along the west line of said Section Thirty Two (32) to the northwest corner of said section; Thence east along the north line of Section Thirty Two (32) to the northeast corner of said section; Thence north along the west line of Section Twenty Eight (28) to the northwest corner of said section; Thence east along the north line of Sections Twenty Eight (28), Twenty Seven (27), Twenty Six (26), and Twenty Five (25) to the Northeast corner of said Section Twenty Five (25) on the line between Greene County and Webster County and the point of termination of the described line.

2. Any and all future annexations by either Springfield or Strafford, whether voluntary or involuntary, shall take into account and consider the Future Growth Areas delineated by the description contained in Paragraph 1.
3. Springfield and Strafford agree that on their particular sides of the boundary line, each municipality shall be responsible for providing the necessary sanitary sewer services on such timeline as each municipality sees fit. Neither Springfield nor Strafford presently intend to make any connections to provide utility services to property that is not within each respective city's future growth area as defined by the dividing lines set forth herein, with the exception that City Utilities of Springfield may provide water service, at their discretion, to the Sixty-Six Acres Subdivision. It is understood that City Utilities of Springfield may provide electric, natural gas, and broadband services in the City of Strafford within their service area.
4. Both parties have been advised by their respective legal counsel as to the scope and effect of this Agreement, and both parties through their respective legislative bodies, do hereby agree to the terms set forth herein. No other promises or inducements have been made by either party to the other in order to induce the execution of this Agreement.

5. This Agreement shall become effective upon the approval by both the City Council of the City of Springfield and the Board of Alderman of the City of Strafford, and the execution of this Agreement by both parties.
6. The terms stated herein constitute the entire and exclusive agreement of the parties hereto. There are no other obligations of the parties, be they expressed or implied, oral or written, except those which are set forth herein. The terms of this Agreement supersede all previous memoranda of understanding, notes, and conversations, express or implied concerning the content addressed in this Agreement. This Agreement may not be modified orally. This Agreement may be modified only with the express written consent of both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**CITY OF SPRINGFIELD, MISSOURI**

**CITY OF STRAFFORD, MISSOURI**

\_\_\_\_\_  
Acting City Manager

\_\_\_\_\_  
City Administrator or designee

Approved as to form

Approved as to form

\_\_\_\_\_  
City Attorney or designee

\_\_\_\_\_  
City Attorney or designee

